****ATTENTION****

The City Council meeting will be held in a hybrid format that may include both in-person AND virtual attendance via Zoom. Unless they have cause to appear virtually, Councilmembers will attend the meeting in person in Council Chambers, second floor of City Hall, 220 N. 27th Street. In order to honor the Right of Participation and the Right to Know in Article II, Sections 8 and 9, of the Montana Constitution, the City of Billings and City Council are making every effort to meet the requirements of the open meeting laws.

Citizens are invited to:

- Review the Agenda Packet on the City's website at: www.billingsmt.gov and click on "Your Government," "City Council," and "Agendas & Minutes".
- View the meeting:
  - On Community 7 TV - Channel 7 or Channel 507 -- Spectrum Cable. *(On evenings when there is a conflict with School District No. 2 Board meetings, the City Council meeting will be broadcast on Channel 8 - Spectrum Cable.)* Channel 7 or Channel 978 - TDS Fiber.
  - Online at www.comm7tv.com and click on the "Watch Live" icon. Community 7 also has links to their Facebook page and YouTube channel.
  - On the City's website at www.billingsmt.gov and click on "Watch Meetings Online" on the homepage.
  - In-Person.
  - Virtually via Zoom (see the link below).

Citizens may submit public comment via the following methods:

- Mail: City Clerk, P.O. Box 1178, Billings, MT 59103
- Email: Council@billingsmt.gov.
  - Emails received after 3:00 PM on the day of the meeting, may be posted on the Council's webpage the following day for public viewing.
- Attend the meeting in person.
- **Please note that citizens wishing to observe or participate in providing public comment virtually through Zoom, MUST PRE-REGISTER BY NOON on the day of the meeting.** Citizens will need to enter the Webinar ID and Passcode indicated below for that meeting to gain access. Click on *Zoom Meeting Instructions* and *Zoom Hybrid Meeting Details* below for more information. The link will allow you to attend, view and participate in the meeting on your computer, laptop or smart phone. (You must have the Zoom App on your device Click Here to Download Zoom App) To provide public comment at the appropriate time, click on the "raise hand" icon located at the bottom of the screen and the moderator will unmute your device.
  - **Don't have a smart phone, computer or laptop?** That's okay -- you can attend a Zoom meeting using your **landline phone.** Call the Zoom phone number, **1.253.215.8782** to join the meeting and follow the operator's instructions. Want to give public comment? Simply *"raise your hand"* by pressing *9 and the moderator will give you permission to speak when it is your turn. **Note this is a long distance toll number and charges may apply depending on your plan.*
- Click Here for Zoom Meeting Webinar IDs and Passcodes
- Click Here for Zoom Meeting Instructions for Attendees (as guests)

Please contact Denise Bohlman, City Clerk, at bohlmand@billingsmt.gov, or at 406.657.8210, with any questions.

CITY OF Billings

VISION STATEMENT:
"The Magic City: A diverse, welcoming community where people prosper and business succeeds."

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS | FEBRUARY 12, 2024 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Gulick

ROLL CALL: Councilmembers present on roll call were: ☐ Shaw, ☐ Gulick, ☐ Neese, ☐ Owen, ☐ Joy, ☐ Kennedy, ☐ Aspenlieder, ☐ Tidswell, ☐ Boyett, ☐ Rupsis

MINUTES:

- January 22, 2024

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 2a, 3a, 4 and 5 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

1. **CONSENT AGENDA** -- Separations:

A. **Bid Awards:**

1. **Landon's Inclusive Playground and Phase II Parking Lot, Poly Vista Park.** (Opened 1/16/24) Recommend K2 Civil, Inc.
2. **W.O. 24-07: Safe Routes to School Projects.** (Opened 1/16/24) Recommend Knife River Billings.
3. **W.O. 24-19: Arnold Drain Intake Improvements, Schedule 2.** (Opened 1/16/24) Recommend Earth Movers Excavation, Inc.

B. **Contract** with DIS Technologies for Building Division Scanning Services.

C. **Contract** with TK Elevator for New City Hall Elevator Modernization.

D. **Contract** with Big Sky Linen for Public Works Uniform Rental/Purchase and Laundry Services.

E. **Purchase** 8 Ford Interceptor SUV Police Vehicles; Duval Ford.

F. **Purchase** Night Vision Systems for Police S.W.A.T. Team; Tactical Night Vision Company.

G. **Amendment No. 15, New Cargo Ramp Slot 5;** Morrison-Maierle, Inc.

H. **Amendment No. 16, Aviation Place Road Project;** Morrison-Maierle, Inc.

I. **State Farm Grant** award to the Fire Department for Structural Collapse certification.

J. **FY24-25 Annual Certified Local Government Grant** for Historic Preservation Projects.

K. **Second/Final Reading Ordinance** amending BMCC, Chapter 26, Water and Wastewater Utilities.

L. **Bills for the Weeks of:**

1. January 2, 2024
2. January 8, 2024
3. January 16, 2024

Recommended Motion: I move to approve the items of the Consent Agenda as submitted, with the exception of items moved for separation.

REGULAR AGENDA:

2. **PUBLIC HEARING AND RESOLUTION** creating SID 1426, Arvin Lane. Staff recommends approval.

Recommended Motion: Having conducted a Public Hearing, considered written and spoken public testimony, I move to approve a Resolution creating SID 1426, as recommended by staff.

a. **BID AWARD: SID 1426, Arvin Lane.** (Opened 12/19/23) Recommend Earth Movers Excavation, Inc.

Recommended Motion: I move to award a contract for SID 1426 to Earth Movers Excavation, Inc., as recommended by staff.

3. **PUBLIC HEARING AND RESOLUTION** creating SID 1427, Hancock Drive. Staff recommends approval.

Recommended Motion: Having conducted a Public Hearing, considered written and spoken public testimony, I move to approve a Resolution creating SID 1427, as recommended by staff.

a. **BID AWARD: SID 1427, Hancock Drive.** (Opened 12/19/23) Recommend Earth Movers Excavation, Inc.

Recommended Motion: I move to award a contract for SID 1427 to Earth Movers Excavation, Inc., as recommended by staff.

4. **NEW CITY HALL SECURITY AND UPDATES.** No action required.

5. **WILSON PARK LAND DONATION.**

Recommended Motion: I move to direct the City Administrator to proceed with the necessary steps to gift all or a portion of Wilson Park to Yellowstone Valley Animal Shelter, as recommended by staff.

PUBLIC COMMENT on "NON-AGENDA ITEMS". Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Comments are limited to 3 minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium.)*

COUNCIL INITIATIVES:

1. BUILT Environment Improvements (CM Rupsis)

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

For more information or to make requests for special arrangements, please contact the City Clerk's Office at 657-8210 or e-mail bohlmand@billingsmt.gov, 72 hours prior to the meeting date.

~ ~ ~

City Council Regular

Date:	02/12/2024
Title:	Landon's Inclusive Playground and Phase II Parking Lot Poly Vista Park
Presented by:	Cole McQuillan, Project Manager
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends that Council award a contract for Landon's Inclusive Playground and Phase II Parking Lot Poly Vista Park to K2 Civil, Inc. for the base bid only in the amount of $502,200.00.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The project was approved in Parks FY24 CIP. There are two components to this project.

1) Develop an accessible and inclusive playground. Landon's Legacy Foundation has fund raised to help develop an accessible and inclusive playground. Their private contract includes playground equipment erection, play surfacing and base rock installation, shade sail and picnic shelter construction with concrete pads, custom site specialties, and site furnishings.

The City's public contract portion includes site demo, grading, site utilities modification, retaining wall construction, sidewalks, irrigation expansion, planting, and seeding.

2) During development of Poly Vista Park Phase I, only part of the parking lot was paved due to limited funding. This project will finish the curbing, gutters, paving, and landscaping of the remaining portion of the parking lot area. This will allow greater parking capacity and safer pedestrian access.

STAKEHOLDERS

City of Billings Parks & Recreation and Landon's Legacy Foundation.

ALTERNATIVES

City Council may approve the bid from K2 Civil Inc., or reject all bids and not approve.

FISCAL EFFECTS

The following bids were received; K2 Civil base bid of $200,500 for parking lot, $301,700 for playground, $29,250.00 add alternate #1, Cayton Excavation base bid of $204,825.00 for parking lot, $333,872.00 for playground, $28,764.00 add alternate #1, Weave Construction base bid of $213,559.00 for parking lot, $352,159.00 for playground, $32,967.00 add alternate #1, Knife River base bid of $223,000.00 for parking lot, $384,700.00 for playground, $29,200.00 add alternate #1, Askin base bid of $286,500.00 for parking lot, $430,000.00 for playground, $30,500.00 add alternate #1.

Parks FY24 CIP designated $220,000 for "Poly Vista Park Parking Lot Completion" (Phase II) and $315,097 for "Poly Vista Park Playground Development"

This project combines the two components of the City's portion into one contract with one contractor for costs and time efficiencies. As this was previously approved in the FY24 CIP, there are no future budget impacts. The total contribution approved in FY24 CIP from the City is $535,097.00.

Attachments

Bid Tab
K2 Civil bid
Cayton Exc. bid

Weave Const. bid
Knife River bid
Askin bid
Poly Vista CIP
Poly Vista specs
Poly Vista drawings
Poly Vista legal ad

BID TABULATION SUMMARY

IFB LANDON'S INCLUSIVE PLAYGROUND & PHASE II PARKING LOT POLY VISTA PARK

	BIDDER NAME	BASE BID	ADD ALTERNATE #1 TOTAL
1	**ASKIN CONSTRUCTION**	$716,500	$30,500
2	**CAYTON EXCAVATING**	$538,697	$28,764
3	**K2 CIVIL**	$502,200	$29,250
4	**KNIFE RIVER**	$607,700	$29,200
5	**WEAVE CONSTRUCTION**	$565,718	$32,967

K2 Civil, Inc.

SECTION 00300
BID FORM

PROJECT IDENTIFICATION:
LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Billings, MT

CONTRACT IDENTIFICATION AND NUMBER:
N/A

THIS BID SUBMITTED TO:
City of Billings Montana
City Clerk
210 North 27th Street
Billings, Montana 59101

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

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

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

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

Addendum No.	Addendum Date
1	12/13/23
2	1/11/24

LAND DESIGN
www.landdesigninc.net • 406.655.3550

To: All bidders of record.
Project: LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Date: 12/13/23
From: Michael Verseman, Project Manager, Land Design Inc.

Addendum # 1

The following changes shall be noted by all interested bidders and shall be made part of the Contract Plans and Specifications. A signed original or facsimile photocopy of this Addendum will be acceptable to include with the bid documents.

MODIFICATIONS – SECTION 00100 INVITATION TO BID: Addendum modifies the bid opening date to January 16th 2024. Paragraph 1 of the invitation to bid is modified to read as follows:

"Separate sealed bids for the construction of LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK will be received by the City of Billings City Clerk, 210 N. 27th Street, Billings, MT 59101 or P.O. Box 1178, Billings, MT 59103 until 2:00 p.m. local time on Tuesday, **January 16th 2024**, and then publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. No hand delivered bids will be accepted. Bid tabulations will be posted for public viewing after the bids have been opened."

End of Addendum # 1

This Addendum No. 1 is hereby acknowledged this 13 day of December, 2023

By: _____

LAND DESIGN
www.landdesigninc.net • 406.655.3550

To: All bidders of record.
Project: LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Date: 01/11/24
From: Michael Verseman, Project Manager, Land Design Inc.

Addendum # 2

The following changes shall be noted by all interested bidders and shall be made part of the Contract Plans and Specifications. A signed original or facsimile photocopy of this Addendum will be acceptable to include with the bid documents.

MODIFICATIONS – SECTION 00100 INVITATION TO BID: Hand delivered bids will be accepted at the City Clerk's office. Paragraph 1 of the invitation to bid is modified to read as follows:

> "Separate sealed bids for the construction of LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK will be received by the City of Billings City Clerk, 210 N. 27th Street, Billings, MT 59101 or P.O. Box 1178, Billings, MT 59103 until 2:00 p.m. local time on Tuesday, **January 16th, 2024**, and then publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. Bid tabulations will be posted for public viewing after the bids have been opened."

MODIFICATIONS – SECTION 01030 SPECIAL PROVISIONS – SECTION 4.J : Item 112 of the Special Provisions is modified to read as follows:

> "Item 112 – Site drainage. Install playground drainage sleeving per drawing C4.0."

ADDITIONS – SECTION 01030 SPECIAL PROVISIONS – SECTION 4.A : Adds engineering review fee of $1,000.00 to Item 101 of the Special Provisions. Item 101 is modified to read as follows:

> "Item 101 – General Conditions: This item consists of coordination and scheduling, field engineering, submittals, quality control plan; quality control testing and surveying; construction of temporary facilities; site safety; product shipment, handling, storage, and protection; manufacturer's services and operation and maintenance manuals; mobilization; record drawings; final cleanup; demobilization; and contract closeout. All required taxes, bonds, and insurance, permit license applications, notices, renewals and terminations, including all associated fees are included in this bid item. An engineering permit fee of $1,000.00 for permit # ENG-23-05201 is included in this bid item to be paid by the contractor."

End of Addendum # 2

This Addendum No. 2 is hereby acknowledged this 11 day of Jan., 2024.

By: _____

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

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

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

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

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

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

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

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

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

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

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

A. Unit prices have been computed in accordance with paragraph 11.03.B of the General conditions.

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

C. The Project is separated into a Base Bid and Additive Alternates. Bidders must bid on Base bid and all Alternates to be considered responsive. Owner will award, to the same contractor, the Base Bid and combination of Additive Alternates which will be in the best interest of the Owner, to be awarded as a single contract. Bid form line items are inclusive of all incidentals, labor, and materials not specifically listed to complete the work according to the Construction Documents.

D. Bidder is responsible for calculating bid quantities based on the drawings. Provided quantities in are given for bidding reference only.

LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK

BASE BID

Item #	Description	Bid Qty.	Unit	Total price
101	General Conditions	1	LS	35,000.00

PARKING LOT – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
102	Gravel Demo	1	LS	44,000.00
103	Earthwork & Site Prep	1	LS	14,000.00
104	Curbing	1	LS	26,000.00
105	Asphalt Paving	1	LS	56,000.00
106	Irrigation	1	LS	12,000.00
107	Landscaping	1	LS	6,500.00
108	Seeding	1	LS	7,000.00

Total – Parking Lot Bid - $ 200,500.00
Figures

PLAYGROUND – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
109	General Tree Removal & Site Demo	1	LS	4,000.00
110	Earthwork & Site Prep	1	LS	35,000.00
111	Sanitary Sewer Extension	1	LS	8,600.00
112	Site Drainage	1	LS	4,200.00
113	Concrete Paving	1	LS	51,200.00
114	Retaining Wall	1	LS	41,000.00
115	Landscaping	1	LS	43,000.00
116	Irrigation	1	LS	99,000.00
117	Turf- Sod Installation	1	LS	5,400.00
118	Turf- Seeding	1	LS	10,000.00

Total – Playground Bid - $ 301,700.00
Figures

Total – Base Bid - $ _____

Figures

ADD ALTERNATE # 1 - Parking lot landscaping

Item #	Description	Bid Qty.	Unit	Total price
201	Landscaping – Parking lot	1	LS	27,000.00
202	Irrigation – Parking lot	1	LS	2,250.00

Total – Add Alternate 1 - $ 29,250.00

Figures

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

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

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

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

B. The Owner may request evidence of the CONTRACTOR'S qualifications. Within 5 Days of OWNER'S request the BIDDER shall submit written evidence, such as financial data, previous experience of CONTRACTOR or subcontractor in performing comparable work, and present commitments.

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

SUBMITTED on , . January 16, 2024

Montana Contractor's Registration # (if any) 261453

Employer's Tax ID No. 87-0840189

If BIDDER is:

An Individual:

_____
(Name typed or printed)

By:

_____
(Individual's Signature)

Doing business as:

_____

Business Address:

_____

Phone No.:_____ FAX No:_____

A Partnership:

_____
(Partnership Name)

By:

_____
(Signature)

_____
(Name, typed or printed)

Business Address:

_____

Phone No.:_____ FAX No:_____

A Corporation: K2 Civil, inc

(Corporation Name)

State of Incorporation: Montana

Type: General Business

(General Business, Professional, Service, Limited Liability)

By: [signature]

(Signature of authorized personnel)

Title: V.P.

Attest: [signature]

(Signature)

Business Address: 6611 Trade Center Ave

Phone No.: 406-325-6001 FAX No: 406-325-6002

Date of Qualification To Do Business Is: 6/7/21

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name:

_____

(Name)

By:

_____

(Signature of Joint Venture Partner)

Name:

_____

(Name, printed or typed)

Business Address:

_____

Phone No.:_____FAX No:_____

Address of Joint Venture for Receipt of Official Communication:
Address:

_____

_____

Phone No.:_____FAX No:_____

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

END OF SECTION

Billings
PARKS
AND RECREATION

Landon's Inclusive Playground & Parking Lot Phase II Poly Vista Park

Addendum #1

Issue Date: 12/12/2023

The purpose of this Addendum is to move up the bid due date to January 16th, 2024, at 2:00 PM (MDT).

End of Modifications

PENAL SUM FORM

BID BOND

Bond #BD026596

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

K2 Civil, Inc.
6611 Trade Center Avenue
Billings, MT 59101

SURETY *(Name and Address of Principal Place of Business)*:

First Indemnity of America Insurance Company
2740 Route 10 West, Suite 205
Morris Plains, NJ 07950

OWNER *(Name and Address)*:

City of Billings
210 North 27th Street
Billings, Montana 59101

BID

Bid Due Date: January 16, 2024

Description *(Project Name and Include Location)*:

LANDON'S INCLUSIVE PLAYGROUND and PHASE II PARKING LOT POLY VISTA PARK, BILLINGS, MT

BOND

Bond Number:

Date *(Not earlier than Bid due date)*: January 16, 2024

Penal sum Ten percent of the amount bid not to exceed Sixty Six thousand and xx/100 (Words) 10% of the amount bid not $ to exceed $66,000.00. (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
K2 Civil, Inc. (Seal)	First Indemnity of America Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: Michele Charette
Signature	Signature (Attach Power of Attorney)
Jeremiah McGee	Michele Charette
Print Name	Print Name
V.P.	Attorney-in-Fact
Title	Title
Attest: _____	Attest: Gina Ring
Signature	Signature
Title	Gina Ring, Witness
	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SURETY ACKNOWLEDGEMENT

State of New Jersey

ss:

County of Morris

On this 16th day of January, 2024, before me personally comes Michele Charette to me known; who, being by me duly sworn, deposes and says that he/she resides in Bartonsville, PA, that he/she is the Attorney-in-Fact of the First Indemnity of America Insurance Company the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said Corporation; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of the said Corporation, and that he/she signed his/her name thereto by like order.

Kathleen Fochesto

(Signature & Title of Official Taking Acknowledgment)

KATHLEEN FOCHESTO
Commission # 2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2025

OFFICE OF THE MONTANA STATE AUDITOR
Commissioner of Securities & Insurance

No. 7014

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of Montana,

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

organized under the laws of New Jersey, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State of Montana, subject to the provisions of this Certificate:

SURETY

as now or may hereafter be defined in the Insurance Laws of the State of Montana.

This Certificate shall be effective on September 8, 2023.

This Certificate is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all of the applicable laws and lawful requirements made under authority of the laws of the State of Montana as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter, be changed or amended.

This Certificate is at all times the property of the State of Montana and shall continue in force as long as the Company is entitled thereto under the laws of the State of Montana and until suspended or revoked or otherwise terminated, at which time the Company shall promptly deliver this Certificate to the Insurance Commissioner of the State of Montana.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, at the State Capital, City of Helena, This 8th day of September, 2023

Troy Downing
Commissioner of Securities and Insurance
Office of the Montana State Auditor

FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY
2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Michele Charette, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 25th day of November, 2019.

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY INCORPORATED 1979 NEW JERSEY

Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 25th day of November, 2019, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.

KATHLEEN FOCHESTO NOTARY PUBLIC NEW JERSEY

KATHLEEN FOCHESTO
Commission # 2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2025

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, November 25, 2019.

RESOLVED, on November 25, 2019, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 16th day of January, 2024.

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY INCORPORATED 1979 NEW JERSEY

Jane E. Lynch, Secretary

ION 00300
BID FORM

PROJECT IDENTIFICATION:
LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Billings, MT

CONTRACT IDENTIFICATION AND NUMBER:
N/A

THIS BID SUBMITTED TO:
City of Billings Montana
City Clerk
210 North 27th Street
Billings, Montana 59101

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

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

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

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

Addendum No.	Addendum Date
Addenda 1	12/12/23
Addenda 2	1/11/24
Memo M1	1/15/24

LAND DESIGN

www.landdesigninc.net · 406 655 3550

To: All bidders of record.
Project: LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Date: 12/13/23
From: Michael Verseman, Project Manager, Land Design Inc.

Addendum # 1

The following changes shall be noted by all interested bidders and shall be made part of the Contract Plans and Specifications. A signed original or facsimile photocopy of this Addendum will be acceptable to include with the bid documents.

MODIFICATIONS – SECTION 00100 INVITATION TO BID: Addendum modifies the bid opening date to January 16th 2024. Paragraph 1 of the invitation to bid is modified to read as follows:

"Separate sealed bids for the construction of LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK will be received by the City of Billings City Clerk, 210 N. 27th Street, Billings, MT 59101 or P.O. Box 1178, Billings, MT 59103 until 2:00 p.m. local time on Tuesday, **January 16th 2024**, and then publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. No hand delivered bids will be accepted. Bid tabulations will be posted for public viewing after the bids have been opened."

End of Addendum # 1

This Addendum No. 1 is hereby acknowledged this 16 day of January, 2024.

By: _____

LAND DESIGN
www.landdesigninc.net • 406.655.3550

To: All bidders of record.
Project: LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Date: 01/11/24
From: Michael Verseman, Project Manager, Land Design Inc.

Addendum # 2

The following changes shall be noted by all interested bidders and shall be made part of the Contract Plans and Specifications. A signed original or facsimile photocopy of this Addendum will be acceptable to include with the bid documents.

MODIFICATIONS – SECTION 00100 INVITATION TO BID: Hand delivered bids will be accepted at the City Clerk's office. Paragraph 1 of the invitation to bid is modified to read as follows:

> "Separate sealed bids for the construction of LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK will be received by the City of Billings City Clerk, 210 N. 27th Street, Billings, MT 59101 or P.O. Box 1178, Billings, MT 59103 until 2:00 p.m. local time on Tuesday, **January 16th, 2024**, and then publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. Bid tabulations will be posted for public viewing after the bids have been opened."

MODIFICATIONS – SECTION 01030 SPECIAL PROVISIONS – SECTION 4.J : Item 112 of the Special Provisions is modified to read as follows:

> "Item 112 – Site drainage. Install playground drainage sleeving per drawing C4.0."

ADDITIONS – SECTION 01030 SPECIAL PROVISIONS – SECTION 4.A : Adds engineering review fee of $1,000.00 to Item 101 of the Special Provisions. Item 101 is modified to read as follows:

> "Item 101 – General Conditions: This item consists of coordination and scheduling, field engineering, submittals, quality control plan; quality control testing and surveying; construction of temporary facilities; site safety; product shipment, handling, storage, and protection; manufacturer's services and operation and maintenance manuals; mobilization; record drawings; final cleanup; demobilization; and contract closeout. All required taxes, bonds, and insurance, permit license applications, notices, renewals and terminations, including all associated fees are included in this bid item. An engineering permit fee of $1,000.00 for permit # ENG-23-05201 is included in this bid item to be paid by the contractor."

End of Addendum # 2

This Addendum No. 2 is hereby acknowledged this 16 day of January, 2024.

By: _____

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

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

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

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

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

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

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

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

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

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

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

A. Unit prices have been computed in accordance with paragraph 11.03.B of the General conditions.

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

C. The Project is separated into a Base Bid and Additive Alternates. Bidders must bid on Base bid and all Alternates to be considered responsive. Owner will award, to the same contractor, the Base Bid and combination of Additive Alternates which will be in the best interest of the Owner, to be awarded as a single contract. Bid form line items are inclusive of all incidentals, labor, and materials not specifically listed to complete the work according to the Construction Documents.

D. Bidder is responsible for calculating bid quantities based on the drawings. Provided quantities in are given for bidding reference only.

LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK

BASE BID

Item #	Description	Bid Qty.	Unit	Total price
101	General Conditions	1	LS	25,770.00

PARKING LOT – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
102	Gravel Demo	1	LS	2,488.00
103	Earthwork & Site Prep	1	LS	28,015.00
104	Curbing	1	LS	22,961.00
105	Asphalt Paving	1	LS	101,032.00
106	Irrigation	1	LS	11,576.00
107	Landscaping	1	LS	6,217.00
108	Seeding	1	LS	6,766.00

Total – Parking Lot Bid - $ **204,825.00**

Figures

PLAYGROUND – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
109	General Tree Removal & Site Demo	1	LS	8,095.00
110	Earthwork & Site Prep	1	LS	50,256.00
111	Sanitary Sewer Extension	1	LS	7,274.00
112	Site Drainage	1	LS	4,751.00
113	Concrete Paving	1	LS	74,481.00
114	Retaining Wall	1	LS	39,265.00
115	Landscaping	1	LS	40,832.00
116	Irrigation	1	LS	94,150.00
117	Turf- Sod Installation	1	LS	5,132.00
118	Turf- Seeding	1	LS	9,636.00

Total – Playground Bid - $ **333,872.00**

Figures

Total – Base Bid - $ **538,697.00**
Figures

ADD ALTERNATE # 1 - Parking lot landscaping

Item #	Description	Bid Qty.	Unit	Total price
201	Landscaping – Parking lot	1	LS	26,516.00
202	Irrigation – Parking lot	1	LS	2,248.00

Total – Add Alternate 1 - $ **28,764.00**
Figures

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

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

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

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

B. The Owner may request evidence of the CONTRACTOR'S qualifications. Within 5 Days of OWNER'S request the BIDDER shall submit written evidence, such as financial data, previous experience of CONTRACTOR or subcontractor in performing comparable work, and present commitments.

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

SUBMITTED on , . January 16, 2024

Montana Contractor's Registration # (if any) 150267

Employer's Tax ID No. 20-2475472

If BIDDER is:

An Individual:

(Name typed or printed)

By:

(Individual's Signature)

Doing business as:

Business Address:

Phone No.:_____ FAX No:_____

A Partnership:

(Partnership Name)

By:

(Signature)

(Name, typed or printed)

Business Address:

Phone No.:_____ FAX No:_____

A Corporation:

Cayton Excavation
(Corporation Name)

State of Incorporation:
Montana

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

By: _____
(Signature of authorized personnel)

Title:
President

Attest: _____
(Signature)

Business Address:
6848 Grand Ave, Billings, MT 59106

Phone No.: 406-272-1760 FAX No: 406-256-7058

Date of Qualification To Do Business Is:
March 2005

_____
(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name:

_____

(Name)

By:

_____

(Signature of Joint Venture Partner)

Name:

_____

(Name, printed or typed)

Business Address:

_____

Phone No.:_____FAX No:_____

Address of Joint Venture for Receipt of Official Communication:
Address:

_____

_____

Phone No.:_____FAX No:_____

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

END OF SECTION

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Cayton Excavation, Inc.

PO Box 80693, Billings, MT 59108

SURETY ***(Name and Address of Principal Place of Business)*:**

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800 , Kansas City, MO 64105

OWNER ***(Name and Address)*:**

City of Billings

PO Box 1178, Billings, MT 59103

BID

Bid Due Date: January 16, 2024

Description ***(Project Name and Include Location)*:** Landon's Inclusive Playground and Phase II Parking Lot, Poly Vista Park, Billings, Montana

BOND

Bond Number: Bid Bond

Date ***(Not earlier than Bid due date)*:** January 16, 2024

Penal sum Ten Percent of Amount Bid (Words) — $ 10% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Cayton Excavation, Inc. (Seal)	Swiss Re Corporate Solutions America Insurance Corporation (Seal)
Bidder's Name and Corporate Seal	**Surety's Name and Corporate Seal**
By: [signature]	By: [signature]
Signature	Signature (Attach Power of Attorney)
Carmen A. Cayton	Naomi Gerber
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest: [signature]	Attest: Deb Zimbelman
Signature	Signature: Deb Zimbelman
Project Manager	Witness
Title	Title
	Surety Phone No.

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION — CORPORATE SEAL — 1973 — MISSOURI

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: **Naomi Gerber**

Principal: Cayton Excavation, Inc.
Obligee: City of Billings
Bond Description: Landon's Inclusive Playground and Phase II Parking Lot, Poly Vista Park, Billings, Montana
Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

State of Illinois
County of Cook ss

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 26, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of January, 2024.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC

Weave Construction

SECTION 00300
BID FORM

PROJECT IDENTIFICATION:
LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Billings, MT

CONTRACT IDENTIFICATION AND NUMBER:
N/A

THIS BID SUBMITTED TO:
City of Billings Montana
City Clerk
210 North 27th Street
Billings, Montana 59101

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

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LAND DESIGN

www.landdesigninc.net • 406.655.3550

To: All bidders of record.
Project: LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Date: 01/11/24
From: Michael Verseman, Project Manager, Land Design Inc.

Addendum # 2

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MODIFICATIONS – SECTION 00100 INVITATION TO BID: Hand delivered bids will be accepted at the City Clerk's office. Paragraph 1 of the invitation to bid is modified to read as follows:

> "Separate sealed bids for the construction of LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK will be received by the City of Billings City Clerk, 210 N. 27th Street, Billings, MT 59101 or P.O. Box 1178, Billings, MT 59103 until 2:00 p.m. local time on Tuesday, **January 16th, 2024**, and then publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. Bid tabulations will be posted for public viewing after the bids have been opened."

MODIFICATIONS – SECTION 01030 SPECIAL PROVISIONS – SECTION 4.J : Item 112 of the Special Provisions is modified to read as follows:

> "Item 112 – Site drainage. Install playground drainage sleeving per drawing C4.0."

ADDITIONS – SECTION 01030 SPECIAL PROVISIONS – SECTION 4.A : Adds engineering review fee of $1,000.00 to Item 101 of the Special Provisions. Item 101 is modified to read as follows:

> "Item 101 – General Conditions: This item consists of coordination and scheduling, field engineering, submittals, quality control plan; quality control testing and surveying; construction of temporary facilities; site safety; product shipment, handling, storage, and protection; manufacturer's services and operation and maintenance manuals; mobilization; record drawings; final cleanup; demobilization; and contract closeout. All required taxes, bonds, and insurance, permit license applications, notices, renewals and terminations, including all associated fees are included in this bid item. An engineering permit fee of $1,000.00 for permit # ENG-23-05201 is included in this bid item to be paid by the contractor."

End of Addendum # 2

This Addendum No. 2 is hereby acknowledged this 11th day of JANUARY, 2024.

By: _____

LAND DESIGN

www.landdesigninc.net · 406.655.3550

To: All bidders of record.
Project: LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Date: 12/13/23
From: Michael Verseman, Project Manager, Land Design Inc.

Addendum # 1

The following changes shall be noted by all interested bidders and shall be made part of the Contract Plans and Specifications. A signed original or facsimile photocopy of this Addendum will be acceptable to include with the bid documents.

MODIFICATIONS – SECTION 00100 INVITATION TO BID: Addendum modifies the bid opening date to January 16th 2024. Paragraph 1 of the invitation to bid is modified to read as follows:

"Separate sealed bids for the construction of LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK will be received by the City of Billings City Clerk, 210 N. 27th Street, Billings, MT 59101 or P.O. Box 1178, Billings, MT 59103 until 2:00 p.m. local time on Tuesday, **January 16th 2024**, and then publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. No hand delivered bids will be accepted. Bid tabulations will be posted for public viewing after the bids have been opened."

End of Addendum # 1

This Addendum No. 1 is hereby acknowledged this 12th day of DECEMBER 2023.

By: _____

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

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

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

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

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

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

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

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

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

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

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

A. Unit prices have been computed in accordance with paragraph 11.03.B of the General conditions.

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

C. The Project is separated into a Base Bid and Additive Alternates. Bidders must bid on Base bid and all Alternates to be considered responsive. Owner will award, to the same contractor, the Base Bid and combination of Additive Alternates which will be in the best interest of the Owner, to be awarded as a single contract. Bid form line items are inclusive of all incidentals, labor, and materials not specifically listed to complete the work according to the Construction Documents.

D. Bidder is responsible for calculating bid quantities based on the drawings. Provided quantities in are given for bidding reference only.

LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK

BASE BID

Item #	Description	Bid Qty.	Unit	Total price
101	General Conditions	1	LS	47,000.00

PARKING LOT – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
102	Gravel Demo	1	LS	4,523.00
103	Earthwork & Site Prep	1	LS	54,971.00
104	Curbing	1	LS	15,267.00
105	Asphalt Paving	1	LS	63,115.00
106	Irrigation	1	LS	13,520.00
107	Landscaping	1	LS	7,261.00
108	Seeding	1	LS	7,902.00

Total – Parking Lot Bid - $ $ 166,559.00
Figures

PLAYGROUND – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
109	General Tree Removal & Site Demo	1	LS	7,245.00
110	Earthwork & Site Prep	1	LS	47,135.00
111	Sanitary Sewer Extension	1	LS	4,906.00
112	Site Drainage	1	LS	19,621.00
113	Concrete Paving	1	LS	52,496.00
114	Retaining Wall	1	LS	45,865.00
115	Landscaping	1	LS	47,687.00
116	Irrigation	1	LS	109,955.00
117	Turf- Sod Installation	1	LS	5,994.00
118	Turf- Seeding	1	LS	11,255.00

Total – Playground Bid - $ $ 352,159.00
Figures

Total – Base Bid - $ $ 565,718.00

Figures

ADD ALTERNATE # 1 - Parking lot landscaping

Item #	Description	Bid Qty.	Unit	Total price
201	Landscaping – Parking lot	1	LS	30,390.00
202	Irrigation – Parking lot	1	LS	2,577.00

Total – Add Alternate 1 - $ $ 32,967.00

Figures

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

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

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

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

B. The Owner may request evidence of the CONTRACTOR'S qualifications. Within 5 Days of OWNER'S request the BIDDER shall submit written evidence, such as financial data, previous experience of CONTRACTOR or subcontractor in performing comparable work, and present commitments.

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

SUBMITTED on , . January 16th, 2024

Montana Contractor's Registration # (if any) 158205

Employer's Tax ID No. 81-0462476

If BIDDER is:

An Individual:

_____
(Name typed or printed)

By:

_____
(Individual's Signature)

Doing business as:

_____

Business Address:

_____

Phone No.:_____ FAX No:_____

A Partnership:

_____
(Partnership Name)

By:

_____
(Signature)

_____
(Name, typed or printed)

Business Address:

_____

Phone No.:_____ FAX No:_____

A Corporation: Warren Transport DBA Weave Construction

(Corporation Name)

State of Incorporation: MT

Type: S-Corp

(General Business, Professional, Service, Limited Liability)

By: [signature]

(Signature of authorized personnel)

Title: General Manager

Attest: [signature]

(Signature)

Business Address: 2348 N. Frontage Road, Billings, MT 59101

Phone No.: (406) 245-8833 FAX No: (406) 245-3232

Date of Qualification To Do Business Is: 2/88

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name:

_____

(Name)

By:

_____

(Signature of Joint Venture Partner)

Name:

_____

(Name, printed or typed)

Business Address:

_____

Phone No.:_____ FAX No:_____

Address of Joint Venture for Receipt of Official Communication:
Address:

_____

_____

Phone No.:_____ FAX No:_____

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

END OF SECTION

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Warren Transport, Inc. dba Weave Construction
2348 N. Frontage Road
Billings, MT 59101

SURETY *(Name and Address of Principal Place of Business)*:
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER *(Name and Address)*:
City of Billings
P.O. Box 1178
Billings, MT 59103

BID

Bid Due Date: **1/16/2024**

Description *(Project Name and Include Location)*: **Landon's Inclusive Playground and Phase II Parking Lot Poly Vista Park**

BOND

Bond Number: **Bid Bond**

Date *(Not earlier than Bid due date)*: **1/16/2024**

Penal sum ***** TEN PERCENT OF AMOUNT BID ***** (Words) — **$ 10%** (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Warren Transport, Inc. dba Weave Construction (Seal)	**Hudson Insurance Company** (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Justin Peterson	By:
Signature	Signature (Attach Power of Attorney)
Justin Peterson	**Thomas O. Chambers**
Print Name	Print Name
General Manager	**Attorney-in-Fact**
Title	Title
Attest: Erica Hunt	Attest: Carrie Sheldon
Signature	Signature
Senior Estimator	**Witness**
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

HUDSON INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap

of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars ($25,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 20 22 at New York, New York.

(seal)

Attest.....
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 3rd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

.....
ANN MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

(Notarial Seal) ANN M. MURPHY NOTARY PUBLIC STATE OF NEW YORK

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 16th day of January, 2024.

(seal)

By.....
Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS **16th** day of **January**, **2024**, before me, a notary public, within and for said County and State, personally appeared **Thomas O. Chambers** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **Hudson Insurance Company**, a corporation of **Delaware**, created, organized and existing under and by virtue of the laws of the State of **Delaware**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Kimberly S Rasch

Kimberly S. Rasch
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2026**

Knife River

SECTION 00300
BID FORM

PROJECT IDENTIFICATION:
LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Billings, MT

CONTRACT IDENTIFICATION AND NUMBER:
N/A

THIS BID SUBMITTED TO:
City of Billings Montana
City Clerk
210 North 27th Street
Billings, Montana 59101

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

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

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

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

Addendum No.	Addendum Date
1	12/13/23
2	1/11/24

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

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

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

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

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

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

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

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

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

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

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

A. Unit prices have been computed in accordance with paragraph 11.03.B of the General conditions.

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

C. The Project is separated into a Base Bid and Additive Alternates. Bidders must bid on Base bid and all Alternates to be considered responsive. Owner will award, to the same contractor, the Base Bid and combination of Additive Alternates which will be in the best interest of the Owner, to be awarded as a single contract. Bid form line items are inclusive of all incidentals, labor, and materials not specifically listed to complete the work according to the Construction Documents.

D. Bidder is responsible for calculating bid quantities based on the drawings. Provided quantities in are given for bidding reference only.

LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK

BASE BID

Item #	Description	Bid Qty.	Unit	Total price
101	General Conditions	1	LS	40,000.00

PARKING LOT – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
102	Gravel Demo	1	LS	4000.00
103	Earthwork & Site Prep	1	LS	75,000.00
104	Curbing	1	LS	14,000.00
105	Asphalt Paving	1	LS	52,000.00
106	Irrigation	1	LS	12,000.00
107	Landscaping	1	LS	7,000.00
108	Seeding	1	LS	19,000.00

Total – Parking Lot Bid - $ 183,000.00
Figures

PLAYGROUND – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
109	General Tree Removal & Site Demo	1	LS	18,500.00
110	Earthwork & Site Prep	1	LS	68,000.00
111	Sanitary Sewer Extension	1	LS	16,500.00
112	Site Drainage	1	LS	4,500.00
113	Concrete Paving	1	LS	67,000.00
114	Retaining Wall	1	LS	40,000.00
115	Landscaping	1	LS	42,000.00
116	Irrigation	1	LS	98,000.00
117	Turf- Sod Installation	1	LS	5,200.00
118	Turf- Seeding	1	LS	25,000.00

Total – Playground Bid - $ 384,700.00
Figures

Total – Base Bid - $ 607,700.00
Figures

ADD ALTERNATE # 1 - Parking lot landscaping

Item #	Description	Bid Qty.	Unit	Total price
201	Landscaping – Parking lot	1	LS	27,000.00
202	Irrigation – Parking lot	1	LS	2,200.00

Total – Add Alternate 1 - $ 29,200.00
Figures

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

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

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

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

B. The Owner may request evidence of the CONTRACTOR'S qualifications. Within 5 Days of OWNER'S request the BIDDER shall submit written evidence, such as financial data, previous experience of CONTRACTOR or subcontractor in performing comparable work, and present commitments.

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

SUBMITTED on , . JANUARY 16, 2024

Montana Contractor's Registration # (if any) 10089

Employer's Tax ID No. 81-0465363

If BIDDER is:

An Individual:

_____
(Name typed or printed)

By:

_____
(Individual's Signature)

Doing business as:

_____

Business Address:

_____

Phone No.:_____ FAX No:_____

A Partnership:

_____
(Partnership Name)

By:

_____
(Signature)

_____
(Name, typed or printed)

Business Address:

_____

Phone No.:_____ FAX No:_____

A Corporation: JTL GROUP INC., DBA KNIFE RIVER - BILLINGS
(Corporation Name)

State of Incorporation: MONTANA

Type: GENERAL BUSINESS
(General Business, Professional, Service, Limited Liability)

By: DAVID RESCH
(Signature of authorized personnel)

Title: VICE - PRESIDENT

Attest: VAN HILDRETH
(Signature)

Business Address: P.O. Box 80066 BILLINGS, MT 59106

Phone No.: 406-651-2500 FAX No: 406-655-2009

Date of Qualification To Do Business Is: 1990

JTL GROUP, INC. CORPORATE SEAL 1990 MONTANA
(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name:

_____

(Name)

By:

_____

(Signature of Joint Venture Partner)

Name:

_____

(Name, printed or typed)

Business Address:

_____

Phone No.:_____FAX No:_____

Address of Joint Venture for Receipt of Official Communication:
Address:

_____

_____

Phone No.:_____FAX No:_____

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

END OF SECTION

LAND DESIGN

www.landdesigninc.net · 406.655.3550

To: All bidders of record.
Project: LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Date: 12/13/23
From: Michael Verseman, Project Manager, Land Design Inc.

Addendum # 1

The following changes shall be noted by all interested bidders and shall be made part of the Contract Plans and Specifications. A signed original or facsimile photocopy of this Addendum will be acceptable to include with the bid documents.

MODIFICATIONS – SECTION 00100 INVITATION TO BID: Addendum modifies the bid opening date to January 16th 2024. Paragraph 1 of the invitation to bid is modified to read as follows:

"Separate sealed bids for the construction of LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK will be received by the City of Billings City Clerk, 210 N. 27th Street, Billings, MT 59101 or P.O. Box 1178, Billings, MT 59103 until 2:00 p.m. local time on Tuesday, **January 16th 2024**, and then publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. No hand delivered bids will be accepted. Bid tabulations will be posted for public viewing after the bids have been opened."

End of Addendum # 1

This Addendum No. 1 is hereby acknowledged this 16th day of JANUARY, 2024.

By: _____

LAND DESIGN

www.landdesigninc.net • 406.655.3550

To: All bidders of record.
Project: LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Date: 01/11/24
From: Michael Verseman, Project Manager, Land Design Inc.

Addendum # 2

The following changes shall be noted by all interested bidders and shall be made part of the Contract Plans and Specifications. A signed original or facsimile photocopy of this Addendum will be acceptable to include with the bid documents.

MODIFICATIONS – SECTION 00100 INVITATION TO BID: Hand delivered bids will be accepted at the City Clerk's office. Paragraph 1 of the invitation to bid is modified to read as follows:

> "Separate sealed bids for the construction of LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK will be received by the City of Billings City Clerk, 210 N. 27th Street, Billings, MT 59101 or P.O. Box 1178, Billings, MT 59103 until 2:00 p.m. local time on Tuesday, **January 16th, 2024**, and then publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. Bid tabulations will be posted for public viewing after the bids have been opened."

MODIFICATIONS – SECTION 01030 SPECIAL PROVISIONS – SECTION 4.J : Item 112 of the Special Provisions is modified to read as follows:

> "Item 112 – Site drainage. Install playground drainage sleeving per drawing C4.0."

ADDITIONS – SECTION 01030 SPECIAL PROVISIONS – SECTION 4.A : Adds engineering review fee of $1,000.00 to Item 101 of the Special Provisions. Item 101 is modified to read as follows:

> "Item 101 – General Conditions: This item consists of coordination and scheduling, field engineering, submittals, quality control plan; quality control testing and surveying; construction of temporary facilities; site safety; product shipment, handling, storage, and protection; manufacturer's services and operation and maintenance manuals; mobilization; record drawings; final cleanup; demobilization; and contract closeout. All required taxes, bonds, and insurance, permit license applications, notices, renewals and terminations, including all associated fees are included in this bid item. An engineering permit fee of $1,000.00 for permit # ENG-23-05201 is included in this bid item to be paid by the contractor."

End of Addendum # 2

This Addendum No. 2 is hereby acknowledged this 16th day of January, 2024.

By: _____

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

Knife River - Billings
P.O. Box 80066
Billings, MT 59108

SURETY *(Name and Address of Principal Place of Business)*:

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER *(Name and Address)*:

City of Billings
210 North 27th Street
Billings, Montana 59101

BID

Bid Due Date: January 23, 2024

Description *(Project Name and Include Location)*:

LANDON'S INCLUSIVE PLAYGROUND and PHASE II PARKING LOT POLY VISTA PARK, BILLINGS, MT

BOND

Bond Number: Bid Bond

Date *(Not earlier than Bid due date)*: January 23, 2024

Penal sum Ten Percent of Amount Bid (Words) $ (10%) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Knife River - Billings (Seal)	Liberty Mutual Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
David Resch	Kelly Nicole Enghauser
Print Name	Print Name
Vice President	Attorney-in-Fact
Title	Title
Attest: Kelly Martinson	Attest: Blake Bohlig
Signature	Signature
Witness	Witness
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Surety Acknowledgment

State of Minnesota }
} ss.
County of Hennepin }

On this 23rd day of January 2024, before me personally came Kelly Nicole Enghauser, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209239-190003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedtel; Jessica Hoff; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of January, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of January, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of January, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Askin Construction

SECTION 00300
BID FORM

PROJECT IDENTIFICATION:
LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Billings, MT

CONTRACT IDENTIFICATION AND NUMBER:
N/A

THIS BID SUBMITTED TO:
City of Billings Montana
City Clerk
210 North 27th Street
Billings, Montana 59101

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

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

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

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

Addendum No.	Addendum Date
# 1	12/12/2023
# 2	01/11/2024
Memo #1	01/15/24

LAND DESIGN
www.landdesigninc.net · 406.655.3550

To: All bidders of record.
Project: LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Date: 12/13/23
From: Michael Verseman, Project Manager, Land Design Inc.

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The following changes shall be noted by all interested bidders and shall be made part of the Contract Plans and Specifications. A signed original or facsimile photocopy of this Addendum will be acceptable to include with the bid documents.

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End of Addendum # 1

This Addendum No. 1 is hereby acknowledged this 13th day of December, 2023

By: _____

LAND DESIGN

www.landdesigninc.net • 406.655.3550

To: All bidders of record.
Project: LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Date: 01/11/24
From: Michael Verseman, Project Manager, Land Design Inc.

Addendum # 2

The following changes shall be noted by all interested bidders and shall be made part of the Contract Plans and Specifications. A signed original or facsimile photocopy of this Addendum will be acceptable to include with the bid documents.

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> "Item 112 – Site drainage. Install playground drainage sleeving per drawing C4.0."

ADDITIONS – SECTION 01030 SPECIAL PROVISIONS – SECTION 4.A : Adds engineering review fee of $1,000.00 to Item 101 of the Special Provisions. Item 101 is modified to read as follows:

> "Item 101 – General Conditions: This item consists of coordination and scheduling, field engineering, submittals, quality control plan; quality control testing and surveying; construction of temporary facilities; site safety; product shipment, handling, storage, and protection; manufacturer's services and operation and maintenance manuals; mobilization; record drawings; final cleanup; demobilization; and contract closeout. All required taxes, bonds, and insurance, permit license applications, notices, renewals and terminations, including all associated fees are included in this bid item. An engineering permit fee of $1,000.00 for permit # ENG-23-05201 is included in this bid item to be paid by the contractor."

End of Addendum # 2

This Addendum No. 2 is hereby acknowledged this 11th day of January, 2024.

By: _____

Gmail

Billings Builders Exchange <bbx@billingsplanroom.com>

Landon's Inclusive Playground and Phase II Parking Lot Poly Vista Park Clarification of Bid Requirement

1 message

Steve Lutke <steve@ldinc.net> Mon, Jan 15, 2024 at 11:27 AM
To: Steve Lutke <steve@ldinc.net>
Cc: Michael Verseman <michael@ldinc.net>

Memo #1 dated 1/15/24

To all bidders of record,

We have received some questions about Contract Document Requirements.

For a bid to be eligible, Bidders must be on the Official Plan Holders List. To be added to the Official Plan Holders List, Bidders must purchase an official set of contract documents prior to bid submission.

From SECTION 00100 INVITATION TO BID:

"The contract documents consisting of Drawings and Project Manual may be examined or obtained at the office of Land Design Inc., 1670 South 48th Street West, Billings, MT 59106 in accordance with Article 2.01 of Instructions To Bidders. Required deposit is $100.00 per set, which is not refundable. Per article 13.13 of the City of Billings Standard Modifications to the Montana Public Works Standard Specifications Sixth Edition - Instructions to Bidders, "Bidders must be on the official plan holders list and must purchase contract documents." Please call ahead to arrange a pickup time (406)-655-3550. Provide 2 hours advance notice minimum."

Please contact me if you have any questions.

Thank you for your interest.

Steve Lutke

Field Supervisor

1/15/24

406.655.3550

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

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

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

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

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

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

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

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

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

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

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

A. Unit prices have been computed in accordance with paragraph 11.03.B of the General conditions.

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

C. The Project is separated into a Base Bid and Additive Alternates. Bidders must bid on Base bid and all Alternates to be considered responsive. Owner will award, to the same contractor, the Base Bid and combination of Additive Alternates which will be in the best interest of the Owner, to be awarded as a single contract. Bid form line items are inclusive of all incidentals, labor, and materials not specifically listed to complete the work according to the Construction Documents.

D. Bidder is responsible for calculating bid quantities based on the drawings. Provided quantities in are given for bidding reference only.

LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK

BASE BID

Item #	Description	Bid Qty.	Unit	Total price
101	General Conditions	1	LS	$62,500.00

PARKING LOT – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
102	Gravel Demo	1	LS	$11,500.00
103	Earthwork & Site Prep	1	LS	$70,000.00
104	Curbing	1	LS	$17,000.00
105	Asphalt Paving	1	LS	$100,000.00
106	Irrigation	1	LS	$12,000.00
107	Landscaping	1	LS	$6,500.00
108	Seeding	1	LS	$7,000.00

Total – Parking Lot Bid - $ $224,000.00
Figures

PLAYGROUND – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
109	General Tree Removal & Site Demo	1	LS	$24,000.00
110	Earthwork & Site Prep	1	LS	$130,000.00
111	Sanitary Sewer Extension	1	LS	$14,000.00
112	Site Drainage	1	LS	$6,500.00
113	Concrete Paving	1	LS	$58,000.00
114	Retaining Wall	1	LS	$41,000.00
115	Landscaping	1	LS	$42,000.00
116	Irrigation	1	LS	$99,000.00
117	Turf- Sod Installation	1	LS	$5,500.00
118	Turf- Seeding	1	LS	$10,000.00

Total – Playground Bid - $ $430,000.00
Figures

Total – Base Bid - $ $716,500.00

Figures

ADD ALTERNATE # 1 - Parking lot landscaping

Item #	Description	Bid Qty.	Unit	Total price
201	Landscaping – Parking lot	1	LS	$28,000.00
202	Irrigation – Parking lot	1	LS	$2,500.00

Total – Add Alternate 1 - $ $30,500.00

Figures

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

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

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

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

B. The Owner may request evidence of the CONTRACTOR'S qualifications. Within 5 Days of OWNER'S request the BIDDER shall submit written evidence, such as financial data, previous experience of CONTRACTOR or subcontractor in performing comparable work, and present commitments.

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

SUBMITTED on , . January 16th, 2024

Montana Contractor's Registration # (if any) 232221

Employer's Tax ID No. 6605426-004-CGR

If BIDDER is:

An Individual:

_____
(Name typed or printed)

By:

_____
(Individual's Signature)

Doing business as:

_____

Business Address:

_____

Phone No.:_____FAX No:_____

A Partnership:

_____
(Partnership Name)

By:

_____
(Signature)

_____
(Name, typed or printed)

Business Address:

_____

Phone No.:_____FAX No:_____

A Corporation: Askin Construction LLC

(Corporation Name)

State of Incorporation: Montana

Type: Limited Liability

(General Business, Professional, Service, Limited Liability)

By: 

(Signature of authorized personnel)

Title: General Manager

Attest: 

(Signature)

Business Address: 3300 2nd Ave N. Suite # 3 Billings, MT 59101

Phone No.: 406-702-1097 FAX No: 406-702-1024

Date of Qualification To Do Business Is: 3/17/2017

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name:

_____

(Name)

By:

_____

(Signature of Joint Venture Partner)

Name:

_____

(Name, printed or typed)

Business Address:

_____

Phone No.:_____FAX No:_____

Address of Joint Venture for Receipt of Official Communication:
Address:

_____

_____

Phone No.:_____FAX No:_____

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

END OF SECTION

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

Askin Construction, LLC

3300 2nd Ave N, Ste 3

Billings, MT 59101-1863

SURETY *(Name, and Address of Principal Place of Business)*:

American Alternative Insurance Corporation

555 College Road East

Princeton, NJ 08543

OWNER *(Name and Address)*:

City of Billings

210 North 27th Street, P.O. Box 1178

Billings, MT 59103

BID

Bid Due Date: 1/16/2024

Description *(Project Name— Include Location)*: Landons's Inclusive Playground and Phase II Parking Lot Poly Vista Park, Billings, MT

BOND

Bond Number: 001

Date: 12/13/2023

Penal sum Ten Percent of the Total Amount Bid (Words) $ 10% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Askin Construction, LLC (Seal)	American Alternative Insurance Corporation (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Dennis Ross	John D. Leaf
Print Name	Print Name
General Manager	Attorney-In-Fact
Title	Title
Attest: Jana Erickson	Attest: Kimberly Hodson
Signature	Signature Kimberly Hodson
Title Project Coordinator	Title Bond Clerical

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Jon Tierney; John D. Leaf; Gary Paladichuk; Chris Jermunson; Brooke A. Garness; Kimberly Hodson; Sharresa Drahos; Kristin A. Piccioni; Jamie M. Roe; Jarren Komac; Casey Caywood; Amy Steinmetz; Nathan Oakley; Robert C Pfennigs; and Blaine D. Martin

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000)**.
Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

By: Michael G. Kerner
President

Attest: Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.

Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

   RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

   RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

   FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

   FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 13th day of December 20 23.

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

Department: *PRPL* **FY24 - FY28 CIP**

Project Category: *Parks* **Project Title:** *Poly Vista Park Parking Lot Completion*

Project Description/Location:

Finish paving the parking lot at Poly Vista Park

Justification:

During development of Poly Vista Park Phase 1, only part of the parking lot was paved due to limited funding. This project will finish the curbing, gutters, paving and landscaping of the remaining portion of the parking lot area. This will allow greater parking capacity and safer pedestrian access.

CIP Status	Project Type
☐ Modify Existing	☐ Renewal/ Replacement
☑ New Project	☑ Enhancement/ New

Operating Budget Impact:

Comments:

Insert Picture(s) or Map Here

Estimated Project Cost(s)	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future	Total Cost
Planning, Design, & Engineering								$ -
Land Acquisition								$ -
Construction		220,000						$ 220,000
Equipment								$ -
Other								$ -
Total Project Cost	**$ -**	**$ 220,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 220,000**

Project Funding	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future	Total Cost
Park District 1		220,000						$ 220,000
Cash-in-Lieu								$ -
Amend Park Fund								$ -
NRDP/YRRP								$ -
SBURA								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
Total Project Funding	**$ -**	**$ 220,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 220,000**

Department: *PRPL* **FY24 - FY28 CIP**

Project Category: *Parks* **Project Title:** *Poly Vista Park Playground Development*

Project Description/Location:

Develop an accessible and inclusive playground at Poly Vista Park

Justification:

Landon's Legacy Foundation is actively fund raising to develop an Accessible and inclusive playground at Poly Vista Park. This playground will be specially designed for individuals who have disabilities to fully access the playground equipment.

CIP Status	Project Type
☐ Modify Existing	☐ Renewal/ Replacement
☑ New Project	☑ Enhancement/ New

Operating Budget Impact:

Comments:

Insert Picture(s) or Map Here

Estimated Project Cost(s)	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future	Total Cost
Planning, Design, & Engineering		100,000						$ 100,000
Land Acquisition								$ -
Construction		1,215,097						$ 1,215,097
Equipment								$ -
Other								$ -
Total Project Cost	**$ -**	**$ 1,315,097**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,315,097**

Project Funding	Prior Years	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Future	Total Cost
Park District 1		315,097						$ 315,097
Cash-in-Lieu								$ -
Amend Park Fund								$ -
NRDP/YRRP								$ -
SBURA								$ -
Landon's Legacy Foundation		1,000,000						$ 1,000,000
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
Total Project Funding	**$ -**	**$ 1,315,097**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,315,097**

BID PROPOSAL

AND

CONSTRUCTION SPECIFICATIONS

FOR

LANDON'S INCLUSIVE PLAYGROUND and PHASE II PARKING LOT POLY VISTA PARK Billings, Montana

December 8th, 2023

Prepared For:

Billings PARKS AND RECREATION

390 North 23rd Street
Billings, MT 59101

Bid Form Signed _____
Bid Guarantee Included _____
Addendum Acknowledged _____

Set # _____

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Contract Plans and Specifications

for:

LANDON'S INCLUSIVE PLAYGROUND and PHASE II PARKING LOT POLY VISTA PARK

December 8th, 2023

Prepared For:

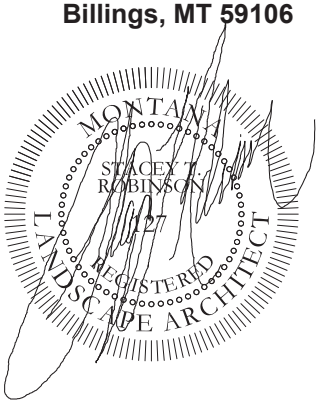
City of Billings Parks and Recreation
Mr. Cole McQuillan, Park Superintendent

390 North 23rd Street
Billings, MT 59101

Prepared By:

Land Design, Inc.
1670 S 48th Street West
Billings, MT 59106

Great West Engineering
6780 Trade Center Avenue
Billings, MT 59101



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AGREEMENT FORM
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PERFORMANCE BOND
PAYMENT BOND
PREVAILING WAGE RATES
SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS (CSI Format)

DIVISION 3 - CONCRETE
031000 Concrete Forming and Accessories
032000 Concrete Reinforcing
033000 Cast-In-Place Concrete

DIVISION 4 - MASONRY
044000 Stone Materials

DIVISION 5 - METALS
051213 Architecturally Exposed Structural Steel Framing

DIVISION 31 - EARTHWORK
312573 Detention Basin Soil
323113 Chainlink Fence and Gates
328400 Irrigation System
328410 Irrigation Trench & Backfill
329200 Turf & Grasses
329300 Landscaping
329413 Bed Edging

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C1.0 GENERAL NOTES, SYMBOLS, AND ABBRV.
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C3.0 PLAYGROUND DRAIN DETAILS-LLF
C4.0 OVERALL SITE PLAN-BPR
C5.0 PARKING LOT DETAILED SITE PLAN-BPR
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L4.3 DETAILS-LLF
L4.4 DETAILS-LLF
L4.5 DETAILS-LLF
L4.6 DETAILS-LLF

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REFERENCED DOCUMENTS

REFERENCED DOCUMENTS

The specifications for this project include by reference the following two documents. Although they are not printed in this Project Manual, they are still made part of these Contract Documents and the Contractor shall be required to comply with any and all such regulations, unless modified herein.

Document:
Montana Public Works Standard Specifications (MPWSS) Sixth Edition, April 2010
Available from:
Montana Contractors Association
1717 11th Avenue, P.O. Box 4519, Helena, MT 59604
(406)-442-4162

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INVITATION TO BID

SECTION 00100
INVITATION TO BID

Separate sealed bids for the construction of LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK will be received by the City of Billings City Clerk, 210 N. 27th Street, Billings, MT 59101 or P.O. Box 1178, Billings, MT 59103 until 2:00 p.m. local time on Tuesday, January 23rd 2024, and then publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. No hand delivered bids will be accepted. Bid tabulations will be posted for public viewing after the bids have been opened.

The project consists of a base bid and 1 additive alternates:

Base Bid scope includes: Site demo, Mass grading, Site utilities modification, Parking lot construction, Retaining wall construction, Sidewalks, Irrigation expansion, Planting and Seeding in Poly Vista Park in Billings Montana.

Additive Alternate 1 scope includes: Parking lot planting - trees, shrubs, perennials and associated irrigation.

The contract documents consisting of Drawings and Project Manual may be examined or obtained at the office of Land Design Inc., 1670 South 48th Street West, Billings, MT 59106 in accordance with Article 2.01 of Instructions To Bidders. Required deposit is $100.00 per set, which is not refundable. Per article 13.13 of the City of Billings Standard Modifications to the Montana Public Works Standard Specifications Sixth Edition - Instructions to Bidders, "Bidders must be on the official plan holders list and must purchase contract documents." Please call ahead to arrange a pickup time (406)-655-3550. Provide 2 hours advance notice minimum.

In addition, the Drawings and Project Manual may also be examined at the following locations: Billings Builders Exchange, 2050 Broadwater Avenue, Suite A, Billings, MT 59102.

There will be a Pre-Bid Conference on-site in the parking lot of Poly Vista Park in Billings, MT at 2 pm on January 10th, 2024. Interested CONTRACTORS are encouraged to attend.

CONTRACTOR and any of the CONTRACTOR'S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the laws of Yellowstone (County) and the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the CITY OF BILLINGS, MT, in an amount not less than ten percent (10%) of the

total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided.

No bid may be withdrawn after the scheduled time for the public opening of bids, which is 2 p.m. local time, Tuesday January 23rd, 2024.

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

The City of Billings is an Equal Opportunity Employer.

Published at Billings, Montana, this December 8th, 2023.

Denise R. Bohlman
City Clerk
P.O. Box 1178
Billings, MT 59103

Dept: Billings Parks and Recreation Department

Published: December 8th 2023
December 15th 2023
December 22nd 2023

INSTRUCTIONS TO BIDDERS

SECTION 00200
INSTRUCTIONS TO BIDDERS

ARTICLE 1- DEFINED TERMS

1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and the Supplementary Conditions. Additional terms used in these Instructions To Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

A. Bidder" - The individual or entity who submits a Bid directly to OWNER

B. Issuing Office" - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

C. "Successful Bidder" - The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluations as hereinafter provided) makes an award.

ARTICLE 2- COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may be obtained from the Issuing Office. The deposit will not be refunded.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3- QUALIFICATION OF BIDDERS

3.1 To demonstrate Bidder's qualifications to perform the Work, within 24-hours of Owners request, Bidder shall submit written evidence, such as financial data, previous experience in performing comparable work, present commitments and other such data as may be called for in the Special Provisions.

3.2 In determining the lowest responsible bid, the following elements will be considered: whether the BIDDER involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience; and (e) attend the pre-bid conference (in case of mandatory pre bid).

3.3 Each BIDDER may be required to show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No BIDDER will be acceptable if he is engaged on any other work which impairs his ability to finance his contract. The BIDDER shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

3.4 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

3.5 Water and Wastewater Plant Facilities Only: Within five (5) days after the bid opening, the apparently successful Bidder may be required to submit the SAFETY PERFORMANCE AND PROGRAM SUMMARY form supplied by the Owner (a copy of this form is in the Standard Modifications to MPWSS section of this Project Manual). The information required on the form represents a summary of the bidder's safety history during the previous five (5) years. The information on the form may be used to determine whether a Bidder is responsible. The successful Bidder shall comply with the additional safety requirements found in 29CFR1910.119(h)(2) and (3).

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE

4.1 Subsurface and Physical Conditions

A. The Special Provisions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

4.2 Copies of reports and drawings referenced in paragraph 4.02.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.3 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others. OWNER and ENGINEER do not assume responsibility for the accuracy or completeness thereof unless expressly provided otherwise elsewhere.

4.4 Hazardous Environmental Condition

A. The Special Provisions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in the Special Provisions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.5 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.6 Upon request, OWNER will provide Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill and compact all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

A. Reference is made to the Special Provisions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Special Provisions.

4.7 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Biding Documents including any Addenda and the other related data identified in the Bidding Documents;

B. Visit the site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work; including but not limited to those general and local conditions affecting transportation, disposal, handling and storage facilities, availability of labor, water, power, roads, climactic conditions and seasons, physical conditions at the work Sites and project area as a whole, job site topography and ground conditions, equipment and facilities needed preliminary to and during work prosecution,

C. Become familiar with and satisfy Bidder as to all Federal, State and Local Laws and Regulations that may affect cost, progress, or performance of the Work;

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

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

F. Agree at the time of submitting its bid that no further examinations, investigations, exploration, tests, studies or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicted in the Bidding Documents;

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

I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to the Bidders; and

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by ENGINEER are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.1 A pre-Bid conference will be held at the time and place listed in the Invitation To Bid. Representatives of OWNER and ENGINEER will be present to discuss the project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6- SITE AND OTHER AREAS

6.1 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR Easement for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7-INTERPRETATIONS AND ADDENDA

7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 Addenda may be issued to clarify, correct or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.3 Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his proposal, shall be covered in the Bid and shall be made a part of the Agreement. Receipt of each addendum shall be acknowledged in the Bid.

ARTICLE 8-BID SECURITY

8.1 A Bid must be accompanied by Bid Security made payable to the City of Billings and in accordance with BMCC 13-501.

ARTICLE 9- CONTRACT TIMES

9.1 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10- LIQUIDATED DAMAGES

10.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11- SUBSTITUTE AND "OR-EQUAL" ITEMS

11.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is indicted in the Bidding Documents that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraphs 6.05 of the General Conditions and may be supplemented in the General Requirements or Special Provisions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.1 If the Special Provisions require or the OWNER would request the identity of certain Subcontractors, Suppliers, individuals or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall will within five (5) days after Bid opening submit to OWNER a list of all such Subcontractors, Suppliers, individuals or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER alter due investigation has reasonable objection to any proposed Subcontractor, Supplier, individual or entity OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.2 If the apparent Successful Bidder declines to make any such substitution, the OWNER may determine such Bidder to be non-responsive and reject the Bid. Declining to make requested substitution will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor, Supplier, individual or entity so listed and against which OWNER and ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.3 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

12.4 The use of subcontractors listed by the bidder and accepted by Owner prior to the Notice of Award will be required in the performance of the work.

ARTICLE 13- PREPARATION OF BID

13.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the ENGINEER. Bids shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations there from may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the Bid being submitted may be rejected as irregular.

13.2 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. For the convenience of the Engineer, none of the Instruction to Bidders, Bid Form, Bond Forms, Agreement, Contract Specifications, or other specifications should be removed from the bound copy of Contract Documents prior to submission of the bid.

13.3 Bids by a corporation must be executed in the corporate name by the president or a vice president or other corporate officer who is authorized to bind the corporation, and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. The Bid of a corporation, which is signed by a person other than a corporate officer, must be accompanied by evidence of authority to sign. Bidders must be on the official plan holders list and must purchase contract documents.

13.4 A bid by a partnership shall be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The State of formation of the firm and the official address of the firm must be shown below the signature.

13.6 A Bid by an individual shall show the Bidder's name and official address.

13.7 A Bid by a Joint Venture shall be executed by each Joint Venturer in the manner indicated on the Bid form. The official address of the Joint Venture must be shown below the signature.

13.8 All signatures are to be in ink and names must be typed or printed below the signature. The title of the person(s) executing the Bid shall be clearly indicated beneath the signature.

13.9 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). Bids in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

13.10 The address and telephone number for communications regarding the Bid must be shown.

13.11 Current Montana Contractor's registration number, if any, must be shown.

ARTICLE 14- BASIS OF BID; EVALUATION OF BIDS

14.1 Bids.

A. Bidders shall submit a Bid on a unit price and/or lump sum basis for each item of Work listed in the Bid schedule as provided in the Bid form. The Bid will not be considered unless the Bid Form contains prices for all unit price and/or lump sum items, and alternates, as shown on the Bid Form. Bids and totals shall be shown legibly in their proper locations. The total amount of the Bid shall be legibly written and numerically presented in the proper places and the Bid Form shall be manually signed.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit price will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 15 - SUBMITTAL OF BID

15.1 Each prospective Bidder is to execute one copy of the Bidding Documents. The Bid form is to be completed and submitted with the Bid security along with additional documents, if any, as identified in the Special Provisions.

15.2 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the bid is submitted), the name and address of Bidder, and, shall be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". A mailed bid shall be addressed to the address shown in the Invitation To Bid.

15.3

A. The Bid will not be considered unless accompanied by proper Bid Security in accordance with Article 8 of these Instruction to Bidders.

B. Alternative Bids will not be considered unless called for.

C. Bids by telephone, telegraph, fax or other telecommunication systems will not be considered.

ARTICLE 16- MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn by art appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids as called for in the Invitation to Bid. Requests for modification or withdrawal must be written and must be signed in the same manner and by the same person(s) who signed the Bid.

16.2 If, within twenty-four hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17- OPENING OF BIDS

17.1 Bids will be opened at the time set for opening in the Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1 All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19- AWARD OF CONTRACT

19.1 OWNER reserves the right to reject any and all Bids, including without limitation, nonconforming, non responsive, unbalanced or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. OWNER reserves the right to reject the Bid of any Bidder if OWNER believes it would not be in the best interest of the Project to make an award to that Bidder whether because Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER.

19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of the Bidder and the rejection of all Bids in which that bidder has an interest.

19.3 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.4 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Special Provisions.

19.5 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals or entities to perform the Work in accordance with the Contract Documents.

19.6 If the Contract is to be awarded, OWNER will award the Contract to the responsible bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, is lowest price, in the best interest of the Project, and other factors considered, The OWNER reserves the right to accept or reject the Bids, or portions of Bids if denoted in the Bid as separate schedules, and to award more than one Bid or schedule for the same Bid if any of the aforementioned combination of Bids or schedules will be in the best interest of the OWNER. The OWNER reserves the right to cancel the award of any Agreement at any time before the complete execution of said Agreement by all parties without any liability against the OWNER.

ARTICLE 20 – CONTRACT SECURITY

20.1 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to Performance Bond, Payment Bond, and certificates of insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds and insurance.

ARTICLE 21- SIGNING OF AGREEMENT

21. 1 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver at least six (6) counterparts of the Agreement and attached documents to OWNER. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings and Specifications.

ARTICLE 22- STATE LAWS AND REGULATIONS

22.1 All applicable laws, ordinances and the rules and regulations of authorities having jurisdiction over construction of the project shall apply to the Contract throughout. State laws and ordinances which the CONTRACTOR must comply with, include but are not limited to, those involving workmen's compensation insurance, contractor registration, employment preference to Montana contractors and Montana residents, and gross receipts tax.1

22.2 On all projects and contracts with the Owner, Contractor and all subcontractors shall pay the standard prevailing rate of wages for all labor employed. The standard prevailing rate of wages, as used herein, means that standard prevailing rate of wages in the locality where the work is to be performed as determined under the Montana Statewide Prevailing Wage Rates and as bound herein. The Contractor and subcontractors are directed to the City Engineer's Office for information on the standard prevailing rate of wages applicable to this contract within this area.

22.3 Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wages to be paid to the employees.

22.4 In accordance with Title 15, Chapter 50, MCA, the Owner shall withhold, in addition to other amounts withheld as provided by law or specified herein, one percent (1%) of all payments due the Contractor and shall transmit such monies to the Montana Department of Revenue.

END OF SECTION 00200

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BID FORM

SECTION 00300
BID FORM

PROJECT IDENTIFICATION:
LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK
Billings, MT

CONTRACT IDENTIFICATION AND NUMBER:
N/A

THIS BID SUBMITTED TO:
City of Billings Montana
City Clerk
210 North 27th Street
Billings, Montana 59101

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

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

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

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

Addendum No. Addendum Date
_____ _____
_____ _____
_____ _____

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

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

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

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

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

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

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

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

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

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

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

A. Unit prices have been computed in accordance with paragraph 11.03.B of the General conditions.

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

C. The Project is separated into a Base Bid and Additive Alternates. Bidders must bid on Base bid and all Alternates to be considered responsive. Owner will award, to the same contractor, the Base Bid and combination of Additive Alternates which will be in the best interest of the Owner, to be awarded as a single contract. Bid form line items are inclusive of all incidentals, labor, and materials not specifically listed to complete the work according to the Construction Documents.

D. Bidder is responsible for calculating bid quantities based on the drawings. Provided quantities in are given for bidding reference only.

LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK

BASE BID

Item #	Description	Bid Qty.	Unit	Total price
101	General Conditions	1	LS	_____

PARKING LOT – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
102	Gravel Demo	1	LS	_____
103	Earthwork & Site Prep	1	LS	_____
104	Curbing	1	LS	_____
105	Asphalt Paving	1	LS	_____
106	Irrigation	1	LS	_____
107	Landscaping	1	LS	_____
108	Seeding	1	LS	_____

Total – Parking Lot Bid - $

Figures

PLAYGROUND – BPR Scope

Item #	Description	Bid Qty.	Unit	Total price
109	General Tree Removal & Site Demo	1	LS	_____
110	Earthwork & Site Prep	1	LS	_____
111	Sanitary Sewer Extension	1	LS	_____
112	Site Drainage	1	LS	_____
113	Concrete Paving	1	LS	_____
114	Retaining Wall	1	LS	_____
115	Landscaping	1	LS	_____
116	Irrigation	1	LS	_____
117	Turf- Sod Installation	1	LS	_____
118	Turf- Seeding	1	LS	_____

Total – Playground Bid - $

Figures

Total – Base Bid - $

Figures

ADD ALTERNATE # 1 - Parking lot landscaping

Item #	Description	Bid Qty.	Unit	Total price
201	Landscaping – Parking lot	1	LS	_____
202	Irrigation – Parking lot	1	LS	_____

Total – Add Alternate 1 - $

Figures

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

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

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

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

B. The Owner may request evidence of the CONTRACTOR'S qualifications. Within 5 Days of OWNER'S request the BIDDER shall submit written evidence, such as financial data, previous experience of CONTRACTOR or subcontractor in performing comparable work, and present commitments.

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

SUBMITTED on , . _____

Montana Contractor's Registration # (if any) _____

Employer's Tax ID No. _____

If BIDDER is:

An Individual:

_____
(Name typed or printed)

By:

_____
(Individual's Signature)

Doing business as:

_____

Business Address:

_____

Phone No.:_____FAX No:_____

A Partnership:

_____
(Partnership Name)

By:

_____
(Signature)

_____
(Name, typed or printed)

Business Address:

_____

Phone No.:_____FAX No:_____

A Corporation:

_____
(Corporation Name)

State of Incorporation:

_____

Type:

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

By:

_____
(Signature of authorized personnel)

Title:

_____

Attest:

_____
(Signature)

Business Address:

_____

Phone No.:_____FAX No:_____

Date of Qualification To Do Business Is:

_____

_____
(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name:

_____
(Name)

By:

_____
(Signature of Joint Venture Partner)

Name:

_____
(Name, printed or typed)

Business Address:

_____

Phone No.:_____FAX No:_____

Address of Joint Venture for Receipt of Official Communication:
Address:

_____

_____

Phone No.:_____FAX No:_____

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

END OF SECTION

AGREEMENT FORM

SECTION 00500

AGREEMENT FORM

This Agreement is dated as of the _____day of ___in the year _____, by and between "City of Billings", hereinafter called "Owner" and _____hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

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

Base Bid scope includes: Site demo, Mass grading, Site utilities modification, Parking lot construction, Retaining wall construction, Sidewalks, Irrigation expansion, Planting and Seeding in Poly Vista Park in Billings Montana.

Additive Alternate 1 scope includes: Parking lot planting - trees, shrubs, perennials and associated irrigation.

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: LANDON'S INCLUSIVE PLAYGROUND and PHASE II PARKING LOT POLY VISTA PARK.

Article 3. ENGINEER

3.01 The Project has been designed by: Land Design, Inc., & Great West Engineering, who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME

4.01 Time of the Essence.

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

4.02 Days to Achieve Substantial and Final Completion.

A. The Work will be substantially complete within 150 days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

B. Final completion of the Work shall be within 30 days after the date of Substantial Completion.

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Seven Hundred Fifty dollars ($750.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete and Three Hundred Fifty dollars ($350.00) for each day that expires after the time specified in paragraph 4.02 for Final completion. The liquidated damages specified herein includes unscheduled employment.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Section 6 below:

A. For all Work other than Unit Price Work, a lump sum of: ----------

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

6.02 Progress Payments; Retainage:

A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

a) The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

b) Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

Article 7. INTEREST:

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at a rate of up to 1% per month.

Article 8. CONTRACTOR'S REPRESENTATION:

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents

B. 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 or furnishing of the Work.

C. 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.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

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

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

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

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

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS:

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (Pages 1 to 8 , inclusive);
2. Performance Bond (pages 1 to 3 , inclusive);
3. Payment Bond (pages 1 to 3 , inclusive);
4. Other Bonds
   a) Bid Bond (pages 1 to 2 , inclusive);
5. General Conditions (as referenced);
6. Supplementary Conditions (as referenced);
7. Special Provisions (pages 1 to 3 , inclusive);
8. Specifications as listed in the table of contents of the Project Manual;
9. Drawings consisting of a cover sheet and sheets numbered through with each sheet bearing the following general title: LANDON'S INCLUSIVE PLAYGROUND and PHASE II PARKING LOT POLY VISTA PARK;
10. Addenda (Numbers 1 to , inclusive);
11. Exhibits to this Agreement (enumerated as follows):
    a) Notice To Proceed (pages 1 to 1, inclusive);
    b) Contractor's Bid (pages 1 to 8, inclusive);
    c) Notice of Award
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a) Written Amendments;
    b) Work Change Directives;
    c) Change Order(s).
    d) Any Notice of Partial Utilization
    e) Notice of Substantial Completion
    f) Lien Waivers
    g) Notice of Final Completion and Acceptance
13. Certificates of Insurance
14. Wage Rates
15. Special Provisions (Section 00900 of Std Mods and project specific)

16. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010,including the City of Billings Standard Modifications thereof.

B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 10. MISCELLANEOUS:

10.01 Terms.

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract.

A. 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 come due and moneys that are due may not be assigned without such 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 release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision of part of the Contract Documents held to be void or unenforceable under and Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WEREOF, Owner and Contractor have signed 4 copies of Agreement. Two counterparts have been delivered to Owner, one to Contractor and one to Engineer (number of signed copies may be reduced to 3 without Consultant Engineer).

This Agreement will be effective on _____, 2021 (which is the effective date of the Agreement).This Agreement shall not be effective unless and until concurred by Funding Agency's (if any) designated representative.

Owner _____ Contractor_____

By _____ By_____
(Signature) (Signature)

Attest _____ Attest_____
(Signature) (Signature)

Address for giving notices:
Phone No.
FAX No.

Address for giving notices:
Phone No.
FAX No.

(CORPORATE SEAL)

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement)

(SEAL)

Contractor Registration No.

Agent for service process:

_____

_____(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Owner's Designated Representative:	Contractor's Designated Representative:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Phone No.: _____	Phone No.: _____
FAX No.: _____	FAX No.: _____

Agency Concurrence:

As a lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

By: _____

(Agency Official's Signature)

Title:_____

Date:_____

END OF SECTION

BID BOND

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:
City of Billings
210 North 27th Street
Billings, Montana 59101

BID

Bid Due Date:

Description *(Project Name and Include Location)*:
LANDON'S INCLUSIVE PLAYGROUND and PHASE II PARKING LOT POLY VISTA PARK, BILLINGS, MT

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
City of Billings
210 North 27th Street
Billings, Montana 59101

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):
LANDON'S INCLUSIVE PLAYGROUND and PHASE II PARKING LOT POLY VISTA PARK, BILLINGS, MT

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

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PAYMENT BOND

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
City of Billings 210 North 27th Street
Billings, Montana 59101

CONTRACT
Effective Date of Agreement:
Amount:
Description *(Name and Location)*:
LANDON'S INCLUSIVE PLAYGROUND and PHASE II PARKING LOT POLY VISTA PARK, BILLINGS, MT

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other*):

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PREVAILING WAGE RATES

MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2023

Effective: January 14, 2023

Greg Gianforte, Governor
State of Montana

Laurie Esau, Commissioner
Department of Labor & Industry

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

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59601
Phone 406-444-6543

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

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

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

LAURIE ESAU
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of January 14, 2023

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(a), 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 www.mtwagehourbopa.com 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 18-2-408, MCA states:

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

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

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website: http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

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

R. Foreman Rates

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

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

WAGE RATES

BOILERMAKERS

Wage	Benefit
$34.12	$31.68

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:
All Districts
0-120 mi. free zone
>120 mi. federal mileage rate/mi.

Special Provision:
Travel is paid only at the beginning and end of the job.

Per Diem:
All Districts
0-70 mi. free zone
>70-120 mi. $65.00/day
>120 mi. $80.00/day

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BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
$32.32	$16.78

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

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CARPENTERS

Wage	Benefit
$33.50	$14.07

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

No Rate Established

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

Zone Pay:
No zone pay established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
$29.11	$13.80

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.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
$29.70	$13.80

This group includes but is not limited to:
Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bitunimous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
$30.65	$13.80

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.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
$31.65	$13.80

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.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
$31.75	$13.80

This group includes but is not limited to:
Cranes, 45 tons up to and incl. 74 tons.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
$32.75	$13.80

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
$33.75	$13.80

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.

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + $3.50/hr.
>60 mi. base pay + $5.50/hr.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
$23.08	$11.82

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

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
$26.40	$11.82

This group includes but is not limited to:
General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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 3

Wage	Benefit
$26.07	$12.44

This group includes but is not limited to:
Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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

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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
$26.76	$11.82

This group includes but is not limited to:
Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete);
Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc

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

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

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DIVER TENDERS

Wage	Benefit
$43.98	$17.84

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

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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DIVERS

	Wage	Benefit
Stand-By	$44.98	$17.84
Diving	$89.96	$17.84

Depth Pay (Surface Diving)

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

Diving In Enclosures

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

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

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ELECTRICIANS

Wage	Benefit
$36.69	$16.93

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.
>60 mi. $75.00/day

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

Wage	Benefit
$41.07	$19.87

Duties Include:
Insulate pipes, ductwork or other mechanical systems.

Travel:
All Districts
0-30 mi. free zone
>30-40 mi. $25.00/day
>40-50 mi. $35.00/day
>50-60 mi. $50.00/day
>60 mi. $60.00/day plus
- $0.56/mi. if transportation is not provided.
- $0.20/mi. if in company vehicle.

>60 mi. $105.00/day on jobs requiring an overnight stay plus
- $0.56/mi. if transportation is not provided.
- $0.20/mi. if in company vehicle.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
$30.53	$27.91

Duties Include:
Cut, bend, tie, and place rebar.

Travel:
0-45 mi. free zone
>45-60 mi. $50.00/day
>60-100 mi. $75.00/day
>100 mi. $95.00/day

Special Provision:
When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
$30.53	$27.91

Duties Include:
Structural steel erection; assemble prefabricated metal buildings; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:
0-45 mi. free zone
>45-60 mi. $50.00/day
>60-100 mi. $75.00/day
>100 mi. $95.00/day

Special Provision:
When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

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LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
$37.26	$17.93

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
$29.09	$17.24

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
$48.65	$19.06

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

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MILLWRIGHTS

Wage	Benefit
$42.58	$14.57

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

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PAINTERS

Wage	Benefit
$25.00	$0.00

Travel:
No travel or per diem established.

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PILE BUCKS

Wage	Benefit
$33.50	$14.07

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

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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PILOT CAR DRIVERS

No Rate Established

Zone Pay:
No zone pay established.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
$38.56	$20.61

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

Travel:
0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: $0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: $110.00/day.
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SPRINKLER FITTERS

Wage	Benefit
$35.66	$24.29

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

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

0-60 mi. free zone
>60-80 mi. $21.00/day
>80-100 mi. $31.00/day
>100 mi. $115.00/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.

Per Diem
No per diem is applicable when traveling in employer's vehicle

The following per diem is applicable when traveling in employee's vehicle.

0-100 mi. free zone
>100 mi. $105.00/day + the IRS rate per mile and $8.92 for every 15 miles traveled for one trip out and one trip back.
>100 mi. $115.00/day

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TRUCK DRIVERS

	Wage	Benefit
Truck Driver	$31.28	$11.96

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.

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

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SPECIAL PROVISIONS

SECTION 01030
SPECIAL PROVISIONS

SP-1 BID SUBMITTAL AND BASIS OF AWARD

1.A Description: The LANDON'S INCLUSIVE PLAYGROUND and PHASE II PARKING LOT POLY VISTA PARK project is broken into 2 separate contracts, one Public, and one Private. The Public portion of work is open to competitive bidding as a part of these documents and is designated as "BPR" items in the documents. The Private contract has been negotiated in advance and is designated as "LLF" items in the documents. Information related to the Private contract is provided for informational & coordination purposes.

1.A.1 The general scope for the Public Bid includes the following.

1.A.1.1 Base Bid scope includes: Site demo, Mass grading, Site utilities modification, Parking lot construction, Retaining wall construction, Sidewalks, Irrigation expansion, Planting and Seeding in Poly Vista Park in Billings Montana.

1.A.1.2 Additive Alternate 1 scope includes: Parking lot planting - trees, shrubs, perennials and associated irrigation.

1.A.2 The general scope for the Private Contract includes the following.

1.A.2.1 Playground equipment erection, Play surfacing installation including base rock, Shade Sail & Picnic Shelter construction including associated concrete pads, Custom site specialties, Site furnishings.

1.A.3 Schedule

1.A.3.1 Construction sequencing & coordination with Private Contractor is paramount.

1.A.3.2 It is expected that construction of the Public contract will be split or otherwise coordinated to allow construction of the Private contract in sequence with the Public contract workflow to minimize conflicts.

1.A.4 Private Contractor contact information

1.A.4.1 Bauer Construction is the General Contractor for the Private contract.

1.A.4.2 Contact: Houston Bauer – (406) 252 - 8319

1.B Basis of Award

1.B.1 Bidders are required to bid on the base bid and additive alternates to be considered responsive. Owner will award to the same contractor the base bid, and any additive alternates which will be in the best interest of the City.

SP-2 PROJECT COORDINATION

2.A The requirements of this special provision shall supplement section 01041 of MPWSS

2.B A construction coordination meeting between public and private contractor is required to develop a schedule and identify project handoffs & access points.

2.B.1 Handoff of construction site between Public and Private Contractor shall be coordinated at an on-site meeting with both contractors and Owner's Representative in attendance. All parties will agree to the site conditions upon transfer in writing. Contract time will be stopped or amended

2.B.2 A second handoff of the construction site will occur as necessary in the same fashion as described above to transfer control of the Private Contractor's site work back to Public Contractor.

2.C Public contractor shall submit a construction schedule to the Owner in coordination with the private contractor prior to beginning construction. The schedule will show the order, timing, and progress in which the contractor proposes to complete the work. This schedule shall be in the format of a bar graph or cpm diagram. The schedule shall be updated and resubmitted with each application for payment.

2.D The public contractor shall coordinate all construction activities through all phases of project with the intent to complete the proposed construction in a neat and orderly fashion, in a timely manner, and with a minimum of disturbance to adjacent property and the public.

2.E The contractor and any critical subcontractors performing work shall attend or be represented at construction coordination meetings scheduled by the Owner throughout the duration of the project.

2.F The contractor shall coordinate all construction activities with local utilities.

SP-3 PROTECTION PRESERVATION & REPAIR

3.A Existing structures

3.A.1 The contractor shall document the preconstruction condition of potentially impacted structures and pavement and provide a copy of all such documentation to the owner upon request.

3.A.2 Where construction will be required adjacent to existing structures, the contractor shall be solely responsible to maintain the structural integrity of the existing structures. The contractor shall take whatever means necessary to ensure that the existing structure is not damaged and, if necessary, shall install shoring, or other means of supporting the utility or structure, or change the size or type of construction equipment. The contractor shall protect, and in the case of any damage, repair the existing structures at the contractor's expense.

3.A.3 The contractor is responsible for the protection of and the cost to repair and replace to the satisfaction of the owner, any and all asphalt damaged due to any construction or travel (hauling, storage, unloading. etc.) Operations. The contractor shall familiarize themselves with the existing surfacing sections in the project area and consider self-imposed load restrictions conforming to those sections. The contractor shall use equipment sized and equipped to protect the asphalt. The contractor shall make their own assessment of the conditions and adjust their bid accordingly.

SP-4 BID ITEM DESCRIPTION

4.A Item 101 – General Conditions: This item consists of coordination and scheduling, field engineering, submittals, quality control plan; quality control testing and surveying; construction of temporary facilities; site safety; product shipment, handling, storage, and protection; manufacturer's services and operation and maintenance manuals; mobilization; record drawings; final cleanup; demobilization; and contract closeout. All required taxes, bonds, and insurance, permit license applications, notices, renewals and terminations, including all associated fees are included in this bid item.

PARKING LOT – BPR SCOPE

4.B Item 102 - Gravel Demo of existing parking lot gravel per drawings.
4.C Item 103 - Earthwork & Site Prep. All areas of new work within the parking lot boundary including gravel area reclamation per drawings.
4.D Item 104 – Curbing. Concrete parking lot curb per drawings.
4.E Item 106 – Irrigation. All areas of new work within the parking lot boundary per drawings. Irrigation includes irrigation stub out for future tie in with add alt 1 irrigation.
4.F Item 107 – Landscaping. Install weed barrier, mulch, tree and shrub planting for all areas of new work within the parking lot boundary per drawings.
4.G Item 108 – Seeding. All areas of new work within the parking lot boundary per drawings.

PLAYGROUND – BPR SCOPE

4.H Item 109 - General Tree Removal & Site Demo. This work shall include the removal of miscellaneous items that are located within the construction limits of the proposed project. These items may include removal and disposal of fencing, trees, and construction debris.
4.I Item 111 - Sanitary Sewer Extension. Install and connect new sanitary sewer line to existing piping per drawings.
4.J Item 112 - Site Drainage. Install playground drainage system and drain to daylight at detention basin per drawings.

4.K Item 113 - Concrete Paving. Install new sidewalks and fundraiser brick concrete edge per drawings.
4.L Item 114 - Retaining Wall. Install 22" block rock retaining walls per drawings.
4.M Item 115 – Landscaping. Install weed barrier, mulch, tree and shrub planting for all areas of new work within the playground boundary per drawings.
4.N Item 116 – Irrigation. Install irrigation system for all areas of new work within the playground boundary per drawings.
4.O Item 117 - Turf - Sod. Install sod for all areas of new work within the playground boundary per drawings.
4.P Item 118 - Turf - Seeding. Install seed for all areas of new work within the playground boundary per drawings.

ADD ALTERNATE – 1

4.Q Item 201 - Landscaping. Install trees and shrubs in the parking lot area per drawings.
4.R Item 202 – Irrigation. Install drip irrigation for parking lot planting beds from irrigation stub out provided in base bid per drawings.

END OF SECTION

TECHNICAL SPECIFICATIONS (CSI Format)

DIVISION 3 - CONCRETE
031000 Concrete Forming and Accessories
032000 Concrete Reinforcing
033000 Cast-In-Place Concrete

DIVISION 4 - MASONRY
044000 Stone Materials

DIVISION 5 - METALS
051213 Architecturally Exposed Structural Steel Framing

DIVISION 31 - EARTHWORK
312573 Detention Basin Soil
323113 Chainlink Fence and Gates
328400 Irrigation System
328410 Irrigation Trench & Backfill
329200 Turf & Grasses
329300 Landscaping
329413 Bed Edging

APPENDIX
Geotech Report

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Form-facing material for cast-in-place concrete.
2. Shoring, bracing, and anchoring.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at **Project site**.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following:

1. Exposed surface form-facing material.
2. Concealed surface form-facing material.
3. Exposed surface form-facing material for watertight concrete.
4. Form-release agent.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

B. Minutes of preinstallation conference.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. As-Cast Surface Form-Facing Material:

1. Provide continuous, true, and smooth concrete surfaces.
2. Furnish in largest practicable sizes to minimize number of joints.
3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete, and as follows:

a. Plywood, metal, or other approved panel materials.
b. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

1) APA HDO (high-density overlay).
2) APA MDO (medium-density overlay); mill-release agent treated and edge sealed.
3) APA Structural 1 Plyform, B-B or better; mill oiled and edge sealed.
4) APA Plyform Class I, B-B or better; mill oiled and edge sealed.

B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.

1. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 RELATED MATERIALS

A. Reglets: Fabricate reglets of not less than 0.022-inch- (0.55-mm-) thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.

B. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.

C. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
2. Form release agent for form liners shall be acceptable to form liner manufacturer.

D. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that leave no corrodible metal closer than 1 inch (25 mm) to the plane of exposed concrete surface.
2. Furnish ties that, when removed, leave holes no larger than 1 inch (25 mm) in diameter in concrete surface.
3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

A. Comply with ACI 301 (ACI 301M).

B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M) and to comply with the Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete" for as-cast finishes.

C. Construct forms tight enough to prevent loss of concrete mortar.

1. Minimize joints.
2. Exposed Concrete: Symmetrically align joints in forms.

D. Construct removable forms for easy removal without hammering or prying against concrete surfaces.

1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
3. Install keyways, reglets, recesses, and other accessories, for easy removal.

E. Do not use rust-stained, steel, form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.

1. Provide and secure units to support screed strips.
2. Use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.

1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
2. Locate temporary openings in forms at inconspicuous locations.

H. **Chamfer** exterior corners and edges of permanently exposed concrete.

I. At construction joints, overlap forms onto previously placed concrete not less than 12 inches (305 mm).

J. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.

1. Determine sizes and locations from trades providing such items.
2. Obtain written approval of Architect prior to forming openings not indicated on Drawings.

K. Construction and Movement Joints:

1. Construct joints true to line with faces perpendicular to surface plane of concrete.

2. Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

L. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.

1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.

M. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

N. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

O. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
4. Clean embedded items immediately prior to concrete placement.
5. Work.

3.3 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a **special inspector and qualified testing and inspecting agency** to perform field tests and inspections and prepare test reports.

B. Inspections:

1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.

END OF SECTION 031000

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel reinforcement bars.
2. Welded-wire reinforcement.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at **Project site**.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Each type of steel reinforcement.
2. Bar supports.

B. Shop Drawings: Comply with ACI SP-066:

1. Include placing drawings that detail fabrication, bending, and placement.
2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, details of welding splices, tie spacing, hoop spacing, and supports for concrete reinforcement.

C. Construction Joint Layout: Indicate proposed construction joints required to build the structure.

1. Location of construction joints is subject to approval of the Architect.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615/A615M, **Grade 60** **(Grade 420)**, deformed.

B. Low-Alloy Steel Reinforcing Bars: ASTM A706/A706M, deformed.

C. Headed-Steel Reinforcing Bars: ASTM A970/A970M.

D. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, plain, fabricated from as-drawn steel wire into flat sheets.

E. Deformed-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, flat sheet.

2.2 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.

1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.

b. Rebar supports shall be capable of supporting weight of reinforcement as well as weight of workers and worker's equipment.

B. Steel Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch (1.2908 mm) in diameter.

1. Finish: **Plain**.

2.3 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

A. Protection of In-Place Conditions:

1. Do not cut or puncture vapor retarder.
2. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.

B. Accurately position, support, and secure reinforcement against displacement.

1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
2. Do not tack weld crossing reinforcing bars.

C. Preserve clearance between bars of not less than 1 inch (25 mm), not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.

D. Provide concrete coverage in accordance with ACI 318 (ACI 318M).

E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

F. Splices: Lap splices as indicated on Drawings.

1. Bars indicated to be continuous, and all vertical bars shall be lapped not less than 40 bar diameters at splices, or 24 inches (610 mm), whichever is greater.
2. Stagger splices in accordance with ACI 318 (ACI 318M).

G. Install welded-wire reinforcement in longest practicable lengths.

1. Support welded-wire reinforcement in accordance with CRSI "Manual of Standard Practice."

a. For reinforcement less than W4.0 or D4.0, continuous support spacing shall not exceed 12 inches (305 mm).

2. Lap edges and ends of adjoining sheets at least 12 inches.
3. Offset laps of adjoining sheet widths to prevent continuous laps in either direction.
4. Lace overlaps with wire.

3.3 JOINTS

A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement.
2. Continue reinforcement across construction joints unless otherwise indicated.

3.4 INSTALLATION TOLERANCES

A. Comply with ACI 117 (ACI 117M).

3.5 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a **qualified testing and inspecting agency** to perform field tests and inspections and prepare test reports.

B. Inspections:

1. Steel-reinforcement placement.

END OF SECTION 032000

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:
1. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, and other pozzolans materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Aggregates.
4. Admixtures:

    a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.

5. Vapor retarders.
6. Curing materials.
7. Joint fillers.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.

4. Maximum w/cm.
5. Calculated equilibrium unit weight, for lightweight concrete.
6. Slump limit.
7. Air content.
8. Nominal maximum aggregate size.
9. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
10. Intended placement method.
11. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:

1. Concrete Class designation.
2. Location within Project.
3. Exposure Class designation.
4. Formed Surface Finish designation and final finish.
5. Final finish for floors.
6. Curing process.
7. Floor treatment if any.

1.5 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Curing compounds.
4. Vapor retarders.
5. Joint-filler strips.

B. Material Test Reports: For the following, from a qualified testing agency:

1. Portland cement.
2. Aggregates.
3. Admixtures:

C. Research Reports: For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.

D. Preconstruction Test Reports: For each mix design.

E. Field quality-control reports.

F. Minutes of preinstallation conference.

1.6 QUALITY ASSURANCE

A. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.

1. Include the following information in each test report:

a. Admixture dosage rates.
b. Slump.
c. Air content.
d. Seven-day compressive strength.
e. 28-day compressive strength.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

1.9 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 306.1.

B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M).

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 (ACI 301M) unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, **Type I** or **II**.
2. Fly Ash: ASTM C618, Class C or F.

B. Normal-Weight Aggregates: ASTM C33/C33M, **Class 3S** coarse aggregate or better, graded. Provide aggregates from a single source.

1. Alkali-Silica Reaction: Comply with one of the following:

a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.

b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.
c. Alkali Content in Concrete: Not more than 4 lb./cu. yd. (2.37 kg/cu. m) for moderately reactive aggregate or 3 lb./cu. yd. (1.78 kg/cu. m) for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301 (ACI 301M).

2. Maximum Coarse-Aggregate Size: **1-1/2 inches (38 mm)**.
3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Air-Entraining Admixture: ASTM C260/C260M.

D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride [**in steel-reinforced concrete**].

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

E. Water and Water Used to Make Ice: ASTM C94/C94M, potable

2.3 VAPOR RETARDERS

A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A, not less than 15mils thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.

1. Stego Wrap or approved equal

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

B. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.

1. Color:

a. Ambient Temperature Below 50 deg F (10 deg C): Black.
b. Ambient Temperature between 50 deg F (10 deg C) and 85 deg F (29 deg C): Any color.
c. Ambient Temperature Above 85 deg F (29 deg C): White.

C. Curing Paper: Eight-feet- (2438-mm-) wide paper, consisting of two layers of fibered kraft paper laminated with double coating of asphalt.

D. Water: Potable or complying with ASTM C1602/C1602M.

E. Clear, Waterborne, Membrane-Forming, Nondissipating Curing Compound: ASTM C309, Type 1, Class B**, certified by curing compound manufacturer to not interfere with bonding of floor covering**.

2.5 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: **ASTM D1751, asphalt-saturated cellulosic fiber**.

2.6 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301 (ACI 301M).

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

1. Use **water-reducing**], **high-range water-reducing or plasticizing** admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in **pumped concrete, concrete for heavy-use industrial slabs concrete for parking structure slabs, and concrete with a w/cm below 0.50**.

2.7 CONCRETE MIXTURES

A. Normal-weight concrete used for footings and foundation walls.
1. Minimum Compressive Strength: 3000 PSI.
2. Maximum w/cm: .50.
3. Slump Limit: [**4 inches (100 mm), plus or minus 1 inch (25 mm) or** [**8 inches (200 mm), plus or minus 1 inch (25 mm) for concrete with verified slump of 3 inches (75 mm) plus or minus 1 inch (25 mm)before adding high-range water-reducing admixture or plasticizing admixture**.
4. Air Content: 5-7%.

B. Normal-weight concrete used for interior slabs-on-ground.
1. Minimum Compressive Strength: 4000 PSI.
2. Maximum w/cm: .45.

3. Slump Limit: **4 inches (100 mm), plus or minus 1 inch or 8 inches (200 mm), plus or minus 1 inch (25 mm) for concrete with verified slump of 3 inches (75 mm) plus or minus 1 inch (25 mm)before adding high-range water-reducing admixture or plasticizing admixture.**
4. Air Content:

    a. Do not use an air-entraining admixture or allow total air content to exceed 3 percent for concrete used in trowel-finished floors.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and furnish batch ticket information.

PART 3 - EXECUTION

3.1 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.
3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.2 INSTALLATION OF VAPOR RETARDER

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.

1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
2. Face laps away from exposed direction of concrete pour.
3. Lap vapor retarder over footings and grade beams not less than 6 inches (150 mm), sealing vapor retarder to concrete.
4. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.
5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
7. Protect vapor retarder during placement of reinforcement and concrete.

    a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches (150 mm) on all sides, and sealing to vapor retarder.

3.3 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Architect.
2. Place joints perpendicular to main reinforcement.

    a. Continue reinforcement across construction joints unless otherwise indicated.
    b. Do not continue reinforcement through sides of strip placements of floors and slabs.

3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
4. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
6. Space vertical joints in walls as directed by Architect. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.

C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least **one-fourth** of concrete thickness as follows:

1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.

D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
2. Terminate full-width joint-filler strips not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished concrete surface, where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints:

1. Install dowel bars and support assemblies at joints where indicated on Drawings.
2. Lubricate or asphalt coat one-half of dowel bar length to prevent concrete bonding to one side of joint.

3.4 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M), but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.
2. Deposit concrete to avoid segregation.
3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301 (ACI 301M).

a. Do not use vibrators to transport concrete inside forms.
b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.
c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Maintain reinforcement in position on chairs during concrete placement.

4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.
7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

3.5 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 (ACI 301M) Surface Finish SF-1.0: For As-cast concrete texture imparted by form-facing material.

    a. Patch voids larger than 1-1/2 inches (38 mm) wide or 1/2 inch (13 mm) deep.
    b. Remove projections larger than 1 inch (25 mm).
    c. Tie holes do not require patching.
    d. Surface Tolerance: ACI 117 (ACI 117M) Class D.
    e. Apply to concrete surfaces **not exposed to public view**.

2. ACI 301 (ACI 301M) Surface Finish SF-3.0:

    a. Patch voids larger than 3/4 inch (19 mm) wide or 1/2 inch (13 mm) deep.
    b. Remove projections larger than 1/8 inch (3 mm).
    c. Patch tie holes.
    d. Surface Tolerance: ACI 117 (ACI 117M) Class A.
    e. Locations: Apply to concrete surfaces **exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete**.

B. Related Unformed Surfaces:

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.6 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Scratch Finish:

1. While still plastic, texture concrete surface that has been screeded and bull-floated or darbied.
2. Use stiff brushes, brooms, or rakes to produce a profile depth of 1/4 inch (6 mm) in one direction.
3. Apply scratch finish to surfaces **to receive mortar setting beds for bonded cementitious floor finishes**.

C. Float Finish:

1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
2. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 (ACI A117M) tolerances for conventional concrete.

3. Apply float finish to surfaces **to receive trowel finish**.

D. Trowel Finish:

1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
4. Do not add water to concrete surface.
5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
6. Apply a trowel finish to surfaces **exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system**.
7. Finish and measure surface, so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- (3.05-m-) long straightedge resting on two high spots and placed anywhere on the surface does not exceed **1/8 inch (3 mm)**.

E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces **indicated on Drawings**. While concrete is still plastic, slightly scarify surface with a fine broom perpendicular to main traffic route.

1. Coordinate required final finish with Architect before application.
2. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
2. Coordinate required final finish with Architect before application.

3.7 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.8 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 (ACI 301M) and ACI 306.1 for cold weather protection during curing.
2. Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h (1 kg/sq. m x h), calculated in accordance with ACI 305.1,) before and during finishing operations.

B. Curing Formed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:

1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
3. If forms remain during curing period, moist cure after loosening forms.
4. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:

    a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
    b. Continuous Sprinkling: Maintain concrete surface continuously wet.
    c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
    d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
    e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.

        1) Recoat areas subject to heavy rainfall within three hours after initial application.
        2) Maintain continuity of coating and repair damage during curing period.

C. Curing Pool Formed Surfaces: Comply with ACI 308.1.
1. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously, cure 7 day minimum.

D. Curing Unformed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:

1. Begin curing immediately after finishing concrete.
2. Interior Concrete Floors:

    a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:

1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.

   a) Lap edges and ends of absorptive cover not less than 12-inches (300-mm).
   b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.

2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive.

   a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
   b) Cure for not less than seven days.

3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:

   a) Water.
   b) Continuous water-fog spray.

b. Floors to Receive Curing Compound:

1) Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
2) Recoat areas subjected to heavy rainfall within three hours after initial application.
3) Maintain continuity of coating, and repair damage during curing period.
4) Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer **unless manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project**.

c. Floors to Receive Curing and Sealing Compound:

1) Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller in accordance with manufacturer's written instructions.
2) Recoat areas subjected to heavy rainfall within three hours after initial application.
3) Repeat process 24 hours later, and apply a second coat. Maintain continuity of coating, and repair damage during curing period.

3.9 TOLERANCES

A. Conform to ACI 117 (ACI 117M).

3.10 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: **Owner will engage** a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
2. Testing agency shall immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
3. Testing agency shall report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.

    a. Test reports shall include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:

        1) Project name.
        2) Name of testing agency.
        3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
        4) Name of concrete manufacturer.
        5) Date and time of inspection, sampling, and field testing.
        6) Date and time of concrete placement.
        7) Location in Work of concrete represented by samples.
        8) Date and time sample was obtained.
        9) Truck and batch ticket numbers.
        10) Design compressive strength at 28 days.
        11) Concrete mixture designation, proportions, and materials.
        12) Field test results.
        13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
        14) Type of fracture and compressive break strengths at seven days and 28 days.

C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

D. Inspections:

1. Headed bolts and studs.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms from beams and slabs.
6. Batch Plant Inspections: On a random basis, as determined by Architect.

E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.

    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C143/C143M:

    a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
    b. Perform additional tests when concrete consistency appears to change.

3. Slump Flow: ASTM C1611/C1611M:

    a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
    b. Perform additional tests when concrete consistency appears to change.

4. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete;

    a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

5. Concrete Temperature: ASTM C1064/C1064M:

    a. One test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.

6. Compression Test Specimens: ASTM C31/C31M:

    a. Cast and laboratory cure two sets of **three** 6-inch (150 mm) by 12-inch (300 mm) or 4-inch (100 mm) by 8-inch (200 mm) cylinder specimens for each composite sample.
    b. Cast, initial cure, and field cure **two** sets of t**wo** standard cylinder specimens for each composite sample.

7. Compressive-Strength Tests: ASTM C39/C39M.

    a. Test one set of **three** laboratory-cured specimens at seven days and one set of two specimens at 28 days.
    b. Test one set of **two** field-cured specimens at seven days and one set of two specimens at 28 days.
    c. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.

9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa.
10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
11. Additional Tests:

    a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
    b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.

        1) Acceptance criteria for concrete strength shall be in accordance with ACI 301 (ACI 301M), section 1.6.6.3.

12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

F. Measure floor and slab flatness and levelness in accordance with ASTM E1155 (ASTM E1155M) within **72** hours of completion of floor finishing and promptly report test results to Architect.

3.11 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

END OF SECTION 033000

SECTION 04 40 00 – STONE MATERIALS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Dry Stack stone.

1.2 REFERENCES

A. ASTM C 97 - Standard Test Methods for Absorption and Bulk Specific Gravity of Dimension Stone.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 30 00.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Firm with experience of at least five projects of similar construction and scope. Include brief description of each project and name and phone number of Owner's Representative knowledgeable in each listed project. Other verifiable experience may be accepted in lieu of the above at the discretion of the Landscape Architect.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation (as applicable).

B. Prevent excessive mud, fluid concrete, or other deleterious materials from coming in contact with and affixing to stone materials.

1.6 PROJECT CONDITIONS

A. Do not place backfill when subgrade is wet or frozen.

B. Do not place backfill during wet or freezing weather that prevents conformance with specified compaction requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Provide manufacturer's name, quarry location, and testing data for approval by Owner's Representative.

B. Requests for substitutions will be considered based on demonstrated conformance to material testing specification.

2.2 DRY STACK STONE

A. "Blockrock" for use in dry stack retaining walls. Ledge Metamorphic rock as quarried in the general areas South of Laurel and East of Edgar, Montana, having a beige and buff coloration.

1. Sizes per drawings.

2. Material shall conform to the following properties, per referenced testing methods:

a. LA Abrasion loss, crushed and sized to grading A (ASTM C 535)

1). 15% Maximum:

b. Specific Gravity, recommended and average of 8 rocks of varying geology (ASTM D 6473)

1). 2.40 min

2). 3% maximum absorption

3. Tonnage Calculations

a. 1 qty. (Blockrock) symbol on the drawings = 32" height x 48" long x 30" deep = 2.46 ton per symbol on average.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Properly prepare substrates for all material

3.2 PREPARATION

A. Clean surfaces thoroughly debris, roots, branches and extraneous materials prior to installation.

3.3 INSTALLATION GENERAL

A. Install in accordance with drawings and specifications.

3.4 INSTALLATION - BLOCKROCK

A. Lay out wall to the lines and grades indicated on the drawings. Use the string line and stakes to mark off any straight portions and marking paint to draw out any curves.

B. Prepare a trench base that follows a string line and/or marking paint. Trench should be 6 inches (152 mm) wider than the stone, bedding depth per details.

C. Fill the trench with bedding layer per drawings.

D. Level the base course of stone & compact per drawings. Place first layer of stone checking for level front to back and side to side and adjust accordingly.

E. Stack the second course on top of the base course. Do not line up the seams between the stones from one course to the other. Select stones that fit well with those on either side. Fit stones per drawings. Shim the stones as required to eliminate wobbling with stone or concrete products.

F. Each course should be set back per drawings to allow the wall to lean back into the ground that it will be retaining. Shim the backs of the stones to eliminate wobbling.

G. Progressively backfill the wall with the drainage aggregate after each two or three courses are stacked. Prior to backfilling, lay the geo-textile fabric on the soil behind the wall, and place the drainage aggregate between the wall and the fabric. The aggregate shall be a minimum of 8 to 12 inches (203 to 305 mm) from the wall to the fabric. Compact each layer of aggregate thoroughly. Fill soil in behind the fabric as the stone is added.

3.5 INSTALLATION – BOULDERS

A. Install boulders per plans

B. Orient boulder faces to expose lichen covered portions to surface.

C. Boulders generally shall occupy the same bury depth as occurred in nature.

3.6 PROTECTION

A. Protect installed products until completion of project.

B. Protect adjacent work areas and finish surfaces from damage during product installation.

END OF SECTION 04 40 00

SECTION 051213 - ARCHITECTURALLY EXPOSED STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Architecturally exposed structural steel (AESS).

1.3 DEFINITIONS

A. AESS: Architecturally exposed structural steel.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at **Project site**.

1.5 ACTION SUBMITTALS

A. Shop Drawings: Show fabrication of AESS components. **Shop Drawings for structural steel may be used for AESS.**

1. Identify AESS category for each steel member and connection, including transitions between AESS categories and between AESS and non-AESS.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category BU.

B. Shop-Painting Applicators: Qualified according to AISC's SSPC-QP 3.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Use special care in handling AESS to prevent twisting, warping, nicking, and other damage during fabrication, delivery, and erection. Store materials to permit easy access for inspection and identification. Keep AESS members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect AESS members and packaged materials from corrosion and deterioration.

1. Do not store AESS materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

1.8 FIELD CONDITIONS

A. Field Measurements: Where AESS is indicated to fit against other construction, verify actual dimensions by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with requirements of ANSI/AISC 303, Sections 1 through 9 and as modified in Section 10, "Architecturally Exposed Structural Steel."

2.2 FILLER

A. Polyester filler intended for use in repairing dents in automobile bodies.

2.3 PRIMER

A. Steel Primer:

1. Comply with project **Coatings specifications indicated on drawings.**

2.4 FABRICATION

A. Shop fabricate and assemble AESS to the maximum extent possible. Locate field joints at concealed locations if possible. Detail assemblies to minimize handling and to expedite erection.

1. Use special care handling and fabricating AESS before and after shop painting to minimize damage to shop finish.

B. Category AESS 1:

1. Comply with overall profile dimensions of AWS D1.1/D1.1M for welded built-up members. Keep appearance and quality of welds consistent. Maintain true alignment of members without warp exceeding specified tolerances.
2. Prepare surfaces according to Part 2 "Shop Priming" Article and SSPC-SP 6 (WAB)/NACE WAB-3.
3. Grind sheared, punched, and flame-cut edges to remove burrs and provide smooth surfaces and eased edges.
4. Make intermittent welds appear continuous, using filler or additional welding.
5. Seal weld open ends of hollow structural sections with 3/8-inch (9.5-mm) closure plates.
6. Limit butt and plug weld projections to 1/16 inch (1.6 mm).
7. Install bolt heads on the same side of each connection and maintain orientation consistently from one connection to another.
8. Remove weld spatter, slivers, and similar surface discontinuities.
9. Remove blemishes and surface irregularities resulting from temporary braces or fixtures by filling or grinding, before cleaning, treating, and shop priming.
10. Grind tack welds smooth unless incorporated into final welds.
11. Remove backing and runoff tabs, and grind welds smooth.

2.5 SHOP PRIMING

A. Shop prime steel surfaces, except the following:

1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches (50 mm).
2. Surfaces to be field welded.

B. Surface Preparation: Clean nongalvanized surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:

1. SSPC-SP 5 (WAB)/NACE WAB-1.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify, with steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

B. Examine AESS for twists, kinks, warping, gouges, and other imperfections before erecting.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep AESS secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION

A. Take special care during erection to avoid marking or distorting the AESS and to minimize damage to shop painting. Set AESS accurately in locations and to elevations indicated and according to ANSI/AISC 303 and ANSI/AISC 360.

1. Remove welded tabs that were used for attaching temporary bracing and safety cabling and that are exposed to view in the completed Work. Take care to avoid any blemishes, holes, or unsightly surfaces resulting from the use or removal of temporary elements.
2. Grind tack welds smooth.
3. Remove backing and runoff tabs, and grind welds smooth.
4. Orient bolt heads on the same side of each connection and maintain orientation consistently from one connection to another.
5. Conceal fabrication and erection markings from view in the completed structure.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: **Owner will engage** a qualified testing agency to inspect AESS as specified in Section 051200 "Structural Steel Framing." The testing agency is not responsible for enforcing requirements relating to aesthetic effect.

B. Architect will observe AESS in place to determine acceptability relating to aesthetic effect.

END OF SECTION 051213

SECTION 31 25 73 – DETENTION BASIN SOIL

PART 1 GENERAL

1.01 SUMMARY

A. This section includes:

1. Detention Soil Mix
2. Storage

1.02 STANDARDS AND CODES

A. Reference Standards: This section incorporates by reference the latest versions of the following documents. These references are a part of this section as specified and modified.

Reference	Title
ASTM	Annual Book of ASTM Standards, American Society for Testing and Materials, Philadelphia, PA, 1997 or latest edition.

1.03 DEFINITIONS

A. Detention Soil Mix (DSM): A soil mix that has been specially blended and tested for use in Detention facilities with the intent to meet the following objectives:

1. Infiltrate runoff at a minimum rate of 5 inches per hour throughout the life of the facility, and
2. Have sufficient moisture retention and other agronomic properties to support healthy vegetation.

1.04 SUBMITTALS

A. Pre-Installation Submittals: The Contractor shall submit to the Engineer/Landscape Architect the following a minimum of 20 calendar days (or as directed by the Engineer/Landscape Architect) prior to the construction of Detention facilities:

1. DSM Submittals
   a. Two one (1) gallon samples of the DSM.
   b. Source certificates for all DSM materials.
   c. Sieve analysis of DSM per ASTM D422 performed within two (2) months of product delivery to site
   d. Certification from the soil supplier or an accredited testing agency that the DSM, including sand and compost components, conforms to all industry or technical society reference standards specified in Sections 2.01.A, 2.01.B, and 2.01C.
   e. A description of the equipment and methods used to mix the sand and compost to produce DSM.
   f. Organic content test results of the DSM, performed in accordance with Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, "Loss-On-Ignition Organic Matter Method."
   g. Permeability test results for DSM per ASTM D2434.
2. Sand Submittals
   a. Sieve analysis of sand per ASTM D422 performed within two (2) months of product delivery to site.

3. Compost Submittals

   a. Quality analysis results for compost performed in accordance with Seal of Testing Assurance (STA) standards, as specified in Section 2.01.C, and performed within two (2) months of product delivery to site.

   b. Sieve analysis of compost per TMECC 02.02-B performed within two (2) months of product delivery to site.

4. Other Submittals

   a. Cut sheets of any media or soil admixes to enhance moisture retention properties, if used.

   b. Testing agency qualifications as specified in Section 1.06.B.

5. Pre-approved suppliers:

   a. Pre-approved suppliers have been qualified by the Landscape Architect to provide DSM as described in this specification. Pre-approved suppliers are exempted from testing related to material certification, but are required to submit physical material samples.

   b. Rocky Mountain Compost – 3060 Farley Ln, Billings, MT 59101 (406)690-5742

1.05 QUALITY CONTROL AND QUALITY ASSURANCE

A. General: Test and inspect Detention materials and operations as Work progresses as described in this section. Failure to detect defective Work or materials at any time will not prevent rejection if a defect is discovered after installation, nor shall it constitute final acceptance.

B. Testing Agency Qualification:

1. General: Agencies that perform testing on Detention materials, including permeability testing, shall be accredited by STA, ASTM, AASHTO, or other designated recognized standards organization. All certifications shall be current. Testing agency shall be capable of performing all tests to the designated and recognized standards specified and shall provide test results with an accompanying Manufacturer's Certificate of Compliance. The following information shall be provided for all testing laboratories used:

   a. Name of lab(s) and contact person(s)

   b. Address(es) and phone number(s)

   c. Email address(es)

   d. Qualifications of laboratory and personnel including the date of current certification by STA, ASTM, AASHTO, or approved equal.

C. Responsibilities of Contractor

1. Submittals: Some of the tests required for this specification are unique, and DSM shall be considered a long-lead-time item. Under no circumstance shall failure to comply with all specification requirements be an excuse for a delay or for expedient substitution of unacceptable material(s). The requirements of Division 0 apply in their entirety.

2. Testing: All testing specified herein is the responsibility of the Contractor and shall be conducted by an independent testing agency, retained by the Contractor. The Owner reserves the right to conduct additional testing on all materials submitted, delivered, or in-place to ensure compliance with Specifications.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Protect the DSM from contamination and all sources of additional moisture at supplier site, during transport, and at the project site, until incorporated into the Work.

B. The Contractor is required to coordinate delivery of DSM with Detention facility excavation and soil installation. DSM should not be stockpiled onsite for any length of time. In no case shall DSM be stockpiled onsite for more than 24 hours without prior written approval by the Engineer/Landscape Architect. If stockpiling onsite for any length of time, DSM stockpiles shall meet the following requirements:

1. Locate stockpiles away from drainage courses, inlets, sewer cleanout vents, and concentrated stormwater flows
2. Place stockpiles on geotextile fabric
3. Cover stockpiles with plastic or comparable material
4. Contain stockpiles (and prevent contamination from adjacent stockpiles) with temporary perimeter barrier (e.g., sand bags, wattles, silt fence)

PART 2 **PRODUCTS**

2.01 DETENTION SOIL MIX (DSM)

A. General: DSM shall be a well-blended mixture of sand and compost, shall have sufficient moisture retention to support healthy plant growth, and shall meet the following criteria:

1. Mixture proportions: 30 to 40 percent Compost by volume and 60 to 70 percent Sand by volume
2. Organic matter content: 4 to 8 percent as determined by TMECC 05.07-A, Loss on Ignition Method.
3. Extraneous materials: DSM shall be free of all roots, plants, weeds, sod, stones, clods, pockets of coarse sand, construction debris, or other extraneous materials harmful to plant growth.
4. Permeability/Saturated Hydraulic Conductivity: 10 inches per hour (minimum) tested in accordance with ASTM D2434.
5. Acceptance of DSM quality and performance may be based on samples taken from stockpiles at supplier's yard, submitted test results, and/or onsite and laboratory testing of installed material at the discretion of the Engineer/Landscape Architect. The point of acceptance will be determined in the field by the Engineer/Landscape Architect.

B. Sand: Sand in the DSM shall conform to the requirements for Sand, Type B specified herein, unless otherwise approved by the Engineer/Landscape Architect.

1. Sand shall be free of wood, waste, coating, or any other deleterious material.
2. Sand material shall meet the following specifications for gradation.

Sieve Size[1]	**Percent Passing by Weight**	
	Type A[2]	**Type B (low fines)[3]**
3/8 inch	100	100
No. 4	90 to 100	90 to 100
No. 8	70 to 100	70 to 100

Sieve Size[1]	Percent Passing by Weight	
	Type A[2]	Type B (low fines)[3]
No. 16	40 to 95	40 to 85
No. 30	15 to 70	15 to 60
No. 50	5 to 55	8 to 15
No. 100	0 to 15	0 to 4
No. 200	0 to 5	0 to 2

[1] Sieve provided in nominal size square openings or United States Standard Sieve Series sizes.

[2] Sand conforming to ASTM C33 for Fine Aggregate satisfies the requirements of this specification for Sand, Type A.

[3] Type B (low fines) sand gradation pending local availability.

3. Coefficient of Uniformity: $C_u = \frac{D_{60}}{D_{10}}$: 4 or less for Sand, Type B.
4. Effective Particle Size (D_{10}): 0.3 to 0.5 mm for Sand, Type B.
5. All aggregate passing the No. 200 sieve shall be non-plastic.
6. Acceptance of grading and quality of the sand may be based on samples taken from stockpiles at supplier's yard or a submitted gradation report at the discretion of the Engineer/Landscape Architect. The point of acceptance will be determined in the field by the Engineer/Landscape Architect.

C. Compost: Compost in the DSM shall be well decomposed, stable, weed free organic matter sourced from waste materials including yard debris, wood wastes or other organic materials, not including biosolids or manure feedstock. Compost shall conform to California Code of Regulations Title 14, Division 7, Chapter 3.1 requirements, be certified through the USCC Seal of Testing Assurance (STA) Program, and meeting the criteria specified herein.

1. Feedstock: Feedstock materials shall be specified and include one or more of the following: landscape/yard trimmings, grass clippings, food scraps, and agricultural crop residues. Feedstock shall not include biosolids or manure.
2. Organic Matter Content: 35 to 75 percent by dry weight tested in accordance with TMECC 05.07-A (Loss on Ignition Organic Matter Method).
3. Carbon to Nitrogen Ratio: C:N between 15:1 and 25:1 when tested in accordance with TMECC 05.02-A.
4. Maturity/Stability: shall have a dark brown color and a soil-like odor. Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120°F) upon delivery or rewetting is not acceptable.
5. Nutrient Content: provide analysis detailing nutrient content including N-P-K, Ca, Na, Mg, S, and B.
    a. Total Nitrogen: 0.9 percent (minimum).
    b. Boron: Total shall be < 80 ppm
6. Salinity/Electrical Conductivity: less than 6.0 deciSiemen per meter (dS/m or mmhos/cm) per TMECC 04.10-A (1:5 Slurry Method, Mass Basis).
7. pH: 6.5 to 8 per TMECC 04.11-A (1:5 Slurry pH).

8. Gradation: Compost for DSM shall meet the following size gradation per TMECC 02.02-B (test shall be run on dry compost sample):

Sieve Size	Percent Passing by Weight	
	Min	***Max***
1 inch	99	100
1/2 inch	90	100
1/4 inch	40	90
No. 200	1	10

9. Bulk density: 500 to 1,100 dry pounds per cubic yard.

10. Moisture content: 30 to 55 percent of dry solids.

11. Inerts: compost shall be relatively free of inert ingredients, including glass, plastic and paper, less than 1 percent by weight or volume per TMECC 03.08A.

12. Weed seed/pathogen destruction: provide proof of process to further reduce pathogens (PFRP). For example, turned windrows must reach minimum 55°C for 15 days with at least 5 turnings during that period.

13. Select Pathogens

    a. Salmonella: less than 3 Most Probable Number per 4 grams of total solids, dry weight per TMECC 07.02.

    b. Coliform Bacteria: fecal coliform less than 1,000 Most Probable Number per gram of total solids, dry weight per TMECC 07.01.

14. Trace Contaminants Metals (lead, mercury, etc.): Product must meet US EPA, 40 CFR 503 regulations.

PART 3 EXECUTION

3.01 DETENTION SOIL MIX PLACEMENT

A. The Contractor shall not place DSM until the Engineer/Landscape Architect has reviewed and confirmed the following:

1. DSM delivery ticket(s): Delivery tickets shall show that the full delivered amount of DSM matches the product type, volume and manufacturer named in the submittals. Each delivered batch of DSM shall be accompanied by a certification letter from the supplier verifying that the material meets specifications and is supplied from the approved DSM stockpile.

2. Visual match with submitted samples: Delivered product will be compared to the submitted 1-gallon sample, to verify that it matches the submitted sample. The Engineer/Landscape Architect may inspect any loads of DSM on delivery and stop placement if the soil does not appear to match the submittals; and require sampling and testing of the delivered soil to determine if the soil meets the requirements of Section 2.01 before authorizing soil placement.

B. DSM placement, grading and consolidation shall not occur when the DSM is excessively wet, or has been subjected to more than 1/2 inch of precipitation within 48 hours prior to placement. Excessively wet is defined as being at or above 22 percent soil moisture by a

General Tools & Instruments DSMM500 Precision Digital Soil Moisture Meter with Probe (or equivalent). A minimum of three readings with the soil moisture probe will be used to determine the average percent soil moisture reading per each truck load. There should be no visible free water in the material.

C. The Contractor shall place DSM loosely. Soil shall be placed upon a prepared subgrade in accordance with these Specifications and in conformity with the lines, grades, depth, and typical cross-section shown in the Drawings or as established by the Engineer/Landscape Architect.

D. Excessively dry DSM may be lightly and uniformly moistened, as necessary, to facilitate placement and workability.

E. Compact DSM to 83 percent (+/- 2 percent) of the maximum dry density per modified Proctor test (ASTM D1557), or as directed by the Geotechnical Engineer. Determination of in-place density shall be made using a nuclear gauge per ASTM D6938. Moisture content determination shall be conducted on a soil sample taken at the location of the nuclear gage reading per ASTM D2216.

F. Grade DSM to a smooth, uniform surface plane with loose, uniformly fine texture. Rake, remove ridges, and fill depressions to meet finish grades.

G. Final soil depth shall be measured and verified only after the soil has been compacted. If after consolidation, the soil is not within +/- 3/4 inch of the grades and slopes specified on the Plans, add material to bring it up to final grade and raked.

H. The DSM shall be inspected and accepted for placement and finish grade by the Engineer/Landscape Architect prior to the installation of planting and mulch. Any DSM that does not conform to this Specification shall be remediated to the satisfaction of the Engineer/Landscape Architect, or removed and replaced with acceptable DSM, at the Contractor's expense.

3.02 PLANTING AND MULCHING

A. Detention facilities shall be planted and mulched as shown on the Plans.

B. Detention facilities shall not be planted or mulched when soils are excessively wet as defined in Section 3.04.

C. Detention facility areas contaminated by sediment laden runoff prior to planting or placement of mulch shall be remediated at the Contractor's expense by removing the contaminated DSM (top 3 inches minimum) and replacing with DSM per Section 2.01, to the lines and grades on the Plans.

END OF SECTION

SECTION 32 31 13 – CHAINLINK FENCE AND GATES

PART 1 PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. DIVISION 01 - GENERAL REQUIREMENTS: Drawings, quality, product and performance requirements, general and supplemental conditions apply as applicable to the project and project documents.

1.02 SUMMARY

A. This section includes materials applicable for commercial/industrial and security chain link fence gates

1. Polymer coated steel chain link fabric
2. Polymer coated galvanized steel framework and fittings
3. Gates: swing and cantilever slide
4. Installation

1.03 REFERENCES

A. ASTM A121 Specification for Metallic-Coated Carbon Steel Barbed Wire

B. ASTM A392 Specification for Zinc-Coated Steel Chain-Link Fence Fabric

C. ASTM A491 Specification for Aluminum-Coated Steel Chain-Link Fabric

D. ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings

E. ASTM A824 Specification for Metallic-Coated Steel Marcelled Tension Wire for Use With Chain Link

F. ASTM F552 Standard Terminology Relating to Chain Link Fencing

G. ASTM F567 Standard Practice for Installation of Chain Link Fence

H. ASTM F626 Specification for Fence Fittings

I. ASTM F668 Specification for Polymer Coated Chain Link Fence Fabric

J. ASTM F900 Specification for Industrial and Commercial Swing Gates

K. ASTM F934 Specification for Standard Colors for Polymer-Coated Chain Link

L. ASTM F1043 Specification for Strength and Protective Coatings of Metal Industrial Chain Link Fence Framework

M. ASTM F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

N. ASTM F1184 Specification for Industrial and Commercial Horizontal Slide Gates

O. ASTM F1345 Specification for Zinc-5% Aluminum-Mischmetal Alloy-Coated Steel Chain-Link Fence Fabric

P. ASTM F1664 Specification for Poly (Vinyl Chloride) (PVC) and Other Conforming Organic Polymer-Coated Steel Tension Wire Used with Chain-Link Fence

Q. ASTM F1665 Specification for Poly (Vinyl Chloride) (PVC) and Other Conforming Organic Polymer-Coated Steel Barbed Wire Used with Chain-Link Fence

R. ASTM F1910 Specification for Long Barbed Tape Obstacles

S. ASTM F1911 Standard Practice for Installation of Barbed Tape

T. ASTM F2200 Specification for Automated Vehicular Gate Construction

U. ASTM F2781 Standard Practice for Testing Forced Entry, Ballistic, and Low Impact Resistance of Security Fence Systems

V. CLFMI SFR 2445Security Fence Recommendations

W. CLFMI CLF TPO211 Tested and Proven Performance of Security Grade Chain Link Fence Systems

X. CLFMI WLG2445 Chain Link Fence Wind Load Guide for the Selection of Line Post and Line Post Spacing

Y. UL 325 Door, Drapery, Gate, Louver and Window Operators

1.04 SUBMITTALS

A. Shop drawings: Site plan showing layout of fence location with dimensions, location of gates and opening size, cleared area, elevation of fence and gates, details of attachments and footings.

B. Certifications: Manufacturers material certifications in compliance with current ASTM specifications.

C. Domestic certifications: Material certifications, Made in U.S.A., Buy American Act or Buy America when required.

D. Specification Changes: May not be made after the date of bid.

1.05 QUALITY ASSURANCE

A. Manufacturer: Company operating in the United States having U.S. manufacturing facility/facilities specializing in manufacturing chain link fence products with at least 5 years experience.

B. Fence contractor: Company with demonstrated successful experience installing similar projects and products in accordance with ASTM F567 and have at least 5 years experience.

C. Tolerances: Current published edition of ASTM specifications tolerances apply. ASTM specification tolerances supersede any conflicting tolerance.

1.06 DELIVERY, STORAGE AND HANDLING

A. Delivery: Deliver products to site per contract requirements.

B. Storage: Store and protect products off the ground when required.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Master Halco www.masterhalco.com

B. Allied Tube and Conduit www.atcfence.com

C. Richards Fence www.richardsfence.com

D. Wheatland Tube www.wheatland.com

E. Dynamic Tube and Pipe www.dynamictubeandpipe.com

2.02 CHAIN LINK FABRIC

A. Steel Chain Link Fabric: 2 in. mesh, 9 gauge, heights per plans, ASTM F688

1. Polymer Coated Steel Fabric: ASTM F668, the wire gauge specified for polymer-coated wire is that of the metallic coated steel core wire

a. Class 2b fused and adhered

b. Color: black in compliance with ASTM F934

2. Fabric selvage: K&K for all fence heights

2.03 STEEL FENCE FRAMEWORK

A. Round steel pipe and rail: ASTM F1043 Group IA Heavy Industrial Fence Framework, schedule 40 galvanized pipe per ASTM F1083. Exterior zinc coating Type A, interior zinc coating Type A Regular Grade

1. Size posts per included table. Upsize corner posts per industry standard.

Post Sizing Table	
Fence Fabric Height	Group IA schedule 40 galvanized pipe ASTM F1083
	Min/Max O.D.
Up to 6 ft.	1.900" - 3.500"
Over 6 ft to 8 ft	2.375" - 4.000"
Over 8 ft to 10 ft	2.875" - 6.625"
Over 10 ft to 12 ft	2.875" - 6.625"
Over 12 ft to 14 ft	3.500" - 6.625"
Over 14 ft to 16 ft	4.000" - 6.625"
Over 16 ft to 18 ft	4.000" - 8.625"
Over 18 ft to 20 ft	4.500" - 8.625"

B. Polymer Coated Framework: Polymer coated framework shall have a PVC coating fused and adhered to the exterior zinc coating of the post or rail. PVC and polyolefin coatings shall have minimum thickness 10-mils (0.254 mm). Color to match fabric black per ASTM F934.

2.04 TENSION WIRE

A. Polymer Coated Steel Tension Wire: 7 gauge (0.177 in.) (4.50 mm) wire complying with ASTM F1664. Wire gauge specified is the core wire gauge.

1. Class 2b, fused and adhered, Color to match fabric black per ASTM F934.

2.05 FITTINGS

A. Tension and Brace Bands: Galvanized pressed steel complying with ASTM F626, minimum steel thickness of 12 gauge (0.105 in.) (2.67 mm), minimum width of ¾ in. (19 mm) and minimum zinc coating of 1.20 oz/ft² (366 g/m²). Bands supplied with 3/8 in. (9.53 mm) galvanized steel carriage bolts.

B. Terminal Post Caps, Line Post Loop Tops, Rail and Brace Ends, Boulevard Clamps, Rail Sleeves: In compliance to ASTM F626, pressed steel galvanized after fabrication having a minimum zinc coating of 1.20 oz/ft² (366 g/m²).

C. Truss Rod Assembly: In compliance with ASTM F626, 3/8 in. (9.53 mm) diameter steel truss rod with a pressed steel tightener, minimum zinc coating of 1.2 oz/ft² (366 g/m²), assembly capable of withstanding a tension of 2,000 lbs. (970 kg).

D. Tension Bars: In compliance with ASTM F626. Galvanized steel one-piece length 2 in. (50 mm) less than the fabric height. Minimum zinc coating 1.2 oz. /ft² (366 g/m²).

1. Bars for 2 in. (50 mm) and 1 ¾ in. (44 mm) mesh shall have a minimum cross section of 3/16 in. (4.8 mm) by 3/4 in. (19 mm).

2. Bars for 1 in. (25 mm) mesh shall have a cross section of 1/4 in. (6.4 mm) by 3/8 in. (9.5 mm).

3. Bars for small mesh 3/8 in. (10 mm), 1/2 in. (13 mm) and 5/8 in. (16 mm) shall be attached (sandwiched) to the terminal post using a galvanized steel strap having a minimum cross section of 2 in. (51 mm) by 3/16 in. (4.8 mm) with holes spaced 15 in. (381 mm) on center to accommodate 5/16 in. (7.9 mm) carriage bolts which are to be thru bolted thru the strap the mesh and thru the terminal post.

E. Polymer Coated Color Fittings: In compliance with ASTM F626. Polymer coating minimum thickness 0.006 in. (0.152 mm) fused and adhered to zinc coated fittings. Color to be black per ASTM F934.

2.06 TIE WIRE AND HOG RINGS

A. Tie wire and hogs rings per ASTM F626.

B. 9 gauge (0.148 in.) (3.76 mm) aluminum alloy ties or 9 gauge (0.148 in.) (3.76 mm) aluminum alloy hog rings

C. Polymer coated to match the coating, class and color to that of the chain link fabric.

2.07 SWING GATES

A. Swing Gates: single and double per plans. Galvanized steel welded fabrication in compliance with ASTM F900. Gate frame members 1.900 in. OD (48.3 mm) ASTM F1043 Group IA F1083 schedule 40 pipe Frame members spaced no greater than 8 ft. (2440 mm) apart vertically and horizontally.

B. Positive locking gate latch fabricated of 5/16 in. (7.9 mm) thick by 1 ¾" (44.45 mm) pressed steel galvanized after fabrication. Galvanized malleable iron or heavy gauge pressed steel post and frame hinges. Match gate fabric to that of the fence system. Finished to match fabric. Gateposts sized per table.

C. Install drop rods on all double swing gates. Drill pavement as necessary to seat drop rods.

Gate Fabric height up to and including 6ft.	
Gate Leaf Width	Post Outside diameter
Up to 4 ft.	2.375 in.
Over 4 ft to 10 ft	2.875 in.
Over 10 ft to 18 ft	4.00 in.
Gate Fabric height over 6 ft. to 12 ft.	
Gate Leaf Width	Post Outside diameter
Up to 6 ft.	2.875 in.
Over 6 ft to 12 ft	4.00 in.
Over 12 ft to 18 ft	6.625 in.
Over 18 ft to 24 ft	8.625 in.

D. Polymer coated gate frames and gateposts; match the coating type and color to that specified for the fence framework.

E. Moveable parts such as hinges, latches and drop rods may be field coated using a liquid polymer touch up.

F. Swing gate post size per ASTM F900

2.08 CONCRETE

A. Concrete for post footings shall have a 28-day compressive strength of 2,500 psi. (17.2 MPa).

PART 3 EXECUTION

3.01 CLEARING FENCE LINE

A. Clearing: Surveying, clearing, grubbing, grading and removal of debris for the fence line or any required clear areas adjacent to the fence is included in the earthwork contractor's contract. The contract drawings indicate the extent of the area to be cleared and grubbed.

3.02 FRAMEWORK INSTALLATION

A. Posts: Posts shall be set plumb in concrete footings in accordance with ASTM F567. Minimum footing depth, 24 in. (609.6 mm) plus an additional 3 in. (76.2 mm) for each 1 ft. (305 mm) increase in the fence height over 4 ft. (1220 mm). Minimum footing diameter four times the largest cross section of the post up to 4.00" (101.6mm) O.D. and three times the largest cross section of post greater than 4.00" (101.6mm). O.D. Gate posts require larger footings; minimum requirements are listed in ASTM F567.

1. Top of post concrete footing to be 4 inches (152 mm) below grade crowned to shed water away from the post. Line posts installed at intervals not exceeding 10 ft. (3.05 m) on center.

B. Top rail: When specified, install 21 ft. (6.4 m) lengths of rail continuous thru the line post or barb arm loop top. Splice rail using top rail sleeves minimum 6 in. (152 mm) long. The rail shall be secured to the terminal post by a brace band and rail end. Bottom rail or intermediate rail shall be field cut and secured to the line posts using boulevard bands or rail ends and brace bands.

1. Fences 12 feet (3.66 m) high or higher require mid rail

C. Terminal posts: End, corner, pull and gate posts shall be braced and trussed for fence 6 ft. (1.8 m) and higher and for fences 5 ft. (1.5 m) in height not having a top rail. The horizontal brace rail and diagonal truss rod shall be installed in accordance with ASTM F567.

D. Tension wire: Shall be installed 4 in. (101.6 mm) up from the bottom of the fabric.

E. Fences without top rail shall have a tension wire installed 4 in. (101.6 mm) down from the top of the fabric. Tension wire to be stretched taut, independently and prior to the fabric, between the terminal posts and secured to the terminal post using a brace band. Secure the tension wire to the chain link fabric with a 9 gauge hog rings 18 in. (457.2 mm) on center and to each line post with a tie wire.

3.03 CHAIN LINK FABRIC INSTALLATION

A. Chain Link Fabric: Install fabric to inside of the framework. Attach fabric to the terminal post by threading the tension bar through the fabric; secure the tension bar to the terminal post

with tension bands and 5/16 in. (7.94 mm) carriage bolts spaced no greater than 12 inches (304.8mm) on center.

B. Small mesh fabric less than 1 in. (25 mm), attach to terminal post by sandwiching the mesh between the post and a vertical 2 in. wide (50mm) by 3/16 in. (4.76 mm) steel bar using carriage bolts, thru bolted thru the bar, mesh and post spaced 15 in. (381 mm) on center.

C. Chain link fabric to be stretched taut free of sag. Fabric to be secured to the line post with tie wires spaced no greater than 12 inches (304.8 mm) on center and to rail spaced no greater than 18 inches (457.2 mm) on center. Secure fabric to the tension wire with hog rings spaced no greater than 18 inches (457.2 mm) apart. Aluminum alloy wire ties shall be wrapped around the post or rail and attached to a fabric wire picket on each side of the post or rail by twisting the tie wire around the fabric wire picket two full turns per ASTM F567. Excess wire shall be cut off and bent over to prevent injury. The installed fabric shall have a ground clearance on no more than 2 inches (50 mm).

3.04 GATE INSTALLATION

A. Swing Gates: Installation of swing gates and gateposts in compliance with ASTM F567. Direction of swing shall be outward. Gates shall be plumb in the closed position having a bottom clearance of 3 in. (76 mm) grade permitting. Hinge and latch offset opening space from the gate frame to the post shall be no greater than 3 in. (76 mm) in the closed position. Double gate drop bar receivers shall be set in a concrete footing minimum 6 in. (152 mm) diameter 24 in. (609.6 mm) deep. Gate leaf holdbacks shall be installed for all double gates.

3.05 NUTS AND BOLTS

A. Bolts: Carriage bolts used for fittings shall be installed with the head on the secure side of the fence. All bolts shall be peened over to prevent removal of the nut.

3.06 ELECTRICAL GROUNDING

A. Grounding: Grounding of the fence and gates is not the responsibility of the fence contractor and not included in the fencing scope of work for this contract.

3.07 CLEAN UP

A. Clean Up: The area of the fence line shall be left neat and free of any debris caused by the installation of the fence.

END OF SECTION 32 31 13

SECTION 32 84 00 - IRRIGATION SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and provisions of Contract, including General Conditions and other Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY

A. This Section includes the following:

1. Furnishing and installation of all exterior irrigation system components.
2. Furnishing and installing all low voltage control wiring, including connection into controller terminal strip.
3. Furnishing and installing irrigation system controller, excluding 120 volt wiring.

B. Trenching and backfill for irrigation system components is specified in Section 32 84 10 of this Specification.

C. Electrical Contractor shall furnish and install all 120 volt or greater wiring, including all necessary conductors, raceways and conduits, breakers, fuses, label plates and miscellaneous items required for a complete functioning installation. Contractor shall coordinate with utility provider for point of connection in location as noted on the plans.

1.3 QUALITY ASSURANCE

A. Qualifications of Installer: Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and material manufacturer's recommended methods of installation and who shall direct all work performed under this section.

B. Coordination of Work: All work of this section, and the installation of all lawns and all plant materials shall be performed by one Contractor.

C. Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with the latest rules of the National Electrical Code and National Plumbing Code for all electrical and plumbing work and materials. Where provisions of pertinent codes and standards conflict with the requirements of this section of these Specifications, the more stringent provisions shall govern.

1.4 SUBMITTALS

A. Material List: Before any irrigation system materials are delivered to the job site, submit to the Owner’s Representative a complete list of all irrigation system materials proposed to be furnished and installed.

1. Show manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data, and furnish the manufacturer's recommendations as to method of installation.

2. Do not permit any irrigation system component to be brought onto the job site until it has been approved by Owner's Representative.

1.5 PRODUCT HANDLING

A. Protection: Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installed work and materials of all other trades.

B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative and at no additional cost to the Owner.

PART 2 - MATERIALS

2.1 PIPE:

A. Plastic Pipe:

1. Pipe sizes shall conform to those shown on the plans. No substitutions of smaller pipe shall be allowed. Substitutions of larger pipe may be approved. All pipe rejected due to damage, defects, or non-conformance to the specifications shall be removed immediately from the site.
2. All plastic pipe shall be rigid unplasticized PVC-160, PVC 200 conforming to ASTM D-1784 and D-2241 standard specifications for PVC plastic pipe, or as shown in drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, deleterious, wrinkles, and dents.
3. All pipe shall be continuously and permanently marked with the following information. Manufacturer's name or trademark, size, schedule and type of pipe, working pressure at 73 degrees F (22.8 degrees C). and National Sanitation Foundation (N.S.F.) approval.
4. All pipe 2-1/2 inches (6.4 cm) and smaller shall be slip type joints. All pipe 3 inches (7.6 cm) and larger shall be gasket type joints. All pipe fittings to be installed for pipe 2-1/2 inches (-6.4 cm) and smaller shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld or threaded connections. All pipe fittings to be installed for pipe 3 inches (7.6 cm) and larger shall be epoxy coated steel fittings with compression gaskets as manufactured by Pierce, PO Box 528, Eugene, OR 97440,(503-485-3111), or approved equal.
5. Slip fitting socket taper shall be so sized that a dry unsoftened pipe end, conforming to these special provisions, can be inserted no more than halfway into the socket. Plastic saddle and flange fittings will not be permitted. Only schedule 80 pipe or fittings may be threaded.
6. When connection is plastic to metal, plastic male adapters shall be used. The male adapters shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be Teflon Tape only.

B. Sleeves:

1. All sleeve material shall be rigid unplasticized PVC-Schedule 40 pipe. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, deleterious, wrinkles, and dents.
2. All sleeves shall be 4" or larger as required to facilitate mainlines, lateral lines and wire sizes as shown on the plans.

2.2 RISERS

A. Spray Heads: All stationary spray heads shall have risers of high density polyethylene plastic pipe ("funny pipe") with spiral barbed ell fittings. Minimum length of "funny pipe" shall be 18 inches.

B. Rotor Pop-up Heads: All rotor heads shall have Lasco Unitized Swing Joints.

2.3 FITTINGS

A. Solvent Weld:
1. All fittings 2-1/2" and smaller shall be schedule 40 solvent weld. Fittings shall be manufactured by Lasco, Spears or approved equal.

B. Gasketed:
1. All fittings 3" and larger shall be ductile iron. Fittings shall be manufactured by Harco, Sceptor or approved equal.

2.4 MANUAL VALVES

A. Gate Valves:

1. All manual gate valves, sizes 2 inches (5 cm) and smaller, shall be all bronze double disc wedge type with integral taper seats and with non-rising stem.
2. All gate valves of 2-1./2 inches (6.4 cm) size or larger shall be iron body, brass trimmed, double disc wedge type with integral taper seats and with non-rising stems, 125 PSI rated. Gate valves shall function and be equal to PGL 701-A flanged, PGL 705-A threaded, or PGL 708-A gasketed.

2.5 VALVE BOXES

A. All valve boxes for valves 3" and larger and air release valves shall be Carson model 1419 standard with non-hinged cover or approved equal. Contractor to provide Carson model 1419E 6" extension boxes as required.
B. All valve boxes for valves smaller than 3" shall be Carson model 910-10" round or approved equal.
C. All manual control valves, zone shut-off valves, gate valves or globe valves unless otherwise indicated, shall be installed in valve access box of proper size as required for easy access to the valve. Standard valve box to be Carson 1419-12B with locking green cover or approved equal.

2.6 SPRINKLER HEADS

A. Sprinkler heads shall be as indicated on the plans or approved equal
B. Sprinklers shall be attached to the irrigation system per the drawings. Sprinklers to be properly set and adjusted for optimal operation.
C. Contractor shall deliver four (4) spare heads for each type used and four (4) sets of sprinkler head adjustment tools for each head type used to the Owner.

2.7 AUTOMATIC REMOTE CONTROL VALVES

A. Automatic control valves shall be per the drawings or approved equal. Size of valves as follows: Flows up to 30 GPM to be 1" automatic control valve, flows from 31 GPM to 75 GPM to be 1-1/2" automatic control valve, flows from 76 GPM to 100 GPM to be 2" automatic control valve or per manufacture's recommendations.
B. Automatic control valves to be installed as shown on the plans. Contractor shall adjust pressure regulation as necessary to provide optimal performance of the irrigation heads.
C. Contractor shall provide two (2) spare valves for each size used to the Owner.

2.8 IRRIGATION CONTROLLER

A. Controller location to be coordinated with Owner and Owner's Representative. All wires to be in conduit for a professional installation.

2.9 CONTROL CABLE

A. All electrical control wire to match manufacturer's specifications. Contractor shall supply and install complete system per manufacturer's recommendations including electrical grounding, electrical splices and ancillary items required for a complete system.

B. Verification of wire types and installation procedures shall be checked to conform to local codes.

2.10 OTHER MATERIALS

A. Materials to be furnished: Supply as part of this contract the following tools:

1. Two keys for each automatic controller.

The above equipment shall be turned over to the Owner at the conclusion of the project. Before final inspection can occur, evidence that the Owner has received materials must be shown to the Owner's Representative.

B. All other materials, not specifically described but required for a complete and proper irrigation system installation, shall be new, first quality of their respective kinds, and subject to the approval of the Owner's Representative.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.

B. Discrepancies: In the event of discrepancy, immediately notify the Owner's Representative. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 FIELD MEASUREMENTS

A. Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design.

3.3 TRENCHING AND BACKFILLING

A. Perform all trenching and backfilling as specified by Section 328410 of this Specification.

3.4 INSTALLATION OF PIPING

A. Layout the piping system in strict accordance with the plans. Where piping is shown on the plans to be under paved areas but running parallel and adjacent to planted areas, the intention is to install the piping in the planted areas.

B. Pipe Depth: All mainlines shall be installed with 18 inches minimum cover over the pipe with the exception of the 6" mainline which is to have a minimum of 36" of cover and the 4" mainline which is to have a minimum of 24" of cover. All laterals shall be installed with 12 inches minimum cover over the pipe.

C. Line Clearance: All lines shall have a minimum clearance of 4 inches (10.2 cm) from each other, and 6 inches (15.2 cm) from lines of other trades, except through pipe sleeves. Parallel lines shall not be installed directly over one another but should be separated sufficiently to allow for repairs.

D. Inspection of Pipe and Fittings: Carefully inspect all pipe and fittings before installation, removing all dirt, scale, and burrs and reaming as required; install all pipe with all markings up for visual inspection and verification.

E. Plastic Pipe:

1. Plastic pipe shall be installed in a manner so as to provide for expansion and contraction as recommended by the manufacturer.
2. All plastic joints shall be solvent-weld joints or slip seal joints. Only the solvent cement recommended by the pipe manufacturer shall be used. All plastic pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer and it shall be the Contractor's responsibility to make arrangements with the pipe manufacturer for any, field assistance that may be necessary. The Contractor shall assume full responsibility for the correct installation.
3. Slip seal gasketed joints shall be used on all pipe 3 inches (7.6 cm) and larger.
4. All plastic to metal joints shall be made with plastic male adapters.
5. The solvent-weld joints shall be made dry.
6. The solvent-weld joints shall be allowed to set at least 24 hours before pressure is applied to the system on PVC pipe.

F. Thrust Blocks:

1. Provide concrete thrust blocks for all pipe as required by the schedule on the plans.
2. All thrust blocks shall bear directly on undisturbed earth. Center pipe in the middle of thrust block.

3.5 INSTALLATION OF EQUIPMENT

A. General:

1. All fittings, valves, etc. shall be carefully placed in the trenches as shown on the plans.
2. All control wires shall be clearly labeled, by station using weatherproof material, both at the controller and at the valve. The inside cover of all automatic valve boxes shall also have the station number clearly painted in white.
3. All sprinklers, having adjustable nozzles, shall be adjusted for proper and adequate distribution of the water over the coverage pattern of the sprinkler.
4. All nozzles on stationary pop-up sprinklers or stationary spray heads shall be tightened after installation. All sprinklers having an adjusting screw, adjusting stem or adjusting friction collars shall be adjusted as required for the proper arc of coverage, radius, diameter and/or discharge.

B. Lawn Sprinkler Heads:

1. Install lawn sprinkler heads where indicated on the plans and in strict accordance with the manufacturer's recommendations.
3. Set heads to grade at initial install.
2. Along walks and driveways where finished grade is established, set all heads 1/4 inch (64mm) below surface of pavement at time of installation and 1-1/2 inches (3.8 cm) from pavement. Stake all temporary risers.
3. Set all heads to final grade where sod lawn will be installed.
4. Upon completion of maintenance period, reset all lawn sprinkler heads flush with grade and firmly anchor with soil.

3.6 AUTOMATIC IRRIGATION CONTROLLER

A. Controllers per plans. Mount as directed by Owner's Representative. All wires to be in conduit for a professional installation.

3.7 TESTING AND INSPECTION

A. Closing-in Uninspected Work: Do not allow or cause any of the work in this section to be covered up or enclosed until it has been inspected, tested, and approved by the Owner's Representative. Where trenches are not closed at the end of the day Contractor shall accept all liability for any damage or injury that may result from open trenches. Provide barricades and warning tape as necessary around all open trenches.

B. Flushing: Before backfilling the mainline, and with all control valves in place, but before lateral pipes are connected, completely flush and test the mainline and repair for all leaks; flush out each section of lateral pipe before sprinkler heads are attached.

C. Testing:

1. Make all necessary provisions for thoroughly bleeding the line of air and debris.
2. Before testing, fill the line with water for a period of at least 24 hours.
3. After valves have been installed, test all live water lines for leaks at a pressure of 100 psi for a period of two hours, with all couplings exposed and with all pipe sections centerloaded. Contractor shall provide deliver/documentation of system testing.

4. Furnish all necessary testing equipment and personnel.
5. Correct all leaks and retest until acceptance by the Owner's Representative.

D. Final Inspection:

1. Thoroughly clean, adjust, and balance all systems.
2. Demonstrate the entire system to the Owner's Representative, proving that all remote control valves are properly balanced, that all heads are properly adjusted for radius and arc of coverage, and that the installed system is workable, clean, and efficient.

3.8 INSTRUCTIONS

A. Record Drawings:

1. Record accurately on one set of black and white prints of the site plan all installed work including both pressure and non-pressure lines.
2. Upon completion of each increment of work, transfer all such information and dimensions to the print. The dimensions shall be recorded in a legible and workmanlike manner. Maintain as-built drawings on site at all times. Make all notes on drawing in pencil (no ball point pen). When the work has been completed, transfer all information from the field record print to a set of reproducible drawings.
3. Dimension from two permanent points of reference (buildings, monuments, sidewalks, curbs, pavement, etc.). Locations shown on as-built drawings shall be kept day to day as the project is being installed. All dimensions noted on drawings shall be 1/8 inch (32mm) in size (minimum).
4. Show locations and depths of the following items:

    a. Point of connection
    b. Routing of sprinkler pressure lines
    c. Gate valves
    d. Sprinkler control valves
    e. Quick coupling valves
    f. Routing of control wires
    g. Sprinkler heads
    h. Other related equipment

B. Controller Charts:

1. As-built drawings must be approved by Owner's Representative before charts are prepared.
2. Provide one controller chart for each controller supplied showing the area covered by automatic controller, of the maximum size controller door will allow.
3. The chart is to be a reduced drawing of the actual as-built system. Chart shall be a photo positive with different colored shading used to show area of coverage for each station. When completed and approved, the chart shall be hermetically sealed between two pieces of plastic. The chart shall be mounted in the controller using Velcro or equal type of semi-permanent fastening device.
4. These charts must be completed and approved prior to final acceptance of the irrigation system by the Owner.

C. Operation and Maintenance Manuals: Prepare and deliver to the Owner's Representative within ten calendar days prior to completion of construction, four individually bound copies of the operations and maintenance manual. The manual shall describe the material installed and shall

be in sufficient detail to permit operating personnel to understand, operate and maintain all equipment. Spare parts lists and related manufacturer information shall be included for each equipment item installed. Each complete, bound manual shall include the following information.

1. Index sheet stating Contractor's address and telephone number, duration of guarantee period, list of equipment with names and addresses of local manufacturer representatives.
2. Complete operating and maintenance instructions on all major equipment.
3. In addition to the above maintenance manuals, provide the maintenance personnel with instructions for system operation and show written evidence to the Owner at the conclusion of the project that this service has been rendered.

3.9 GUARANTEE PERIOD

A. Guarantee: The entire irrigation and water system shall be guaranteed to give satisfactory service for a period of one year from date of acceptance by the Owner. Should any trouble develop within the time specified above due to inferior or faulty materials or workmanship, the trouble shall be corrected at no expense to the Owner. Any and all damages resulting from faulty materials or workmanship shall be repaired by the Contractor to the satisfaction of the Owner, at no cost to the Owner.

B. Guarantee Period Services:

1. The Contractor shall winterize the system and perform spring start-up of the system during the guarantee period. These functions shall be coordinated in advance with the Owner, and the Owner's personnel shall be encouraged to participate.
2. Upon re-energizing the system, the Contractor shall repair any leaks or breaks and shall check each head and valve, making any adjustment necessary.

END OF SECTION 32 84 00

SECTION 32 84 10 - IRRIGATION TRENCHING AND BACKFILL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and provisions of Contract, including General Conditions and other Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY

A. This Section includes the following:

1. Trenching and backfilling for all irrigation system components.
2. Boring under driveways, walks, and curbs.
3. Furnishing and installation of all pipe sleeves.

B. Furnishing and installing irrigation system components is specified in Section 32 84 00- Irrigation System of this Specification.

1.3 QUALITY ASSURANCE

A. For actual prosecution of the work, use only personnel who are skilled in the work required, familiar with recommended methods of installation, and thoroughly familiar with the requirements of this work.

1.4 UNDERGROUND OBSTRUCTIONS

A. The Contractor shall contact all utilities for locations of their installations prior to initiating work.

B. The Contractor shall preserve, intact, any underground pipes or other utilities encountered during construction. In case any such utilities or other structures are accidentally broken or damaged, the Proprietor of the underground installation shall be immediately notified, and they shall be immediately replaced in a condition at least equal to that in which they were found, all at the expense of the Contractor.

C. Use of Explosives: Use of explosives is not permitted.

PART 2 -MATERIALS

2.1 PIPE SLEEVES

A. Pipe sleeves shall be Schedule 40 PVC pipe, size as necessary for installation of irrigation system (main line, lateral lines and wiring) as shown on the plans.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

B. Verify that trenching may be completed in accordance with the original design and the referenced standards.

C. Discrepancies: In the event of discrepancy, immediately notify the Owner's Representative. Do not proceed with installation in areas of discrepancy until all discrepancies have been fully resolved.

3.2 TRENCHING/PULLING

A. General:

1. All mainlines to be open trenched. All lateral lines can be open trenched or pulled. If Contractor intent is to pull pipe, Contractor shall submit pulling method to the Owner's Representative prior to commencement of work.
2. Perform all trenching required for the installation of irrigation system components. Make all trenches in accordance with OSHA Requirements with sufficient width to provide free working space at both sides of the trench and around the installed item as required for gluing, joining, backfilling, and compacting while minimizing width of trenches.

B. Depth:

1. Trench to sufficient depth to give a minimum of 18 inches of fill above the top of the pipe measured from the adjacent finished grade under driveways and sidewalks.
2. All mainline shall have a minimum cover of 18 inches above the pipe unless as noted below. All laterals shall have a minimum cover of 12 inches above the pipe.
3. All 6" mainline pipe to have a minimum of 36" of fill above the top of the pipe.
4. All 4" mainline pipe to have a minimum of 24" of fill above the top of the pipe.
5. All 3" and smaller mainline pipe to have a minimum of 18" of fill above the top of the pipe.

C. Correction of Faulty Grades: Where trench excavation is inadvertently carried below proper elevations, backfill with material approved by the Owner's Representative and then compact to provide a firm and unyielding subgrade to the approval of the Owner's Representative and at no additional cost to the Owner.

D. Trench Bracing:

1. Properly support all trenches in strict accordance with all pertinent rules and regulations.
2. Brace, sheet, and support trench walls in such a manner that they will be safe and that the ground alongside the excavation will not slide or settle, and that all existing improvements of every kind will be fully protected from damage.
3. In the event of damage to such improvements, immediately make all repairs and replacements necessary to the approval of the Owner's Representative and at no additional cost to the Owner.

4. Arrange all bracing, sheeting and shoring so as to not place stress on any portion of the completed work until the general construction thereof has proceeded far enough to provide sufficient strength.

E. Removal of Trench Bracing: Exercise care in the drawing and removal of sheeting, shoring, bracing, and timbering to prevent collapse or caving of the excavation faces being supported.

F. Grading and Stockpiling Trenched Material: Control the stockpiling of trenched material in a manner to prevent water running into the excavations. Do not obstruct surface drainage but provide means whereby storm and waste waters are diverted into existing gutters, other surface drains, or temporary drains.

G. Methods:

1. All trench excavation shall be made by open cut. During excavation, material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading, and to prevent slides or cave-ins. All material not required for backfill or not suitable for backfill, shall be removed from the site by the Contractor. Banks of trenches shall be kept as nearly vertical as possible, and shall be properly sheeted and braced as may be necessary to prevent caving.
2. Trench widths in paved streets or in areas where proximity to other structures require vertical cuts, shall not be wider than is required for proper handling, jointing and bedding of the pipe.
3. The bottom of the trenches shall be accurately graded to line and grade, and provide uniform bearing and support for each section of the pipe on undisturbed soil, at every point along its entire length. Depressions for joints shall be dug after the trench bottom has been graded, and shall be only of such length, depth and width as required for properly making the particular type joint. Care shall be taken not to excavate below the depths indicated.
4. Where rock occurs in trench excavation, the rock shall be removed to a depth of 6 inches (15.2 cm) below the established grade line, and to a width of 12 inches (30.5 cm) greater than the outside diameter of the pipe to be installed in the trench.

H. Pavement Removal:

1. Where excavation of trenches requires the removal of asphaltic pavement, the pavement shall be cut in a straight line along the edge of the excavation by use of a concrete saw or similar approved equipment to obtain straight, square and clean break; and, after backfilling and subgrade preparations are completed, hot plant mix asphaltic concrete shall be replaced and compacted.
2. Excess material, including rock, broken concrete, bituminous materials, debris or other materials not suitable for backfill, shall be removed from the site and disposed of by the Contractor.

3.3 BORING

A. Locations: Boring shall be used to route pipe, wiring, or both under concrete structures such as walks or curbs where trenching is impractical. Sleeves shall be installed in all bored holes.

B. Method: Boring shall be accomplished with a drill, auger, water jet, or any other instrument approved by the Owner's Representative capable of producing a precise hole. Boring shall not disturb overlaying structures or cause settlement and damage to those structures. Contractor shall submit boring method to the Owner's Representative for approval prior to commencement of work.

3.4 SLEEVES

A. Locations: Sleeves shall be installed wherever routing of a pipe, wiring, or both crosses a paved area or passes through a bored hole.

B. Methods:

1. Sleeves laid in open trenches shall be uniformly and evenly supported by undisturbed soil on the trench bottom. Backfill shall conform to standards hereinafter specified.
2. Sleeves installed in borings shall be forced through and shall have a snug fit throughout the length of the bored hole. Sleeves cracked or broken shall not be accepted.

3.5 BACKFILL

A. Inspection: The trenching shall not be backfilled until inspection has been completed and the pipe installation, including the grade, alignment and jointing has been found to be in compliance with the requirements of the plans and specifications.

B. Around and Over Pipe:

1. Select backfill material consisting of sand, fine gravel or select earth, free of large lumps or rocks larger than 3/4 inch (19 mm) shall be used in backfilling around and over the installed pipe.
2. The select material shall be obtained from the excavation material removed from the trench and shall be processed by screening, sifting, or selective sorting, so as to produce the type of backfill herein specified. The Contractor may at his option and own expense provide an acceptable imported material.
3. Backfill material shall be carefully deposited around and over the pipe in layers not more than 6 inches (15.2 cm) thick, loose measurement, unless otherwise permitted by the Owner's Representative, wetted to optimum moisture content and uniformly compacted to at least 95 percent of the maximum density obtainable at optimum moisture content as determined by AASHTO T99 Method A or D (latest revision), until the pipe has a cover depth of at least 12 inches (30.5 cm).

C. Remainder of Trench Backfill:

1. The remaining depth of the trench shall be backfilled with excavation material removed from the trench, which shall be wetted or dried to near optimum moisture content.
2. Inclusion of a limited amount of stones and rocks will be permitted. Stones and rocks shall in no case be larger than 3/4 inch. The size and amount of rocks used in backfill shall be such that they will not interfere with proper compaction.
3. This material shall be carefully deposited in layers of a thickness suitable to the equipment selected by the Contractor for proper compaction and compacted to at least 95 percent of the maximum density as determined by AASHTO T99 Method A or D (latest revisions). The method of compaction selected by the Contractor shall not cause damage of any nature to the installed pipe.
4. The use of a water puddling of this portion of the trench backfilling may be used if the specified density can be obtained and the backfill material is suitable for this type of trench compaction.

3.6 PAVEMENT REPLACEMENT

A. Pavement replacement shall utilize the same materials and design as the original pavement.

3.7 CLEANUP

A. Upon completion of the work, the entire site shall be cleared of all debris, and ground surfaces shall be finished to smooth, uniform slopes and shall present a neat and workmanlike appearance. Cleanup shall be considered an incidental item, and no additional payment shall be made for any cleanup item. All fences, culverts, gravel driveways or other obstructions removed or modified during construction, shall be replaced in a condition at least equal to their pre-construction condition, and shall be approved by the Owner’s Representative.

3.8 MAINTENANCE

A. The Contractor shall, for a period of one (1) year after completion and final acceptance of the work, maintain and repair any trench or boring settlement which may occur, and shall make suitable repairs to any pavements, sidewalks, or other structures which may become damaged as a result of settlement. All such maintenance and repair shall be at the Contractor's expense.

END OF SECTION 32 84 10

SECTION 32 92 00 - TURF AND GRASSES

PART 1-GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of each Contract, including General Conditions, Supplementary Conditions, and other Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION

A. Work in this section consists of furnishing all plant, labor, equipment, and performing all operations to finish grade topsoil, to prepare seedbeds, seeding native grass and seeding or sodding lawn areas, maintenance and protection of all planted areas.

B. All exterior lawn areas within the seeding limits, except surfaces occupied by buildings, plant beds and paving, except areas indicated to be undisturbed shall be seeded or sodded as shown on Plans.

C. All areas disturbed by construction activities including but not limited to irrigation trenches, contractor staging areas and general disturbed areas to be seeded as specified in this section per the drawings.

1.3 RELATED WORK DESCRIBED ELSEWHERE

A. Irrigation System- Section 32 84 00.

B. Landscaping- Section 32 93 00.

1.4 QUALITY ASSURANCE

A. Qualification of Workmen:

1. Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the best methods for their installation and who shall direct all work performed under this section.

1.5 PRODUCT HANDLING

A. Protection:

1. Upon delivery of sod to the work site use all means necessary to protect and maintain the sod before, during, and after installation and to protect the installed work and materials of all other trades.
2. All seed shall be delivered to the job site in the original bags with tags certifying purity, germination, common and botanical name for each species, and percent weed seed. All tags shall be removed from the bags by the Owner's Representative. Untagged seed bags shall be rejected.

B. Storage:

1. Seed, hydromulch, and hydromulch tackifier shall be kept in dry storage away from contaminants.

C. Replacements:

1. In the event of rejection of the seed or sod, immediately make all replacements necessary to the approval of the Owner's Representative and at no additional cost to the Owner.

D. Notice to Proceed:

1. The Contractor shall not proceed with seeding or sodding operations until the irrigation system has been tested and approved by the Owner's Representative.

E. Schedules:

1. Install seed mixes during the specified time periods. If special conditions exist that may warrant a variance in the specified plant dates or conditions, a written request shall be submitted to the Owner's Representative stating the special conditions and proposed variance.

F. Substitutions:

1. Request for substitutions, shall be submitted in writing prior to bid and in accordance with Section 01 25 00.

PART 2 -MATERIALS

2.1 SEED

A. General: All grass seed shall be:

1. Free from noxious weed seeds, and recleaned.
2. Grade A recent crop seed.
3. Treated with appropriate fungicide.
4. Delivered to the site in sealed containers with dealer's guaranteed analysis.

2.3 FERTILIZER

A. Soil Testing:

1. Verify fertilization needs by sampling and testing topsoil soil prior to purchasing fertilizer. The test sample shall be obtained by sampling six different locations at the project site. Soil from sampled locations shall be mixed in equal parts to provide a compiled sample for testing.

   Testing by an approved laboratory shall include:

   a. A test for soil pH,

b. A test for electrical conductivity (EC),

c. A test for the amount of nitrogen, phosphorus and potassium present (NPK),

d. A test to determine the amount of organic matter present (OM).

2. Results of tests shall be reviewed by the Owner and Engineer prior to purchase of fertilizer. If tests results are typical for the area, fertilization operations may commence as specified. If test results are not typical for the general campus area, Owner will provide modified formulation and application rate specifications by Change Order.

B: General:

1. All fertilizer to be commercially prepared and shall contain the following percentages by weight:

a. 16% Nitrogen.
b. 16% Phosphoric Acid.
c. 16% Potash.

2. Commercial fertilizer shall be complete, uniform in composition, dry and free-flowing. The fertilizer shall be delivered to the site in the original waterproof containers, each bearing the manufacturer's statement of analysis.

B. Special Protection:

1. If stored at the site, protect fertilizer from the elements at all times.

2.4 MULCH

A. All mulch for hydroseeding shall be North American Green GeoSkin (includes tackifier) as supplied by True North Steel, Billings, MT 59102 (406) 656-2253 or approved equal. Application rate per manufacture's recommendations.

2.5 MULCH TACKIFIER

A. See mulch above.

2.6 WATER

A. Water for seeding operations shall be Contractor's responsibility.

2.7 TOPSOIL

A. Native Topsoil
1. Refer to Montana Standard Specifications Subsections 203.80 Topsoil Salvaging and placing, 610.00 Topsoiling and 713.06 Topsoil Material.

B. Imported Topsoil
1. In the event sufficient quantities of native topsoil cannot be salvaged from the site, the Contractor shall provide imported topsoil to supplement the project requirements. The

Contractor shall provide topsoil that meets or exceeds the quality of the native topsoil material available on site. Contractor shall provide source and analysis information to the Owner's Representative, for his approval, prior to delivery. The Contractor shall incorporate into the topsoil, amendments necessary to provide topsoil fertility and quality, equal to or exceeding the characteristics of the native topsoil.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that seeding or sodding may be completed in accordance with the original design and the referenced standards.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 FINISH GRADING

A. Preparation

1. General Seeding & Landscaping Areas: For areas of general seeding, contractor shall provide a 4" minimum compacted, depth of topsoil on all lawn areas. Topsoil shall be graded smoothly and evenly. Lawn area sub grade shall be roughed and scarified 6" minimum depth to except and bind with the finish layer of topsoil. Topsoil shall be spread in a non-muddy, unfrozen condition. Surface finish shall be +/- 0.1 foot. Compaction of the topsoil layer shall be ±85% maximum dry density. Refer to Montana Department of Highways Standard Specifications Subsections 610.00 Topsoiling.203.08 Topsoil Salvaging and Placing, 713.06 topsoil material.

2. Reclaimed Areas: For areas reclaimed from pavement or gravel drives & parking, contractor shall provide a 4" minimum compacted, depth of topsoil on all lawn areas. Topsoil shall be graded smoothly and evenly. Lawn area sub grade shall be roughed and scarified 12" minimum depth, or to a sufficient depth to loosen sub grade as directed by the Owner's Representative, to prevent a hardpan and bind with the finish layer of topsoil. Topsoil shall be spread in a non-muddy, unfrozen condition. Surface finish shall be +/- 0.1 foot. Compaction of the topsoil layer shall be ±85% maximum dry density. Refer to Montana Department of Highways Standard Specifications Subsections 610.00 Topsoiling.203.08 Topsoil Salvaging and Placing, 713.06 topsoil material.

B. Finish Grading:

1. Grade lawn areas to finish grades, filling as needed or removing surplus dirt and floating areas to a smooth uniform grade. All lawn areas shall slope to drain. Where no grades

are shown, surfaces shall have a smooth and continual grade between existing or fixed controls (such as walks, curbs, catch basins, elevations at steps or building). Roll, scarify, rake and level as necessary to obtain true even lawn surfaces. All finish grades shall meet approval of the Owner's Representative before grass seed is sown or sod is laid.

C. Fine Grading:

1. Upon completion of finish grading, perform all fine grading required in planting areas, using topsoil obtained from the site.

D. Weed Control:

1. Prior to application of seed the seed bed shall be roughed up to a depth of 1/8 inch (32mm).
2. Moisten the seedbed to a depth of I inch (2.5 cm) to promote germination of any seeds contained in the topsoil.
3. After weeds have germinated and are growing vigorously, spray with Roundup in strict conformance with manufacturers specifications. Seeding shall be executed 7 days following Roundup application. Do not disturb the sterilized seedbed in any way prior to seeding.

3.3 SOWING NATIVE AND LAWN GRASS

A. Preparation:

1. Seed bed preparation shall pertain to the preparation of the surface of the ground to receive the seed. The ground shall be hand or machine raked so as to remove all debris, clods, rocks, and other material larger than 1 inch (2.5 cm), to a depth of 4 inches (10.2 cm). Such debris, clods, rocks, and other material so removed shall be disposed of off the immediate property. Seed bed preparation shall not commence until the moisture conditions make the ground area and soil friable.
2. If there has been a time lapse following the placement of the topsoil to allow it to become settled and compacted on the surface, the area to be planted with seed shall be thoroughly worked to a depth of 3 to 4 inches (7.6 cm to 10.2 cm) so as to provide a surface of such condition that it will allow application of the seed in compliance with these Specifications.
3. Apply fertilizer at a rate of 5 pounds per 1,000 square feet (2.5 kg per 100 m1. Rake fertilizer lightly into top 1 inch (2.5 cm) of prepared seedbed.
4. Seed beds should be firm prior to seeding. Seed beds should be permitted to settle or should be firmed by rolling before seedings are made.

B. Sowing:

1. Immediately prior to the application of the seed, the soil shall be loose to a depth of at least 1 inch (2.5 cm) and free from all material as specified. If soil is too loose or dry for good handling, it should be moistened and rolled lightly.
2. Seeding Methods
   a. Hand Broadcast –Hand broadcast shall be used in sensitive areas where other methods may cause unnecessary disturbance or in areas where species with a small seed are being applied. Contractor must receive approval for areas of broadcast seeding by Owner's representative if not designated on the plans. Seed should be applied at double the specified seeding rate in all areas of broadcast seeding. All broadcast seeded areas shall receive straw or hydro mulch per specifications.

b. Drill Seeding – The seed drill shall be capable of accurately seeding native grass and forb species. Areas where drill seeding can be used will need to be accessible by a tractor and drill.

The drill seeder shall have multiple seed boxes for different types and sizes of seed. Seed agitators are required to drop seed into a series of planters. The planters open a slot in the ground and plant the seeds ensuring that each seed is effectively planted to an optimal depth. The seeder must be able to be calibrated to the rate required for each type of seed, and must be able to be pulled by a wheeled or crawler tractor.

The soil surface shall not be compacted. Shallow tilling (no greater than 2" below soil surface) may be required if soil surface is compacted. All drill seeded areas shall receive straw or hydro mulch.

c. Hydroseeding - All seed shall be placed by hydraulic methods. Seed and mulch shall be applied in separate and distinct operations except that a minimal amount of mulch may be added to the seed slurry as a visual aid during the seeding process. Mulch applied with seed shall not exceed one pound mulch for each five gallons water (25 kg mulch for each liter of water). This mulch shall be deducted from the total quantity to be applied. The application of the seed slurry shall be made with the equipment having a built-in agitation system and operating capacity sufficient to agitate, suspend and homogeneously mix a slurry containing water, seed, and mulch. The slurry shall be sprayed over the soil in a uniform coat. Wherever practical, the slurry shall be applied normal to the surface being treated to effectively drill the seed into the seedbed. Hydromulch application shall follow seeding as soon as practical, with consideration for minimal soil erosion through washing. All seeded areas shall be mulched before work is terminated on any day.

3. Non-irrigated grass areas shall be seeded between March 1 and March 31 or between October 15 and October 31 unless otherwise directed by the Owner's Representative.
4. Seed shall be sown exercising great care that a uniform distribution of seed is obtained.
5. Mulch application shall follow seeding as soon as practical, with consideration for minimal soil erosion through washing. All seeded areas shall be mulched within 24 hours of placement.

B. Mulching:
1. Mulch all seeded areas. Topsoil or seed which washes out for reasons attributable to the Contractor's activities or failure to take proper precautions, shall be replaced at the Contractor's expense.
2. Hydro Mulching:
   a. All structures shall be protected from hydraulic application of mulch material. Any material deposited on walks, streets, inlets, or other structures, shall be removed.
   b. Mulch shall not be applied in the presence of free surface water, but may be applied on damp ground.
   c. Apply tank mixed mulch and tackifier at a rate of 2000 pounds per acre.
   d. Tank Mix:
      1. Tank mix shall meet the manufacturer's specifications and proportions:
      2. Add tackifier and mulch to hydroseeder with machine in operation. Run hydroseeder agitator for a minimum of 2 minutes prior to applying tank mix to prepared seedbeds.
3. Straw Mulching:
   a. Straw mulching shall be used only on areas of drill or broadcast seeding. The work consists of placing a straw mulch cover on slopes or other designated areas

following seeding. Crimped straw consists of a layer of straw or hay spread or blown over the seeded or graded soil surface. The straw is then mechanically anchored to the soil surface. The action of rolling an implement over the surface of the straw creates rows of straw that stand up. The remainder of the straw protects the soil's surface.

b. Materials- Grass Hay or Straw Mulch: Grass hay or straw mulching material shall be certified noxious weed seed free. The mulch shall have been baled dry, in bales of approximately equal weight and shall be relatively dry when applied. Materials having characteristics making them unsuitable for the purpose intended will be rejected. The Owner's representative shall approve the materials prior to installation.

c. Placing- The straw mulch shall be placed within 24 hours after the seeding or grading has been completed. Mulching operations shall not be performed during periods of high winds, which impede the proper placing of the mulch. The placing of mulch shall begin on the windward side of the areas to be covered. On gentle to moderate slopes, straw mulch can be applied by hand broadcasting to a uniform depth of 2 - 3 inches. On steep slopes, the straw should be blown onto the slope to achieve the same degree of cover. For machine application, the machine shall blow or eject mulch, by a constant air stream, that controls the amount of mulch. The machine shall cause a minimum of cutting or breakage of the mulch. Mulch containing excessive moisture, which prevents uniform feeding through the machine, shall not be used. Mulch shall be placed uniformly over the seeded areas at a rate of 4000 pounds per acre (or one 74 pound bale per 800 square feet). Approximately 10 -20 percent of the soil surface shall be visible through the mulch blanket prior to mulch tiller (punching) operation. Excessive cover, which will smother seedlings, shall be avoided. The Owner's Representative may order the placement of mulch on any area where protection is necessary to prevent erosion or encourage vegetation establishment. The mulch shall extend into existing vegetation or be stabilized on all sides to prevent wind or water damage which may start at the edges.

d. Punching- Immediately following application, the mulch shall be punched into the soil. Punching shall be accomplished using one of three methods depending on slope and equipment availability:

    1. Hand Punching- A spade or shovel is used to punch straw into the slope until all areas have straw standing perpendicularly to the slope and embedded at least 4 inches into the slope. It shall be punched about 12 inches apart.

    2. Roller Punching- A roller equipped with straight studs not less than 6 inches long, from 4 - 6 inches wide and approximately one inch thick shall be rolled over the slope.

    3. Crimper Punching- Like roller punching, the crimper has a series of dull, flat disks with notched or cutout edges. The disks shall be approximately 20 inches (500 mm) in diameter, ¼ inch (6 mm) thick, spaced approximately 8 inches (200 mm) apart which force straw mulch into the soil. Crimping shall be done in two directions with the final pass across the slope. Tiller members shall be ballasted; to push mulch into the soil approximately three inches with ends exposed above the soil surface. The mulch tiller shall follow as closely as possible behind the mulcher. More than one pass of the mulch tiller may be required to assure adequate anchoring.



Example of crimped straw



Example of mechanical straw crimper

C. Protection: Protect all seeded areas by erecting temporary fences, barriers, signs, etc. as necessary to prevent traffic. Barriers shall remain in place for at least six (6) weeks unless other arrangements are made with the Owner's Representative.

3.4 MAINTENANCE

A. General:

1. Maintain all native grass and lawn areas for a period of 30 days following substantial completion of the job.
2. Contractor shall coordinate with the Owner to ensure seed establishment in disturbed areas. Overall turf maintenance of areas outside disturbed/seeded is not the responsibility of the Contractor. Reseeding of areas as needed is the responsibility of the Contractor.

B. Work Included:

1. All irrigated areas shall be watered as required.
2. All areas shall be watched closely so that they are "not permitted to dry out or to form puddles of water, or to be washed by over-application.
3. Mow all lawn at 1- 1/2 inches (3.8 cm) with a self bagging mower each time its height reaches 3 inches (7.6 cm). Maintain through minimum three mowings to provide an even

stand over the entire seeded area. Continue mowing all lawns at 1-1/2 inches (3.8 cm) until acceptance.

4. Mow native areas to a height of 6" per direction of Owner's representative, for a maximum of 4 mowings throughout seed establishment.

C. Replacements:

1. Any area that fails to produce an adequate stand of grass as determined by the Owner until Final Completion shall be reseeded by the Contractor at no additional expense to the Owner. If seeding is found to be unsatisfactory the final completion date shall be extended as required until seeding acceptance by Owner at the Contractor's expense.
2. Replacements required because of vandalism or other causes beyond the control of the Contractor are not part of the Contract.

D. Extension of Maintenance Period:

1. Continue the maintenance period at no additional cost to the Owner until all previously noted deficiencies have been corrected, at which time the final inspection shall be made.

END OF SECTION 32 92 00

SECTION 32 93 00 -LANDSCAPING

PART I-GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and provisions of Contract, including General Conditions and other Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY

A. This Section includes the following:

1. Furnishing all plants, labor, equipment, and performing all planting of trees, shrubs and groundcovers.

B. Installation of lawns is specified in Section 32 92 00– Turf and Grasses, of this Specification.

1.3 QUALITY ASSURANCE

A. Qualification of Workmen: Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed, the best methods for their installation, and who shall direct all work performed under this section.

B. Coordination of Work: All work of this section, and the installation of all irrigation systems and all lawns shall be performed by one Contractor.

1.4 STANDARDS

A. All plants and planting materials shall meet or exceed the Specifications of federal, state, and county laws requiring inspection for plant disease and insect control. Quality and size shall conform with the current edition of American Standards for Nursery Stock, ANSI Z60.I, as adopted by the American Association of Nurserymen, and with the schedule shown on the plans.

B. All plants shall be true to name and one of each bundle or lot shall be tagged with the name and size of the plants in accordance with the standards of practice of the American Association of Nurserymen. In all cases, botanical names shall take precedence over common names.

PART 2 -MATERIALS

2.1 PLANT MATERIALS

A. General: Plant materials shall mean trees, shrubs, groundcovers and plants of all descriptions, required to be furnished for the project, in accordance with the plans and specifications. All plant material must be true to name, which shall conform to Standardized Plant Names of the American Joint Committee on Horticultural Nomenclature, and shall be legibly tagged with the name and

size of the material according to the general nursery practice as recommended by the American Association of Nurserymen.

B. Condition: All plants shall be first class representatives of their normal species or varieties. Unless otherwise specified, plants shall have average or normally developed branch systems and vigorous root systems. Plants shall be free from scale, disfiguring knots, sun scald injuries, abrasions of the bark, or other objectionable blemishes. Weak plants will not be accepted. Plants must show appearance of normal health and vigor in strict accordance with these Specifications. All stock shall be nursery grown.

C. Disease: All plant material shall comply with state and federal laws with respect to inspection for plant disease and infection. Any inspection certificates required by law shall accompany each shipment, invoice, or order of stock.

D. Size Variance: When planted in masses, plants shall be subject to tests that will eliminate more than twenty (20%) percent variance from uniform size and that will ensure at least fifty (50%) percent conformity to larger rather than smaller Sizes.

E. Inspection: All plant material shall be subject to approval and inspection at any place, before, during and/or after planting. Any plant material not approved by the Owner's Representative shall be immediately removed from the site. No plant material shall be accepted with loose or broken balls.

2.2 OTHER MATERIALS

A. Guying Materials: Stakes shall be 2 inches (5 cm) metal t-post stakes, minimum length 3 feet (.9m), with the exposed portion of the stake painted dark green or brown. Guys shall be canvas or cloth straps. Staking is mandatory, see details.

B. Mulch: Mulch types per plans. Submit samples for approval prior to installation.

C. Weed Barrier Fabric: Weed barrier fabric shall be Typar Style 3201, as manufactured by Reemay Company or approved equal. Installed under all mulch areas unless noted otherwise in plans.

D. Bed Edging: All edging shall be 1/8 inch x 4 inches (3.2 mm x 102 mm) aluminum edging, mill finish, as manufactured by Permaloc Corporation, 13505 Barry Street, Holland, MI 49424. Telephone 1-800-356-9660 or 616-399-9600. Fax 616-399-9770. Or approved equal.

1. Inspection: Prior to all work of this section, carefully inspect installation work of other trades and, verify that all such work is complete to the point that installation of edging may properly commence.
2. Discrepancies: In the event of discrepancy, immediately notify the Owner's Representative. Do not proceed with installation in areas of discrepancy until all such discrepancies have been resolved.
3. Installation: Install all edging where indicated on the Plans, anchoring all edging firmly in place and maintaining smooth curves and straight lines in accordance with manufacturer's recommended installation procedures. Place line stakes approximately 3.2 feet o.c. (96 cm o.c.), and plumb. Place splicer stakes in a manner so that smooth lines are maintained at all times. Kinked or waving edging, or edging not uniformly graded, shall be rejected, and replaced at no additional cost to the Owner.

2.3 PLANTING MIXTURE

A. Topsoil: The topsoil shall be loose, friable, and shall contain an ordinary amount of humus. It shall contain no lumps of soil, rocks larger than 1 inch (2.54 cm), or sticks, roots, and other debris. It shall be sufficiently fertile to sustain normal healthy plant growth and shall not have a pH value higher than 7.0 or lower than 5.5. The topsoil shall be delivered in an unfrozen and non-muddy condition and must meet the approval of the Owner's Representative.

B. Preparation: Native soil shall be used as fill around plants.

PART 3 -EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that planting may be completed in accordance with the original design and the referenced standards.

B. Discrepancies: In the event of discrepancy, immediately notify the Owner's Representative. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 PLANTING TREES AND SHRUBS

A. General: Plant nursery stock immediately upon delivery to the site and approval by the Owner's Representative except that, if this is not feasible, heal-in all balled material with damp soil and protect from sun and wind. Regularly water all nursery stock in containers or healed in, and place them in a cool area protected from sun and drying winds.

B. Excavation of Plant Holes:

1. Excavation shall be accomplished in such a manner as to provide a 1/2 inch (13 mm) drop from all pavements to the finished surface of beds. Excavate shrub pits to provide not less than 6 inches (15.2 cm) of planting mixture beyond the side of the container and at least 6 Inches (15.2 cm) deeper than the container, but in no case shall depth be less than 16 inches (40.6 cm) below finished grade.
2. Tree pits shall have gradually sloping sides and horizontal bottoms. Depth of pit below finish grade shall be at least 6 inches (15.2 cm) greater than the depth of the ball. In no case shall depth of tree pits be less than 24 inches (61 cm) below finished grade. Diameter of pits for all trees shall be at least three times greater than the maximum diameter of the tree ball or root system, see details.

C. Planting Operation:

1. Trees and shrubs shall be supplied in sizes shown on the Landscaping Plan with all plants "Balled and Burlapped" or containerized. During planting operations, the nursery stock shall not be exposed to the sun, drying winds, or winter freezing. Roots of evergreens shall not be exposed to the air.
2. Planting may be executed at any time between March 1 and September 30, provided the ground is not frozen and water is available. The Contractor shall take all precautions he deems necessary against desiccation, freezing, or other potential damage to plant

materials due to weather conditions existing or that may be expected at the time of planting and during the maintenance and guarantee periods.

3. The soil in the bottom of the hole, which has been excavated to the prescribed requirements, shall be loosened to a depth of 3 inches (7.6 cm) and mixed with an equal amount of topsoil. A mound of soil shall be formed in the center of the hole to support the ball of the plant. The plant shall be placed on the mound of soil and held in a vertical position. Handle all "Balled and Burlapped" shrubs and trees by the earth ball and not by the top, exercising care not to drop or loosen the ball. After setting the shrub or tree at proper depth, untie or cut rope at trunk of plant and loosen burlap carefully without disturbing the earth ball.
4. Remove all containers and wire baskets from top 2/3 of plant root ball in a careful manner so that the root ball is not damaged.
5. The plants shall be so set, by adjusting the elevation of the mound, that after settlement the plant will stand at approximately the same depth it stood in the nursery or field, see details.
6. The plant hole shall be backfilled with native soil placed in layers around the ball. Each layer shall be carefully tamped in place in a manner to avoid injury to the ball or disturbing the position of the plant. When approximately two-thirds of the plant hole has been backfilled, the hole shall be filled with water and the soil allowed to settle around the roots. Balled and burlapped plants shall have the burlap cut away or folded back from the top of the ball before applying the water. After the water has been absorbed, the plant hole shall be filled with native soil and tamped lightly to grade. Any settlement shall be brought to grade with topsoil.
7. In the case of planting in the open on hot days, shorten the time between planting and watering.

3.3 STAKING TREES

A. All trees must be guyed with three metal t-post stakes driven into the ground outside the saucer. The stakes shall be equally spaced. The tree will be secured to the stakes by canvas or cloth straps around the first lateral branch. The straps should have a maximum of 1/2 inch (13 mm) slack. Do not have taut. Remove after one year, at time of final inspection, provided that trees are in acceptable free-standing condition. Staking is mandatory.

3.4 PRUNING

A. The brushed or broken parts of large or fleshly roots shall be cut off smooth before planting. Evergreen plants shall not be pruned except to remove dead or broken branches. Deciduous plants shall be pruned using proper pruning practices as approved by a certified arborist.

B. Trees and shrubs that have been so badly pruned as to spoil their form and usefulness shall be removed and replaced.

3.5 INSPECTION

A. Scheduling: In addition to the normal progress inspections, schedule and conduct the following formal inspections, giving the Owner’s Representative at least 48 hours prior notice of readiness for inspection.

1. Inspection of plants in containers prior to planting.
2. Inspection of plant locations, to verify compliance with the plans.

3. Substantial completion inspection after completion of planting. Schedule the substantial completion inspection sufficiently in advance, and in cooperation with the Owner's Representative so that final inspection may be conducted within 24 hours after completion of planting.
4. Final inspection at the end of the maintenance period, provided that all previous deficiencies have been corrected.

3.6 MAINTENANCE

A. General: Maintain all planting, starting with the delivery or collection of plant materials and continuing until completion of job. Maintenance shall include all watering, weeding, cultivating, spraying, and pruning necessary to keep the plant materials in a healthy growing condition and to keep the planted areas neat and attractive throughout the maintenance period. Provide all equipment and means for proper application of water. Protect all planted areas against damage, including erosion and trespassing, by providing and maintaining prior safeguards.

B. Settlement: If any tree, shrub, or plant bed settles more than 1 inch (2.54 cm) below the established grade, the plant shall be raised to the proper level and not merely covered with additional mulch.

C. Replacements: At the end of the maintenance period, all plant material shall be in a healthy growing condition. During the maintenance period, should the appearance of any plant indicate weakness and probability of dying, immediately replace the plant with a new and healthy plant of the same type and size without additional cost to the Owner.

D. Extension: Continue the maintenance period at no additional cost to the Owner until all previously noted deficiencies have been corrected at which time the final inspection shall be made. When final inspection is made and deficiencies are noted, the maintenance period will continue until such deficiencies are corrected at no additional cost to the Owner.

3.7 GUARANTEE

A. Time Frame: Guarantee all plant materials to remain healthy and in a vigorous growing condition for a period of 1 year following substantial completion. The final inspection shall be one year from the date of substantial completion.

B. Replacements: All replacements shall be the same species as originally installed.

END OF SECTION 32 93 00

SECTION 32 94 13 - BED EDGING

PART 1- GENERAL

1.1 DESCRIPTION

A. The work of this section consists of providing and installing edging for planting beds.

1.2 RELATED WORK DESCRIBED ELSEWHERE

A. Trees, Shrubs, and Groundcovers -Section 02840.

1.3 QUALITY ASSURANCE

A. For actual installation of edging, use only personnel who are skilled in the work required, familiar with the manufacturer's recommended method of installation, and thoroughly familiar with the requirements of this work.

PART 2 - MATERIALS

2.1 MANUFACTURER

A. All edging shall be 1/8 inch x 4 inches (3.2 mm x 102 mm) aluminum edging, mill finish, as manufactured by Permaloc Corporation, 13505 Barry Street, Holland, MI 49424. Telephone 1-800-356-9660 or 616-399-9600. Fax 616-399-9770 or approved equal.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

1. Prior to all work of this section, carefully inspect installation work of other trades and, verify that all such work is complete to the point that installation of edging may properly commence.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been resolved.

3.2 INSTALLATION

A. Install all edging where indicated on the Plans, anchoring all edging firmly in place and maintaining smooth curves and straight lines in accordance with manufacturer's recommended installation procedures.

B. Place line stakes approximately 3.2 feet o.c. (96 cm o.c.), and plumb. Place splicer stakes in a manner so that smooth lines are maintained at all times. Kinked or waving edging, or edging not uniformly graded, shall be rejected, and replaced at no additional cost to the Owner.

END OF SECTION 32 94 13

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APPENDIX

RIMROCK
ENGINEERING, INC.

GEOTECHNICAL ENGINEERING REPORT

Poly Vista Park
38th Street West
Billings, Montana

March 24, 2021
Project No. G21023

Prepared for:

Land Design, Inc.
1670 S. 48th St. West
Billings, Montana 59106

Prepared by:

Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, Montana 59101

RIMROCK ENGINEERING, INC.

5440 Holiday Avenue · Billings, Montana 59101: · Phone: 406.294.8400 · www.rimrock.biz

March 24, 2021

Mr. Michael Verseman
Land Design, Inc.
1670 S. 48th St. West
Billings, Montana 59106

Re: Geotechnical Engineering Report
Poly Vista Park
38th Street West
Billings, Montana

Dear Mr. Verseman:

Rimrock Engineering, Inc. has completed the geotechnical engineering services for the referenced project. The attached report presents the results of our findings. Our work consisted of subsurface exploration, laboratory testing, engineering analyses, and preparation of this report.

We appreciate this opportunity to be of service to you and are prepared to provide construction materials testing services during the construction phase of the project. If you have any questions regarding this report or need additional information or services, please contact us.

Sincerely,
RIMROCK ENGINEERING, INC.



Matt Geering, P.E.
Principal/Vice President

Wade Reynolds
Principal/President

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APPENDICES

Appendix A Vicinity/Site Map, Logs, USCS Description/Log Key
Appendix B Laboratory Test Results

EXECUTIVE SUMMARY

Rimrock Engineering has completed the geotechnical engineering services for the Poly Vista Park project to be located along 38th Street West in Billings, Montana. Based on the results of our geotechnical investigation, the site can be developed for the proposed project consistent with the recommendations provided in this report. The following geotechnical conditions and considerations were identified:

- The subsurface profile generally consists of sandy silt and silty sand soils which extended to the maximum depths explored of 16 feet. Groundwater was not encountered while drilling or for the short duration the borings were allowed to remain open.

- Sandy silt and/or silty sand soils were encountered at anticipated foundation and floor slab elevations. Based on the geotechnical engineering analyses, subsurface exploration and laboratory test results, the site soils are stiff in consistency and/or loose to medium dense in relative density, moderately compressible, and potentially collapsible with increased moisture.

- In our opinion, structures can be supported using a shallow spread footing foundation system bearing on a zone of geotextile and/or geogrid-reinforced structural fill. Performance of this system is directly related to the proper treatment and re-compaction of the native soils, placement and control of geotextiles and structural fill, and good positive drainage for the life of the structure.

- A higher level of assurance against movement related distress would be supporting the structures using a rammed aggregate piers or helical piers at this site. In our opinion, a deep foundation system provides the highest level of assurance against movement related distress to the completed structures.

- To reduce the potential for movement related distress to concrete slabs, we recommend a minimum of 8 inches of structural fill reinforced with a layer of Mirafi RS380i be used for slab support.

It should be noted that specific project details were not fully developed or included in this section. The information provided in this executive summary should be used in conjunction with the entire report for design purposes.

GEOTECHNICAL ENGINEERING REPORT

Poly Vista Park
38th Street West
Billings, Montana

1.0 INTRODUCTION AND SCOPE

1.1 Project Description

The project consists of improvements to Poly Vista Park located along 38th St. West in Billings, Montana. Improvements are expected to include new structures and paved areas.

Estimated structural loads are expected to be on the order of 2 kips per lineal foot or less for continuous strip footings. We anticipate floor loads will be on the order of 150 pounds per square foot (psf). Please notify us if these assumptions are not valid so that we may re-evaluate and, if necessary, revise our geotechnical recommendations.

1.2 Purpose and Scope of Work

The purpose of this study is to evaluate the feasibility of the proposed development with respect to the observed subsurface conditions and to provide information, opinions, and geotechnical engineering recommendations relative to:

- General soil and groundwater conditions
- Site and subgrade preparation
- Recommended foundation type(s) and design parameters
- Estimated settlement of foundations
- Pavement thickness design
- Corrosivity of site soils
- General earthwork and site drainage

Our scope of services consisted of background review, site reconnaissance, field exploration, laboratory testing, engineering analyses, and preparation of this report.

2.0 INVESTIGATION

2.1 Field Exploration

The subsurface exploration consisted of drilling two (2) borings on March 5, 2021 to approximately 16 feet below existing grades. The borings were drilled using our truck mounted drill rig equipped with solid flight augers. Groundwater levels were measured during drilling operations, if

encountered. Upon completion of drilling and/or groundwater measurements, the borings were backfilled with drill cuttings and compacted with the equipment at hand.

Logs of the borings along with a Vicinity/Site Map are included in Appendix A. The borings were located in the field by Rimrock Engineering based on the site plan provided. Estimated ground surface elevations were set at 100 for purposes of this investigation. The locations and elevations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

Rimrock Engineering personnel logged the soil conditions encountered in the borings. At selected intervals, samples of the subsurface materials were taken by driving split-spoon samplers, pushing Shelby tube samplers, and collecting auger cuttings. Penetration resistance measurements were obtained by driving the samplers into the subsurface materials with a 140-pound automatic hammer falling 30 inches. The penetration resistance value is a useful index in estimating the relative density, or consistency, of the materials encountered. The sample was tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further examination, testing, and classification.

2.2 Laboratory Testing

The purpose of the laboratory testing is to assess the physical and engineering properties of the soil samples collected in the field to be used in our geotechnical evaluations and analyses. Laboratory testing was performed on selected soil samples to assess the following:

- Visual classification (USCS)
- Moisture content
- Sieve analysis
- Atterberg limits
- Consolidation/swell
- Moisture/density relationship
- California Bearing Ratio (CBR)
- Water soluble sulfate, pH & resistivity

The soil descriptions presented on the boring logs are in accordance with the Unified Soil Classification System (USCS). Individual laboratory test results can be found in Appendix B at the end of this report.

3.0 SITE & SUBSURFACE CONDITIONS

3.1 Site Conditions

The project site is located along the west side of 38th Street West at Poly Vista Park in Billings, Montana. The site consists of an existing gravel parking lot and baseball field. The site is relatively flat with slight drainage to the south. The surrounding areas consist mainly of Poly Vista Park and residential developments.

3.2 Subsurface Soil Conditions

Based on the materials encountered in our borings, the subsurface profile generally consists of sandy silt and silty sand soils which extended to the maximum depths explored of 16 feet. The subsurface silt soils had Standard Penetration Test (SPT) N-values in the range of 15 blows per foot which indicates the soils to be stiff in consistency, have moderate compressibility, and relatively low shear strength characteristics. SPT N-values in the sand ranged from 4 to 22 bpf indicating the sand are loose to medium dense in relative density with moderate to high compressibility. For a more detailed description of the subsurface conditions, please refer to the individual boring logs provided in Appendix A.

3.3 Groundwater Conditions

The borings were observed while drilling and after completion for the presence and level of groundwater. Groundwater was not encountered while drilling or for the short duration the borings were allowed to remain open. These observations represent groundwater conditions at the time of the field exploration and may not be indicative of other times, or at other locations. Groundwater can be expected to fluctuate with varying seasonal and weather conditions and other factors not evident at the time of the investigation. Evaluation of the factors that affect groundwater fluctuations is beyond the scope of this report.

3.4 Laboratory Test Results

The site soils were tested for grain size distribution (sieve analysis) and Atterberg Limits. Atterberg limits are a basic measure of the critical water contents of a fine-grained soils. The clayey soils encountered in the borings generally have high plasticity. Results are summarized below:

Location	Depth (ft)	USCS	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	Gravel (%)	Sand (%)	Clay/Silt (%)
B-1	4.5	ML	24	21	3	0.0	49.7	50.3
B-2	9.5	SM	NP	NP	NP	0.0	61.9	38.1

A sample of the silt soils was tested for consolidation/swell potential. The sample was allowed to consolidate under a confining pressure of 1,000 pounds per square foot (psf). Once consolidation under the surcharge load was complete, the sample was inundated with water and allowed to swell/collapse. After movement from the addition of water ceased, incremental loads were then applied to further consolidate the sample.

Consolidation/swell test results indicate that the fine-grained soils exhibit moderate compressibility and slight collapse potential with increased moisture (See Consolidation Tests in Appendix B). Results are summarized below:

Location	Depth (ft)	Material	Dry Unit Weight (pcf)	Strain @ 2,000 psf (%)	Collapse(-)/Swell(+) (%)
B-1	4.5	ML	107	2.2	-0.2

A representative sample of the near surface soils was collected for Moisture-Density Relationship (M/D) and California Bearing Ratio (CBR) testing. The results are summarized in the following table:

Location	Depth, (ft)	Material	Maximum Dry Density (pcf)	Optimum Moisture Content (%)	CBR
B-1/B-2	1-3	ML/SM	108.4	14.6	5.6

4.0 RECOMMENDATIONS

4.1 Geotechnical Concerns/Considerations

Sandy silt and/or silty sand soils were encountered at anticipated foundation and floor slab elevations. Based on the geotechnical engineering analyses, subsurface exploration and laboratory test results, the site soils are stiff in consistency and/or loose to medium dense in relative density, moderately compressible, and potentially collapsible with increased moisture.

In our opinion, structures can be supported using a shallow spread footing foundation system bearing on a zone of geotextile and/or geogrid-reinforced structural fill. Performance of this system is directly related to the proper treatment and re-compaction of the native soils, placement and control of geotextiles and structural fill, and good positive drainage for the life of the structure.

A higher level of assurance against movement related distress would be supporting the structures using a rammed aggregate piers or helical piers at this site. In our opinion, a deep foundation system provides the highest level of assurance against movement related distress to the completed structures.

4.2 Earthwork

The following sections present recommendations for site and subgrade preparation and placement of fill materials on the project. Earthwork on the project should be observed and tested by Rimrock Engineering.

4.2.1 Site and Subgrade Preparation

Vegetation, topsoil, existing structures, existing pavements, existing utilities (if present), and other unsuitable materials (e.g. debris, desiccated soil, frozen soil, etc.) should be removed from the proposed construction area. It is anticipated that general excavations for the proposed construction can be accomplished with conventional earthmoving equipment such as tractor mounted backhoes and tracked excavators.

If the structural fill option is desired, excavations should allow for the placement of at least 1.5 feet of geotextile-reinforced structural fill beneath footings and 8 inches of aggregate base beneath floor slabs. Excavation for structural fill placement should extend laterally beyond all edges of the foundation at least 12 inches per foot of over-excavation depth.

The excavated site soils, cleaned of all organic/deleterious material, construction debris, and rock greater than 3 inches in nominal size (if encountered), may be stockpiled on-site and used as wall/trench backfill, and landscaping materials. The processed clayey soils will provide some advantage as wall/trench backfill to limit potential for surface water infiltration.

Underlying the structural fill, we recommend a separation/stabilization geotextile such as Mirafi RS380i be placed at the interface between the prepared subgrade and the structural fill zone to help stabilize the subgrade as well as keep the subgrade soils from intruding into the structural fill zone.

In order to mitigate construction disturbance and improve uniformity of subgrade support, prior to placement of structural fill and geotextiles, subgrade should be scarified a minimum of 8 inches, moisture conditioned to near optimum, and compacted to 95 percent of the maximum dry density (ASTM D698). Rimrock Engineering should be contacted to observe the subgrade surface to ascertain integrity consistent with the design assumptions.

Within the proposed areas to receive pavement and fill materials, scarification, re-compaction and proof-rolling of the subgrade soils is recommended. Subgrade soils beneath pavement and fill areas should be scarified to a depth of at least 12 inches, moisture conditioned to within 3 percent of optimum and compacted to a minimum of 95 percent of the maximum dry density, as determined by ASTM D698. The moisture content and compaction of subgrade soils should be maintained until pavement construction. The prepared subgrade in areas to receive pavement should be proof-rolled by a tandem axle dump truck loaded to its capacity. The proof-rolling should be observed by Rimrock Engineering to identify areas of soft subgrade. Any areas that become unstable or “pump” under the loaded dump truck should be excavated to a depth to be determined by Rimrock Engineering and replaced with a dense graded gravel/sand mixture to stabilize the subgrade. Once the subgrade has been proof-rolled and approved by the geotechnical engineer, base course may be placed. Additionally, a geogrid or geotextile separation/stabilization fabric may be required to stabilize soft subgrade soils.

4.2.2 Material Requirements

It is anticipated that excavated materials will be used to the extent practical as site, wall, and trench backfill. The material suitability should be evaluated by the geotechnical engineer prior to use. Moisture conditioning and processing of on-site soils will likely be required.

Structural fill should be a crushed aggregate and meet the criteria outlined below:

Gradation	Percent finer by weight (ASTM C136)
3"	100
No. 4 Sieve	30-75
No. 200 Sieve	15 (max)
Liquid Limit	25 (max)
Plasticity Index	6 (max)

4.2.3 Compaction Requirements

Fill materials should be placed and compacted in loose lift thicknesses of 8 inches or less when heavy, self-propelled compaction equipment is used. When hand-guided equipment such as jumping jack or plate compactor is used, loose lift thicknesses should be on the order of 4 to 6 inches.

The following table lists the compaction requirements for the different types of fill recommended in this report.

Item	Description
Compaction Requirement (ASTM D698)	**Scarified Subgrade Soils:** 95% **Structural Fill:** 98% **Aggregate Base (beneath slabs and pavements):** 95% **Wall/Trench Backfill:** 97% beneath pavements, 95% elsewhere
Moisture Content (ASTM D698)	±3 % of optimum

4.2.4 Utility Trench Backfill

All trench excavations should be made with sufficient working space to permit construction including backfill placement and compaction. Utility trenches are a common source of water infiltration and migration. All utility trenches that penetrate beneath the structure should be effectively sealed to restrict water intrusion and flow through the trenches that could migrate beneath the structure. We recommend constructing an effective clay “trench plug” that extends at least 5 feet out from the structure. The plug material should consist of clay compacted at a water content at or above the optimum water content. The clay fill should be placed to completely surround the utility line above the bedding zone and be compacted in accordance with recommendations in this report. Trench plug material should conform to MPW specifications.

4.2.5 Site Drainage

Positive drainage should be provided during construction and maintained throughout the life of the proposed project. Infiltration of water into utility or foundation excavations must be prevented

during construction. All grades must provide effective drainage away from the structure during and after construction. Water permitted to pond next to the structure can result in greater soil movements than those discussed in this report. Estimated movements described in this report are based on effective drainage for the life of the structure and cannot be relied upon if effective drainage is not maintained.

In areas where sidewalks or paving do not immediately adjoin the structure, we recommend that protective slopes be provided with a minimum grade of approximately 10 percent for at least 10 feet from perimeter walls. Backfill against footings, exterior walls, and in utility and sprinkler line trenches should be well compacted and free of all construction debris to reduce the possibility of moisture infiltration.

Downspouts, roof drains or scuppers should be extended and discharged beyond the backfill zone when the ground surface beneath such features is not protected by exterior slabs or paving. Landscaped irrigation adjacent to the foundation system should be minimized, eliminated, or strictly regulated.

4.2.6 Construction Considerations

Although the exposed subgrade is anticipated to be relatively stable upon initial exposure, unstable subgrade conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. The use of light, rubber-tracked construction equipment would aid in reducing subgrade disturbance. Should unstable subgrade conditions develop, our geotechnical engineer should review conditions and provide recommendations for stabilization.

The site should be graded to prevent ponding of surface water on, or direction of runoff toward, the prepared subgrades or excavations. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed.

As a minimum, all temporary excavations should be sloped or braced as required by Occupational Health and Safety Administration (OSHA) regulations to provide stability and safe working conditions. The grading contractor, by his contract, is usually responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations, as required, to maintain stability of both the excavation sides and bottom. All excavations should comply with applicable local, state and federal safety regulations, including the current OSHA Excavation and Trench Safety Standards.

Rimrock Engineering should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during foundation preparation and installation, compaction of backfill, and final preparation for construction of the structure.

4.3 Helical Pier Foundation System

Helical piers offer a deep foundation alternative for supporting the proposed structure. These consist of a steel helix welded to a solid steel shank. They are screwed through the soils using a hydraulic motor, usually attached to a mini excavator or skid-steer loader. Shank extensions are added, as needed, to reach the required bearing depth. Installation torque is monitored and has been shown to be a reliable method for estimating the individual pier capacity. This alternative avoids the potentially compressible/collapsible soil by extending loads to less compressible/collapsible bearing soils. Since helical piers do not require an open hole; no casing, drilling slurry, reinforcing steel or special concrete placement is typically required, nor is there any waste material requiring disposal.

For the conditions at this site, it is advisable to install helical piers to the maximum allowable installation torque to obtain the maximum capacity from each pier. Based on our experience, competent materials are expected at depths ranging from 50 to 70 feet. We recommend design of the piers be performed by a licensed installer. Settlement of a helical pier foundation system should be about ½-inch, when designed in accordance with the recommended allowable capacities. At least one load test should be performed to verify the helical piers develop the design capacity without exceeding ½-inch vertical deflection. Foundation elements such as pier caps or footings should extend at least 3.5 feet below final grade to provide frost protection.

4.4 Rammed Aggregate Piers

In our opinion, rammed aggregate piers may be a viable foundation alterative at the site due to the subgrade conditions. This foundation system has been used on similar soil conditions with success. Structures can be supported by shallow spread footings bearing on rammed aggregate piers constructed on a design spacing determined by a specialty contractor using proprietary drilling/installation methods.

Stone column foundation systems or rammed aggregate piers are accomplished by down-hole vibratory methods. The technique involves the installation of backfill material into the soil so that dense and sometimes deep stone columns are formed that are tightly interlocked with the surrounding overburden soils. This system improves the subgrade below conventional spread footings, grade beams, and floor slabs and reduces the compressibility of the underlying soil.

Stone column soil reinforcement elements are typically constructed at 24 or 30-inch diameters. Shaft lengths typically range from 8 and 20 feet as measured from footing subgrade; however, deeper shafts are achievable. The result of construction is a reinforced zone of soil directly under footings that allows for the construction of shallow spread footings proportioned for a relatively high bearing pressure. It is reasonable to assume that allowable bearing pressures in the range of 3,000 to 4,500 psf can be expected pending analysis with actual construction and structural load information.

Stone column elements are spaced singly or in close groups beneath interior footings to support concentrated column loads. Beneath continuous footings, stone column elements typically are

spaced at 6 to 12 feet on center depending on loads, soil conditions, and other design requirements.

Stone column soil reinforcement should be designed and constructed by a licensed installer. The installer should provide a stone column layout and detailed design calculations sealed by a professional engineer licensed in the State of Montana. The design parameters should be verified by a full-scale modulus test (similar to a pile load test) performed in the field. Rimrock Engineering should be retained to monitor the modulus test and subsequent installation of production stone column elements.

4.5 Shallow Foundation System

If deep foundations are not desired, the proposed structures can be supported by a shallow spread footing foundation system or thickened edge monolithic slab bearing on a minimum of 1.5 feet of geotextile and/or geogrid-reinforced structural fill. The spread footing foundation system constructed on structural fill as described above, may be designed for a maximum allowable bearing pressure of 2,000 pounds per square foot (psf). The design bearing pressure applies to dead load plus design live load conditions. The design bearing pressure may be increased by one-third when considering total loads that include wind or seismic conditions. A coefficient of friction value of 0.45 can be used for footings bearing on structural fill.

It should be noted that because the monolithic slab is not allowed to 'float' independent of the foundation, differential movement and cracking between the slab and the thickened edge foundation may occur. If used, the monolithic slab should be designed by a structural engineer to take this into account as well as the anticipated wall and point loads.

Rigid insulation panels should be placed along the exterior of the thickened edge for frost protection. These panels should extend outward approximately 4 feet and be sloped away from the structure to promote drainage of infiltration away from the structure.

Provided the structure is properly constructed, the total and differential movement resulting from the structural loads is estimated to be on the order of 1 inch and ¾ inch respectively. However, greater movements are possible given the site soil conditions. Foundation movement will depend upon the variation within the subsurface soil profile, structural loading conditions, embedment depth of footings, thickness of compacted fill, and quality of earthwork operations. Additional foundation movements could occur if water from any source infiltrates the foundation soils; therefore, proper drainage is critical and should be provided in the final design, during construction and for the life of the project.

If conventional shallow spread footing and stem walls are used, exterior foundations should be embedded a minimum of 3.5 feet below lowest adjacent exterior finish grade for frost protection and confinement. Interior footings should be bottomed at least 18 inches below lowest adjacent finish grade for confinement. Wall foundation dimensions should satisfy the requirements listed in

the latest edition of the International Building Code. Reinforcing steel requirements for foundations should be provided by the design engineer.

The base of all foundation excavations should be free of water and loose material prior to placing structural fill. Concrete should be placed soon after structural fill placement to reduce the potential for bearing surface disturbance. If the soil bearing levels become excessively dry, disturbed, saturated, or frozen, the affected material should be removed and replaced with suitable material prior to placing concrete. It is recommended that Rimrock Engineering be retained to observe and approve the foundation materials and their preparation for compliance with our recommendations and design assumptions.

4.6 Concrete Slabs

We recommend that a minimum of 8 inches of geotextile-reinforced structural fill be used for interior slab support. A leveling course, typically 4 to 6 inches of sand/gravel, is often provided below the concrete slabs, and can be considered part of the zone of base.

Additional floor slab design and construction recommendations for are as follows:

- Positive separations and/or isolation joints should be provided between slabs and all foundations, columns or utility lines to allow independent movement
- Contraction joints should be provided in slabs to control the location and extent of cracking
- Floor slabs should be structurally independent of any building footings or walls to reduce the possibility of floor slab cracking caused by differential movements between slab and foundation
- The use of a vapor retarder should be considered beneath concrete slabs-on-grade that will be covered with wood, tile, carpet or other moisture sensitive or impervious coverings, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor retarder, the slab designer and slab contractor should refer to ACI 302 for procedures and cautions regarding the use and placement of a vapor retarder
- Floor slabs should not be constructed on frozen subgrade
- Other design and construction considerations, as outlined in Section 302.1R of the ACI Design Manual, are recommended.

Exterior slabs-on-grade founded on the site soils may experience some movement due to the volume change of the near surface materials through moisture variation or freeze-thaw cycles. This movement may lead to loss of positive drainage away from the building and could present a tripping hazard where slab sections move independently. Potential movement could be reduced by:

- Performing regular joint-sealing maintenance
- Minimizing moisture variations in the subgrade
- Minimizing moisture introduction to slab surfaces
- Controlling moisture-density during placement

- Placing effective control joints on relatively close centers
- Using designs which allow vertical movement between the exterior features and adjoining structural elements

4.7 Corrosion Protection

A soil sample was submitted for water soluble sulfate testing. The results are summarized in the following table:

Location	Depth (ft)	Material	Soluble Sulfate Content (%)	Resistivity (ohm-cm)	pH
B-1	2.5	ML	0.01	1,870	7.9

Water soluble sulfate values less than 0.10 are considered to have negligible attack potential on normal strength concrete. As a result, Type I-II Portland cement can be specified for all project concrete. However, if additional protection in this regard is desired, Type V cement should be specified.

Resistivity values between 1,000 and 3,000 are considered to be strongly aggressive with regard to corrosion of buried metals. If corrosion of buried metal is critical, it should be protected using a non-corrosive backfill, wrapping, coating, sacrificial anodes, or a combination of these methods, as designed by a qualified corrosion engineer.

4.8 Pavements

Pavement section alternatives for this project were designed based on the procedures outlined in the 1993 Guideline for Design of Pavement Structures by the American Association of State Highway and Transportation Officials (AASHTO).

For purposes of this design analysis, a terminal serviceability index of 2.0, an inherent reliability of 85 percent, and a subgrade drainage coefficient of 0.9 were used. It is anticipated that pavement subgrade soils will consist of clay soils which are typically considered poor materials for pavement support. A California Bearing Ratio (CBR) value of 5.6 was used in the pavement design analysis. Please note that this CBR value and the pavement section alternatives provided assume that the site soils will be re-compacted and left in-place within the pavement areas. If this is not the case, Rimrock Engineering should be notified to provide additional pavement design recommendations based on the subgrade soils which will be present below the pavement sections.

Specific traffic data was not provided for this project. Therefore, we have assumed an equivalent 18-kip single axle load (ESAL) of 60,000 to represent the design traffic intensity for the proposed parking and access drives over a 20-year design period. Please notify us if any of the parameters used in the pavement design do not adequately define the anticipated conditions. Select from the following pavement alternative, or an approved equivalent.

Traffic Area	Asphalt Concrete	Portland Cement Concrete	Base Course	Total
Parking & Access	3	-	8	11
	-	5	4	9
Dumpster Locations	-	7	4	11

Asphalt concrete should be composed of a mixture of aggregate, filler and additives (if required), and approved bituminous material. The asphalt concrete should conform to approved mix designs which include volumetrics, Marshall properties, optimum asphalt cement content, job mix formula, and recommended mixing and placing temperatures. The asphalt concrete should be consistent with an approved mix design conforming to Montana Public Works (MPW). Mix designs should be submitted prior to construction to verify their adequacy. Aggregate used in the asphalt should meet MPW specifications for quality and gradation.

Asphalt material should be placed in maximum 3-inch lifts (compacted thickness) and should be compacted to the minimum standards outlined in the MPW specifications. Aggregate base course should consist of a blend of sand and gravel which meets MPW specifications for quality and gradation. Aggregate base course should be compacted to a minimum of 95 percent of the maximum dry density, as determined by ASTM D 698.

Where rigid pavements are used, the concrete should be obtained from an approved mix design conforming to the MPW specifications, including the following minimum properties:

- Compressive Strength @ 28 days: 4,000 psi minimum
- Entrained Air Content: 4% to 7%

Each pavement alternative should be evaluated with respect to current material availability and economic conditions. The pavement sections presented herein are based on design parameters selected by Rimrock Engineering based on experience with similar projects and soil conditions. Design parameters may vary with the specific project and material source. Variation of these parameters may change the thickness of the pavement sections presented. Rimrock Engineering is prepared to discuss the details of these parameters and their effects on pavement design and reevaluate pavement design as appropriate.

Pavements should be sloped to provide rapid drainage of surface water. Water allowed to pond on or adjacent to the pavements could saturate the subgrade and contribute to premature pavement deterioration. In addition, the pavement subgrade should be graded to provide positive drainage within the granular base section. If heavy construction traffic is allowed on unfinished pavement sections or sections not designed for such traffic, premature rutting and/or failure may occur.

The pavement sections provided in this report represent minimum recommended thicknesses and, as such, periodic maintenance should be anticipated. Therefore, preventive maintenance

should be planned and provided for through an on-going pavement management program. Preventive maintenance activities are intended to slow the rate of pavement deterioration and to preserve the pavement investment. Preventive maintenance consists of both localized maintenance (e.g. crack and joint sealing and patching) and global maintenance (e.g. surface sealing). Preventive maintenance is usually the first priority when implementing a planned pavement maintenance program and provides the highest return on investment for pavements. Prior to implementing any maintenance program, additional engineering input is recommended to determine the type and extent of preventive maintenance appropriate. Even with periodic maintenance, some movements and related cracking may still occur and repairs may be required.

5.0 ADDITIONAL SERVICES

5.1 Project Bid Documents

It has been our experience during the bidding process, that contractors often contact us to discuss the geotechnical aspects of the project. Informal contacts between Rimrock Engineering and an individual contractor could result in incorrect or incomplete information being provided to the contractor. Therefore, we recommend a pre-bid meeting be held to answer any questions about the report prior to submittal of bids. If this is not possible, questions or clarifications regarding this report should be directed to the project Owner or his designated representative. After consultation with Rimrock Engineering, the project Owner (or his representative) should provide clarifications or additional information to all contractors bidding the job.

5.2 Construction Observation/Testing and Plan Review

The recommendations made in this report are based on the assumption that an adequate program of tests and observations will be made during construction to verify compliance with these recommendations. We recommend that project plans and specifications be reviewed by Rimrock Engineering to verify compatibility with our findings and recommendations. Additional information concerning the scope and cost of these services can be obtained from our office.

The review of plans and specifications and the field observation and testing by Rimrock Engineering are an integral part of the conclusions and recommendations made in this report. If we are not retained for these services, the Client agrees to assume Rimrock Engineering's responsibility for any potential claims that may arise during construction.

6.0 LIMITATIONS

Recommendations contained in this report are based on our field explorations, laboratory tests, and our understanding of the proposed construction. The study was performed using a mutually agreed upon scope of work. It is our opinion that this study was a cost-effective method to evaluate the subject site and evaluate some of the potential geotechnical concerns. More detailed, focused,

and/or thorough investigations can be conducted. Further studies will tend to increase the level of assurance; however, such efforts will result in increased costs. If the Client wishes to reduce the uncertainties beyond the level associated with this study, Rimrock Engineering should be contacted for additional consultation.

The soils data used in the preparation of this report were obtained from borings made for this investigation. It is possible that variations in soils exist between the points explored. The nature and extent of soil variations may not be evident until construction occurs. If any soil conditions are encountered at this site which is different from those described in this report, our firm should be immediately notified so that we may make any necessary revisions to our recommendations. In addition, if the scope of the proposed project changes, our firm should be notified. This report has been prepared for design purposes for specific application to this project in accordance with the generally accepted standards of practice at the time the report was written. No warranty, express or implied, is made.

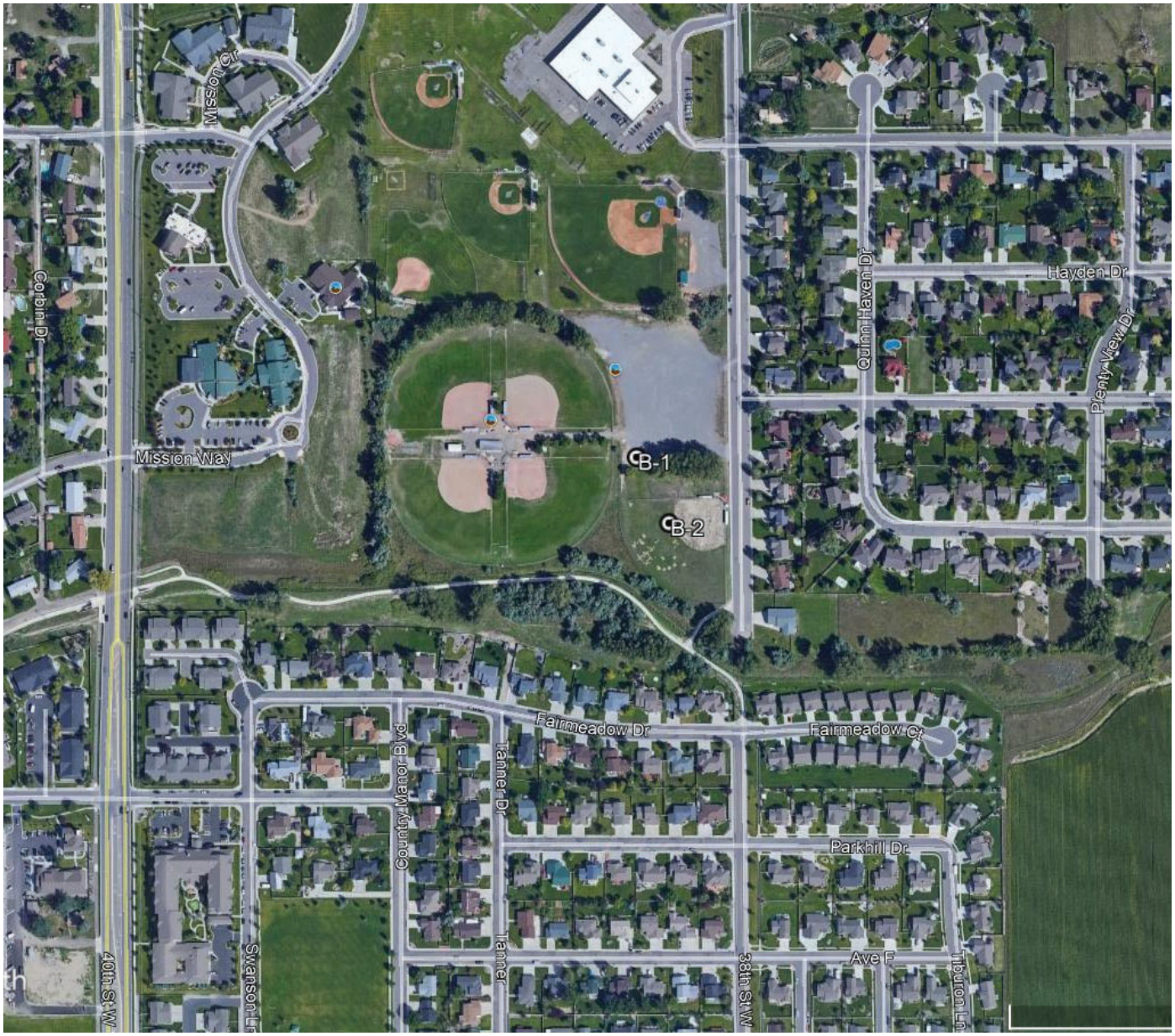
Other standards or documents referenced in any given standard cited in this report, or otherwise relied upon by the authors of this report, are only mentioned in the given standard; they are not incorporated into it or “included by reference,” as that latter term is used relative to contracts or other matters of law.

This report may be used only by the Client and for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both on- and off-site), or other factors including advances in man’s understanding of applied science may change over time and could materially affect our findings. Therefore, this report should not be relied upon after 36 months from its issue. Rimrock Engineering should be notified if the project is delayed by more than 24 months from the date of this report so that a review of site conditions can be made, and recommendations revised if appropriate.

It is the Client’s responsibility to see that all parties to the project including the designer, contractor, subcontractors, etc., are made aware of this report in its entirety. The use of information contained in this report for bidding purposes should be done at the Contractor’s option and risk. Any party other than the Client who wishes to use this report shall notify Rimrock Engineering of such intended use. Based on the intended use of the report, Rimrock Engineering may require that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by the Client or anyone else will release Rimrock Engineering from any liability resulting from the use of this report by any unauthorized party.

APPENDIX A

Field Exploration



Rimrock Engineering, Inc.
5440 Holiday Avenue
Billings, MT 59101 Tel. (406) 294-8400

PROJECT NO. G21029

VICINITY/SITE MAP

POLY VISTA PARK
38th Street West
Billings, Montana

N

BORING NUMBER B-1

Rimrock Engineering, Inc.

CLIENT Land Design
PROJECT NAME Poly Vista Park
PROJECT NUMBER G21029
PROJECT LOCATION Billings, MT
DATE STARTED 3/5/21 **COMPLETED** 3/5/21
GROUND ELEVATION 100 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY B.H. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		GRAVEL SURFACING										
		(ML) SANDY SILT Light brown, stiff, low plasticity, fine sand.	SPT	100	6-7-8 (15)			11				
5			ST	100			107	10	24	21	3	50
		(SM) SILTY SAND Light brown, loose, fine sand.	SPT	100	4-4-5 (9)			6				
10			SPT	100	3-2-2 (4)			9				
15			SPT	100	2-2-3 (5)			6				

Bottom of borehole at 16.0 feet.

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BORING NUMBER B-2

Rimrock Engineering, Inc.

CLIENT Land Design
PROJECT NAME Poly Vista Park
PROJECT NUMBER G21029
PROJECT LOCATION Billings, MT
DATE STARTED 3/5/21 **COMPLETED** 3/5/21
GROUND ELEVATION 100 ft **HOLE SIZE** 5 inches
DRILLING CONTRACTOR Rimrock Engineering, Inc.
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING ---
LOGGED BY B.H. **CHECKED BY** M.G.
AT END OF DRILLING ---
NOTES
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0		TOPSOIL										
		(SM) SILTY SAND Light brown, medium dense, fine sand, sandy silt layers/lenses.										
			SPT	100	5-6-7 (13)			4				
5			SPT	100	10-11-11 (22)			6				
10			SPT	100	4-5-7 (12)			12	NP	NP	NP	38
15			SPT	100	3-6-4 (10)			6				

Bottom of borehole at 16.0 feet.

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KEY TO SYMBOLS

Rimrock Engineering, Inc.

CLIENT Land Design **PROJECT NAME** Poly Vista Park

PROJECT NUMBER G21029 **PROJECT LOCATION** Billings, MT

LITHOLOGIC SYMBOLS
(Unified Soil Classification System)

GW: USCS Well-graded Gravel

ML: USCS Silt

SM: USCS Silty Sand

TOPSOIL: Topsoil

SAMPLER SYMBOLS

Standard Penetration Test

Shelby Tube

WELL CONSTRUCTION SYMBOLS

ABBREVIATIONS

LL - LIQUID LIMIT (%)
PI - PLASTIC INDEX (%)
W - MOISTURE CONTENT (%)
DD - DRY DENSITY (PCF)
NP - NON PLASTIC
-200 - PERCENT PASSING NO. 200 SIEVE
PP - POCKET PENETROMETER (TSF)
TV - TORVANE
PID - PHOTOIONIZATION DETECTOR
UC - UNCONFINED COMPRESSION
ppm - PARTS PER MILLION

Water Level at Time Drilling, or as Shown

Water Level at End of Drilling, or as Shown

Water Level After 24 Hours, or as Shown

KEY TO SYMBOLS - GINT STD US LAB.GDT - 3/23/21 13:19 - G:\PROJECTS\2021\G21029.GPJ

APPENDIX B

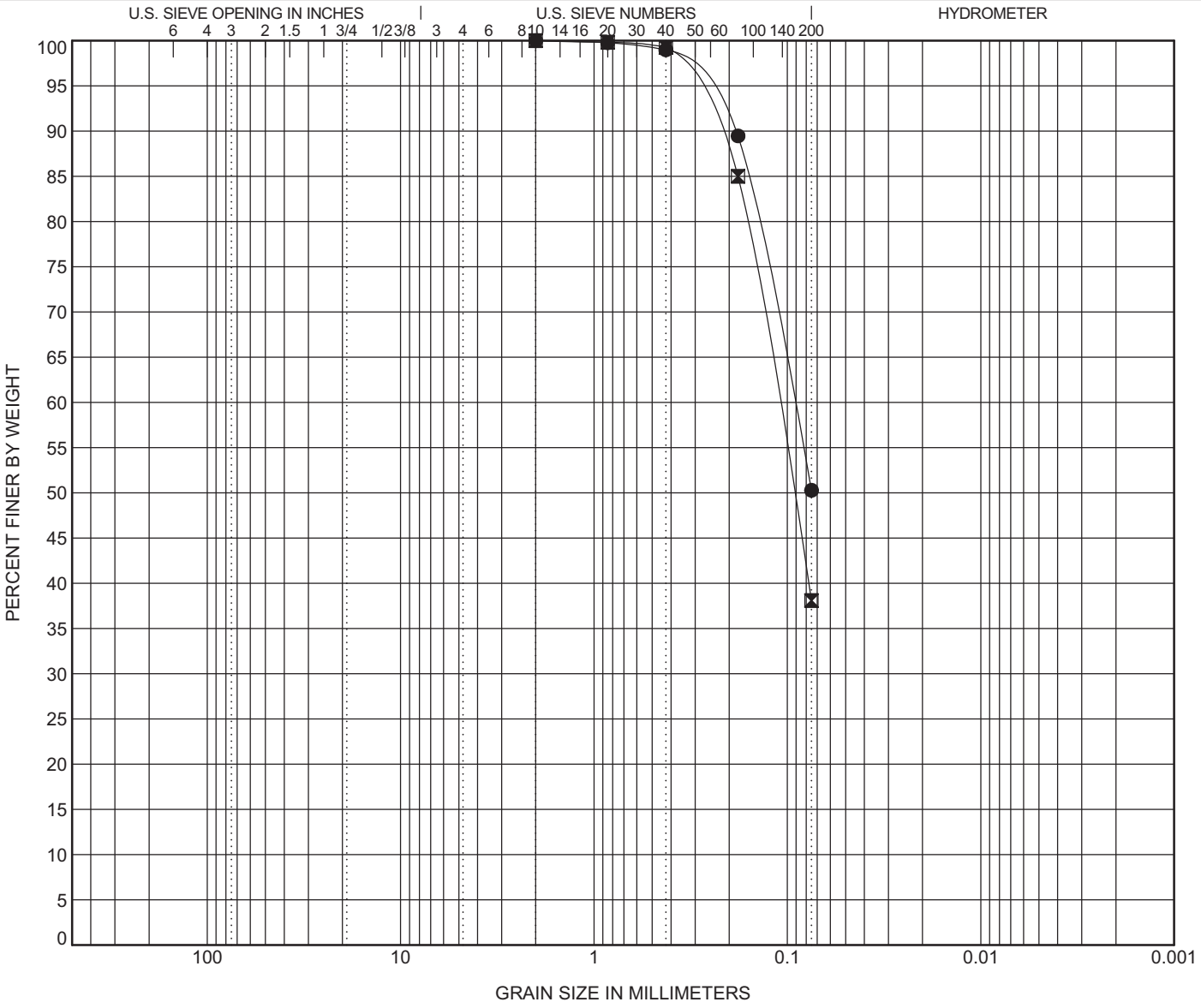
Laboratory Test Results

GRAIN SIZE DISTRIBUTION

Rimrock Engineering, Inc.

CLIENT Land Design **PROJECT NAME** Poly Vista Park

PROJECT NUMBER G21029 **PROJECT LOCATION** Billings, MT



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	BOREHOLE	DEPTH	Classification	LL	PL	PI	Cc	Cu
●	**B-1**	**4.5**	**SANDY SILT(ML)**	**24**	**21**	**3**		
⊠	**B-2**	**9.5**	**SILTY SAND(SM)**	**NP**	**NP**	**NP**		

	BOREHOLE	DEPTH	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	**B-1**	**4.5**	**2**	**0.093**			**0.0**	**49.7**	**50.3**	
⊠	**B-2**	**9.5**	**2**	**0.113**			**0.0**	**61.9**	**38.1**	

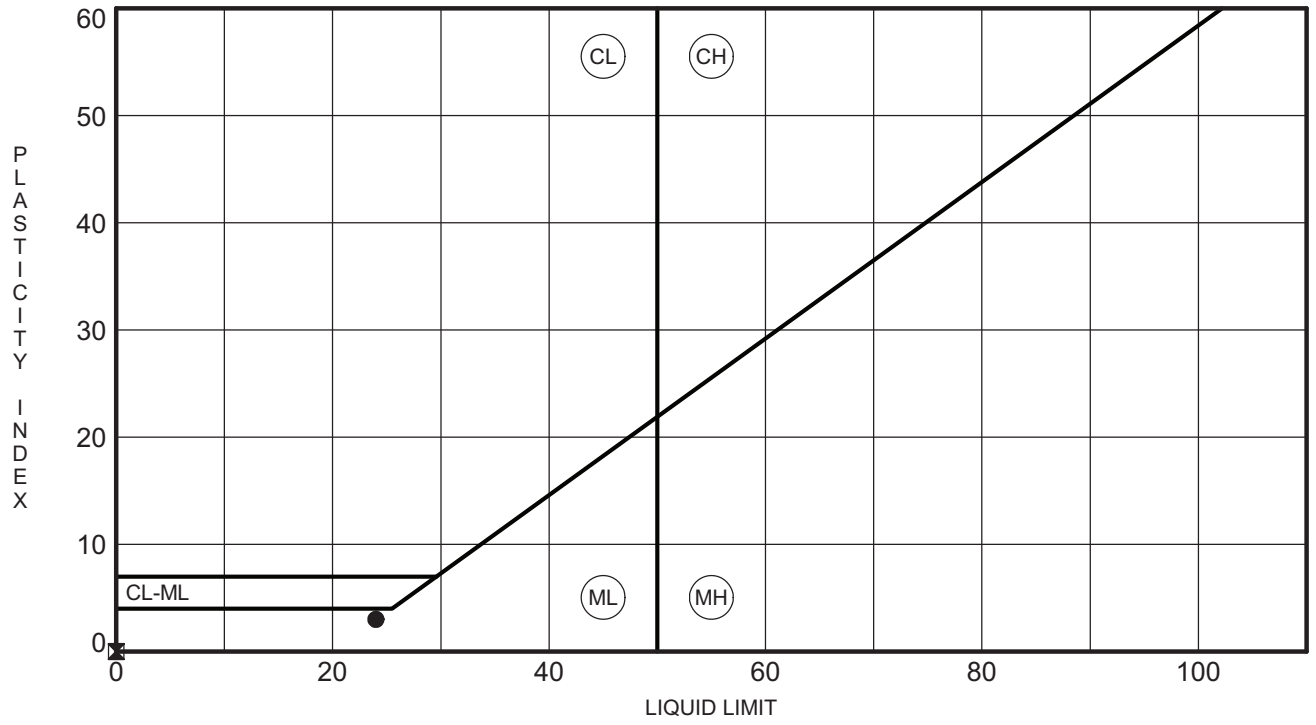
GRAIN SIZE - GINT STD US LAB.GDT - 3/23/21 12:40 - G:\PROJECTS\2021\G21029.GPJ

ATTERBERG LIMITS' RESULTS

Rimrock Engineering, Inc.

CLIENT Land Design **PROJECT NAME** Poly Vista Park

PROJECT NUMBER G21029 **PROJECT LOCATION** Billings, MT



	BOREHOLE	DEPTH	LL	PL	PI	Fines	Classification
●	**B-1**	**4.5**	**24**	**21**	**3**	**50**	**SANDY SILT(ML)**
⊠	**B-2**	**9.5**	**NP**	**NP**	**NP**	**38**	**SILTY SAND(SM)**

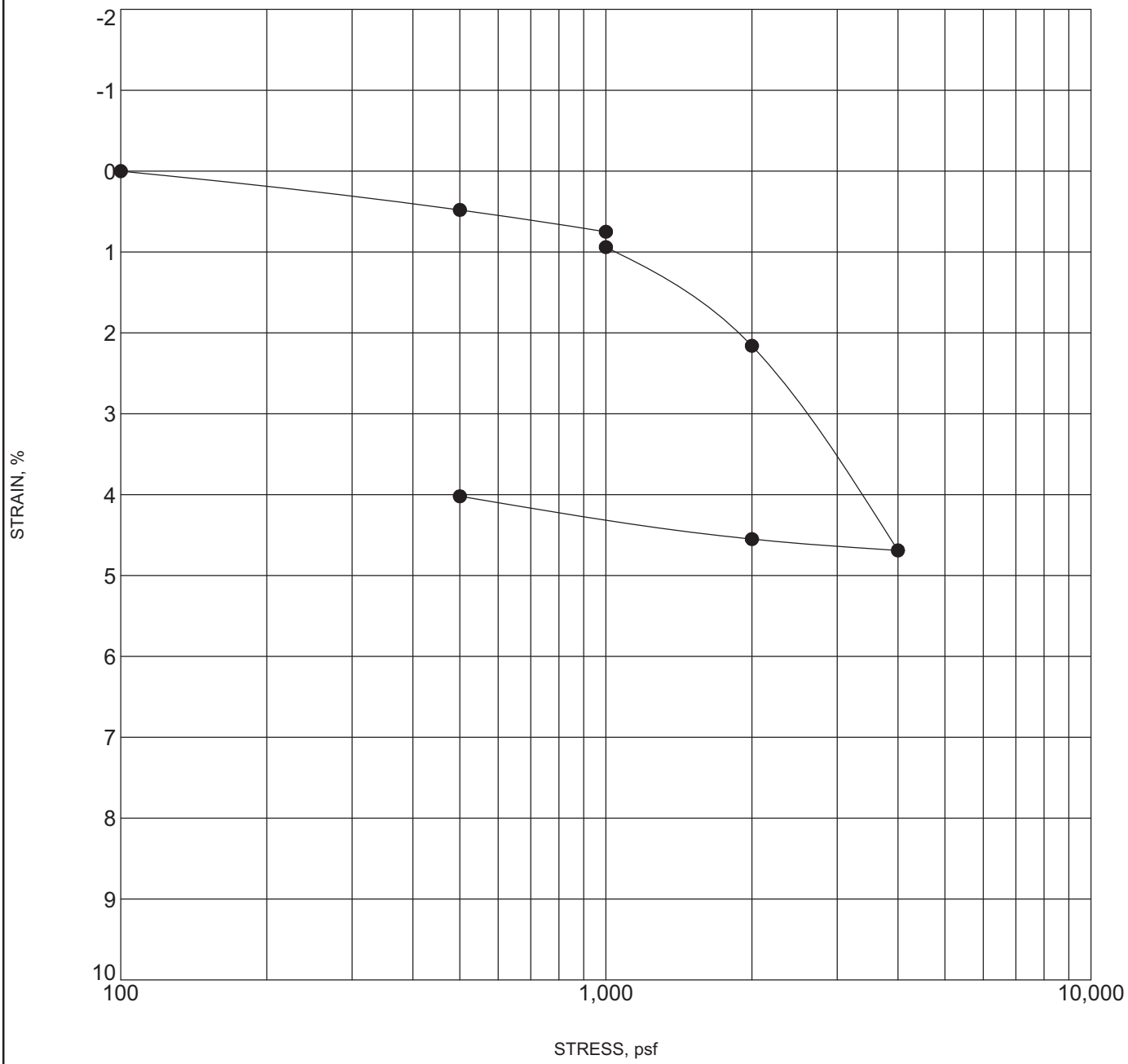
ATTERBERG LIMITS - GINT STD US LAB.GDT - 3/23/21 12:40 - G:\PROJECTS\2021\G21029.GPJ

CONSOLIDATION TEST

Rimrock Engineering, Inc.

CLIENT Land Design **PROJECT NAME** Poly Vista Park

PROJECT NUMBER G21029 **PROJECT LOCATION** Billings, MT



BOREHOLE	DEPTH	Classification	γ_d	MC%
● **B-1**	**4.5**	**SANDY SILT(ML)**	**107**	**10**

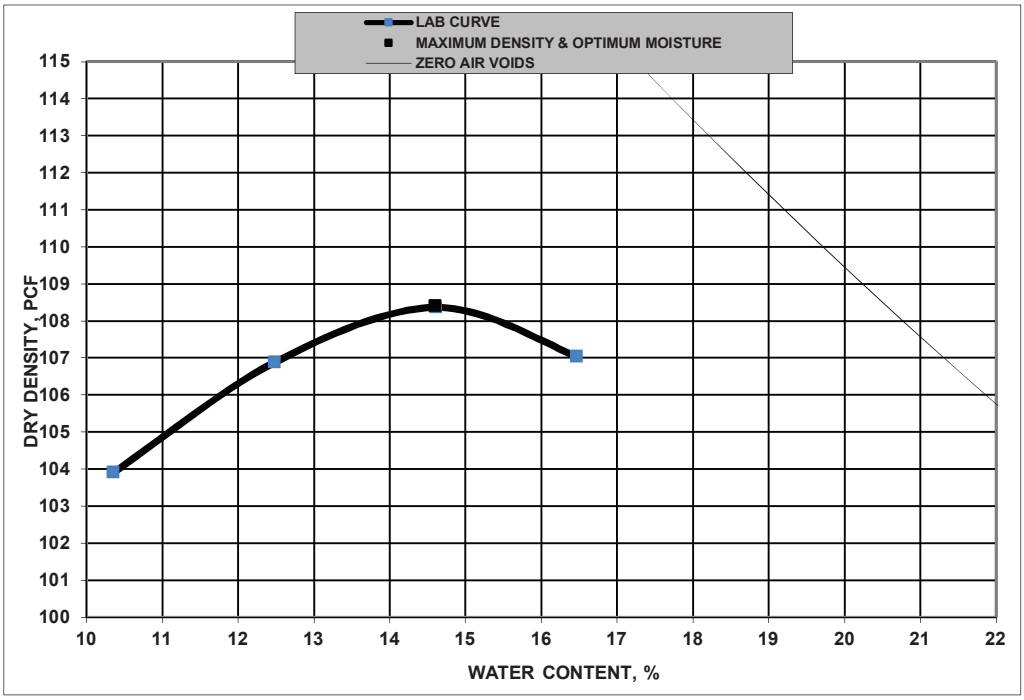
CONSOL STRAIN - GINT STD US LAB.GDT - 3/23/21 12:41 - G:\PROJECTS\2021\G21029.GPJ

RIMROCK ENGINEERING, INC.

PHYSICAL PROPERTIES OF SOIL/AGGREGATE

Client Name:	Land Design	**Project No:**	G21029
		Date of Report:	3/23/2021
Project Name:	Poly Vista Park	**Sample Location:**	B-1/B-2
Project Location:	Billings, Montana	**Sample Depth:**	1'-3'
Sampled By:	Rimrock Engineering, Inc.	**Classification:**	Sandy Silt(ML)/Silty Sand(SM)
Submitted By:	Rimrock Engineering, Inc.	**Date Sampled:**	3/5/2021

MOISTURE-DENSITY RELATIONSHIP



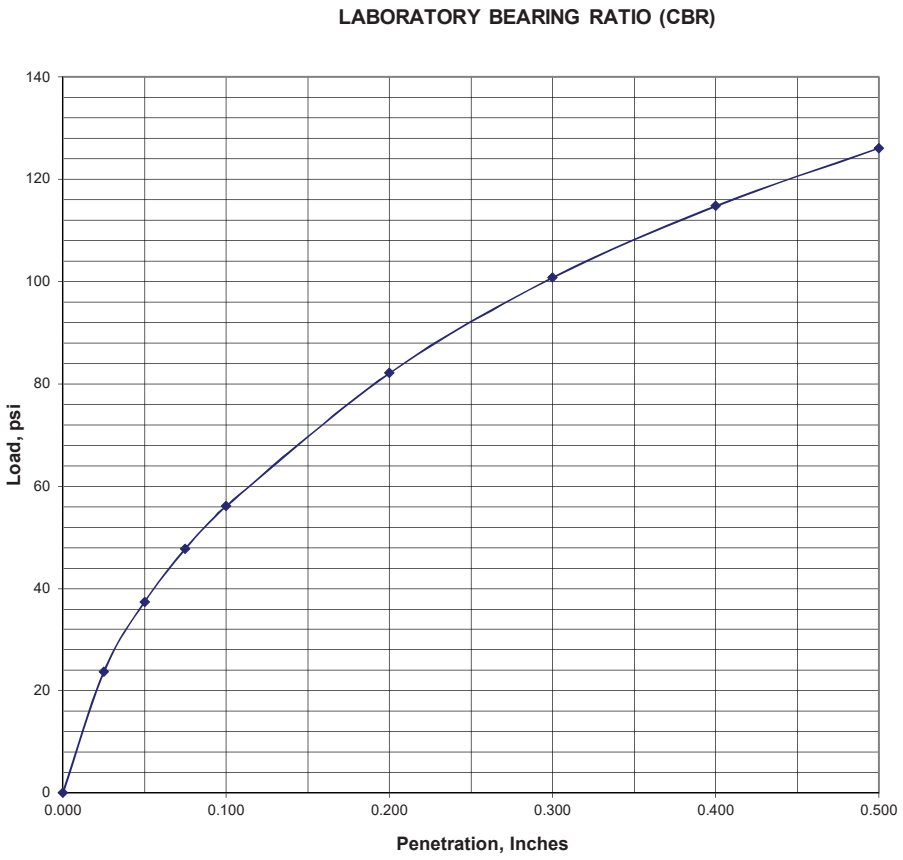
Maximum Density, PCF:	108.4
Optimum Moisture, %:	14.6
Test Method:	ASTM D698
Visual Classification:	Sandy Silt(ML)/Silty Sand(SM)

RIMROCK ENGINEERING, INC.

PHYSICAL PROPERTIES OF SOIL/AGGREGATE

Client Name:	Land Design	**Project No:**	G21029
		Date of Report:	3/23/2021
Project Name:	Poly Vista Park	**Sample Location:**	B-1/B-2
Project Location:	Billings, Montana	**Sample Depth:**	1'-3'
Sampled By:	Rimrock Engineering, Inc.	**Classification:**	Sandy Silt(ML)/Silty Sand(SM)
Submitted By:	Rimrock Engineering, Inc.	**Date Sampled:**	3/5/2021

CALIFORNIA BEARING RATIO



% CBR @ 0.1" **5.6**

LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK

PREPARED FOR:

LANDON'S LEGACY EST. 2013

Billings PARKS AND RECREATION

SCOPE SUMMARY

THE POLY VISTA PARK IMPROVEMENTS PROJECT IS BROKEN INTO 2 SEPARATE CONTRACTS, ONE PUBLIC, AND ONE PRIVATE. THE PUBLIC PORTION OF WORK IS OPEN TO COMPETITIVE BIDDING AS A PART OF THESE DOCUMENTS AND IS DESIGNATED AS BILLINGS PARKS AND RECREATION OR "BPR SCOPE". THE PRIVATE CONTRACT HAS BEEN NEGOTIATED IN ADVANCE AND IS DESIGNATED AS LANDON'S LEGACY FOUNDATION OR "LLF SCOPE". INFORMATION RELATED TO THE PRIVATE CONTRACT IS PROVIDED FOR INFORMATIONAL & COORDINATION PURPOSES. SEE SPECIAL PROVISIONS OF SPECIFICATION BOOKLET FOR MORE DETAILED DESCRIPTION.

BILLINGS PARKS AND RECREATION
- DEMO AND MASS GRADING
- SITE UTILITIES
- PARKING LOT
- SIDEWALKS
- AUTOMATIC IRRIGATION
- PLANTING AND SEEDING

LANDON'S LEGACY FOUNDATION
- PLAYGROUND EQUIPMENT
- PLAYGROUND SURFACING
- SITE FURNISHINGS & ASSOCIATED PAVING

SUMMARY OF ALTERNATES - BILLINGS PARKS AND RECREATION SCOPE

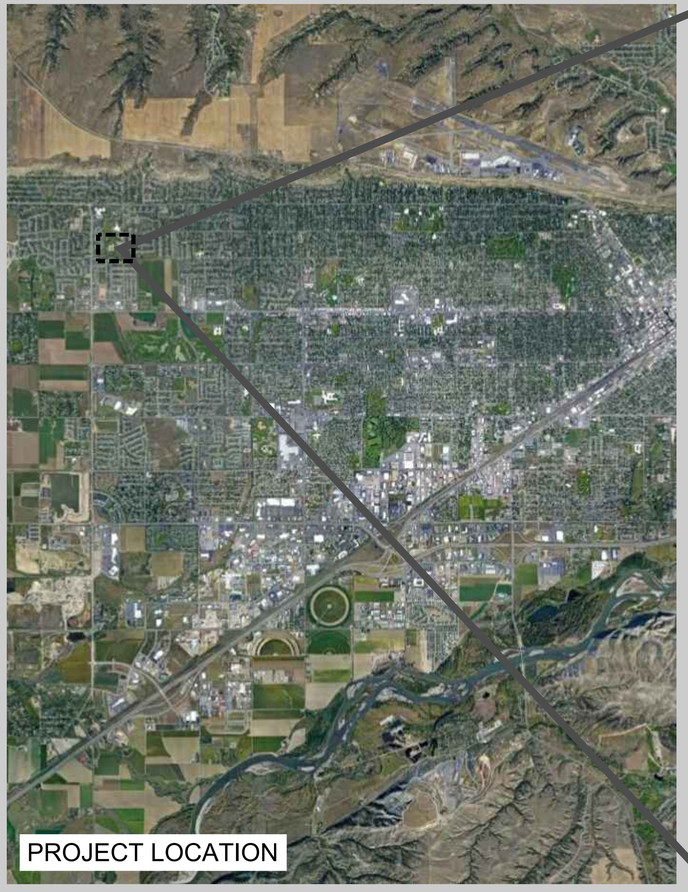
ADD ALTERNATE 1:
PARKING LOT PLANTING - TREES, SHRUBS, PERENNIALS AND ASSOCIATED IRRIGATION.



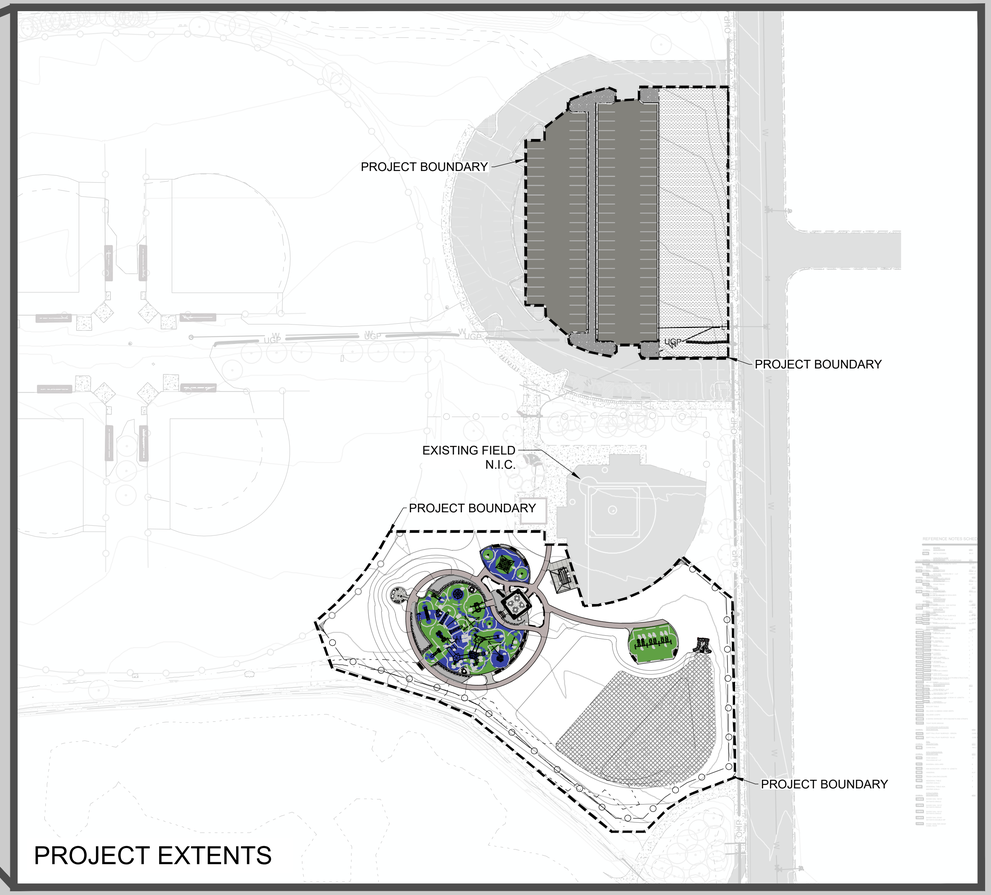
PLAYGROUND OVERVIEW



PICNIC SHELTER



PROJECT LOCATION



PROJECT EXTENTS

Landscape Architect:

LAND DESIGN

1670 S 48th Street West
Billings, MT 59106
(406) 655-3550

Civil/Survey:

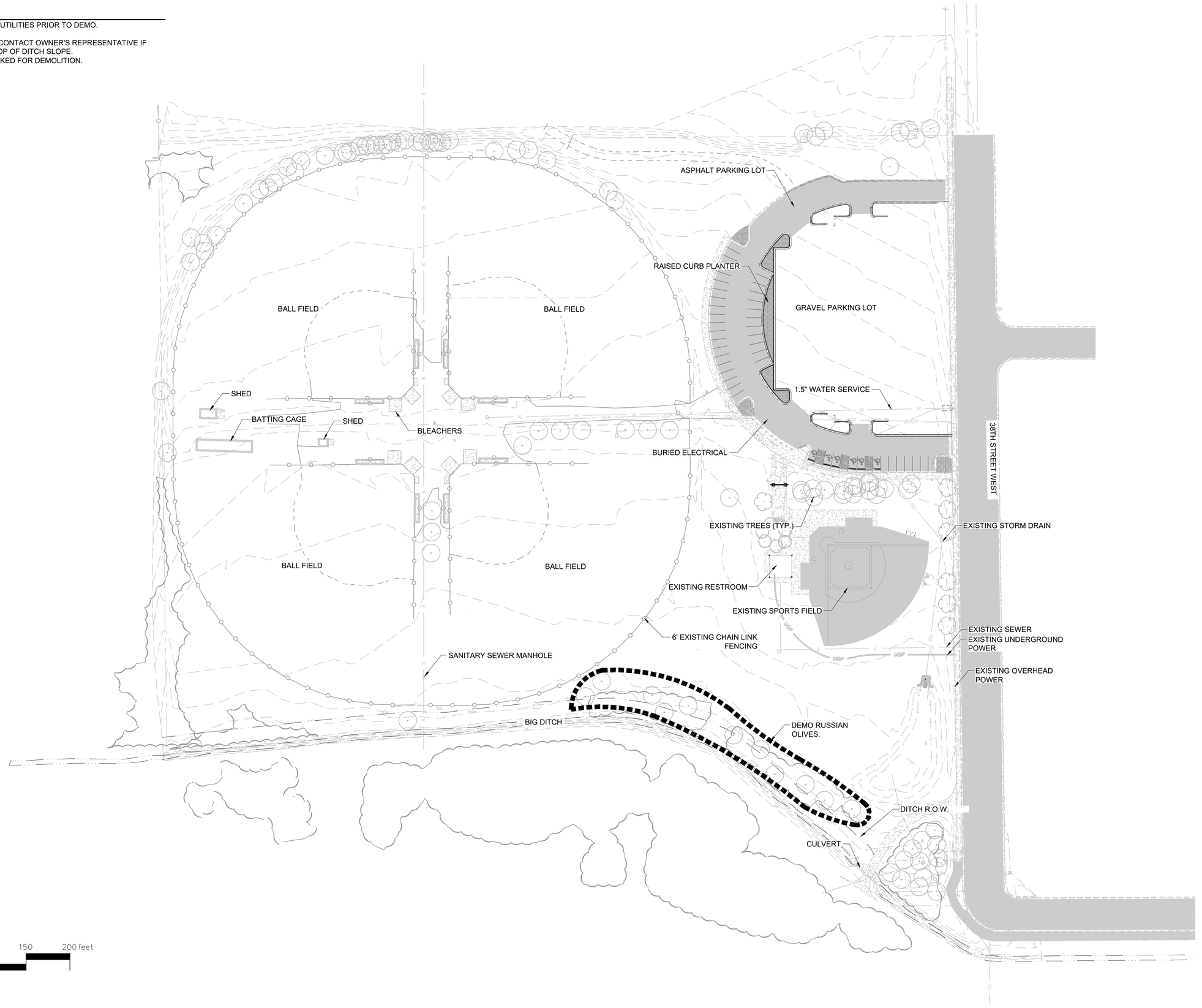
GreatWest ENGINEERING

6780 Trade Center Avenue
Billings, MT 59101
(406) 652-5000

Sheet List Table	
Sheet Number	Sheet Title
--	COVER PAGE
L0.0	EXISTING CONDITIONS & LANDSCAPE DEMO
C1.0	GENERAL NOTES, SYMBOLS, AND ABBRV.
C2.0	OVERALL SITE PLAN-LLF
C3.0	PLAYGROUND DRAIN DETAILS-LLF
C4.0	OVERALL SITE PLAN-BPR
C5.0	PARKING LOT DETAILED SITE PLAN-BPR
C6.0	PARKING LOT STRIPING PLAN-BPR
C7.0	DETAILED SITE PLAN-BPR
C8.0	SEWER SERVICE P&P-BPR
L1.0	HARDSCAPE OVERALL
L1.1	HARDSCAPE PLAN BPR
L1.2	HARDSCAPE PLAN LLF
L1.3	HARDSCAPE PLAN BPR
L1.4	PLAYGROUND EQUIPMENT PLAN LLF
L1.5	PLAYGROUND LAYOUT PLAN LLF
L2.0	LANDSCAPE OVERALL
L2.1	PLANTING PLAN PLAYGROUND-LLF
L2.2	DETAIL PLANTING PLAN PLAYGROUND-LLF
L2.3	PLANTING PLAN PARKING LOT- BPR
L2.4	ADD ALTERNATE 1- BPR
L3.0	IRRIGATION NOTES-BPR
L3.1	IRRIGATION PLAN-BPR
L3.2	PARKING LOT IRRIGATION PLAN - BPR
L3.3	IRRIGATION ADD ALTERNATE 1 - BPR
L4.1	DETAILS-BPR
L4.2	DETAILS-BPR
L4.3	DETAILS-LLF
L4.4	DETAILS-LLF
L4.5	DETAILS-LLF
L4.6	DETAILS-LLF

DEMO NOTES

1. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO DEMO.
2. REMOVE RUSSIAN OLIVES & STUMPS PER PLAN.
3. CONTRACTOR SHALL PRESERVE DITCH EDGE. CONTACT OWNER'S REPRESENTATIVE IF WOODY VEGETATION REMOVAL WILL IMPACT TOP OF DITCH SLOPE.
4. PRESERVE ALL VEGETATION & GRASS NOT MARKED FOR DEMOLITION.



N

0 50 100 150 200 feet

1" = 50'

MONTANA
Registered
LANDSCAPE ARCHITECT

EXISTING CONDITIONS & LANDSCAPE DEMO

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

Revision	Date
-	-
-	-
-	-
-	-
-	-

Drawn By: MV
Checked By: SR
Job Code: 2223

LAND DESIGN
landscape architecture • land planning
www.landdesigninc.net • 406.655.3550
1670 S 48th St. West Billings, MT 59106

L0.0

EXISTING CONDITIONS PLAN

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ABBREVIATIONS

@	AT
Δ	ANGLE OF DEFLECTION, DELTA ANGLE
<PT	ANGLE POINT
AB	ANCHOR BOLT
ABDN	ABANDON
AC	ASBESTOS CONCRETE
ADDN	ADDITIONAL
ADJ	ADJACENT
AFF	ABOVE FINISHED FLOOR
ALT	ALTERNATE
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
APPROX	APPROXIMATE
APVD	APPROVED
ARCH	ARCHITECTURE, ARCHITECTURAL
ASPH	ASPHALT
AVE	AVENUE
AVG	AVERAGE
BFV	BUTTERFLY VALVE
BLDG	BUILDING
BLK	BLOCK
BLVD	BOULEVARD
BM	BEAM, BENCHMARK
BOT	BOTTOM
BRG	BEARING
BRKT	BRACKET
BVC	BEGIN VERTICAL CURVE
C–C	CENTER TO CENTER
CHAN	CHANNEL
CHK	CHECK
CI	CAST IRON
CIPC	CAST–IN–PLACE CONCRETE
CIRC	CIRCULAR
CJ	CONSTRUCTION JOINT, CONTROL JOINT
℄	CENTER LINE
CLR	CLEAR, CLEARANCE
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNITS
CO	CLEANOUT
COL	COLUMN
CONC	CONCRETE
CONSTR	CONSTRUCTION
CONT	CONTINUE, CONTINUED, CONTINUOUS
CONTR	CONTRACTOR
COORD	COORDINATE
CP	CONTROL PANEL, CONTROL POINT
CPLG	COUPLING
CTR	CENTER
CTV	CABLE TELEVISION
CU	CUBIC, COPPER
CF	CUBIC FEET
CULV	CULVERT
CY	CUBIC YARD
DET	DETAIL
DI	DUCTILE IRON, DRAIN INLET
DIA, ⌀	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DR	DRIVE
DWG	DRAWING
E	EAST
EA	EACH
EL, ELEV	ELEVATION
ELB	ELBOW
ELEC	ELECTRIC, ELECTRICAL
ENCL	ENCLOSE
ENGR	ENGINEER
EOP	EDGE OF PAVEMENT
EQ	EQUAL, EQUALLY
EQ SP	EQUALLY SPACED
EQUIP	EQUIPMENT
EQUIV	EQUIVALENT
EVC	END VERTICAL CURVE
EW	EACH WAY
EXC	EXCAVATE
EXP	EXPANSION
EXP JT	EXPANSION JOINT
EXST	EXISTING
FCV	FLOW CONTROL VALVE
FD	FLOOR DRAIN
FDN	FOUNDATION
FES	FLARED END SECTION
FET	FLARED END TERMINAL
FF	FINISHED FLOOR
FG	FINISH GRADE
FHYD	FIRE HYDRANT
FJ	FLANGE JOINT
FL	FLOW LINE
FLEX	FLEXIBLE
FM	FORCEMAIN
FT	FOOT, FEET
FO	FIBER OPTIC
FTG	FOOTING, FITTING
G	NATURAL GAS
GA	GAGE, GAUGE
GAL	GALLON
GALV	GALVANIZED
GND	GROUND
GVL	GRAVEL
HB	HOSE BIB
HDPE	HIGH DENSITY POLYETHYLENE
HOR, HORIZ	HORIZONTAL
HWY	HIGHWAY
HYD	HYDRANT
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IN	INCH
INV	INVERT
JB	JUNCTION BOX
JT	JOINT
K	RATE OF VERTICAL CURVATURE
LBS	POUNDS
LF	LINEAR FEET
LN	LANE
LPG	LIQUID PROPANE GAS
LT	LEFT
MAX	MAXIMUM
MD	MEASURE DOWN
MFD	MANUFACTURED
MFR	MANUFACTURE, MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MOV	MOTOR OPERATED VALVE
MPWSS	MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS
N	NORTH
NE	NORTHEAST
NG	NATURAL GAS
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
NW	NORTHWEST
OC	ON CENTER
OD	OUTSIDE DIAMETER
OF	OVERFLOW
OH	OVERHEAD
OHP	OVERHEAD POWER
OHT	OVERHEAD TELEPHONE
OPNG	OPENING
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PE	PLAIN END, POLYETHYLENE
PERP	PERPENDICULAR
PI	POINT OF INTERSECTION
P℄	PROPERTY LINE
PNL	PANEL
PRC	POINT OF REVERSE CURVATURE
PREFAB	PREFABRICATED
PRELIM	PRELIMINARY
PREP	PREPARE, PREPARATION
PROP	PROPERTY
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	POINT, POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
R, RAD	RADIUS
RC	REINFORCED CONCRETE
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
RDCR	REDUCER
REBAR	REINFORCEMENT BAR
REF	REFERENCE
REINF	REINFORCE
REQD	REQUIRED
RR	RAILROAD
RST	REINFORCING STEEL
RT	RIGHT
R/W	RIGHT–OF–WAY
S	SOUTH, SANITARY SEWER
SAN	SANITARY
SCH	SCHEDULE
SD	STORM DRAIN
SDWK	SIDEWALK
SE	SOUTHEAST
SECT	SECTION
SF	SQUARE FOOT
SHT	SHEET
SIM	SIMILAR
SLP	SLOPE
SPEC	SPECIFICATION
SQ	SQUARE
SSTL	STAINLESS STEEL
STA	STATION
SS	SANITARY SEWER SERVICE
STD	STANDARD
ST	STREET
STL	STEEL
STRUCT	STRUCTURE
SW	SOUTHWEST
SYM	SYMMETRICAL
TB	THRUST BLOCK
TBC	TOP BACK OF CURB
TBM	TEMPORARY BENCH MARK
TEL	TELEPHONE
TEMP	TEMPORARY
THRU	THROUGH
TYP	TYPICAL
UG	UNDERGROUND
UGP	UNDERGROUND POWER
UGT	UNDERGROUND TELEPHONE
UTIL	UTILITY
V	VALVE, VOLT
VB	VALVE BOX
VERT	VERTICAL
VOL	VOLUME
W	WEST, WATER
WTR	WATER
WD	WOOD
W/	WITH
W/O	WITHOUT
WL	WETLAND
WM	WIRE MESH, WATER METER
WS	WATERSTOP, WATER SURFACE, WATER SERVICE
WT	WEIGHT
WV	WATER VALVE
WWF	WELDED WIRE FABRIC
WWM	WELDED WIRE MESH
XFMR	TRANSFORMER
X–ING	CROSSING
XS	CROSS SECTION
YD	YARD

LEGEND

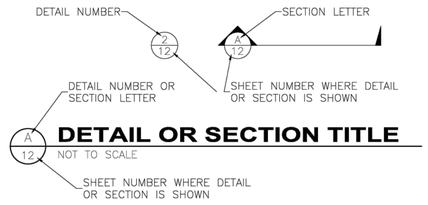
EXISTING	PROPOSED	DESCRIPTION
		MAJOR CONTOUR
		MINOR CONTOUR
OHT	OHT	OVERHEAD TELEPHONE
UGT	UGT	UNDERGROUND TELEPHONE
CTV	CTV	CABLE TELEVISION
FO	FO	FIBER OPTIC
G	G	NATURAL GAS
OHP	OHP	OVERHEAD POWER
UGP	UGP	UNDERGROUND POWER
S	S	SANITARY SEWER
SS	SS	SANITARY SEWER SERVICE
FM	FM	SANITARY SEWER FORCEMAIN
SD	SD	STORM DRAIN
		STORM CULVERT
W	W	WATER
WS	WS	WATER SERVICE
		CHAINLINK FENCE
		BARBED WIRE FENCE
		WOOD FENCE
		PAVED ROAD
		GRAVEL ROAD
		PROPERTY/LOT LINE
		PROPERTY EASEMENT
		PROPERTY SETBACK
		RIGHT–OF–WAY
		CITY LIMIT/DISTRICT BOUNDARY
		RAILROAD
		DITCH
		WATER EDGE
WL	WL	WETLAND
		BUILDING
		BENCHMARK
		CONTROL POINT
		PROPERTY PIN
		BORING
		MONITORING WELL
		TEST PIT
		BOLLARD
		MAIL BOX
		SIGN

EXISTING	PROPOSED	DESCRIPTION
		STUMP
		SHRUB/BUSH
		TREE–CONIFER
		TREE–DECIDUOUS
		TREE LINE
Ⓒ	Ⓒ	COMMUNICATION MANHOLE
C	C	COMMUNICATION VAULT
T	T	TELEPHONE RISER
TV	TV	CABLE TV RISER
		NATURAL GAS METER
G	G	NATURAL GAS RISER
		NATURAL GAS VALVE
		LIGHT POLE
		STREET LIGHT POLE
P	P	POWER RISER
		PAD MOUNTED TRANSFORMER
P	P	POWER VAULT
		UTILITY POLE
		GUY WIRE
Ⓢ	Ⓢ	SANITARY MANHOLE
CO	CO	SANITARY CLEANOUT
		SANITARY LAMPHOLE
ST	ST	STORM MANHOLE
		STORM ROUND INLET
		STORM SQUARE INLET
		STORM CATCH BASIN
		11.25° ELBOW
		22.50° ELBOW
		45° ELBOW
		90° ELBOW
		TEE
		CROSS
		CAP
		FIRE HYDRANT
		GATE VALVE
		REDUCER
		WATER METER
W	W	WELL
		CURB STOP
		FROST FREE HYDRANT

GENERAL NOTES:

1. THIS IS A STANDARD LEGEND AND ABBREVIATION LIST. THEREFORE, NOT ALL SYMBOLS AND ABBREVIATIONS MAY BE USED ON THIS PROJECT.
2. UNLESS MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK WILL CONFORM TO THE CITY OF BILLINGS STANDARD MODIFICATIONS TO MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS, SEVENTH EDITION, APRIL 2021 (REFERRED TO COLLECTIVELY AS MPWSS).
3. EXISTING UNDERGROUND UTILITIES SHOWN ARE FROM THE BEST INFORMATION AVAILABLE. THIS INFORMATION IS APPROXIMATE AND MAY BE INCOMPLETE. FOR ACCURATE LOCATION, THE CONTRACTOR SHALL CONTACT, PRIOR TO EXCAVATION, THE UTILITIES UNDERGROUND LOCATION CENTER AT: 1–800–424–5555.

GENERAL DESIGN DESIGNATIONS:



SHEET INDEX:

C1.0 – GENERAL NOTES, SYMBOLS AND ABBREVIATIONS

LANDON'S LEGACY FOUNDATION
C2.0 – OVERALL SITE PLAN – LLF
C3.0 – PLAYGROUND DRAIN DETAILS – LLF

BILLINGS PARKS AND RECREATION
C4.0 – OVERALL SITE PLAN – BPR
C5.0 – PARKING LOT DETAILED SITE PLAN – BPR
C6.0 – PARKING LOT STRIPING PLAN – BPR
C7.0 – DETAILED SITE PLAN – BPR
C8.0 – SEWER SERVICE P&P – BPR

MONTANA
BRANDON W. BUTLER
No. 32830PE
REGISTERED PROFESSIONAL ENGINEER

GENERAL NOTES, SYMBOLS AND ABBREVIATIONS

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

Revision	Date

Drawn By: BCL
Checked By: BWD
Job Code: 2-22129

GreatWest ENGINEERING
6780 TRADE CENTER AVENUE
BILLINGS, MT 59101
(406)652-5000

C1.0

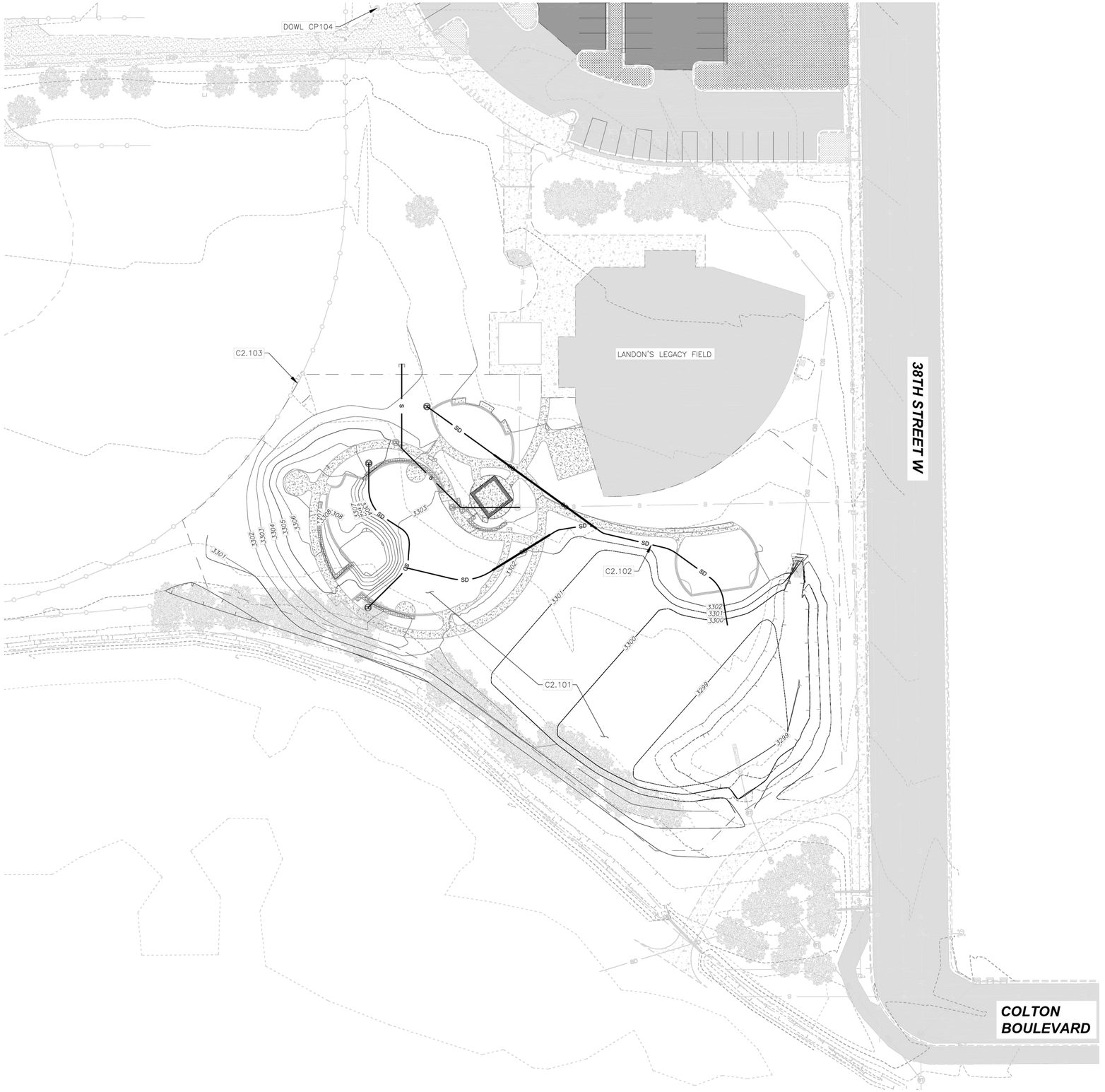
General Notes, Symbols And Abbreviations

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SCHEDULE OF VALUES

CIVIL ITEMS:

SYMBOL	CALLOUT	DESCRIPTION	QTY	DETAIL
	C2.101	EMBANKMENT		
		CUT = 1,160 CY FILL = 1,675 CY	1,675 CY	N/A
SD	C2.102	4" PVC PLAYGROUND DRAIN	460 LF	SEE SHEET C3.0
	C2.103	CONSTRUCTION LIMITS	1.55 ACRES	N/A



CONTROL POINT COORDINATE TABLE

POINT ID	NORTHING	EASTING	ELEVATION
DOWL CP101	144015.712	102768.85	3330.451
DOWL CP102	143590.336	102799.689	3315.076
DOWL CP104	143329.537	102523.127	3306.271
DOWL CP105	143365.127	101851.869	3313.899
DOWL CP106	143294.138	102213.036	3306.000

NOTES:

1. CONTROL POINTS NOT IN VIEW OF OVERALL SITE PLAN.

OVERALL SITE PLAN

0 30 60
SCALE IN FEET

NORTH

MONTANA
BRANDON W. DUFFY
No. 32830PE
12/8/2023
LICENSED
PROFESSIONAL ENGINEER

OVERALL SITE PLAN - LLF

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

Revision	Date

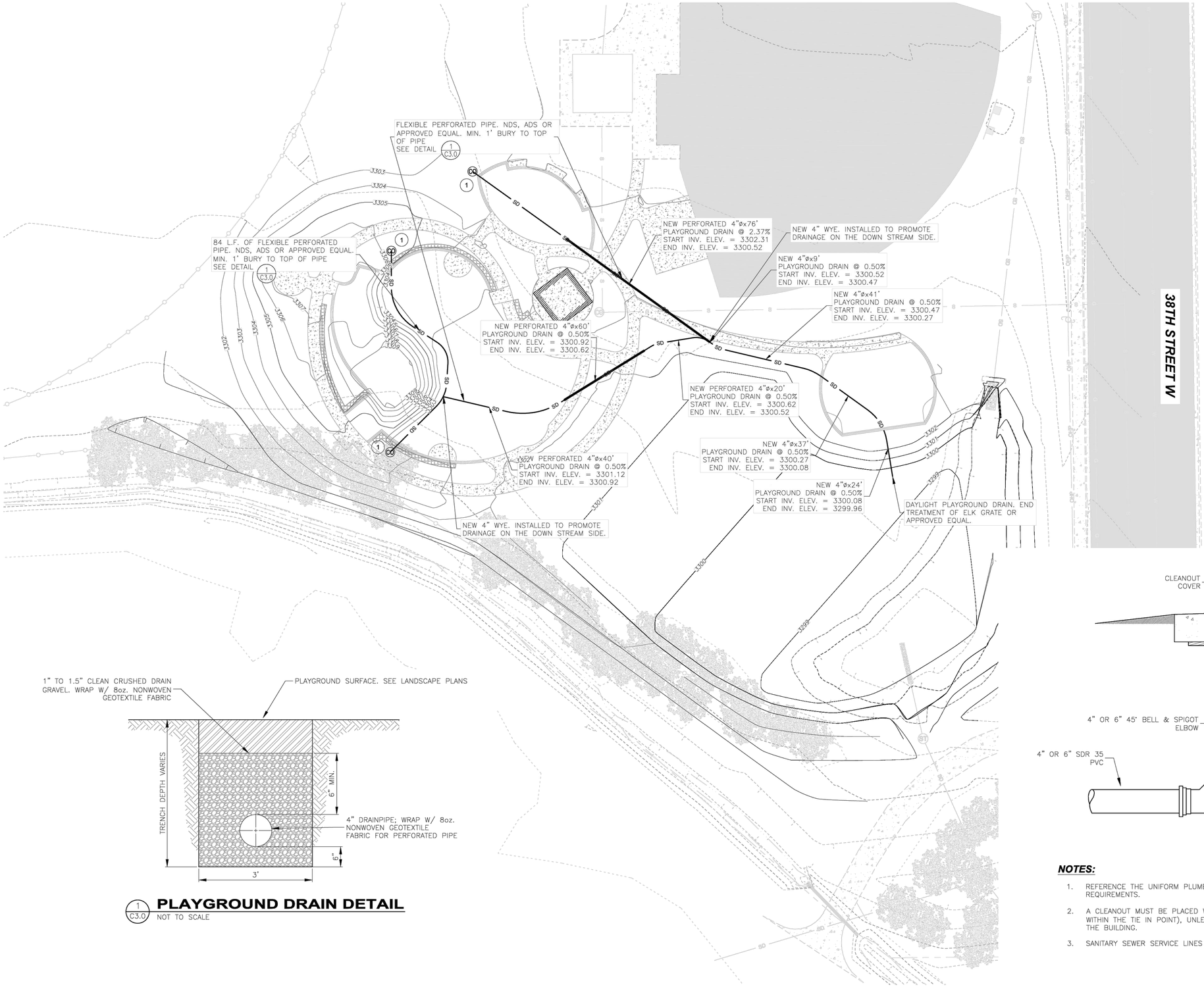
Drawn By: BCL
Checked By: BWD
Job Code: 2-22129

GreatWest ENGINEERING
6780 TRADE CENTER AVENUE
BILLINGS, MT 59101
(406)652-5000

C2.0

Overall Site Plan - LLF

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PLAN VIEW OF PLAYGROUND DRAIN

0 20 40

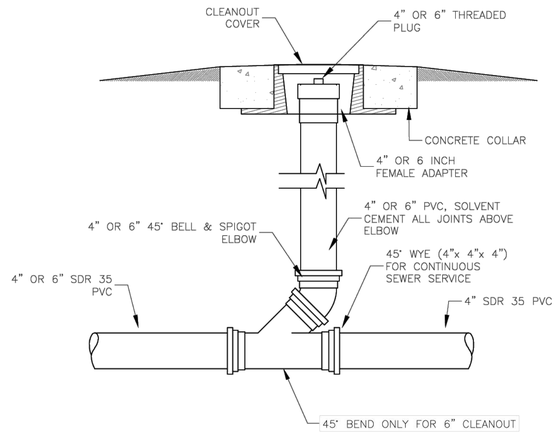
SCALE IN FEET

1/C3.0 **PLAYGROUND DRAIN DETAIL**

NOT TO SCALE

NOTES:

1 1. CLEAN OUT. SEE DETAIL: 2/C3.0



NOTES:

1. REFERENCE THE UNIFORM PLUMBING CODE, SECTION 707.0 CLEANOUTS, FOR SPECIFIC REQUIREMENTS.
2. A CLEANOUT MUST BE PLACED WITHIN 5 FEET OF THE BUILDING BEING SERVICED (OR WITHIN THE TIE IN POINT), UNLESS A CLEANOUT IS ALREADY LOCATED ON THE INSIDE OF THE BUILDING.
3. SANITARY SEWER SERVICE LINES MUST HAVE A CLEANOUT EVERY 100 FEET.

2/C3.0 **TYPICAL CLEAN OUT DETAIL**

NOT TO SCALE

BRANDON WILLIAM DUPEY
No. 32830PE
24/10/2023
REGISTERED PROFESSIONAL ENGINEER
STATE OF MONTANA

PLAYGROUND DRAIN DETAILS - LLF

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

Revision	Date

Drawn By: BCL
Checked By: BWD
Job Code: 2-22129

GreatWest ENGINEERING
6780 TRADE CENTER AVENUE
BILLINGS, MT 59101
(406)652-5000

C3.0

Playground Drain Details - LLF

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SCHEDULE OF VALUES

CIVIL ITEMS:

SYMBOL	CALLOUT	DESCRIPTION	QTY	DETAIL
	C4.101	4" CONCRETE SIDEWALK 4" ¾" CRUSHED BASE COURSE	1,209 SY 135 CY	1 / C7.0
	C4.102	3" ASPHALT PAVEMENT ¾" CRUSHED BASE COURSE INCLUDES CURB & GUTTER	2,800 SY 635 CY	3 / C5.0
	C4.103	CONCRETE CURB & GUTTER	675 LF	SEE SHEET C5.0
— S —	C4.104	6" SDR 35 PVC SANITARY SEWER SERVICE	135 LF	SEE SHEET C8.0
	C4.105	6" PVC PLAYGROUND DRAIN SLEEVES	125 LF	SEE SHEET C7.0
	C4.106	CONSTRUCTION LIMITS	2.20 ACRES	N/A
	C4.107	LANDSCAPE RETAINING WALL		SEE LANDSCAPING PLANS
	C4.108	LANDSCAPING FILL WITH MATERIAL SPECIFIED BY LANDSCAPE PLANS.	810 CY	SEE LANDSCAPING PLANS



OVERALL SITE PLAN

0 40 80
SCALE IN FEET

CONTROL POINT COORDINATE TABLE

POINT ID	NORTHING	EASTING	ELEVATION
DOWL CP101	144015.712	102768.85	3330.451
DOWL CP102	143590.336	102799.689	3315.076
DOWL CP104	143329.537	102523.127	3306.271
DOWL CP105	143365.127	101851.869	3313.899
DOWL CP106	143294.138	102213.036	3306.000

NOTES:

1. CONTROL POINTS NOT IN VIEW OF OVERALL SITE PLAN.

MONTANA
BRANDON W. BLAIR
PLS No. 32830PLS
12/8/2023
LICENSED
PROFESSIONAL LAND SURVEYOR
STATE OF MONTANA

OVERALL SITE PLAN - BPR

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

Revision	Date

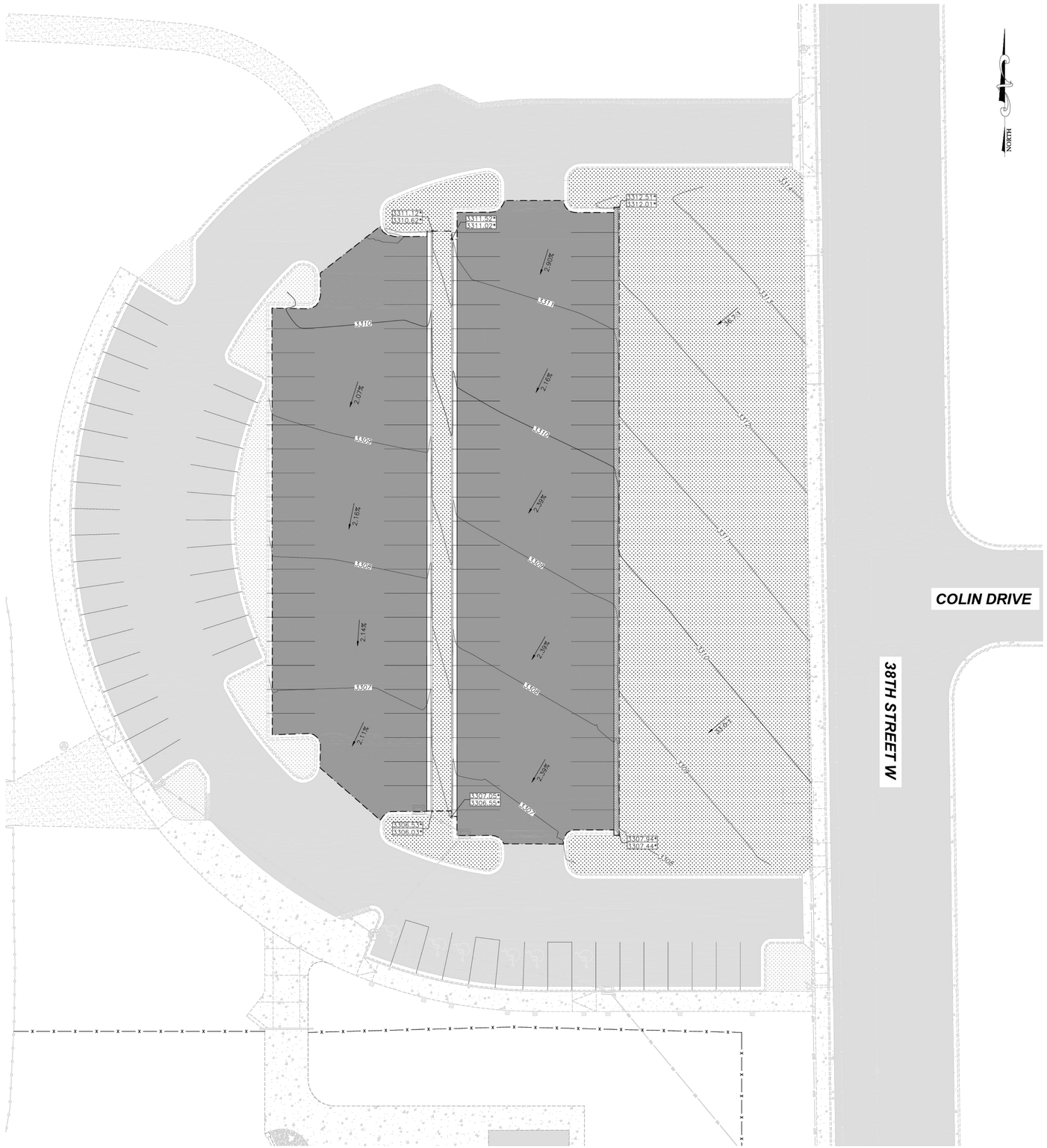
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Checked By: BWD
Job Code: 2-22129

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(406)652-5000

C4.0

Overall Site Plan - BPR

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PARKING LOT DETAILED SITE PLAN

0 20 40
SCALE IN FEET

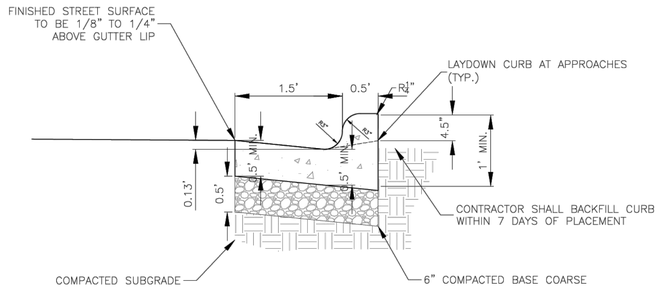
NORTH

GRADING LEGEND

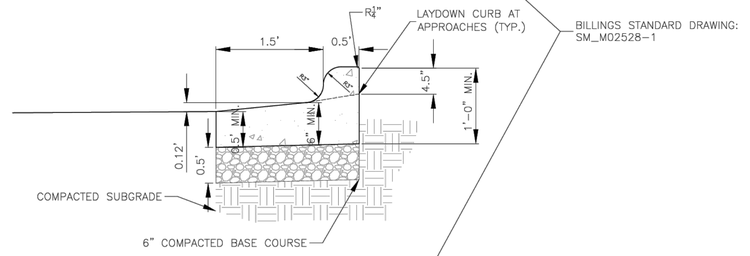
3779.14 / 3778.64	TOP BACK OF CURB/SW ELEVATION GUTTER FLOW LINE ELEVATION
3779.14	FINISH GRADE SPOT ELEVATION
3779.04*	*ASTERISK INDICATES MATCH EXISTING ELEVATION (CONTRACTOR TO FIELD VERIFY)

LEGEND

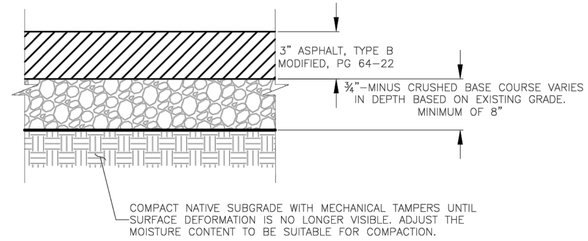
	NEW ASPHALT (3/C5.0)
	STANDARD CURB & GUTTER (1/C5.0)
	SPILL CURB & GUTTER (2/C5.0)



1/C5.0 STANDARD CURB & GUTTER SECTION
NOT TO SCALE



2/C5.0 STANDARD SPILL CURB & GUTTER SECTION
NOT TO SCALE



3/C5.0 TYPICAL PARKING PAVEMENT SECTION
NOT TO SCALE

MONTANA
BRANDON WILLIAM DUFFEY
24138
REGISTERED PROFESSIONAL ENGINEER
STATE OF MONTANA

PARKING LOT DETAILED SITE PLAN - BPR

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

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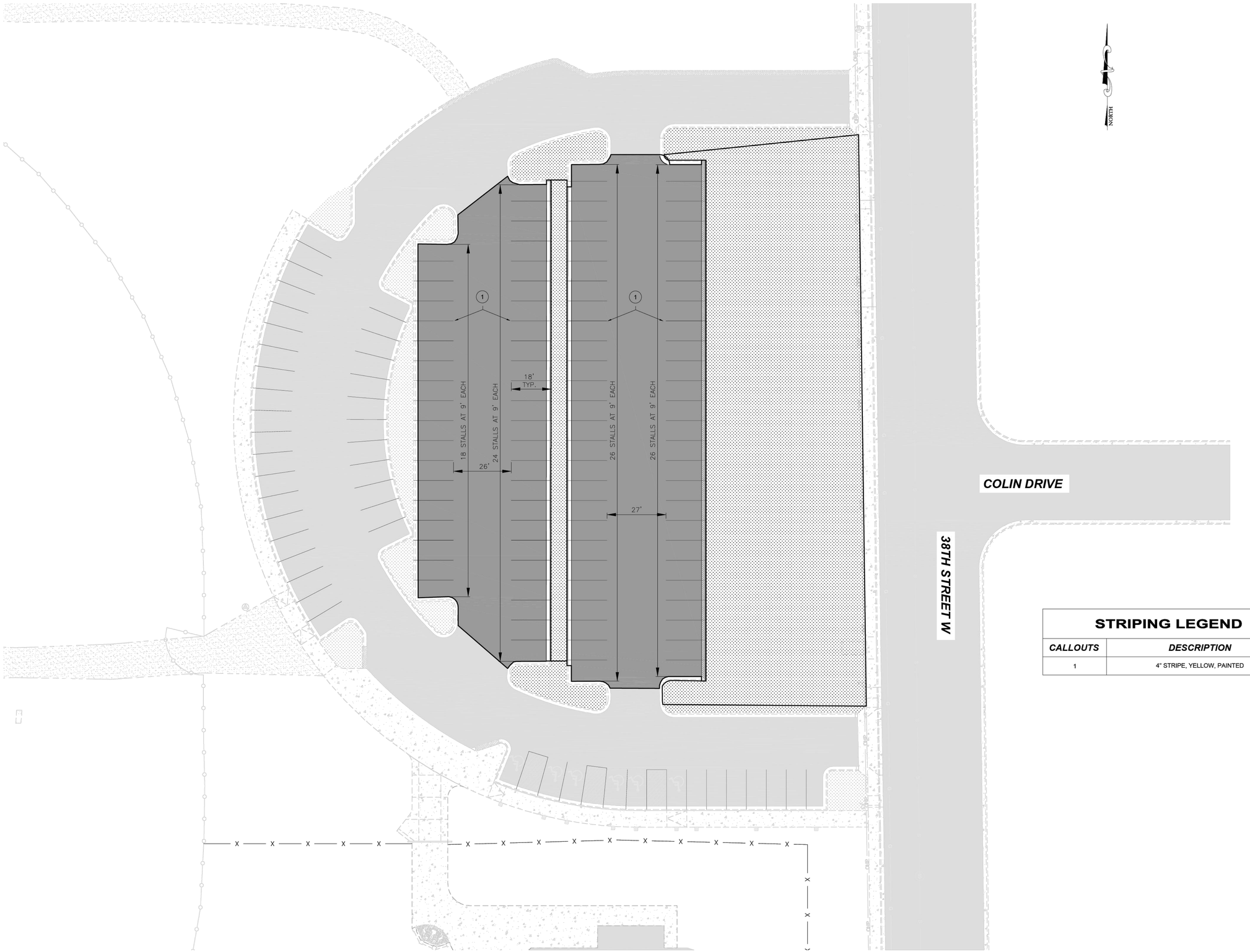
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C5.0

Parking Lot Detailed Site Plan - BPR

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STRIPING LEGEND

CALLOUTS	DESCRIPTION
1	4" STRIPE, YELLOW, PAINTED

PARKING LOT DETAILED SITE PLAN

0 20 40
SCALE IN FEET

STATE OF MONTANA
BRANDON WILLIAM DUFFEY
REG. No. 32830PE
12/7/2023
REGISTERED PROFESSIONAL ENGINEER

PARKING LOT STRIPING PLAN - BPR

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

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C6.0

Parking Lot Striping Plan - BPR

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I.E. OF PIPE SLEEVE = 3302.10

F.F. ELEV = 3304

I.E. OF PIPE SLEEVE = 3300.40

I.E. OF PIPE SLEEVE = 3300.57

I.E. OF PIPE SLEEVE = 3300.76

PLAYGROUND DRAIN SLEEVES

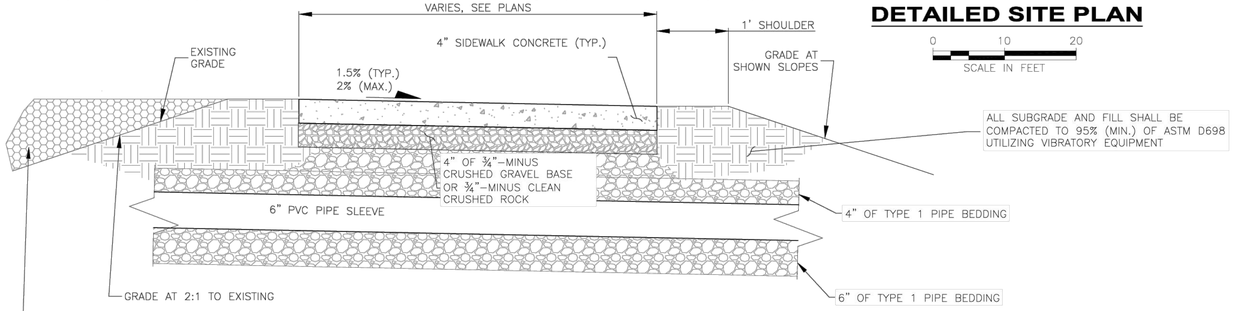
LANDSCAPE EDGING. SEE LANDSCAPE PLANS

LANDSCAPE EDGING. SEE LANDSCAPE PLANS

DETAILED SITE PLAN

0 10 20

SCALE IN FEET



1 / C7.0 **TYPICAL SIDEWALK DETAIL**

NOT TO SCALE

GRADING LEGEND

3779.14 / 3778.64	TOP BACK OF CURB/SW ELEVATION GUTTER FLOW LINE ELEVATION
3779.14	FINISH GRADE SPOT ELEVATION
3779.04*	*ASTERISK INDICATES MATCH EXISTING ELEVATION (CONTRACTOR TO FIELD VERIFY)

NORTH

BRANDON W. DUFFY
Reg. No. 32830PE
12/8/2023
REGISTERED PROFESSIONAL ENGINEER
STATE OF MONTANA

DETAILED SITE PLAN - BPR

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

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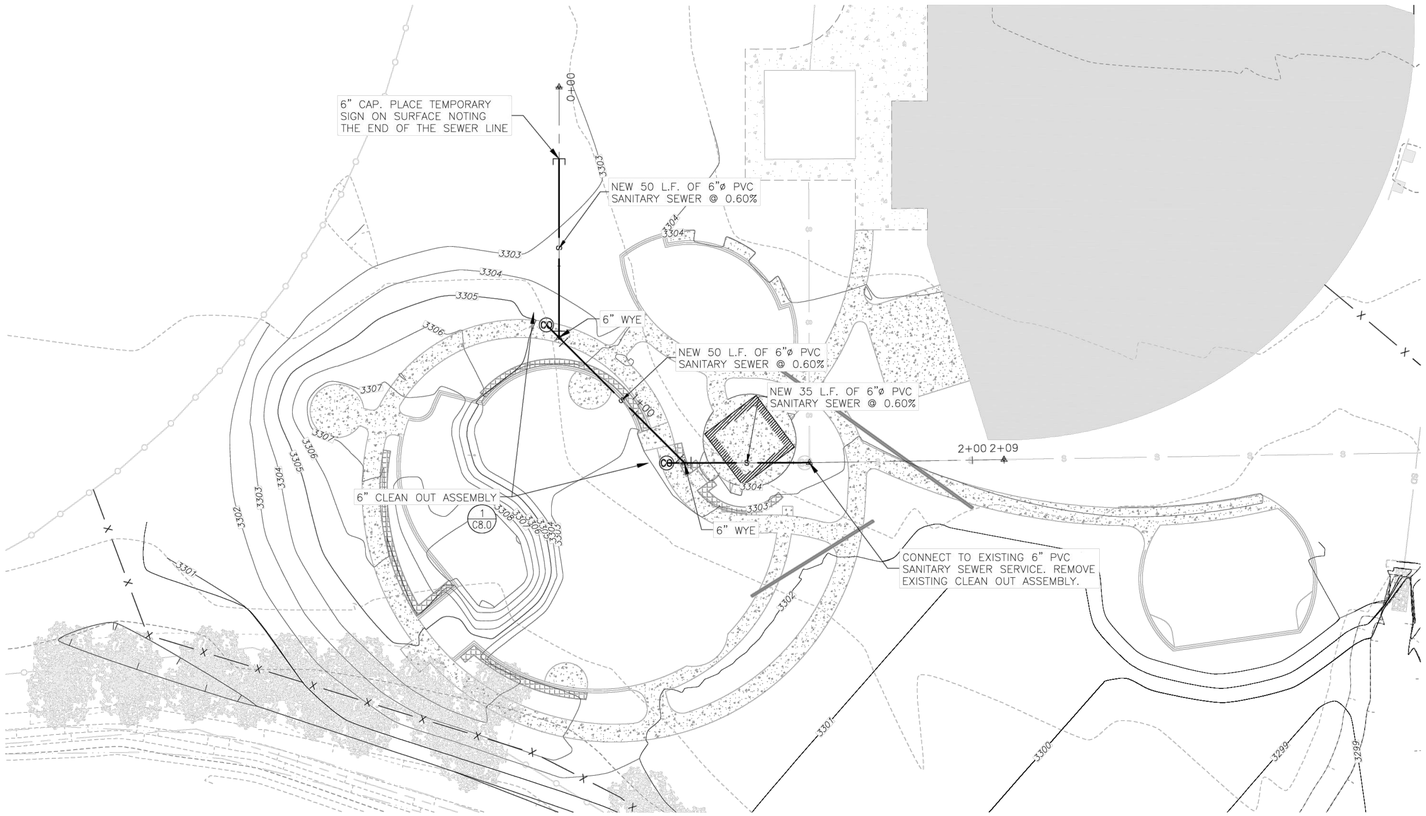
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C7.0

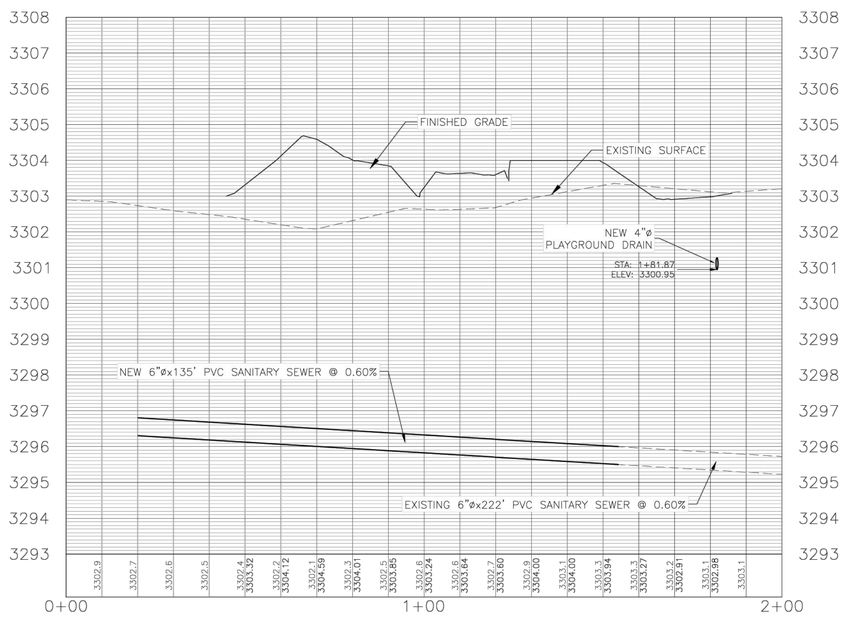
Detailed Site Plan - BPR

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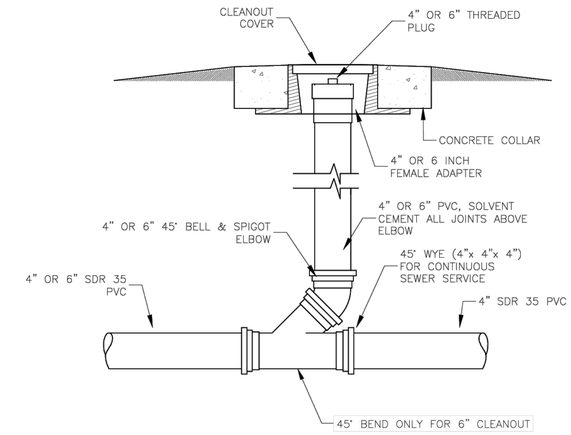
PLAN VIEW OF SEWER SERVICE

0 20 40
SCALE IN FEET



PROFILE VIEW OF SEWER SERVICE - STA. 0+00 TO STA. 2+00

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'



NOTES:

1. REFERENCE THE UNIFORM PLUMBING CODE, SECTION 707.0 CLEANOUTS, FOR SPECIFIC REQUIREMENTS.
2. A CLEANOUT MUST BE PLACED WITHIN 5 FEET OF THE BUILDING BEING SERVICED (OR WITHIN THE TIE IN POINT), UNLESS A CLEANOUT IS ALREADY LOCATED ON THE INSIDE OF THE BUILDING.
3. SANITARY SEWER SERVICE LINES MUST HAVE A CLEANOUT EVERY 100 FEET.

1 / C8.0 TYPICAL CLEAN OUT DETAIL

NOT TO SCALE

BRANDON WILLIAM BURELL
No. 32830PE
12/12/2023
REGISTERED PROFESSIONAL ENGINEER
STATE OF MONTANA

SEWER SERVICE P&P - BPR

Landon's Inclusive Playground And Phase II Parking Lot

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Sewer Service P&P - BPR

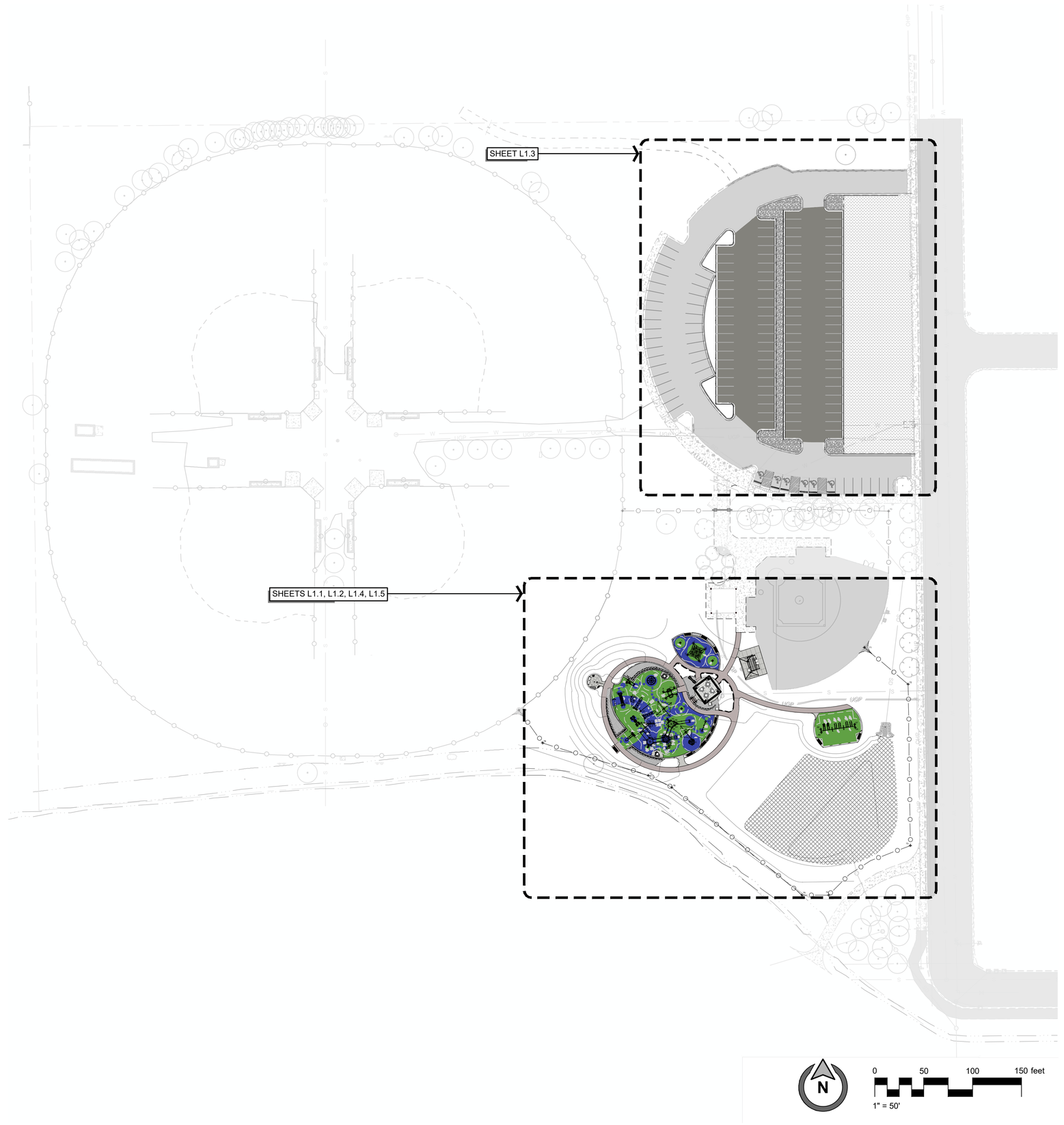
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SITE NOTES

1. SITE BASE INFORMATION AS PROVIDED BY OTHER, MAY NOT DEPICT ACTUAL SITE CONDITIONS. CONTRACTOR SHALL VERIFY ALL QUANTITIES, MEASUREMENTS, AND ELEVATIONS WITH ON SITE CONDITIONS.
2. CONTRACTOR SHALL VERIFY EXISTING UTILITY LOCATIONS PRIOR TO EXCAVATION. CALL FOR UTILITY LOCATES PRIOR TO COMMENCING WORK.
3. THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
4. GENERAL CONTRACTOR SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS TO ENSURE THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
5. CONTRACTOR TO PROTECT ALL EXISTING UTILITIES, ROADS AND STREETS, AND STRUCTURES, REPAIR BACK TO ORIGINAL CONDITION IF DAMAGE HAS OCCURRED DURING CONSTRUCTION. CONTRACTOR TO PROTECT ALL EXISTING LANDSCAPE AND IRRIGATION ON ADJACENT PROPERTIES.
6. CONTRACTOR SHALL COORDINATE INSTALLATION OF SLEEVING FOR IRRIGATION IMPROVEMENTS PRIOR TO INSTALLATION OF ALL PAVING. REFER TO IRRIGATION PLANS FOR SIZES AND LOCATIONS.
7. QUANTITIES PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR DETERMINING MATERIAL TAKEOFFS FOR BIDDING
8. MULCH:
   A. TYPE 1: GRAVEL 1 $\frac{1}{2}$"-2" RUSTIC SANDSTONE, AS PROVIDED BY YELLOWSTONE VALLEY ROCK SUPPLY OR APPROVED EQUAL. 406-670-9114
   B. TYPE 2: SHREDDED CEDAR BARK MULCH, AS PROVIDED BY MOUNTAIN WEST PRODUCTS OR APPROVED EQUAL. 208-359-5641
9. FENCING SHALL BE BLACK VINYL CHAIN LINK FENCE TO MATCH EXISTING, AS PROVIDED BY JARES FENCE OR APPROVED EQUAL.

PARKING GRAVEL DEMO

1. DEMO AREA OF PARKING GRAVEL TO BE CONVERTED TO LAWN PER SEEDING SPECIFICATION.
2. CONTRACTOR SHALL VERIFY EXISTING UTILITY LOCATIONS PRIOR TO EXCAVATION. CALL FOR UTILITY LOCATES PRIOR TO COMMENCING WORK.



MONTANA
Registered
LANDSCAPE
ARCHITECT

HARDSCAPE OVERALL

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

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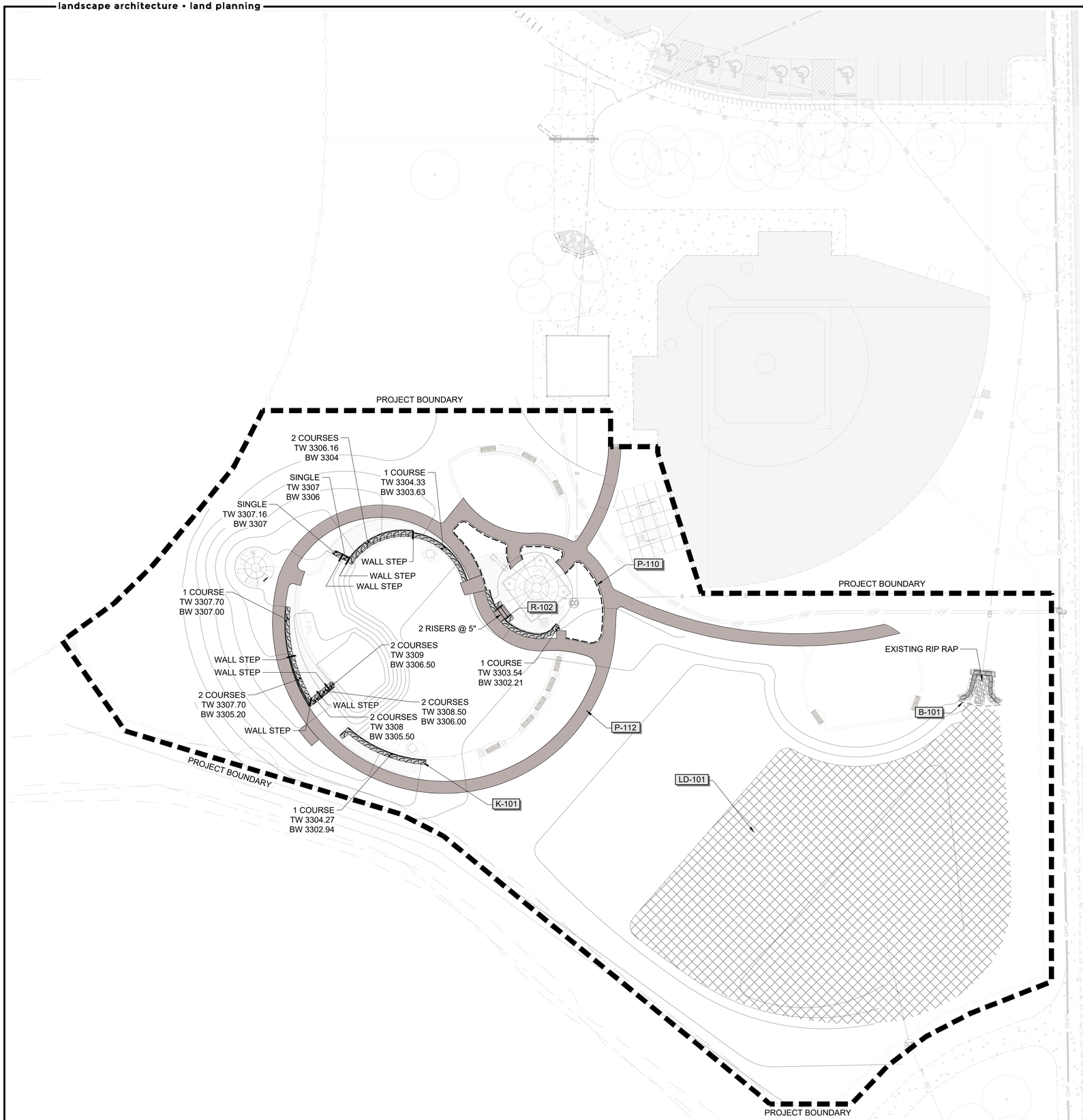
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Job Code: 2223

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HARDSCAPE PLAN OVERALL

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REFERENCE NOTES SCHEDULE PLAYGROUND BPR

SYMBOL	EDGING DESCRIPTION	QTY	DETAIL
B-101	METAL EDGING	17 LF	
SYMBOL	**ROCK DESCRIPTION**	**QTY**	**DETAIL**
K-101	22" BLOCK ROCK BOULDER- BPR	88	5/L4.1
SYMBOL	**LANDSCAPE DRAINAGE DESCRIPTION**	**QTY**	**DETAIL**
LD-101	DETENTION SOIL, 6" DEPTH - SEE SPECIFICATIONS	253.24 CY	
SYMBOL	**CONCRETE DESCRIPTION**	**QTY**	**DETAIL**
P-110	FUNDRAISER BRICK CONCRETE EDGE	148 LF	6/L4.1
P-111	STAIR TREAD	10 LF	3/L4.5
P-112	CONCRETE- NEW BPR	3,513 SF	
SYMBOL	**RAIL DESCRIPTION**	**QTY**	**DETAIL**
R-102	HANDRAIL	8 LF	2/L4.5

ABBREVIATIONS NOTE:

TW = TOP OF WALL
BW = FINISH GRADE BOTTOM OF WALL

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LANDSCAPE ARCHITECT

HARDSCAPE PLAN BPR

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

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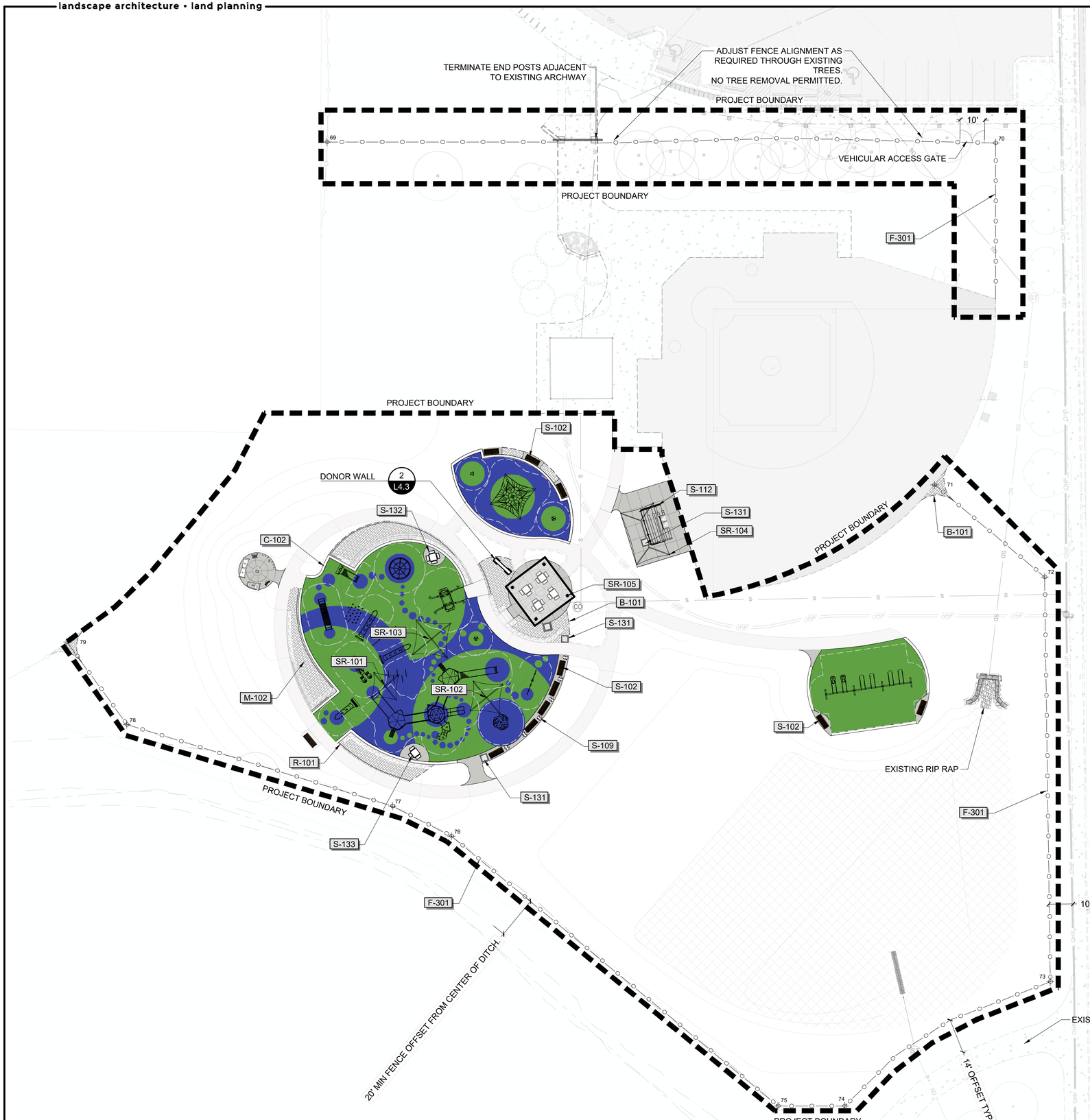
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HARDSCAPE PLAN BPR

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REFERENCE NOTES SCHEDULE HARDSCAPE

LLF

SYMBOL	EDGING DESCRIPTION	QTY	DETAIL
B-101	METAL EDGING	133 LF	4/L4.1

SYMBOL	CONCRETE CURB DESCRIPTION	QTY	DETAIL
C-102	CONCRETE CURB-PG 12X12	371 LF	1/L4.2

SYMBOL	METAL DESCRIPTION	QTY	DETAIL
F-301	FENCING - CHAINLINK 4` BLACK VINYL COMMERICAL GRADE MATCH EXISTING	1,024 LF	

SYMBOL	MULCH DESCRIPTION	QTY	DETAIL
M-102	TYPE 2 - BARK MULCH SEE NOTES	1,129 SF	

SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
P-105	CONCRETE - NEW LLF	2,005 SF	

SYMBOL	PLAYGROUND SURFACING DESCRIPTION	QTY	DETAIL
PS-101	SOFT FALL PLAY SURFACE - GREEN	5,658 SF	1/L4.2
PS-102	SOFT FALL PLAY SURFACE - BLUE	3,059 SF	1/L4.2

SYMBOL	RAIL DESCRIPTION	QTY	DETAIL
R-101	CHAIN RAIL	317 LF	2/L4.6

SYMBOL	SITE FURNISHINGS DESCRIPTION	QTY	DETAIL	MFR	PART #
S-102	PARK BENCH PROVIDED BY LLF	11			
S-109	BASEBALL BOLLARD	6	6/L4.3		
S-112	ADA BLEACHER - 5 ROW 15` LENGTH	1	3/L4.6		
S-131	TRASH CAN ENCLOSURE	4	3/L4.2		
S-132	MEMORIAL TABLE KEEPER GOALS	3	4/L4.2	PMC	200-0058
S-133	MEMORIAL TABLE ADA KEEPER GOALS	3	5/L4.2	PMC	ESTH

SYMBOL	STRUCTURES DESCRIPTION	QTY	DETAIL	MFR
SR-101	SHADE SAIL 10X10' SKYWAYS SINGLE	1		LANDSCAPE STRUCTURES
SR-102	SHADE SAIL 12X12' SKYWAYS SINGLE	1		LANDSCAPE STRUCTURES
SR-103	SHADE SAIL 14X14' SKYWAYS SINGLE	1		LANDSCAPE STRUCTURES
SR-104	SHADE SAIL 22X44' SKYWAYS DOUBLE HIP	1		LANDSCAPE STRUCTURES
SR-105	PICNIC SHELTER 20X20' GABEL ROOF	1		PARK AND PLAY

NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
69	FENCE CORNER	N 143222.38	E 102504.32
70	FENCE CORNER	N 143221.96	E 102776.62
71	FENCE CORNER	N 143082.73	E 102751.66
72	FENCE CORNER	N 143045.08	E 102796.54
73	FENCE CORNER	N 142880.11	E 102798.88
74	FENCE CORNER	N 142829.46	E 102715.19
75	FENCE CORNER	N 142829.46	E 102687.95
76	FENCE CORNER	N 142939.42	E 102554.97
77	FENCE CORNER	N 142951.73	E 102530.94
78	FENCE CORNER	N 142984.88	E 102422.74
79	FENCE CORNER	N 143018.65	E 102398.35

MONTANA
SCOTT
LAND
REGISTERED
LANDSCAPE ARCHITECT

HARDSCAPE PLAN LLF

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

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Job Code: 2223

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HARDSCAPE PLAN LLF

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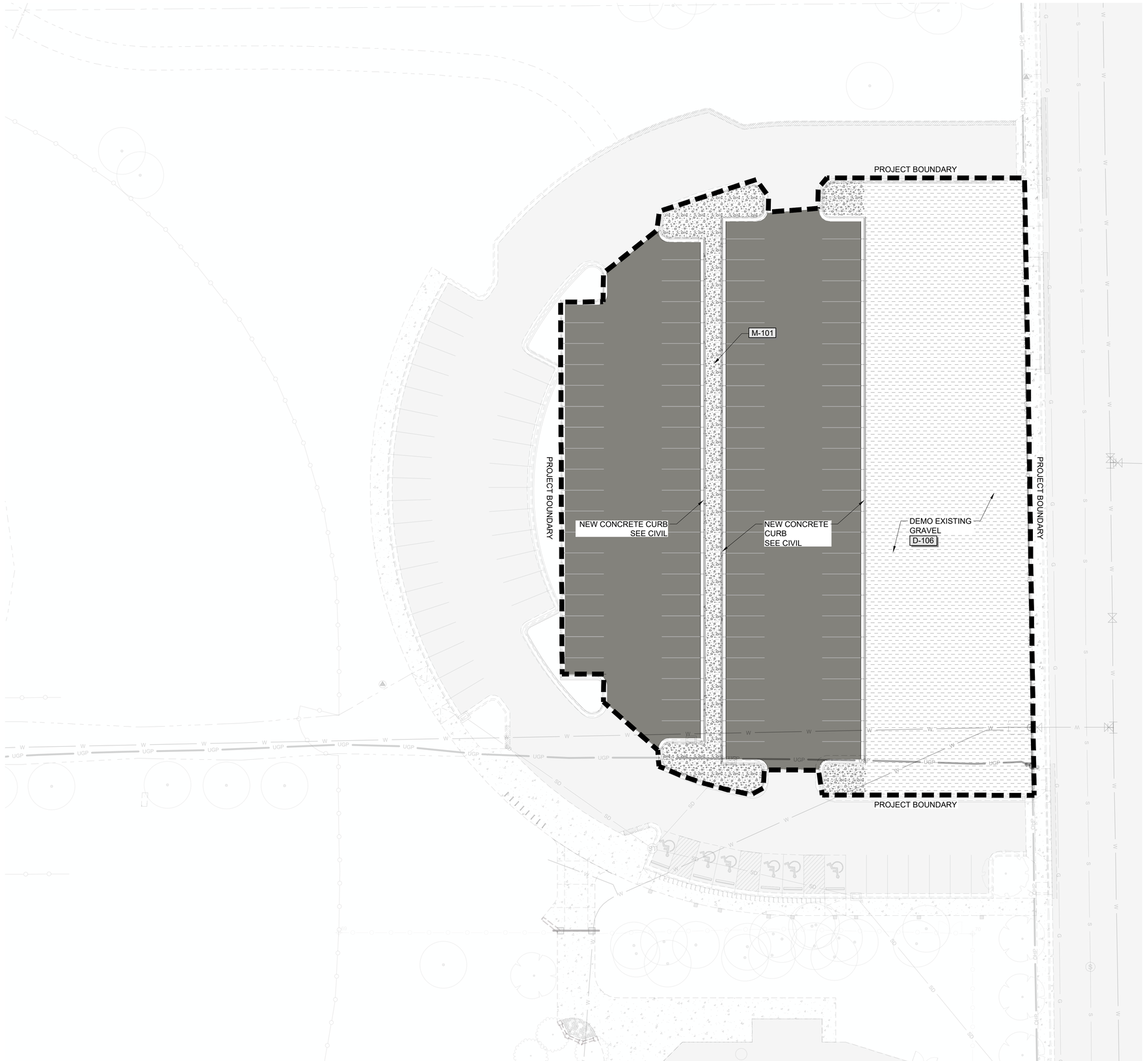
REFERENCE NOTES SCHEDULE PARKING LOT BPR

SYMBOL	DEMOLITION DESCRIPTION	QTY
D-106	GRAVEL DEMO	19,040 SF

SYMBOL	MULCH DESCRIPTION	QTY
M-101	TYPE 1 - GRAVEL MULCH SEE NOTES	3,219 SF

PARKING GRAVEL DEMO

1. DEMO AREA OF PARKING GRAVEL TO BE CONVERTED TO LAWN PER SEEDING SPECIFICATION.
2. CONTRACTOR SHALL VERIFY EXISTING UTILITY LOCATIONS PRIOR TO EXCAVATION. CALL FOR UTILITY LOCATES PRIOR TO COMMENCING WORK.



MONTANA
SCOTT
RICHARDSON
REGISTERED LANDSCAPE ARCHITECT

HARDSCAPE PLAN BPR

Landon's Inclusive Playground And Phase II Parking Lot

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HARDSCAPE PLAN BPR

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PLAYGROUND EQUIPMENT SCHEDULE PLAYGROUND

SYMBOL	DESCRIPTION	QTY	DETAIL	MFR
PG-154	TUBULAR BELLS	1		PERCUSSION PLAY
PG-155	MARIMBA	1		PERCUSSION PLAY
PG-156	DIATONIC TEMBOS	1		PERCUSSION PLAY
PG-157	CAJON DRUM	1		PERCUSSION PLAY
PG-159	PAPILLIO BELLS	1		PERCUSSION PLAY
PG-161	CHERUB CHIMES	1		PERCUSSION PLAY
PG-199	ECLIPSE NET CLIMBER			LANDSCAPE STRUCTURES
PG-200	SADDLE SPINNER			LANDSCAPE STRUCTURES
PG-201	CURVA SPINNER			LANDSCAPE STRUCTURES
PG-202	COZY DOME			LANDSCAPE STRUCTURES
PG-203	WE SAW SEE-SAW			LANDSCAPE STRUCTURES
PG-204	CUSTOM MULTI-ACTIVITY PLATFORM STRUCTURE			LANDSCAPE STRUCTURES
PG-206	WE GO SWING			LANDSCAPE STRUCTURES
PG-207	PB PULL CLIMBER			LANDSCAPE STRUCTURES
PG-208	BERM ROLLER SLIDE 40"			LANDSCAPE STRUCTURES
PG-209	BERM SLIDEWINDER 72"			LANDSCAPE STRUCTURES
PG-210	BERM SLIDEWINDER 56"			LANDSCAPE STRUCTURES
PG-211	BERM SLIDEWINDER 48"			LANDSCAPE STRUCTURES
PG-212	ROLLER TABLE			LANDSCAPE STRUCTURES
PG-213	HILLSIDE CLIMBING HAND GRIPS			LANDSCAPE STRUCTURES
PG-214	HILLSIDE LOOPS			LANDSCAPE STRUCTURES
PG-215	6 SWING SWINGSET WITH BUCKETS AND STRAPS			LANDSCAPE STRUCTURES
PG-216	TIGHT ROPE BRIDGE			LANDSCAPE STRUCTURES

PLAYGROUND NOTES

1. CONTRACTOR SHALL VERIFY ALL QUANTITIES, MEASUREMENTS, AND ELEVATIONS WITH ON-SITE CONDITIONS.
2. PLAYGROUND SURFACING AND EQUIPMENT INSTALLATION MUST BE IPEMA CERTIFIED BY A CERTIFIED INSPECTOR.
3. PLAYGROUND INSTALLER IS RESPONSIBLE TO PROVIDE ADEQUATE SURFACING DEPTHS FOR PLAY EQUIPMENT FALL HEIGHTS.
4. POURED IN PLACE SURFACING AS PROVIDE BY DURA PLAY OR APPROVED EQUAL.
5. PROVIDE FACTORY WARRANTIES FOR ALL EQUIPMENT AND SURFACING.
6. INSTALL ALL PLAY EQUIPMENT AND SURFACING IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
7. PLAY EQUIPMENT AS PROVIDED BY DAKOTA PLAYGROUND OR APPROVED EQUAL. CONTACT JASON HARRIS (800)-726-4062
8. PLAY EQUIPMENT INSTALLER MUST BE MANUFACTURER CERTIFIED AND HAVE A MINIMUM OF 5 YEARS OF EQUIPMENT INSTALLATION EXPERIENCE.
9. PLAYGROUND SURFACING AS PROVIDED BY SURFACE AMERICA. CONTACT SURFACE AMERICA AT (800)-999-0555. SURFACING MUST BE CERTIFIED LATEX FREE. INSTALL SURFACING PER MANUFACTURERS SPECIFICATIONS.
10. SURFACING INSTALLER MUST BE MANUFACTURER CERTIFIED AND MUST HAVE INSTALLED A MINIMUM OF 10 APPLICATIONS.
11. PLAY SURFACING SURFACE GRANULES SHALL BE STANDARD COLORS "ROYAL BLUE " AND "HUNTER GREEN" EACH BLENDED 50/50 WITH "BLACK DP00".
12. COORDINATE WITH LANDSCAPE ARCHITECT FOR SURFACING PATTERN LAYOUT. LANDSCAPE ARCHITECT TO PROVIDE DETAIL PATTERN DRAWINGS UPON REQUEST.
13. LOCATE PLAYGROUND UNDER DRAIN PIPING IN LOW POINTS OF SUB GRADE. SEE ENGINEERING
14. GENERAL CONTRACTOR IS RESPONSIBLE TO SECURE THE PLAYGROUND SURFACING FROM FOOT TRAFFIC FOR 48 HOURS CURING TIME.



MONTANA
SCOTT
STEVENS
REGISTERED
LANDSCAPE ARCHITECT

PLAYGROUND EQUIPMENT PLAN LLF

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

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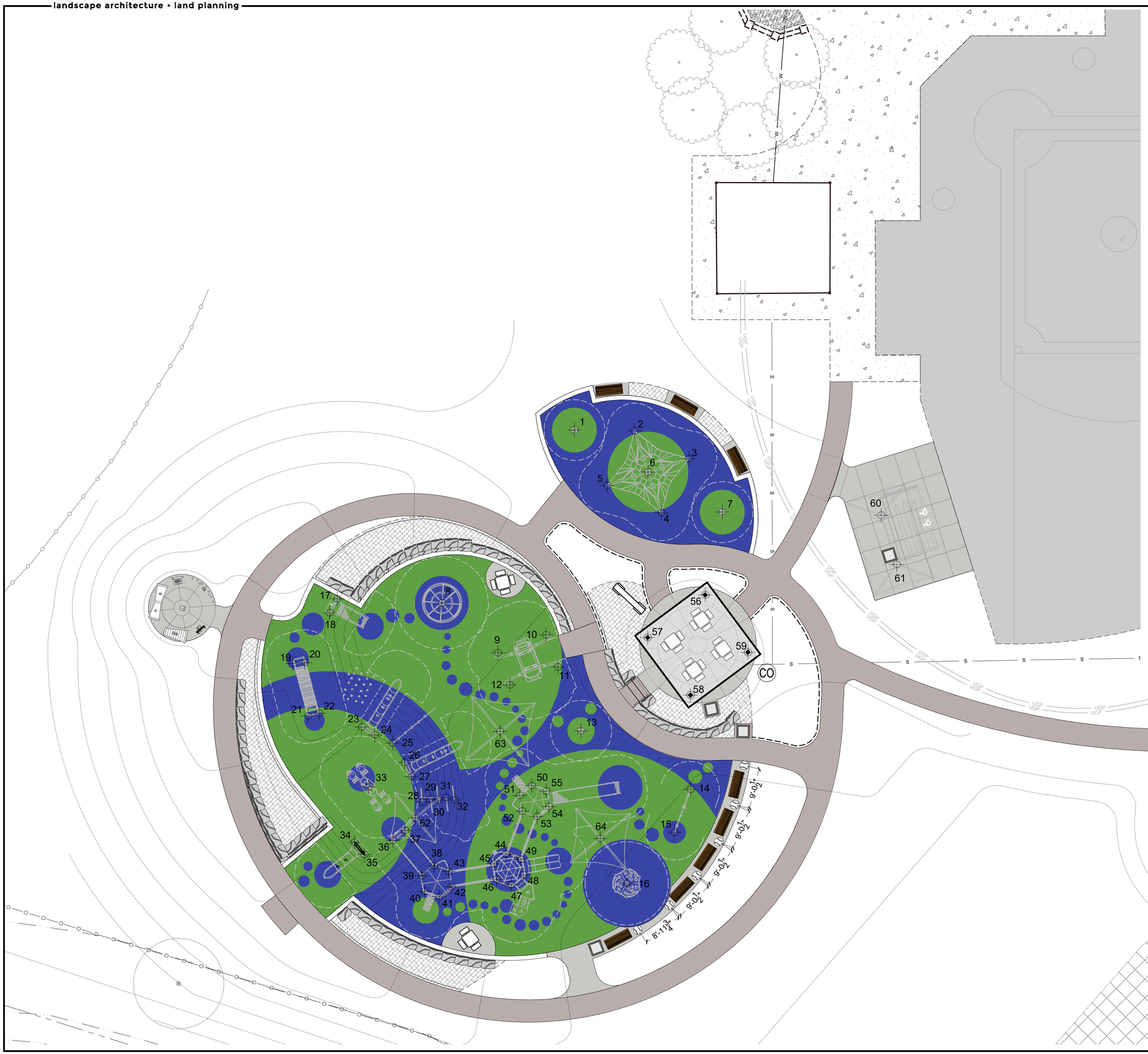
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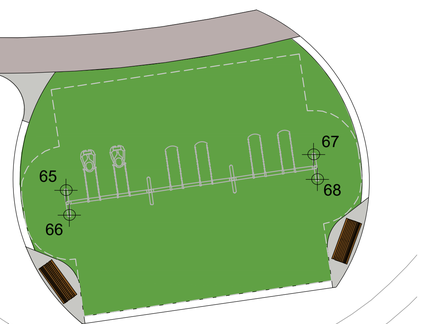
PLAYGROUND EQUIPMENT PLAN LLF

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NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
1	PG POST CENTER	N 143087.22	E 102563.40
2	PG POST CENTER	N 143087.03	E 102576.85
3	PG POST CENTER	N 143080.87	E 102589.02
4	PG POST CENTER	N 143068.70	E 102582.86
5	PG POST CENTER	N 143074.86	E 102570.69
6	PG POST CENTER	N 143077.86	E 102579.85
7	PG POST CENTER	N 143068.89	E 102596.45
8	PG EQUIP CENTER	N 143048.58	E 102533.79
9	PG POST CENTER	N 143037.42	E 102546.30
10	PG POST CENTER	N 143041.44	E 102557.03
11	PG POST CENTER	N 143034.27	E 102559.71
12	PG POST CENTER	N 143030.26	E 102548.98
13	PG POST CENTER	N 143020.00	E 102564.89
14	PG POST CENTER	N 143006.92	E 102589.35
15	PG POST CENTER	N 142997.32	E 102585.76
16	PG EQUIP CENTER	N 142985.88	E 102575.10
17	PG POST CENTER	N 143049.49	E 102510.42
18	PG POST CENTER	N 143046.41	E 102508.76
19	PG POST CENTER	N 143035.08	E 102500.50
20	PG POST CENTER	N 143035.24	E 102503.12
21	PG POST CENTER	N 143023.28	E 102503.88
22	PG POST CENTER	N 143023.94	E 102506.33
23	PG POST CENTER	N 143020.87	E 102515.86
24	PG POST CENTER	N 143019.03	E 102518.84
25	PG POST CENTER	N 143017.25	E 102522.81
26	PG POST CENTER	N 143012.94	E 102525.45
27	PG POST CENTER	N 143009.80	E 102527.01
28	PG POST CENTER	N 143004.07	E 102529.48
29	PG POST CENTER	N 143004.73	E 102531.26
30	PG POST CENTER	N 143004.53	E 102533.03
31	PG POST CENTER	N 143005.05	E 102534.72
32	PG POST CENTER	N 143004.53	E 102536.62
33	PG EQUIP CENTER	N 143007.43	E 102517.47
34	PG POST CENTER	N 142995.03	E 102514.24
35	PG POST CENTER	N 142992.33	E 102516.47
36	PG POST CENTER	N 142995.47	E 102522.85
37	PG POST CENTER	N 142997.69	E 102525.55
38	PG POST CENTER	N 142989.78	E 102532.07
39	PG POST CENTER	N 142987.56	E 102529.37
40	PG POST CENTER	N 142984.10	E 102529.94
41	PG POST CENTER	N 142982.88	E 102533.22
42	PG POST CENTER	N 142985.10	E 102535.92
43	PG POST CENTER	N 142988.55	E 102535.35
44	PG POST CENTER	N 142992.47	E 102548.16
45	PG POST CENTER	N 142990.24	E 102545.46
46	PG POST CENTER	N 142986.79	E 102546.03
47	PG POST CENTER	N 142985.56	E 102549.31
48	PG POST CENTER	N 142987.79	E 102552.01
49	PG POST CENTER	N 142991.24	E 102551.44
50	PG POST CENTER	N 143007.74	E 102553.88
51	PG POST CENTER	N 143005.52	E 102551.17
52	PG POST CENTER	N 143002.06	E 102551.75
53	PG POST CENTER	N 143000.84	E 102555.03
54	PG POST CENTER	N 143003.06	E 102557.73
55	PG POST CENTER	N 143006.52	E 102557.15
56	SHELTER POST CENTER	N 143050.38	E 102592.63
57	SHELTER POST CENTER	N 143040.83	E 102579.79
58	SHELTER POST CENTER	N 143027.99	E 102589.33
59	SHELTER POST CENTER	N 143037.54	E 102602.17
60	SHADE SAIL POST CENTER	N 143068.15	E 102631.99
61	SHADE SAIL POST CENTER	N 143057.15	E 102635.44
62	SHADE SAIL POST CENTER	N 143000.54	E 102527.86
63	SHADE SAIL POST CENTER	N 143019.83	E 102546.82
64	SHADE SAIL POST CENTER	N 142995.93	E 102569.20
65	PG POST CENTER	N 142998.96	E 102707.19
66	PG POST CENTER	N 142995.49	E 102707.69
67	PG POST CENTER	N 143003.94	E 102741.83
68	PG POST CENTER	N 143000.48	E 102742.33





0 10 20 30 feet

1" = 10'



PLAYGROUND LAYOUT PLAN LLF

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

Revision	Date
-	-
-	-
-	-
-	-
-	-

Drawn By: MV
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PLAYGROUND LAYOUT PLAN LLF

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PLANTING NOTES

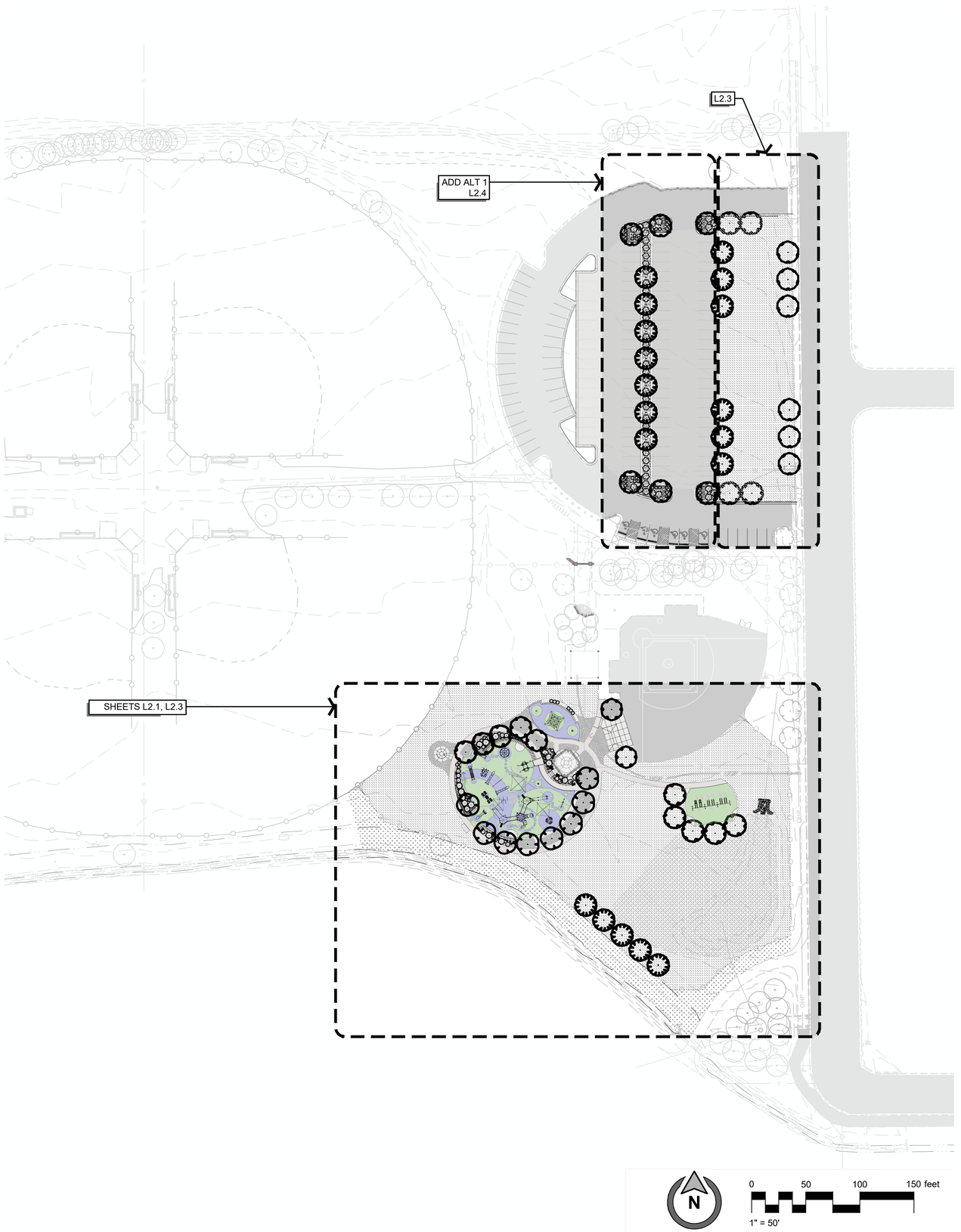
1. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO INSTALLATION, EXCAVATION OR PLANTING OPERATIONS.
2. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH OTHER TRADES.
3. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES. THE ILLUSTRATED LOCATIONS SHALL DICTATE COUNT.
4. PLACE TOPSOIL AT THE FOLLOWING DEPTHS PER AREA:
   - 4.1. TURF AREAS 3"
   - 4.2. PLANTING BEDS 6"
5. DURING PLANTING AND IRRIGATION SYSTEM INSTALLATION, CONTRACTOR SHALL KEEP ADJACENT PAVING AREAS AND WORK AREAS CLEAN AND IN ORDERLY CONDITIONS.
6. ALL TREES TO BE PLANTED TO BEAR THE SAME RELATION TO FINISH GRADE AS ORIGINALLY GROWN IN THE NURSERY.
7. IN THE EVENT OF DISCREPANCIES, CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
8. ALL PLANT MATERIAL SHALL CONFORM TO THE CURRENT AMERICAN ASSOCIATION OF NURSERYMAN'S NATIONAL STANDARD SPECIFICATION.
9. ALL PLANT MATERIAL SHALL BE INSTALLED USING APPROVED PLANTING PRACTICES.
10. CONTRACTOR TO PROVIDE IN WRITING ALL PLANT MATERIAL SUBSTITUTIONS (INCLUDING CULTIVARS) TO BE APPROVED BY LANDSCAPE ARCHITECT.
11. ALL LANDSCAPE BEDS, UNLESS OTHERWISE NOTED, TO BE LINED WITH EDGER AS SPECIFIED. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS WALKS OR SOLID FENCES WITHIN 3" OF PRE-MULCHED FINAL GRADE. EDGER SHALL NOT BE REQUIRED TO SEPARATE MULCH TYPES UNLESS SPECIFIED ON PLANS.
12. DISTURBED AREAS WHICH ARE TO REMAIN SHALL BE SEEDED AND RESTORED WITH SPECIFIED SEED MIX.
13. ALL FILL MATERIAL (EITHER FROM THE SITE OR ELSEWHERE) SHALL BE CLEAN AND FREE OF UNFAVORABLE MATERIAL. NO ASPHALT, CONCRETE, WOOD, OR TOXIC MATERIAL SHALL BE USED FOR BERMS OR OTHER REQUIRED FILL. ONLY TOPSOIL OR COMMON EARTH SHALL BE USED FOR FILL.
14. PROTECT ALL SEED AREAS UNTIL ESTABLISHED.
15. EROSION CONTROL BLANKET (3 YEAR MIN. LIFE) TO BE USED ON SLOPES GREATER THAN 3:1. SEED MIXTURE DISPERSED PRIOR TO INSTALLATION OF BLANKET.
16. RECLAIMED AREA: CONTRACTOR SHALL ENSURE REMOVAL OF ALL GRAVEL, ASPHALT AND BASE MATERIAL IN AREAS OF EXISTING PARKING LOT DEMOLITION WHICH WILL BE RESTORED TO AREAS OF SEEDING AND PLANTING. CONTRACTOR SHALL ENSURE ALL TOP SOIL AND SUB BASE PREPARATION SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATIONS. SCARIFY AREAS TO 12" DEPTH. IMPORT TOPSOIL AS REQUIRED FOR PRESCRIBED MINIMUM DEPTHS.

TURF SEED MIX

21.68%	HAMPTON KENTUCKY BLUEGRASS
19.87%	LUNAR KENTUCKY BLUEGRASS
19.80%	MIDNIGHT KENTUCKY BLUEGRASS
19.73 %	BLUEBANK KENTUCKY BLUEGRASS
17.76%	BEWITCHED KENTUCKY BLUEGRASS

DRYLAND GRASS SEED MIX

25%	SLENDER WHEATGRASS
10%	WESTERN WHEATGRASS
10%	THICKSPIKE WHEATGRASS
13%	MOUNTAIN BROME
15%	NEVADA BLUEGRASS
25%	BLUEBUNCH/SNAKE RIVER WHEATGRASS
2%	BLUE FLAX



LANDSCAPE OVERALL
Landon's Inclusive Playground And Phase II Parking Lot
BILLINGS, MT

Issue Date: 12.08.2023

Revision	Date
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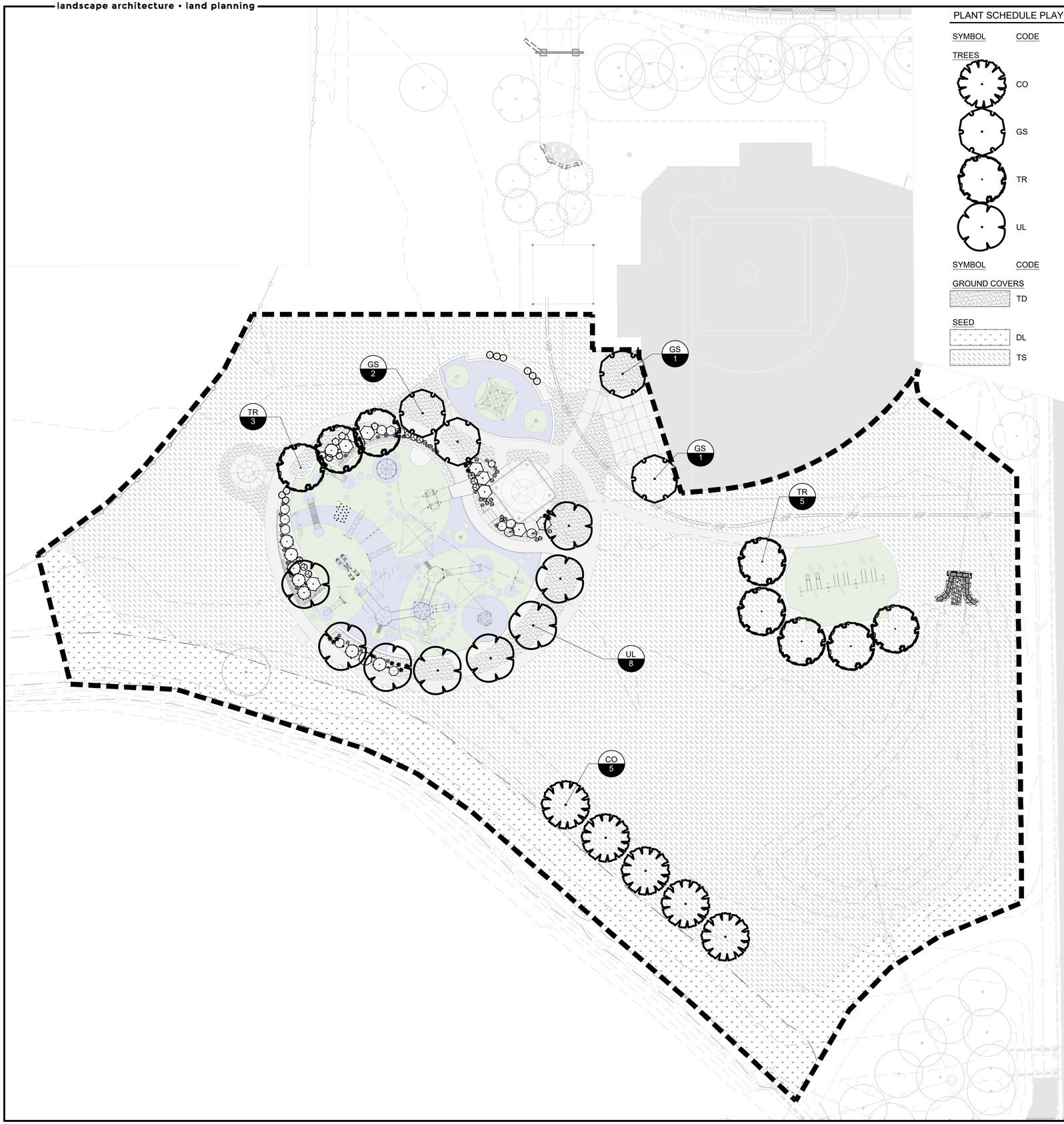
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LANDSCAPE PLAN OVERALL

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PLANT SCHEDULE PLAYGROUND

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
TREES					
	CO	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B&B	1.5"-2"	5
	GS	GLEDITSIA TRIACANTHOS `SKYLINE` / SKYLINE HONEY LOCUST	B & B	1.5"-2"	4
	TR	TILIA AMERICANA `REDMOND` / REDMOND AMERICAN LINDEN	B&B	1.5"-2"	8
	UL	ULMUS AMERICANA `LEWIS & CLARK` / PRAIRE EXPEDITION AMERICAN ELM	B&B	1.5"-2"	8

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	FIELD2	QTY
GROUND COVERS					
	TD	TURF SOD / DROUGHT TOLERANT FESCUE BLEND	SOD		3,309 SF
SEED					
	DL	DRYLAND SEED	SEED		9,972 SF
	TS	TURF SEED	SEED		48,182 SF

TURF SEED MIX

21.68%	HAMPTON KENTUCKY BLUEGRASS
19.87%	LUNAR KENTUCKY BLUEGRASS
19.80%	MIDNIGHT KENTUCKY BLUEGRASS
19.73 %	BLUEBANK KENTUCKY BLUEGRASS
17.76%	BEWITCHED KENTUCKY BLUEGRASS

DRYLAND GRASS SEED MIX

25%	SLENDER WHEATGRASS
10%	WESTERN WHEATGRASS
10%	THICKSPIKE WHEATGRASS
13%	MOUNTAIN BROME
15%	NEVADA BLUEGRASS
25%	BLUEBUNCH/SNAKE RIVER WHEATGRASS
2%	BLUE FLAX

N

0 20 40 60 feet

1" = 20'

MONTANA REGISTERED LANDSCAPE ARCHITECT

PLANTING PLAN PLAYGROUND-LLF

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

Revision	Date
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PLANTING PLAN
PLAYGROUND-LLF

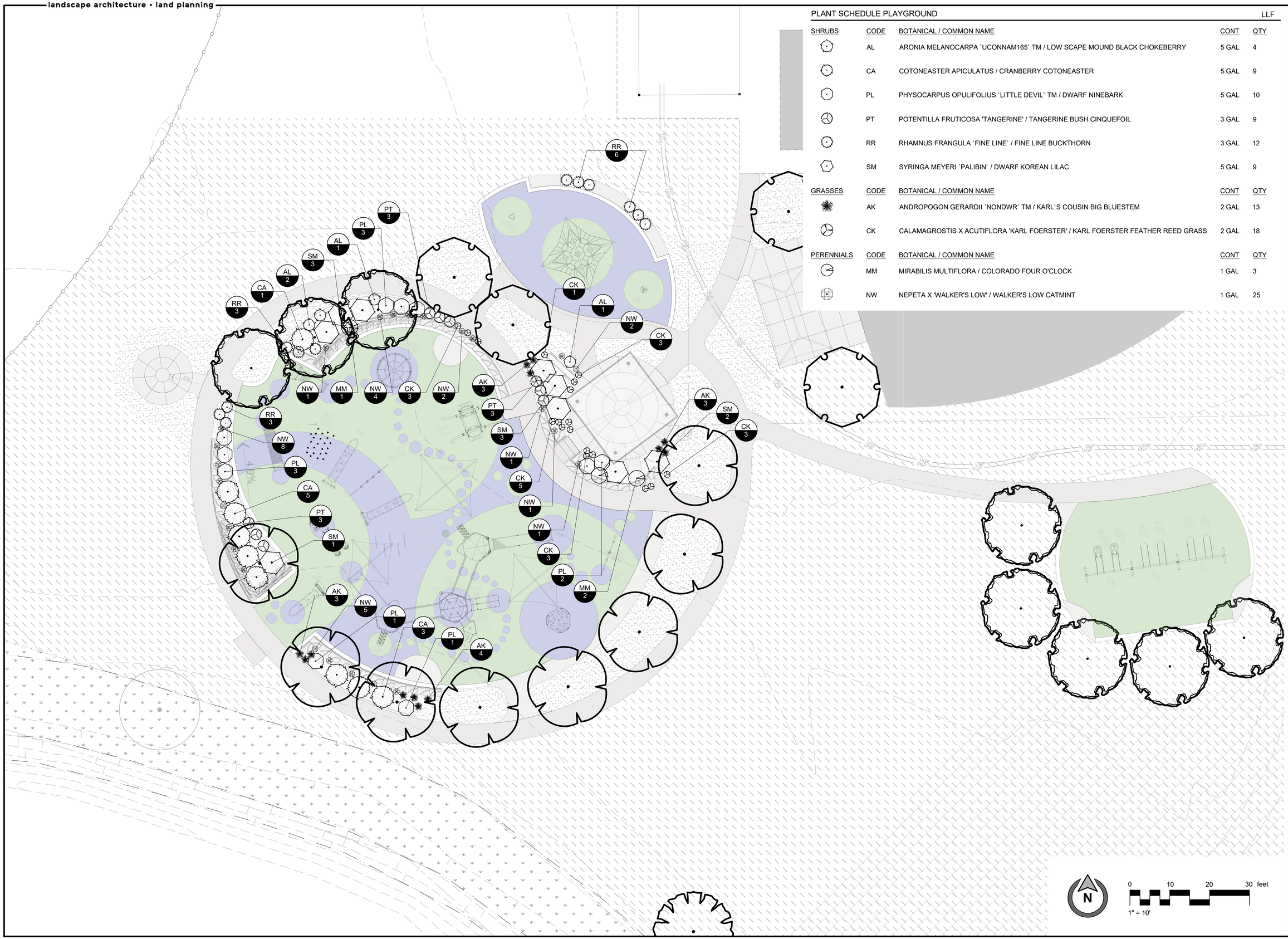
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PLANT SCHEDULE PLAYGROUND — LLF

SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	QTY
	AL	ARONIA MELANOCARPA `UCONNAM165` TM / LOW SCAPE MOUND BLACK CHOKEBERRY	5 GAL	4
	CA	COTONEASTER APICULATUS / CRANBERRY COTONEASTER	5 GAL	9
	PL	PHYSOCARPUS OPULIFOLIUS `LITTLE DEVIL` TM / DWARF NINEBARK	5 GAL	10
	PT	POTENTILLA FRUTICOSA 'TANGERINE' / TANGERINE BUSH CINQUEFOIL	3 GAL	9
	RR	RHAMNUS FRANGULA `FINE LINE` / FINE LINE BUCKTHORN	3 GAL	12
	SM	SYRINGA MEYERI `PALIBIN` / DWARF KOREAN LILAC	5 GAL	9

GRASSES	CODE	BOTANICAL / COMMON NAME	CONT	QTY
	AK	ANDROPOGON GERARDII `NONDWR` TM / KARL`S COUSIN BIG BLUESTEM	2 GAL	13
	CK	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS	2 GAL	18

PERENNIALS	CODE	BOTANICAL / COMMON NAME	CONT	QTY
	MM	MIRABILIS MULTIFLORA / COLORADO FOUR O'CLOCK	1 GAL	3
	NW	NEPETA X 'WALKER'S LOW' / WALKER'S LOW CATMINT	1 GAL	25



N

0 10 20 30 feet

1" = 10'

DETAIL PLANTING PLAN PLAYGROUND-LLF

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

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DETAIL PLANTING PLAN PLAYGROUND-LLF

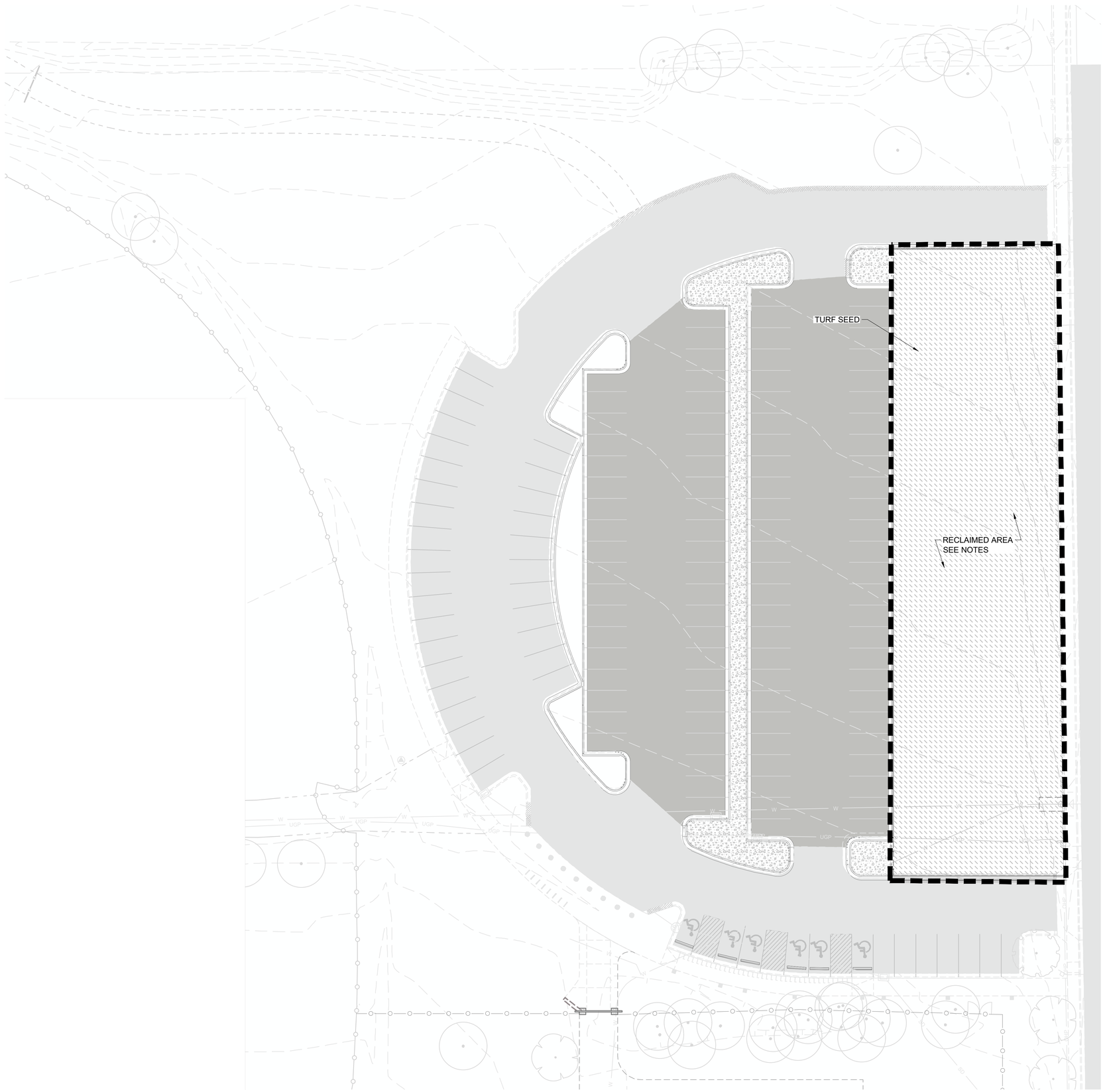
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PLANT SCHEDULE PARKING LOT

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	QTY
SEED				
	TS	TURF SEED	SEED	18,546 SF

TURF SEED MIX

21.68%	HAMPTON KENTUCKY BLUEGRASS
19.87%	LUNAR KENTUCKY BLUEGRASS
19.80%	MIDNIGHT KENTUCKY BLUEGRASS
19.73 %	BLUEBANK KENTUCKY BLUEGRASS
17.76%	BEWITCHED KENTUCKY BLUEGRASS



N

0 20 40 60 80 feet

1" = 20'

PLANTING PLAN PARKING LOT- BPR

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

Revision	Date
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PLANTING PLAN
PARKING LOT-BPR

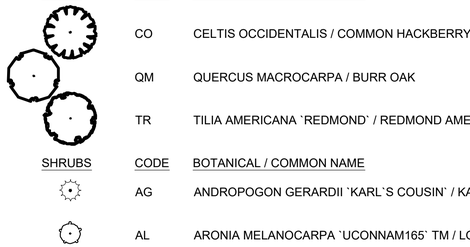
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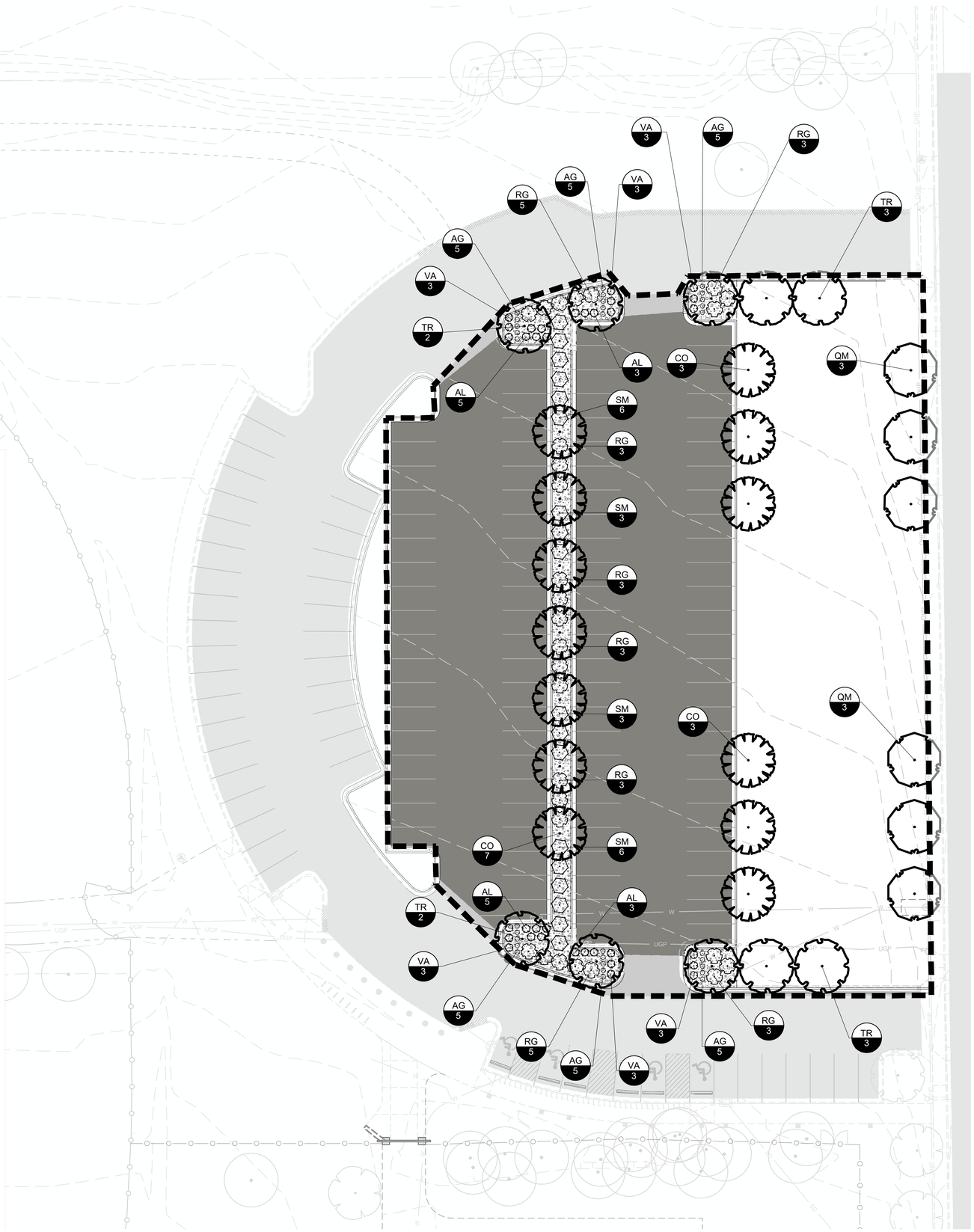
PLANT SCHEDULE PARKING LOT ADD ALTERNATE 1

TREES	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
	CO	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B&B	1.5"-2"	13
	QM	QUERCUS MACROCARPA / BURR OAK	B&B	1.5"-2"	6
	TR	TILIA AMERICANA `REDMOND` / REDMOND AMERICAN LINDEN	B&B	1.5"-2"	10
SHRUBS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	AG	ANDROPOGON GERARDII `KARL`S COUSIN` / KARL`S COUSIN BIG BLUESTEM	1 GAL		30
	AL	ARONIA MELANOCARPA `UCONNAM165` TM / LOW SCAPE MOUND BLACK CHOKEBERRY	5 GAL		16
	RG	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	5 GAL		28
	SM	SYRINGA MEYERI `PALIBIN` / DWARF KOREAN LILAC	5 GAL		18
	VA	VIBURNUM OPULUS `NANUM` / EUROPEAN CRANBERRYBUSH	5 GAL		18

SUMMARY OF ALTERNATES-BPR

ADD ALTERNATE 1:
INSTALLATION OF PARKING PLANTING BEDS, TREES, SHRUBS AND IRRIGATION.





ADD ALTERNATE 1- BPR

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

Revision	*Date*
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ADD ALTERNATE 1
BPR

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IRRIGATION SCHEDULE LANDON'S INCLUSIVE PLAYGROUND

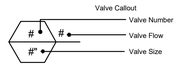
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
LST SST RST	RAIN BIRD R-VAN-STRIP 1806-SAM-P45 (2) TURF ROTARY, 5`X15` (LCS AND RCS), 5`X30` (SST) HAND ADJUSTABLE MULTI-STREAM ROTARY W/ 1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	10	40
14 ADJ 14 F	RAIN BIRD R-VAN14 1804-SAM-P45 TURF ROTARY, 8`-14` 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 4.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	73	40
18 ADJ 18 F	RAIN BIRD R-VAN18 1804-SAM-P45 TURF ROTARY, 13`-18` 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 4.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	26	40
24 ADJ 24 F	RAIN BIRD R-VAN24 1804-SAM-P45 TURF ROTARY, 17`-24` 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 4.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	23	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
1.0	RAIN BIRD 3504-PC 1.0 TURF ROTOR, 4.0" POP-UP. ADJUSTABLE AND FULL CIRCLE.	4	45	1.06	16'
2.0	RAIN BIRD 3504-PC 2.0 TURF ROTOR, 4.0" POP-UP. ADJUSTABLE AND FULL CIRCLE.	2	45	1.93	20'
4.0	RAIN BIRD 3504-PC 4.0 TURF ROTOR, 4.0" POP-UP. ADJUSTABLE AND FULL CIRCLE.	8	45	4.13	26'
1.5	RAIN BIRD 5004-PC, FC 1.5 TURF ROTOR, 4.0" POP-UP, PLASTIC RISER. ADJUSTABLE AND FULL CIRCLE. STANDARD ANGLE NOZZLE.	3	45	1.54	26'
8.0	RAIN BIRD 5004-PC, FC 8.0 TURF ROTOR, 4.0" POP-UP, PLASTIC RISER. ADJUSTABLE AND FULL CIRCLE. STANDARD ANGLE NOZZLE.	14	45	8.03	35'
04	RAIN BIRD 8005 04 TURF ROTOR, 5.0" POP-UP, PLASTIC RISER, STANDARD NOZZLE. WITH SEAL-A-MATIC CHECK VALVE, ADJUSTABLE 50-330 ARC, AND 360 NON-REVERSING FULL-CIRCLE. 1" (26/34) NPT FEMALE THREADED INLET. EXTENDED RADIUS IS IDEAL FOR LARGE TURF APPLICATIONS.	2	50	3.8	39'
20	RAIN BIRD 8005 20 TURF ROTOR, 5.0" POP-UP, PLASTIC RISER, STANDARD NOZZLE. WITH SEAL-A-MATIC CHECK VALVE, ADJUSTABLE 50-330 ARC, AND 360 NON-REVERSING FULL-CIRCLE. 1" (26/34) NPT FEMALE THREADED INLET. EXTENDED RADIUS IS IDEAL FOR LARGE TURF APPLICATIONS.	27	50	18.6	65'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	AREA TO RECEIVE DRIP EMITTERS RAIN BIRD XB-PC SINGLE OUTLET, PRESSURE COMPENSATING DRIP EMITTERS. FLOW RATES OF 0.5GPH=BLUE, 1.0GPH=BLACK, AND 2.0GPH=RED. COMES WITH A SELF-PIERCING BARB INLET X BARB OUTLET.	1,112 S.F.
	Emitter Notes:	
	0.5 GPH emitters (2 assigned to each 2 gal plant)	62
	0.5 GPH emitters (3 assigned to each 5 gal plant)	96
	0.5 GPH emitters (4 assigned to each B&B, 1.5"-2" plant)	20
	0.5 GPH emitters (2 assigned to each 1 gal plant)	52
	0.5 GPH emitters (3 assigned to each 3 gal plant)	63
	0.5 GPH emitters (4 assigned to each B & B, 1.5"-2" plant)	

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD PESB 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION. WITH SCRUBBER TECHNOLOGY FOR RELIABLE PERFORMANCE IN DIRTY WATER IRRIGATION APPLICATIONS.	20
	RAIN BIRD 44-LRC 1" BRASS QUICK-COUPLING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING THERMOPLASTIC RUBBER COVER, AND 2-PIECE BODY.	3

	SHUT OFF VALVE LINE SIZE	3
P1	POINT OF CONNECTION 3" EXISTING GATE VALVE POINT OF CONNECTION	1
P2	POINT OF CONNECTION 3" NEW TAP OFF EXISTING MAINLINE	1
P3	POINT OF CONNECTION 3" NEW TAP OFF EXISTING MAINLINE	1
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	3,969 L.F.
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21	851.7 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40	151.3 L.F.



IRRIGATION NOTES

1. CONTRACTOR TO PROVIDE AND INSTALL ESPLXDSM75 - 75-STATION EXPANSION MODULE FOR ESP-LXD CONTROLLERS TO ACCOMMODATE ADDITIONAL VALVES.
2. CONTRACTOR SHALL COORDINATE IRRIGATION SYSTEM LAYOUT WITH PLANTINGS. INTENT OF IRRIGATION SYSTEM IS TO PROVIDE WATER TO ALL PLANTING AND SEEDING AREAS REPRESENTED.
3. IRRIGATION PLAN IS DIAGRAMMATIC IN NATURE. FIELD ADJUSTMENT OF IRRIGATION COMPONENTS MAY BE NECESSARY TO AVOID CONFLICTS WITH EXISTING SITE CONDITIONS. REASONABLE CHANGES IN PIPE LAYOUT MAY BE MADE BY THE CONTRACTOR WITH THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
4. LINES SHOWN IN PAVEMENT ADJACENT TO TURF AREAS ARE TO BE LOCATED IN TURF.
5. SCHEDULE 40 PVC SLEEVES ARE REQUIRED UNDER ALL HARD SURFACES, EXISTING AND PROPOSED. CONTRACTOR SHALL INSTALL SLEEVES PER PLAN. ADDITIONAL SLEEVES MAY BE ADDED BY CONTRACTOR PER SPECIFICATION WITH OWNER'S APPROVAL. ALL PIPE SLEEVES SHALL BE 2 PIPE SIZES LARGER THAN PIPE TO BE INSTALLED THROUGH SLEEVE. PROVIDE SEPARATE SLEEVES FOR BOTH 120 V. AND 24 V. WIRING. WIRE SLEEVES SHALL BE 4" MINIMUM.
6. CONTRACTOR SHALL PROVIDE ALL DEVICES, WIRING, AND PROGRAMMING FOR A COMPLETE OPERATION SYSTEM.
7. ZONES WITH FLOWS THROUGH 30 GPM SHALL HAVE 1" CONTROL VALVES. ZONES WITH FLOWS 31 GPM AND GREATER SHALL HAVE 1-1/2" CONTROL VALVES PER MANUFACTURER'S RECOMMENDATIONS.
8. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
9. ADJUST AIR RELIEF VALVES TO COINCIDE WITH HIGH POINT IN MAINLINE. PROVIDE AS MANY AS NECESSARY. ADJUST MAINLINE DRAIN VALVE TO COINCIDE WITH LOW POINT IN MAINLINE.
10. CONTRACTOR SHALL MAINTAIN AN ACCURATE CURRENT AS-BUILT ON THE JOB AT ALL TIMES.
11. VALVE LOCATIONS ARE DIAGRAMMATIC IN NATURE.
12. IRRIGATION SYSTEM WILL CONNECT TO EXISTING PARK IRRIGATION SYSTEM. CONTRACTOR SHALL COORDINATE SYSTEM SHUT DOWN WITH PARKS DEPARTMENT SUPERINTENDENT. CONTACT COLE McQUILLAN 406-657-8367. EXISTING IRRIGATION SYSTEM COMPONENTS INCLUDE:
    - 12.1. WATERTRONICS BOOSTER PUMP: CONSTANT PRESSURE SYSTEM
    - 12.2. IRRIGATION CONTROLLER: RAINBIRD ESP-LXD 2 WIRE DECODER



IRRIGATION NOTES-BPR

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

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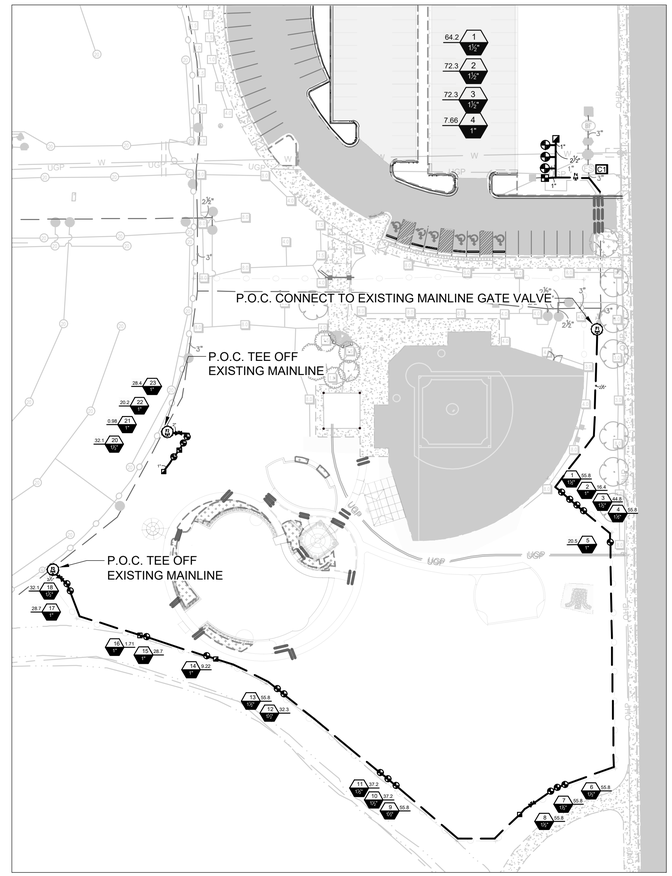
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L3.0

IRRIGATION NOTES-BPR

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EXISTING MAINLINE
EXISTING MAINLINE
EXISTING MAINLINE
DEMO AND CAP LATERAL LINE
DEMO AND CAP LATERAL LINE
RELOCATE EXISTING HEAD OUTSIDE FENCE
RELOCATE EXISTING HEAD
28.4 23 1"
20.2 22 1"
0.98 21 1"
32.1 20 1½"
32.1 18 1½"
28.7 17 1"
16 1.71 1"
15 28.7 1"
14 9.22 1"
13 55.8 1½"
12 32.3 1½"
11 37.2 1½"
10 37.2 1½"
9 55.8 1½"
8 55.8 1½"
7 55.8 1½"
6 55.8 1½"
20.5 5 1"
1 55.8 1½"
2 16.4 1"
3 44.8 1½"
4 55.8 1½"
P1
P2
P3
USGP
N
0 20 40 60 feet
1" = 20'



CONTEXT MAP / POINTS OF CONNECTION - N.T.S.

IRRIGATION PLAN-BPR

Landon's Inclusive Playground And Phase II Parking Lot

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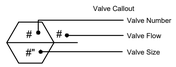
IRRIGATION PLAN-BPR

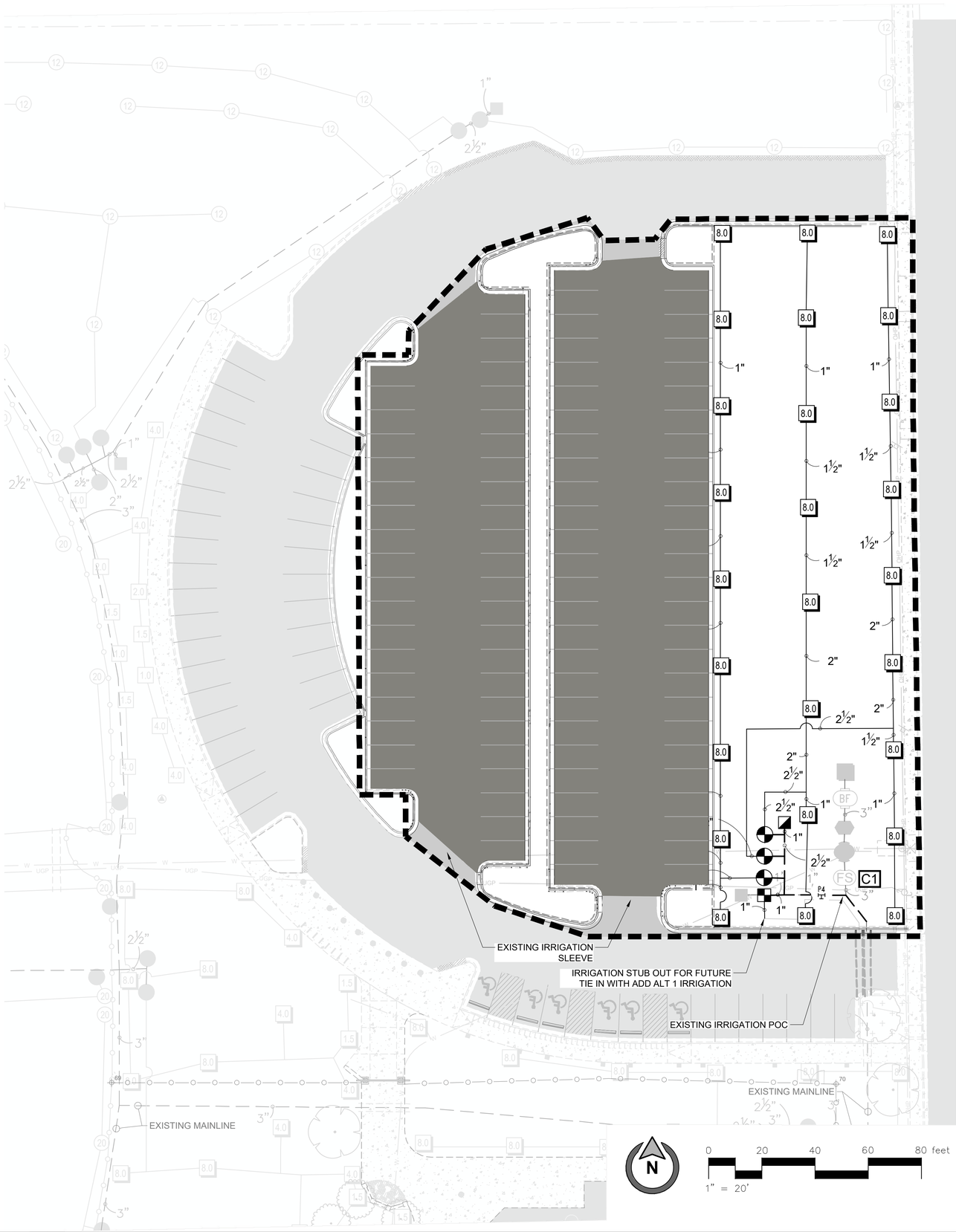
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IRRIGATION SCHEDULE PARKING LOT

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS	DETAIL
8.0	RAIN BIRD 5004-PC, FC 8.0 TURF ROTOR, 4.0" POP-UP, PLASTIC RISER. ADJUSTABLE AND FULL CIRCLE. STANDARD ANGLE NOZZLE.	26	45	8.03	35'	

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	RAIN BIRD PESB 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION. WITH SCRUBBER TECHNOLOGY FOR RELIABLE PERFORMANCE IN DIRTY WATER IRRIGATION APPLICATIONS.	3	
P4	POINT OF CONNECTION 3" NEW TAP OFF EXISTING MAINLINE	1	
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	957.8 L.F.	
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21	71.7 L.F.	





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PARKING LOT IRRIGATION PLAN - BPR

Landon's Inclusive Playground And Phase II Parking Lot

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PARKING LOT
IRRIGATION PLAN-BPR

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IRRIGATION SCHEDULE PARKING LOT — ADD ALT 1

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	AREA TO RECEIVE DRIP EMITTERS RAIN BIRD XB-PC SINGLE OUTLET, PRESSURE COMPENSATING DRIP EMITTERS. FLOW RATES OF 0.5GPH=BLUE, 1.0GPH=BLACK, AND 2.0GPH=RED. COMES WITH A SELF-PIERCING BARB INLET X BARB OUTLET.	3,194 S.F.	
	Emitter Notes: 0.5 GPH emitters (2 assigned to each 2 gal plant)		
	0.5 GPH emitters (3 assigned to each 5 gal plant)	240	
	0.5 GPH emitters (4 assigned to each B&B, 1.5"-2" plant)	52	
	0.5 GPH emitters (2 assigned to each 1 gal plant)	60	
	0.5 GPH emitters (3 assigned to each 3 gal plant)		
	0.5 GPH emitters (4 assigned to each B & B, 1.5"-2" plant)		

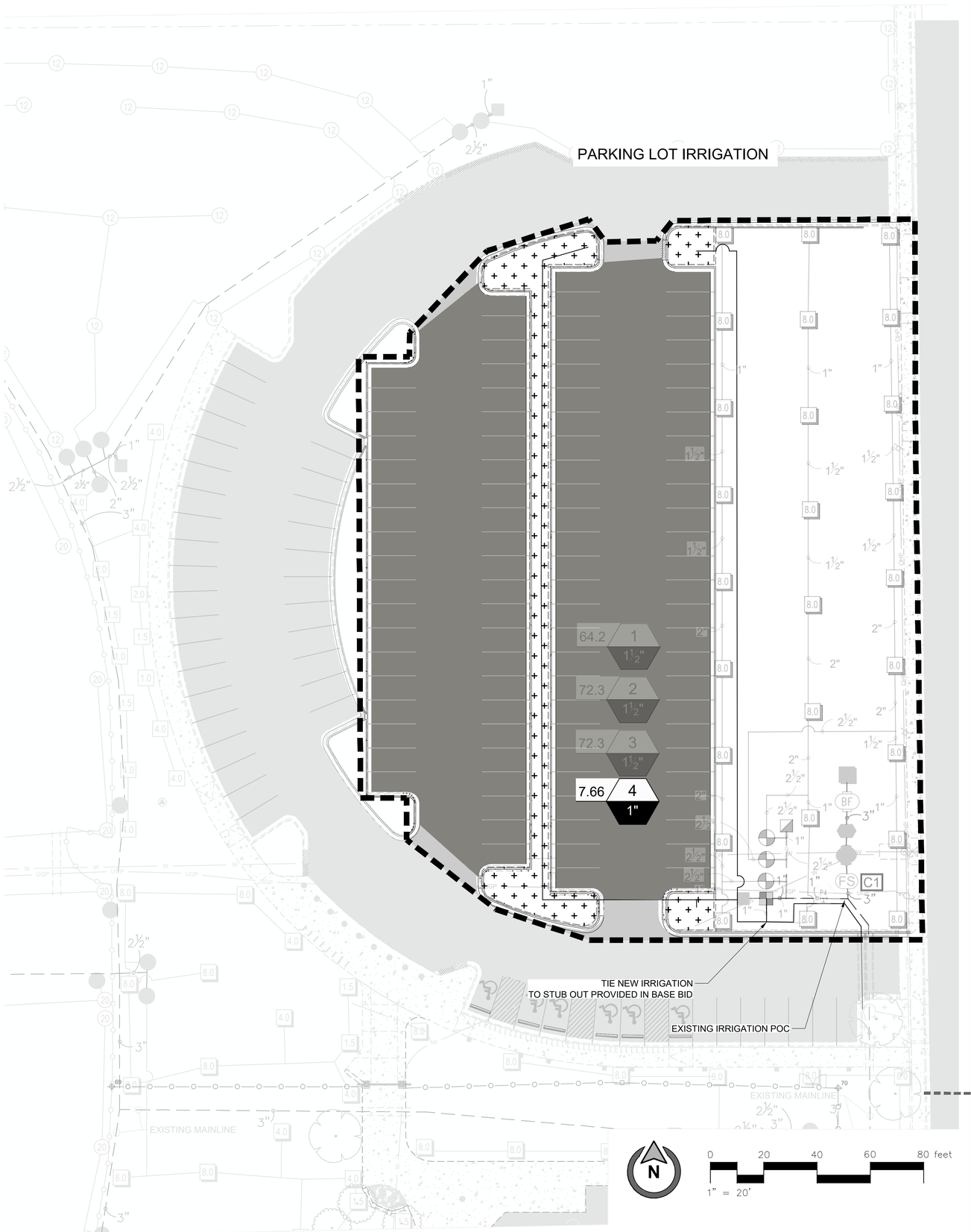
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	666.3 L.F.	

SUMMARY OF ALTERNATES-BPR

ADD ALTERNATE 1:
INSTALLATION OF PARKING PLANTING BEDS, TREES, SHRUBS AND IRRIGATION. ADD DRIP IRRIGATION TO PARKING LOT SHRUB BEDS. VALVE INCLUDED IN BASE BID.

IRRIGATION NOTES

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10. VALVE LOCATIONS ARE DIAGRAMMATIC IN NATURE.



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IRRIGATION ADD ALTERNATE 1 - BPR

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

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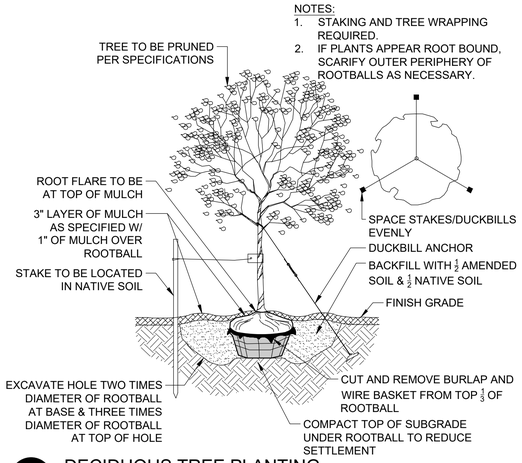
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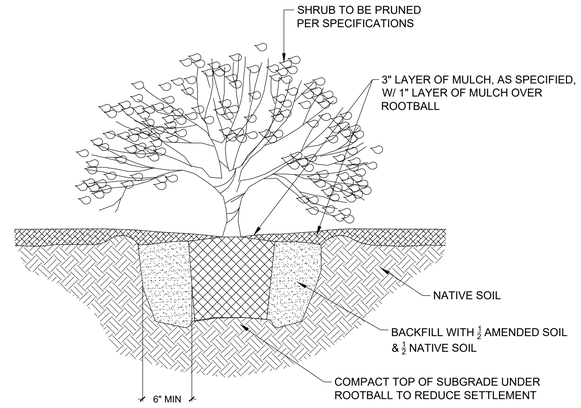
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IRRIGATION ADD ALTERNATE 1-BPR

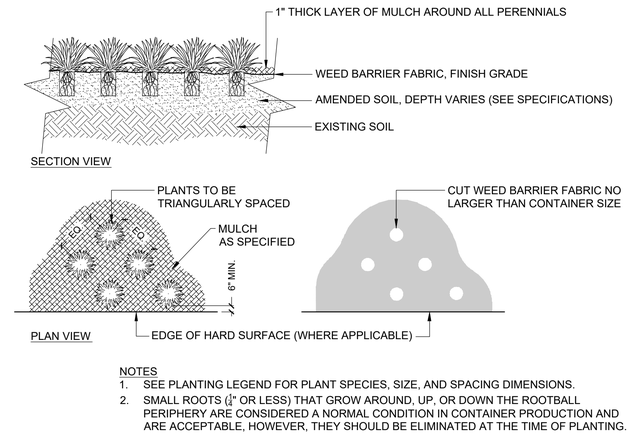
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1 DECIDUOUS TREE PLANTING
NTS

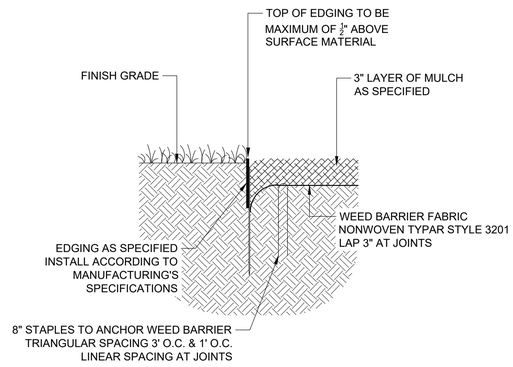


2 SHRUB PLANTING
NTS

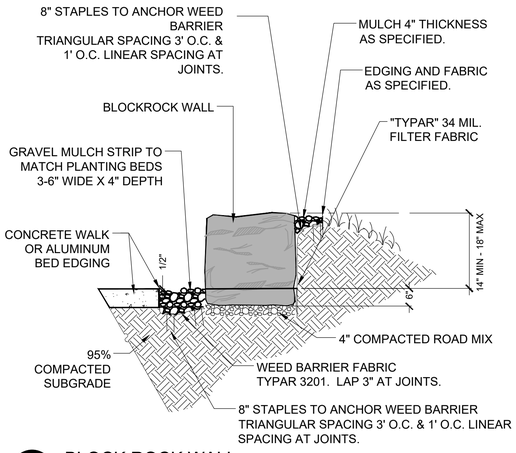


NOTES
1. SEE PLANTING LEGEND FOR PLANT SPECIES, SIZE, AND SPACING DIMENSIONS.
2. SMALL ROOTS (¼" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOTBALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE, HOWEVER, THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING.

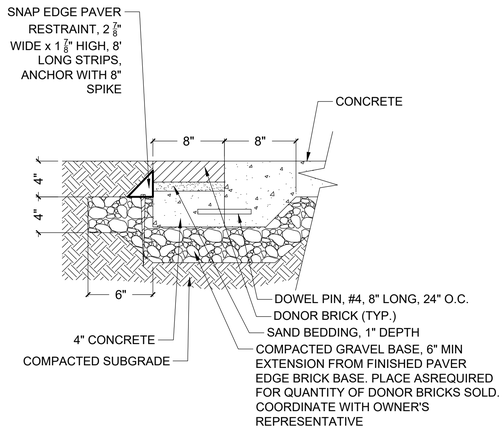
3 PERENNIAL/GROUNDCOVER PLANTING
NTS



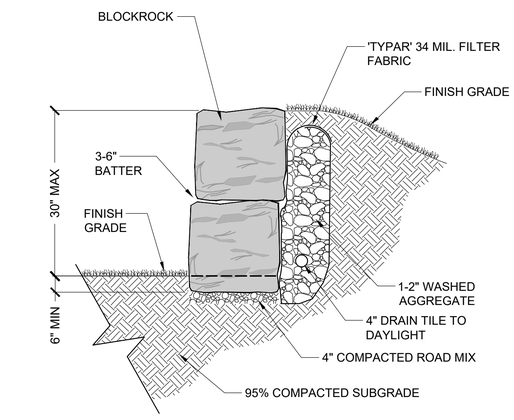
4 EDGING, MULCH, AND FABRIC
NTS



5 BLOCK ROCK WALL
NTS



6 DONOR BRICK DETAIL SECTION
NTS



7 BLOCKROCK WALL: MULTISTACK
NTS

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DETAILS-BPR

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

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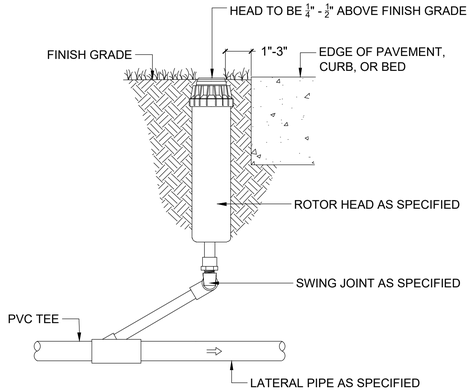
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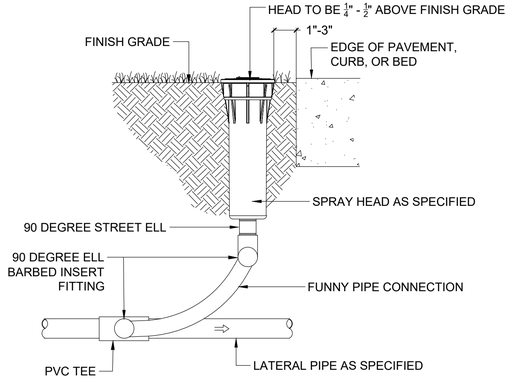
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DETAILS BPR

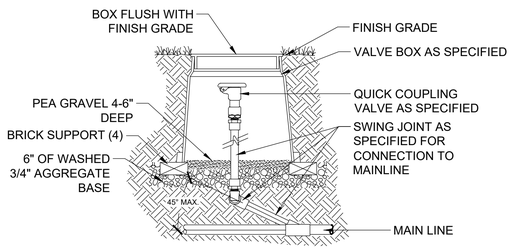
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1 ROTOR HEAD
NTS

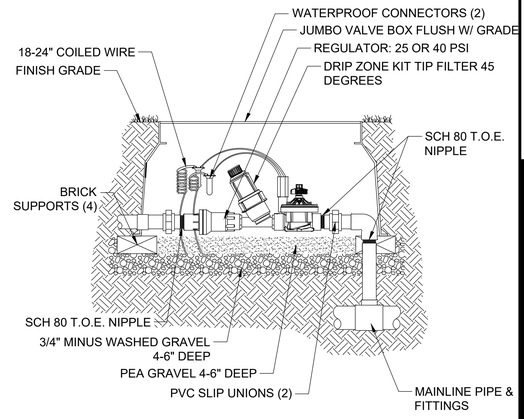


2 SPRAY HEAD
NTS

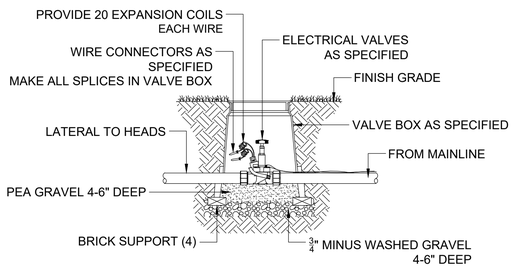


NOTES
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. PROVIDE VALVE BOX EXTENSIONS AS REQUIRED.
3. 3/4" WASHED GRAVEL TO BE EXTENDED 6" BELOW MAIN LINE.

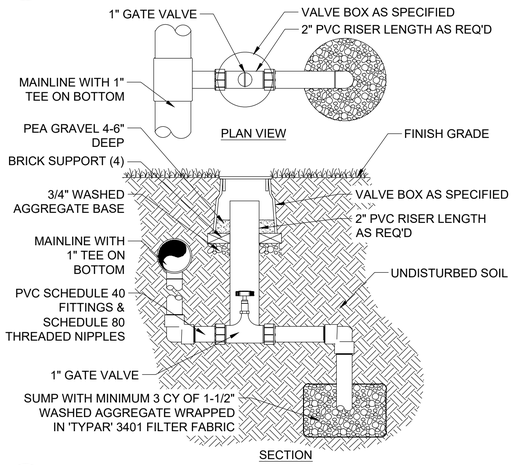
3 QUICK COUPLER
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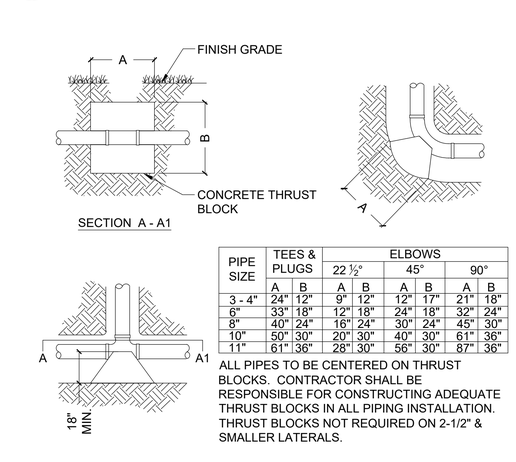
4 DRIP CONTROL VALVE
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5 REMOTE CONTROL VALVE
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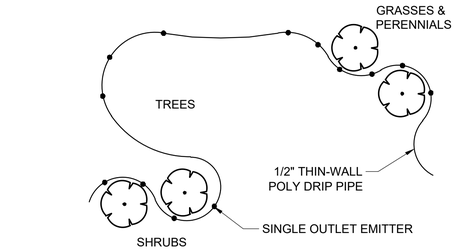
6 MAIN LINE DRAIN
NTS



PIPE SIZE	TEES & PLUGS		ELBOWS					
			22 ½°		45°		90°	
	A	B	A	B	A	B	A	B
3 - 4"	24"	12"	9"	12"	12"	17"	21"	18"
6"	33"	18"	12"	18"	24"	18"	32"	24"
8"	40"	24"	16"	24"	30"	24"	45"	30"
10"	50"	30"	20"	30"	40"	30"	61"	36"
11"	61"	36"	28"	30"	56"	30"	87"	36"

ALL PIPES TO BE CENTERED ON THRUST BLOCKS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING ADEQUATE THRUST BLOCKS IN ALL PIPING INSTALLATION. THRUST BLOCKS NOT REQUIRED ON 2-1/2" & SMALLER LATERALS.

7 THRUST BLOCKS
NTS



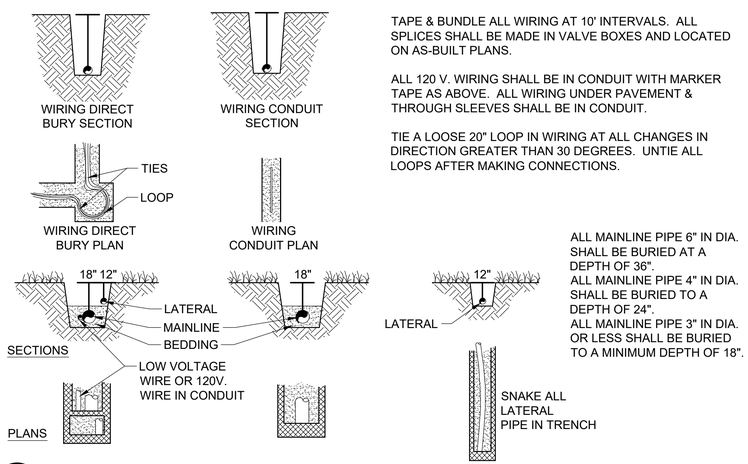
POINT SOURCE DRIP IRRIGATION NOTES:
1. INSTALL DRIP EMITTERS AS FOLLOWS:
   THREE - 1.0 GALLON PER HOUR EMITTERS PER TREE.
   TWO - 1.0 GALLON PER HOUR EMITTERS PER SHRUB.
2. LOCATE EMITTERS ON UPHILL SIDE OF PLANTS. ON SLOPES PROVIDE WATER RETENTION BASIN AROUND PLANTS TO ALLOW WATER TO POOL.

8 POINT SORCE DRIP
NTS

TAPE & BUNDLE ALL WIRING AT 10' INTERVALS. ALL SPLICES SHALL BE MADE IN VALVE BOXES AND LOCATED ON AS-BUILT PLANS.

ALL 120 V. WIRING SHALL BE IN CONDUIT WITH MARKER TAPE AS ABOVE. ALL WIRING UNDER PAVEMENT & THROUGH SLEEVES SHALL BE IN CONDUIT.

TIE A LOOSE 20" LOOP IN WIRING AT ALL CHANGES IN DIRECTION GREATER THAN 30 DEGREES. UNTIE ALL LOOPS AFTER MAKING CONNECTIONS.



ALL MAINLINE PIPE 6" IN DIA. SHALL BE BURIED AT A DEPTH OF 36".
ALL MAINLINE PIPE 4" IN DIA. SHALL BE BURIED TO A DEPTH OF 24".
ALL MAINLINE PIPE 3" IN DIA. OR LESS SHALL BE BURIED TO A MINIMUM DEPTH OF 18".

9 TRENCHING DETAILS
NTS

MONTANA — Registered Professional Engineer — Registered Landscape Architect

DETAILS-BPR

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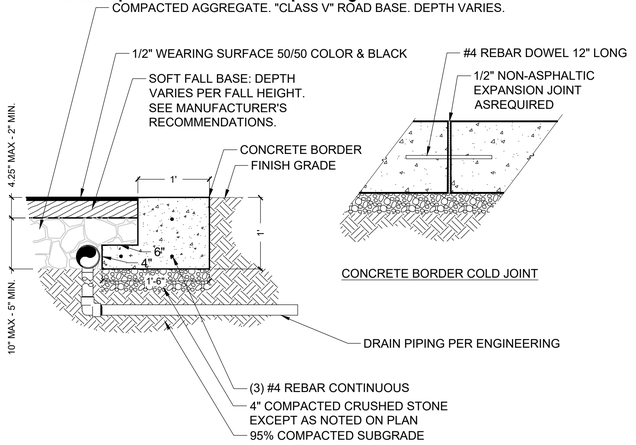
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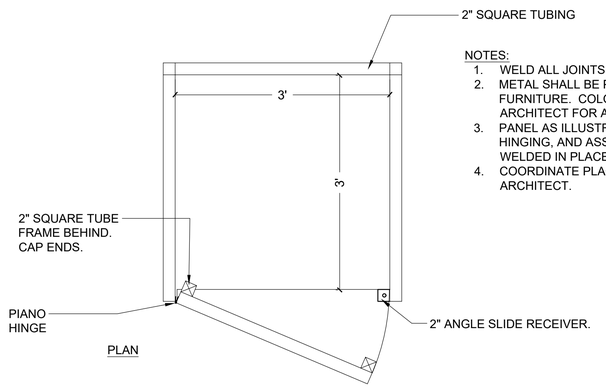
DETAILS BPR

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1 PLAY SURFACING & CONCRETE BORDER

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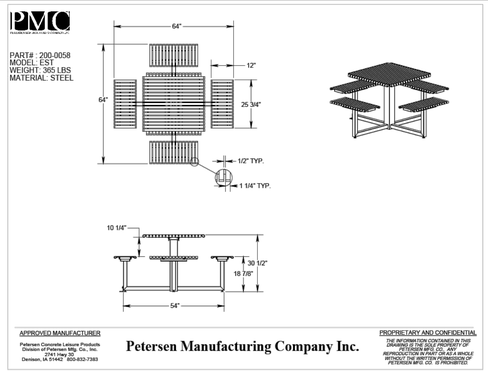




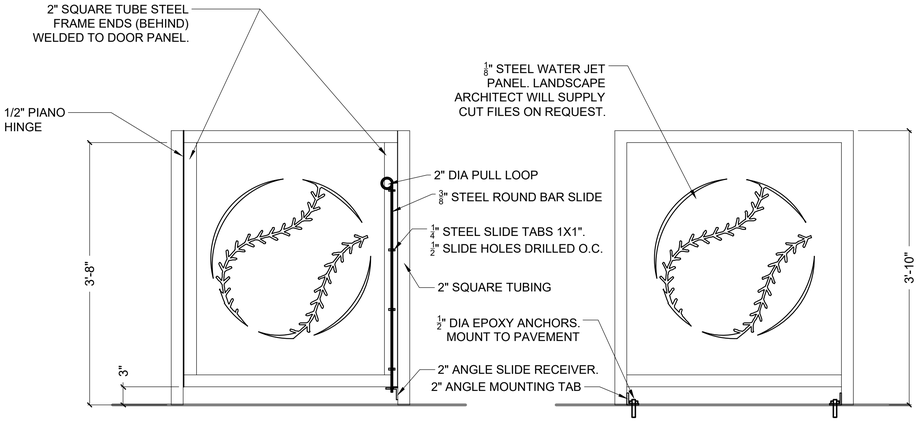
PLAN

NOTES:
1. WELD ALL JOINTS CONTINUOUS UNLESS OTHERWISE SPECIFIED
2. METAL SHALL BE POWDER COAT FINISH GLOSS BLACK TO MATCH SITE FURNITURE. COLOR SAMPLE SHALL BE PROVIDED TO LANDSCAPE ARCHITECT FOR APPROVAL.
3. PANEL AS ILLUSTRATED ON DOOR ELEVATION, EXCLUDING BACKING FRAME, HINGING, AND ASSOCIATED SLIDE TABS AND BRACKETRY, SHALL BE WELDED IN PLACE ON THE REMAINING 3 SIDES OF ENCLOSURE.
4. COORDINATE PLACEMENT OF TRASH ENCLOSURE WITH LANDSCAPE ARCHITECT.

4 PLAYGROUND TABLE



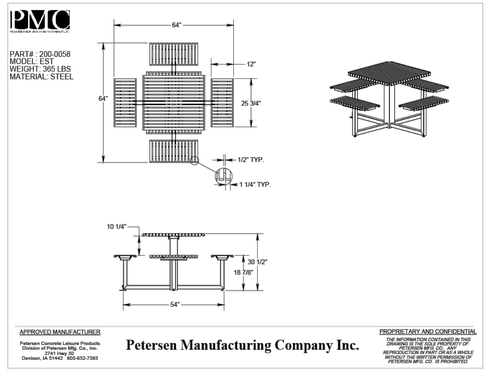
NOTES:
1. POWDER COAT BLUE TO MATCH EXISTING FURNITURE.
2. AS PROVIDED BY KEEPER GOALS OR APPROVED EQUAL.



DOOR ELEVATION

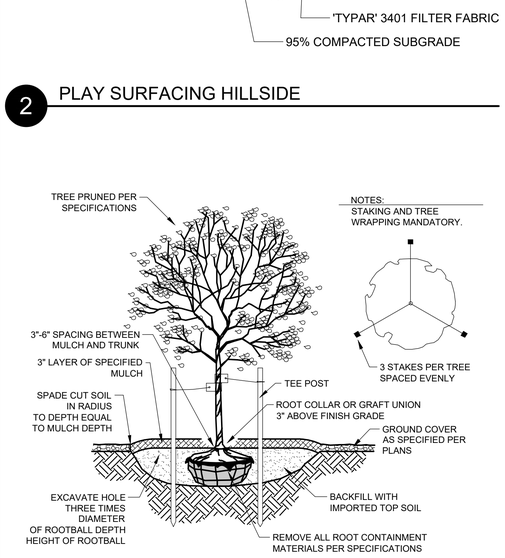
SIDE PANEL ELEVATION

5 PLAYGROUND TABLE - ADA

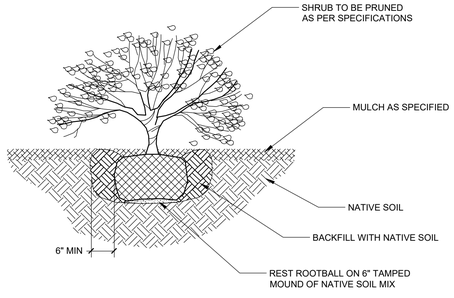


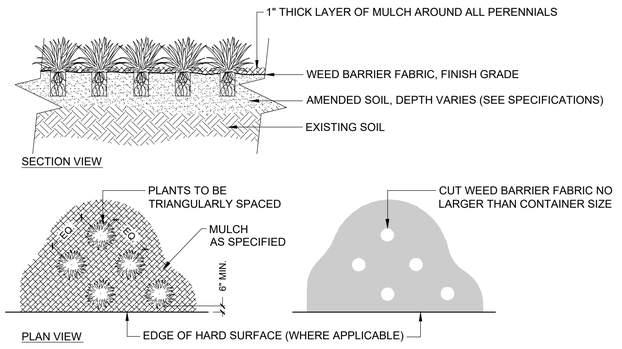
NOTES:
1. POWDER COAT BLUE TO MATCH EXISTING FURNITURE.
2. AS PROVIDED BY KEEPER GOALS OR APPROVED EQUAL.

2 PLAY SURFACING HILLSIDE



3 TRASH CAN ENCLOSURE





SECTION VIEW

PLAN VIEW

NOTES
1. SEE PLANTING LEGEND FOR PLANT SPECIES, SIZE, AND SPACING DIMENSIONS.
2. SMALL ROOTS (¼" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOTBALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE, HOWEVER, THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING.

6 DECIDUOUS TREE PLANTING

NTS

7 SHRUB PLANTING

1" = 1'-0"

8 PERENNIAL/GROUNDCOVER PLANTING

NTS

MONTANA
Registered
LANDSCAPE
ARCHITECT
STEVEN
REGISTERED
LANDSCAPE
ARCHITECT

DETAILS-LLF

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

Revision	Date
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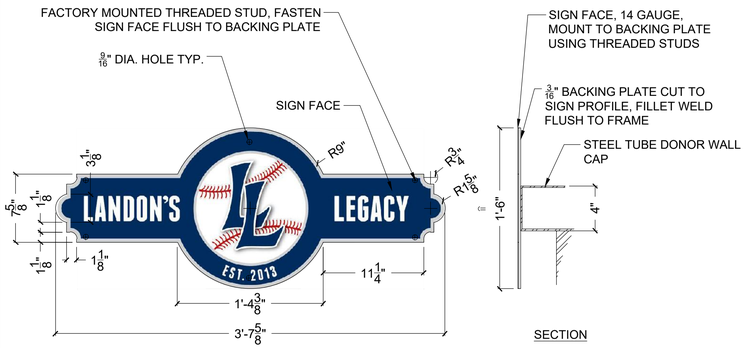
Drawn By: MV
Checked By: SR
Job Code: 2223

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1670 S 48th St. West Billings, MT 59106

L4.3

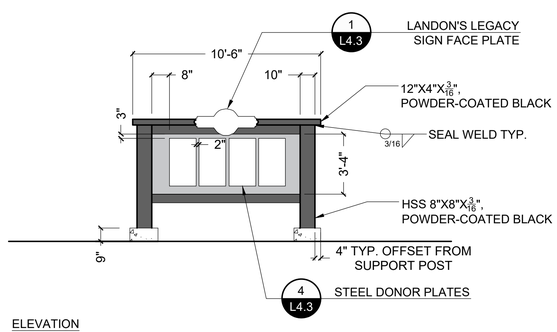
DETAILS LLF

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NOTES
1. SIGN FACE AS PROVIDED BY KVO, PORCELAIN ENAMEL, OR APPROVED EQUAL
2. ARTWORK AND CUT FILES TO BE PROVIDED BY LANDSCAPE ARCHITECT

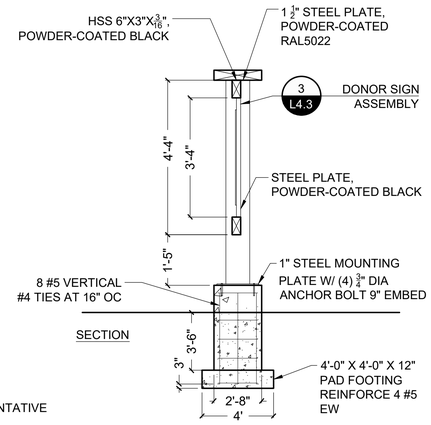
1 LANDON'S LEGACY SIGN FACE PLATE
NTS

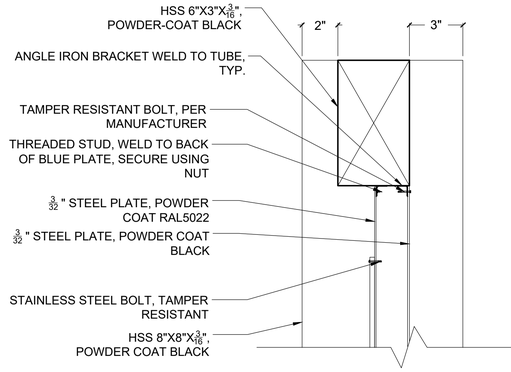


ELEVATION

NOTES
1. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY OWNERS REPRESENTATIVE

2 DONOR WALL
NTS



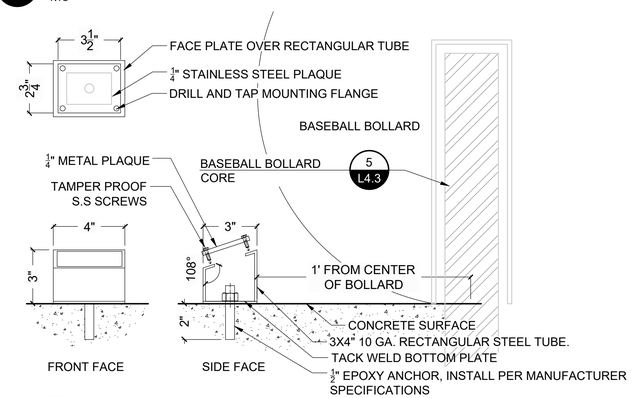


3 DONOR SIGN ASSEMBLY
NTS



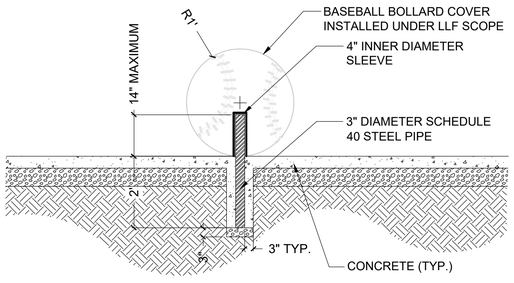
NOTES
1. STAINLESS STEEL PLATES TO BE ENGRAVED BY 'ENGRAVEABLES CUSTOM LASER' SHOP @ (406)245-1681 OR APPROVED EQUAL.
2. ARTWORK PROVIDED BY LANDSCAPE ARCHITECT.

4 STEEL DONOR PLATES
NTS



NOTES
1. STAINLESS STEEL PLATES TO BE ENGRAVED BY 'ENGRAVEABLES CUSTOM LASER' SHOP @ (406)245-1681 OR APPROVED EQUAL
2. ARTWORK PROVIDED BY LANDSCAPE ARCHITECT.
3. POWDER COAT STEEL MOUNTING BLOCK BLACK.

5 BASEBALL BOLLARD CORE
NTS

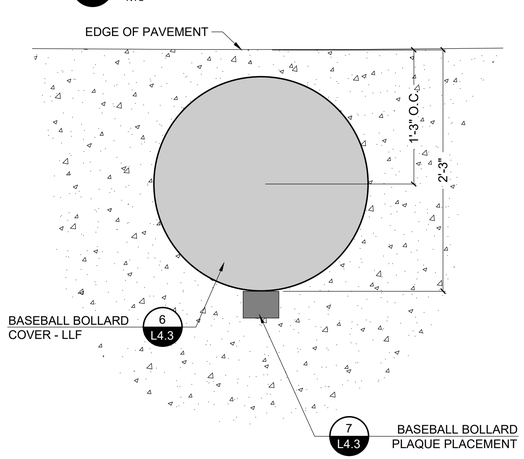


NOTES
1. BOLLARDS TO BE SPACED 7' O.C., WITH 2' OFFSET FROM BACK OF CURB. REFER TO PLAN FOR FINAL LOCATIONS.
2. BASEBALL BOLLARDS TO BE FULL COLOR, 24" DIAMETER, AS PROVIDED BY PARK WAREHOUSE @ (877)344-9205 OR APPROVED EQUAL.



NOTES
1. BASEBALL BOLLARDS TO BE FULL COLOR, 24" DIAMETER, AS PROVIDED BY PARK WAREHOUSE @ (877)344-9205 OR APPROVED EQUAL.
2. BOLLARD COVER INSTALL IS UNDER LLF SCOPE.

6 BASEBALL BOLLARD COVER - LLF
NTS



7 BASEBALL BOLLARD PLAQUE PLACEMENT
NTS

8 BOLLARD AND PLAQUE PLAN VIEW

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1670 S 48th St. West Billings, MT 59106

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

DETAILS-LLF

Issue Date: 12.08.2023

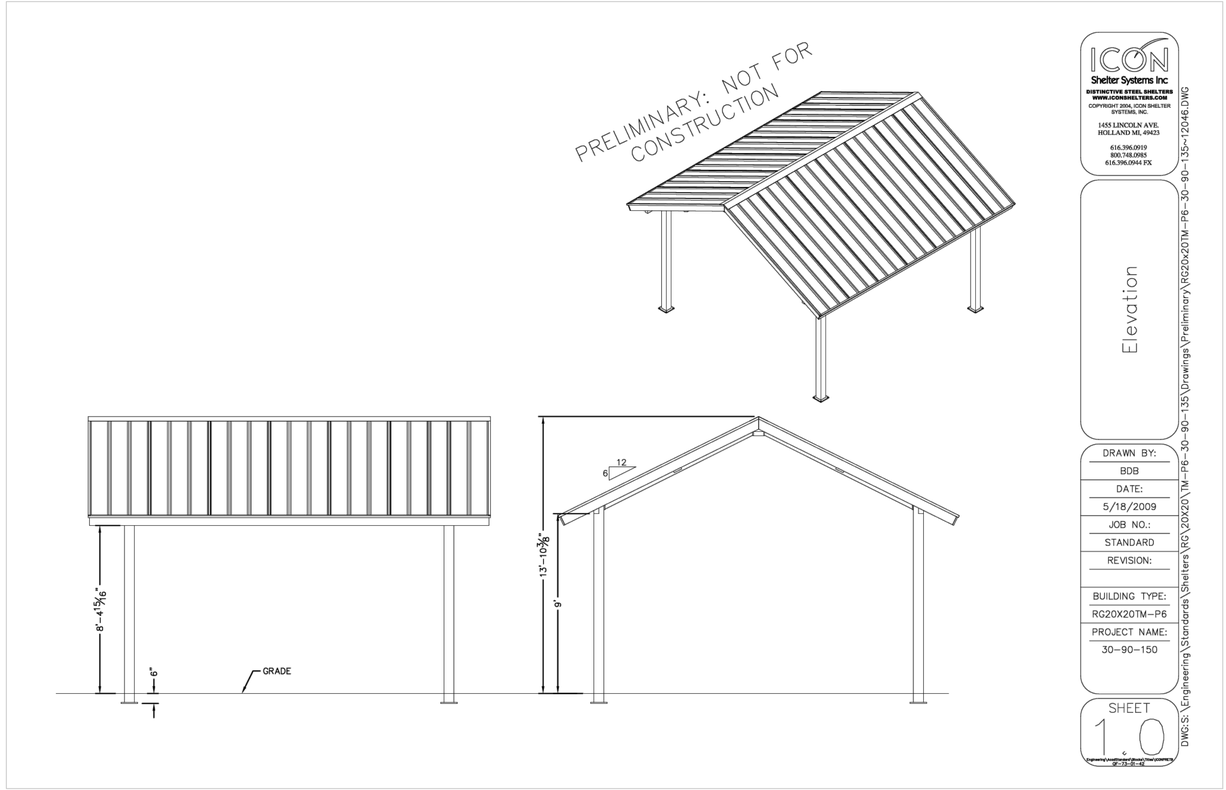
Revision	Date
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Drawn By: MV
Checked By: SR
Job Code: 2223

L4.4

DETAILS LLF

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DISTINCTIVE STEEL SHELTERS
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1455 LINCOLN AVE.
HOLLAND MI, 49423

616.396.0919
800.748.0985
616.396.0944 FX

Elevation

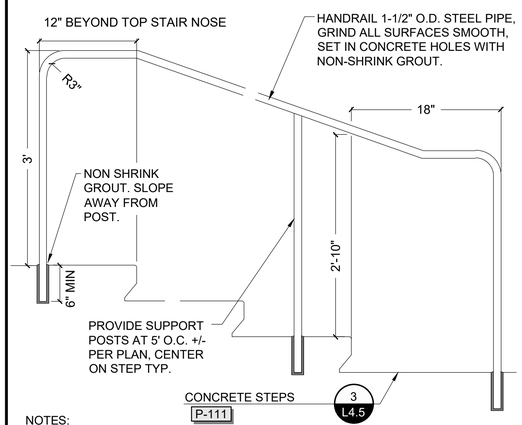
DRAWN BY:	BDB
DATE:	5/18/2009
JOB NO.:	STANDARD
REVISION:	
BUILDING TYPE:	RG20X20TM-P6
PROJECT NAME:	30-90-150

SHEET 1.0

DWG:S:\Engineering\Standards\Shelters\RG\20X20\TM-P6-30-90-135\Drawings\Preliminary\RG20x20TM-P6-30-90-135-120413.DWG

NOTES:
1. CONTACT MIKE DUNN WITH PARK AND PLAY USA 1-701-515-0022.
2. WOOD ROOF DECKING FINISHED WITH NATURAL COLOR & CLEAR COAT
3. SHELTER ROOF: STANDING SEAM, CHARCOAL COLOR
4. STEEL FRAME POWDER COAT COLOR: JET BLACK GLOSSY

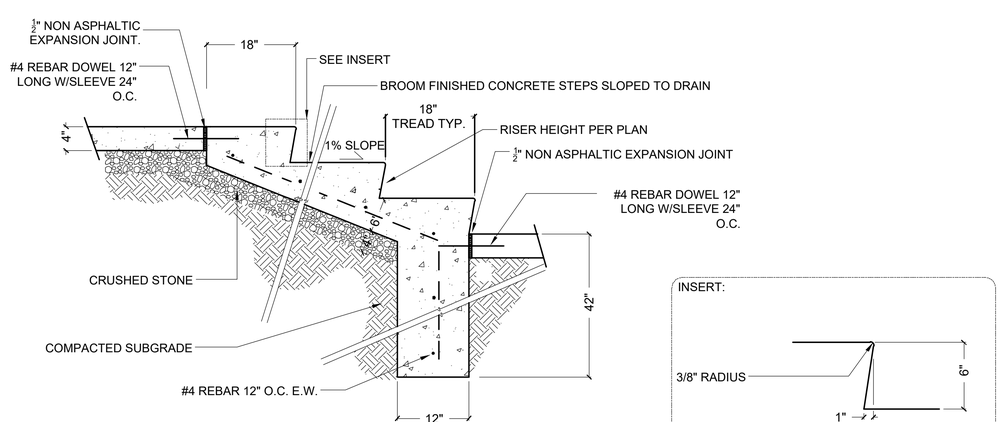
1 PICNIC SHELTER DETAIL



NOTES:
1. ANGLE OF HANDRAIL TO BE PARALLEL WITH ANGLE OF STEPS & RAMPS.
2. POWDER COAT ALL STEEL GLOSS BLACK

2 HANDRAIL

NTS



3 CONCRETE STEPS

NTS

MONTANA
LICENSED
LANDSCAPE
ARCHITECT

DETAILS-LLF

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

Revision	Date
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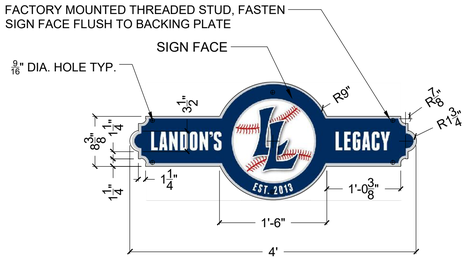
Drawn By: MV
Checked By: SR
Job Code: 2223

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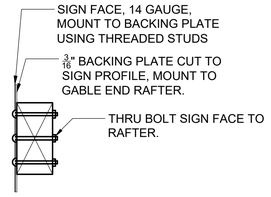
L4.5

DETAILS LLF

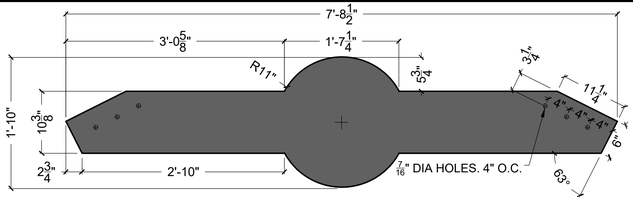
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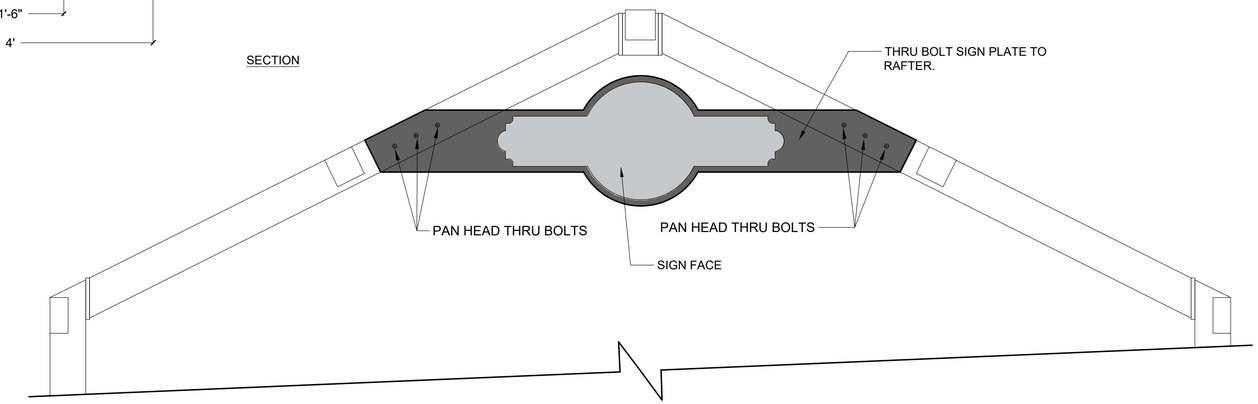
SIGN FACE



SECTION

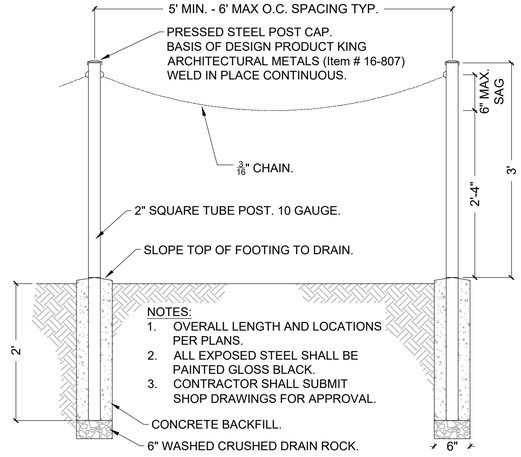


SIGN PLATE



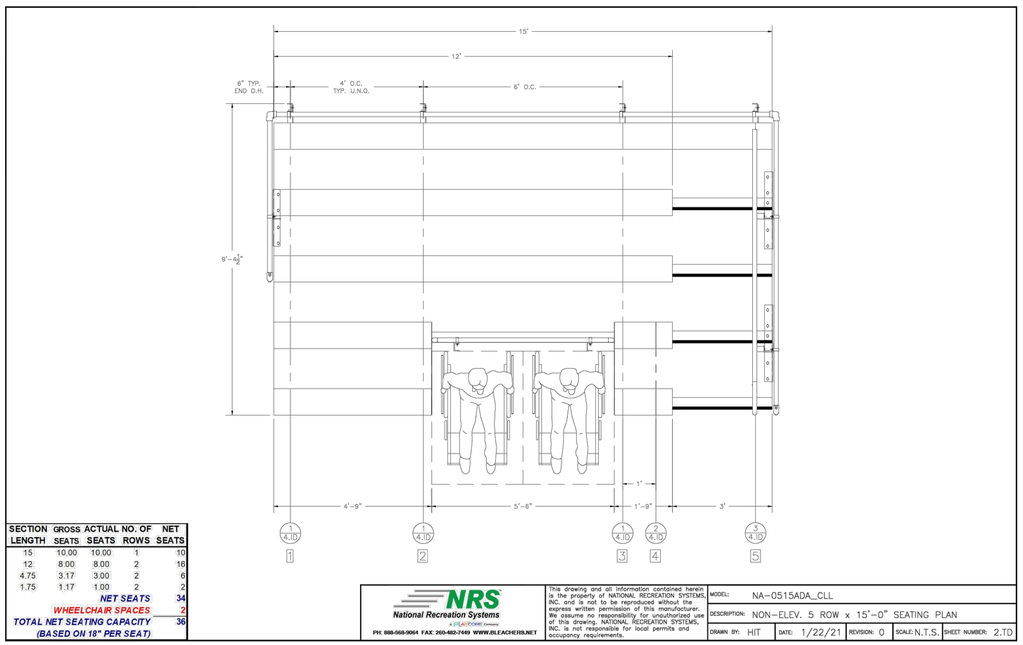
NOTES
1. SIGN FACE AS PROVIDED BY KVO, PORCELAIN ENAMEL, OR APPROVED EQUAL
2. ARTWORK AND CUT FILES TO BE PROVIDED BY LANDSCAPE ARCHITECT
3. POWDER COAT BACKING PLATE TO MATCH SHELTER FRAME.

1 SHELTER SIGN



2 GUARD CHAIN

NTS



SECTION LENGTH	GROSS SEATS	ACTUAL SEATS	NO. OF ROWS	NET SEATS
15	10.00	10.00	1	10
12	8.00	8.00	2	16
4.75	3.17	3.00	2	6
1.75	1.17	1.00	2	2
		NET SEATS		34
		WHEELCHAIR SPACES		2
		TOTAL NET SEATING CAPACITY (BASED ON 18" PER SEAT)		36

National Recreation Systems
a PLAYCORE company
PH: 888-569-9064 FAX: 260-482-7449 WWW.BLEACHERS.NET

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MODEL: NA-0515ADA_CLL
DESCRIPTION: NON-ELEV. 5 ROW x 15'-0" SEATING PLAN
DRAWN BY: HIT | DATE: 1/22/21 | REVISION: 0 | SCALE: N.T.S. | SHEET NUMBER: 2.TD

NOTES:
1. BLEACHERS AS PROVIDED BY KEEPER GOALS.
2. INSTALL PER MANUFACTURER RECOMMENDATIONS.

3 BLEACHER DETAIL

NTS

MONTANA
Registered
STEVEN
RAY
LAND
SURVEYOR
REGISTERED
LANDSCAPE
ARCHITECT

DETAILS-LLF

Landon's Inclusive Playground And Phase II Parking Lot

BILLINGS, MT

Issue Date: 12.08.2023

Revision	Date
-	-
-	-
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Drawn By: MV
Checked By: SR
Job Code: 2223

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L4.6

DETAILS LLF

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INVITATION TO BID

Separate sealed bids for the construction of LANDON'S INCLUSIVE PLAYGROUND AND PHASE II PARKING LOT POLY VISTA PARK will be received by the City of Billings City Clerk, 210 N. 27th Street, Billings, MT 59101 or P.O. Box 1178, Billings, MT 59103 until 2:00 p.m. local time on Tuesday, January 23rd 2024, and then publicly opened and read aloud via Facebook Live on the City's Facebook page: https://www.facebook.com/Billings-MT-City-Government-74352842013/. No hand delivered bids will be accepted. Bid tabulations will be posted for public viewing after the bids have been opened.

The project consists of a base bid and 1 additive alternates:

Base Bid scope includes: Site demo, Mass grading, Site utilities modification, Parking lot construction, Retaining wall construction, Sidewalks, Irrigation expansion, Planting and Seeding in Poly Vista Park in Billings Montana.

Additive Alternate 1 scope includes: Parking lot planting - trees, shrubs, perennials and associated irrigation.

The contract documents consisting of Drawings and Project Manual may be examined or obtained at the office of Land Design Inc., 1670 South 48th Street West, Billings, MT 59106 in accordance with Article 2.01 of Instructions To Bidders. Required deposit is $100.00 per set, which is not refundable. Per article 13.13 of the City of Billings Standard Modifications to the Montana Public Works Standard Specifications Sixth Edition - Instructions to Bidders, "Bidders must be on the official plan holders list and must purchase contract documents." Please call ahead to arrange a pickup time (406)-655-3550. Provide 2 hours advance notice minimum.

In addition, the Drawings and Project Manual may also be examined at the following locations: Billings Builders Exchange, 2050 Broadwater Avenue, Suite A, Billings, MT 59102.

There will be a Pre-Bid Conference on-site in the parking lot of Poly Vista Park in Billings, MT at 2 pm on January 10th, 2024. Interested CONTRACTORS are encouraged to attend.

CONTRACTOR and any of the CONTRACTOR'S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the laws of Yellowstone (County) and the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the CITY OF BILLINGS, MT, in an amount not less than ten percent (10%) of the

total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided.

No bid may be withdrawn after the scheduled time for the public opening of bids, which is 2 p.m. local time, Tuesday January 23rd, 2024.

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

The City of Billings is an Equal Opportunity Employer.

Published on December 8th, 15th, and 22nd 2023.

Denise R. Bohlman
City Clerk
P.O. Box 1178
Billings, MT 59103

Dept: Billings Parks and Recreation Department

Published: December 8th 2023
December 15th 2023
December 22nd 2023

City Council Regular

Date: 02/12/2024
Title: W.O. 24-07: Safe Routes to School Projects, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 24-07: Safe Routes to School Projects, to Knife River Billings, in the amount of $355,858.50.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

W.O. 24-07: Safe Routes to School Projects will improve safety along multi-modal routes at four separate locations adjacent to elementary schools as recommended by the prioritized list of projects in the 2022 Safe Routes to School Plan.

This project includes the following improvements:

- 19th Street West & Avenue E (Rose Park Elementary) - Curb extensions, accessible pedestrian ramps, high visibility pavement markings, and speed humps.
- 8th Street West & Wyoming Avenue (Broadwater Elementary) - Curb extensions and high visibility pavement markings.
- Jackson Street & Frances Avenue (Orchard Elementary) - Curb extensions and high visibility pavement markings.
- Governors Boulevard & Constitution Avenue (Eagle Cliffs Elementary) - Curb extensions, accessible pedestrian ramps, high visibility pavement markings, new pedestrian push buttons, and traffic signal modifications.

These projects were selected from the high impact project list in the 2022 Billings Safe Routes to School Plan Update.

W.O. 24-07: Safe Routes to School Projects was advertised on December 15, December 22, and December 29, 2023; and January 5 and January 12, 2024 in the *Yellowstone County News* and on the City's website. Bids were opened on January 16, 2024 and three bids were received. Knife River Billings submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Approve W.O. 24-07 Safe Routes to School Projects to Knife River in the amount of $355,858.50; or,
- Not approve a contract and reject all bids. If the project is not approved, the four elementary school routes will not be enhanced for improved safety.

FISCAL EFFECTS

The following bids were received:

Contractor	Base Bid
Knife River	$355,858.50
Weave Construction	$394,465.00
Askin Construction	$399,285.00

The project was budgeted in FY24 using SMD2 Funds. Adequate funds are available to award the project.

City Council Regular
Date: 02/12/2024
Title: W.O. 24-19: Arnold Drain Intake Structure, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION
Staff recommends that City Council award a contract for W.O. 24-19: Arnold Drain Intake Improvements, Schedule 2, to Earth Movers Excavation, Inc. in the amount of $84,112.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
W.O. 24-19, Arnold Drain Intake Improvements, is a project to reconstruct the intake structure within the Arnold Drain where stormwater runoff from the open section of the drain enters the City's stormwater pipe network near Broadwater Avenue and 30th Street West. The Arnold Drain is located on the north side of Broadwater adjacent to Peter Yegan Golf Course. The Arnold Drain is a City-managed facility and accepts stormwater, groundwater and irrigation runoff from a roughly three square mile drainage area. In certain storm events, the existing undersized intake structure becomes overwhelmed, causing the drain to back up and cause localized flooding within adjacent residential neighborhoods to the south. This project improves the capacity and resiliency of the intake structure to reduce downstream flooding.

This project was bid with two schedules. Schedule 1 designed the intake structure as a 96-inch round manhole. Schedule 2 designed the intake structure as a 10-foot x 4-foot rectangular box structure. The project was designed in two different ways to allow for greater competition in installation and manufacturing of the intake structure. The 10-foot x 4-foot rectangular box structure provides enhanced hydraulics over the 96 -inch round manhole design and is the preferred schedule to award. Given the low bid for both schedules is the same, staff recommends awarding Schedule 2.

The project was advertised on December 29, 2023, January 5 and January 12, 2024, in the Yellowstone County News and on the City's website. Bids were opened on January 16, 2024, and six bids were received. Earth Movers Excavation, Inc., submitted the lowest, responsible bid for the desired schedule.

STAKEHOLDERS

ALTERNATIVES
City Council may:

- Award W.O. 24-19: Arnold Drain Intake Improvements, to Earth Movers Excavation in the amount of $84,112; or,
- Do not award a contract and reject all bids. If the project is not awarded, drainage improvements along the Arnold Drain cannot be completed and adjacent neighborhoods remain at risk of localized flooding during certain storm events.

FISCAL EFFECTS
The following bids were received:

CONTRACTOR	Schedule 1: 96-Inch Round Manhole: Total Bid Price	Schedule 2: 10 foot x 4 foot Rectangular Box: Total Bid Price
Earth Movers Excavation	$84,112.00	$84,112.00
Martin Construction	$114,845.92	$114,885.92

Askin Construction	$118,235.00	$119,950.00
COP Construction	$139,554.00	$139,554.00
Western Municipal Construction	$140,920.00	$150,320.00
JR Civil	$159,756.00	$172,256.00

The project was budgeted in FY24 using Storm Funds from the Annual Storm Rehabilitation Program. Adequate funds are available to award the project. Remaining funds will be used for materials testing, construction observation, construction contract administration, and any construction change orders.

City Council Regular

Date:	02/12/2024
Title:	Contract for scanning services with DIS Technologies
Presented by:	Jessica Fust, Building Official
Department:	City Hall Administration
Presentation:	No
Legal Review:	Template Contract
Project Number:	N/A

RECOMMENDATION

Staff recommends award of a contract to DIS Technologies to scan to PDF all hard-copy Building Division documents (including plan sets, tech manuals, and permits) at a cost of $113,394.80.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The Building Division intends to convert all hard-copy documents to digital format prior to moving to New City Hall. Doing this will make records readily available to both staff and citizens in need of the data, require less storage space at the new facility, as well as comply with all state records retention laws. The scanning project will include collecting the plans and documents from their current location at the Miller Building and having them scanned, indexed, and destroyed after the City receives the digital files and approves them to be destroyed. Digital files will be saved and backed up in multiple locations as required by retention laws.

The State of Montana is a participating agency in cooperative purchasing contract SPM15-2895P. Therefore, pursuant to MCA 18-4-402, the City may take advantage of the cost savings realized by the State's volume purchasing without further competition.

ALTERNATIVES

City Council may:

- Approve a contract award with DIS Technologies; or,
- Decline approval of the recommended action and provide further direction to staff.

FISCAL EFFECTS

The total price for the scanning project is $113,394.80.

The Building Division budgeted $75,000 in FY24 for digitizing plans prior to the move to New City Hall. Building Division reserves will cover the remaining contract cost.

Attachments

Service Agreement

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **DIS Technologies,** of PO Box 20457, Billings MT 59104 hereinafter referred to as "**CONTRACTOR**."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to scan and digitize paper Building Division records , more accurately described in the quote dated 12/18/2023 attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on December 31, 2024. The parties may extend this **AGREEMENT**, by mutual concurrence, for 90 days, in writing prior to its termination.
3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** One hundred thirteen thousand three hundred ninety four dollars and eighty cents ($113,394.80) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over

and above the contract amount. The parties must agree upon any extra charges in writing.

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the **CITY** shall pay, net of applicable withholding tax, if any, the **CONTRACTOR** for said invoice within thirty (30) days after receipt.

If partial payment is requested by **CONTRACTOR**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONTRACTOR**.

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **CONTRACTOR'S** discretion.

6. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONTRACTOR** is an independent contractor for purposes of this **AGREEMENT** and may not to be considered an employee of the **CITY** for any purpose. **CONTRACTOR** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONTRACTOR** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONTRACTOR** and any third parties.

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.

B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring

during the course of or as a result of the performance of the **AGREEMENT**.

C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONTRACTOR'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

D. Indemnify and hold **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.

E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.

F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

8. <u>INSURANCE</u>:

A. The **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONTRACTOR** shall provide the following insurance:

- Workers' compensation and employer's liability coverage as required by Montana law.

- Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
- Automobile liability -- $1,500,000 per accident.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

CONTRACTOR shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONTRACTOR** shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

CONTRACTOR shall furnish **CITY** with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

9. **WARRANTY: CONTRACTOR** warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

10. **COMPLIANCE WITH LAWS: CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

11. **NONDISCRIMINATION:**

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964,

the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

B. The **CONTRACTOR** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The **CONTRACTOR** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONTRACTOR'S** legal duty to furnish information.

C. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.

D. The **CONTRACTOR** shall comply with all applicable federal, state, and city

laws concerning the prohibition of discrimination.

E. The **CONTRACTOR** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**.

F. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12. **DEFAULT AND TERMINATION:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**. In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

If either party fails to comply with any condition of this **AGREEMENT** at the time or in the manner provided for, the other party may, at its option, terminate this **AGREEMENT** and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.

13. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Leigh Mackie and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Jocelin Staton.

14. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

15. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

17. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR's** work product.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

WILLIAM COLE,
MAYOR

APPROVED AS TO FORM:

By_____
CITY ATTORNEY'S OFFICE

_____
DIS TECHNOLOGIES (CONTRACTOR)

_____
SIGNATURE

_____
PRINT NAME

_____
PRINT TITLE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

EXHIBIT A

Scope of work

- DIS Technologies shall transport all identified paper records from the City to DIS.
- DIS shall scan all records to PDF, index files, and return to the City on USB drives.
- Records to be scanned shall include an estimated 253 boxes of mixed-size paper documents ranging from large-format plan sets to 8.5” x 11” technical manuals.
- DIS shall destroy records after receiving written approval from City staff.

City Council Regular

Date:	02/12/2024
Title:	New City Hall Elevator Modernization
Presented by:	John Caterino, Facilities Manager
Department:	City Hall Administration
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that Council approve and award a contract for elevator modernization at New City Hall to TK Elevator Corporation for $768,574.00.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

New City Hall has a three-car hoistway that utilizes a geared machine traction elevator system and serves six stories. The elevator controls and equipment are Dover Traflomatic IV and were installed in 1996. The average useful life of a traction elevator system is 30 years. Due to the age and condition of the equipment and the fact that the equipment will have to be replaced in 5-10 years it makes sense to modernize during the build-out to ensure security requirements are met and continuity of services are maintained post-occupancy.

Additionally, other major obstacles that we currently face with the existing equipment are:
- The controls are obsolete, and replacement parts are becoming increasingly difficult to source, with removal and repair being the only viable option
- Engineering support is minimal
- It is impossible to overlay access control security onto the current equipment per the design intent. There is a way to override the car call functionality, but it requires physically inserting a key into a switch at knee level. This could be a liability for staff and is not a long-term sustainable solution
- Modernization in the future will see an increased cost for material and labor, anticipated to be minimum 5% annually
- Modernization in the future will see a business continuity disruption of approximately 16 weeks per car

Modernization includes the below scope of work for three elevator cars:
- Controls -- new modern controls and associated components
- Machine -- new geared traction machine and associated components
- Governor -- new governor and associated components
- Cars -- new interior finishes and lighting, hoistway upgrades, fixtures, and buttons
- Security -- we can overlay Verkada access control on the new equipment for uninterrupted car capture
- Cab -- new doors and associated components
- Hall fixtures -- new hall fixtures/lanterns and associated components

The benefits of modernizing are:
- Increased reliability
- More robust security functionality and the ability for access control interface
- Reduction in energy consumption
- Reduction in possibility of downtime as parts will be readily available
- Reduction in operating costs
- No need to worry about modernization for 30 years

The drawbacks of not modernizing are:
- Dwindling parts supply and availability
- Unknown timeline of catastrophic failure of equipment post-occupancy
- Discontinuity of service if modernized post-occupancy
- Potential of damaging finishes and requiring rework of areas that are complete

The Building Committee met with the Council Budget and Finance Committee on 12/13/2023 and presented a business case

to modernize all three elevators. There was unanimous approval to move forward with modernization.

The Building Committee received modernization quotes from two qualified vendors via cooperative purchasing contracts as per Montana Code Annotated 2023 18-4-14.

Modernization time is approximately 56 weeks in total: 6 weeks for engineering, 26 weeks for manufacturing of equipment and 24 weeks for installation. This timeline will delay the anticipated occupancy date by approximately 12 weeks.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

The total cost for the prime contract is $768,574.00 and is being procured through Sourcewell contract #080420-TKE.

There will be an additional cost of approximately $90,000.00 for design, code upgrade, and coordination which will be an amendment to the Dick Anderson GMP contract. Currently, there is a $50,000 allowance in the GMP for elevator upgrades which will offset part of that cost.

We will investigate other funding options and savings that could offset the cost, but the Budget and Finance Committee agreed it is a worthwhile investment to be funded through borrowing if needed.

The elevator modernization is a qualified reimbursable expense for historic tax credits.

Attachments

TKE Sourcewell Contract

DocuSign Envelope ID: A0478512-7800-4C36-BB35-529A434208AE

Modernization Proposal

This proposal reflects & aligns with Sourcewell Contract # TKE-080420

January 11, 2024

Billings City Hall

Purchaser:	City of Billings	Location:	Billings City Hall
Address:	316 North 26th St Billings, MT 59103	Address:	316 North 26th St Billings, MT 59103

City of Billings

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Stillwater Building (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **$768,574.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by June 30th, 2024.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Justin Lee
Senior Modernization Sales Executive
justin.lee@tkelevator.com
208 994 1190

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Modernization Proposal

SCOPE OF WORK

Grouping Name: Elevator 1,Elevator 2

Equipment Type: Geared(Traction)	Speed: 350 fpm
6 Stops (6 Front /0 Rear)	Capacity: 3500 lbs.

Units Included

Building Address	Nickname	TKE Serial #
316 North 26th St	Elevator 1	US441024
316 North 26th St	Elevator 2	US441027

Description of Work

Controller

- Tenant Security Option
- TAC 32T Controller (Includes options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
  - Emergency Power 10D4A
  - Hall Lantern Circuitry
  - Hoistway Access
  - Keyed Stop Switch Operation
  - THY Board (CE Microcom signal for PI)
  - UIT (on board diagnostic)
- tkE Green Drive 400C (2109CD004) VVVF AC Drive / Regenerative 30R
- Machine Room Wiring Package
- eMax Monitoring Device Provisions

Machine

- 1/2" Hoist Cables, traction steel, preformed. (8 x 25 Fibercore)
- Car/Cwt shackles w/springs (pairs per 1/2" or 5/8" rope)
- Acculube rope lubricators and mounting brackets
- Torin TGD2 Geared Machine with sheave brake
  - 480V 4-poles AC motor
  - 2048 ppr velocity encoder
  - brake switch
  - for 1/2" or 5/8" ropes
  - Standard Bedplate

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- Standard Deflector
- Standard Rope Guard

Governor

- Governor/Safety Accessory Kit
- 16" Governor without Encoder (includes Tail Sheave)
- Governor Rope
- Rope Retainers and tail weight tie down for Seismic Conditions

Car

- Car Hitch Plate Kit
- Car Top Railing
- Car Top Railing Extension (Depth)
- Car Top Railing Extension (Width)
- Toe Guard for 2000 code (48")
- tkE Cable Strain Loadweigher (for 7 ropes)
- Fan: Two Speed
- Car Top Exit Switch
- Cab Wiring Material (200MK1)
- Work Light Receptacle for bottom of platform

Hoistway

- TAC 32T Field Friendly Wiring Package:
  - Includes single flat traveling cable with coax
  - hoistway wiring
  - interlock wiring
  - interlock connectors
  - serial wiring
  - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- APS (Absolute Positioning System) for TAC32T with Final Limit Switches
- Alarm Bell (for hoistway)

Pit

- Counterweight Hitch Plate
- Compensation Chain (Whisperflex) up to 700fpm includes pullout switch & kit

Cab

- Interior
- Car Door (SSCO, #4 S/S (441))

Door Equipment

- Micro Light (Front)
- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
  - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)
- Front Door Operator (SSCO) Additional Lead Time
- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front

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Modernization Proposal

Car Fixtures

- Auxiliary Car Station Includes Options Below
- • Applied Panel
- Vandal Resistant Floor Buttons
- Panel Screws
- Cast Braille Plates for Car Features
- Emergency Light mounted in COP
- Position Indicator (2" CE Segmented)
- #4 Stainless Steel Finish (441)
- TAC Serial Boards (Aux)
- Main Car Station Includes Options Below
- • Applied Panel
- Vandal Resistant Floor Buttons
- Panel Screws
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button
- Voice Annunciator (mounted in COP)
  - Standard features only
  - additional costs apply for custom features
- TAC Serial Boards (Main)
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Emergency Power Keyswitch (up to 7 elevators)

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- Emergency Power Jewel in Hall Station
- Fusion Hall Lanterns (Standard) White Up/Down LED's #4 S/S (304)
- Horizontal Fusion Combo (HL and Digital HPI) (Standard) White Up/Down LED's #4 S/S (304)
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)
- Hoistway Access Switch (Standalone)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- TAC Serial Boards, Base Charge
- Serial Boards for Front Risers
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - Fusion (#4 S/S (304))

Passenger Car Interior Specifications:

Delridge Design Quick Cab, 3500# Standard Height Cab (equal to Santo Domingo):

- Provide drawings prior to manufacturing for approval.
- Provide #4 brushed stainless steel reveals.
- Provide three (3) #4 brushed stainless steel true vent base supports.
- Provide twelve (12) horizontal standard laminate main panels. The panel edges will be finished with matching PVC edge banding.
- Provide three (3) 2" flat #4 brushed stainless steel sectional handrails with all ends returned to the walls.
- Provide #4 brushed stainless steel frieze for three (3) walls.
- Provide aluminum pad studs for three (3) walls.

Frame and Opaque Panel Ceiling, 3500# Cab (Equal to the Anegada Ceiling):

- Provide drawings prior to manufacturing for approval.
- Provide a six (6) section brushed aluminum framed ceiling. Final number of sections could change during shop drawings and will be determined by the existing hatch location.
- Provide six (6) #4 brushed stainless steel insert panels. Each insert panel will have a Man-D-Tec SoloBeam LED downlight installed in the center. The lighting transformer will be equipped with a standard dimmer. The standard downlight fixture color will be black powder coat. No additional cost for stainless.

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Modernization Proposal

Grouping Name: Elevator 3

Equipment Type: Geared(Traction)	Speed: 350 fpm
6 Stops (6 Front /0 Rear)	Capacity: 3500 lbs.

Units Included

Building Address	Nickname	TKE Serial #
316 North 26th St	Elevator 3	US441026

Description of Work

Controller

- TAC 32T Controller (Includes options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- tkE Green Drive 400C (2109CD004) VVVF AC Drive / Regenerative 30R
- Inconspicuous Riser
- Tenant Security Option
- Emergency Power (10-D-4A)
- Machine Room Wiring Package

Machine

- 1/2" Hoist Cables, traction steel, preformed. (8 x 25 Fibercore)
- Car/Cwt shackles w/springs (pairs per 1/2" or 5/8" rope)
- Acculube rope lubricators and mounting brackets
- HW Rope Gripper Model 622 with Standard Plate
- Torin TGD2 Geared Machine with sheave brake
  - 480V 4-poles AC motor
  - 2048 ppr velocity encoder
  - brake switch
  - for 1/2" or 5/8" ropes
  - Standard Bedplate
  - Standard Deflector
  - Standard Rope Guard

Governor

- Governor/Safety Accessory Kit
- 16" Governor without Encoder (includes Tail Sheave)
- Governor Rope

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- Rope Retainers and tail weight tie down for Seismic Conditions

Car

- Car Hitch Plate Kit
- Car Top Railing
- Car Top Railing Extension (Depth)
- Car Top Railing Extension (Width)
- Toe Guard for 2000 code (48")
- tkE Cable Strain Loadweigher (for 7 ropes)
- Fan: Two Speed
- Car Top Exit Switch
- Cab Wiring Material (200MK1)
- Work Light Receptacle for bottom of platform

Hoistway

- TAC 32T Field Friendly Wiring Package:
  - Includes single flat traveling cable with coax
  - hoistway wiring
  - interlock wiring
  - interlock connectors
  - serial wiring
  - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- Alarm Bell (for hoistway)
- APS (Absolute Positioning System) for TAC32T with Final Limit Switches

Pit

- Counterweight Hitch Plate
- Compensation Chain (Whisperflex) up to 700fpm includes pullout switch & kit

Cab

- Interior
- Car Door (SSCO, #4 S/S (441))

Door Equipment

- Micro Light 3D 2019 (Front)
- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
  - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)
- Front Door Operator (SSCO) Additional Lead Time
- 3D Cabsafe Components Package (Front)

Car Fixtures

- Auxiliary Car Station Includes Options Below
- • Applied Panel
- Vandal Resistant Floor Buttons
- Panel Screws
- Cast Braille Plates for Car Features

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- Emergency Light mounted in COP
- Position Indicator (2" CE Segmented)
- #4 Stainless Steel Finish (441)
- TAC Serial Boards (Aux)
- Main Car Station Includes Options Below
- • Applied Panel
- Vandal Resistant Floor Buttons
- Panel Screws
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button
- Voice Annunciator (mounted in COP)
  - Standard features only
  - additional costs apply for custom features
- TAC Serial Boards (Main)

Hall Fixtures

- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Surface Mounted Hall Lanterns Fusion (#4 S/S (304))
- Horizontal Surface Mounted Combo (HL and Digital HPI) Fusion (#4 S/S (304))
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)
- Standalone Hoistway Access Station #4 S/S (441)
- Terminal Hall Stations (Flush Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - (#4 S/S (441))
- 2009 & 2010 Elevator Communications Failure add
- TAC Serial Boards, Base Charge
- Serial Boards for Front Risers

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Modernization Proposal

- Terminal Hall Stations (Flush Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - (#4 S/S (441))
- Intermediate Hall Stations (Flush Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - (#4 S/S (441))

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Modernization Proposal

Service Car Interior Specifications:

Delridge Design Quick Cab, 3500# Standard Height Cab (equal to Vandal Resistant):

- Provide drawings prior to manufacturing for approval.
- Provide #4 brushed stainless steel reveals.
- Provide three (3) #4 brushed stainless steel true vent base supports.
- Provide twelve (12) horizontal 5WL textured stainless steel panels.
- Provide three (3) 4" flat #4 brushed stainless steel sectional bumper rails with all ends returned to the walls.
- Provide three (3) 4" flat #4 brushed stainless steel sectional handrails with all ends returned to the walls.
- Provide #4 brushed stainless steel frieze for three (3) walls.
- Provide aluminum pad studs for three (3) walls.

Frame and Opaque Panel Ceiling, 3500# Cab (Equal to the Anegada Ceiling):

- Provide drawings prior to manufacturing for approval.
- Provide a six (6) section brushed aluminum framed ceiling. Final number of sections could change during shop drawings and will be determined by the existing hatch location.

Provide six (6) #4 brushed stainless steel insert panels. Each insert panel will have a Man-D-Tec SoloBeam LED downlight installed in the center. The lighting transformer will be equipped with a standard dimmer. The standard downlight fixture color will be black powder coat. No additional cost for stainless.

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

a. Execution of this Proposal
b. Payment for pre-production and engineering
c. Approval of layout (if applicable)
d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	26 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	9 - 11 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

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Modernization Proposal

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.
25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		$768,574.00
Initial progress payment:	(50%)	$384,287.00
Material furnished:	(25%)	$192,143.50
Total of remaining progress payments:	(25%)	$192,143.50

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

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Mechanic (Standard) per hour	$373.00
Mechanic (OT) per hour	$553.00
Team (Standard) per hour	$671.00
Team (OT) per hour	$995.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that ~~TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects.~~ TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to

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ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:
   a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
   b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
   c. Adequate bracing of entrance frames to prevent distortion during wall construction.
   d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
   e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
   f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
   g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:
   a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
   b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
   c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
   d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
   e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
   f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
   g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;

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h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;

6. Working Hours, Logistics and Mobilization

a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be

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assessed at a rate of $100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of $5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be $200.00 per calendar day per hydraulic elevator and $250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of $1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.
b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost

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of each re-inspection which shall be $1,500.00 and a remobilization fee which shall be $5,000.00 via change order prior to scheduling a re-inspection.
c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in ~~TK Elevator's~~ sole opinion, is neat and clean.
f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

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9. Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
c. TK Elevator is an equal opportunity employer.
d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the mileston mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to

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indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, ~~Purchaser~~ agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser ~~upon written request.~~

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the ~~equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.~~

s. ~~Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and~~

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~~any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.~~

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

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Modernization Proposal

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Seven Hundred Sixty Eight Thousand Five Hundred Seventy Four Dollars ($768,574.00) plus any applicable sales tax.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

Stillwater Building (Purchaser):	TK Elevator Corporation Management Approval
By:	By: Mark Mantel
(Signature of Authorized Individual) John Caterino – City of Billings	(Signature of Branch Representative)
_____ (Print or Type Name)	Jeremy Robinson Branch Manager Mark Mantel Contract Analyst
_____ (Print or Type Title)	TKE's COI shall be on TKE's standard manuscript forms and use TKE's standard manuscript endorsements and wording. Additional Insured coverage and Waiver of Subrogation shall only apply to the extent any damages covered by the policy are caused by TKE. ALL AGGREGATES SHALL BE ON PER POLICY BASIS AND NOT PER PROJECT.
(Date of Acceptance)	(Date of Execution) 1/26/2024

Amendment #1 is hereby made part of this agreement

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Billings City Hall Elevator Modernization Amendment #1

Contract: 2023-2-1276311 | ACIA-1YY1S9R | December 20, 2023

Executed: TBD

This amendment will modify the following:

Page 12 - 3. Warranty: "In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay." This shall be deleted.

Page 16 - 7 e. This should be in the City's sole opinion, or at least mutually agreeable. "At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean." Strike in TK's sole opinion.

Page 18 - 9 o., Billings City Hall requests a mutual indemnification clause, and the non-prevailing party would pay any third party or attorney costs for a suite.

Page 18 - 9 p., TK Elevator shall furnish said certificates prior to contract execution.

Page 17 - 9 q. – TKE needs to carry insurance to cover their own tools and materials. TKE shall obtain appropriate insurance to cover any loss of or damage to TK Elevator's material, tools or work occur at the project site. Purchaser shall provide a secure, indoor storage area for such tools and equipment.

Page 17/18 - 9 r., again, this needs to be mutually indemnifying. Both Parties shall:
i. Indemnify and hold the other, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of the Party or its agents or employees.
ii. Not indemnify and hold the other harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the Party occurring during the course of or as a result of the performance of this Agreement.
iii. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both Parties, each shall indemnify and hold the other harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the their (or any subcontractor's) wrongful or negligent acts occurring as a result from the their performance pursuant to this Agreement.

Page 18 - 9 s., why would we insure TKE for their negligence and waive our right to subrogation? Strike

Clarification - Elevator Acceptance and Operating permit shall be applied for and paid by TK.

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All other terms and conditions of the existing contract will remain in place.

Billings City Hall Acceptance:

Name:

Dated:

TK Elevator Corporation Acceptance:

Name: Mark Mantel

Dated: 1/26/2024

TKE's COI shall be on TKE's standard manuscript forms and use TKE's standard manuscript endorsements and wording. Additional Insured coverage and Waiver of Subrogation shall only apply to the extent any damages covered by the policy are caused by TKE. ALL AGGREGATES SHALL BE ON PER POLICY BASIS AND NOT PER PROJECT.

Consent 1. D.

City Council Regular Business Meeting
Meeting Date: 02/12/2024
Title: Uniform Rental/Purchase and Laundry Services Contract for Public Works
Presented by: Liz Kampa
Department: Finance

RECOMMENDATION

Staff recommends that the City Council approve, and the Mayor sign, a three-year contract with three additional one-year options to renew, for the City's Uniform Rental/Purchase and Laundry Service, with Big Sky Linen for all Public Works employees.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

For many years, most City departments rented their uniforms from and laundered them with Big Sky Linen. In 2020, a Request for Proposals (RFP) for the Uniform Rental/Purchase and Laundry Services for most City departments was completed and only two companies were viable options for the contract. A contract was awarded to Alsco through June 30, 2023, with two three-year options to renew. During that term, some of the City departments have become increasingly dissatisfied with the current contract and vendor and have chosen other arrangements for their uniform and laundry needs. Therefore, a decision was made not to renew the contract with Alsco, and allow each division/department to utilize the service that best fits the needs of their operation up to and in accordance with the City's Purchasing Procedures. Some have remained with Alsco, and some are returning to Big Sky Linen. The expense related to the Public Works contract for services with Big Sky Linen exceeds City Administrator approval over the three-year term, therefore staff is requesting approval and contract execution by Mayor and Council.

ALTERNATIVES

City Council may:

- Approve a three-year contract with three additional one-year options to renew, for the Public Works City's Uniform Rental/Purchase and Laundry Service, with Big Sky Linen., or;
- Disapprove a three-year contract with three additional one-year options to renew, for the Public Works City's Uniform Rental/Purchase and Laundry Service, with Big Sky Linen and provide further direction to staff.

FISCAL EFFECTS

Most City Departments/Divisions have been providing uniform and laundry services for employees for decades. Public Works spent $113,154.59 for uniform and laundry services in FY23. The Divisions have budgeted for this expense.

Attachments

Big Sky Linen & PW Uniform Contract

UNIFORM & LAUNDRY

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **BIG SKY LINEN & UNIFORM** of 715 Central Avenue, Billings, Montana 59102, hereinafter referred to as "**CONTRACTOR**."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to provide Uniform Rental or Purchase and Laundry Services for the **CITY** as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on March 1, 2027. The parties may extend this **AGREEMENT**, by mutual concurrence, for three (3) one-year periods, in writing prior to the termination of each extension.
3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** the prices listed in and for the work described in the Scope of Services (Exhibit A). Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the **CITY** shall pay, net of applicable withholding tax, if any, the **CONTRACTOR** for said invoice within thirty (30) days after receipt.

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **CONTRACTOR's** discretion.

6. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONTRACTOR** is an independent contractor for purposes of this **AGREEMENT** and may not to be considered an employee of the **CITY** for any purpose. **CONTRACTOR** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONTRACTOR** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONTRACTOR** and any third parties.

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.

B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.

C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses

including reasonable attorneys' fees and costs, to the extent caused by the **CONTRACTOR's** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONTRACTOR's** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

D. Indemnify and hold **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.

E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.

F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY's** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY's** performance pursuant to this **AGREEMENT**.

8. <u>INSURANCE</u>:

A. The **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONTRACTOR** shall provide the following insurance:

- Workers' compensation and employer's liability coverage as required by Montana law.
- Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
- Automobile liability -- $1,500,000 per accident.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

CONTRACTOR shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONTRACTOR** shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

CONTRACTOR shall furnish **CITY** with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

9. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

10. NONDISCRIMINATION:

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital

status by the persons performing this **AGREEMENT**.

B. The **CONTRACTOR** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The **CONTRACTOR** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONTRACTOR's** legal duty to furnish information.

C. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.

D. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

E. The **CONTRACTOR** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**.

F. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

11. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this **AGREEMENT** at the time or in the manner provided for, the other party may, at its option, terminate this **AGREEMENT** and be released from all

obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Up to 30 days will be allowed if the issue involves product that cannot be obtained by **CONTRACTOR** in as little as 10 days. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.

12. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Jennifer Duray, and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Craig Neufeld.

13. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

16. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this

AGREEMENT will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR's** work product.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

_____

WILLIAM A. COLE, MAYOR

APPROVED AS TO FORM:

By_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

BIG SKY LINEN & UNIFORM

_____

BRETT CLINE, OWNER/GM

_____

PRINT NAME

_____

PRINT TITLE

EXHIBIT A

CONTRACTOR shall provide all labor, equipment and materials (except as noted herein) to provide these services for the **CITY's** Public Works Department. Employees shall utilize this contract in one of the following ways:

1. Rental and weekly laundering of up to ten (10) sets of new uniforms per employee, with new or like new uniforms provided as needed; or,
2. Purchase of new uniforms as needed, but no laundry service.

   NO laundering service is provided for **CITY**-owned goods.

The **CITY** may also choose to rent or purchase roll towels, linens and mats at current **CONTRACTOR** pricing for such items.

Service shall include, but is not limited to the following:

1. Weekly delivery and pickup of uniforms, shop towels, and other items, as specified at various sites.
2. All uniforms and shop towels shall be regularly cleaned and maintained, and any item requiring replacement during the term of this contract because of normal wear and tear shall be replaced by the **CONTRACTOR** at his/her sole cost and expense.
3. There shall be a one-week turnover on laundry and repairs.
4. The number of uniforms, shop towels, and other items, may change from time to time based on employee changes and operational requirements. These changes shall be included in weekly invoices at prices agreed upon in the services contract.
5. Prices shall include all charges, fees, taxes, etc. associated with the service.
6. Employees may have the option of personally laundering uniforms due to personal preferences (allergies, etc.).
7. Installation and preparation, individual tailoring, affixing name tags and Dept/City logos, etc. and initial set up charges shall be included in the Price Matrix as a separate item.
8. New garments shall be provided at the beginning of this contract and new or reasonably used garments (final approval to be made by the **CITY**) provided on an individual basis for employees as needed. Only men's clothing will be available.

EXHIBIT A (continued)

9. **CONTRACTOR** shall provide weekly invoices for laundry and rental services. Payment shall be made by **CITY** by either credit card or check for actual costs incurred for each invoice. Payment shall be made at least monthly. There will be no additional fees assessed the **CITY** for payment by credit card.

10. Inspection of uniforms shall be conducted by **CONTRACTOR** each time garments are submitted for cleaning to insure quality uniforms are provided. **CONTRACTOR** will provide Yellow Repair Bags for **CITY** staff to utilize for necessary repairs/replacement. **CITY** staff shall make final determination as to what is considered "presentable" for their operations. **CONTRACTOR** cannot be held responsible for performing inventories. **CITY** employees are responsible for sending in garments that require attention.

11. **CONTRACTOR** is required to ensure that uniforms supplied are in good shape and presentable to the public at the time they are assigned. **CITY** staff shall make final determination as to what is considered "presentable" for their operations.

12. Uniforms lost by service shall be replaced at cost of the **CONTRACTOR**. Uniforms lost or destroyed by **CITY** staff prior to 2 years of the garment's life shall be replaced at replacement cost to the **CITY. CITY** is responsible for replacement charges of missing garments for stopped employees. **CITY** has 4 weeks to turn in all items before charges are assessed.

13. When uniforms become significantly faded or worn, they shall be replaced at the expense of the **CONTRACTOR** during the time of the service contract.

14. New employees requiring uniforms shall be fitted with new or reasonably used uniforms and added to the services contract at the prices agreed upon in the contract.

15. Other items provided by **CONTRACTOR**, such as shop towels, mats, coats, etc., may be added to service and at **CONTRACTOR** current regular prices.

16. **CITY** may select available colors and styles for uniforms from **CONTRACTOR's** available selection at the beginning of each 36-month contract term.

17. All uniforms shall be "steam tunneled" to provide a wrinkle-free appearance.

EXHIBIT A (continued)

PRICE MATRIX

DC and Meter	**Shirts**	**Price**		**Pants**	**Price**			
37 employees	185	$ 2.55	$471.75	185	$ 1.45	$268.25	Total Weekly Cost	$740.00
							8% Energy Charge	$59.20
								$799.20
Electricians	**Shirts**	**Price**		**Pants**	**Price**			
5 employees	25	$2.95	$73.75	25	$3.85	$96.25	Total Weekly Cost	$170.00
							8% Energy Charge	$13.60
								$183.60
SW Collections	**Shirts**	**Price**		**Pants**	**Price**			
55 employees	275	$ 2.35	$646.25	275	$ 1.45	$398.75	Total Weekly Cost	$1,045.00
							8% Energy Charge	$83.60
								$1,128.60
SW Landfill	**Shirts**	**Price**		**Pants**	**Price**			
21 employees	105	$ 2.35	$246.75	105	$ 1.45	$152.25	Total Weekly Cost	$399.00
							8% Energy Charge	$31.92
								$430.92
Streets	**Shirts**	**Price**		**Pants**	**Price**			
46 employees	230	$ 2.35	$540.50	230	$ 1.45	$333.50	Total Weekly Cost	$874.00
							8% Energy Charge	$69.92
								$943.92
WTP	**Shirts**	**Price**		**Pants**	**Price**			
15 employees	75	$ 1.10	$82.50	75	$ 1.45	$108.75	Total Weekly Cost	$191.25
							8% Energy Charge	$15.30
								$206.55
WW	**Shirts**	**Price**		**Pants**	**Price**			
16 employees	80	$1.10	$88.00	80	$ 1.45	$116.00	Total Weekly Cost	$204.00
							8% Energy Charge	$16.32
								$220.32
PWA								
Mize, Ted	5	$1.10	$5.50	5	$ 1.45	$7.25	Total Weekly Cost	$12.75
							8% Energy Charge	$1.02
								$13.77
Lab Coats		3 @ 2/week				$2.70		$16.20
							Energy surcharge	$1.30
								$17.50
		1 @ 1/week				$2.70		$ 2.70
							Energy surcharge	$.22
								$ 2.92

Garment Setup fees are waived for initial install. Charges apply to all garments issued after initial install, including new wearers, size changes, etc.:

Pants $1.50
Shirts $2.00
Laundry bags: $.22 each

Mats:

Acct# 425-0 City of Billings - PUD Works Building: 2251 Belknap Ave, Billings, MT 59101

Unit	SKU	Item	Size	Qty Per Week	Each Price	Total Price
1	9025	Standard Mat, Midnight Grey	3x5	6	$3.90	$23.40
1	9055	Standard Mat, Midnight Grey	3x10	3	$7.55	$22.65
1	9065	Standard Mat, Midnight Grey	4x8	1	$8.45	$8.45
1	9566	Brush Mat, Onyx	4x6	1	$8.40	$8.40
1	9582	Brush Mat, Onyx	3x10	9	$9.90	$89.10
			Sub Total			$152.00
			8% Energy Charge Per Invoice			$12.16
			Grand Total Per Week			$164.16

Landfill	Mats	Price	Total		
4	4x8	$ 8.45	$ 33.80		
2	3x5	$ 3.90	$ 7.80	Total Weekly Cost	$ 41.60
				8% Energy Charge	$3.33
					$ 44.93

BILLLAU-01 LSAHU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 979004
HUB International Mountain States Limited
3545 Gabel Road
Unit 3
Billings, MT 59102

CONTACT NAME: Jamie M. Roe
PHONE (A/C, No, Ext): (406) 371-8418 FAX (A/C, No): (406) 652-7838
E-MAIL ADDRESS: jamie.roe@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Casualty Company	21415
INSURER B : Security National Insurance Company (Am Trust)	19879
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Big Sky Linen & Uniform, Incorporated & Billings Laundry Company
715 Central Avenue
Billings, MT 59101

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	4X6266624	10/15/2023	10/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	4X6266624	10/15/2023	10/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Phys Dmge	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 5,000	X	X	4X6266624	10/15/2023	10/15/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	SWC1441252	6/1/2023	6/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability / Businessowners - The following attached forms apply:
- BP7337 07/13
- BP7200 01/19

Automobile Liability - The following attached forms apply:
- CA7450 (02/22)

SEE ATTACHED ACORD 101

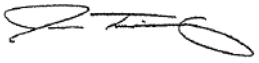
CERTIFICATE HOLDER

City of Billings
P.O. Box 1178
Billings, MT 59103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: BILLLAU-01 LSAHU

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 979004	NAMED INSURED
HUB International Mountain States Limited		Big Sky Linen & Uniform, Incorporated & Billings Laundry Company 715 Central Avenue Billings, MT 59101
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Workers Compensation - The following attached forms apply:
- WC000313 (04/84)

30 days Notice of Cancellation applies.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT – INCLUDING PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies the insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who is an Insured:**

3. Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and any other person or organization you are required to add as an additional insured under the contract or agreement described above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises owned or rented to you or in the performance of your ongoing operations.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If the coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

C. The following is added to Paragraph **H. Other Insurance** of **Section III – Common Policy Conditions** and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

D. All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPANDED BUSINESSOWNERS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by this endorsement. The coverage provided by this endorsement applies separately to each location shown in the Declarations.

1. In regard to coverage on "Computer(s)" and "Electronic Data", **A. Coverage, 1. Covered Property, b.(2)** is replaced by the following:

(2) Property of others that is in your care, custody or control. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) 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 Limit of Insurance applying to Business Personal Property at the described location.

2. **A. Coverage, 4. Limitations, c.** is replaced by the following:

c. For loss or damage by theft, the following types of property are covered only up to the limits shown:

(1) $5,000 for furs, fur garments and garments trimmed with fur.

(2) $5,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth $100 or less per item.

(3) $5,000 for patterns, dies, molds and forms.

3. **A. Coverage, 5. Additional Coverages, a. Debris Removal,** Paragraph **(4), b. Preservation Of Property,** Paragraph **(2) c. Fire Department Service Charge, f. Business Income,** Paragraph **(2)(a), h. Pollutant Clean Up And Removal, Third** Paragraph, **i. Civil Authority, j. Money Orders And "Counterfeit Money", k. Forgery Or Alteration,** Paragraph **(4), m. Business Income From Dependent Properties,** Paragraph **(1)** and **(6)(a),** and **o. Fire Extinguisher Systems Recharge Expense,** Paragraph **(3) and p. Electronic Data,** Paragraph **(3)** are replaced by the following:

a. Debris Removal

(4) We will pay up to an additional $100,000 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 Paragraphs **(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 of the Covered Property that has sustained loss or damage, plus $100,000.

b. Preservation Of Property

(2) Only if the loss or damage occurs within 90 days after the property is first moved.

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 $25,000 for service at each premises described in the Declarations, unless a different limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

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f. Business Income

(2) Extended Business Income

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

(i) Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and

(ii) 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. 90 consecutive days after the date determined in Paragraph **(a)(i)** above, unless a greater number of consecutive days is shown in the Declarations.

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.

h. Pollutant Clean Up and Removal

The third paragraph is replaced with the following:

The most we will pay for each location under this Additional Coverage is $50,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

i. 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 that 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 immediately 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 Coverage for necessary Extra Expense will begin immediately after the time of 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 your Civil Authority Coverage for Business Income ends;

whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits Of Insurance of **Section I – Property.**

j. Money Orders And "Counterfeit Money"

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

(1) Money orders issued by any post office express company or “financial institution” that are not paid upon presentation; or

(2) "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss under this Additional Coverage is $50,000.

k. Forgery Or Alteration

(4) The most we will pay for any loss in any one occurrence, including legal expenses, under this Additional Coverage is $50,000, unless a higher Limit Of Insurance is shown in the Declarations.

m. Business Income From Dependent Properties

(1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property or secondary dependent property caused by or resulting from any Covered Cause Of Loss.

However, this Additional Coverage does not apply when the only loss at the premises of a dependent property or a secondary dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property or secondary 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.

The most we will pay under this Additional Coverage is $50,000 at each described premises due to damage from a Covered Cause Of Loss at any one dependent property.

(6) The coverage period for Business Income under this Additional Coverage:

(a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause Of Loss at the described premises of the dependent property or secondary dependent property; and

o. Fire Extinguisher Systems Recharge Expense

(3) The most we will pay under this Additional Coverage is the actual cost to recharge or replace, whichever is less.

p. Electronic Data

(3) The most we will pay under this Additional Coverage – Electronic Data 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, is $25,000, unless a higher Limit Of Insurance is shown in the Declarations.

If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

4. A. Coverage, 5. Additional Coverages, f. Business Income is amended by the addition of the following:

f. Business Income

(5) Newly Acquired Locations

a. You may extend your Business Income Coverage to apply to property at any location you acquire other than at fairs or exhibitions.

b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is $500,000 at each location.

c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

(1) This policy expires;

(2) 120 days expire after you acquire or begin to construct the property; or

(3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

5. A. Coverage, 5. Additional Coverages is amended by adding the following coverage:

s. Lock Replacement And Rekeying

We will pay the necessary expenses you incur to replace or rekey locks made necessary due to theft or unauthorized copying of keys or any other legitimate security concern.

This insurance does not apply to loss caused by:

(1) Vandalism; or

(2) Wear and Tear.

The most we will pay under this Additional Coverage during each policy period is $10,000.

Lock replacement and rekeying is not subject to a deductible.

t. Spoilage Coverage

(1) This policy is extended to cover “perishable stock” at the described premises owned by you or by others that is in your care, custody or control.

(2) For the purpose of this extension only, the Covered Cause of Loss is defined as:

(a) Breakdown or Contamination, meaning:

(i) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, but only while such equipment or apparatus is at the described premises; or

(ii) Contamination by the refrigerant.

(b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

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(3) For the purpose of this Additional Coverage only, the following Exclusions are added:

We will not pay for loss or damage caused by or resulting from:

(a) The disconnection of any refrigerating, cooling, humidity control system from the source of power.

(b) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.

(c) The inability of an Electrical Utility Company or other power source to provide sufficient power due to:

(i) Lack of fuel;

(ii) Governmental order; or

(iii) Lack of generating capacity to meet demand.

(d) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

(4) The most we will pay under this Additional Coverage is $10,000 per any one occurrence.

(5) If Petroleum Marketers Industry Extension, form BP7148 applies, this Additional Coverage does not apply.

u. Arson And Theft Rewards

We will reimburse you for rewards paid by you to any person or persons, other than you, your officers, “managers”, your “employees” or your active “members”, for information leading to an arson or theft conviction in connection with a covered loss to covered property resulting from fire or theft.

The most we will pay under this Additional Coverage is $10,000 per loss. This is the most we will pay regardless of the number of persons who provided the information.

v. Water Back-Up And Sump Overflow

(1) We will pay for direct physical loss or damage to Covered Property, covered under **Section I – 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 a mechanical breakdown.

(2) The coverage described in Paragraph **(1)** of this Additional Coverage does not apply to loss or damage resulting from:

(a) An insured's failure to keep a sump pump or its related equipment in proper working condition;

(b) An insured's failure to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or

(c) Sump pump failure which is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.

(3) With respect to the coverage provided under this Additional Coverage, Exclusion **B.1.g. Water** in **Section I – Property** is replaced by the following:

g. Water

(1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(2) Mudslide or mudflow;

(3) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings.

(4) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **(1)** or **(3),** or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **g.(1)** through **g.(4),** is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraph **g.(1)** through **g.(4),** results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

(5) For the purposes of this Additional Coverage, the term drain includes a roof drain and related fixtures.

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(6) The most we will pay for this Additional Coverage in any one annual policy period, regardless of the number of locations scheduled, occurrences, accidents, insureds or claims made is $25,000 for Water Backup and Sump Overflow unless a higher Limit Of Insurance is shown in the declarations.

w. Employee Dishonesty

(1) We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) 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:

(i) Any employee; or

(ii) 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 or "members" commit whether acting alone or in collusion with other persons.

(b) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph **(1),** "managers" or directors:

(i) Whether acting alone or in collusion with other persons; or

(ii) While performing services for you or otherwise.

(c) The only proof of which as to its existence or amount is:

(i) An inventory computation; or

(ii) A profit and loss computation.

(d) Caused by an employee if the employee had also committed theft or any other dishonest act prior to the effective date of this policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the employee, learned of that theft or dishonest act prior to the policy period shown in the Declarations.

(3) The most we will pay under this Additional Coverage for loss or damage in any one occurrence is $50,000.

(4) All loss or damage:

(a) Caused by one or more persons; or

(b) Involving a single act or series of acts is considered one occurrence.

(5) If any loss is covered:

(a) Partly by this insurance; and

(b) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

The most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

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 coverage is cancelled as to any employee immediately upon discovery by:

(a) You; or

(b) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;

of any dishonest act committed by that employee before or after being hired by you.

(7) We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.

(8) If you (or any predecessor in interest) sustained loss or damage during the policy 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 coverage, provided:

(a) This 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 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 part of, not in addition to, the Limit Of Insurance applying to this coverage and is limited to the lesser of the amount recoverable under:

(a) This coverage as of its effective date; or

(b) The prior insurance had it remained in effect.

(10) With respect to the Employee Dishonesty Additional Coverage in Paragraph **A.5.w,** 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 workload conditions;

(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 a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or

(5) 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 property outside any building you occupy in conducting your business.

But 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", director or trustee except while performing acts coming within the usual duties of an employee.

x. Utility Services – Direct Damage

(1) Coverage

We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility services must result from direct physical loss or damage by a Covered Cause of Loss to the property described in **(3)** below and located off the described premises

(2) Exception

Coverage under this Additional Coverage for loss or damage to Covered Property does not apply to loss or damage to “electronic data”, including destruction or corruption of “electronic data”.

(3) Utility Services

(a) Water Supply Property, meaning the following types of property supplying water to the described premises:

(i) Pumping stations; and

(ii) Water Mains.

(b) Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

(i) Communication transmission lines, including optic fiber transmission lines;

(ii) Coaxial cables; and

(iii) Microwave radio relays except satellites.

Communication Supply Property includes overhead transmission lines.

(c) Power Supply Property, meaning the following types of property supplying electricity, steam or gas to the described premises:

(i) Utility generating plants;

(ii) Switching stations;

(iii) Substations;

(iv) Transformers; and

(v) Transmission lines.

Power Supply Property includes overhead transmission lines.

(4) As used in this additional coverage, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

(5) The most we will pay for loss or damage under this Additional Coverage is $50,000 in any one occurrence.

y. Computer And Funds Transfer Fraud

(1) We will pay for**:**

(a) Loss resulting directly from a fraudulent:

(i) Entry of “electronic data” or computer program into; or

(ii) Change of “electronic data” or computer program within;

any “computer” system owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs **y.(1)(a)(i)** and **y.(1)(a)(ii):**

(iii) “Money”, “securities” or other property to be transferred, paid or delivered; or

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(iv) Your account at a "financial institution" to be debited or deleted.

(b) Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that account.

(2) As used in Paragraph **y.(1)(a),** fraudulent entry or fraudulent change of "electronic data" or computer program shall include such entry or change made by an "employee" acting in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service computer programs for a "computer" system covered under this Insuring Agreement.

(3) We will not pay for:

(a) Loss resulting from a fraudulent:

(i) Entry of "electronic data" or computer program into; or

(ii) Change of "electronic data" or computer program within;

any "computer" system owned, leased or operated by you by a person or organization with authorized access to that "computer" system, except when covered under Paragraph **y.(1)(b).**

(b) Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

(c) Loss resulting from the giving or surrendering of property in any exchange or purchase.

(d) Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

(i) Transfer, pay or deliver "money", "securities" or other property; or

(ii) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under Paragraph **y(1)(b)** or **y(2).**

(e) Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(i) An inventory computation; or

(ii) A profit and loss computation.

(f) Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

(g) Loss that is an indirect result of any act covered by this insurance including, but not limited to, loss resulting from:

(i) Your inability to realize income that you would have realized had there been no loss of "money" or "securities";

(ii) 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 insurance; or

(iii) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

(h) Expenses related to any legal action.

(4) The most we will pay for any loss under this Additional Coverage is $25,000. However, we will only pay up to $5,000 for any one occurrence of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

(5) We will pay only for loss 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) We will pay only for covered loss discovered no later than one year from the end of the policy period.

(7) If you discover a loss 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 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 would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss were committed or occurred.

(8) The insurance under Paragraph **(7)** 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.

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(9) To the extent that coverage for "money" and "securities" is provided under this Additional Coverage, the **Property Not Covered** provisions in the **Businessowners Coverage Form** do not apply.

(10) The amount payable under this Additional Coverage is additional insurance.

z. Ordinance or Law Coverage

(1) Application of Coverage(s)

The coverage(s) provided by this Additional Coverage applies only if both **(1)(a)** and **(1)(b)** are satisfied and are then subject to the qualifications set forth in **(1)(c).**

(a) The ordinance or law:

(i) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

(ii) 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) The building sustains direct physical damage:

(i) That is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law; or

(ii) That is covered under this policy and direct physical damage that is not covered under this policy, and as a result the building damage in its entirety, you are required to comply with the ordinance or law.

(iii) But if the damage is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

(c) In the situation described in **(1)(b)(ii)** above, we will not pay the full amount of loss otherwise payable under the terms of **(3) Coverage** 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 a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under terms of **(3) Coverage** of this Additional Coverage.

(2) We will not pay under this Additional Coverage for:

(a) Enforcement of, or the compliance with, 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 of any activity of "fungi", wet rot or dry rot; or

(b) The costs associated with the enforcement of, or the compliance with 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", "fungi", wet rot or dry rot.

(3) Coverage

(a) Coverage 1 – Coverage For Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **(a)** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building. This coverage is included within the Limit Of Insurance applicable to the covered building property shown in the Declarations. This is not additional insurance.

(b) Coverage 2 – Demolition Cost

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 a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

Paragraph **E.5.d. Loss Payment** Property Loss Conditions does not apply to the Demolition Cost.

(c) Coverage 3 – Increased Cost of Construction Coverage

With respect to the building that has sustained covered direct physical damage, if replacement cost coverage

applies, we will pay the increased cost to repair or reconstruct damaged portions of that building; and/or reconstruct or remodel undamaged portions of that building, whether or not demolition is required; when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law. However,

(i) 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.

(ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

Paragraph **E.5.d. Loss Payment** Property Loss Conditions does not apply to the Increased Cost Of Construction Coverage.

(4) Loss Payments

(a) All following loss payment provisions **(4)(b)** and **(4)(c)** are subject to the apportionment procedure set forth in Section **(1)(c)** of this Additional Coverage.

(b) When there is a loss in value of the undamaged portion of the building to which Coverage **(3)(a)** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

(i) If Replacement Cost Coverage applies and the property is repaired or replaced, on the same or another premises, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

(aa) The amount you actually spend to repair, rebuild or reconstruct the building, but not more than the amount it would cost to restore the building on the same premises to the same height, floor area, style and comparable quality of the original property insured; or

(bb) The Limit Of Insurance shown in the Declarations as applicable to the covered building.

(ii) If Replacement Cost Coverage applies and the property is not repaired or replaced; or if Replacement Cost Coverage does not apply; we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

(aa) The actual cash value of the building at the time of loss; or

(bb) The Limit Of Insurance applicable to the covered Building property.

(c) The most we will pay for covered losses under **Coverage 2 – Demolition Cost** and **Coverage 3 – Increased Cost Of Construction** is $50,000. Subject to these limits of insurance the following loss payment provisions apply:

(i) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.

(ii) With respect to the Increased Cost Of Construction:

(aa) We will not pay for the Increased Cost Of Construction:

(i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repairs or replacement is 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.

(bb) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increases cost of construction at the same premises.

(cc) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

(5) Under this Additional 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.

(6) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

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6. A. Coverage, 6. Coverage Extensions, a. Newly Acquired Or Constructed Property, b. Personal Property Off Premises, c. Outdoor Property, d. Personal Effects, e. Valuable Papers And Records, Paragraph **(3),** and **f. Accounts Receivable,** Paragraph **(2)** are replaced by the following:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Buildings, 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 premises other than the one described, 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 $2,000,000 at each building.

(2) Business Personal Property

(a) If this policy covers 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.

(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.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is $1,000,000 at each premises.

(3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

(a) This policy expires;

(b) 120 days expire after you acquire the property 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 Property Off Premises

You may extend the insurance provided by this policy to apply to your Covered Business Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is $100,000. However, if the lost or damaged property is your duplicate or backup "Electronic Data" in storage at a separate location which is at least 100 feet from the premises described in the Schedule, we will pay up to $50,000 at any one storage location.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than trees, shrubs or plants which are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion;

(5) Aircraft or Vehicles;

(6) Windstorm or Hail;

(7) Smoke; or

(8) Vandalism.

The most we will pay for loss or damage under this Extension is $50,000, but not more than $1,000 for any one tree, shrub or plant. This limit does not apply in addition to any limit shown for Outdoor Signs coverage in the Declarations.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

d. Personal Effects

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees, including temporary or leased employees. This Extension does not apply to:

(1) Tools or equipment used in your business; or

(2) Loss or damage by theft.

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If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss in excess of the amount due from that other insurance. At our option any loss covered under this Extension may be adjusted with and payable to you.

The most we will pay for loss or damage under this extension is $50,000 at each described premises.

e. Valuable Papers And Records

(3) The most we will pay under this Coverage extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is $250,000, unless a higher Limit Of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is $25,000.

f. Accounts Receivable

(2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is $250,000, unless a higher Limit Of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is $25,000.

7. A. Coverage, 6. Coverage Extensions is amended by adding the following coverage:

h. Money And Securities

(1) We will pay for loss of "money" and "securities" used in your business while at a "financial Institution", within your living quarters or the living quarters of your partners or any employee (including a temporary or leased employee) having use and custody of the property, or while in the custody of a person you have authorized to have custody of the "money" or "securities", at the described premises, or in transit between any of these places resulting directly from:

(a) Theft, meaning any act of stealing;

(b) Disappearance; or

(c) Destruction.

(2) In addition to the Limitations and Exclusions applicable to **Section I – Property,** we will not pay for loss:

(a) Resulting from accounting or arithmetical errors or omissions;

(b) Due to the giving or surrendering of property in any exchange or purchase; or

(c) 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.

(3) All loss:

(a) Caused by one or more persons; or

(b) Involving a single act or series of related acts;

is considered one occurrence.

(4) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

(5) In the event of loss or damage we will determine the value as follows:

(a) "Money" at its face value; and

(b) "Securities" at their value at the close of business on the day the loss is discovered.

(6) The most we will pay under this Extension for loss in any one occurrence is $50,000.

i. Premises Damage Resulting From Burglary or Robbery

We will pay for loss or damage to the building at the described premises caused by or resulting from actual or attempted burglary or robbery if you are legally obligated to pay such loss or damage. The most we will pay under this Extension is $10,000 at each described premises.

j. Claims Data Expense

We will pay up to $50,000 for reasonable costs you incur preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss.

We will not pay for expenses or fees you incur from public insurance adjusters or for expenses related to claims not covered by this policy.

k. Fine Arts

We will pay for loss or damage, including breakage, to your fine arts or fine arts of others in your care, custody or control. For the purpose of this Extension fine arts means antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains; rare books; antique silver; rare glass; manuscripts and other bona fide works of art of rarity, historical value or artistic merit.

We will determine the value of the fine arts at market value at the time of loss or damage.

In case of loss or damage to a pair or set, we will pay you the full value of the pair or set and you agree to surrender the remaining articles of the set to us.

Our payment for loss or damage to fine arts of others will only be for the account of the owner of the property. If other insurance exists for loss or damage covered under this Extension, whether it can be collected or not, this Extension will not apply to that part of the loss.

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The most we will pay under this Extension is $100,000.

l. Appurtenant Buildings And Structures

a. You may extend the insurance that applies to Building to apply to direct physical loss or damage by a covered Cause of Loss to unscheduled incidental appurtenant buildings or structures which are at described premises where Building coverage applies.

b. Incidental appurtenant buildings or structures include, but are not limited to storage buildings, garages, pump houses, and above ground tanks. But incidental appurtenant buildings or structures does not include:

(1) Outdoor signs, whether or not attached to a building;

(2) Any property covered under the **Outdoor Property** Coverage Extension; or

(3) Any property excluded under the provisions of **Property Not Covered** in the **Coverage** section.

c. The most we will pay for loss or damage in any one occurrence under this Coverage Extension is $50,000.

m. Expediting Expenses

We will pay reasonable expenses necessary to expedite permanent repairs or replacement and make temporary repairs when a Covered Cause of Loss results in direct physical loss or damage to Covered Property. Expediting expenses include additional labor or overtime, and transportation costs.

The most we will pay for all expediting expenses in any one occurrence is $25,000.

n. Errors in Design

You may extend the insurance applying to "Computer(s)" to cover direct physical loss to your "Computer(s)" that results from errors in design or the use of faulty materials in the development, manufacture or installation of the equipment. This coverage does not apply to "Electronic Data".

This coverage extension is included within the Limit of Insurance applying to Business Personal Property at the described location.

o. Computer Virus

The Errors or Omissions Exclusion **B.2.m.** in the Businessowners Coverage form does not apply to this Coverage Extension.

The most we will pay for loss or damage under this Coverage Extension is the lesser of $25,000. This is the only portion of this policy that provides coverage for computer virus loss regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This coverage extension is included within the Limit of Insurance applying to Business Personal Property at the described location.

p. Brands and Labels

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

(1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or

(2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

b. We will pay reasonable costs you incur to perform the activity described in **a.(1)** or **a.(2)** above. But the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.

q. Electrical Injury

We will pay for loss or damage caused by a change in artificially generated electrical current including a power surge, reduced voltage, blackout, brownout or other interruptions of normal electric power supply if such loss or damage exceeds the deductible for this extension.

This Coverage Extension is included within the Limit of Insurance applying to Business Personal Property at the described location.

This Coverage Extension is not subject to the term of the electrical apparatus Exclusion **B.2.a.,** to the extent that such Exclusion would conflict with the provisions of this Coverage Extension.

8. **C. Limits Of Insurance, 2.** $1,000 limitation to outdoor signs attached to buildings, is deleted.

9. The following is added to **Section D. Deductibles:**

4. With respect to the coverages provided by this endorsement, we will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds $500 or the Property Deductible shown on the Businessowners Declarations, whichever is less. We will then pay the amount of loss or damage in excess of $500 or the Property Deductible shown on the Businessowners Declarations, whichever is less, up to the applicable Limit of Insurance.

10. In regard to coverage on "Computer(s)" and "Electronic Data" provided within this form, **E. Property Loss Conditions, 5. Loss Payment, d.(3), (b)** is deleted.

11. Under H. Property Definitions

1. "Computer" means (b) is replaced and (c) is added:

(b) Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission, including related communication networks.

(c) Air conditioning equipment used exclusively in your data processing operations.

9. The following Paragraph **9.a.(1)** is replaced in the "Period of Restoration" definition :

a. Means the period of time that:

(1) Begins immediately after the time of direct physical loss or damage caused by or resulting from any covered cause of loss at the described premises; and

The following definitions are added:

15. "Perishable stock" is defined as personal property that is:

(1) Maintained under controlled conditions for its preservation; and

(2) Susceptible to loss or damage if the controlled conditions change.

16. "Financial Institution" means:

(1) With regard to the **Computer And Funds Transfer Fraud Additional Coverage:**

a. A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;

b. An insurance company; or

c. A stock brokerage firm or investment company.

(2) With regard to all other **Additional Coverages or Coverage Extensions:**

a. Any financial institution.

17. "Fraudulent instruction" means:

1. With regard to Paragraph **y.(1)(a)** of the **Computer And Funds Transfer Fraud** Additional Coverage:

a. A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or

b. A written instruction (other than those covered under the **Forgery Or Alteration** Additional Coverage) issued to a "financial institution" directing the financial institution to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.

2. With regard to Paragraph **y.(2)** of the **Computer And Funds Transfer Fraud** Additional Coverage:

A "computer", telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change electronic data or computer programs within a computer system covered under this insurance, which instruction in fact was fraudulently issued by your computer software contractor.

18. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":

1. By means of a computer, telefacsimile, telephone or other electronic instructions; or

2. By means of written instructions (other than those covered under the **Forgery Or Alteration** Additional Coverage) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system

12. Throughout the forms modified by this endorsement the words "within 100 feet" are replaced with "within 1,000 feet."

13. In regard to coverage on "Computer(s)" and "Electronic Data" provided by this endorsement, the following changes are made to paragraph **B. Exclusions.**

The following exclusions do not apply:

(1) Paragraph **B.2.c.**

(2) Paragraph **B.2.d.**

(3) Paragraph **B.2.l.(2)**

(4) Paragraph **B.2.l.(3)**

(5) Paragraph **B.2.l.(4)**

(6) Paragraph **B.2.l.(5)**

Exclusion **B.2.l.(7)** is replaced by the following:

(7) The following causes of loss to "Computer(s)" and "Electronic Data":

(a) Dampness or dryness of atmosphere or changes in, or extremes of temperature, unless such conditions result from physical damage caused by a covered cause of loss to an air conditioning unit or system, including equipment and parts, which is part of, or used in the data processing operation.

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(b) Marring or scratching.

But if an excluded cause of loss that is listed in **B.2.I.(1), (6)** or **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

SECTION II – LIABILITY

Section II – Liability is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by the endorsement.

1. The insurance provided under Paragraphs **A.1.f.(1)(b)** and **A.1.f.(1)(d)** of **Coverage Extension – Supplementary Payments** are replaced by the following:

(b) Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

2. Paragraph **A.2.a.(3)(b) Medical Expenses** is replaced by the following:

b. The expenses are incurred and reported to us within three years of the date of the accident; and

3. With respect to **B.1. Exclusions Applicable To Business Liability Coverage,** Paragraphs **k.(3), k.(4), k.(6)** and **l.** do not apply to the use of elevators.

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

4. With respect to **B.1.a. Exclusions Applicable To Business Liability Coverage** is replaced with the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

5. The following is added to Paragraph **C.1. Who Is An Insured:**

f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, an insured does not include any subsidiary that is an insured under any other General Liability policy, or would have been an insured under such policy but for termination of that policy or the exhaustion of that policy's limits of liability.

6. The following is added to Paragraph **C. Who Is An Insured:**

3. 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, will qualify as a Named Insured if there is no other similar insurance available to that organization.

However:

a. Coverage under this provision is afforded only until the end of the policy period.

b. Paragraph **A.1. Business Liability** does not apply to:

(1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

This provision does not apply to newly formed or acquired organizations if coverage is excluded either by the provisions of the Coverage Part or by endorsements.

7. The following is added to Paragraph **C. Who Is An Insured**:

Paragraph **2.a.(1)** is amended to add the following:

e. Paragraphs **(a), (b),** and **(c)** do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

8. The following replaces **D. Liability and Medical Expenses Limits of Insurance** Paragraph **3.**

The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of damage by fire, smoke or leakage from automatic protection systems while rented to you or temporarily occupied by you with permission of the owner is $500,000 unless a higher limit is shown in the Declarations.

9. The following replaces **D. Liability and Medical Expenses Limits of Insurance 4. Aggregate Limits**

The most we will pay for:

a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.

b. All:

(1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Plus medical expenses;

(3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit. Subject to Paragraph **a.** or **b.** above, whichever applies, the Damage To Premises Rented To You limit of $500,000, unless a higher limit is shown in the Declarations, is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

The **Limits of Insurance of Section II – Liability** apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

10. The following is added to Paragraph **E.2. Liability And Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

e. The requirement in Paragraph **E.2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company;

(4) An "executive officer" or an insurance manager, if you are a corporation; or

(5) A trustee, if you are the trust.

f. The requirement in Paragraph **E.2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company;

(4) An "executive officer" or an insurance manager, if you are a corporation; or

(5) A trustee, if you are the trust.

11. Paragraph **F.3. Liability And Medical Expenses Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at anytime.

Section III Common Policy Conditions (Applicable to Section I – Property and **Section II – Liability)**

Section III – Common Policy Conditions is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by the endorsement.

M. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

N. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The following paragraph is added:

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

O. Unintentional Failure to Disclose

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an “insured”:

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional “insured” under your “auto” Policy to provide “bodily injury” or “property damage” coverage, but only with respects to liability arising out of the use of a covered “auto” you own, hire or borrow and resulting from the acts or omissions by you, any of your “employees” or agents. The insurance afforded to such additional “insured” will not be broader than that which you are required to provide for such additional “insured” and applies only to a written contract executed prior to the “bodily injury” or “property damage” and is still in force at the time of the “accident”.

2. With respect to the insurance afforded to the additional “insured” described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage:**

The most we will pay on behalf of the additional “insured” is the amount of insurance:

(1) Required by the written contract or agreement described above, or

(2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations;

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

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.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

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

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered “auto” you own.

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

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

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(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, **Supplementary Payments (2)** and **(4)** are replaced by the following:

(2) Up to $5,000 for the 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.

(4) 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.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" that is a private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 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 Cause 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 expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is $5,000, in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

(1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of $100,000, Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any “auto” that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered “auto” under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of $10,000 on the lease or loan for a covered “auto”, including up to a maximum of $500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy’s **Physical Damage Coverage**; and
2. Any:
   a. Overdue or any deferred lease/loan payments at the time of the "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. Security deposits not returned by the lessor;
   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to Personal Property Of Others in or on your covered “auto” in the event of a covered “auto” loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days

   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred; or
   b. $75 per day, subject to a $2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.

2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to $2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total “loss” to a covered “auto” you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered “auto”, minus any applicable deductible shown in the Declarations, at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph **2.** is replaced by the following:

2. Regardless of the number of covered “autos” damaged or stolen the maximum deductible applicable for all “loss” in any one event caused by:

a. Theft or Mischief or Vandalism; or

b. All Perils

c. Collision

Will be equal to two times the highest deductible applicable to any one covered “auto” on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered “autos” were damaged or stolen in the “loss”.

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered “autos”, no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered “auto(s)”.

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – **Physical Damage D. Deductible** is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any “loss” caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an “accident”, claim, “suit” or “loss” is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an “accident”, claim, “suit” or “loss”.

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage **Form's Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	6/1/2023	Policy No.	SWC1441252	Endorsement No.	0
Insured	Big Sky Linen & Uniform, Incorporated			Premium $	
Insurance Company	Security National Insurance Company				

Countersigned by _____

City Council Regular

Date:	02/12/2024
Title:	Purchase 8 Police Utility Vehicles from Duval Ford
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve the purchase of eight (8) 2023 Ford Interceptor SUV vehicles from Duval Ford in the amount of $389,020.16.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The State of Montana conducts an annual competitive bidding process for law enforcement vehicles. Pursuant to MCA 18-4-402, local government agencies are permitted to take advantage of the cost savings realized by the State's purchasing volume. Cooperative purchasers benefit by purchasing through State term contracts through cost savings, expedited order processing, as well as insuring all procurement is completed via proper procurement rules governed by the State and City.

However, Fleet Services was able to negotiate additional discounts off of the State bid and are recommending the discounted prices for award. For this specific model State bid for Duval Ford is $54,982.32. The City received a quote of $48,627.52 per vehicle.

Staff is requesting that the City Council approve the purchase of eight (8) 2023 Ford Interceptor SUV vehicles from Duval Ford in the amount of $389,020.16.

ALTERNATIVES

City Council may:

- Approve the purchase of the 8 vehicles from Duval Ford; or,
- Not Approve the purchase of the 8 vehicles from Duval Ford and require BPD to issue a formal call for sealed bids, delaying the procurement by at least 8 months.

FISCAL EFFECTS

The FY2024 budget included $244,680 for 6 vehicles replacement and the FY2025 Equipment Replacement Plan includes 3 vehicle replacements. Staff is requesting to purchase eight vehicles in FY24 because Ford has opened their 2025 model year order banks at this time, and the order banks will likely be closed later this year. If all eight vehicles are approved, a budget amendment from the Equipment Replacement Fund will be needed in FY24 for the additional vehicles ($144,340). Cash is available for these vehicles, as it has been set aside for next years anticipated purchase. One vehicle is being deferred due to budgetary constraints.

Attachments

Quote Form

~~E~~ SUV

Revised 6/16/20

CITY OF Billings

QUOTE FORM

Name:	Nick Westburg		Department:	Fleet
Title:	Fleet Manager		Division:	Finance
Phone #:	406-657-8229		Date:	1/2/24

ITEM(S) DESCRIPTION: Quote for police cars

Vendor Name & Phone	Person Contacted	Unit Price	Freight/Handling Charges	Total Extended Price
Laurel Chevrolet	Ken Fichtner	$60,153.27	0	$60,153.27x8= $481,226.16
Freemont Motors	Brent Silva	$50,165.00	0	$50,165.00x8= $401,320.00
Dana Safert Supply/Duvall Ford	Kirk Fried	$48,627.52	0	$48,627.52x8= $389,020.16

COMMENTS: This quote is for 8 police cars, Dana Safety Supply is the recommended vendor.

Dana Safety Supply/ Duvall Ford	
Recommended Vendor	Authorized Vendor
Nick Westburg	1/2/24
Signature	Purchasing Agent Signature Date

Prepared for: Nick Westburg, City of Billings
4848 Midland Rd
Billings, MT 59101

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350



Client Proposal

Prepared by:
Kirk Fried
Office: 406-770-0670
Email: kfried@danasafetysupply.com
Date: 10/25/2023

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs

Dimensions

- Conventional Capacity: 5,000 lbs.
- Vehicle body width: 78.9"
- Wheelbase: 119.1"
- Rear track: 66.9"
- Interior rear cargo volume with seats folded: 90.3 cu.ft.
- Total passenger volume: 118.0 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 40.7"
- Shoulder room second-row: 61.3"
- Hip room second-row: 59.1"
- Vehicle body length: 198.8"
- Vehicle body height: 69.4"
- Front track: 66.9"
- Interior rear cargo volume: 52.0 cu.ft.
- Max interior rear cargo volume: 90.3 cu.ft.
- Headroom first-row: 40.7"
- Leg room first-row: 40.9"
- Shoulder room first-row: 61.8"
- Hip room first-row: 59.3"

Powertrain

* **3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP**
- Spark ignition system
- Torque: 260 lb.-ft.@4000 RPM
- Engine oil cooler
- 10-speed automatic
- All-wheel drive
- Easy Fuel capless fuel filler
- Permanent locking hub control
- Engine cylinders: V-6
- Horsepower: 285 HP@6500 RPM
* **Engine block heater**
- Heavy-duty radiator
- Automatic full-time AWD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control

Fuel Economy and Emissions

- Gasoline secondary fuel type
* **E85 additional fuel types**
- ULEV II emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Rear anti-roll bar
- Rack-pinion steering
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill start assist
- Strut front suspension
- Front coil springs
- Multi-link rear suspension
- Electric power-assist steering system
- 2-wheel steering system

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Body Exterior

- Trailer wiring harness
- Clearcoat paint
- Body-coloured bodyside cladding
- Black side window trim
- Black door handles
- Black front bumper rub strip
- Body-coloured rear bumper
- Black grille
- * **Driver side mirror clearance lights**
- * **Exterior mirror LED spot lights**
- Standard style side mirrors
- Conventional left rear passenger door
- Liftgate rear cargo door
- 18 x 8-inch front and rear black steel wheels
- 4 doors
- Monotone paint
- Black wheel well trim
- Black windshield trim
- Body-coloured front bumper
- Front tow hook
- Black rear bumper rub strip
- Black door mirrors
- * **Exterior mirror mounted clearance lights**
- * **Passenger side mirror clearance lights**
- Convex spotter in driver and passenger side door mirrors
- Conventional right rear passenger door
- P255/60RW18 AS BSW front and rear tires

Convenience

- Power door locks
- Cruise control with steering wheel mounted controls
- * **Auto-dimming rear view mirror**
- Cargo area tray/organizer
- Power cargo area access release
- Heated rear wiper park
- Fixed rear windshield
- 2 beverage holders
- Dashboard storage
- PRND in IP
- Power tailgate/rear door lock
- Day/Night rearview mirror
- Power first-row windows
- Driver foot rest
- Fixed interval rear windshield wipers
- Rear window defroster
- Locking glove box
- Driver and passenger door bins
- Retained accessory power
- Trip computer

Comfort

- Automatic climate control
- * **Rear climate control system**
- Rear under seat climate control ducts
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel
- Dual-zone front climate control
- Cabin air filter
- * **Rear headliner/pillar climate control ducts**
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel

Seats and Trim

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Manual reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Cloth front seat upholstery
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar

Entertainment Features

- 1 total number of 1st row displays
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 4
- Steering wheel mounted audio controls
- Integrated roof audio antenna
- 4.2 inch primary LCD display
- In-vehicle audio
- FM radio
- External memory control
- Standard grade speakers
- Speed sensitive volume

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- Trip odometer
- Driver information center
- Tachometer
- Engine hour meter
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Speed sensitive wipers
- Rear reading lights
- High mounted center stop light
- Fade interior courtesy lights
- Analog instrumentation display
- In-radio display clock
- Redundant digital speedometer
- Engine/electric motor temperature gauge
- Traction battery level gauge
- Projector beam headlights
- Auto on/off headlight control
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- LED brake lights

Technology and Telematics

- Bluetooth handsfree wireless device connectivity
- 1 USB port
- Fleet Telematics Modem selective service internet access

Safety and Security

- Driver front impact airbag
- Curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor

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Selected Equip & Specs (cont'd)

- Passenger side knee airbag
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- External acoustic pedestrian alert
- Electronic stability control system with anti-roll
- Manual rear child safety door locks
- 7 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Rear camera with washer
- * **Rear parking sensors**

Dimensions

General Weights

* **GVWR**	**6,465 lbs.**	Payload	1,670 lbs.

Trailering Weights

Conventional capacity	5,000 lbs.

Off Road

* **Min ground clearance**	**7.6"**	Loading floor height	30.9 "

Exterior Measurements

Vehicle body length	198.8"	Vehicle body width	78.9"
Vehicle body height	69.4"	Wheelbase	119.1"
Front track	66.9"	Rear track	66.9"

Interior Measurements

Interior rear cargo volume	52.0 cu.ft.	Max interior rear cargo volume	90.3 cu.ft.
Interior cargo area max width	47.9 "	Interior rear cargo volume with seats folded	90.3 cu.ft.
Length to rear seat	46.2 "		

Interior Volume

Total passenger volume	118.0 cu.ft.

Headroom

Headroom first-row	40.7"	Headroom second-row	40.4"

Legroom

Leg room first-row	40.9"	Leg room second-row	40.7"

Shoulder Room

Shoulder room first-row	61.8"	Shoulder room second-row	61.3"

Hip Room

Hip room first-row	59.3"	Hip room second-row	59.1"

Powertrain

Engine

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

* **Engine** **3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP**
Valves per cylinder 4
Engine cylinders V-6
Engine location Front mounted engine
Ignition Spark ignition system
Engine mounting direction Longitudinal mounted engine
Engine block material Iron engine block
Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 3.3L
cc 204 cu.in.
Bore 3.56"
Stroke 3.41"
Compression ratio 12.0

Engine Power

Horsepower 285 HP@6500 RPM
Torque 260 lb.-ft.@4000 RPM

Alternator

* **Alternator amps** **250A**
* **Alternator type** **Regular duty alternator**

Battery

Battery amps 80Ah
* **Battery type** **Lead acid battery**
* **Battery rating** **730CCA**

Engine Extras

* **Block heater** **Engine block heater**
Engine cooler Engine oil cooler
Radiator Heavy-duty radiator

Transmission

Transmission 10-speed automatic
Transmission electronic control Transmission electronic control
Overdrive transmission Overdrive transmission
Lock-up transmission Lock-up transmission
First gear ratio 4.696
Second gear ratio 2.985
Third gear ratio 2.146
Fourth gear ratio 1.769
Fifth gear ratio 1.52
Sixth gear ratio 1.275
Reverse gear ratio 4.866
Seventh gear ratio 1
Eighth gear ratio 0.854
Ninth gear ratio 0.689
Tenth gear ratio 0.636
Transmission oil cooler Transmission oil cooler

Drive Type

4WD type Automatic full-time AWD
Drive type All-wheel drive

Drivetrain

Axle ratio 3.73

Exhaust

Tailpipe Stainless steel dual exhaust

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Fuel

Fuel type ..... regular unleaded

Fuel Tank

Capless fuel filler ... Easy Fuel capless fuel filler

* **Fuel tank capacity** ..... **21.40 gal.**

Drive Feature

Traction control ... All-speed ABS and driveline traction control

Locking hub control ... Permanent locking hub control

Electric Powertrain

Number of electric motors 1

Provisions

Provisions ..... Police/fire provisions

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type ... Gasoline secondary fuel type

Emissions

Emissions ..... ULEV II emissions

Emissions tiers ..... Tier 2 Bin 5 emissions

Fuel Economy (Alternate 1)

* **Additional fuel types** ..... **E85 additional fuel types**

Suspension and Handling

Suspension

Suspension ..... Standard ride suspension

Front shock absorbers ... Gas-pressurized front shock absorbers

Rear shock absorbers ... Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type ..... 4-wheel disc brakes

Ventilated brakes ... Front and rear ventilated disc brakes

ABS brakes ..... Four channel ABS brakes

ABS brakes ... 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist ..... Hill start assist

Brake assist system ..... Brake assist system

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Front Suspension

Anti-roll bar front ..... Front anti-roll bar
Suspension ride type front ..... Independent front suspension
Suspension type front ..... Strut front suspension

Front Spring

Regular front springs ..... Regular front springs
Springs front ..... Front coil springs

Rear Spring

Springs rear ..... Rear coil springs
Rear springs ..... Regular grade rear springs

Rear Suspension

Anti-roll bar rear ..... Rear anti-roll bar
Suspension ride type rear ..... Independent rear suspension
Suspension type rear ..... Multi-link rear suspension

Steering

Steering ..... Electric power-assist steering system
Steering type number of wheels ..... 2-wheel steering system
Steering type ..... Rack-pinion steering

Exterior

Front Wheels

Front wheels diameter ..... 18"
Front wheels width ..... 8"

Rear Wheels

Rear wheels diameter ..... 18"
Rear wheels width ..... 8"

Front And Rear Wheels

Appearance ..... black
Material ..... steel

Front Tires

Aspect 60
Sidewalls ..... BSW
Tread ..... AS
Width 255mm
Diameter ..... 18"
Speed ..... W
Type ..... P

Rear Tires

Aspect 60
Sidewalls ..... BSW
Tread ..... AS
Width 255mm
Diameter ..... 18"
Speed ..... W
Type ..... P

Body Exterior

Trailering

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Towing capability ..... Trailer towing capability
Towing hitch ..... Trailer hitch
Towing class ..... Class III tow rating
Towing wiring harness ..... Trailer wiring harness

Exterior Features

Number of doors ..... 4 doors
* **License plate front bracket** ..... **Front license plate bracket**

Body

Body panels ..... Galvanized steel and aluminum body panels with side impact beams

Mirrors

Convex spotter ..... Convex spotter in driver and passenger side door mirrors

Spare Tire

Spare tire ..... Full-size spare tire with steel wheel
Spare tire location ..... Spare tire mounted under the cargo floor

Aerodynamics

Spoiler ..... Rear lip spoiler

Wheels

Wheel covers ..... Wheel hub covers

Convenience

Door Locks

Door locks ..... Power door locks
Tailgate control ..... Power tailgate/rear door lock

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Rear View Mirror

* **Rearview mirror** ..... **Auto-dimming rear view mirror**
Day/Night rearview mirror ..... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors ..... Manual folding door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Overhead Console

Overhead console ..... Mini overhead console
Overhead console storage ..... Overhead console storage

Driver Visor

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Visor driver mirror ..... Driver visor mirror

Passenger Visor

Visor passenger mirror ... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets

Cargo Features

Cargo tie downs ..... Cargo area tie downs

Cargo light ..... Cargo area light

Cargo Trim

Cargo floor type ..... Carpet cargo area floor

Trunk lid trim ..... Plastic trunk lid trim

Pedals

Driver foot rest ..... Driver foot rest

Remote Releases

Cargo access ..... Power cargo area access release

Rear Windshield

Rear window defroster .... Rear window defroster

Rear windshield wipers ..... Fixed interval rear windshield wipers

Rear windshield ..... Fixed rear windshield

Heated wiper area ..... Heated rear wiper park

Storage

Door bins front Driver and passenger door bins

Glove box ..... Locking glove box

Number of beverage holders 2 beverage holders

Dashboard storage ..... Dashboard storage

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows

One-touch down window ... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows

Third-row windows ..... Fixed third-row windows

Miscellaneous

Trip computer ..... Trip computer

Accessory power .... Retained accessory power

PRND in IP ..... PRND in IP

Comfort

Climate Control

Climate control ..... Automatic climate control

* **Rear headliner/pillar ducts** ..... **Rear headliner/pillar climate control ducts**

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Dual-zone front climate control ... Dual-zone front climate control
* **Rear climate control ... Rear climate control system**
Cabin air filter ... Cabin air filter
Rear under seat ducts ... Rear under seat climate control ducts

Headliner

Headliner material ... Cloth headliner material
Headliner coverage ... Full headliner coverage

Door Trim

Door panel insert ... Metal-look door panel insert

Floor Trim

Floor covering ... Full vinyl floor covering
Floor coverage ... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ... Vinyl rear seat upholstery
Rear seatback upholstery ... Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic ... Manual telescopic steering wheel
Steering wheel material Urethane steering wheel
Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity ... 5

Front Seats

Driver seat direction ... Driver seat with 8-way directional controls
Height adjustable driver seat ... Power height adjustable driver seat
Driver seat fore/aft control ... Power driver seat fore/aft control
Driver seat cushion tilt Power driver seat cushion tilt
Passenger seat direction ... Front passenger seat with 4-way directional controls
Split front seats ... Bucket front seats
Reclining passenger seat ... Manual reclining passenger seat
Passenger seat fore/aft control Manual passenger seat fore/aft control
Front head restraints ... Height adjustable front seat head restraints
Front head restraint control ... Manual front seat head restraint control
Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats ... Split-bench rear seat
Rear seats fixed or removable ... Fixed rear seats
Folding second-row seats ... 35-30-35 folding rear seats
Rear seat direction ... Front facing rear seat
Rear seat folding position ... Fold forward rear seatback
Rear head restraints Height adjustable rear seat head restraints

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Rear head restraint control ..... Manual rear seat head restraint control

Number of rear head restraints ... 3 rear seat head restraints

Lumbar Seats

Driver lumbar ..... Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery ..... Vinyl front seatback upholstery

Interior Accents

Interior accents ..... Metal-look interior accents

Gearshifter Material

Gearshifter material ..... Urethane gear shifter material

Entertainment Features

LCD Displays

Number of first-row LCD displays 1 total number of 1st row displays

LCD primary display size ... 4.2 inch primary LCD display

Radio Features

External memory ..... External memory control

Seek scan ..... Seek scan

Speakers

Speakers ..... Standard grade speakers

Speakers number 4

Audio Features

Steering mounted audio control ..... Steering wheel mounted audio controls

Speed sensitive volume Speed sensitive volume

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Metal-look instrument panel insert

Instrumentation

Trip odometer ..... Trip odometer

Instrumentation display ... Analog instrumentation display

Instrumentation Displays

Speedometer ... Redundant digital speedometer

Driver information center ..... Driver information center

Clock ..... In-radio display clock

Instrumentation Gauges

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Tachometer ..... Tachometer

Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge

Traction battery level gauge ..... Traction battery level gauge

Engine hour meter ..... Engine hour meter

Instrumentation Warnings

Engine temperature warning ..... Engine temperature warning

Low fuel warning ..... Low fuel warning

Oil pressure warning ..... Oil pressure warning

Low washer fluid warning ..... Low washer fluid warning

Low brake fluid warning ..... Low brake fluid warning

Battery charge warning ..... Battery charge warning

Headlights on reminder ..... Headlights on reminder

Key in vehicle warning ..... Key in vehicle warning

Door ajar warning ..... Door ajar warning

Trunk warning ..... Rear cargo ajar warning

Service interval warning ..... Service interval indicator

Low tire pressure warning ..... Tire specific low air pressure warning

Glass

Tinted windows ..... Deep tinted windows

Headlights

Headlights ..... LED low and high beam headlights

Headlight type ..... Projector beam headlights

Auto headlights ..... Auto on/off headlight control

Multiple headlights ..... Multiple enclosed headlights

Front Windshield

Wipers ..... Variable intermittent front windshield wipers

Speed sensitive wipers ..... Speed sensitive wipers

Interior Lighting

Variable panel light ..... Variable instrument panel light

Front reading lights ..... Front reading lights

Rear reading lights ..... Rear reading lights

Lights

Interior courtesy lights ..... Fade interior courtesy lights

LED brake lights ..... LED brake lights

High mount stop light ..... High mounted center stop light

Technology and Telematics

Connectivity

Handsfree ..... Bluetooth handsfree wireless device connectivity

Internet Access

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Selected Equip & Specs (cont'd)

Internet access ..... Fleet Telematics Modem selective service internet access

USB Ports

USB ports ..... 1 USB port

Safety and Security

Airbags

Front impact airbag driver ..... Driver front impact airbag
Front impact airbag passenger ..... Passenger front impact airbag
Front side impact airbag driver ..... Seat mounted side impact driver airbag
Occupancy sensor ..... Airbag occupancy sensor
Number of airbags ..... 7 airbags
Knee airbag ..... Passenger side knee airbag
Front side impact airbag passenger ..... Seat mounted side impact front passenger airbag
Overhead airbags ..... Curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt ..... Rear seat center 3-point seatbelt
Seatbelt pretensioners ..... Front seatbelt pretensioners
Height adjustable seatbelts ..... Front height adjustable seatbelts
Seatbelt pretensioners number ..... 2 seatbelt pre-tensioners

Active Driving Assistance

External acoustic pedestrian alert ..... External acoustic pedestrian alert

Cameras

Rear camera ..... Rear camera with washer

Traction Control

Electronic stability control ..... Electronic stability control system with anti-roll

Parking Sensors

* **Parking sensors ..... Rear parking sensors**

Occupant Safety

Child door locks ..... Manual rear child safety door locks

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle

Description

Base Vehicle

Base Vehicle Price (K8A)

Packages

Order Code 500A

Includes:
- 3.73 Axle Ratio
- GVWR: 6,840 lbs (3,103 kgs)
- Tires: 255/60R18 AS BSW
- Wheels: 18" x 8" 5-Spoke Painted Black Steel
Includes polished stainless steel hub cover and center caps.
- Unique HD Cloth Front Bucket Seats w/Vinyl Rear
Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.
- Radio: AM/FM/MP3 Capable
Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.

Powertrain

Engine: 3.3L V6 Direct-Injection (FFV)

(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.

Transmission: 10-Speed Automatic (44U)

3.73 Axle Ratio

GVWR: 6,840 lbs (3,103 kgs)

Wheels & Tires

Tires: 255/60R18 AS BSW

Wheels: 18" x 8" 5-Spoke Painted Black Steel

Includes polished stainless steel hub cover and center caps.

Seats & Seat Trim

Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.

Other Options

Monotone Paint Application

119" Wheelbase

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle (cont'd)

Description

Radio: AM/FM/MP3 Capable

Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.

Front Headlamp Lighting Solution

Recommend using ultimate wiring package (67U).

Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.

Includes:
- Grille LED Lights, Siren & Speaker Pre-Wiring

Tail Lamp Lighting Solution

Recommend using ultimate wiring package (67U).

Includes LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps. LED lights only. Wiring and controller not included.

Ultimate Wiring Package

Recommend police wire harness connector kit (67V).

Includes wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights. Does not include LED lights, side connectors or controller.

Includes:
- Rear Console Plate
Contours through 2nd row; channel for wiring.
- Grille LED Lights, Siren & Speaker Pre-Wiring

Front & Rear Police Wire Harness Connector Kit

For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector.

Engine Block Heater

Front License Plate Bracket

Dark Car Feature

Courtesy lamps disabled when any door is opened.

Grille LED Lights, Siren & Speaker Pre-Wiring

Side Marker LED Sideview Mirrors

Recommend using ready for the road package (67H) or ultimate wiring package (67U).

Includes driver side - red/passenger side - blue. Located on exterior mirror housing. LED lights only. Wiring and controller not included.

Driver Only LED Spot Lamp (Unity)

Rear View Camera

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle (cont'd)

Description

Not recommended with option (47E) 12.1" integrated computer screen.

Displayed in rear view mirror. This option replaces the standard display in the center stack area. Camera can only be displayed in the center stack (std) or the rear view mirror (87R).

Includes:
- Electrochromic Rear View Mirror
Video is displayed in rear view mirror.

Rear-Door Controls Inoperable

Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.

Rear Console Plate

Contours through 2nd row; channel for wiring.

Police Engine Idle Feature

This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.

Reverse Sensing System

Rear Auxiliary Air Conditioning

Noise Suppression Bonds (Ground Straps)

Emissions

50 State Emission System

Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Exterior Color

Dark Blue

Interior Color

Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

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Prepared for: Nick Westburg
City of Billings
Prepared by: Kirk Fried
10/25/2023

Duval Ford | 1616 Cassat Ave Jacksonville Florida | 322101600

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$47,165.00
Options	$1,360.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,595.00
Subtotal	$50,120.00

Pre-Tax Adjustments

Code	Description	MSRP
Govt	Government Pricing Discount	-$1,492.48
Total		$48,627.52

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

City Council Regular

Date:	02/12/2024
Title:	Purchase Night Vision Systems for Police S.W.A.T. Team
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve the purchase of Night Vision System in the amount of $345,631.75 from Tactical Night Vision Company.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

City staff was tasked with conducting a Request for Proposals (RFP) process to select a vendor to purchase Night Vision Systems for the Billings S.W.A.T. team.

The national standard and best practice for tactical teams that are similar to the size of the Billings Police S.W.A.T. team, is to be fully capable in daytime and low or no light conditions. Currently, neither the Billings Police S.W.A.T. team nor the Yellowstone County Sheriff's Tactical Response team, are fully capable in low or no light conditions. In an effort to remedy this deficiency, grant funding was applied for and secured through the State Homeland Security Grant Program in the amount of $345,000 to outfit both teams with night vision systems. The grant funding will cover the cost of onsite training, and night vision systems equipment to be divided among both teams.

On October 23, 2023, City Council approved a Federal Homeland Security Grant in the amount of $345,000 to purchase the Night Visions Systems.

The RFP was advertised on 1/19/24 and 1/26/24 with responses due by 1/31/2024. Three responses were received. A selection committee was formed, including staff from the Police Department and Liz Kampa, the City's Purchasing Agent. The committee reviewed all three proposals and are unanimously recommending contract award to Tactical Night Vision Company in the amount of $345,631.75..

ALTERNATIVES

City Council may:

- Approve a contract with Tactical Night Vision Company in the amount of $345,631.75; or,
- Not Approve a contract with Tactical Night Vision Company in the amount of $345,631.75 and provide further direction to staff.

FISCAL EFFECTS

The State Homeland Security Grant Program will pay for the Night Vision Systems purchase. The Police Department will pay the remaining $631.75.

Attachments

TNVC BPD NVS Contract

BILLINGS POLICE DEPARTMENT

NIGHT VISION SYSTEMS AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and, **TACTICAL NIGHT VISION COMPANY (TNVC)** of 1050 Nevada Street, Suite 405, Redlands, California 92374, hereinafter referred to as "**SELLER**."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **SCOPE OF WORK: SELLER** agrees to sell and **CITY** agrees to purchase the goods described per written **CITY'S** specifications and **SELLER'S** proposal attached hereto as Exhibit "A," which are incorporated into this **AGREEMENT** by this reference. The Scope of Work also includes two-day, on-site law enforcement operations training, as outlined in Exhibit "A."

2. **PRICE:** The **CITY** agrees to pay $345,631.75 as the purchase price. All prices are inclusive of any applicable local, state or federal taxes that may be applied to the product to be purchased. The purchase price is free on board at the place of delivery and **SELLER** may not impose any additional, shipping, delivery or storage charges. The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **SELLER'S** discretion.

3. **DELIVERY AND PAYMENT: SELLER** agrees to deliver the above-described goods or product to **CITY** within 10 weeks of receipt of **CITY'S** order unless otherwise provided in this **AGREEMENT**. Delivery will occur at the Billings Police Department Training Facility or at a place otherwise selected by **CITY**. Upon delivery, **CITY** may inspect the goods or product to ensure that it meets **CITY** specifications, and **SELLER** may obtain specifications from **CITY** upon request. If the Product meets **CITY** specifications, **CITY** shall tender the purchase price stated above to **SELLER** through the **CITY'S** normal claim process.

4. **SPECIFICATIONS: SELLER** agrees that this Product complies with the **CITY'S** specifications provided to **SELLER** and with the **SELLER'S** proposal thereto as accepted by the **CITY**. Unless otherwise agreed to by the **CITY**, the **CITY'S** specifications govern and control in the event of inconsistencies with the **SELLER'S** response to the same.

5. NONDISCRIMINATION:

A. **SELLER** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **SELLER** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **SELLER** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **SELLER** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

B. The **SELLER** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The **SELLER** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The **SELLER** and any subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the

compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **SELLER'S** legal duty to furnish information.

C. The **SELLER** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.

D. The **SELLER** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

E. The **SELLER** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **SELLER** under this **AGREEMENT**.

F. The **SELLER** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

6. DEFAULT AND TERMINATION: If **SELLER** fails to deliver the goods or product as set forth in Paragraphs 2 and 3 above, or violates any provision of this **AGREEMENT**, or if the goods or product fails to meet **CITY'S** specifications, **CITY** may, at its option, declare the **SELLER** in default and immediately cancel and rescind this **AGREEMENT**. Thereafter, **CITY** may procure substitute goods or product to replace the goods or product described herein. In such event, **SELLER** is liable to **CITY** for the difference between the price set forth herein and the price paid by **CITY** for replacement goods or product. Additionally, the **CITY** may pursue any other remedy it has at law or in equity.

7. WARRANTY: Unless superseded or supplemented by an express warranty, **SELLER** represents and warrants that the Product(s) are covered lifetime warranties for merchantability and fitness for the particular purpose for which they have been purchased.

8. ASSIGNMENT: SELLER may not assign this **AGREEMENT** or any of its rights hereunder without the express written consent of **CITY**.

9. ENTIRE AGREEMENT: This **AGREEMENT**, including its appendices, if any, is the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this **AGREEMENT**, including the appendices, must be

in writing and signed by an authorized representative of each of the parties hereto.

10. GOVERNING LAW AND VENUE: This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA **TACTICAL NIGHT VISION COMPANY**

WILLIAM A. COLE, MAYOR **WILL FONG, SALES MANAGER**

APPROVED AS TO FORM

CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK

EXHIBIT A

EQUIPMENT LIST AND PRICE BREAKDOWN

Item	Description	Qty	Unit Price	Total
TNVC-TNVDTNVS-L3WP-BLK	TNVC TNV/DTNVS Standard Gen3 Dual Tube Night Vision Device - L3Harris Unfilmed White Phosphor, Black *** TNVC LIFETIME LIMITED WARRANTY *** 2376+ FOM (33+ SIGNAL TO NOISE RATIO)	32	9,999.00	319,968.00
WLCX-L4G24B	Wilcox L4 G24 Mount w/ Low Profile Breakaway Base - Black P/N: 28300G24-B	31	440.00	13,640.00
TNVC-MHK1-RG-G2	TNVC Mohawk Mk1 (Gen2) Counterweight System - Ranger Green (Battery Tray + 4 Weights)	31	68.00	2,108.00
KC-NERD-RG	Kinetic Consulting NERD Night Vision Elastic Retention Device. Ranger Green.	31	33.75	1,046.25
CS-HS-640-56P	CORE Survival HEL-STAR 6 Multi Function Marker Light LE TACTICAL MODEL - A1(Green Flash), A2(Red Flash), B1(IR Flash Dim) B2(IR Steady) EAR99	31	184.50	5,719.50
TRAIN-NF-CONTRACT-LE	TNVC Contract Night Vision Operator's Course - LE Operations 2 Day Training Included ($5,800 value)	2	0.00	0.00
Ground	UPS Ground (fully insured)	1	3,150.00	3,150.00

Subtotal	$345,631.75
Sales Tax (0.0%)	$0.00
Total	$345,631.75

EXHIBIT A

TNVC PROPOSAL AND TRAINING OVERVIEW

TNVC
TACTICAL NIGHT VISION COMPANY
1050 Nevada Street Suite 405, Redlands, CA 92374 USA
CAGE: 5PPV1 | DUNS: 020943720
(909) 796-7000 phone | (909) 353-1960 fax | sales@tnvc.com

CITY OF BILLINGS

Request for Proposal
for
Night Vision Visual Augmentation Systems
&
Helmet Accessories

RFP: NIGHT VISION SYSTEMS

TNVC
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TNVC, Inc.
1050 Nevada Street
Suite 405
Redlands, California 92374

January 30th, 2024

City of Billings RFP for Night Vision Systems

To Whom It May Concern,

The primary Point of Contact for **TNVC, Inc**. is Will Fong at (909) 796-7000, extension 610 or via e-mail at Will@tnvc.com. Secondary Point of Contact via email is sales@tnvc.com

The attached documentation covers in detail the itemized night vision equipment included in the attached TNVC estimate# 17374-G and this equipment fully satisfies the requirements outlined in the City of Billings Request for Proposal.

The Night Vision Systems and accessories presented in this submission meets/exceeds ALL specifications and requirements listed in this RFP. TNVC includes a Lifetime Limited Warranty on the Night Vision Systems with a 10-year warranty on the Image Intensifier Tubes. The Night Vision Systems feature L3Harris Un-Filmed White Phosphor Mil-Spec tubes, MX10160, with a minimum Figure of Merit (FOM) of 2200 (64+ center resolution and 33+ signal to noise ratio).

The Night Vision Systems will be built at TNVC's ISO 9001 certified facility by TNVC's in house build team. TNVC is the only company who can provide ALL of the requested items factory-direct without needing to go through a distributor or third-party for one or more of the required items. TNVC also directly handles all warranty and servicing of the Night Vision Systems in-house.



Will Fong
Sales Manager, TNVC, Inc.

Attachments: TNVC Estimate# 17374-G

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Executive Summary

TNVC, Inc. (DBA: Tactical Night Vision Company) has been in the Night Vision, Thermal, and Visual Augmentation Systems industry specifically since 2005 and incorporated since 2008 with a valid CAGE and DUNS. TNVC manufactures, assembles, and warranties finished goods and complete systems entirely in-house, and does not outsource any warranty or repair work that could contribute to delays or unnecessary expense for the department or agency.

TNVC, Inc. is one of the largest Law Enforcement & Commercial distributors for L3Harris Technologies and the largest U.S. distributor for ACTinBlack and B. E. Meyers, as well as one of three (3) U.S. factory direct Master Distributor Representatives for Wilcox Industries. TNVC is the only company who can provide ALL of the requested items factory-direct without needing to go through a distributor or third-party for one or more of the required items.

TNVC, Inc. has an active Training Division, including a Full-Time Training Manager specializing in providing training to Law Enforcement and military personnel. TNVC is able to furnish a minimum of 16 hours of New Equipment Training (NET) and Tactical Training taught by certified and insured trainers as part of the Support Package at no additional charge. TNVC's trainers have relevant end-user experience in both military and law enforcement contexts, as well as extensive experience in Command Supply Discipline for maintenance and accountability of property, Composite Risk Management, and creation of Unit Training Programs for sustainment of skills. Tactical Training will be conducted in low light and no light conditions, and will include a safety brief, installation, use, and operation of the equipment, maintenance of equipment, and development of a sustainment training program.

No other company will be able to provide the same level of factory-direct access, training, and customer support to the Agency or Department and provide all of the requested items as-specified without substitution or modification of the Request for Proposals.

TNVC Inc is currently listed in SAM (# N3DHPNJ47S59) as a Veteran-Owned Small Business with an assigned CAGE code (5PPV1) and DUNS number (020943720). We specialize in providing industry-leading visual augmentation systems, modified-COTS solutions, and systems integration as well as training, education, and life-cycle support to government and commercial customers alike. We have demonstrated our commitment as an industry leader with 2nd to none quality by implementing and becoming ISO 9001 certified.

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Key Personnel

Augustine "Augee" Kim, Chief Operating Officer
Augustine "Augee" Kim joined TNVC in 2018 and has helped to oversee TNVC's continued growth and expansion across all aspects of the business, including the launch of several major product lines, as well as key strategic relationships and partnerships, and the creation of TNVC's vSHOTT virtual event in 2021. As COO, Augee will continue to manage the strategic outlook for TNVC, including the smooth integration of product development, key partnerships, business development and sales, marketing, training, and logistics.

Prior to joining TNVC, Augee was a research fellow at West Virginia University, and is currently an officer in the United States Army Reserve. He has completed multiple overseas deployments during GWOT and has served in Infantry, Cavalry, Armor, and Psychological Operations formations. Augee holds an MA from the College of Charleston, and is a graduate of The Citadel, in Charleston, South Carolina.

"I am grateful and humbled by the confidence and trust that Vic [DiCosola] has placed in me, and by our Team here at TNVC," Kim stated. "Even prior to my joining the company, TNVC has always been known for providing the best, most advanced, and most thoroughly vetted and tested equipment to as wide an audience as possible, and I am excited to continue to be on the forefront of that work—we've got a lot of things in the works in both the long and short term that I think will be very exciting to our customers."

Jaimie Cross, Vice President of Administration
Jaimie Cross has been integral to TNVC since joining the company in 2012, managing Administrative Operations, including order processing, customer service, and accounting. Jaimie was also responsible for overseeing the opening of TNVC's current corporate headquarters in California, as well as the creation of TNVC's flagship TNV-Build Program. "I'm so proud to be a part of this team," said Cross, "TNVC is not only a job, it's like a family. We've been through so many things together over the years as the company has grown."

As Vice President of Administration, Jaimie will have oversight over all administrative functions for TNVC, including inventory management and warehouse operations, as well as finance, HR, and the expansion of TNVC's California Headquarters. "As the company has grown, we've needed to continue to improve our processes and expand our infrastructure to better serve our customers; commercial, government, and our dealers, to give them the best possible service and experience," Cross added.

Jaimie is a graduate of California State University, San Bernardino, and holds a Master's degree from Azusa Pacific University.

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Chris Huber, Senior Director of Sales
Chris Huber has been involved in the Night Vision industry for nearly two decades, starting at Morovision in 2004 as a major distributor of ITT/Exelis products eventually becoming the Sales Director before joining TNVC in 2014.

As Senior Director of Sales, Chris will oversee all aspects of Sales for TNVC, including the expansion of both Commercial Distribution and Dealer Sales as well as Government Sales and Business Development, including TNVC's expanded Law Enforcement Business Development and Sales Team which seeks to address LE-specific technology and equipment needs, including the ability to provide Modified-COTS solutions to LE customers. Chris's deep industry knowledge and experience will help to drive strategic decision making and future planning for TNVC.

"I've really enjoyed being a part of the TNVC team over the last 8 years," said Huber. "I'm proud of the success and growth we have accomplished, and there's more interest in night vision and thermal now than I've ever seen from all sectors, which is great, but the challenge is to grow smartly. Growing smartly isn't just about making more sales—one of TNVC's greatest assets from the start has been the emphasis on knowledge and education, and of course quality, something we intend to continue."

Wendy Sanderson, Director of Federal & Program Sales
Prior to joining TNVC, Wendy spent fifteen years within L3Harris Integrated Vision Solutions in Londonderry, New Hampshire previously known as Insight Technologies which has developed some of the most advanced Visual Augmentation Systems technologies still used by the most elite warfighters, including the AN/PEQ-15 and LA-5 Advanced Target

Pointer/Illuminator/Aiming Laser (ATPIAL), LA-23 Next Generation Aiming Laser (NGAL), AN/PVS-31A Binocular Night Vision Device (BNVD), Ground Panoramic Night Vision Goggle (GPNVG), and AN/PSQ-42 Enhanced Night Vision Goggle, Binocular (ENVG-B) and Fused Binocular Night Vision Device (BNVD-FUSED). During her time at L3Harris, Wendy held multiple positions including as Director of Sales, Business Development Operations Manager, Contracts Administration, and Customer Service.

"Alongside the team at TNVC for many years, I'm very excited to be joining their team; I'm passionate about streamlining the procurement process to get the highest quality products into the hands of our men and women in uniform."

In addition to her time at L3, Wendy is a mother of three, daughter Hillary, and sons Nick and Max and holds a Bachelor's of Science in Business administration from SNHU and MBA/Masters of Contracts Acquisition and Management from AGU.

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Jacob Valencia, Director of Build & Maintenance
Jacob Valencia is the Director of Night Vision Builds at TNVC with 10 years of experience building night vision along with an additional 5 years building various other day optics. Jacob leads a team of technicians that are dedicated to providing the highest quality devices that customers can depend on when it matters most. Committed to continual improvement, Jacob is constantly looking for ways to expand TNVC's capabilities, allowing more growth to remain the industry leader.

When outside of the office Jacob enjoys spending time with his family, coaching his son's sports and the occasional range day.

Joe Halloran, Director of Training and Synchronization
Joe originally joined the TNVC Team in 2021 as an Adjunct Instructor with our Mobile Training Team following his retirement from his thirty-two-year career in the United States Army, having initially joined the Army in 1989 and stationed in West Germany back when there was such a thing and commissioning in 1996. Serving as a Field Artilleryman on both the weapon delivery side of the house as well as Joint Fire Support, providing joint fires in support of maneuver at all levels of combined arms operations, Joe has multiple operational and combat tours to the Balkans, Iraq, and Afghanistan and has led organizations all the way from the Team to Brigade level, including Battery and Battalion Command, Brigade Deputy Commander, as well as serving as the Chief of Fires at the Maneuver Center of Excellence and Director of the Field Artillery Proponent Office (FAPO).

As the Director of Training and Synchronization Officer for TNVC, Joe will be responsible for managing TNVC's Training Program, Mobile Training Team, and training curriculum, as well as assisting in training, staffing, logistics, and resource allocation for all of TNVC's staff.
"I've enjoyed working as a part of TNVC's Teach Team for the last two years, and I appreciate the opportunity to become a full member of the TNVC family and am looking forward to meeting the new challenges of my role."

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Mike Sebastian, LE/Mil Training & Support
Mike Sebastian has been a member of TNVC's Training & Education Team since 2020, teaching night vision skills and employment to Law Enforcement, military personnel, and civilians nationwide. He joined TNVC full time in 2021 with the role of Law Enforcement/Military Training & Support.

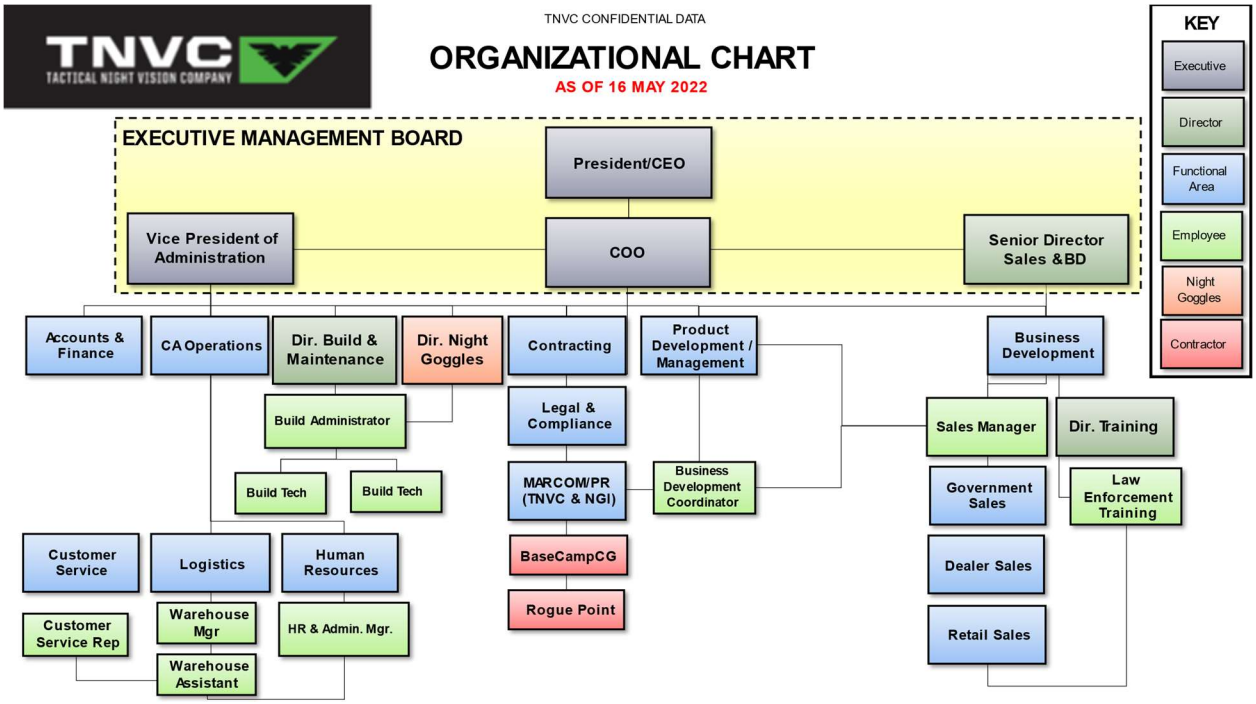
Mike served a 20 year career with the Chicago Police Department. During the first seven years of his career, he served as a Patrol Officer in various districts in the city. Mike was selected to join Chicago's full time SWAT team in 2008 and remained a member of the team until his retirement in 2021. While serving on the SWAT team, Mike became a certified pistol and rifle instructor, as well as a certified Glock and M4/AR armorer. From 2016 to 2021 he served as an Assistant Team Leader and Team Leader. In addition to using night vision operationally during his time with the SWAT team, Mike has also completed several night vision courses including EAG Tactical Low Light/No Light, Viking Tactics Night Vision Instructor, LMS Defense NVG Instructor, and TNVC Armed Professional (now Night Fighter 201)

Mike knows firsthand the importance of night vision as well as the importance of night vision training for the Law Enforcement community and brings real world experience to the training team.

Ian Gilchrist, Training and Sales Associate
As a Training and Sales Associate, Ian will join TNVC's expert Mobile Training Team, adding to their already considerable real-world experience, as well as being an integral member of TNVC's Business Development and Government Sales Teams.

After joining the Navy in 2009, Ian attended Basic Underwater Demolition/SEAL (BUD/S) in 2010 as well as attending the demanding Special Operations Combat Medic course (SOCM) before being assigned to SEAL Team 7 in 2012. During his time at SEAL Team 7, Ian has deployed multiple times to Middle East, and was most recently assigned to Naval Special Warfare Training Detachment Group One from 2017 to 2022 as an Assault Cell and Close Quarters Combat (CQC) Instructor.

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TNV/DTNVS Dual Tube Night Vision System



The TNV/DTNVS (Tactical Night Vision / Dual Tube Night Vision System) is a Product Improved version of the DTNVG (Dual Tube Night Vision Goggle) first introduced in 2016, integrating four years of service with military, law enforcement, and civilian end-users worldwide, resulting a lighter weight, yet more durable housing with numerous improvements and design enhancements that make the TNV/DTNVS easier to support and maintain.

The TNV/DTNVS is a lightweight, articulating goggle design, and is built on proven technology and enhanced for greater reliability compared to previous generations of Night Vision Binoculars.

At 17.9 ounces and available with both L3Harris MIL-SPEC Unfilmed White Phosphor and Thin-Filmed Green Phosphor custom selected image intensifier tubes, the TNV/DTNVS is one of the lightest weight, highest performing Binocular Night Vision Devices (BNVD) currently available on the market. Despite the light weight, the TNV/DTNVS does not sacrifice durability or ruggedness, and exceeds MIL-STD-810G and USSOCOM test protocols for drop and impact by a factor of two. The TNV/DTNVS is also rated for water immersion at 66 ft. (20m) for two (2) hours. The independently pivoting monocular pod design allows users to rotate the individual monocular pods away from the center of the housing and out of the wearer's field of view, allowing clear, unobstructed natural vision through one or both eyes. This can be a huge benefit in enclosed spaces like vehicles or in close quarters, where stowing the goggles could create unnecessary snag hazards or otherwise be an impediment to the end-user.

When the TNV/DTNVS is stowed, the articulating pods can also be folded back to bring the goggles center of gravity closer to the wearer's head, improving balance and comfort while worn, while reducing the profile of the wearer.

Moreover, when rotated, the TNV/DTNVS features automatic individual channel cut-offs, which cuts power to the image intensifier tube, shutting it off when rotated beyond approximately 60 degrees from the center housing (well beyond realistic IPD adjustments), both to protect the image intensifier tube and prevent backsplash when the monocular pods are rotated away from the wearer's field of view.

The TNV/DTNVS is a full-featured goggle with adjustable objective and diopter focus, using standard PVS-14 style optical assemblies, meaning they are compatible with common accessories for the PVS-14, as well as an onboard IR LED with a built-in ON/OFF indicator that alerts the wearer to whether the onboard IR is switched on inside the tube, as well as a low battery indicator light.

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The DTNVS housing is designed and manufactured by ACTinBlack, based in Luxembourg with a facility in the United States, a leading manufacturer and supplier of night vision equipment to European military and law enforcement customers.

Based on extensive end-user feedback from U.S. and international military, SOF, and law enforcement end-users, the DTNVS utilizes MX-10160 format image intensifiers with Automatic Brightness Control (ABC). While some users do prefer manual gain systems and expansive feature lists, the overwhelming feedback from end-users has been that it is unnecessary in a binocular system, and simply ends up being an added complexity that could potentially cause problems if tinkered with or misadjusted while on mission. Moreover, MX-10160 ANVIS/aviation format image intensifier tubes are often held to stricter standards for image shift and alignment, as they are intended specifically for binocular systems, making them easier to assemble, maintain, and properly collimate.

Similarly, the DTNVS is powered by a single CR123 battery, which can provide over 25 hours of battery life on a single lithium cell. While there are benefits to AA powered binocular systems, power consumption and battery efficiency are not one of them, hence why most AA powered BNVDs include a provision for an external power supply, often requiring expensive interface cables and battery packs, and while conversion parts will be available for the DTNVS to support external power supplies, the basic configuration of the DTNVS does not include an external power option, reducing weight, complexity, and another potential ingress point for moisture and foreign debris.

The **TNV/DTNVS Standard does not** come with Interpupillary Distance (IPD) Stops, as most users do not find them to be necessary. However, some users do find the IPD Stops to be a useful addition to ensure that the monocular pods return to the same position when rotated back down. Rather than choosing one or the other, ACTinBlack has designed an optional IPD Stop Adapter, which gives individual users the choice as to whether to use the IPD Stops or not. The **TNV/DTNVS-I includes** an IPD Stop Adapter Plate for users who would prefer to have this capability.

The IPD Stop Adapter assembly is an optional, retrofittable part, and **does not** need to be installed during assembly, and can be added to the DTNVS Standard at a later time.

The TNV/DTNVS is one of the highest performing, best value BNVDs currently available–it truly "has it all," the highest performance L3Harris image intensifier tubes, light weight, and packed feature set, and as always, comes with TNVC's industry leading Lifetime Limited Warranty!

Manufacturer – ACTinBlack

Dimensions - 3″ x 4.13" x 4.37"

Weight – 17.9 oz.

Finish – Matte Black, Corrosion Resistant Fibre re-enforces polycarbonate body

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Power – One (1) CR123 3V Lithium Battery
Battery Life (CR123) – Approximately 25 hours at room temperature w/ Standard CR123
Waterproof – 66' for 2 hours
Generation – U.S. Gen3 L3Harris MIL-SPEC Thin-Filmed Green or Unfilmed White Phosphor
Intensifier Tubes – L3Harris MX10160 (x2)
Center Resolution – 64+ lp/mm
Signal to Noise Ratio – 33+
Film – Un-Filmed
Gate - Auto
Gain – Automatic Brightness Control
Magnification – 1x
FOV – 40 degrees
Objective Lens – F/1.2
Ocular Lens - +2 to -6 dpt
Focus – 0.25" to Infinity
Standards – Meets or Exceeds U.S. MIL-SPEC Performance, MIL-STD-810G
Included – Tube/System Factory Data Sheets, Soft Carry case, Daylight Filter Covers (x2)

The image intensifiers will be matched with the same center resolution, with equivalent background illumination and halo within .1 - .2 and signal-to-noise ratio will be within 1 of each other.

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Image Intensifier Tubes used in P/N TNV/DTNVS-L3WP-BLK

- Manufactured by L3Harris

The Night Vision Systems will use the F9800, or MX10160 type, which is a US Made, Mil-Spec Auto Gated, Un-Filmed Generation III 18UM manufactured by L3Harris. TNVC has a custom contract with L3Harris and tubes supplied to TNVC exceed the Mil-Spec minimum specifications and spot allowances.

The F9800 series image intensification tube consists of a high efficiency GaAS photocathode bonded to a glass input window, a microchannel plate (MCP) current amplifier, and a P-45 phosphor screen deposited on a non-inverting fiber optic output window. The Generation 3 photocathode is extremely sensitive to low radiations levels of visible and, especially, near infrared light. Tube lifespan is an average of 10,000+ hours of continuous use.

These tubes meet the current U.S. Military specs and, provide some of the cleanest images available. White Phosphor is the latest technology advancement in image intensifier tubes. These filmless tubes provide greater detail clarity and 15-20% more light transmission than standard thin-filmed green tubes. USSOCOM and JSOC have chosen white phosphor tubes as their new standard and are now taking delivery of these tubes exclusively. Their better performance in lower light conditions has proven instrumental in the success of their nighttime missions. Now you can own a night vision goggle with the same tubes being used by Tier1 Special Operations Forces.

L3Harris is one of two factory manufacturers of Gen3 image intensifier tubes in the United States. They provide the majority of goggle systems used by U.S. Special Operations Forces.

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TNVC Mohawk MK1 Counterweight System



The TNVC Mohawk MK1 Gen. 2 is a full spectrum counterweight / storage system for the modern combat helmet. Incorporating operator feedback as well as our staff's own battlefield experience, we designed the Mohawk MK1 Gen. 2 to be a highly functional, modular accessory for all modern warriors. It provides useful storage and retention of mission-essential gear and will attach to any currently-fielded ballistic or bump helmet with Velcro.

The Mohawk Mk1 is packed full of useful features for Armed Professionals and Civilian Hunters alike. No other helmet accessory system offers this level of versatility. Designed by TNVC staff, the Mohawk is manufactured in the USA, and Berry Amendment compliant.

FEATURES & BENEFITS

Signal Strobe Attachment & Retention A vertically-oriented Mohawk strip is the centerpiece of the design. It features a Velcro pile surface that accepts attachment of all currently issued / fielded signal strobe devices. The continuous pile strip allows for precise placement of the device on the rear or top of the helmet. It also provides enough room for attaching a blast sensor device. An adjustable shock cord net provides secondary retention for the devices while not limiting access to their controls. This is important when performing high stress activities such as airborne operations and high angle work. Don't wear a strobe light? No problem. The shock cord net provides excellent storage for a tourniquet – Easily accessible and always handy.

Versatile Storage Compartment. An ambidextrous access, low profile storage compartment helps solve the classic counterweight argument. Some argue that any added weight should be comprised of useful mission essential gear. Others argue that once operators begin using said mission essential gear, they end up losing the counterweight and defeating the purpose. Counterweights have historically been designed for one side or the other. But, why can't the operator have both? Now they can. The main storage compartment features two elastic pockets that hold removable, flexible lead weight strips (4 strips are included) for 1 pound of counterweight. The rest of the compartment is occupied by a removable battery organizer tray that holds up to 6 cells. Operators can choose to run just the weights, just the batteries, or both. But that's not all! When the weights and battery tray are removed, the Mohawk storage compartment will perfectly fit the low profile “summer” battery box for the GPNVG-18.

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Ready Access Batteries. Two elastic loops sit atop the main compartment, providing immediate access battery storage. These loops allow operators to grab two batteries without ripping Velcro. They also provide secondary functionality by holding a chemlight for nighttime airborne operations or field ID while hunting.

Headset Cable Management. The Mohawk MK1 Gen. 2 has two bottom-located Velcro strips for bundling and storing communication headset cable. This extremely useful feature solves one of the most annoying issues facing operators. The headset cable that plugs into your body-mounted PTT is often left dangling to snag on everything during training or storage of the helmet. Or if you have dual comms (one for team radio and one to plug into the vehicle radio), one of the cables will be left to dangle when you dismount the vehicle. The Mohawk MK1 Gen. 2 cable storage straps will stow those pesky cables, protecting them and giving you freedom of head movement.

Secondary Retention The Mohawk MK1 Gen. 2 features two loops for routing 550 or shock cord on either side. This is for secondary retention of the entire system during high intensity activities. Velcro does not provide 100% retention on a helmet. The Mohawk MK1 Gen. 2 provides the opportunity for the operator to run cord from the system to the rear helmet bolts or rail. Doing so will keep your Mohawk MK1 Gen. 2 securely in place regardless of battlefield conditions.

User Feedback Generated Gen. 2 Features Lighter weight 500D Cordura Nylon material compared to the 1000D Gen. 1 versions, color and pattern matched Velcro pile on all versions, improved cable retention for helmet mounted comms, and a built-in cord lock retainer to keep the bungee retainer from hanging loose.

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Wilcox G24 Helmet Mount



Wilcox Industries designs some of the most sophisticated and user-centric night vision helmet mount systems available. The first reaction people tend to have is to balk at the price tag. Sure, it is expensive, but like everything: you get what you pay for. Wilcox helmet mounts are, literally, works of engineering art. They are designed with direct input from US Warfighters at the very tip of the sharp stick. These designs are refined until they reach perfection and are then masterfully crafted in Wilcox's state-of-the-art manufacturing facility.

The Wilcox G24 Breakaway Lever Mount is designed to interface with various bracket-style NVG Shrouds. The G24 is one of the most universal mounts in the Wilcox line because it does not require a proprietary shroud. It does, however, retain the sought-after breakaway feature found on other Wilcox models. The breakaway feature allows the operator to preset the mount for a secure lock with the shroud or to allow it to break away under stress so as to prevent injury. Activities that could cause entanglement such as rappelling and fast roping or high speed operations where the NVG can bang into objects are a leading cause in neck and head injury to soldiers. The ability of the G24 to break free of the shroud under these conditions protects the user's body and the NVG from severe injury or damage.

The Wilcox G24 features all the same adjustability features as the rest of the Wilcox line. If you cannot adjust the Wilcox mount to place your NVG's in proper position, there is probably something wrong with your head!

Another great feature of the Wilcox G24 is that it cantilevers the NVG out in front of your head instead of over it (like the standard issue mounts). This reduces your profile and makes it easier to judge your height when entering and exiting vehicles or moving through windows and doorways.

Regardless of the benefits, we are still asked about the price. Our answer is always this: why would you want to mount your expensive NVG's on the cheapest mount you can find? Wilcox has and continues to set the bar to which all other mounts are measured.

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Kinetic Consulting NERD (Night Vision Elastic Retention Device) Lanyard



The Kinetic Consulting Night Vision Elastic Retention Device (NERD) is a simple but effective retention system for your Night Vision Devices, thermals, range finders, etc.

The NERD is simple to attach by creating a girth hitch (aka cow hitch) around the bridge of the night vision device or around a split ring installed in lanyard loop location.

It attaches the night vision device to the helmet via Velcro and features a cord lock mechanism to allow the end user to set the amount of tension they prefer. The use of Velcro allows for breakaway function to occur so the user cannot get hung up by way of the detached goggle. Velcro also allows the user to easily remove the goggle and lanyard from the helmet when putting it away for storage.

In addition to retaining the goggle to the helmet in the event of accidental release or mount safety breakaway, creating tension using the NERD reduces chances of accidental release if the helmet mount release button is activated but pulling the night vision device's interface back into the helmet mount.

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Core Survival LE Tactical HS-640-56P Infrared & Visible Strobe



The HEL-STAR 6® LE Tactical Light is designed specifically for law enforcement personnel and operations. It was developed based on input from LE professionals and, expertly configured to support their evolving operational needs and applications.

The HEL-STAR 6® LE Tactical features four user-defined functions. The current featured marker light functions are Green Flash, Red Flash, IR Flash Dim and, IR Steady. Other operating colors, flash patterns and intensity levels are available. Field reprogramming is also available with the purchase of a Program Interface Module (PIM).

The HEL-STAR 6® LE Tactical offers provides law enforcement with a unique personnel marker light that can be utilized during training and in the field. It affords users the critical ability to mark and identify team members while increasing overall safety and situational awareness.

The LE Tactical Model 640-56P features two visible modes A1(Green Flash), A2(Red Flash), and two infrared modes B1(IR Flash Dim) B2(IR Steady).

The HEL-STAR 6® product line is NTOA member tested and recommended.

HEL-STAR 6® is a purpose-built helmet mounted LED light designed for airborne/MFF, tactical and other military operations.

HEL-STAR 6® combines the basic features of the earlier HEL-STAR 4® & HEL-STAR 5® multi-function marker lights into a compact, integrated design with enhanced omni-directional visibility, easy battery replacement, and waterproofness to 130′ sea water.

Improved sliding switches enhance tactile feel and provide positive, intuitive control between the two operating modes and four user-defined functions. Functions can be selected from virtually any combination of White, four different color options, and IR – either flashing or steady. Variable flash rates, intensities and coded signals provide expanded IFF capability.

Independent testing has confirmed that the HEL-STAR 6® exceeds the FAA's 3 statute mile visibility requirement. HEL-STAR 6® is built on a platform that allows new technology to be

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incorporated as it becomes available. As mission demands shift and expand, HEL-STAR 6® can evolve with changing user needs.

The HEL-STAR 6 is very user-friendly; even in the blind. It is a true full-spectrum signal light whose modes can be quickly switched in the field to accommodate various mission requirements. The nose of the HEL-STAR 6 contains the mode switch, allowing the user to change between "A" and "B" functions. The function/power control switch is located at the tail of the unit and moves perpendicular to the mode switch. This provides the user a clear indicator as to what switch they are activating without having to look.

There are two series of HEL-STAR 6: 620 and 640. The 620 features a lock clip in the nose that requires a tool for removal. When the arrow on the clip is facing the nose, the HEL-STAR 620 will be locked into two functions. The clip must be pried up, flipped and replaced to switch to the other two functions. This provides extra security for the user so that he/she can choose either Overt Visible or Infrared functions only, eliminating the possibility of accidentally flashing a visible strobe in the field.

The HEL-STAR 640 Series provides a simple detented switch at the nose for changing modes on the fly.

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TNVC, Inc. Lifetime Limited Warranty Statement

TNVC, Inc. and Night Goggles, Inc. warrants this product for the lifetime of the product and guarantees this product to be free from manufacturing defects in material and workmanship under normal use, and transferable by the owner assuming that the product otherwise still falls within the scope of this warranty. In the event that a defect covered by this warranty occurs TNVC, Inc. or Night Goggles, Inc., at its discretion, will either repair or replace the product.

Such action on the part of TNVC, Inc. or Night Goggles, Inc. shall be the full extent of the company's liability, and the customer's sole and exclusive remedy. This warranty applies to all TNV and NGI-branded Night Vision Device housing systems, and furthermore warrants that all Image Intensifier Tubes will be free from manufacturing defects in material and workmanship under normal use for a period of 10 years after the original date of purchase. This warranty does not cover:

- Products that were used in other than normal and customary manner.
- Products that were misused.
- Products that were altered, modified, or repaired by the customer or a party other than TNVC, Inc.
- Products that were discontinued by the manufacturer and either parts or replacement units are not available due to reasons beyond the control of TNVC, Inc.
- Damage, defects, or failures resulting from use that would be construed by any reasonable person as normal and expected "wear and tear."

TNVC, Inc. shall not be responsible for any defects or damage that in the company's opinion, resulted from the mishandling, abuse, misuse, improper storage, or improper operation, including use in conjunction with equipment which is electrically or mechanically incompatible with or of inferior quality to the product, as well as failure to maintain the environmental conditions specified by the manufacturer. This includes using rechargeable batteries, storing the product with batteries installed, or battery compartment corrosion due to faulty battery. Warranty claims falling outside of the scope of these written warranty terms may incur repair, labor, and shipping fees charged to the customer.

Customer is hereby notified that operation of the equipment during daylight or under excessive light conditions may permanently damage the image intensifier tube. While all TNV and NGI systems are auto-gated, they are not able to withstand exposure to constant light including, but not limited to, light sources, weapon sights, laser radiation. Auto-gated Image Intensifier Tubes are designed to stand up to nighttime battlefield light conditions, but prolonged exposure to any light source will still cause damage.

No other warranties except for this one apply to this product, including, but not limited to written, oral, statutory, expressed or implied, including any implied warranty or merchantability or fitness for particular purpose, shall apply to this product.

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Build Repair and Maintenance Capabilities

TNVC Build, Repair and Maintenance Program Capabilities Statement

The Tactical Night Vision Company (TNVC) presents our Build, Repair, and Maintenance (BRM) program, providing comprehensive support for an array of night vision devices. We are committed to delivering high-quality maintenance and repair solutions tailored to meet the diverse needs of our clients.

Capabilities for TNVC-Built Devices:
Our BRM program offers full-scope maintenance services for all devices manufactured by TNVC, including:

- PVS14
- Artemis
- RNVG (RNVG-A, RPNVG, RNVG-VG)
- DTNVS
- DTNVG
- MOD3
- Sentinel

Our capabilities include, but are not limited to:
- Tube swaps
- Housing swaps
- Glass cleaning
- Collimation
- Purging

Capabilities for Non-TNVC Devices:

In addition to TNVC-built devices, our BRM program is also equipped to perform full maintenance on the following non-TNVC devices:

- Milspec-PVS14 (M914A)
- L3-PVS-31 (Certified by L3Harris)
- L3-1531 (Certified by L3Harris)

Our comprehensive maintenance services for these devices include:
- Tube swaps
- Housing swaps
- Glass cleaning
- Collimation
- Purging

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Capabilities for Other Devices:

The ability to service other devices not explicitly listed will be evaluated on a case-by-case basis, at the discretion of our build team.

TNVC's BRM program is dedicated to providing prompt, reliable, and high-quality service. We are committed to ensuring the longevity and optimal performance of your night vision equipment, enabling you to carry out operations with utmost efficiency and safety. For more information, please contact our team at your convenience. BRM@tnvc.com

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Systems Orientation Training Capabilities

At TNVC we recognize that while night vision, thermal, and other Visual Augmentation Systems (VAS) technologies are a potent tool and force multiplier for our Warfighters, law enforcement personnel, hunters, and private citizens who are dedicated to defense of self and nation.

We also recognize, however, that the technology alone without the proper education and training to employ it, is not enough. For this reason, while we continue to strive to bring the very best of technology available to end-users and consumers of all types, we have never believed in "hardware solutions to software problems."

Our training curriculum has been developed by U.S. and allied Special Operations personnel and experienced SWAT and LE officers to incorporate the best practices and lessons learned from years of experience in operations, planning, and training. Every member of TNVC's Training and Education Team has used NV and other sensor systems as an Armed Professional while under active threat, from overseas combat to domestic LE/SWAT, and understands the true importance and decisiveness of good training and knowledge in arriving at positive outcomes.

Our Team's diverse real-world experience and flexible, adaptable curriculum allows the Training and Education Team to provide specific and specialized training that is relevant, realistic, and practical to students with different levels of knowledge and experience and that may have different operational requirements, concerns, and constraints. TNVC's Training Program is constantly evolving–our Team recognizes that the "this is we've always done it" approach is insufficient in a rapidly changing world, and that today's armed professionals and citizens don't just face targets on a range, but dynamic and emerging threats that learn and evolve as well. While basic fundamentals and concepts rarely change significantly, we refuse to be dogmatic in our approach to training and education, getting tied up in "what we know," and we are constantly seeking the most recent feedback and experience from downrange and on the line to integrate into our Training Program.

Ideally, these demonstrations are for agencies that already have funding ready or available for purchasing but are not sure of what capability they are looking for. This will allow agencies to make the most of their available resources, maximizing their capabilities while staying within their budget.
TNVC can provide helmets, the night vision devices and lasers.

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Contract Law Enforcement Night Vision Training

TNVC recognizes that technology alone, without the proper education and training to employ it, is not enough. What sets TNVC apart is our "education first" philosophy and our dedication to provide Law Enforcement the absolute best night vision equipment and training.

Our training team's diverse real-world experience allows us to provide flexible and adaptable curriculum to provide specialized training that is safe, realistic, and practical to Law Enforcement agencies with different levels of Night Vision knowledge and experience.

Included in this RFP is a 2-Day On-Site Training Program for Billings Police Department.

Details are included in the separate PowerPoint document titled "TNVC Post Purchase Training Support Package Overview".

Our team will work with your agency/department to help tailor our instruction to meet your requirements and needs. If you have any questions or would like to schedule training please email training@TNVC.com

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TNVC
TACTICAL NIGHT VISION COMPANY

TACTICAL NIGHT VISION COMPANY INC

ISO 9001:2015

Quality Management Systems Documentation

Quality Manual / Documented Information

Document No. QM-001

TNVC COMPANY

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Introduction

TNVC Company has developed and implemented a Quality Management System in order to document the company's best business practices, better satisfy the requirements and expectations of its customers and improve the overall management of the company.

To fully understand the organization and its context, TNVC Company determined the external and internal issues that are relevant and that affect its ability to achieve the intended results of the quality management system.

The Quality Management System of TNVC Company meets the requirements of the international standard ISO 9001:2015. The system addresses the production, Sales and servicing of the company's products. It incorporates the process approach where consistent and predictable results are achieved more effectively and efficiently when activities are understood and managed as interrelated processes.

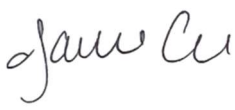
This process approach provides for the management of the quality system and its processes through the application of a "Plan-Do-Check-Act" methodology and a focus on "Risk-Based-Thinking" leading to the prevention of undesirable outcomes.

The manual is divided into sections that correlate to the Quality Management System sections of ISO 9001:2015. The manual describes the Quality Management System, delineates authorities, inter-relationships, and responsibilities of the personnel responsible for performing within the system. The manual also provides the documented information with procedures or references for all activities comprising the Quality Management System that ensures the compliance to the necessary requirements of the standard.

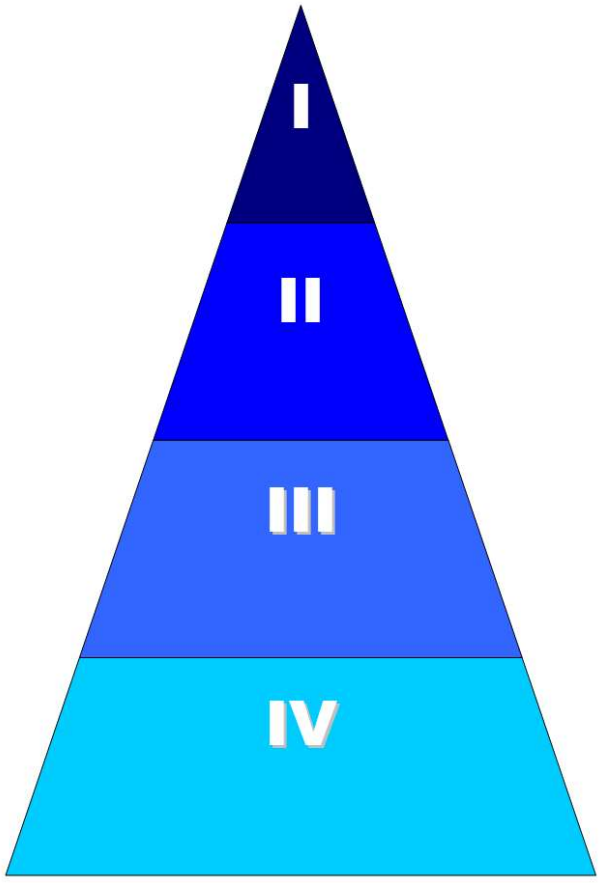
The Quality Manual is used internally to guide the company's employees through the various requirements of the ISO standard that must be met and maintained in order to ensure customer satisfaction, continuous improvement and provide the necessary instructions that create an empowered work force.

The Quality Manual is used externally to introduce our Quality Management System to our customers and other external organizations or interested parties. The manual is used to familiarize them with the controls that have been implemented and to assure them that the integrity of the Quality Management System is maintained and focused on customer satisfaction and continuous improvement.

The manual is approved by leadership.



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Level I

Quality Manual (QM-001)

Level II

Documented Procedures (P-xxx)
(Referenced in the Quality Manual)

Level III

Work Instructions (WI-xxx-001)

Level IV

Forms & Records (F-xxx-001)

NOTE:

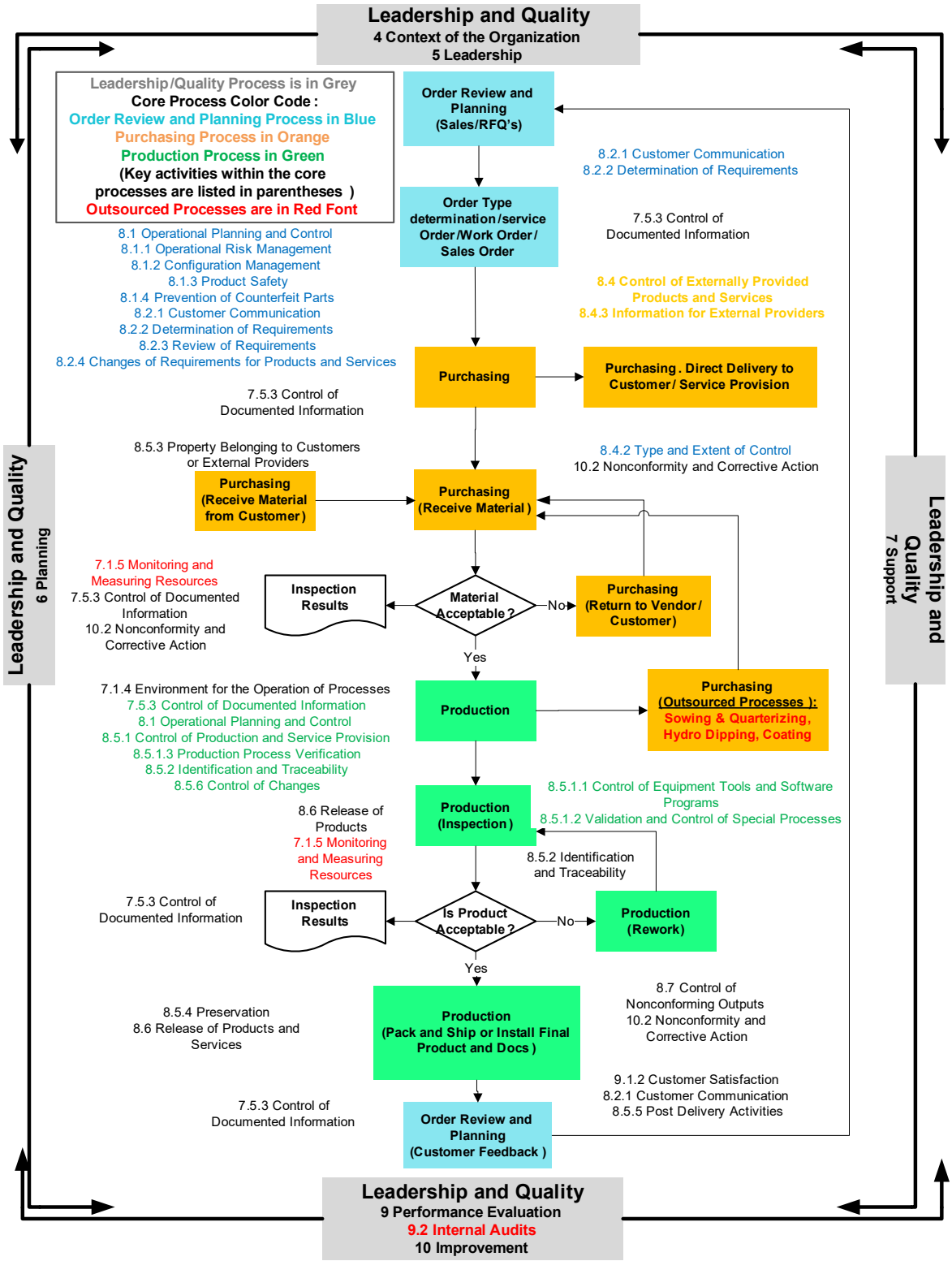
Level 1 is our quality manual which defines our approach and responsibility.

Level 2 is our Procedures which define Who will do What and When, in order to conform to requirements.

Level 3 is our instructions which answer How you will do your processes and procedures. These are more step by step nitty gritty.

Level 4 is our prompts for recording information such as forms, labels, test reports etc. Once completed they become quality records.

Interaction of Processes Diagram



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Core Process Diagram 1

<table>
<tr>
<td>What: What are the resources needed?

Materials:
None

Equipment:
Computer

Software & Other Resources:
MS Office. QuickBooks</td>
<td>Who: Who applies the resources?

Process Owner(s):
Operations Admin

Process Personnel:
Customer Service</td>
<td>Process Specific Training:

ERP System Training

Procedure P-820 Customer Related Processes</td>
</tr>
<tr>
<td>Inputs:

RFQ, customer purchase order, customer terms conditions and clauses. Statutory, Regulatory & other Requirements.

Inputs are from:
Customer</td>
<td>Order Review & Planning

Key ISO9001 Section(s):
8.1 & 8.2</td>
<td>Outputs:

Quote to customer, Build List/Packing Slip/Invoice

Outputs go to:
Purchasing & Production</td>
</tr>
<tr>
<td>How: How is this process controlled?

Procedures:
P-820 Customer Related Processes

Work Instructions/Flow Charts:
CS/Admin Representative- WI-002
Build Administrator WI-003
VP of Administration WI-004
Senior Director of Sales WI-007
Sales Manager WI-008
Warehouse Manager WI-012</td>
<td>Records: (Forms & Logs, etc…)

RFQ from Customer
PO from Customer
Quote
Data Sheet</td>
<td>Measure: Process effectiveness.

Measurement and Metric Selection:
Time from RFQ receipt to Quote within 2 business days

Method for Collection of Data:
Use a log to track dates orders are received till the date of either order acknowledgment or communication for clarification or negotiation.</td>
</tr>
</table>

Core Process Diagram 2

<table>
<tr>
<td>What: What are the resources needed?

Materials:
None

Equipment:
Computer

Software & Other Resources:
MS Office, QuickBooks.</td>
<td>Who: Who applies the resources?

Process Owner(s):
VP Admin

Personnel:
Customer Service Reps</td>
<td>Process Specific Training:

ERP System training

P-840 Purchasing</td>
</tr>
<tr>
<td>Inputs:

Customer PO, AVL, customer quality clauses, Statutory & Regulatory Requirements.

Inputs are from:

Order Review & Planning</td>
<td>Purchasing

Key ISO9001 Section(s):

8.4</td>
<td>Outputs:

Purchase order and associated documentation to supplier. Receipt of purchased goods.

Outputs go to:

Production, Suppliers, Outsourced Processes</td>
</tr>
<tr>
<td>How: How is this process controlled?

Procedures:
P-840 Purchasing

Work Instructions/Flow Charts:
CS/Admin Representative- WI-002
Vice President of Administration WI-004
Chief Operations Officer WI-005
Senior Director of Sales WI-007</td>
<td>Records: (Forms & Logs, etc…)

PO to Supplier
F-840-001 Supplier Survey
F-840-002 Supplier Quality Report
F-840-003 Approved Supplier List
F-840-004 Supplier Corrective Action Request (SCAR)
F-1000-002 Continual Improvement Register</td>
<td>Measure: Process effectiveness.

Measurement and Metric Selection:
Supplier Quality ≥ 90%
Supplier OTD ≥ 50%

Method for Collection & Use of Data:
Data is collected during Receiving Inspection and recorded.</td>
</tr>
</table>

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Core Process Diagram 3

<table>
<tr>
<td>What: What are the resources needed?

Materials:
Raw materials, customer supplied property.

Equipment:
Inspection & Test Equipment and Shop Tools

Software & Other Resources:
ERP System</td>
<td>Who: Who applies the resources?

Process Owner(s):
Production Manager

Personnel:
Machinists
Soldering Techs
Assemblers
Warehouse Personnel
Quality Inspectors</td>
<td>Process Specific Training:

Use of Inspection & test equipment
Applicable Assembly Instructions</td>
</tr>
<tr>
<td>Inputs:

Purchase parts and materials, Customer Supplied Parts, Build List, /Packing List, risk mitigation plan if applicable, Calibrated Equipment.

Inputs are from:

Order Review & Planning, and Purchasing</td>
<td>Production

Key ISO9001 Section(s):

8.5, 8.6, 8.7</td>
<td>Outputs:

Finished parts, completed Build List/Packing List, Calibration Records, Packing List.
Material Test Reports and Quality Check List.

Outputs go to:
Customer and Order Review & Planning</td>
</tr>
<tr>
<td>How: How is this process controlled?

Procedures:
P-870 Control of Nonconforming Product

Work Instructions/Flow Charts:
Build Administrator WI-003
Build manager WI-014</td>
<td>Records: (Forms & Logs, etc…)

F-870-001 Use As Is & Repair
F-870-002 Customer Corrective Action Response
Pick Report/Packing List
Material Test Reports
C of C’s
F-851-001 Build List/Traveler
F-851-002 PVS-14 Dipped housing control</td>
<td>Measure: Process effectiveness.

Measurement and Metric Selection:

Quality (Product Acceptance by Customer) ≥ 98%

Method for Collection & Use of Data:</td>
</tr>
</table>

The Quality Policy is also documented in F-520-001 for the purposes of posting.

QUALITY POLICY

TNVC Company and its employees are committed to meeting customer and legal requirements to achieve customer satisfaction. We will always strive to provide quality products on time and continually improve our Quality Management System.

QUALITY OBJECTIVES & KPI's

Product Acceptance by Customer ≥ 98%
On Time Delivery ≥ 90%
Customer Satisfaction ≥ 98%
Time from PO Time from PO receipt to Quote within 2 business days
Supplier Quality ≥ 90%
Supplier OTD ≥ 50%

MISSION

To provide exceptional quality valves and support to customers along with exceptional learning, growth and financial opportunities for TNVC Company employees and owners.

VISION

To be at the forefront of creating value for our customers by offering quality Parts with unmatched service.

VALUES

Ethics - We exercise our duties with honesty and integrity at all times.

Teamwork - We respect and support each other, without blame, to create a stronger and better performing team.

Customer Service - We respond to every customer quickly, thoroughly, professionally and with courtesy.

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Section 1: Scope of the Quality Management System

General
To determine and establish the scope of the QMS, TNVC Company determined the boundaries and applicability of the QMS and considered the external and internal issues, the requirements of relevant interested parties, and the products and services of the company.

The scope is available and maintained as documented information stating the products and services covered by the QMS. TNVC Company applies all the requirements of ISO 9001:2015 when they are applicable within the determined scope of the QMS.

Scope:

TNVC, Inc., headquartered in Redlands, California, provides comprehensive services related to Night Vision and Visual Augmentation Systems technologies including consultation, education, training, assembly, distribution, sales, and life-cycle management to government and U.S. domestic consumers.

Non-Applicability:

Section 8.3 of the standard is not applicable to the TNVC Company Quality Management System and will not affect Customer Satisfaction as TNVC Company is a distribution and build to print shop. TNVC Company does not design or develop any products or services and does not outsource the design or development of any products or services. Any planning or development of production tooling or processes is managed and controlled in accordance with sections 8.1 and 8.5.1 of the standard.

Section 2: Normative reference

The following documents were used as reference during the preparation of the Quality Management System:

- International Standard ANSI/ISO/ASQ Q9001-2015, Quality Management Systems – Requirements

Section 3: Terms and definitions

Terminology and definitions specific to a process that are not broadly understood are described in the definition section of any procedures or work instructions that are used in the control that process.

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The following information gives highlights and basic information on how requirements of the various sections of the standard are met. This information is only a summary and not meant to be a detailed or comprehensive overview of how requirements are met.

Section 4: Context of the organization

4.1 Understanding the organization and its context

TNVC Company has developed an understanding of its organization and context through the development of a mission and values statement, the diagrams in the Quality Manual, the scope in section 1 of the Quality Manual, SWOT (Strengths-Weaknesses-Opportunities-Threats) Analysis, discussion at board meetings and Management Reviews.

4.2 Understanding the needs and expectations of interested parties

The information in this section is reviewed on a periodic basis during Management Review and is modified as necessary.

Interested Party	Determination of Requirements
Customers	Customers expect responsive customer service with products and services that meet their quality and delivery requirements. The understanding of the specific needs and expectations of customers is performed in accordance with procedure P-820 Customer Related Processes. A list of these interested parties is maintained in QuickBooks. Customer expectations for Quality, OTD and other performance metrics are monitored in Management Review.
Suppliers	Suppliers expect clear communication of requirements and to be paid in a timely manner. Suppliers are controlled in accordance with procedure P-840 Purchasing and risk from the supply chain are considered during the SWOT analysis process. A list of these interested parties is maintained in our Approved Suppliers List.
U.S. Regulatory & Other Legal Authorities	Regulators and Legal Authorities expect us to comply with applicable legal requirements. At this time, the following legal requirements apply to the TNVC Company quality system on a case-by-case basis when applied to the contract or purchase order by the customer: ITAR, DPAS, DFAR & FAR. When any of these legal requirements are applied to an order/contract, the regulatory body that governs the applied legal requirement(s) is an “interested party”.
Employees	Employees They expect to be paid on time treated fairly and communicated with clearly. They give feedback and recommendations for improvement.
Stakeholders	*TNVC Company is a is a wholly owned subsidiary.*

4.3 Determining the scope of a quality management system

The scope of the quality management system has been determined in section one of the Quality Manual and illustrated in the interaction of process diagram.

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4.4 Quality management system and its processes

The quality management system and its processes are illustrated in the interaction of processes diagram and the Core Process Diagrams in the Quality Manual and are further detailed in applicable procedures and work instructions.

Section 5: Leadership

5.1 Leadership and commitment

Top Management has developed the Quality Manual including its diagrams, holds all hands meetings, Management Review meetings, performs SWOT & Process Analysis, and assures that applicable information is communicated to personnel. Furthermore, Top Management has demonstrated their commitment through the development of the Quality Policy, Objectives, Process Metrics, Mission statement, Vision statement, and Values statement documented in the Quality Manual.

5.2 Policy

The quality policy is documented in the Quality Manual and Attachment F-520-001. TNVC Company has posted the Quality Policy on the company website to assure that it is available to relevant interested parties.

5.3 Organizational, roles, responsibilities, and authorities

The roles responsibilities and authorities for TNVC Company have been documented in the organizational chart, Job descriptions, procedures, work instructions, and the Core Process Diagrams.

Leadership has the following roles and responsibilities:

- Ensuring that the QMS conforms to the requirements of the ISO9001 standard
- Ensuring that the processes are delivering their intended outputs
- Reporting on the performance of the QMS on opportunities for improvement and for reporting to top management
- Ensuring the promotion of customer focus throughout the company
- Ensuring that the integrity of the QMS is maintained when changes to the QMS are planned and implemented

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Section 6: Planning

6.1 Actions to address risks and opportunities

Risk based thinking is demonstrated by the use of SWOT & Process Analysis in accordance with procedure P-610 Risk Management. Opportunities are also assessed in the SWOT Analysis and action items regarding opportunities are monitored in management review.

6.2 Quality objectives and planning to achieve them

Quality objectives are documented in the Quality Manual and Attachment F-520-001. When targets are not being achieved, actions taken to address these deficiencies are planned and managed by the use of Objective Programs and/or the Continual Improvement Register.

6.3 Planning of changes

Changes that could affect the quality management system are discussed in Management Review and other meetings held by Top Management and controlled through the use of the Continual Improvement Register.

Section 7: Support

7.1 Resources

Top management assures the provision of resources necessary to maintain the quality management system and the organization in general. Some of these resources are determined through SWOT & process analysis, internal audits, and during contract review. Some of these resources are described in the Core Process Diagrams while others are documented at management review meetings. Where appropriate, infrastructure is maintained through preventative and routine maintenance. The physical, social and emotional environments are maintained in order to achieve process and product requirements and the TNVC Company Values statement documented in the Quality Manual. Monitoring and Measuring resources are controlled by outsourcing calibration to a qualified vendor on a planned schedule. If calibrated equipment is found to be out of tolerance, an investigation will be made as to whether or not it could have affected the conformance of any product and appropriate action will be taken.

TNVC Company has determined the knowledge necessary for the operation of its processes to achieve conformity to product requirements through the development of the Quality Manual, performing SWOT & Process Analysis and other assessments. This knowledge is documented in Procedures, Work Instructions, core process diagrams, and Job Descriptions. Organizational knowledge (procedures, Work Instructions, etc…) is updated when changes are made to the system or continual improvement actions warrant it in accordance with P-1000 Continual Improvement. Organization knowledge also includes “Experiential or Tribal Knowledge” that resides in the personal knowledge of specific individuals. Some ways this knowledge is protected are discussed in Management Review meetings and action is taken when appropriate. Personnel are encouraged to gain knowledge through attending various training by subject matter experts and consultants that is related to their job duties and/or relevant processes.

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7.2 Competence

All personnel working for TNVC Company for at least 90 days prior to the initial release of the Quality Manual are grandfathered in based on their work history. New hires will undergo competency evaluation in accordance with Procedure P-720 Competence, Training, and Awareness.

7.3 Awareness

All personnel are made aware of the quality policy, the quality objectives, their contribution to the effectiveness of the quality management system, the implications of not conforming with the quality management system requirements, relevant quality management system documented information and changes thereto, their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior through an initial on board training in accordance with Procedure P-720 Competence, Training, and Awareness.

7.4 Communication

The information in this section is reviewed on a periodic basis during Management Review and is modified as necessary. There are several other communications not listed below but which are described in our Policies, Procedures and Work Instructions when appropriate.

Internal Communication:

Processes are established for communication within the organization. Methods of communicating the effectiveness of the QMS include department and management meetings, Management Review, Internal Audit closing meetings, and other routine business communication. Email and bulletin board postings are also utilized to communicate and raise awareness of important topics such as the policy, objectives, metric graphs and other notifications.

External Communication:

TNVC Company will communicate with regulatory authorities when required, and to customers regarding information pertaining to their orders and the TNVC Company quality management system.

The Customer service rep will notify its customers within 2 business days of discovery of any escapes (nonconforming product that has shipped). Govt Agencies VP of Admin.

TNVC shall provide right of access for its customers, its customers' customers, statutory and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.

VP Admin will communicate when appropriate and make proper provision for the health, safety and welfare of its people, visitors, contractors, customers and those in the community who may be affected by our activities.
If there are any planned changes identified that could affect quality of the product, the customer will be notified by Customer Rep prior to the effectivity of the change.

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Any forms or methods required by the customer or regulatory authorities to notify them of such changes will be utilized.

Also see procedure P-820 Customer Related Processes for communications related to orders or customer feedback.

7.5 Documented information

Documented information is controlled in accordance with procedure P-750 Control of Documented Information.

Section 8: Operation

8.1 Operational planning and control

Operational planning and control is achieved by the development of Work Order/Travelers & Pick Report/Packing Lists and the Order Review and Planning Core Process Diagram.

8.2 Requirements for products and services

Communication with customers along with the determination and review of requirements for products and services are performed in accordance with procedure P-820 Customer Related Processes and the Order Review and Planning Core Process Diagram.

8.3 Design and development of products and services

TNVC Company does not design any products or services.

8.4 Controls of externally provided processes, products, and services

Controls of externally provided processes, products and services are performed in accordance with procedure P-840 Purchasing and the Purchasing Core Process Diagram.

8.5 Production and service provision

Control of production and service provision is achieved using Build and packing Lists in accordance with the Production Core Process Diagram. Work instructions are developed when necessary to assure conformance to requirements.

Identification and traceability (when required) of product is always maintained including work in progress.

When the property of a customer or externa provider is lost, damaged, or otherwise found to be unsuitable for use, TNVC Company will report this to the customer or external provider and retain documented information on what has occurred.

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Post Delivery support is controlled as follows:

a) statutory and regulatory requirements are determined as applicable during the contract review process in accordance with P-820 Customer Related Processes

b) the potential undesired consequences associated with its products and services through the risk management process and in accordance with P-870 Control of Nonconforming Outputs.

c) the nature, use, and intended lifetime of its products and services as applicable during the contract review process in accordance with P-820 Customer Related Processes.

d) customer requirements as applicable during the contract review process in accordance with P-820 Customer Related Processes.

e) customer feedback as applicable during the contract review process in accordance with P-820 Customer Related Processes.

Control of changes to production documents is performed in accordance with P-750 Control of Documented Information.

8.6 Release of products and services

TNVC Company monitors and measures the characteristics of the product to verify that product requirements have been met prior releasing the product for delivery to the customer. This is carried out at appropriate stages of the product realization process in accordance with the planned arrangements.

Evidence of conformity with the acceptance criteria is maintained and documented to the lot that was measured and/or tested. If testing and/or measuring activities are outsourced, the supplier is selected and evaluated in accordance with procedure P-840 Purchasing and the Purchasing Core Process Diagram.

Release of products and services are also performed in accordance with the Production Core Process Diagram.

8.7 Control of Nonconforming Outputs

Control of Nonconforming Product is achieved in accordance with procedure P-870 Control of Nonconforming Product.

Section 9: Performance evaluation

9.1 Monitoring, measurement, analysis and evaluation

Monitoring, measurement, analysis and evaluation are controlled by the use of objectives/KPI's or other appropriate methods. Customer Satisfaction is monitored through customer surveys and by the monitoring of the Product Acceptance and On Time Delivery Objectives.

a) Conformity of products and services is analyzed and evaluated in accordance with section 8.6 of

the Quality Manual and product conformity objectives/KPI's.

b) Customer satisfaction is analyzed and evaluated in accordance with product conformity objectives/KPI's, on time delivery objectives/KPI's and where appropriate through customer surveys and/or report card monitoring.
c) The performance and effectiveness of the QMS is analyzed and evaluated in accordance with Management Review, Procedure P-920 Internal Audits, and through objectives and KPI's.
d) Planning is analyzed and evaluated in accordance with the Order Review & Planning Core Process Diagram, section 8.6 of the Quality Manual and product conformity objectives/KPI's and through internal audits, management reviews, and our continual improvement process for QMS planning.
e) The effectiveness of actions to address risk and opportunities is analyzed and evaluated through our continual improvement process and in management review.
f) The performance of external providers is analyzed and evaluated through our supplier performance KPI's and monitored in Management Review.
g) The need for improvements to the QMS is analyzed and evaluated during Management Reviews.

9.2 Internal audit

Internal Audits are performed in accordance with procedure P-920 Internal Audits.

9.3 Management review

Management Reviews are performed a minimum of once per calendar year in accordance with the Management Review Agenda and Continual Improvement Register.

Section 10: Improvement

10.1 General

Improvement projects are developed as a result of SWOT & Process Analysis (in the form of risk mitigation), through the development of corrective actions resulting from nonconformities and opportunities for improvement found in internal audits other corrective actions (both internal and from customers), and actions arising out of Management Review meetings.

10.2 Nonconformity and corrective action

The nonconformity and corrective action process is performed in accordance with procedure P-1000 Continual Improvement.

10.3 Continual improvement

Continual improvement is performed in accordance with procedure P-1000 Continual Improvement.

QMS Procedures:

P-610 Risk Management
P-750 Control of Documented Information
P-820 Customer Related Processes
P-840 Purchasing

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P-870 Control of Nonconforming Product
P-920 Internal Audits
P-1000 Continual Improvement

QUALITY SYSTEM MANUAL REVISIONS

REV.	SECTION	Description	DATE	AUTHORIZED BY
A	All	Initial Release	07/15/2022	JC

Customer Related Processes

1.0 Purpose

1.1 This procedure describes the process used for communicating with customers and reviewing information from the customer, including customer feedback.

2.0 Responsibilities

2.1 Sales is responsible for taking orders from customers, determining customer requirements, and reviewing the orders for acceptance.

2.2 Sales and Top Management are responsible for communicating with the customers, keeping them informed as the project progresses as applicable and getting feedback from the customer.

2.3 Employees that receive feedback from customers are responsible for communicating the feedback to Sales

3.0 Definitions

3.1 None

4.0 Equipment/Software

4.1 MS Office

4.2 ERP System

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5.0 Instructions

5.1 When an unusual RFQ or order is received, Top Management decides how to proceed.

5.2 Orders received verbally are reviewed and confirmed over the phone and then entered in the ERP system as evidence of that review and a confirmation is sent to the customer.

5.3 For orders received by email, fax or by mail, the order is reviewed to determine the customer's requirements and to make sure all required information has been provided.

Required information may include:

- Part Number or Description
- Customer purchase order number
- Ship Via.
- Freight terms
- Quantity
- Customer Pricing
- Delivery date
- Special requirements
- Statutory and regulatory requirements
- Additional requirements that TNVC Company identifies

5.3.1 Sales reviews the requirements to make sure:

The customer requirements are adequately defined,

TNVC Company has the capability and capacity to meet the customer requirements,

Any requirements that are different than previously expressed are resolved.

If TNVC Company is unable to meet the requirements Sales will contact the customer to resolve the differences between what can be provided and customer requirements or tell the customer the product or service cannot be provided as stated on the customer order.

If TNVC Company is able to meet the requirements, Sales accepts the order. An acceptance email to the customer is evidence that the order has been reviewed. Or entering the order into the ERP system, etc… could be evidence of the review.

5.4 Customer order amendments

5.4.1 When the customer or TNVC Company initiates a change to an approved sales order, an order change is required and recorded, or the original order is canceled, and a new order is initiated.

5.4.2 Sales and the customer discuss the sales order change. If both parties agree to the changes they are documented in The ERP system and re-acknowledged to the

customer. Sales is responsible for communicating the changes to all employees that need to know about the changes, and relevant documents are amended.

5.5 Contingency Actions

5.5.1 When and if it comes to be that TNVC Company cannot meet its contract obligations such as On Time Delivery, TNVC Company will develop contingency actions and communicate them to the customer.

5.6 Customer Communication

5.6.1 Product Information

Product information is communicated to the customer by product information sheets, communication from Sales and Internet information. Printed information is reviewed and approved before release.

5.6.2 Customer feedback:

Sales may receive customer feedback.

All significant customer feedback & complaints (not including survey results) are recorded in F-1000-002 Continual Improvement Register.

The representative that receives the inquiry takes immediate action as necessary to satisfy the customer.

Customer feedback is requested from customers by using scheduled customer surveys and routine calls to the customer.

- Customer surveys are sent out annually to our Top Customers using **http://tinyurl.com/TNVC CompanyCustomerSurvey** which automatically logs the data into **http://tinyurl.com/TNVC CompanyCustomerSurveyLog.**

6.0 Forms and Records

6.1 F-1000-002 Continual Improvement Register

6.2 **http://tinyurl.com/TNVC CompanyCustomerSurvey**

6.3 **http://tinyurl.com/TNVC CompanyCustomerSurveyLog**

7.0 Related Documents

7.1 P-1000 Continual Improvement

8.0 Revisions

Revision	Date	Section	Summary of change	Authorized by
A	07/15/22	All	Initial issue	JC

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PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Quality Management System of:

TNVC, Inc.
1050 Nevada Street, Suite 405, Redlands, CA 92374 United States

(Hereinafter called the Organization) and hereby declares that Organization is in conformance with:

ISO 9001:2015

This Registration is in respect to the following scope:

Night Vision & Visual Augmentation System Consultation, Education, Training, Design, Assembly, Distribution, Sales, and Life-cycle Management

This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.

PERRY JOHNSON REGISTRARS, INC.

ANAB
ACCREDITED
MANAGEMENT SYSTEMS CERTIFICATION BODY

Terry Boboige, President
Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date:	Expiration Date:	Certificate No.:
December 30, 2022	December 29, 2025	C2022-05406

ATTACHMENT C

PROPOSER CONTACT INFORMATION

A. Company Contacts

Primary Contact Person (Name):	Will Fong
Title/Function:	Sales Manager
Address	1050 Nevada Street Suite 405, Redlands,CA 92374
Business Hours Phone:	909.796.7000 ext 610
Fax:	N/A
Internet E-mail Address:	will@tnvc.com
Name of Person Responding to Request:	Will Fong
Title/Function:	Sales Manager
Address:	1050 Nevada Street Suite 405, Redlands, CA 92374
Phone:	909.796.7000 ext 610
Fax:	N/A
Internet E-mail Address:	will@tnvc.com

B. General Company and Financial Information

Company Name:	TNVC, Inc.
Headquarters Address:	1050 Nevada Street Suite 405
City, State, ZIP	Redlands, CA 92374
Headquarters Phone:	909.796.7000
Headquarters Fax:	N/A
Company Owned By:	Victor DiCosola
Percent % Ownership:	100
Years In Business	17
Name of CIO	Augee Kim
Name of CEO/President:	Victor DiCosola



TRAINING AND EDUCATION TEAM OVERVIEW

TNVC TRAINING AND EDUCATION TEAM OVERVIEW

- **TNVC's Training and Education Team offers a scalable and tailorable training solution to law enforcement agencies that will not only provide world class low and no light techniques, but also validate existing organizational TTPs**
- **Our training curriculum has been developed by experienced US LE and military personnel to incorporate best practices and lessons learned from years of experience in operations, planning and training.**
- **Every member of TNVC's Training and Education Team understands the true importance and decisiveness of good training and knowledge in arriving at positive outcomes.**

The overarching and repeatable theme of our training is:

- **Information – Leverage technology to gain information**
- **Decision Making – Use the information to make a decision**
- **Problem Solving – Use that decision to solve the problem**

Student End State:

- **Confident – Confident in my chosen/issued equipment**
- **Competent – Competent in the employment of that equipment**
- **Capable – Capable of employing my equipment in support of defined requirements**

Program and Learning Outcomes

- Safety Brief
- Gear Discussion
- Physiology of NV
- Fundamentals of Night Ops
- White Light drills
- Zeroing Lasers
- Positive Identification Drills
- Load and Make Ready Procedures
- Laser Offset Drill
- Square Range Shooting Drills
- Reloads in the Dark
- Transition Techniques
- Moving and Shooting
- Scenario Drills
- Outdoor Movement with NV
- Improvised Shooting Positions
- Equipment Failure Drills
- White Light/Night Vision Integration
- Night Vision Policy/Use of Force
- Procurement/Funding Considerations
- Legal Aspects/Case Law
- Training and Operational Considerations
- Program Sustainment Considerations

Example Training Schedule (2 Day Package)

Block	Event	Duration	Location	Uniform
	Rental Gear Issue	0.50	Classroom	
1.0	Course administration	0.25	Classroom	
1.1	PowerPoint Presentation	1.25	Classroom	
	Break	0.25		
1.1	PowerPoint Presentation	1.50	Classroom	
	Lunch	1.25		
1.2	NV Gear Discussion/Demonstration	1.00	Classroom	
1.3	Flow drill and equipment shakedown	0.50	Classroom	Full Gear
1.4	Goggle sight picture/focusing	0.25	50m Range	Full Gear
1.5	Laser Zero	0.50	50m Range	Full Gear
1.6	Positive Identification Drill	0.55	50m Range	Full Gear
1.7	Load and make ready	0.50	50m Range	Full Gear
1.8	Laser Offset Drill	0.25	50m Range	Full Gear
1.9	White light rifle drills	0.75	50m Range	Full Gear
1.10	White light pistol drills	0.50	50m Range	Full Gear
	Break	0.25		
1.11	IR laser rifle drills	0.75	50m Range	Full Gear
1.12	IR pistol drills	0.50	50m Range	Full Gear
1.13	Passive rifle drills	0.75	50m Range	Full Gear
	Break	0.75		
1.14	Hunter/Hunted Drill	1.50	Structure(s)	Rifle/NVG
1.15	AAR/Hot wash	0.50	Classroom	
	Day One Hours	14.75	12.25	
2.0	Course administration	0.25	Classroom	
2.1	3 questions	0.75	Classroom	
2.2	Daytime turns, partner assist	0.75	50m Range	Full Gear
	Reload/Break	0.25		
2.3	Tune Up	1.25	50m Range	Full Gear
2.4	Turns	0.75	50m Range	Full Gear
2.5	Partner Assist	0.75	50m Range	Full Gear
2.6	25m Drills	0.75	50m Range	Full Gear
2.7	50m Drills	0.75	50m Range	Full Gear
	Reload/Break	0.25		
	Lunch	1.00		
2.8	Barricade Drills	1.50	Local Area	Full Gear
2.9	Light as Terrain	0.75	Local Area	NVGs
3.0	AAR and cleanup	0.75	Classroom	
	Day Two Hours	9.75	6.75	
	Course Total Hours	24.5	20.5	

Instructor Bios

Mike Sebastian, LE/Military Training & Support, TNVC: Mike has been a member of TNVC's Training & Education Team since 2020, teaching night vision skills and employment to LE and military personnel nationwide. He joined TNVC in 2021 as full-time LE/Military Training & Support following a 20 year career with the Chicago Police Department, including seven years as a Patrol Officer. He became a member of Chicago's full-time SWAT Team in 2008 and was assigned as an ATL/Team Leader for eight years. Mike retired from the SWAT Team and the Chicago Police Department in 2021.

Ian Gilchrist, LE/Military Training & Support, TNVC: Ian joins TNVC after a thirteen-year career in the U.S. Navy, including twelve years as a member of Naval Special Warfare (NSW). After joining the Navy in 2009, Ian attended Basic Underwater Demolition/SEAL (BUD/S) in 2010 as well as attending the demanding Special Operations Combat Medic course (SOCM) before being assigned to SEAL Team 7 in 2012. During his time at SEAL Team 7, Ian has deployed multiple times to Middle East, and was most recently assigned to Naval Special Warfare Training Detachment Group One from 2017 to 2022 as an Assault Cell and Close Quarters Combat (CQC) Instructor.

Joe Halloran, Director of Training, TNVC Joe originally joined the TNVC Team in 2021 as an Adjunct Instructor with our Training and Education Team following his retirement from his combined NCO and officer thirty-two-year career in the United States Army. Serving as a Field Artilleryman on both the weapon delivery side as well as Joint Fire Support, providing joint fires in support of maneuver at all levels of combined arms operations. Joe has multiple operational and combat tours to the Balkans, Iraq, and Afghanistan and has led organizations from the Team to Brigade level, including Battery and Battalion Command, Brigade Deputy Commander.

The remainder of the TNVC Training and Education Team is comprised of regional 1099 contract LE instructors with patrol, SWAT, policy and leadership experience

For more information, contact and links:

TNVC HQs Phone: (909) 796-7000

Email: training@tnvc.com

Links:

Training – Tactical Night Vision Company (tnvc.com)

Law Enforcement Night Vision Training – Tactical Night Vision Company (tnvc.com)

City Council Regular

Date:	02/12/2024
Title:	Approval of Amendment 15 with Morrison-Maierle, Inc. for Engineering Services to Construct a New Cargo Ramp Slot 5
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve Amendment 15 with Morrison-Maierle, Inc. for the engineering services associated with the construction of a new Cargo Ramp Slot 5 in the amount of $713,210.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

On May 5, 2022, the City Council approved a five-year contract with Morrison-Maierle, Inc. (M-M) to provide all pre-design and scope of work activities, survey, construction inspection and oversight, and project closeout for the Aviation and Transit Department for all civil engineering work required during the five-year term. This base contract with M-M is amended each time a new project is undertaken. Amendment 15 for $713,210 will provide funding for M-M to prepare plans and specifications, provide bidding assistance, construction administration, field observation, and project closeout reports for the Federal Aviation Administration (FAA) in order to build a new cargo ramp.

This project will construct a new large 137,000 square foot aircraft parking ramp for cargo operations to take place on, called Slot 5. Slots 1 - 4, which are directly east of this new ramp were built between 2002 - 2013 and are at capacity many times throughout the year and especially during the holidays when packages are being transported; therefore, additional ramp space is needed. UPS and FedEx continue to increase the number of flights and up-size their aircraft each year; subsequently, in 2023 they loaded and unloaded approximately 50 million pounds of freight, which makes BIL the busiest cargo airport in Montana and overall ranks number 63 throughout the entire United States. The Airport plans to build the new Slot 5 ramp in the summer of 2024. It will take 120 days to complete and cost approximately $8 million. This project includes 23,000 cubic yards of earth removal, relocation of an existing underground power line, the installation of 56,000 square feet of 16 inch concrete, 81,000 square feet of asphalt, storm drain pipe infrastructure, a concrete block retaining wall, airfield lighting improvements, along with many other miscellaneous items.

The scope of work and associated engineering fees for these services have been reviewed by Adurra Engineering from Cody, WY and negotiated by staff and subsequently approved by the Federal Aviation Administration (FAA). The FAA requires that all engineering fees be reviewed by a second contracted engineering firm to verify that these fees are reasonable, fair, and equitable. Ardurra Engineering was contracted to perform the secondary review, providing staff with an independent cost estimate to negotiate the fees with M-M.

ALTERNATIVES

City Council may:

- Approve Amendment 15 for the engineering fees with M-M; or,
- Not Approve Amendment 15 with M-M, delay the project and advise staff on how to proceed

FISCAL EFFECTS

The total cost of the engineering services in Amendment 15 is $713,210. These fees will be funded 90% with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funds and 10% with local match funds. The FAA's grant funding will be $641,889 and the City's local match will be $71,321. The local match funds are budgeted and available in the Airports Capital Account and will be reimbursed at a later date through the Airport's Passenger Facility Charge (PFC) program. Ultimately, all of these engineering fees are paid for and essentially do not cost the City or Airport anything.

City Council Regular

Date:	02/12/2024
Title:	Approval of Amendment 16 with Morrison-Maierle, Inc. for Engineering Services to Rehabilitate Aviation Place Road
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve Amendment 16 with Morrison-Maierle, Inc. for the engineering services associated with the rehabilitation of the Aviation Place Road Project in the amount of $161,530.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

On May 5, 2022, the City Council approved a five-year contract with Morrison-Maierle, Inc. (M-M) to provide all pre-design and scope of work activities, survey, construction inspection and oversight, and project closeout for the Aviation and Transit Department for all civil engineering work required during the five-year term. This base contract with M-M is amended each time a new project is undertaken. Amendment 16 for $161,530 will provide funding for M-M to prepare plans and specifications, provide bidding assistance, construction administration, field observation and project closeout reports for the Federal Aviation Administration (FAA) in order to rehab an existing service road at the Airport.

This project includes the rehabilitation of an existing road that is 25 feet wide by 2,450 feet long and used by tenants and Airport staff to access the airfield through five security access control gates. Aviation Place is also the primary road for all emergency vehicles including fire, ambulance, and police to access the east side of the Airport which includes Edwards Jet Center, Rocky Mountain College Flight School, Cape Air Maintenance Facility, fuel farm, private aviation businesses, and numerous aircraft hangars. A contractor will mill 2 inches of the existing asphalt surface off and replace with a new 2 inch asphalt overlay. The project will also include utility modifications, installation of conduit, pull-boxes and fiber-optic cables, and pavement markings. The existing road was milled and overlayed in 2008, has met its useful life and needs to be replaced. The work will take 45 days to complete and the construction estimate is approximately $500,000.

The scope of work and associated fees for these services have been reviewed by Ardurra Engineering from Cody, WY and negotiated by staff and subsequently approved by the Federal Aviation Administration (FAA). The FAA requires that all engineering fees be reviewed by a second contracted engineering firm to verify that these fees are reasonable, fair, and equitable. Ardurra Engineering was contracted to perform the secondary review, providing staff with an independent cost estimate to negotiate fees with M-M.

ALTERNATIVES

City Council may:

- Approve Amendment 16 for the engineering fees with M-M; or,
- Not Approve Amendment 16 with M-M, delay the project and advise staff on how to proceed

FISCAL EFFECTS

The total cost of the engineering services in Amendment 16 are $161,530. These fees will be funded 90% with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funds and 10% with local match funds. The FAA's grant funding will be $145,377 and the Airport's local match will be $16,153. The local match funds are budgeted and available in the Airports Capital Account and will be reimbursed at a later date through the Airport's Passenger Facility Charge (PFC) program.

City Council Regular

Date:	02/12/2024
Title:	State Fam Frant Council
Presented by:	Kathy Gibson
Department:	Fire
Presentation:	No
Legal Review:	No
Project Number:	n/a

RECOMMENDATION

Approve acceptance of grant funds.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The Billings Fire Department provides structural collapse response at the specialist level to the City of Billings and BUFSA. However, due to budgetary constraints, the Billings Fire Department has been unable to designate the training funds for this class since the early 2010s. This class is necessary to maintain proficiency in rescue technician capabilities and changing threats. Additionally, the Billings Fire Department is one of six regional Hazardous Materials Teams in the State of Montana and currently provides technician-level services in Hazardous Materials, Rescue, Collapse, Confined Space, and Trench Rescue to all of eastern Montana. The Billings Fire Department is the only all-hazards agency in southeast Montana providing these services.

The eastern Montana communities State Farm serves are in the Billings Fire Department response areas for both technical rescue and hazardous materials regional response, along with the current first-due response area of the City of Billings and the Billings Urban Fire Service Area. The Billings Fire Department requested funding assistance for $10,000 to train and equip several of our rescue technicians at the Structural Collapse Specialist certification level. The State Farm Grant Review Committee awarded $10,000.00 in grant funds on January 18th, 2024.

These funds will be used for class registration at the TEEX Structural Collapse Specialist resident course on the Texas A & M campus in calendar year 2024.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

These funds will be used for class registration.

City Council Regular

Date:	02/12/2024
Title:	Annual Certified Local Government Grant Program for Historic Preservation
Presented by:	David Green
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	n/a

RECOMMENDATION

Staff recommends the City Council authorize submitting an application to the State Historic Preservation Office for a $6,000 Certified Local Government grant for the FY24-25 cycle.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The City Council is being asked to authorize the application for the FY24-25 grant cycle for the Certified Local Government (CLG) grant for historic preservation. The Montana State Historic Preservation Office has designated the City of Billings as a CLG for historic preservation activities. As a CLG, the City is eligible annually to receive state funding to coordinate historic preservation efforts in the local area. Applications for the FY24-25 funding cycle from the State are due February 15, 2024. The City of Billings has been utilizing CLG funding for activities that support the efforts of the Yellowstone Historic Preservation Board (YHPB) since 1997. A description of these activities is provided in the Work Plan attached to this staff report. Recent projects being overseen by the Yellowstone Historic Preservation Board include research and preparation of a National Register nomination for Riverside Park in Laurel. Additional funding from the State Historic Preservation office is allowing for three other special projects that the YHPB is currently undertaking and anticipates continuing through this grant cycle. The projects include an update of the Downtown Walking Tour Application, the purchase of two window restoration toolkits and hands-on workshop, and the development of a Multiple Property Designation of Chandler Cohagen properties within the City of Billings.

The Cities of Billings and Laurel, Yellowstone County, and the Crow Tribal Council entered into an inter-local agreement in July 1993 establishing the Yellowstone Historic Preservation Board (YHPB). Along with the inter-local agreement, the four governmental entities adopted ordinances setting up a multi-government YHPB, appointed nine (9) qualified board members, and a Historic Preservation Officer. Since that time, the YHPB has been meeting monthly as warranted and has continued to develop and refine an encompassing Historic Preservation Program. The board continues to implement the 2016 Growth Policy for the Billings Urbanized Area. An area of the policy identified as "Place Makers" is a community goal and states, "The Billings area should continue to make places that we all enjoy by preserving and improving public space as well as the natural and historic landscapes to bring the community together where people are comfortable and share activities. These places are ones that you go back to, share with visitors and recall when someone asks you to describe your community". One of the objectives includes protection and preservation, such as historic preservation controls, preservation of view sheds, preservation of natural areas and the preservation of historic places.

ALTERNATIVES

City Council may:

- Agree to participate in the State CLG program and approve submitting a CLG grant application that provides funding to coordinate historic preservation activities; or
- Decline to participate in the State CLG program and not authorize a CLG grant application. Declining participation would potentially limit historic preservation activities in Billings and Yellowstone County, and/or require other funding sources to be accessed for historic preservation activities.

FISCAL EFFECTS

City Council approval would allow the City of Billings to apply for $6,000 in State of Montana Certified Local Government funding.

- The local cash match for the Certified Local Government grant will be $49,501.60. The cash match includes funds from the Planning Division of $48,032.60, including a portion of the Historic Preservation Officer's salary of $47,001.60 and $1,031 in cash that will go toward consultant fees. The Yellowstone Historic Preservation Board will request $1,000 from Yellowstone County and $469 from the City of Laurel that will also be used for

consultant fees.

- There is also an in-kind match of $3,521.44 generated from board members' time, use of the Planning Division conference room, and other incidentals for a total match of $56,023.04.
- The total funding package is $59,023.04 ($53,023.04 (Match) + $6,000 (CLG Grant))(See attached CLG Application).
- The total cash funding package for the grant program is $8,500 ($6,000+$2,500 (local cash contribution)) of which $7,500 is used for consulting services provided by the Western Heritage Center to perform activities identified in the Yellowstone Historic Preservation Board Annual Work Plan. The remaining $1,000 will be held by the city for expenses above and beyond consulting fees.

SUMMARY

The Certified Local Government grant assists the Yellowstone Historic Preservation Board to carry out historic preservation activities for the community. This annual grant program goes a long way in achieving those goals of the board. Staff recommends authorizing the submittal of the grant application to the State Historic Preservation Office.

Attachments

CLG Grant Application
YHBP Work Plan

Certified Local Government Grant Application

For the grant period
April 1, 2024 to March 31, 2025

Application Deadline

February 15, 2024

Montana State Historic Preservation Office
PO Box 201202
Helena, MT 59620-1202
(406) 444-7715

2024-2025 GRANT APPLICATION
CERTIFIED LOCAL GOVERNMENT PROGRAM

Certified Local Government: City of Billings/Yellowstone County

Address: 2825 3rd Avenue North, 4th Floor, Billings, MT 59101

Contact Person: Dave Green, Historic Preservation Officer, Subdivision Coordinator

Tax ID: 816001237

Unique Entity Identifier (UEI): MLYDN89CLXL5
Period of Grant Request: April 1, 2024 to March 31, 2025

Scope of Work: The National Park Service asks we grant funds to CLGs for kinds and levels of work that reflect increasing sophistication, skills, and roles by the Preservation Officers, in other words, tasks that reflect improvement in community thinking. For this section, please itemize special projects, products or projects starting or completing, meetings to be attended, regular work duties, etc., and specifically, ways in which the federal grant funds will help a project or program beneficial to the growth and development of the local program. Please tie your tasks to your community's Preservation Plan. If not, please explain.
(❒ Check if Scope of Work is continued on additional pages.)

The Cities of Billings and Laurel, Yellowstone County, and the Crow Tribal Council entered into an inter-local agreement in July 1993 establishing the Yellowstone Historic Preservation Board (YHPB). Along with the inter-local agreement, the four governmental entities adopted ordinances setting up a multi-government YHPB, appointed nine (9) qualified board members, and a Historic Preservation Officer. Since that time, the YHPB has been meeting monthly as warranted and has continued to develop and refine an encompassing Historic Preservation Program. The board continues to implement the 2016 Growth Policy for the Billings Urbanized Area. An area of the policy identified "Place Makers" as a community goal and states, "The Billings area should continue to make places that we all enjoy by preserving and improving public space as well as the natural and historic landscapes to bring the community together where people are comfortable and share activities. These places are ones that you go back to, share with visitors and recall when someone asks you to describe your community". One of the objectives includes protection and preservation such as historic preservation controls, preservation of view sheds, preservation of natural areas and the preservation of historic places.

This year the CLG funding for half-time staff is $6,000. The local cash match for these funds is provided by the City of Billings, City of Laurel, and Yellowstone County in the amount of $2,500. This amount combined with the $6,000 from the CLG provides $8,500 for consulting services provided by the Western Heritage Center. In addition to the local funds, the Planning Division also provides in-kind match through the HPO salary, room usage, and supplies. Also, Historic Preservation Board member's time is also counted toward the in-kind match. As mentioned above, the CLG and local funds are used to contract services with the Western Heritage Center and assist in carrying out the following activities:

- Assist the Board and Historic Preservation officer in undertaking action to meet short and long-range goals established by the Board. See Attachment A.
- Provide professional services to assist the Board, Historic Preservation Officer, and the City in performing duties and responsibility identified in the City's Historic Preservation Ordinance MCA 27-500.

- Act as a historic preservation center by providing technical assistance, direction, and literature on the following:
    - Historic preservation tax credits
    - National Register
    - Federal historic preservation regulations, and
    - Secretary of Interior Standards related to historic preservation activities.
- Attending community meetings related to preservation activities, on behalf of the Board upon request.
- Plan and coordinate activities and publicity during National Preservation Week in May.
- Carry out the responsibilities for the CLG program as outlined in “The Certified Local Government Program in Montana”.
- Submit semi-annual reports on the historic preservation efforts of the community carried out by the city under the CLG grant.

BUDGET

4-1-2024 to 3-31-2025 Budget	Cash Amount	Cash Source	In-kind Amount	In-kind Source	Total
A. Salaries, Wages, Benefits	$47,001.60	HPO $48.96/hr x 80 hrs/mo x 12 mos CI/CO			$47,001.60
B. Office Rental			$400.00 Conference room @ 1 hrs/mo x $50/hr x 8 mtgs/yr	CI/CO	$400.00
C. Equipment			*		
D. Supplies & Materials Itemize major categories			*		
E. Postage			*		
F. Telephone & Internet			*		
G. Photocopies			*		
H. Preservation Commission Number of hours X * rate X number of members X number of meetings			$3,121.44 7 members x 2 hrs/mo x $27.87 x 8 mtgs/year	YHPB	$3,121.44
I. Volunteers Hours X * rate X number of volunteers.					

J. Travel Mileage Number of miles X $**0.64**. **Include funds for HPO and/or Commissioners to attend CLG annual training**			*	CI/CO	
K. Travel Meals # of Meals X rate: Breakfast - $8.25 Lunch - $9.25 Dinner - $16.00			*	CI/CO	
L. Lodging $107.00 plus tax X number of nights			*	CI/CO	
M. Project (s) Expenses – fully itemized	$6,000.00 $2,500.00	F CI/CO			$8,500.00
N. Other Expenses – fully itemized.					
M. Total Expenses					

SOURCE KEY:

F-Federal
CI-City
CO-County
NP- Private/Non-Profit

* Federally approved minimum rate for volunteers is $27.87 per hour.

SOURCES OF REVENUE/FUNDING	AMOUNT
Itemized Cash Match Source	
City of Billings (Tax ID #: 816001237)	$ 1,031.00
City of Billings	$47,001.60
City of Laurel	$ 469.00
Yellowstone County	$ 1,000.00
Itemized In-Kind Match Source	
Room rental for board meetings	$ 400.00
YHPB member time	$3,121.44
Federal HPF Grant Request from SHPO	
CLG Funds	$6,000.00
TOTAL REVENUE	**$59,023.04**

Certified Local Government
Historic Preservation Commission Chairperson or President

Signature _____ Date _____

Name (typed) Keith Edgerton

Address 1140 N. 32nd Street, Billings, MT 59101

Telephone 406-861-2845

* * * *

Yellowstone Historic Preservation Board Work Plan 2024-2025

Goals & Objectives:

I. Promote the preservation of historic buildings, sites or neighborhoods.

II. Increase community awareness on the benefits of historic preservation activities.

III. Promote increased awareness of preservation activities and the work of the YHPB through the four governing bodies represented on the Board.

IV. Comply with the duties and responsibilities of historic preservation organizations under the State Certified Local Government Program and the requirements of the Inter-local Agreement.

2024-2025 Projects

1. Complete a National Registration Riverside Park in Laurel.

Time Frame:	Draft nomination by summer 2024
Who:	YHPB Board, HPO/WHC, City of Laurel
Status:	YHPB has allocated hours to allow the WHC to work on the nomination. Board has also volunteered to assist in reading over narratives and other tasks associated with the creation of the nomination.

2. Complete an update to the YHPB Downtown Walking Tour Application. With funds from SHPO, this is currently being updated through the Western Heritage Center.

Time Frame:	Summer, 2024
Who:	YHPB, WHC, HPO
Status:	The YHPB was provided cash and in-kind match for the SHPO fund.

3. Through additional SHPO funds, the YHPB was able to purchase two Window Restoration Toolkit from Preserve Montana. This spring the YHPB will host hands-on work shop to teach basic window restoration.

Time Frame:	Spring, 2024
Who:	YHPB, WHC, HPO, Preserve Montana
Status:	Identifying local partners in the building of the toolkit.

4. YHPB will look to develop a local program similar to the State Historic Preservation Offices' Montana Hidden History. Two suggestions have been a tour of the Lincoln Center Tunnels and a Cohagen House Tour. This would be an opportunity for the YHPB to generate some income towards historic preservation activities, such as funds for local match of grants, program development, limited survey and national register work, etc.

Time Frame: Throughout 2023 and beyond – Lincoln Center Tunnels during May (Preservation Month)
Who: YHPB, HPO, WHC
Status: Early stages of discussion and development

5. **Complete an MPD for Chandler Cohagen properties with the City of Billings. Additional SHPO funding has been allowed for this project. The WHC is currently developing this package.**

Time Frame: Through fall of 2024
Who: WHC, YHPB, HPO
Status: Early stages of discussion and development

Annual Board Activities

1. **Continue the review of building permits submitted for properties located within the designated historic district.**

Time Frame: Ongoing
Who: Committee and HPO

2. **Continue the review of Community Development Block Grant rehabilitation projects as needed.**

Time Frame: Ongoing
Who: YHPB/WHC

3. **To continually update the local governing bodies of the activities undertaken by the YHPB, annual PowerPoint Presentations will be made to the City of Billings, the City of Laurel and Yellowstone County.**

Time Frame: Yearly
Who: Chair/WHC/HPO
Status: The scheduling of these meetings will take place yearly during spring.

4. **To provide up to date information to the general public, continually update the web site and social media sites on activities and programs.**

Time Frame: Ongoing
Who: WHC

5. **Provide resources to property owners who are interested in listing a property to the National Register. Including State Historic Preservation Office contacts, literature and technical assistance.**

Time Frame: Ongoing
Who: YHPB Board/HPO/WHC

6. **Expand YHPB meetings to alternate locations. To take advantage of some of our many historic venues, the board wishes to expand meetings to alternate locations.**

Time Frame: Ongoing
Who: HPO/WHC

7. **Due to a loss of potential historic buildings within the City of Billings, an effort is being made to notify WHC and a member of the board about upcoming demolitions. The Building Division notifies HPO on the release of demolition permits, HPO notifies members of the demolition and a determination is made to either document/photograph building.**

Time Frame: Ongoing
Who: HPO/WHC/Board

8. **Continue exploration of grant opportunities to provide additional funds to the YHPB for historic preservation projects.**

Time Frame: Ongoing
Who: HPO/WHC

9. **Consultant, Historic Preservation Officer and YHPB will attend training meetings as needed. Historic Preservation Officer will attend the required annual Montana State Historic Preservation Conference.**

Time Frame: Ongoing
Who: WHC/HPO

10. **To provide a forum for Historic Preservationist to share their successes and discuss projects and to present historic preservation awards, continue to host the Historic Preservation Roundtable yearly.**

Time Frame: Yearly
Who: WHC/HPO/Board
Status: Preservation Month - March

11. **Celebrate National Historic Preservation Month. Board will decide on a program, speakers and other events to commemorate this event.**

Time Frame: Yearly
Who: Committee/WHC
Status: This event will occur yearly during May.

12. **YHPB will investigate and identify opportunities to display the YHBP banners.**

Time Frame: Yearly
Who: YHPB, HPO, WHC

City Council Regular

Date:	02/12/2024
Title:	BMCC Chapter 26 Water and Wastewater Second Reading
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the modifications to BMCC Chapter 26 on second and final reading.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Chapter 26 of the Billings, Montana City Code (BMCC) defines the policies related to water and wastewater service. City staff has determined a need to modify portions of Chapter 26 to address several issues.

There are several "clean up" items that need to be addressed and are as follows:

- Stormwater. In 2011, reimbursement conditions for stormwater were added to this section. In 2015, many of them were removed but not all. The modifications will delete all remaining references to stormwater. The stormwater section of the BMCC is being modified later in 2024 to include reimbursement.
- Annexation terminology: The annexation terminology used by the city has changed, so references within BMCC Chapter 26 were changed to reflect the new terminology.
- Definitions: There is an inconsistency between the definitions in the BMCC and the Water/Sewer Rules and Regulations that need to be corrected.
- Billing: The billing section of the chapter needs to be updated to reflect changes to billing procedures.

There are a few content related items that need to be updated as well:

- Backflow prevention needs to be added to the BMCC.
- Reimbursement conditions need to be updated to reflect direction from the City Council.
- The requirement to discontinue open ditches is not always in the best interest of the City and should be removed from this section of the BMCC.

After the public hearing, City Council discussed two issues, both related to the reimbursement. One question was about the acceptable format for assigns and language was added to require that they be written. The other question was about the 5 year time period and whether it covered simply oversights on payments from the city or if it allowed developers to meet conditions within five years. The language was updated to reflect the intention to allow five years only in the case of an oversight by the City.

The following language was modified to address the issues that were discussed:

> *Developer shall, at all times, provide to the city a current address for purposes of mailing reimbursement payments to developer. At no time does the city have an obligation to make reimbursement payments to developer's heirs, representatives, and successors. Reimbursements will be paid to an assign only if the developer has provided the city written confirmation of the developer's assignment showing: (a) the effective date of the assignment; and (b) the assign's full name, current address, and phone number. If developer or assign has a right to reimbursement or reason to believe it is entitled to reimbursement that has not been received, developer or assign must make a request to the Public Works Director for such reimbursement within five (5) years from date of connection to the main or its claim shall be waived. If the city does not have a current address on file at the time of reimbursement, developer or assign shall not receive nor be due reimbursement.*

The modifications were presented to the Budget and Finance committee on December 13, 2023, City Council during a work session on January 2, 2024, and developers from the community on January 18, 2024. The First Reading and Public Hearing was held on January 22, 2024, and after holding the public hearing, City Council approved the first reading with modifications recommended by staff. The ordinance attached to this memo reflects all changes made to BMCC 26 through the previous meetings.

ALTERNATIVES

City Council may:

- Approve the modifications to the BMCC Chapter 26 on Second Reading; or,
- Not Approve the modifications. If not approved, the changes will not be made and policies related to Water and Wastewater service will continue as they currently are.

FISCAL EFFECTS

The significant fiscal impact is associated with the reimbursement conditions. Currently, reimbursement is often required at annexation but the City Code does not define the conditions. Also, for properties that are already annexed, reimbursement would not be required without these modifications.

Attachments

Ordinance Redlined

ORDINANCE 24-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY REVISING SECTION 26 WATER AND WASTEWATER UTILITIES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Section 26, Water and Wastewater Utilities, of the Billings, Montana City Code (BMCC) is amended and renumbered so that such section shall read as follows:

Chapter 26 WATER AND WASTEWATER UTILITIES[1]

ARTICLE 26-100. IN GENERAL

Sec. 26-101. Regulations.

The city administrator shall promulgate and publish rules and regulations for administration and operation of the municipal water and wastewater utilities. Those rules and regulations shall, as a minimum, include the rules and regulations required under Montana Code Annotated, Section 69-7-201. (Ord. No. 85-4618, § 1(18.04.010), 1-14-85)

Sec. 26-102. Failure to comply with rules and regulations.

Any person who shall fail to comply with the rules and regulations after notice of nature of violation/delinquency and reasonable time to comply shall be subject to

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[1]Editor's note(s)—Ord. No. 85-4618, adopted Jan. 14, 1985, did not specifically amend the Code hence codification of said ordinance herein as Ch. 26, Arts. 26-100—26-400, was at the discretion of the editor. Prior to the enactment of Ord. No. 85-4618, former § 26-101 saved from repeal Title 18, §§ 10.60.030, 10.60.040, 10.80.010—10.80.090, of the "Billings Municipal Code, 1967" pertaining to water and wastewater utilities.

Cross reference(s)—Administration, Ch. 2; public works board, § 2-536 et seq.; building and building regulations, Ch. 6; plumbing code, § 6-501 et seq.; health and sanitation, Ch. 15; planning, Ch. 20; solid waste, Ch. 21; streets, sidewalks and other public places, Ch. 22; subdivision regulations, Ch. 23.

State law reference(s)—Utility services, MCA 7-13-101 et seq.; municipal utilities, MCA 69-7-101 et seq.

termination of service. Provided, that the service may not be terminated for failure to pay until forty (40) days after billing date and a notice has been mailed to the customer ~~of delinquency~~. Provided, further, that in emergency situations, as determined in the sole discretion of the city, service may be terminated without notice. Said service shall not be restored until the violation/delinquency is corrected and full compliance is assured. In addition, persons failing to obey promulgated rules and regulations shall be subject to punishment and penalties as provided for violations of other provisions of this code. Violators of Chapter 24 of the rules and regulations shall be subject to penalties and notices as specified therein.

(Ord. No. 85-4618, § 1(18.04.020), 1-14-85; Ord. No. 92-4906, § 1, 7-27-92)

Sec. 26-103. Review of administration's action.

Any person aggrieved by an administrative decision, any rule or regulation adopted or the application of any rule or regulation governing the operation of the municipal water and wastewater utilities may petition the city council for review. Said aggrieved person shall file a written notice of appeal with the city administrator within ten (10) days after the date on which the grievance occurred. The notice of appeal shall state the specific action being appealed, the reasons for appealing such action, the particular relief sought, the aggrieved person's correct mailing address, and shall be signed by the aggrieved person. The petitioner shall be notified in writing by certified mail, return receipt requested, of the date and time the matter will be considered on the agenda. The petitioner and all other interested persons may appear at the time and place and be heard. The city council shall act on the question within thirty (30) days of the hearing on the question.

(Ord. No. 85-4618, § 1(18.04.030), 1-14-85; Ord. No. 85-4664, 9-9-85)

Sec. 26-104. Definitions.

Unless the context specifically indicates otherwise, the meanings of terms used in this article on municipal water and wastewater utilities and in the rules and regulations authorized herein shall be as follows:

Backflow Preventer means a device or means to prevent backflow into the potable water system. *Building sewer* means the privately-owned extension of the building drain to the public sanitary sewer or other place of disposal.

Combined sewer means a sewer receiving both surface runoff and wastewater.

County or *Yellowstone County* means the County of Yellowstone in the State of Montana.

Extension means the act or process of extending, adding to or enlarging the municipal water supply system~~/and/or~~ wastewater system on the city's side of the point of delivery/point of connection to provide municipal water/wastewater service to a prospective customer/user or group of prospective customers/users.

Fireline means all service pipes, curb stops and/or valves, curb boxes and/or valve boxes, backflow prevention devices, check valves, inside piping, fittings, fixtures, and any other apparatus on customer's side of the point of delivery used for, and limited to, the providing of water to customers for fire suppression activities.

Finished water means potable water produced through water treatment processes.

Garbage means solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Natural outlet means any outlet into a watercourse, pond, ditch, lake or other body or surface or ground water.

Point of connection means the point at which the ~~city's~~ municipal wastewater system connects physically to a user's ~~customer's~~ building sewer, ~~which, u~~nless otherwise designated in the user's service agreement, the point of connection shall be located at and include the user's service tee or wye fitting which is normally attached to the public sanitary sewer located in a public right-of-way and/or easement that abuts and fronts the property to be served.

Point of delivery means the point at which the ~~city's~~ municipal water supply system connects physically to a customer's ~~facilities~~ water service line. ~~which, u~~ Unless otherwise designated in the customer's service agreement, the point of delivery shall be located at and shall include the customer's ~~the~~ corporation stop which is normally attached to the public water main located in the public right-of-way and/or easement that abuts and fronts the property to be served.

Public sanitary sewer means the sewer directly controlled by the city and laid in the street or other right-of-way for the collection of wastewater from user's building sewers.

Public water main means the pipe directly controlled by the city and laid in the street or other right-of-way for the distribution of water to ~~a customer of customers through~~ customers' water service lines.

Rules and regulations mean all rules and regulations promulgated by the city administrator for administration and operation of the utility as provided for in Section 26-101, BMCC.

Sanitary sewer means a sewer that carries wastewater or sewage ~~liquid and water carried wastes from residences, commercial buildings, industrial plants, and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.~~ .

Sanitary sewer service line or *wastewater service line* means that portion of the privately-owned building sewer extending from the property line of the property served to the public sanitary sewer.

Sewer means a pipe or conduit for carrying wastewater or drainage.

Shall is mandatory; *may* is permissive.

Storm sewer or *storm drain* means a sewer ~~which~~ that carries storm and surface waters and drainage but excludes wastewater and polluted industrial wastes.

Suspended solids means solids that either float on the surface or are in suspension in water, wastewater or other liquids, and which are removable by laboratory filtering.

User *or Customer* means any person ~~who discharges, causes or permits the discharge of wastewater into the publicly owned wastewater system.~~ receiving municipal water/wastewater service directly or indirectly from the municipal water supply system/municipal wastewater system.

Wastewater *or Sewage* means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, together with any groundwater, surface water and storm water that may be present, whether treated or untreated, which is discharged into or permitted to enter the municipal wastewater system.

Wastewater service *or Municipal wastewater service* means the act of directly discharging ~~either directly or indirectly of~~ wastewater into the municipal wastewater system from users' building sewers ~~into the wastewater system~~ for the purpose of collecting, transporting, treating and disposing of said users' wastewater.

Wastewater service area means the particular territory which has been officially adopted by the city council as the area it intends to provide with wastewater service.

Wastewater system *or Municipal wastewater system* means any ~~sanitary~~ wastewater facilities, including intercepting sewers, outfall sewers, wastewater collection systems and wastewater treatment facilities controlled by the city.

Watercourse means a channel in which a flow of water occurs, either continuously or intermittently.

Water service *or Municipal water service* means the supplying of water ~~either~~ directly ~~or indirectly~~ from the municipal water supply system, or the availability of water supplied ~~either~~ directly ~~or indirectly~~ from the municipal water supply system, at the point of delivery and also the water so delivered or used.

Water service area means the particular territory which has been officially adopted by the city council as the area it intends to serve with municipal water service.

Water service line means all privately-owned facilities, including service pipe, corporation stop, approved curb stop, curb box, municipal water meter box or vault, backflow prevention device, pressure reducing valve, expansion tank, inside piping, appliances, and other apparatus on customer's side of the point of delivery, except the ~~city's~~ municipal water meter and any other equipment owned by the city.

Water supply system *or Municipal water supply system* means any devices, facilities, structures, equipment, land or works controlled by the city for the purpose of the processing, treatment, transmission, storage, distribution, pumping and measurement of water supplied to customers.

(Ord. No. 85-4618, § 1(18.04.040), 1-14-85; Ord. No. 06-5356, § 2, 1-9-06)

Sec. 26-105. Jurisdiction.

The jurisdictional area of this Code and regulations and rules shall govern any territory, whether within or without the corporate city limits, which is presently or in the future to be served with water or wastewater service or both.

(Ord. No. 85-4618, § 1(18.04.050), 1-14-85)

Sec. 26-106. Special agreements for unusual wastewater treatment.

The city and any industrial concern may by written agreement not inconsistent with this article provide that an industrial waste of unusual strength or character may be accepted by the city for treatment, subject to payment therefor by the industrial concern.

(Ord. No. 85-4618, § 1(18.04.060), 1-14-85)

Sec. 26-107. Rates and charges.

All water and wastewater rates, charges and classifications shall be established and changed under the procedure prescribed and outlined in Montana Code Annotated Title 69, Chapter 7, Part 1. The council's decision pursuant to Montana Code Annotated Section 69-7-112 shall be in writing and in the form of a city resolution. ~~Provided, that said resolution shall not have an effective date until ten (10) days after the date of adoption~~ . All other fees and charges imposed by the city within the utilities service areas shall be set by the city council by resolution.

~~**(Sec. 26-107.1. Property safety water supply service charge; amount**.~~

~~There is hereby imposed a service charge for property safety water supply as follows: Each owner of real and/or personal property within the city shall pay to the city that portion of the total property safety water supply service charge imposed annually as hereafter provided, as the total taxable value of such real and/or personal property bears to the total taxable value of all real and personal property within the city; provided, however:~~

~~(1) Owners of parcels of real property which have no taxable value shall pay an annual charge of twenty dollars ($20.00) for each of such parcels;~~

~~(2) All parcels having taxable value shall pay at least a minimum annual charge of one dollar ($1.00) per parcel.~~

~~(Ord. No. 84-4604, § 1, 8-20-84)~~

~~Editor's note(s)—Ord. No. 84-4604, § 1, adopted Aug. 20, 1984, did not specifically amend this Code and said provisions have been included herein at the discretion of the editor as § 26-107.1~~

~~Ord. No. 85-4618, § 1(18.04.070), 1-14-85)~~

Sec. 26-108. Combined charges and water and wastewater service.

All bills issued for municipal water service, wastewater service, solid waste service, or any other City services shall state the amounts for each service separately. A bill may contain any combination of services, depending on the availability of services for the property being billed. Partial payments are allowed, but the payment is prorated against all outstanding charges.

~~All statements issued for water, wastewater, solid waste, or other City services and charges to parties or properties which are also customers of the city water system, whether within or without the city limits, shall be included as a part of the statements for water service and charges, but separately stated as a surcharge. No payment of water charges or of wastewater charges so billed shall be accepted without payment of both such items. Partial payment shall be prorated against all outstanding charges.~~

(Ord. No. 85-4618, § 1(18.04.080), 1-14-85)

Sec. 26-109. Meters for nonusers of city water system.

Meters or other means of gauging or metering water used on premises not using the city water service but connected to the city wastewater system for wastewater service shall be installed at the expense of the owners of such premises in accordance with city rules and regulations. Said meters shall be accessible to the city and its employees to facilitate the determination of the wastewater charges to be paid by the owners or occupants of such premises.

(Ord. No. 85-4618, § 1(18.04.090), 1-14-85; Ord. No. 06-5356, § 3, 1-9-06)

Sec. 26-110. Statement for wastewater service only.

Statements issued for city wastewater service to parties and properties connected to the wastewater system for wastewater service but which do not receive city water service shall be made on the same forms and at the same times as nearly as may be and with the same billing charges as the combined water and wastewater statements.

(Ord. No. 85-4618, § 1(18.04.100), 1-14-85)

Sec. 26-111. Adjustment of wastewater charges.

(a) The wastewater rates, charges and rental may be adjusted, as applied to particular premises, by the procedure set forth below, where it appears that:

(1) The character of the wastewater from any manufacturing, industrial or other plant, building or premises is such that the wastewater rates provided are

unfair, inequitable, unreasonable or inadequate to pay the cost of wastewater service to such premises;

(2) The entire amount of water delivered through the metered line to any premises is used for such a purpose and in such a manner as to establish beyond reasonable doubt that such water does not enter the wastewater system; or

(3) The entire amount of water delivered through a secondary meter on any premises is used for such a purpose and in such a manner as to establish beyond reasonable doubt that water so delivered does not enter the wastewater systems. Secondary meters shall be of a type, size and make and set at such place as shall be designated by the city rules and regulations.

(b) Any person who considers the wastewater rates, charges and rental applicable to his premises unfair, inequitable or unreasonable may present his complaints to the public works board, stating the facts and grounds of complaint. The board shall advise the city administrator or his designee of any need for investigation and a report of the investigation shall be made to the board. The public works board shall consider each and all of such complaints and reports and communicate its recommendations to the city administrator. Where the entire amount of water or any metered portion thereof delivered to any premises does not enter the wastewater systems, this fact shall be part of the report. When the board finds that the wastewater rates, charges and rentals applicable to any premises are for other reasons unfair, inequitable, unreasonable or inadequate, it shall communicate its findings to the city administrator. The city administrator shall report the same to the city council and the council shall have the right to order a public hearing as to any such matter and, if convinced that an adjustment of the wastewater rates, charges and rentals for such premises is necessary to provide equality with those charged to others, it shall so provide, either by amendatory ordinance, or by resolutions fixing special wastewater rates and charges for individual premises during the period of continuance of special circumstances which make the standard rates and changes unfair, inequitable, unreasonable or inadequate.

(Ord. No. 85-4618, § 1(18.04.110), 1-14-85; Ord. No. 10-5504, § 5, 2-22-10)

Sec. 26-112. Owner's duty to use utility services.

The owner of any house, building or other property used for human occupancy, employment or recreation, which is situated within the city and abuts on any street, alley or right-of-way in which there is situated water or wastewater utilities within one hundred (100) feet of the property line, shall at his own expense properly connect and use said services.

(Ord. No. 85-4618, § 1(18.04.120), 1-14-85)

Sec. 26-113. When private systems may be used.

When municipal water or wastewater utilities are not available as provided in this Code, private systems may be used so long as water or wastewater utilities are not available, provided, that all private systems shall be constructed, installed and maintained under and pursuant to the rules and regulations of the city-county health department.

(Ord. No. 85-4618, § 1(18.04.130), 1-14-85)

Sec. 26-114. Inspection of water and wastewater systems and facilities.

The city administrator and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling and testing, in accordance with the provisions of the code on municipal water and wastewater utilities [this chapter.]

(Ord. No. 85-4618, § 1(18.04.140), 1-14-85)

Sec. 26-115. Permit required for connection, extension or use.

No person shall uncover, make any connections with or opening into, extend, use, alter or disturb the water supply system and/or wastewater system without first obtaining a written permit from the city and providing the insurance and bond required by section 6-512.

(Ord. No. 85-4618, § 1(18.04.150), 1-14-85; Ord. No. 03-5251, § 1, 8-11-03)

Sec. 26-116. Unpolluted drainage; storm sewers.

(a) Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the city. Industrial cooling water or unpolluted process waters may be discharged, upon approval of the city to a storm sewer, combined sewer or natural outlet.

(b) No storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process waters shall be discharged into any public sanitary sewer.

(Ord. No. 85-4618, § 1(18.04.160), 1-14-85)

Sec. 26-117. Prohibited acts.

It is prohibited for any person to do any of the following:

(1) Place, deposit, put, cause or permit to be put the carcass of any dead animal, or any offal or excrement from any human being, garbage or any foul or

polluting matter upon public or private property within the city or area under the jurisdiction of the city or into any stream, pond spring or reservoir within the corporate limits of the city, or within five (5) miles thereof, from which stream, pond, spring or reservoir the city derives or obtains any portion of its water supply.

(2) Discharge into any natural outlet or open ditch within the city or in any area under the jurisdiction of the city, any wastewater, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this article.

(3) Construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater, except that a septic tank may be used when it qualified as a private system.

(4) Bathe, swim or wade in any finished water reservoir ~~or intake to the city water supply~~ within the corporate limits of the city, or within five (5) miles thereof, from which reservoir the city derives or obtains any portion of its water supply. The city intake being that place on the Yellowstone River where water is diverted from the stream of such river into the water supply system, and within a distance of five hundred (500) feet upstream from such intake, on the same side of the river from which water enters the intake.

(5) Extend, permit, or cause to be extended, beyond the service area boundaries of the city any public or private water and/or wastewater systems which are either directly or indirectly connected with the water supply system or wastewater system of the city.

(6) Maliciously, willfully or negligently break, damage, destroy or deface any structure, equipment or other appurtenance of the water supply system and/or wastewater system.

(7) Without authorization uncover, tamper with or attempt to repair any such equipment.

(8) Connect roof spouts, foundation drains, areaway drains, cooling water drains or other sources of surface run off, ground water or unpolluted water to a building sewer or building drain which is connected directly or indirectly to the wastewater systems.

(9) Install sanitary sewer service lines and appurtenances, make connections to the wastewater systems, make repairs, alterations or extensions thereto.

(10) Allow any ground water, surface water, mud, gravel, sand, rock, septage or any similar material or any foreign material to enter the wastewater system.

(11) Make or maintain connection with any pipes or private services connected with the city water supply system so as to obtain water from any source other than the water supply of the city.

(Ord. No. 85-4618, § 1(18.04.170), 1-14-85)

Sec. 26-118. Damage to public water supply system and wastewater system.

Any person constructing extensions or installing water service lines, firelines or sanitary sewer service lines shall cause to be immediately repaired at his or its expense any damage to the water supply system, and/or wastewater system.

(Ord. No. 85-4618, § 1(18.04.180), 1-14-85)

Sec. 26-119. Violator liability for damages.

Any person violating any of the provisions of this chapter is liable to the city for any expense, loss or damage occasioned to the city by reason of such violation. Violators of Article 26-600 shall be subject to penalties and notices as specified therein.

(Ord. No. 85-4618, § 1(18.04.190), 1-14-85; Ord. No. 92-4906, § 2, 7-27-92)

Sec. 26-120. Notice to violators.

Any person found to be violating the provisions of this chapter shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for its satisfactory correction. The offender shall, within the period of time stated in such notice, permanently cease all violations. Violators of Article 26-600 shall be subject to penalties and notices as specified therein.

(Ord. No. 85-4618, § 1(18.04.200), 1-14-85; Ord. No. 92-4906, § 2, 7-27-92)

ARTICLE 26-200. WATER AND WASTEWATER SERVICE AREA

Sec. 26-201. Intent and purpose.

The intent and purpose of this article is to:

(a) Adopt an official water service area which specifically designates that particular territory which is to be served with water service from the water supply system;

(b) Adopt an official wastewater service area which specifically designates that particular territory which is to be served with wastewater service from the wastewater system.

(c) Provide for an orderly, planned, and cost effective method of enlarging the service area so adopted;

(d) Promote annexation to the corporate city limits of all properties to be served from the water supply system and by the wastewater system.

(e) Ensure public participation and comment in the decision making process with respect to all enlargements of the service areas.

(Ord. No. 85-4618, § 1(18.05.010), 1-14-85)

Sec. 26-202. Adoption of service area.

The official water or wastewater service area for the city is that area of the city within the boundaries of the city, any areas presently served outside the city and any subsequently approved amendments thereto. A map depicting the water service area adopted herein, and any enlargements that may be from time to time approved by the city council, shall be made available at all times for public inspection during regular working hours at the Utility Service Center, 2251 Belknap Avenue, Billings, Montana. A map depicting the wastewater service area shall be developed and maintained in the same manner.

(Ord. No. 85-4618, § 1(18.05.020), 1-14-85; Ord. No. 06-5356, § 4, 1-9-06)

Sec. 26-203. Prerequisite to application.

Unless this section is waived by the mayor and city council as provided in section 26-207, the following conditions shall be met prior to making application for enlargement of the service area:

(a) The property at the time the application is filed shall be:

1. Contiguous to the boundary of the service area as same exists;
2. ~~Entirely within the city's Red Area on the Limits of Annexation Map~~ Entirely within areas allowed for annexation as described in the city annexation policy;
3.. Entirely within the city's facilities planning area.

(b) Applicant shall complete annexation requirements.

(c) Provided, that should a state or federal governmental entity, as a condition of providing funds or grants, require that service be extended to other areas outside the scope of this section (section 26-203), the city council may, upon receipt of application for waiver and upon a proper showing, waive the requirements of this section.

(Ord. No. 85-4618, § 1(18.05.030), 1-14-85; Ord. No. 11-5535, § 2, 6-13-11; Ord. No. 16-5673, § 1, 6-27-16)

Sec. 26-204. Annexation requirements.

(a) Unless this section is waived by the mayor and city council as provided in section 26-207, all properties to be included within the service area shall be annexed or an attempt at annexation shall be made first and before any service area enlargement applications may be considered. Further, that whenever possible the property being considered for inclusion in the service areas shall be annexed to the city rather than accepting waivers of the property owner's right to protest annexation of said property to

the city. Waivers may be accepted by the city in its sole discretion only in those particular cases where good and sufficient cause is shown and a hardship would result if waivers were not accepted.

(b) A prospective applicant shall first petition the city to annex the property involved prior to submission of a service area enlargement application. The city council shall then consider such petition. Any waivers must be in legal form as approved by the city attorney; be recorded with the County Clerk and Recorder, Yellowstone County, Montana; run with the land; and shall be signed by owners of the majority of the land area and by a majority of the land owners of the area to be considered for inclusion in the water service area.

(c) The city administrator shall notify in writing the prospective applicant of denial of annexation or right to file waivers or both, and approval or denial of enlargement of the service area. If approved the applicant shall be notified as to when the requirements set forth in this section have been satisfactorily completed and authorize said applicant to proceed with the service area enlargement application.

(Ord. No. 85-4618, § 1(18.05.040), 1-14-85; Ord. No. 16-5763, § 2, 6-27-16)

Sec. 26-205. Enlargement application.

Applications and required documentation for water and/or wastewater service area enlargements shall be submitted in writing using forms provided by the city.

(Ord. No. 85-4618, § 1(18.05.050), 1-14-85; Ord. No. 16-5763, § 3, 6-27-16)

Sec. 26-206. Public hearing.

At the time of completion of annexation, the annexed territory shall automatically be included in the service area; however, before officially acting upon any application for enlargement of the service area into an unannexed area the city council shall hold a public hearing thereon and shall give public notice of hearing upon each such application.

(Ord. No. 85-4618, § 1(18.05.060), 1-14-85; Ord. No. 16-5763, § 4, 6-27-16)

Sec. 26-207. City council action.

After the conclusion of a public hearing as provided in section 26-206, by a simple majority vote of those members present and voting, the mayor and city council may waive the requirements of sections 26-203 and 26-204 if in their discretion there exists unique or exceptional factual circumstances that convince them that such requirements within these two (2) sections are unnecessary or impractical.

If the requirements of 26-203 and 26-204 are not waived, the city council shall approve, conditionally approve or deny an application for enlargement of a service area that has met the requirements of section 26-203 and 26-204 within thirty (30) days after the date of the public hearing. The approval or conditional approval shall be in force for

the period of time set forth in the approval. A denial of an application shall be in force for one (1) year after date of such denial.

In all circumstances where an enlargement of a service area has been approved or conditionally approved but annexation has been denied, prior to the provision of services by the city the applicant shall enter into a service agreement with the city and shall submit a written waiver of right to protest annexation.

(Ord. No. 85-4618, § 1(18.06.070), 1-14-85; Ord. No. 16-5763, § 5, 6-27-16)

ARTICLE 26-300. WATER SERVICE LINES, SANITARY SEWER SERVICE LINES AND FIRELINES

Sec. 26-301. Installation of lines.

Separate and independent water and sanitary sewer service lines shall be provided for each separate building. Water service lines, firelines or combinations thereof shall be connected to the public water main and sanitary sewer service lines shall be connected to the public sanitary sewer situated within the public right-of-way abutting and fronting the property to be served and within the limits of the property's frontage on the right-of-way involved. In addition, whenever possible, the service lines shall be installed perpendicularly to the public right-of-way containing the public water main and public sanitary sewers to which connection is to be made. In each case, the site, arrangement, types of materials used, and method of construction of service lines shall all be approved by the city administrator prior to construction of such facilities. If a parcel of land does not front on a public water main or a public sanitary sewer, then prior to obtaining an installation permit the property owner shall, at his expense, extend the water supply system or wastewater system the required distance in accordance with the regulations governing such extensions.

(Ord. No. 85-4618, § 1(18.06.010), 1-14-85)

Sec. 26-302. Multiple building service agreements.

In the event it is determined that it is impractical to construct independent separate service lines to serve each building of a group of buildings, such as mobile home courts, planned unit developments and large commercial or industrial establishments, which are situated on a single parcel of land under ownership of a single entity, then in that event the city administrator may allow more than one separate building to be served by a single service line. However, approval shall not be given in such circumstances until the property owner:

(a) Provides a copy of appropriate title memorandum and properly executes the city's standard multiple building service covenant, records the same with the county clerk and recorder, and subsequently provides the city with a copy of the recorded document; and

(b) Pays the appropriate special agreement fee.

(Ord. No. 85-4618, § 1(18.06.020), 1-14-85)

Sec. 26-303. Protective Devices.

Protective devices are required in order to protect the municipal water supply system from the potential of a customer to contaminate the city's drinking water due to back pressure and back siphonage. A property owner may be required to install, as a condition of continued water service and at the property owner's expense, an approved expansion tank, pressure reducing valve, backflow prevention device, pressure relief valve, or any other similar type of device on the property owner's water service line at a location designated by the city and in accordance with applicable uniform codes. Property owners are responsible for keeping these devices in good repair and effective operating condition at all times. Failure to keep these devices in good working condition may be cause to discontinue water service to the property involved.

Backflow prevention devices as required under applicable fire, building, plumbing codes, and/or the City's Cross Connection Control Manual must be installed, maintained, repaired, and replaced in accordance with the applicable uniform codes. Testing of backflow prevention devices must be performed at the time of installation and at least annually thereafter by a certified backflow prevention assembly tester.

ARTICLE 26-400. . ~~SEPTAGE~~ TRUCKED AND HAULED WASTE DISPOSAL

Sec. 26-401. Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

Manifest means a written document issued by the city that specifies, among other things, the source and nature of wastes and, when properly executed by the city and all parties, authorizes the discharge of septage and trucked wastes into the city's approved waste disposal station.

Permit means a written receiving ticket issued by the city permitting the discharge of septage or trucked waste into the city's approved waste disposal station in accordance with the provisions of this article.

Person means any institution, public or private corporation, company, partnership, association, society or other entity as well as a natural person.

Septage means the mixed liquid and solid contents pumped from septic tanks used for receiving primarily segregated domestic wastes or wastes from sanitary conveniences.

Septage hauler means a person having a valid city business license, when appropriate, and in addition, licensed by state and local governmental agencies in accordance with the provisions of Montana Code Annotated, Sections 37-41-101 through 37-41-212 wherein it is required that persons be licensed to operate a business for the purpose of cleaning septic tanks and transporting septage to an approved septage disposal facility.

Trucked waste means wastes, other than septage, transported to the approved waste disposal station by a septage hauler and approved by the city for disposal.

Waste disposal station means the city's approved waste disposal station which is available for the purpose of disposing of septage.

(Ord. No. 85-4618, § 1(18.30.010), 1-14-85; Ord. No. 5022, § 1, 5-27-97)

Sec. 26-402. Prohibited discharge.

It is prohibited to discharge septage or trucked waste either directly or indirectly into any wastewater system/storm sewer or appurtenance thereof.

(Ord. No. 85-4618, § 1(18.30.020), 1-14-85; Ord. No. 97-5022, § 2, 5-27-97)

Sec. 26-403. Permit and manifest required.

(a) It is unlawful for any person to discharge septage or trucked waste into the waste disposal station without first obtaining and properly executing and delivering the manifest to the septage hauler at the time of waste pickup.

(b) It is unlawful for any person to contract with a septage hauler for the purpose of hauling septage from a non-domestic source or any trucked waste without obtaining a manifest from the city and properly executing and delivering the manifest to the septage hauler at the time of waste pickup.

Sec. 26-404. Application and permit fee.

(a) Licensed septage haulers shall make application for septage or trucked waste disposal permits and manifests on a special form furnished by the city. Permits or manifests will be issued upon compliance with the provisions of this article and any regulations adopted hereunder. The septage disposal permit fee shall be the fee set by city resolution.

(b) The city may refuse to grant or may revoke a permit for the disposal of septage or trucked waste into the waste disposal station to any applicant who has willfully and repeatedly violated the provisions of this article. Only septage pumped from septic tanks situated within Yellowstone County and which receive primarily segregated domestic wastes or wastes from sanitary conveniences shall be allowed to be discharged into the waste disposal station. Only approved trucked waste shall be allowed to be discharged into the waste disposal station.

(Ord. No. 85-4618, § 1(18.30.040), 1-14-85; Ord. No. 97-5022, § 4, 5-27-97; Ord. No. 06-5356, § 5, 1-9-06)

Sec. 26-405. Rules and regulations.

The city administrator shall promulgate and publish rules and regulations governing and controlling septage or trucked waste disposal within the city. Said rules and regulations at a minimum shall include:

(a) Form and procedure for execution and processing receiving tickets;
(b) Supervision of discharge; and
(c) Sampling and testing of septage or trucked waste.

(Ord. No. 85-4618, § 1(18.30.050), 1-14-85; Ord. No. 97-5022, § 5, 5-27-97)

Sec. 26-406. Inadmissible wastes.

Unless prior written authorization is provided by the city, it is unlawful to discharge or cause to be discharged into the waste disposal station any industrial wastes, radioactive wastes, corrosive wastes, explosive mixtures, unpolluted waters, petroleum oils, mineral oils, nonbiodegradable cutting oils, chemical wastes, toxic or poisonous substances, floatable fats, wax and grease, solid or viscous wastes such as but not limited to mud, sand or gravel, or any other wastes or substances prohibited from being discharged into the wastewater system by existing city ordinances, or as same may be lawfully amended from time to time by the city council.

(Ord. No. 85-4618, § 1(18.30.060), 1-14-85; Ord. No. 97-5022, § 36, 5-27-97)

ARTICLE 26-500. REIMBURSEMENT AND COMPENSATION OF WATER ANDWASTEWATER EXTENSION AND REPLACEMENT COSTS[2]

Sec. 26-501. Purpose.

The intent and purpose of this article is to provide equitable procedures for ~~1)~~ the reimbursement and compensation of a portion or all of the costs of constructing certain water and wastewater facilities, ~~and 2) the reimbursement of a portion of the costs of constructing certain stormwater facilities~~ to private parties who paid for the initial installation of those facilities. No person shall acquire any vested rights under the terms and provisions of this article.

[2]Editor's note(s)—Ord. No. 06-5356, § 6, adopted January 9, 2006, changed the title of article 23-500 from "Reimbursement of water and wastewater extension costs" to "Reimbursement and compensation of water and wastewater extension and replacement costs."

(Ord. No. 85-4641, § 1, 5-6-85; Ord. No. 06-5356, § 7, 1-9-06; Ord. No. 11-527, § 1, 1-10-11)

Sec. 26-502. Definitions.

For the purposes of this article, the following words and phrases used herein are defined as follows:

Compensation agreement means a written document between the city and a developer outlining the conditions under which the developer may receive compensation from the city for general benefit water and wastewater facilities constructed by and initially paid for by the developer.

User or Customer means any person receiving municipal water~~,~~/wastewater, ~~and/or stormwater~~ service either directly or indirectly from the ~~city~~ municipal water supply system/municipal wastewater ~~and/or stormwater~~ system.

Developer means a person who requests use of the city water and/or wastewater general benefit facilities to provide water and/or wastewater service to special benefit facilities.

Extension/construction means the act or process of extending or constructing water/wastewater special or general benefit facilities, ~~and/or stormwater~~ for the purpose of providing service to properties situated within the city's approved service areas.

General benefit facilities means water and wastewater system facilities that benefit all or a large number of customers, and/or that provide service to large areas. Typical general benefit facilities include, but are not limited to water lines larger than twelve (12) inches in diameter ~~for commercial and/or industrial service areas and water lines larger than eight (8) inches in diameter for residential service areas~~ or as determined by the city engineer as determined to serve that area using standard engineering practices for commercial and/or industrial and residential service areas, water booster pumping stations serving areas larger than the customer's property, wastewater lines larger than twelve (12) inches in diameter ~~for commercial and/or industrial service areas and water lines larger than eight (8) inches in diameter for residential service areas~~ or as determined by the city engineer as determined to serve that area using standard engineering practices for commercial and/or industrial and residential service areas, and wastewater pumping stations serving areas larger than the customer's property.

Limits of annexation map means the exhibit included with the annexation policy as adopted by the city and as may, from time to time, be revised.

Off-site special/general benefit facilities means facilities which are located between the existing water or wastewater system and the nearest boundary of the property for which service is to be provided.

Perimeter special benefit facilities means special benefit facilities which are located immediately adjacent to the exterior boundaries of the property for which service is to be provided.

Reimbursement agreement means a written document between the city and a developer outlining the conditions under which a developer may receive reimbursement from other property owners for a portion of water and wastewater~~, and stormwater~~ facilities constructed by and initially paid for by the developer.

Special benefit facilities means water or wastewater facilities which are owned and controlled by the city and which provide service solely to specific properties located within the city's water or wastewater service areas. Typical special benefit facilities include, but are not limited to water lines twelve (12) inches in diameter ~~for commercial and/or industrial service areas and water lines larger than eight (8) inches in diameter for residential service areas~~ or as determined by the city engineer as determined to serve that area using standard engineering practices for commercial and/or industrial and residential service areas, water booster pumping stations serving small areas, wastewater lines twelve (12) inches in diameter ~~for commercial and/or industrial service areas and water lines larger than eight (8) inches in diameter for residential service areas~~ or as determined by the city engineer as determined to serve that area using standard engineering practices for commercial and/or industrial and residential service areas, and wastewater pumping stations serving the specific customer's property. (Ord. No. 85-4641, § 1, 5-6-85; Ord. No. 06-5356, § 8, 1-9-06; Ord. No. 11-5527, § 2, 1-10-11; Ord. No. 15-5650 , § 1, 3-9-15)

Sec. 26-503. Requirement for payment of reimbursement fee.

Any prospective customer owning property located outside a developer's subdivision and desiring to connect to any facility to which they did not financially contribute and which has been extended at the city or the developer's expense, shall pay a reimbursement fee to the city if said facility was constructed within the last 30 years. This fee shall be determined by the city and shall be based upon ~~either~~ the prospective customer's fair share portion of the costs of the facility involved ~~or upon some other cost formula established by agreement between the developer and the city at the time of approval of the developer's extension~~. This fee shall be in addition to and not in lieu of any fees which may be imposed by the city for refunding of general benefit facilities. This fee applies only to properties located immediately adjacent to any such facilities and from which the properties receive direct service and/or for which a benefit can be directly determined ~~shall not include any interest charges~~ Benefit for reimbursement may include multiple adjacencies (multiple lot frontages) as determined by the city.

(Ord. No. 85-4641, § 1, 5-6-85; Ord. No. 06-5356, § 9, 1-9-06; Ord. No. 11-5527, § 3, 1-10-11)

Sec. 26-504. Compensation by city.

Developers are responsible for the cost of the special benefit facilities that front the development and are necessary to bring service to the development. The city reserves the right to direct a developer requesting an extension to the municipal water supply

system and/or to the municipal wastewater system to install oversized general benefit water system and/or wastewater facilities larger than that required to serve the area included in the customer's subdivision or property. Any compensation by the city to the customer requires an approved compensation agreement. The developer shall also meet the requirements contained herein and shall also meet the requirements set forth in the most recent copy of the City's Rules and Regulations Governing Water and Wastewater Service. It is the customer's responsibility to inquire about, obtain and comply with the most recent copy of the City's Rules and Regulations Governing Water and Wastewater Service.

(Ord. No. 06-5356, § 12, 1-9-06; Ord. No. 11-5527, § 4, 1-10-11; Ord. No. 15-5650 , § 2, 3-9-15)

Editor's note(s)—See note at § 26-505.

Sec. 26-505. Reimbursement to developers ~~agreements~~.

(a) Developers who meet the following conditions shall be entitled to reimbursement from revenues derived from the reimbursement fees established by this article:

(1) ~~Water/wastewater special benefit facilities and stormwater facilities, off-site or perimeter, which front and abut property not owned by the developer,~~ Must be extended by the developer at his expense.

~~Water/wastewater general benefit facilities , off-site or perimeter, and serving developer's property, located outside the "red area" as depicted in the latest version of the limits of annexation map and which front and abut property not owned by the developer, must be constructed by the developer at his expense.~~

(2) Costs of any such facilities which are financed through special improvement districts shall not be reimbursed.

~~The extension of special benefit facilities must be for the purpose of serving property located within the corporate limits of the city. Costs of extensions of facilities to serve property outside the city limits shall not be reimbursed~~..

(3) Total project costs for the extension of the special benefit facilities must be at least ten thousand dollars ($10,000.00) and may include engineering costs in addition to construction costs.

~~(4) Developer shall provide to the city sufficient verifiable cost data to determine the appropriate reimbursement fee to be charged to prospective customers under section 26-503~~.

~~(5) Developer shall enter into a standard reimbursement agreement with the city at the time the city approves the developer's application for extension of special/general benefit facilities or at the time of submittal of preliminary plans and specifications for water and/or wastewater facilities~~.

(4 ~~6~~)Upon completion of the extension of the ~~special benefit~~ facilities, the developer must convey all right, title and interest in the facilities of the city.

(5) Developer shall, at all times, provide to the city a current address for purposes of mailing reimbursement payments to developer. At no time does the city have an obligation to make reimbursement payments to developer's heirs, representatives, and successors. Reimbursements will be paid to an assign only if the developer has provided the city written confirmation of the developer's assignment showing: (a) the effective date of the assignment; and (b) the assign's full name, current address, and phone number. If developer or assign has a right to reimbursement or reason to believe it is entitled to reimbursement that has not been received, developer or assign must make a request to the Public Works Director for such reimbursement within five (5) years from date of connection to the main or its claim shall be waived. If the city does not have a current address on file at the time of reimbursement, developer or assign shall not receive nor be due reimbursement.

(6) Extension of facilities must be done in compliance with all rules, regulations, resolutions and ordinances of the city, including but not limited to standards for design and construction of the facilities.

(7) Violation of any of the conditions listed in this section or in the rules, regulations, resolutions and ordinances of the city may be grounds for denial of any reimbursement to developer.

(b) All reimbursement payments to developers shall be subject to the following terms and conditions:

(1) Reimbursements are payable solely from revenues derived from payment of reimbursement fees as established in this article. Reimbursement payments are limited to reimbursement fees actually collected, less all administrative costs incurred by the city. ~~In no event will reimbursement payments exceed the actual cost to the developer of extending the facilities~~

(2) Reimbursement fees paid to the city shall be accumulated and paid to developer annually on each November first following acceptance of the facilities by the city.

(3) Reimbursement payments shall not include any interest charges.

~~(4) Reimbursement payments to developer shall be limited to reimbursement fees paid to the city on or before the tenth (10th) anniversary of the date of acceptance of the facilities by the city.~~

(4~~5~~) Any reimbursement fees paid to the city for facilities that were constructed by a developer whereby the developer does not meet all criteria of section 26-505 ~~after said anniversary date~~ shall be retained by the city and used for construction of additional water and wastewater~~, and stormwater~~ system facilities.

(5 ~~6~~) All reimbursements made to the City that are part of an existing reimbursement agreement shall be paid to the developer in accordance with the terms of said agreement. Any reimbursements collected by the city that are not paid to a developer due to terms of the agreement shall be retained by the city and used for construction of additional water and wastewater system facilities.

(Ord. No. 85-4641, § 1, 5-6-85; Ord. No. 06-5356, § 10, 1-9-06; Ord. No. 11-5527, § 5, 1-10-11; Ord. No. 15-5650 , § 3, 3-9-15)

Editor's note(s)—Ord. No. 06-5356, § 10, adopted January 9, 2006, renumbered the former § 26-504 as current section 26-505, and changed the title from "Reimbursement" to "Reimbursement agreements." Said ordinance subsequently renumbered the former § 26-505, which pertained to applicability, as current § 26-507. The historical notation of former §§ 26-504 and 26-505 has been preserved for reference purposes.

Sec. 26-506. Compensation agreements.

(a) Developers who meet the following conditions shall be entitled to compensation by the city:

(1) Water/wastewater general benefit facilities must be constructed by the developer at his expense.

(2) Property to be served by the extension shall be located, at the time of request for service, within ~~the "red area"~~ Zones 1 or 3 as defined and shown on the limits of annexation map.

(b) Property located inside Zone 2 ~~outside the "red area"~~ shall not be eligible for compensation but will be eligible for reimbursement under section 26-505. The developer's property and any other property in this category subject to payment of a reimbursement fee and immediately served by the extension shall receive a reduction in the water and/or wastewater system development fee. The reduction shall be the amount commensurate with the general benefit facilities portion of the system development fee.

(3) Developer shall provide to the city sufficient verifiable cost data to determine the appropriate amount of compensation within thirty (30) days of final inspection of the water and/or wastewater facilities and approval and acceptance by the city that all construction was completed according to the approved plans and specifications.

(4) Developer shall enter into a compensation agreement with the city at the time the city approves the developer's application for extension of water and/or wastewater facilities or, in the case of a replacement project, at the time of submittal of preliminary plans and specifications by the developer.

(5) Upon completion of the extension or replacement of the water and/or wastewater facilities, the developer must convey all right, title and interest in the facilities to the city.

(6) Extension or replacement of water and/or wastewater facilities must be done in compliance with all city, state and federal laws, rules, and regulations including, but not limited to, selection of consulting engineer standards for design and construction of the facilities, competitive bidding and contract requirements for cities, prevailing wage rates, non-discrimination requirements, etc.

(c) All compensation payments to developers shall be subject to the following terms and conditions:

(1) The extent, timing, and manner of the city's participation in a water and/or wastewater facilities extension or replacement is determined in conformance with the city's approved budget, the city's water/wastewater extension policy and the developer's compliance with city, state and federal laws, rules, and regulations. Extensions or replacements not eligible for compensation according to these city policies and practices must be constructed by the developer at the customer's expense.

(2) Developer shall, at all times, provide to the city a current address for purposes of mailing compensation to developer.

(3) Compensation is limited to construction and engineering costs attributable to water and/or wastewater facilities described in the compensation agreement, less all administrative costs incurred by the city. In no event will compensation exceed the actual cost to the developer of extending or replacing the water and/or wastewater facilities.

(4) Compensation shall not include any interest charges.

(Ord. No. 06-5356, § 13, 1-9-06; Ord. No. 11-5527, § 6, 1-10-11; Ord. No. 15-5650 , § 4, 3-9-15)

~~**Sec. 26-507. Applicability.**~~

~~The provisions of this article shall apply only to special benefit facilities constructed after the effective date of this article (Ordinance No. 85-4641 adopted May 6, 1985, effective June 5, 1985) except in those cases where the city has entered into a written agreement with the developer which provides that any reimbursement procedure adopted by the city prior to this article will be applicable retroactively to the development which is the subject of that agreement.~~

~~(Ord. No. 85-4641, § 1, 5-6-85; Ord. No. 06-5356, § 11, 1-9-06; Ord. No. 11-5527, § 7, 1-10-11)~~

~~Editor's note(s)—See note at § 26-505.~~

ARTICLE 26-600. INDUSTRIAL WASTE DISCHARGE[3]

Sec. 26-601. Purpose, policy, applicability and authority of the city.

(a) *Purpose.* This article sets forth uniform requirements for industrial users of the city's publicly owned treatment works (POTW) and enables the city to comply with applicable state and federal laws, including the Clean Water Act (33 U.S.C. Section 1251 et seq.), the General Pretreatment Regulations (40 CFR Part 403) and the city's Montana Pollutant Discharge Elimination System (MTPDES) permit. The objectives of this article are to:

(1) Prevent the introduction of pollutants into the POTW which will interfere with or upset the operation of the POTW or interfere with sludge use or disposal.

(2) Prevent the introduction of pollutants into the POTW which may pass through the system without adequate treatment and into receiving waters or the atmosphere or otherwise be incompatible with the system.

(3) Prevent water quality violations resulting from direct discharges into waters of the state, or violations of the MTPDES permit for the wastewater system treatment plant.

[3]Editor's note(s)—Ord. No. 13-5600, § 1(Att. A), adopted May 28, 2013, amended article 26-600 in its entirety to read as herein set out. Formerly, article 26-600, sections 26-601—26-612, pertained to similar subject matter, and derived from Ord. No. 85-4663, §§ 1—12, adopted September 9, 1985; Ord. No. 91-4886, §§ 1, 3—7, adopted September 9, 1991; Ord. No. 92-4906, §§ 2, 4, 5, adopted July 27, 1992; Ord. No. 97-5022, §§ 7, 8, adopted May 27, 1997, and Ord. No. 06-5356, §§ 14, 15, adopted January 9, 2006.

(4) Improve the opportunity to recycle and reclaim wastewaters and sludges from the system.

(5) Provide for equitable distribution of the costs of the program.

(6) To provide for and promote the general health, safety and welfare of the citizens residing within the city and connecting jurisdictions.

(7) Enhance the efficiency and cost-effective operation of the POTW.

(8) Protect the health and safety of city wastewater system workers and the general public.

(9) Protect the municipal wastewater system and wastewater treatment plant from physical damage.

(b) *Policy.* This article provides for the regulation of industrial users of the city's wastewater system through implementation and enforcement of the industrial pretreatment program. The city is authorized to issue industrial discharge permits to industrial users enforce pretreatment standards and requirements, monitor discharges to the POTW, require industrial user monitoring and reporting and take other actions to meet the objectives of this article. The industrial pretreatment program protects the wastewater system treatment and hydraulic capacity, improves the ability to serve existing and new customers within the service area of the wastewater system, outlines fees and charges for the equitable distribution of costs resulting from the program established herein and establishes penalties and remedies for violations of pretreatment standards and requirements.

(c) *Applicability.* Any industrial user, the discharge from which directly or indirectly enters the city's POTW from areas within or without the boundaries of the city, shall be bound by this article as amended. This article may be enforced against any industrial user. It shall be unlawful for any industrial user to discharge any domestic or non-domestic wastewater into any natural waterway, any surface drainage, or storm drain in any area under the jurisdiction of the city. No industrial wastewater shall be discharged to the POTW unless done so in compliance with the provisions of this article. Where an owner of property leases premises to a person as a tenant under any rental or lease agreement, if either the owner or the tenant is an industrial user, either or both may be held responsible for compliance with the provisions of this article. Except as otherwise provided herein, the administrator shall implement, administer and enforce the provisions of this article.

(d) *Authority of the city.*

(1) Except as otherwise specified, the city administrator shall administer, implement, and enforce the provisions of this article. Any powers granted to or duties imposed upon the city administrator may be delegated by the city administrator to other city personnel.

(2) The city shall attempt to notify in writing any industrial user whom they have cause to believe is subject to a categorical pretreatment standard or requirement, or other applicable requirements promulgated by the EPA under the provisions of Section 204(b) or 405 of the Act, or under the provisions of

Sections 3001, 3004, or 4004 of the Solid Waste Disposal Act. Failure of the city to notify industrial users shall not relieve said industrial users from the responsibility of complying with applicable requirements. It is the responsibility of significant industrial users to apply for and receive a permit prior to discharge, whether or not the industrial user has been identified and formally requested to do so.

(3) If wastewaters containing any pollutant, including excess flow, or as otherwise defined in this article, are discharged or proposed to be discharged to the POTW, the city may take any action necessary to:

(i) Prohibit the discharge of such wastewater;

(ii) Require an industrial user to demonstrate that in-plant facility modifications will reduce or eliminate the discharge of such substances in conformity with this article;

(iii) Require treatment, including but not limited to storage facilities or flow equalization necessary to reduce or eliminate the potential for a discharge to violate this article;

(iv) Require the industrial user making, causing or allowing the discharge to pay any additional cost or expense incurred by the city for handling, treating, disposing or remediation costs as a result of wastes discharged to the wastewater treatment system;

(v) Require the industrial user to apply for and obtain a permit;

(vi) Require timely and factual reports from the industrial user responsible for such discharge; or

(vii) Take such other action as may be necessary to meet the objectives of this article.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-602. Definitions.

Unless the context specifically indicates otherwise, the words and terms used herein are defined and shall be interpreted for purposes of this article as follows:

Act means the Federal Water Pollution Control Act, Public Law 92-500, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

Administrator means the City of Billings Administrator or designee.

Approval authority is the Regional Administrator for Region 8, Environmental Protection Agency.

Authorized representative of the industrial user is:

(a) If the industrial user is a corporation:

(1) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(2) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including any person having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for industrial discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(b) If the user is a partnership or sole proprietorship: A general partner or proprietor, respectively.

(c) If the user is a federal, state, or local government facility: A city or district or highest official appointed or designated to oversee the operation and performance of the activities of the governmental facility, or their designee.

(d) The individuals described in subsections (a) through (c), above, may designate another authorized representative if the authorization is made in writing, the authorization specifies the individual or a position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the city.

Best management practices (BMPs) are schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the general and specific prohibitions listed in section 26-604 of this article. BMPs may also include, but are not limited to, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. BMPs shall be considered local limits and pretreatment standards for the purposes of this article and Section 307(d) of the Act (40 CFR Section 403.5(c)(4)).

Biochemical oxygen demand (BOD_5) is the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure over a period of five (5) days at twenty degrees (20°) Celsius and expressed in terms of milligrams per liter (mg/L).

Categorical industrial user is an industrial user subject to a categorical pretreatment standard.

Categorical pretreatment standard or *categorical standard* means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. Section 1317) that apply to a specific

category of industrial users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

City means the City of Billings, Montana.

Code means the City of Billings, Montana City Code.

Composite sample is a representative flow-proportioned sample generally collected within a 24-hour period and combined according to flow. Time-proportional sampling may be approved or used by the district where time-proportional samples are believed representative of the discharge.

Control authority means the City of Billings.

Cooling water means:

(a) *Contact.* Water used for cooling purposes which comes in contact with any raw material, intermediate product, waste product or finished product.

(b) *Noncontact.* Water used for cooling purposes which does not comes in contact with any raw material, intermediate product, waste product or finished product and the only pollutant added is heat.

Council means the city council of the City of Billings, Montana.

Daily maximum discharge limit is the maximum allowable concentration of a pollutant(s) that may be discharged during a 24-hour period or as specified in an industrial user discharge permit. Where daily maximum limitations are expressed in units of mass, the discharge is the total mass discharged over the sampling period.

Department means the public works department of the City of Billings.

Director is the City of Billings director of public works or designee that supervises the operation of the publicly owned treatment works and who is charged with certain duties and responsibilities under this article, or their duly authorized representative.

Domestic sewage is domestic (sanitary) wastewater from residential sources including, but not limited to wastewater from kitchen, bath, and laundry facilities; or wastewater from the personal sanitary conveniences (toilets, showers, bathtubs, fountains, noncommercial sinks and similar structures) of commercial, industrial or institutional buildings, provided that the wastewater exhibits characteristics that are similar to those of wastewater from normal residential activities.

Environmental Protection Agency or *EPA* means the United States Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency.

Existing source is a source of discharge by an industrial user, the construction of which commenced prior to the publication of the proposed categorical pretreatment standard which is subsequently promulgated in accordance with Section 307 of the Clean Water Act, or as otherwise specified in the applicable categorical pretreatment standard.

Grab sample means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

Gravity grease interceptor is a plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept FOG (fats, oil and grease) from a wastewater discharge and is designed for gravity separation considering calculated retention times and volumes for each facility. This is an in-ground interceptor that is located outside the facility.

Grease trap is a device designed to retain grease from one (1) to a maximum of four (4) fixtures per International Plumbing Code. A grease trap is not appropriate for use on heated water (e.g. dishwasher) or in-line to a waste disposal unit (e.g., garbage disposal and garbage grinders). A grease trap is a small, indoor device. Grease traps are not approved for installation in food service establishments that prepare food on site, or serve catered food and have a dishwasher or ~~a~~ garbage disposal.

Holding tank waste means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, recreational vehicles, septic tanks or septage haulers.

Indirect discharge or *discharge* is the introduction of pollutants into a POTW from any non-domestic source regulated under Section 307(b), (c) or (d) of the Act (including holding tank waste discharged into the system).

Industrial means of or pertaining to industry, manufacturing, agriculture, commerce, trade, or business, as distinguished from domestic or residential.

Industrial discharge permit is a permit issued to an industrial user that limits and/or prohibits the discharge of pollutants or flow to the POTW and establishes other pretreatment standards and requirements as set forth in section 26-606 of this article.

Industrial user is a source of indirect discharge.

Industrial (non-domestic) waste is the liquid or solid wastes from industrial manufacturing processes, trade or business activities producing non-domestic or non-residential sewage as distinct from domestic wastewater.

Instantaneous limit is the maximum or minimum concentration or measurement of a pollutant property allowed to be discharged at any time for any length of time. For pollutants, compliance is typically determined by use of a grab sample.

Interference is a discharge, which alone or in conjunction with a discharge or discharges from other sources, both:

(a) Inhibits or disrupts the POTW treatment processes, or operations or its sludge processes, use or disposal, and

(b) Therefore, is a cause of violation of any requirement of the city's MPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued hereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resources Conservation and Recovery

Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solids Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Local limits mean any regulation containing pollution discharge limits promulgated by the city in accordance with 40 CFR Section 403.5(c) and (d), which are deemed to be pretreatment standards and contained in subsection 26-604(c) of this article.

Montana Pollutant Discharge Elimination System (MPDES) permit is a permit issued pursuant to Section 402 of the Act (33 U.S.C. Section 1342), allowing discharge of pollutants from point sources into navigable waters of the United States or waters of the state.

New source means:

(a) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(1) The building, structure, facility or installation is constructed at a site at which no other source is located;

(2) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(3) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

(b) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsections (a)(2) or (a)(3) of this definition but otherwise alters, replaces, or adds to existing process or production equipment.

(c) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

(1) Begun, or caused to begin as part of a continuous onsite construction program:

(i) Any placement, assembly, or installation of facilities or equipment;

(ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is

necessary for the placement, assembly, or installation of new source facilities or equipment; or

(2) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Pass through means a discharge which exits the WWTP into water of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's MPDES permit, including an increase in the magnitude or duration of a violation.

Person means any individual, partnership, co-partnership, firm, company, corporation, group, association, trust, estate, governmental entity, political subdivision, or any other legal entity, or their legal representatives, agents, or assigns.

pH is the intensity of acid or base condition of the solution expressed as the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in moles per liter of solution and reported as standard units (SU).

Pollutant means any dredged soil, solid waste, incinerator residue, filter backwash, sewage, garbage, septic waste, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.)), heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD_5, COD, toxicity, or odor) discharged into or with water.

Pollution means the alteration of the chemical, physical, biological, or radiological integrity of water by human activity.

Pretreatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes or by other means, except as prohibited by 40 CFR Section 403.6(d). Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 CFR Section 403.6(e).

Pretreatment requirement means any substantive or procedural requirement related to pretreatment, other than a categorical pretreatment standard, imposed on an industrial user.

Pretreatment standard, national pretreatment standard, or *standard* means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act, which applies to industrial users. The term includes prohibitive discharge limits, local limits, and best management practices that are or may be established by the city. In cases of differing standards or regulations, the most stringent standard shall apply.

Publicly owned treatment works (POTW) means a treatment works as defined by Section 212 of the Act (33 U.S.C 1292), which is owned by the city. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature and any sewers, pipes or other conveyances which convey wastewater to the treatment plant. The term also means the municipality having jurisdiction over the indirect discharges to and the discharges from the treatment works.

Rules and regulations means all rules and regulations promulgated by the administrator for administration and operation of the municipal water and wastewater utilities as provided for in section 26-101 of this Code.

Septage means the mixed liquid and solid contents pumped from septic tanks used for receiving primarily segregated domestic wastes or wastes from sanitary conveniences.

Significant industrial user (SIU): Except as provided in subsections (c) and (d) of this definition, a significant industrial user is:

(a) An industrial user subject to categorical pretreatment standards; or

(b) An industrial user that:

(1) Discharges an average of twenty-five thousand gallons per day (25,000 gpd) or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);

(2) Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

(3) Is designated as such by the city on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

(c) The city may determine that an industrial user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user upon a finding that the industrial user never discharges more than one hundred gallons per day (100 gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

(1) The industrial user, prior to the city's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

(2) The industrial user annually submits the certification statement as found in 40 CFR 403.12(g) together with any additional information necessary to support the certification statement; and

(3) The industrial user never discharges any untreated concentrated wastewater.

(d) Upon finding by the city that an industrial user meeting the criteria in subsection (b) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standards or requirement, the city may at any time, on its own initiative or in response to a petition received from an industrial user, and in accordance with 40 CFR 403.8(f)(2), determine that such industrial user is not a significant industrial user.

Slug discharge means any discharge at a flow rate or concentration, which could cause a violation of the specific prohibitions in subsection 26-604(b). A slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, or a discharge which exceeds the hydraulic or design of an industrial users treatment system or any part of the treatment unit including a discharge which has a reasonable potential to cause interference or pass through or in any other way violate an applicable pretreatment standard or requirement or an industrial discharge permit issued by the city.

Standard Industrial Classification (SIC) means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972, as amended.

State means the State of Montana.

Total suspended solids are ~~is~~ the total suspended matter, expressed in milligrams per liter, that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering in accordance with procedures approved in 40 CFR Part 136, as amended.

Toxic pollutant includes, but is not limited to, any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the EPA under the provisions of Section 307(a) of the Act or as otherwise listed in 40 CFR Part 122, Appendix D.

Wastewater or *sewage* means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions whether treated or untreated, which are discharged into or permitted to enter the POTW.

Wastewater treatment plant (WWTP) is that portion of the wastewater system designed to provide treatment to wastewater.

Waters of the state means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-603. Abbreviations.

The following abbreviations shall have the designated meanings for the purposes of this article and the supplemental rules and regulations:

BMCC: Billings, Montana City Code.

BMP: Best management practice.

BOD_5: Biochemical oxygen demand.

CFR: Code of Federal Regulations.

EPA: Environmental Protection Agency.

LEL: Lower explosive limit.

Mg/L: milligrams per liter.

MPDES : Montana Pollutant Discharge Elimination System.

POTW: Publicly owned treatment works.

SIC: Standard Industrial Classification.

SIU: Significant industrial user.

SNC: Significant noncompliance.

TSS: Total suspended solids.

WWTP: Wastewater treatment plant.

U.S.C.: United States Code.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-604. Prohibited discharges and limitations.

(a) General prohibitions. An industrial user may not introduce into a POTW any pollutant(s) which cause pass through or interference. These general prohibitions and the specific prohibitions in subsection (b) of this section apply to each industrial user introducing pollutants into a POTW whether or not the industrial user is subject to other pretreatment standards or requirements.

(b) The following specific prohibitions apply to the discharge of wastewater to the POTW from all industrial users:

(1) Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit or sixty (60) degrees Celsius using the test methods specified in 40 CFR Section 261.21. The administrator may require industrial users with the potential to discharge flammable, combustible or explosive substances to install and maintain an approved combustible gas

detection meter or explosion hazard meter. No two (2) successive readings on an explosion hazard meter at the point of discharge shall be more than five (5) percent, nor any one (1) reading more than ten (10) percent, of the lower explosive limit (LEL) of the meter.

(2) Pollutants which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.5 or greater than 12.5.

(3) Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in the interference.

(4) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.

(5) Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case heat in such quantities that the temperature at the POTW treatment plant exceeds forty (40) degrees Celsius (104°F) unless the EPA, upon request of the POTW, approves alternate temperature limits.

(6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.

(7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

Any discharge containing a toxic, poisonous or infectious substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause worker health and safety problems or create any hazard in the receiving waters of the POTW.

(8) Any trucked or hauled pollutants, except as approved by the city in writing and discharged at the WWTP septage receiving station.

(9) Any water or waste containing free or floating oil and grease, or any discharge containing animal fat or grease by-product in excess of one hundred milligrams per liter (100 mg/L) except:

(i) A food service establishment that has installed and is properly operating and maintaining a grease interceptor and implementing required BMPs; or

(ii) An industrial user that is permitted as for trucked and hauled waste and discharges its waste at a discharge point specified by the city and in full compliance with its permit.

(10) Removing wastes collected in a grease trap, grease/sand interceptor, waste collection tank or other treatment device and reintroducing any portion of the wastes back into the wastewater collection system either directly or indirectly.

(11) Stormwater drainage from ground resulting in infiltration and inflow (I&I) through the industrial user's service line(s) or surface, roof drains, catch basins, unroofed area drains (e.g. commercial car washing facilities) or any other source unless otherwise approved by the administrator. Specifically prohibited is the connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to the city's wastewater collection system. No person shall connect or discharge water from underground drains, sump pump discharges, natural springs and seeps, water accumulated in excavation or grading or any other water associated with construction activities unless specifically authorized by the administrator.

(12) Any substance which may cause the POTW's effluent, sludge, or residue to be unsuitable for, or interfere with, the reclamation or reuse process.

(13) A slug discharge as defined in section 26-602.

(14) Any substance which will cause the POTW to violate the MPDES permit or the receiving water quality standards.

(15) Any pollutant discharged directly into a manhole or other opening in the POTW unless specifically authorized by the city or as otherwise permitted under this article. Prohibited is the opening of a manhole or discharging into any opening in violation of this article.

(16) Liquid wastes from chemical toilets, and trailers, campers or other recreational vehicles which have been collected and/or held in tanks or other containers shall not be discharged into the POTW except at locations authorized by the city to collect such wastes.

(17) No chemicals, materials, or substances, including but not limited to, paints, solvents, boiler or water treatment chemicals, sludges, chemicals, or wastes shall be stored in proximity to a floor drain or other sewer openings. Containers shall be clearly labeled and stored in a place where the chemicals, materials, substances or wastes, in case of leakage or rupture of the container, cannot enter the wastewater collection system. The storage of any chemicals, materials, substances or wastes that leak or have potential to leak or discharge into the wastewater collection system which may create an explosion hazard or in any way have a deleterious effect to the POTW or constitute a nuisance or a hazard to POTW personnel, the general public, the environment, or the receiving stream shall be prohibited.

(18) Any water contaminated as a result of discharge from aboveground and/or underground gasoline, diesel fuels, fuel oil, kerosene, and jet fuel tanks, tank accessories, and/or pipelines without applying for and obtaining a permit prior to discharge.

(19) Any wastes containing detergents, surface-active agents, or other substances in concentrations which cause excessive foaming in the POTW or cause or contribute to interference or pass through.

(20) Wastes that have been collected and/or held in a tank or other container and where such wastes fail to comply with any pretreatment standard.

(21) Any radioactive substance, the discharge of which, does not comply with limits established by the district or other regulations set forth by the Montana Department of Environmental Quality or that violates any applicable federal standards.

(22) Any water or waste which contains grease or oil or any other substances that will solidify or become discernibly viscous at temperatures between thirty-two degrees (32°) Fahrenheit (0° Celsius) and one hundred fifty degrees (150°) Fahrenheit (65.5° Celsius).

(23) Any garbage that has not been properly shredded.

(24) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the POTW.

(25) Any discharge containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the WWTP.

(26) Any noxious or malodorous gas or substance capable of creating a public nuisance.

(c) Reserved.

(d) The following pollutant limits are established to protect against pass through and interference and will be applied to discharges from significant industrial users through industrial wastewater permits or control mechanisms, based on the reasonable potential to exceed the following maximum allowable discharge limits:

Pollutant	Daily Maximum Discharge Limit(1)	Units(2)
Arsenic	1.52	#/day
Cadmium	0.04	mg/l
Chromium	12.96	mg/l
Chromium VI	1.33	mg/l
Copper	2.91	mg/l
Cyanide	0.39	mg/l
Lead	1.04	mg/l

Mercury	0.0017	mg/l
Nickel	3.44	mg/l
Selenium	5.17	#/day
Silver	0.375	mg/l
Zinc	12.76	mg/l

[(1)] All pollutants shown in the table are total.

[(2)] All mass limits (#/day) proportionately allocated to permitted users.

(e) Dilution is prohibited as a substitute for treatment and shall be a violation of this article. Except where expressly authorized to do so by an applicable pretreatment standard or requirement, no industrial user shall ever increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a pretreatment standard or requirement. The city may impose mass limitations on industrial users which are using dilution to meet applicable pretreatment standards or requirements or in other cases where the imposition of mass limitations is appropriate.

(f All industrial users subject to a categorical pretreatment standard shall comply with all requirements of such standard, and shall also comply with any limitations contained in this article. Where the same pollutant is limited by more than one pretreatment standard, the limitations which are more stringent shall prevail. Compliance with categorical pretreatment standards shall be the timeframe specified in the applicable categorical pretreatment standard.

(g) The city may establish more stringent pollutant limits, additional site-specific pollutant limits, best management practices, or additional pretreatment requirements when, in the judgment of the city, such limitations are necessary to implement the provisions of this article.

(h) Promulgation of standards.

(1) Upon the promulgation of the federal categorical pretreatment standard for a particular industrial subcategory, the federal standard, if more stringent than limitations imposed by this article for sources in that subcategory, shall immediately supersede the limitations imposed by this article as required by the applicable categorical pretreatment standard.

(2) State requirements and limitations on discharges shall apply in any case where they are more stringent than federal pretreatment standards and requirements or those in this article.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13; Ord. No. 26-604, § 1, 9-11-17)

Sec. 26-605. Pretreatment and monitoring facilities.

(a) Treatment required. An industrial user shall provide necessary wastewater treatment at the industrial user's expense as required to comply with this article and shall achieve compliance with all pretreatment standards and requirements within the time limitations specified by the EPA, the state, or the city, whichever is more stringent. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the administrator for review and shall be acceptable before discharge from the facility. The review of such plans and operating procedures will in no way relieve the industrial user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the city under the provisions of this article.

(b) Wastewater discharge control. The city may require an industrial user to restrict discharge during peak flow periods, designate that certain wastewater be discharged only into specified sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and demonstrate the industrial user's compliance with the requirements of this article.

(c) Flow equalization. The city may require any industrial user discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. An industrial discharge permit may be issued solely for flow equalization.

(d) Monitoring facilities. The city may require an industrial user to install at the industrial user's expense, suitable monitoring facilities, instrumentation or equipment that allows for the representative sampling and accurate observation of wastewater discharges. Whether constructed on public or private property, the monitoring facilities shall be constructed in accordance with the city's requirements and all applicable construction standards and specifications. Monitoring equipment and structures shall be maintained in proper working order and kept safe and accessible at all times to city personnel. The monitoring equipment shall be located and maintained on the industrial user's premises outside of the building unless otherwise approved by the city. When such a location would be impractical, the city may allow such facility to be constructed in the public street or easement area, with the approval of the agency having jurisdiction over such street or easement, and located so that it will not be obstructed by public utilities, landscaping or parked vehicles.

(e) Multitenant buildings. When more than one industrial user is able to discharge into a common service line, the city may require installation of separate monitoring equipment for each industrial user.

(f) Flow, pH, LEL and other appropriate meters and instrumentation. If the city determines that an industrial user needs to measure and report wastewater flow, discharge process wastewaters necessitating continuous pH measurement or discharge wastewater that may contain flammable substances may be required to install and maintain, at the industrial user's expense, approved meters, structures and equipment.

(g) Unless approved by the administrator in writing, no industrial user shall cover any manhole, sewer cleanout, or other openings in the wastewater collection system with earth, paving, or otherwise render it inaccessible.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-606. Industrial discharge permits.

(a) *Permits required.* All significant industrial users proposing to connect to, or discharge into, any part of the wastewater system shall apply for and obtain an industrial discharge permit prior and remit payment for all fees required by Rule 24.7 of the rules and regulations to commencing discharge to the POTW. A separate permit may be required for each industrial user, building or complex of buildings. Such significant industrial users shall immediately contact the city and obtain an industrial discharge permit.

(b) *New industrial users: Applying for an industrial discharge permit.* Any industrial user required to obtain an industrial discharge permit who proposes to begin or recommence discharging into the POTW must apply for and obtain such permit prior to the beginning or recommencing of such discharge. The industrial user shall file a permit application on forms provided by the city containing the information specified in subsection (f) below. The completed application for the industrial discharge permit must be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

(c) *Existing industrial users: Applying for an industrial discharge permit re-issuance.* An industrial user with an expiring industrial discharge permit shall apply for a new permit by submitting a complete permit application at least ninety (90) days prior to the expiration of the industrial user's existing permit. The industrial user shall file a permit application on forms provided by the city containing the information specified in subsection (f) below. An Industrial User with an existing permit that has filed a complete and timely application may continue to discharge as approved in writing by the city through an administrative extension of the existing permit if the delay in permit issuance is not due to any act or failure to act on the industrial user's part.

(d) *Other industrial users.* The city may require other non-significant industrial users to apply for and obtain wastewater discharge permits or similar control mechanisms necessary to carry out the purposes of this article. The city may issue a zero discharge permit to prohibit the discharge of some or all non-domestic process wastewater from an industrial user.

(e) *Enforceability.* Any violation of the terms and conditions of an industrial discharge permit, failure to apply for a permit as required, or discharging without a required permit shall be deemed a violation of this article and subjects the industrial user to enforcement by the city. Obtaining an industrial discharge permit does not relieve a permittee of its obligation to comply with all state and federal pretreatment standards or requirements.

(f) *Permit application contents.* In support of the application, the industrial user shall submit, in units and terms appropriate for evaluation, the following information:

(1) Name of business, address of the facility, location of the discharge if different from facility address, and contact information of the authorized representative of the industrial user.

(2) Environmental permits. A list of any environmental control permits held by or for the facility.

(3) Description of operations.

(i) A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production);

(ii) The Standard Industrial Classification(s) of the operation(s) carried out by such industrial user;

(iii) A schematic process diagram, which indicates all process tanks, process lines, treatment systems, drains, and points of discharge to the POTW from the regulated process;

(iv) Types of wastes generated;

(v) A list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

(vi) A list of hazardous waste(s) generated and a description of the storage area and procedures for the wastes;

(vii) Number of employees; and

(viii) Hours of operation, and proposed or actual hours of operation.

(4) Time and duration of discharges including the date the industrial user first began discharge or plans to discharge to the POTW.

(5) The location for sampling the wastewater discharges from the industrial user.

(6) Flow measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR Section 403.6©. For new sources and new permittees not currently discharging, an estimate of flows may be used for meeting the requirements of the baseline monitoring report required in subsection 26-611(a).

(7) Measurement of pollutants.

(i) The pretreatment standards applicable to each regulated process;

(ii) The results of sampling and analysis identifying the nature and concentration, and/or mass of regulated pollutants in the discharge from each regulated process where required by the standard or by the city;

(iii) Instantaneous, daily maximum and long-term average concentrations, or mass, where required, shall be reported;

(iv) The sample shall be representative of daily operations and shall be collected in accordance with procedures set out in section 26-610. Where the standard requires compliance with a BMP or pollution prevention alternative, the industrial user shall submit documentation as required by the city or the applicable standards to determine compliance with the standard; and

(v) Analyses must be performed in accordance with procedures set out in subsection 26-610c.

(8) A list of hazardous waste(s) generated and a description of the storage area and procedures for the wastes.

(9) Slug discharge control plan for significant industrial users and other industrial users as described in section 26-602 shall be submitted as required by the city.

(10) Compliance schedule. If additional pretreatment and/or operation and maintenance (O&M) will be required to meet the pretreatment standards, the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.

The following conditions shall apply to this schedule:

(i) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the industrial user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.). No such increment shall exceed nine (9) months.

(ii) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the industrial user shall submit a progress report to the administrator including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the industrial user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the administrator.

(11) Certification. A statement, reviewed by an authorized representative of the industrial user and certified to by a qualified professional, indicating whether

pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the industrial user to meet the pretreatment standards and requirements.

(12) Signatory certification. All industrial discharge permit applications and certification statements must be signed by an authorized representative of the industrial user and contain the applicable certification statement(s) in subsection 26-611(h).

(13) Any other information as may be deemed by the administrator to be necessary to evaluate the permit application.

(g) *Industrial discharge permit issuance.*

(1) Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period of less than five (5) years at the city's discretion or may be stated to expire on a specific date.

(2) Where the city is establishing enforceable permit specific pretreatment standards or requirements, the permit shall be noticed for public comment for thirty (30) days in a newspaper of general circulation that provides meaningful public notice. The city shall consider all comments that are received prior to issuing the permit.

(3) The city shall issue an industrial discharge permit to the applicant if the city finds that all of the following conditions are met:

(i) The applicant has provided a timely and complete permit application to the city;

(ii) The proposed discharge by the applicant is in compliance with the limitations established in this article;

(iii) The proposed operation and discharge of the applicant would permit the normal and efficient operation of the POTW; and

(iv) The proposed discharge by the applicant would not result in a violation by the city of the terms and conditions of its MPDES permit or cause pass through or interference.

(4) If the city finds that the condition set out in subsection (3)(ii) of this section is not met, the city may, at their discretion, issue an industrial discharge permit to the applicant if the conditions set out in subsections (3)(i), (3)(iii) and (3)(iv) of this section have been met and if the applicant submits, and the city approves, a compliance schedule setting out the measures to be taken by the applicant and the dates that such measures will be implemented to assure compliance with applicable pretreatment standards. At no time shall a discharge be allowed to cause a violation of any general or specific prohibition established in section 26-604 nor shall the final compliance date for a categorical pretreatment standard be extended.

(5) Any person, including the industrial user, may petition the city to reconsider the terms of an industrial discharge permit within thirty (30) days of the permit issuance. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal. In its petition, the appealing party must indicate the permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit. The effectiveness of the industrial discharge permit shall not be stayed pending the appeal. If the city does not act on such appeal within thirty (30) days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider, not to issue an industrial discharge permit, or not to modify a permit, shall be considered final administrative action for purposes of judicial review.

(h) *Transferability.* Industrial discharge permits are issued to a specific industrial user for a specific operation. An industrial discharge permit shall not be reassigned or transferred or sold to a new owner, new industrial user, different premises, or a new or changed operation without the prior written approval of the city. Any succeeding owner shall comply with the terms and conditions of the existing permit until a new permit is issued. The permittee shall notify the city at least fourteen (14) days prior to any change of ownership.

(i) *Industrial discharge permit conditions.* Industrial discharge permits shall be expressly subject to all provisions of this article and all other applicable regulations, user charges and fees established by the city. Permits may contain the following:

(1) A statement that indicates the permit's issuance date, expiration date and effective date;

(2) A statement on permit transferability;

(3) The unit charge or schedule of user charges and fees for the wastewater to be discharged into a public sewer;

(4) Limits on the average and/or maximum wastewater constituents and characteristics including, but not limited to, effluent limits, including best management practices, based upon applicable pretreatment standards;

(5) Limits on average and maximum rate and time of discharge or requirements for flow;

(6) Requirements for installation and maintenance of inspection and sampling facilities and equipment;

(7) Self-monitoring, sampling, reporting, notification and record-keeping requirements including, but not limited to, identification of the pollutants to be monitored, sampling location, sampling frequency and sample type, based on federal, state and local law;

(8) Best management practices (BMPs) to control specific pollutants as necessary to meet the objectives of this article;

(9) Compliance schedules;

(10) Requirements for notification of the city of any new introduction of wastewater constituents or any significant change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;

(11) Requirements to control and report any slug discharges and notify the city immediately of any changes at its facility affecting potential for a spill or slug discharge and to notify the POTW immediately in the event of a slug, spill or accidental discharge to the POTW;

(12) Statements of applicable administrative, civil and criminal penalties for the violation of pretreatment standards and requirements, the permit, this article, and any applicable compliance schedule;

(13) Requirements to reapply for a new permit prior to expiration of the existing permit;

(14) Additional monitoring to be reported;

(15) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

(16) Closure requirements for permitted facilities undergoing partial or complete closure activities to ensure closure activities are completed and wastes have been properly disposed and remaining access to sanitary and storm sewers are protected;

(17) Other conditions as deemed appropriate by the city to ensure compliance with all applicable pretreatment standards and requirements.

(j) *Industrial discharge permit modification.* The city may modify an industrial discharge permit for good cause, including, but not limited to, the following reasons:

(1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;

(2) To address significant alterations or additions to the industrial user's operation, processes, or wastewater volume or character since the time of the industrial discharge permit issuance;

(3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(4) Information indicating that the permitted discharge poses a threat to the POTW, city personnel or the receiving waters;

(5) Violation of any terms or conditions of the industrial discharge permit;

(6) Misrepresentations or failure to fully disclose all relevant facts in the industrial discharge permit application or in any required reporting;

(7) To reflect a transfer of the facility ownership and/or operation to a new owner/operator;

(8) To correct typographical or other errors in the industrial discharge permit; or

(9) Upon request of the permittee, provided such request does not result in a violation of any applicable pretreatment standards or requirements or this article. The filing of a request by the permittee for a permit modification does not stay any permit condition.

(k) *Industrial discharge permit revocation.* A violation of the conditions of a permit, this article or of applicable state and federal regulations may be reason for revocation of such permit by the city. Upon revocation of the permit, any wastewater discharge from the affected industrial user shall be considered prohibited and in violation of this article. Grounds for revocation of a permit include, but are not limited to, the following:

(1) Failure of an industrial user to accurately disclose or report the wastewater constituents and characteristics of any discharge;

(2) Failure of the industrial user to report significant changes in operations or wastewater constituents and characteristics as required;

(3) Denial of access to the industrial user's premises for the purpose of inspection or monitoring;

(4) Falsification of records, reports or monitoring results;

(5) Tampering with monitoring equipment;

(6) Misrepresentation or failure to fully disclose all relevant facts in the industrial discharge permit application;

(7) Failure to pay fines or penalties;

(8) Failure to pay sewer charges, surcharges, or pretreatment programs fees;

(9) Failure to meet compliance schedules;

(10) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

(11) Failure to provide required reports, including but not limited to, a wastewater survey, baseline monitoring report, 90-day compliance report, permit application, self-monitoring report or other permit required reports or notifications within the timeframe required by the city.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-607. Recordkeeping.

(a) All industrial users shall retain, and make available for inspection and copying, all records, reports, monitoring or other data, applications, permits and all other

information and documentation required by this article including documentation associated with best management practices.

(b) Industrial users shall retain such records and shall keep such records available for inspection for at least three (3) years. This recordkeeping period shall be extended automatically for the duration of any litigation concerning the industrial user's compliance with any provision of this article, or when the industrial user has been specifically and expressly notified of a longer records retention period by the administrator.

(c) Written reports will be deemed to have been submitted on the date postmarked. For reports which are hand delivered, the date of receipt of the report shall govern.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-608. Confidential information.

(a) All records, reports, data or other information supplied by any person or industrial user as a result of any disclosure required by this article or information and data from inspections shall be available for public inspection except as otherwise provided in this Section, 40 CFR Section 403.14 and the laws of the state.

(b) These provisions shall not be applicable to any information designated as a trade secret by the person supplying such information. Materials designated as a trade secret may include, but shall not be limited to, processes, operations, style of work or apparatus or confidential commercial or statistical data. Any information and data submitted by the industrial user which is desired to be considered a trade secret shall have the words "confidential business information," stamped on each page containing such information. The industrial user must demonstrate to the satisfaction of the city that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the industrial user.

Information designated as a trade secret pursuant to this section shall remain confidential and shall not be subject to public inspection except as ordered by a district court judge or supreme court of the state. Such information shall be available only to officers, employees or authorized representatives of the city charged with implementing and enforcing the provisions of this article and properly identified representatives of the U.S. Environmental Protection Agency and the Montana Department of Environmental Quality.

Effluent data from any industrial user whether obtained by self-monitoring, monitoring by the city or monitoring by any state or federal agency, shall not be considered a trade secret or otherwise confidential. All such effluent data shall be available for public inspection.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-609. Reserved.

Sec. 26-610. Sample collection and analytical methods.

(a) *Sample collection.* Compliance determinations with respect to prohibitions and limitations in this article may be made on the basis of either grab or composite samples of wastewater as specified by the city. Such samples shall be taken at a point or points which the city determines to be suitable for obtaining a representative sample of the discharge. Composite samples may be taken over a 24-hour period, or over a longer or shorter time span, as determined by the city to meet specific circumstances.

(b) *Sample type.* Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, and based on data that is representative of conditions occurring during the reporting period.

(1) Except as indicated in subsections (2) and (3) below, the industrial user must collect representative wastewater samples using 24-hour flow proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is required by the city. Where time-proportional composite sampling or grab sampling is authorized by the city, the samples must be representative of the permitted discharge.

(2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composited samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city, as appropriate. In addition, grab samples may be required to show compliance with instantaneous local limits, including pH.

(3) For sampling required in support of baseline monitoring and 90-day compliance reports required in section 26-611, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds for facilities for which historical representative sampling data do not exist. Where historical data are available, the city may authorize a lower minimum. For the reports required by subsection 26-611(a), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

(c) *Analytical requirements.* All pollutant analysis, including sampling techniques, to be submitted as part of an industrial discharge permit application, report, permit or other analyses required under this article shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the city or other parties approved by the EPA.

(d) *[Records.]* Records shall include for all samples:

(1) The date, exact place, method, and time of sampling and the name of the person(s) taking the samples;

(2) The date(s) analyses were performed;

(3) Who performed each analysis;

(4) The analytical techniques/methods used, including method detection limits and QA/QC sample results;

(5) Calibration and maintenance records;

(6) All chain-of-custody records; and

(7) The results of each analysis.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-611. Reporting and notification requirements.

(a) *Periodic compliance reports—All significant industrial users.*

(1) Any significant industrial user or other industrial user required by the city, subject to a federal, state, or city pretreatment standard or requirement must submit reports, at a frequency determined by the city but no less than once per six (6) months, indicating the nature, concentration of pollutants in the discharge which are limited by pretreatment standards and the average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a best management practices (BMPs) or pollution prevention alternatives, the industrial user must submit documentation required by the city or the pretreatment standard necessary to determine compliance status of the industrial user. All periodic compliance reports must be signed and certified in accordance with subsection (h).

(2) All wastewater samples must be representative of the industrial user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all

times. The failure of an industrial user to keep its monitoring facility in good working order shall not be grounds for the industrial user to claim that the sample results are unrepresentative of its discharge.

(3) If an industrial user subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the city, using the methods and procedures prescribed in section 26-610, the results of this monitoring shall be included in the report.

(4) The sampling and analyses required for the reporting outlined above may be performed by the city in lieu of the permittee. Where the city itself makes arrangements with the industrial user to collect all the information required for the report, the industrial user will not be required to submit the report.

(b) *Baseline monitoring reports (BMR)—Categorical industrial users.*

(1) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR Section 403.6(a)(4), whichever is later, existing industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the city a report which contains the information listed in subsection (2) below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical pretreatment standard, shall submit to the city a report which contains the information listed in subsection (2) below. A new source shall report the method of pretreatment it intends to use to meet applicable pretreatment standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged from regulated process streams and other non-process streams.

(2) Industrial users described above shall submit the information set forth below.

(i) All information required in subsection 26-606(f).

(ii) Measurement of pollutants.

(a) The industrial user shall take a minimum of one (1) representative sample to compile the data necessary to comply with the requirements of this paragraph.

(b) Samples shall be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the industrial user should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 Section CFR 403.6© in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in

accordance with 40 CFR Section 403.6© this adjusted limit along with supporting data shall be submitted to the city.

(c) Sampling and analysis shall be performed in accordance with section 26-610.

(d) The city may allow the submission of a BMR which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

(e) The BMR shall indicate the time, date, and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.

(f) Signature and report certification. All baseline monitoring reports must be signed in accordance with subsection (h) and signed by an authorized representative as defined in section 26-602.

(c) *Ninety-day compliance reports—Categorical industrial users.*

(1) New sources. All new sources subject to existing categorical pretreatment standards shall submit a report to the city within ninety (90) days from the date of first discharge to the POTW demonstrating actual and continuing compliance with those standards.

(2) Existing sources. All existing sources required to comply with newly promulgated categorical pretreatment standards shall submit a report to the city within ninety (90) days of the date on which compliance is required with those standards demonstrating that actual and continuing compliance with such standards has been achieved.

(3) Such 90-day compliance report shall contain at a minimum the information required in subsections 26-606(f)(6), (7), (10), (11), (12), and (13).

(d) *Twenty-four-hour notice and 30-day re-sampling.* If sampling performed by an industrial user indicates a violation of this article, the industrial user shall notify the city within twenty-four (24) hours of becoming aware of the violation. The industrial user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the city within thirty (30) days after becoming aware of the violation. The industrial user is not required to resample if the following occurs:

(1) The city performs sampling at the industrial user's facility at a frequency of at least once per month.

(2) The city performs sampling at the industrial user's facility between the time when the industrial user performs its initial sampling and the time when the industrial user receives the results of this sampling. It is the sole responsibility of the industrial user to verify if the city has performed this sampling.

(e) *Slug discharge control plan.*

(1) Each industrial user shall provide protection from accidental and slug discharges of pollutants regulated under this article. Facilities to prevent the discharge of spills or slug loads shall be provided and maintained at the industrial user's expense.

(2) The city shall evaluate whether each significant industrial user needs a slug discharge control plan or other action to control spills and slug discharges. The city may require an industrial user to develop, submit for approval, and implement a slug discharge control plan or take such other action that may be necessary to control spills and slug discharges.

(3) A slug discharge control plan shall address, at a minimum, the following:

(i) Detailed plans (schematics) showing facility layout and plumbing representative of operating procedures;

(ii) Description of contents and volumes of any process tanks;

(iii) Description of discharge practices, including non-routine batch discharges;

(iv) Listing of stored chemicals, including location and volumes;

(v) Procedures for immediately notifying the city of any spill or slug discharge. It is the responsibility of the industrial user to comply with the reporting requirements in subsection (f);

(vi) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response; and

(vii) Any other information as required by the city.

(4) Notice to employees. A notice shall be permanently posted on the industrial user's bulletin board or other prominent place advising employees who to call in the event of an accidental or slug discharge. Employers shall ensure that all employees who work in any area where an accidental or slug discharge may occur or originate are advised of the emergency notification procedures.

(f) *Reports of potential problems—Slug and spills.*

(1) In the case of any changes at its facility affecting potential for a slug discharge as defined in section 26-602 or any actual discharge, including, but not limited to, spills, accidental discharges, discharges of a nonroutine, episodic nature, a non-customary batch discharge, or a discharge that may cause potential problems for the POTW, the industrial user shall immediately telephone and notify the city of the incident. This notification shall include:

(i) Name of the facility.

(ii) Location of the facility.

(iii) Name of the caller.

(iv) Date and time of discharge.

(v) Date and time discharge was halted.

(vi) Location of the discharge.

(vii) Estimated volume of discharge.

(viii) Estimated concentration of pollutants in discharge.

(ix) Corrective actions taken to halt the discharge.

(x) Method of disposal if applicable.

(2) Within five (5) working days following such discharge, the industrial user shall, unless waived by the city, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the industrial user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the industrial user of any fines, penalties, or other liability which may be imposed pursuant to this article.

(g) *Reports for non-significant industrial users.* If the city deems it necessary to assure compliance with provisions of this article, any industrial user of the POTW may be required to submit an industrial discharge permit application, questionnaire or other reports and notifications in a format and timeframe as specified by the city.

(h) *Signatory certification.* All reports and other submittals required to be submitted to the city shall include the following statement and signatory requirements.

(1) The authorized representative of the industrial user signing any application, questionnaire, any report or other information required to be submitted to the city must sign and attach the following certification statement with each such report or information submitted to the city.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or the persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations."

(2) If the authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility,

or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this section and meeting the definition in section 26-602 must be submitted to the city prior to or together with any reports to be signed by an authorized representative.

(i) *Compliance schedules.* Should any schedule of compliance be established in accordance with the requirements of this article, the following conditions shall apply to such schedule:

(1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the industrial user to meet the applicable categorical pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.);

(2) No increment referred to above shall exceed nine (9) months;

(3) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the industrial user shall submit a progress report to the city including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the industrial user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the city.

(j) *Change in discharge or operations.*

(1) Every permitted industrial user shall file a notification with the city a minimum of fourteen (14) days prior to any planned significant change in operations or wastewater characteristics. A significant change shall be a change equal to or greater than twenty (20) percent in the mass of a pollutant or volume of flow discharged to the POTW. In addition, this notification shall include changes to:

(i) Adding or removing processing, manufacturing or other production operations.

(ii) New pollutants used which may be discharged.

(iii) Changes in the listed or characteristic hazardous waste for which the industrial user has submitted or is required to submit information to the city under this article and subsection (k).

(2) Known or anticipated facility closure. The industrial user is required to notify the city at least thirty (30) days prior to facility shutdown or closure which might alter the character, nature, quality, or volume of its wastewater.

(k) *Notification of the discharge of hazardous waste.*

(1) Any industrial user shall notify the city, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be hazardous

waste under 40 CFR Part 261. Such notification to the city shall be made within the appropriate time frames specified in subsections (d), (f) and (j) of this section within twenty-four (24) hours of becoming aware of the discharge, whichever is shorter.

Such notification must include:

(i) The name of the hazardous waste as set forth at 40 CFR Part 261;

(ii) The EPA hazardous waste number;

(iii) The type of discharge (continuous, batch, or other);

(iv) An identification of the hazardous constituents contained in the wastes;

(v) An estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month;

(vi) An estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months;

(vii) Certification that the industrial user has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical; and

(viii) Signatory certification as required by subsection (h).

(2) Any industrial user shall notify the EPA Regional Waste Management Division Manager, and state hazardous waste authorities, in writing, of the discharge into the POTW of a substance which, if otherwise disposed of, would be hazardous waste under 40 CFR Part 261 and meets the reporting criteria specified at 40 CFR 403.12(p). Notification to the state and EPA is the responsibility of the industrial user and shall be made as required under 40 CFR Section 403.12(p). The industrial user shall copy the city on all notifications made to the state and EPA.

(3) In the case of any new regulation under Section 3001 of the Resource Conservation and Recovery Act (RCRA) identifying additional characteristics of hazardous waste or listing any additional substance as hazardous waste, the industrial user must notify the city, the EPA Regional Waste Management Waste Division director, and state hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(4) This provision does not create a right to discharge any substance not otherwise allowed to be discharged by this chapter, a permit issued hereunder, or any applicable federal or state law.

(l) *Requests for information*

(1) A permittee shall furnish to the city, within the timeframe set by the administrator, any information which the city may request to determine whether cause exists for modifying, revoking, and reissuing, or terminating an industrial

discharge permit, or to determine compliance with the industrial discharge permit or this article. A permittee shall also, upon request, provide to the city, within the timeframe required by the administrator, copies of any records that are required by the industrial discharge permit or this article.

(2) When requested by the city, any industrial user shall submit information to the administrator regarding industrial processes, nature and characteristics of wastes and wastewaters generated at the industrial facility, method of disposal of wastes, or other information required by the administrator to meet the responsibilities under this article, state law, and 40 CFR Part 403. Failure to provide information within the timeframe specified shall be a violation of this article.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-612. Right of entry.

(a) Whenever it shall be necessary for the purposes of this article, the city may enter upon any industrial user's facility, property, or premises subject to this article for the purposes of:

(1) Performing all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by industrial users, compliance or noncompliance with applicable pretreatment standards and requirements by an industrial user. Compliance monitoring and inspection shall be conducted at a frequency as determined by the city and may be announced or unannounced;

(2) Examining and copying any records required to be kept under the provisions of this article or of any other local, state or federal regulation;

(3) The city may use a camera to photograph any areas of the facility as deemed necessary for carrying out the duties of the industrial pretreatment program including, but not limited to, documentation of the industrial user's compliance status and for reinforcement of required written reports. The industrial user shall be allowed to review copies of photographs for confidentiality claims;

(4) Inspecting any monitoring equipment or method, pretreatment system equipment and/or operation;

(5) Sampling any discharge of wastewater into POTW; and/or

(6) Inspecting any production, manufacturing, fabricating or storage area where pollutants, regulated under this article, could originate, be stored, or be discharged to the POTW.

(b) The occupant of such property or premises shall render all proper assistance in such activities. Where an industrial user has security measures in place which require proper identification and clearance before entry into its premises, the industrial user shall make necessary arrangements with its security personnel so that

authorized representatives of the city will be permitted to enter without delay to perform their specified functions.

(c) The administrator is entitled to enter all private properties through which the city or any connecting jurisdiction holds an easement.

(d) Failure to allow entry or unreasonable delays. In the event the administrator is refused admission or unreasonably delayed is a violation and may result in enforcement action as allowed for under this article including revocation of the industrial discharge permit.

(e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the industrial user at the written or verbal request of the administrator and shall not be replaced. The costs of clearing such access shall be borne by the user.

(f) If the administrator has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the city designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the administrator may seek issuance of a search warrant from a court of competent jurisdiction.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-613. Fees.

(a) *Purpose.* The purpose of this section is to provide for the payment to the city by industrial users of the POTW of all costs incurred in the implementation and administration of the industrial pretreatment program. The applicable charges and fees shall be set forth in a schedule adopted by the city council.

(b) *Charges and fees.* The administrator may adopt additional charges and fees relating to the matters covered by this article, including fees for:

(1) Processing industrial discharge permit applications.

(2) Reimbursement of costs of operating the industrial pretreatment program.

(3) Measuring, monitoring, inspection and surveillance procedures, sampling, testing, and analyzing industrial user wastewater.

(4) Reviewing and approving accidental discharge procedures and facilities.

(5) Fees as the city may deem necessary to carry out the requirements contained herein.

(6) Fees to cover the added cost of handling or treating any wastes not covered by existing or regular monthly sewer service charges.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-614. Compliance and enforcement.

(a) *Enforcement response plan.* The city may adopt policies and procedures as set forth in the city's enforcement response plan for carrying out the provisions of this article, provided that such policies and procedures are not in conflict with this article or any applicable state or federal law or regulation.

(b) *Publication of industrial users in significant noncompliance.* The city shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the significant industrial users which, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. In addition, any industrial user found to be in significant noncompliance with subsections (3), (4) or (8) shall also be published in the newspaper. The following criteria shall be used to define significant noncompliance:

(1) Chronic violations of wastewater discharge limits, defined as those in which sixty-six (66) percent or more of all of the measurements taken during a six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits;

(2) Technical review criteria (TRC) violations, defined as those in which thirty-three (33) percent or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease and 1.2 for all other pollutants except pH);

(3) Any other violation of a pretreatment standard or requirement (daily maximum, long-term average, instantaneous limit, or narrative standard) that the administrator determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of city personnel or the general public;

(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or the environment or has resulted in the city's exercise of its emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction or attaining final compliance;

(6) Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation or group of violations which may include a violation of best management practices, which the administrator determines may adversely affect the operation or implementation of the local pretreatment program.

(c) *Administrative enforcement actions.*

(1) *Notice of violation (NOV).* When the city finds that an industrial user has violated, or continues to violate, any provision of this article, an industrial discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the city may serve upon the industrial user a written notice of violation. Within five (5) working days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction of prevention thereof, to include specific required actions, shall be submitted by the industrial user to the city. Submission of such a plan in no way relieves the industrial user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the city to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(2) *Suspension of service.*

Endangerment to health or welfare of the community: The city, through other than a formal notice to the affected industrial user, may immediately and effectively halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the city, any area under jurisdiction of the city, the POTW of the city or any wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever it reasonably appears that such discharge presents an imminent endangerment to the health or welfare of the community.

Endangerment to environment or treatment works: The city, after written notice to the industrial user may halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the city, any area under jurisdiction of the city, the POTW, wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever such discharge presents or may present an endangerment to the environment or threatens to interfere with the operation of the POTW.

Any person notified of a suspension of the wastewater treatment service and/or the industrial discharge permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the city shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to individuals or the environment. The city may reinstate the industrial discharge permit and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge.

A detailed written statement submitted by the industrial user describing the causes of the harmful contribution and the measure taken to prevent any future occurrence shall be provided to the city within five (5) days of the date of occurrence. Suspension of service shall not be a bar against, or a prerequisite for, taking any other action against the industrial user.

(3) *Administrative compliance order.* When the city finds that an industrial user has violated, or continues to violate, any provision of this article, an industrial discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the city may issue an order to the industrial user responsible for the discharge directing that the industrial user come into compliance within a specific time. If the industrial user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the POTW. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the industrial user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the industrial user.

(4) *Consent order.* The city may enter into a consent order, assurances of compliance, or other similar documents establishing an agreement with any industrial user responsible for noncompliance. Such documents shall include specific actions to be taken by the industrial user to correct the noncompliance within a time period specified by the document. A consent order may include penalties, supplemental environmental projects, or other conditions and requirements as agreed to by the city and the industrial user.

(5) *Show cause hearing.*

(i) The city may order any industrial user who causes or allows an unauthorized discharge to enter the POTW to show cause before the administrator why the proposed enforcement action should not be taken. A notice shall be served on the industrial user specifying the time and place of a hearing to be held by the administrator regarding the violation, the reasons why the proposed action is to be taken, and directing the industrial user to show cause before the administrator why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or be sent by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation.

(ii) The administrator may conduct the hearing and take the evidence, or may designate one or more persons to conduct the hearing and to take the following actions:

(a) Issue subpoenas requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings, The administrator or the industrial user may petition the municipal court to enforce any subpoena issued pursuant to this section through the court's contempt powers.

(b) Receive evidence from both the industrial user and the administrator on any relevant issue involved in such hearings, provided however, that the Montana Rules of Evidence shall not apply strictly to such evidence.

(c) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the administrator for final action thereon.

(iii) At any hearing held pursuant to this article, testimony taken must be under oath and recorded. The transcript of testimony will be made available to any member of the public and any party to the hearing upon payment of reasonable charges for the preparation thereof. The hearing may be suspended or continued from time to time in the discretion of the presiding officer, provided that all evidence is received and the hearing is closed within sixty (60) days after it is commenced.

(iv) After the administrator has reviewed the evidence, they may issue an order of findings and take an action or no action as necessary and appropriate.

(6) *Cease and desist order.*

(i) When the administrator finds that an industrial user is violating this article, an industrial discharge permit, any order issued hereunder, or any other pretreatment standard or requirement, or that the industrial user's past compliance history indicates that violations are likely to recur, the administrator may issue an order to the user directing it to cease and desist all such violations and directing the industrial user to:

(a) Immediately comply with all requirements;

(b) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

(ii) Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the industrial user.

(7) *Administrative fines.* When the city finds that an industrial user has violated, or continues to violate, any provision of this article, an industrial discharge permit,

or order issued hereunder, or any other pretreatment standard or requirement, the city may fine such industrial user in an amount not to exceed one thousand dollars ($1,000.00) per day per violation. Such fines shall be assessed on a per-violation, per day basis. In the case of monthly or other long-term average discharge limits, fines may be assessed for each day during the period of violation. Issuance of an administrative fine shall not be a bar against, or prerequisite for, taking any other action against the industrial user.

(d) *Judicial enforcement remedies.*

(1) *Injunctive relief.* When the city finds that an industrial user has violated, or continues to violate, any provision of this article, an industrial discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the city may petition the Billings Municipal Court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the industrial discharge permit, order, or other requirement imposed by this article on activities of an industrial user. The city may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the industrial user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against an industrial user.

(2) *Civil penalties.*

(i) An industrial user who has violated, or continues to violate, any provision of this article, an industrial discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the city for a maximum civil penalty not to exceed one thousand dollars ($1,000.00) per day per violation. In the case of a monthly or other long-term average discharge limit, penalties may accrue for each day during the period of violation.

(ii) The city may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the city.

(iii) In determining the amount of civil liability, the city shall take into account all relevant circumstances including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the industrial user's violation, corrective actions by the industrial user, the compliance history of the industrial user, and any other factor as justice requires.

(iv) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against an industrial user.

(3) *Civil/administrative fine pass through.* In the event that an industrial user discharges such pollutants which cause the city to violate any condition of its MPDES permit and the city is fined by the EPA or the state for such violation,

then such industrial user shall be fully liable for the total amount of the fine assessed against the city by the EPA and/or the state.

(4) *Criminal prosecution.*

(i) Any industrial user who violates or fails to comply with any provision of this article or with any orders, rules, regulations, permits and permit conditions issued hereunder, shall, upon conviction, be guilty of a misdemeanor. The penalty for such misdemeanor shall be a fine not to exceed five hundred dollars ($500.00) or by imprisonment not to exceed six (6) months, or both.

(ii) Any industrial user who knowingly makes, authorizes, solicits, aids, or attempts to make any false statement, representation or certification in any hearing, or in any permit application, record, report, plan or other document filed or required to be maintained pursuant to this article, or who falsifies, tampers with, bypasses, or knowingly renders inaccurate any monitoring device, testing method, or testing samples required under this article, shall, upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed five hundred dollars ($500.00) or imprisonment not to exceed six (6) months, or both.

(iii) The city may refer violations that warrant criminal prosecution to the U.S. Attorney General's Office, State Attorney General or USEPA Criminal Investigation Division or other appropriate agency. Such referral shall not preclude the city from taking a parallel administrative or civil enforcement action.

(e) *Cost recovery.* In any judicial action, the city may recover reasonable attorney fees, court costs, deposition and delivery costs, expert witness fees, and other expenses of investigation, enforcement action, administrative hearings, and litigation if the city prevails in the action or settles at the request of the defendant. Any person who violates any of the provisions of this article or the rules and regulations shall become liable to the city for any expense, loss, or damage to the city or to the POTW occasioned by such violation including, but not limited to, investigative/monitoring expenses, fines, penalties, cleaning, repair or replacement work caused by and in connection with the violation. In addition, upon proof of willful or intentional meter bypassing, meter tampering, or unauthorized metering, the city shall be entitled to recover as damages three (3) times the amount of actual damages.

(f) *Remedies nonexclusive.* The remedies provided for in this article are not exclusive of any other remedies that the city may have under the provisions of state law.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-615. Pretreatment authority outside of city.

In order to achieve and maintain compliance with the Clean Water Act, federal pretreatment requirements, state regulations, sewage grant conditions and MPDES

discharge permit requirements, the city, as manager/operator shall have the authority to implement and enforce the pretreatment program against any industrial user within and outside of the city's territorial jurisdiction who discharges directly or indirectly to the POTW or any collection system connected to the city POTW.

To that end, all governmental sewage connectors, municipalities and sanitation districts, shall be required to adopt a regulatory pretreatment program either:

(1) Is consistent with and as stringent with this article and the rules and regulations; or

(2) Incorporates by reference the provisions of this article and the rules and regulations and specifically delegates authority to implement and enforce the pretreatment program to the city.

Connectors, municipalities, sanitation districts, shall also be required to approve necessary revisions to existing sewer service agreements or joint agreements granting the city the right to administer and physically enforce the connector's pretreatment program on behalf of and as agent for the connector district.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-616. Affirmative defenses to discharge violations.

(a) *Upset.*

(1) For the purposes of this article, upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the industrial user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

(2) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of subsection (3) below are met.

(3) An industrial user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(i) An upset occurred and the industrial user can identify the cause(s) of the upset;

(ii) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

(iii) The industrial user has submitted the following information to the city within twenty-four (24) hours of becoming aware of the upset (if this

information is provided orally, a written submission must be provided within five (5) days):

(a) A description of the indirect discharge and cause of noncompliance;

(b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

(c) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

(4) In any enforcement proceeding, the industrial user seeking to establish the occurrence of an upset shall have burden of proof.

(5) Industrial users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

(6) Industrial users shall control (decrease) production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

(b) *Prohibited discharge standards.* An industrial user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the specific prohibitions in any action brought against it alleging a violation of the specific prohibitions in subsections 26-604(b)(3), (4), (5), (6) or (7) where the user demonstrates that:

(1) It did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference; and

(2) The industrial user had accurately disclosed the concentration of the pollutant(s) causing the pass through or interference in applications, reports, or other required documents as required; and either:

(i) A local limit designed to prevent pass through and/or interference, as the case may be was developed for each pollutant in the industrial user's discharge that caused pass through or interference, and the industrial user was in compliance with each such local limit directly prior to and during the pass through or interference; or

(ii) If a local limit designed to prevent pass through and/or interference, as the case may be, has not been developed for the pollutant(s) that caused the pass through or interference, the industrial user's discharge directly prior to and during the pass through or interference did not change substantially in nature or constituents from the user's prior discharge activity when the

POTW was regularly in compliance with the POTW's MPDES permit requirements and, in the case of interference, applicable requirements for sewage sludge use or disposal.

(c) *Bypass.*

(1) For purposes of this subsection:

(i) Bypass means the intentional diversion of wastestreams from any portion of an industrial user's treatment facility.

(ii) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) Bypass not violating applicable pretreatment standards or requirements. An industrial user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subsections (3) and (4) of this section but are reportable under subsections 26-611(a), (d), (f), (j) and (k), as appropriate.

(3) Notice.

(i) If an industrial user knows in advance of the need for a bypass, it shall submit prior notice to the director, if possible, at least ten (10) days before the date of the bypass.

(ii) An industrial user shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the administrator within twenty four (24) hours from the time the industrial user becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the industrial user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The administrator may waive the written report on a case-by-case basis if the oral report has been received within twenty four (24) hours.

(4) Prohibition of bypass.

(i) Bypass is prohibited, and the administrator may take enforcement action against an industrial user for a bypass, unless:

(a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and

(c) The industrial user submitted notices as required under subsection (3) of this section.

(ii) The administrator may approve an anticipated bypass, after considering its adverse effects, if the administrator determines that it will meet the three (3) conditions listed in subsection (4)(i) of this section.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

Sec. 26-617. Severability; repealer; effective date.

(a) *Severability.* If any part or parts of this article are held by any court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of said article.

(b) *Repealer.* That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

(c) *Effective date.* That this article [Ordinance Number 13-5600] shall be effective from and after final passage and as provided by law.

(Ord. No. 13-5600, § 1(Att. A), 5-28-13)

ARTICLE 26-700. IRRIGATION DITCHES[4]

Sec. 26-701. Definitions.

For the purpose of this article the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

(a) *Shall* is mandatory and not merely directory.

(b) *City* is the City of Billings, Montana.

[4]Editor's note(s)—Art. 26-700 derives from Ch. 10.80 of the 1967 Code of Billings, Montana. Said chapter has been included herein as a new article at the discretion of the editor.

(c) *Irrigation ditch* is the total area occupied by the ditch, its banks concomitant structures, rights-of-way and easements, and includes all ditches, flumes, culverts or pipe used to transport water for irrigation purposes.

(d) *Person* is any person, firm, partnership, association, organization, corporation, company, or entity of any nature.

(e) *Public places* shall include all lands owned by the city.

(f) *Public nuisance* means any dangerous or potentially dangerous condition, litter or debris condition arising or occurring by reason of an irrigation ditch passing through or existing within the city.

(g) *City administrator* means the duly employed and acting chief executive of the city.

(h) *Council* means the duly elected and qualified legislative body of the city.

(i) *Costs and expenses* shall include the actual costs and expenses incurred and an allocable portion of administration costs incurred in processing the corrective action and collecting the amount due.

(Ord. No. 81-4343, § 1, 4-27-81)

Sec. 26-702. ~~Open irrigation ditches~~ Not used.

~~The city council deems it for the public interest and benefit of the city and the inhabitants thereof, and ordains that the use of all open irrigating ditches terminating within the corporate boundaries of the city shall be discontinued, except this chapter shall not prohibit the use of such ditch or ditches that are used by ten (10) percent or more of the abutting landowners on such ditch.~~

~~(Ord. No. 81-4343, § 1, 4-27-81~~)

Sec. 26-703. Care and maintenance of irrigation ditches.

Every person owning or operating any irrigation ditch or system or portion thereof within the city shall care for, maintain and control said irrigation ditch, system, water being transported and concomitant structures. Said care control and maintenance shall also apply with respect to interactions and reactions to structures and impediments not controlled or maintained by persons owning or operating the irrigation systems. The duty imposed hereby shall extend to control and removal of all obstructions, litter, debris, plant material, loose earth, rocks, stones, concrete and wood material without limitation in, on, or around said irrigation ditches.

(Ord. No. 81-4343, § 1, 4-27-81)

Sec. 26-704. Nuisance.

Failure to care for and maintain said ditches as provided in section 26-703 shall constitute a public nuisance and may be punished as a violation of this chapter.

(Ord. No. 81-4343, § 1, 4-27-81)

Sec. 26-705. City action, dangerous condition.

In the event the public works director or his designee determines that a danger to the public or public or private property exists and is imminent the city shall attempt to notify the responsible persons. If they cannot be immediately located or if located and refuse or are unwilling to take the necessary action and the danger is such that immediate action must be taken, the city may take action to cure the problem and charge the cost and expense thereof to the owner or operator of the irrigation ditch or system. The determination to be made herein shall be at the sole discretion of the city.

(Ord. No. 81-4343, § 1, 4-27-81)

Sec. 26-706. City action, problem condition.

In the event a problem condition exists but is not dangerous as defined in section 26-705, notice of the condition shall be given to the owner or operator of the irrigation ditch or system and the owner or operator shall be allowed ten (10) days in which to cure the condition. In the event an extension of time is necessary to accomplish the cure, application may be made to the city administrator and the administrator may extend the time period to cure not to exceed an additional thirty (30) days. Upon failure of the owner or operator to cure the problem condition within the time allowed or to apply for an extension the city may cure the problem and charge the cost and expenses therefore against the owners or operators of the irrigation ditch or system.

(Ord. No. 81-4343, § 1, 4-27-81)

Sec. 26-707. Notice.

The notice provided in section 26-706 shall be by certified mail return receipt requested or by personal service on the owner, operator, employee or agent.

(Ord. No. 81-4343, § 1, 4-27-81)

Sec. 26-708. Lien.

The costs and expenses incurred by the city shall be documented and provided to the city clerk together with a legal description of the property upon which the city performed the service. The clerk shall cause a lien in a form similar to a mechanics lien to be filed with the clerk and recorder of Yellowstone County. The city may take action

to collect the expenses and costs incurred either by foreclosure of the lien or by direct action against the persons owning or operating the irrigation ditches or systems. The provisions of this paragraph are in addition to and cumulative to all other penalties that may be imposed for violations of this chapter.

(Ord. No. 81-4343, § 1, 4-27-81)

Sec. 26-709. Penalty for violation.

Unless another penalty is expressly provided by law, every person convicted of a violation of this chapter shall be punished as provided by section 1-110.

(Ord. No. 81-4343, § 1, 4-27-81)

ARTICLE 26-800. DENTAL AMALGAM

Sec. 26-801. Definitions.

(a) *Dental amalgam.* Dental amalgam is a liquid mercury and metal alloy mixture used in dentistry to fill cavities caused by tooth decay. Low-copper dental amalgam commonly consists of mercury, silver, tin, zinc, and other trace metals.

(b) *Existing dental amalgam source.* All dental facilities or offices that were discharging dental amalgam prior to July 14, 2017 to the city. Existing sources must have been in compliance with the standards by July 14, 2020 and must have submitted a one-time certified compliance report by October 12, 2020 to the city. In the event that ownership is transferred, a new one-time certified compliance report must be submitted by the new owner within ninety (90) days of the transfer to the city.

(c) *New dental amalgam source.* All dental facilities or offices that discharged dental amalgam after July 14, 2017 to the city. New sources also include any ownership transfer of an existing dental facility or office after July 15, 2020. All new sources must be in compliance with the waste management practices and record retention requirements set forth in this article and must submit a one-time certified compliance report to the city within ninety (90) days after the first discharge to the city or within ninety (90) days of any ownership transfer by the new owner.

(Ord. No. 21-5749 , § 1, 2-22-21)

Sec. 26-802. Dental amalgam mercury reduction.

(a) This article applies to all owners or operators of dental facilities or offices that remove, repair or place dental amalgam fillings. Owners and operators of dental facilities or offices that do not place or remove dental amalgam except in limited emergency, unplanned or unanticipated circumstances need only to submit the one-time compliance form by the dates set forth in section 26-801 subsections (b) and (c). If

work in a dental office is limited to work that does not involve placing or removing dental amalgam, such as oral pathology, orthodontics, periodontics, oral and maxillofacial surgery/radiology, endodontics, or prosthodontics, then this article does not apply.

(b) All owners and operators of dental facilities or offices shall implement the basic requirements for dental amalgam management established by the United States Environmental Protection Agency Dental Office Point Source Category 40 CFR Part 441, and set forth in section 26-803, BMCC.

(Ord. No. 21-5749 , § 1, 2-22-21)

Sec. 26-803. Waste management practices.

All owners and operators of dental facilities or offices that remove, repair or place dental amalgam fillings shall comply with the following waste management practices:

(a) Operate and maintain an amalgam separator that meets the criteria of 40 CFR 441.30, 441.40, and ISO 11143 according to the manufacturer's instructions. The amalgam separator shall have a design and capacity appropriate for the size and type of vacuum system.

(b) Do not discharge any dental amalgam to a publicly owned treatment works (as defined in section 26-602). Waste must be collected in the separator and a separate amalgam waste bucket which will be hauled offsite as dental amalgam waste.

(c) Lines must not be cleaned with oxidizing or acidic cleaners including but not limited to bleach, chlorine, iodine, and peroxide. Cleaners must have a pH between six (6) and eight (8).

(d) Adhere to all compliance reporting requirements listed in section 26-804.

(e) Complete and submit the city-provided compliance report forms for reporting the required information in section 26-804.

(f) If a malfunction with the amalgam separator is discovered, this malfunction must be documented and repaired or replaced within ten (10) business days.

(Ord. No. 21-5749 , § 1, 2-22-21)

Sec. 26-804. Record retention.

(a) The manufacturer's user manual must be retained for the life of the amalgam separator, be posted near the amalgam separator, and be made available for review during all city inspections.

(b) Amalgam separator logs including logged inspections, routine maintenance, and repairs must be posted near the amalgam separator and retained for a period of at least three (3) years from the present date and be made available for review during all city inspections. The amalgam separator must be inspected according

to the user manual to ensure proper operation and maintenance; this inspection must be documented on the amalgam separator log.

(c) Certificates verifying the proper disposal and recycling of dental amalgam waste buckets and containers from the amalgam separators must be retained for a minimum period of three (3) years from the present date and be made available for review during all city inspections.

(Ord. No. 21-5749 , § 1, 2-22-21)

Sec. 26-805. Compliance.

(a) The owners or operators of dental facilities or offices shall allow the city to inspect the amalgam separator, amalgam waste storage areas and all above listed compliance reports, logs, and records. Inspection shall occur during the normal operations schedule of the dental facility or office. The city shall inspect dental facilities or offices according to appointments made in advance if this advanced notice does not impede enforcement of this article.

(b) Any violation of this article may be considered a failure to comply with applicable federal standards and requirements and may constitute a violation of the Clean Water Act, and may also subject the owner or operator of a dental facility or office to the compliance and enforcement provisions set forth in section 26-614.

Section 2. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 3. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 4. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading the 22nd day of January, 2024.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2024.

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	02/12/2024
Title:	Payment of Claims for week of January 2, 2024
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Claims in the amount of $845,147.81 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.).

Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than $1,000, then it must be approved by the Finance Director or designee. If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

No other alternatives were analyzed

FISCAL EFFECTS

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

Attachments

CouncilMemo wk of 01022024

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/02/2024	867508	Askin Construction	Gas Tax	$ 47,033.51	WO 23-02 Missing Sidewalk Project
01/02/2024	867508	Askin Construction	Gas Tax	$ -	WO 23-02 Missing Sidewalk Project
01/02/2024	867508	Askin Construction	Gas Tax	$ -	WO 23-02 Missing Sidewalk Project
01/02/2024	867508	Askin Construction	Gas Tax	$ -	WO 23-02 Missing Sidewalk Project
01/02/2024	867508	Askin Construction	Sidewalk Const	$ 365.31	WO 23-02 Missing Sidewalk Project
01/02/2024	867508	Askin Construction	Sidewalk Const	$ -	WO 23-02 Missing Sidewalk Project
01/02/2024	867508	Askin Construction	Sidewalk Const	$ -	WO 23-02 Missing Sidewalk Project
01/02/2024	867508	Askin Construction	Sidewalk Const	$ -	WO 23-02 Missing Sidewalk Project
01/02/2024	867513	Brenntag Pacific	Wastewater	$ 6,075.00	Chemical supplies
01/02/2024	867515	Castlerock Excavating	Street/Traffic	$ 4,400.00	Pipe- central and shiloh; Manhole- 30th & bh20
01/02/2024	867516	Century Link	Airport	$ 51.21	Airport Terminal Power M
01/02/2024	867516	Century Link	Airport	$ 45.66	Airport Alarm
01/02/2024	867516	Century Link	Airport	$ 53.72	Airport 1FB Line
01/02/2024	867516	Century Link	Airport	$ 83.72	Airport
01/02/2024	867516	Century Link	Airport	$ 53.72	Airport P9 Building
01/02/2024	867516	Century Link	Airport	$ 277.38	Airport -Charges for Airport phone fax alarm line
01/02/2024	867516	Century Link	Airport	$ 38.43	Bill Date: Aug 16, 2021 QTA Phone
01/02/2024	867516	Century Link	Engineering	$ 116.82	Measured Lines Depot 50/50
01/02/2024	867516	Century Link	EOC 911	$ 45.65	911
01/02/2024	867516	Century Link	EOC 911	$ 45.65	911
01/02/2024	867516	Century Link	EOC 911	$ 311.26	9-1-1 Center Landfill #2
01/02/2024	867516	Century Link	EOC 911	$ 311.26	9-1-1 Center Fox Reservoir #2
01/02/2024	867516	Century Link	EOC 911	$ 5,278.87	9-1-1 Center
01/02/2024	867516	Century Link	Fleet	$ 51.72	Motor Pool
01/02/2024	867516	Century Link	General	$ -	Cemetery Kenco Line
01/02/2024	867516	Century Link	General	$ 65.05	Stewart Park Batting Cages
01/02/2024	867516	Century Link	IT Resources	$ 51.21	Kenco Security Alarm IT Alarm
01/02/2024	867516	Century Link	Library	$ 190.58	Library 6 lines-(4) Library (2) Phone
01/02/2024	867516	Century Link	P.W. Admin	$ 116.83	Measured Lines Depot 50/50
01/02/2024	867516	Century Link	Park Dist 1	$ 69.41	Parks
01/02/2024	867516	Century Link	Park Dist 1	$ 51.21	Parks 3890 Stillwater
01/02/2024	867516	Century Link	Parking	$ 41.86	Park 2 Elevator Phone
01/02/2024	867516	Century Link	Parking	$ 51.21	Park 1 Elevator Phone
01/02/2024	867516	Century Link	Phone System	$ 127.06	Library 6 lines- (4) Library (2) Phone

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/02/2024	867516	Century Link	Phone System	$ 126.67	PRPL -Fax and Senior center fax
01/02/2024	867516	Century Link	Phone System	$ 105.32	Airport Measured Lines
01/02/2024	867516	Century Link	Phone System	$ 116.00	Met Measured Lines
01/02/2024	867516	Century Link	Phone System	$ 112.80	BOC Measured Lines
01/02/2024	867516	Century Link	Phone System	$ 164.01	PUD Measured Lines
01/02/2024	867516	Century Link	Phone System	$ 2,596.65	Main System Centrex
01/02/2024	867516	Century Link	Phone System	$ 52.66	MET Fax and Kenco Fax
01/02/2024	867516	Century Link	Phone System	$ 49.06	Animal Control Fax
01/02/2024	867516	Century Link	Phone System	$ 153.63	BOC Alarms
01/02/2024	867516	Century Link	Phone System	$ 51.21	Fire Alarm
01/02/2024	867516	Century Link	Phone System	$ 51.21	Four Dances
01/02/2024	867516	Century Link	Phone System	$ 53.19	Miller Building
01/02/2024	867516	Century Link	Phone System	$ 51.21	Pioneer Park
01/02/2024	867516	Century Link	Phone System	$ 51.21	South Park
01/02/2024	867516	Century Link	Phone System	$ 52.66	Streets Fax
01/02/2024	867516	Century Link	Phone System	$ 157.98	WWTP Conference Room
01/02/2024	867516	Century Link	Planning	$ 51.21	Planning Traffic Central Broadwater
01/02/2024	867516	Century Link	Planning	$ 51.21	Planning Traffic Central 9th
01/02/2024	867516	Century Link	Public Safety	$ 52.66	Fire Elevator
01/02/2024	867516	Century Link	Public Safety	$ 51.21	Crime Prevention Alarm
01/02/2024	867516	Century Link	Public Safety	$ 119.32	Fire
01/02/2024	867516	Century Link	Public Safety	$ 118.28	Fire RR Crossing Alarm
01/02/2024	867516	Century Link	Public Safety	$ 61.59	Fire 5 911 Line
01/02/2024	867516	Century Link	Public Safety	$ 41.86	Fire Maintenance Shop
01/02/2024	867516	Century Link	Radio	$ 311.26	Fire Airport Radio Tower WCK
01/02/2024	867516	Century Link	Radio	$ 311.26	Fire Airport Radio Tower Jellison
01/02/2024	867516	Century Link	Solid Waste	$ 97.83	Solid Waste Landfill
01/02/2024	867516	Century Link	Solid Waste	$ 194.63	SW Landfill
01/02/2024	867516	Century Link	Street/Traffic	$ 43.04	PW Traffic 3728 McDougall
01/02/2024	867516	Century Link	Street/Traffic	$ 52.66	PW Traffic Signal 24 Central
01/02/2024	867516	Century Link	Wastewater	$ 51.21	PUD Sahara Sand Lift Station
01/02/2024	867516	Century Link	Water	$ 39.44	PUD Alarm Water Tower
01/02/2024	867516	Century Link	Water	$ 153.63	Water Department Alarm
01/02/2024	867521	Cop Construction	Solid Waste	$ 9,757.89	WO 20-46 Landfill Compost Facility

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/02/2024	867524	Dept Of Envir. Quality	Water	$ 10,534.00	WO 19-42 4374 Hesper Rd. Sewer Permits
01/02/2024	867525	Desert Mountain	Street/Traffic	$ 4,954.32	ice slicer
01/02/2024	867525	Desert Mountain	Street/Traffic	$ 5,014.11	ice slicer
01/02/2024	867525	Desert Mountain	Street/Traffic	$ 4,885.10	ice slicer
01/02/2024	867526	DOWL	Wastewater	$ 7,854.26	WO 22-01: Water & Sanitary Sewer Main Replacements
01/02/2024	867526	DOWL	Water	$ 6,801.94	WO 22-01: Water & Sanitary Sewer Main Replacements
01/02/2024	867526	DOWL	Water	$ 1,890.00	WO 23-01 2023 Water & Sewer Main Replacement - Water
01/02/2024	867526	DOWL	Water	$ 23,915.00	WO24-01 Contract 1: 2024 Water Main Replacement
01/02/2024	867535	Hauf Industries	Public Safety	$ 167.50	1386- FIRE SMALL ENGINES
01/02/2024	867535	Hauf Industries	Public Safety	$ 1,473.00	1387 FIRE FALL SMALL ENGINES
01/02/2024	867535	Hauf Industries	Public Safety	$ 2,213.00	1388 FIRE - WINTER MAINT SMALL ENGINES
01/02/2024	867537	High Point Networks	IT Resources	$ 4,106.25	Project #1041409 -fire station panorama
01/02/2024	867537	High Point Networks	IT Resources	$ 8,437.50	Project# 1041404 -PA220 at PRPL/BOC
01/02/2024	867537	High Point Networks	IT Resources	$ 3,825.00	Project#1040843 -import 450 content updates OS to 10.2.4
01/02/2024	867537	High Point Networks	IT Resources	$ 58,838.70	renewal of Palo Alto Cortex XDR- Jan 2024 -Jan 2025
01/02/2024	ACH	Jacobs Engineering Group	Gas Tax	$ 483.25	Asset Management Program Project
01/02/2024	ACH	Jacobs Engineering Group	Light Maint	$ 483.24	Asset Management Program Project
01/02/2024	ACH	Jacobs Engineering Group	Solid Waste	$ 19,805.10	WO 22-27 Landfill Gas Emissions Compliance, Contract
01/02/2024	ACH	Jacobs Engineering Group	Storm Sewer	$ 1,163.10	Asset Management Program Project
01/02/2024	ACH	Jacobs Engineering Group	Street/Traffic	$ 1,807.42	Asset Management Program Project
01/02/2024	ACH	Jacobs Engineering Group	Wastewater	$ 3,953.59	Asset Management Program Project
01/02/2024	ACH	Jacobs Engineering Group	Water	$ 3,953.59	Asset Management Program Project
01/01/2024	867500	Johnson	Sidewalk Debt Svc	$ 7,500.00	Bond Payments January 1, 2024
01/02/2024	867544	Knife River	Street/Traffic	$ 666.55	inv#8959581 1/2" crushed base
01/02/2024	867544	Knife River	Street/Traffic	$ 1,154.43	inv#8959591 1/2" crushed base
01/02/2024	867544	Knife River	Street/Traffic	$ 1,392.95	inv#8959601 1/2" crushed base
01/02/2024	867544	Knife River	Street/Traffic	$ 737.07	inv#8961831 1/2" crushed base
01/02/2024	867544	Knife River	Street/Traffic	$ 1,075.67	inv#8961841 1/2" crushed base
01/02/2024	867545	L N Curtis & Sons	Fleet	$ 12.00	772263
01/02/2024	867545	L N Curtis & Sons	Fleet	$ 52.00	772263
01/02/2024	867545	L N Curtis & Sons	Public Safety	$ 8,605.00	HURST TOOL SERVICE - PERFORMED 11/27/2023
01/02/2024	867547	Local 521	Public Safety	$ 3,750.00	FIRE DEPT CLASS 'A' UNIFORMS
01/02/2024	867553	MT Dakota Utilities	Airport	$ 1,320.36	285 580 1000 6
01/02/2024	867553	MT Dakota Utilities	Airport	$ 5,246.14	595 580 1000 1

Check Date	Check #	Name	Fund Name	Amount		Item Desc
01/02/2024	867553	MT Dakota Utilities	Airport	$ 1,016.81	706 580 1000 7	
01/02/2024	867553	MT Dakota Utilities	Engineering	$ 194.35	595 373 1000 1	
01/02/2024	867553	MT Dakota Utilities	Facilities	$ 999.42	130 733 1000 8	
01/02/2024	867553	MT Dakota Utilities	Facilities	$ 3,158.28	375 963 4481 4	
01/02/2024	867553	MT Dakota Utilities	Facilities	$ 3,352.19	757 633 1000 2	
01/02/2024	867553	MT Dakota Utilities	Facilities	$ 2,609.84	929 780 1000 4	
01/02/2024	867553	MT Dakota Utilities	Facilities	$ 4,911.07	989 733 1000 0	
01/02/2024	867553	MT Dakota Utilities	Facilities	$ 725.99	993 733 1000 4	
01/02/2024	867553	MT Dakota Utilities	General	$ 67.90	061 943 1000 6	
01/02/2024	867553	MT Dakota Utilities	General	$ 322.50	437 780 1000 9	
01/02/2024	867553	MT Dakota Utilities	General	$ 327.13	571 295 3342 8	
01/02/2024	867553	MT Dakota Utilities	General	$ 103.93	927 890 1000 3	
01/02/2024	867553	MT Dakota Utilities	Library	$ 3,497.12	219 924 4851 0	
01/02/2024	867553	MT Dakota Utilities	P.W. Admin	$ 48.59	595 373 1000 1	
01/02/2024	867553	MT Dakota Utilities	Park Dist 1	$ 94.56	371 101 1000 6	
01/02/2024	867553	MT Dakota Utilities	Park Dist 1	$ 93.55	501 473 1000 2	
01/02/2024	867553	MT Dakota Utilities	Parking	$ 98.06	303 725 2591 2	
01/02/2024	867553	MT Dakota Utilities	Parking	$ 21.78	717 353 1000 6	
01/02/2024	867553	MT Dakota Utilities	Parking	$ 82.44	799 152 1209 0	
01/02/2024	867553	MT Dakota Utilities	Public Safety	$ 26.77	062 907 9494 7	
01/02/2024	867553	MT Dakota Utilities	Public Safety	$ 834.04	169 233 1000 3	
01/02/2024	867553	MT Dakota Utilities	Public Safety	$ 388.03	442 190 1000 4	
01/02/2024	867553	MT Dakota Utilities	Public Safety	$ 45.53	514 117 0478 9	
01/02/2024	867553	MT Dakota Utilities	Public Safety	$ 475.83	533 653 1000 1	
01/02/2024	867553	MT Dakota Utilities	Public Safety	$ 64.74	602 589 7178 1	
01/02/2024	867553	MT Dakota Utilities	Public Safety	$ 633.74	885 880 1000 4	
01/02/2024	867553	MT Dakota Utilities	Solid Waste	$ 748.10	284 225 1320 1	
01/02/2024	867553	MT Dakota Utilities	Solid Waste	$ 101.69	602 680 9335 2	
01/02/2024	867553	MT Dakota Utilities	Solid Waste	$ 1,662.61	770 390 1000 2	
01/02/2024	867553	MT Dakota Utilities	Transit	$ 971.07	962 880 1000 0	
01/02/2024	867553	MT Dakota Utilities	Wastewater	$ 3,986.67	293 780 1000 2	
01/02/2024	867553	MT Dakota Utilities	Wastewater	$ 7,973.35	293 780 1000 2	
01/02/2024	867553	MT Dakota Utilities	Wastewater	$ 3,986.67	293 780 1000 2	
01/02/2024	867553	MT Dakota Utilities	Wastewater	$ 185.96	310 490 1000 7	

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/02/2024	867553	MT Dakota Utilities	Wastewater	$ 154.92	410 490 1000 6
01/02/2024	867553	MT Dakota Utilities	Wastewater	$ 61.94	596 733 1000 5
01/02/2024	867553	MT Dakota Utilities	Wastewater	$ 61.94	713 064 3190 0
01/02/2024	867553	MT Dakota Utilities	Wastewater	$ 67.20	735 453 1000 2
01/02/2024	867553	MT Dakota Utilities	Wastewater	$ 60.36	843 879 2205 1
01/02/2024	867553	MT Dakota Utilities	Wastewater	$ 113.36	868 563 1000 7
01/02/2024	867553	MT Dakota Utilities	Water	$ 188.34	010 490 1000 0
01/02/2024	867553	MT Dakota Utilities	Water	$ 66.59	076 225 9180 3
01/02/2024	867553	MT Dakota Utilities	Water	$ 56.42	110 490 1000 9
01/02/2024	867553	MT Dakota Utilities	Water	$ 175.21	209 077 5055 6
01/02/2024	867553	MT Dakota Utilities	Water	$ 351.52	210 490 1000 8
01/02/2024	867553	MT Dakota Utilities	Water	$ 557.85	310 490 1000 7
01/02/2024	867553	MT Dakota Utilities	Water	$ 38.97	373 580 1000 9
01/02/2024	867553	MT Dakota Utilities	Water	$ 38.96	373 580 1000 9
01/02/2024	867553	MT Dakota Utilities	Water	$ 464.76	410 490 1000 6
01/02/2024	867553	MT Dakota Utilities	Water	$ 3,523.62	500 490 1000 7
01/02/2024	867553	MT Dakota Utilities	Water	$ 74.54	510 490 1000 5
01/02/2024	867553	MT Dakota Utilities	Water	$ 78.31	527 033 1000 4
01/02/2024	867553	MT Dakota Utilities	Water	$ 59.16	541 380 1000 1
01/02/2024	867553	MT Dakota Utilities	Water	$ 131.44	566 923 1000 8
01/02/2024	867553	MT Dakota Utilities	Water	$ 35.71	600 490 1000 6
01/02/2024	867553	MT Dakota Utilities	Water	$ 35.70	600 490 1000 6
01/02/2024	867553	MT Dakota Utilities	Water	$ 130.81	610 490 1000 4
01/02/2024	867553	MT Dakota Utilities	Water	$ 85.18	666 923 1000 7
01/02/2024	867553	MT Dakota Utilities	Water	$ 304.00	700 490 1000 5
01/02/2024	867553	MT Dakota Utilities	Water	$ 79.57	800 490 1000 4
01/02/2024	867553	MT Dakota Utilities	Water	$ 70.81	832 001 1000 1
01/02/2024	867553	MT Dakota Utilities	Water	$ 625.83	900 490 1000 3
01/02/2024	867553	MT Dakota Utilities	Water	$ 61.33	921 580 1000 6
01/01/2024	867501	Montana Municipal Coop	SID Fund	$ 12,864.00	Bond PaymentsJanuary 1, 2024
01/01/2024	867501	Montana Municipal Coop	SID Fund	$ 16,275.00	Bond PaymentsJanuary 1, 2024
01/01/2024	867501	Montana Municipal Coop	SID Fund	$ 300.00	Bond PaymentsJanuary 1, 2024
01/01/2024	867501	Montana Municipal Coop	SID Fund	$ 8,361.00	Bond PaymentsJanuary 1, 2024
01/01/2024	867501	Montana Municipal Coop	SID Fund	$ 1,938.00	Bond PaymentsJanuary 1, 2024

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/01/2024	867501	Montana Municipal Coop	Sidewalk Debt Svc	$ 1,500.00	Bond PaymentsJanuary 1, 2024
01/01/2024	867501	Montana Municipal Coop	Sidewalk Debt Svc	$ 1,840.00	Bond PaymentsJanuary 1, 2024
01/01/2024	867501	Montana Municipal Coop	Sidewalk Debt Svc	$ 2,922.50	Bond PaymentsJanuary 1, 2024
01/02/2024	867554	MT State Fireman's	Payroll Clearing	$ 4,871.76	Payroll Summary
01/02/2024	867555	Morrison Maierle	Airport	$ 8,465.13	AIP-73 Terminal Expansion - Eligible for Reimbursement
01/02/2024	867555	Morrison Maierle	Airport	$ 940.57	AIP-73 Terminal Expansion - Ineligible for Reimbursement
01/02/2024	867555	Morrison Maierle	Airport	$ 795.71	AIP-76 Terminal Expansion - eligible for local
01/02/2024	867555	Morrison Maierle	Airport	$ 34,414.25	Amendment #13 Terminal Expansion Project - Federal
01/02/2024	867555	Morrison Maierle	Airport	$ 3,234.89	Amendment #13 Terminal Expansion Project - Ineligible
01/02/2024	867555	Morrison Maierle	Airport	$ 3,823.81	Amendment #13 Terminal Expansion Project - Local
01/02/2024	867555	Morrison Maierle	Wastewater	$ 5,064.33	WO 23-35 Hesper Sanitary Sewer Extension
01/02/2024	867564	Performance Eng & Consult	Wastewater	$ 33,259.93	WO 23-07 Monad Rd Sewer Extension
01/02/2024	867565	Public Utilities	Airport	$ 8,773.31	136516
01/02/2024	867565	Public Utilities	Facilities	$ 915.80	158260
01/02/2024	867565	Public Utilities	Parking	$ 95.53	102086
01/02/2024	867565	Public Utilities	Parking	$ 95.53	102086
01/02/2024	867565	Public Utilities	Parking	$ 547.59	102980
01/02/2024	867565	Public Utilities	Parking	$ 547.59	102980
01/02/2024	867565	Public Utilities	Parking	$ 11.05	102981
01/02/2024	867565	Public Utilities	Parking	$ 11.05	102981
01/02/2024	867565	Public Utilities	Wastewater	$ 2,831.33	111176
01/01/2024	867502	Purinton Family Trust	Sidewalk Debt Svc	$ 2,125.00	Bond Payments January 1, 2024
01/01/2024	867502	Purinton Family Trust	Sidewalk Debt Svc	$ 3,250.00	Bond Payments January 1, 2024
01/01/2024	867502	Purinton Family Trust	Sidewalk Debt Svc	$ 2,250.00	Bond Payments January 1, 2024
01/01/2024	867503	Royal C. Johnson Irrev. Trust	SID Fund	$ 6,382.50	Bond Payments January 1, 2024
01/01/2024	867503	Royal C. Johnson Irrev. Trust	SID Fund	$ 607.50	Bond Payments January 1, 2024
01/01/2024	867503	Royal C. Johnson Irrev. Trust	SID Fund	$ 570.00	Bond Payments January 1, 2024
01/01/2024	867503	Royal C. Johnson Irrev. Trust	Sidewalk Debt Svc	$ 7,600.00	Bond Payments January 1, 2024
01/02/2024	867570	Sanderson Stewart	Arterial Streets	$ 44,501.50	WO 09-12 Inner Belt Loop - Sch 1 - NW Billings Connector
01/02/2024	867570	Sanderson Stewart	Arterial Streets	$ 38,722.50	WO 09-12 Inner Belt Loop - Sch 1 - NW Billings Connector
01/02/2024	867570	Sanderson Stewart	Engineering	$ 1,276.00	Check print review
01/02/2024	867570	Sanderson Stewart	Gas Tax	$ -	WO 09-12 Inner Belt Loop - Sch 1 - NW Billings Connector
01/02/2024	867570	Sanderson Stewart	Gas Tax	$ -	WO 09-12 Inner Belt Loop - Sch 1 - NW Billings Connector
01/02/2024	867570	Sanderson Stewart	Gas Tax	$ 2,735.67	WO 24-03 8th & 29th Streets West Striping

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/02/2024	867570	Sanderson Stewart	St Maint Dist	$ 1,011.83	WO 24-03 8th & 29th Streets West Stripin
01/02/2024	867570	Sanderson Stewart	St Maint Dist	$ 15,486.00	WO 24-07 SRTS Projects; Consultant Agreement
01/02/2024	867570	Sanderson Stewart	Trl Donate	$ 58,570.00	WO 21-38 Skyline Trail (Marathon Loop)
01/02/2024	867570	Sanderson Stewart	Trl Donate	$ 32,850.00	WO 21-38 Skyline Trail (Marathon Loop)
01/02/2024	867571	Selbys	IT Resources	$ 2,868.00	Maintanence and service on Plotter for GIS team
01/02/2024	867571	Selbys	Public Safety	$ 157.94	BUREAU CALENDARS: 2024
01/02/2024	867573	Spencer Fluid Power, Inc.	Water	$ 5,995.57	32380862 - HYDROSTATIC PUMP
01/02/2024	867573	Spencer Fluid Power, Inc.	Water	$ 5,903.54	32380897 - HYDROSTATIC PUMP
01/02/2024	867573	Spencer Fluid Power, Inc.	Water	$ 4,766.32	Dredge Pump Repair
01/02/2024	867575	Star Service Inc	Wastewater	$ -	WO 22-14 WRF Admin AHU Modifications
01/02/2024	867575	Star Service Inc	Wastewater	$ 31,740.59	WO 22-14 WRF Admin AHU Modifications
01/02/2024	ACH	Town & Country Supply	Fleet	$ 2.93	441649
01/02/2024	ACH	Town & Country Supply	Fleet	$ 3,795.64	441649
01/02/2024	ACH	Town & Country Supply	Fleet	$ 5,371.04	441649
01/02/2024	ACH	Town & Country Supply	Fleet	$ 16,325.61	441649
01/02/2024	ACH	Town & Country Supply	Fleet	$ 8,860.74	441649
01/02/2024	ACH	Town & Country Supply	Solid Waste	$ 20,138.30	440777
01/02/2024	867582	Tyler Technologies	General	$ 1,450.00	Tax-Wise
01/02/2024	867582	Tyler Technologies	General	$ 4,942.50	Tax-Wise 15%fee
01/02/2024	867586	Yellowstone Co Finance Dpt	Building	$ 7,130.79	Miller Building; Building Division; January, 2024 Rent
01/02/2024	867586	Yellowstone Co Finance Dpt	CDBG	$ 5,545.88	Miller Building; Comm Development; January, 2024 Rent
01/02/2024	867586	Yellowstone Co Finance Dpt	General	$ 2,218.99	Miller Building; Code Enforcement; January, 2024 Rent
01/02/2024	867586	Yellowstone Co Finance Dpt	Planning	$ 4,750.50	Miller Building; Planning Dept.; January, 2024 Rent

City Council Regular

Date:	02/12/2024
Title:	Payment of Claims for week of January 8, 2024
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Claims in the amount of $1,680,126.10 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than $1,000, then it must be approved by the Finance Director or designee. If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

No other alternatives were analyzed

FISCAL EFFECTS

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

Attachments

CouncilMemo wk of 01082024

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	867594	Archie Cochrane	Fleet	$ 58.76	5499147
01/08/2024	867594	Archie Cochrane	Fleet	$ 11.28	5499147
01/08/2024	867594	Archie Cochrane	Fleet	$ 10.50	5499147
01/08/2024	867594	Archie Cochrane	Fleet	$ 447.73	5499147
01/08/2024	867594	Archie Cochrane	Fleet	$ 445.45	5499147
01/08/2024	867594	Archie Cochrane	Fleet	$ 24.72	5499147
01/08/2024	867594	Archie Cochrane	Fleet	$ 48.75	5499224
01/08/2024	867594	Archie Cochrane	Fleet	$ 6.36	5499260
01/08/2024	867594	Archie Cochrane	Fleet	$ 1,397.50	5499340
01/08/2024	867594	Archie Cochrane	Fleet	$ 168.58	5499453
01/08/2024	867594	Archie Cochrane	Fleet	$ 14.87	5499456
01/08/2024	867594	Archie Cochrane	Fleet	$ 117.14	5500332
01/08/2024	867594	Archie Cochrane	Fleet	$ 100.58	5500395
01/08/2024	867594	Archie Cochrane	Fleet	$ 75.26	5500440
01/08/2024	867594	Archie Cochrane	Fleet	$ (117.14)	5500790
01/08/2024	867594	Archie Cochrane	Fleet	$ 95.58	5501591
01/08/2024	867594	Archie Cochrane	Fleet	$ 120.96	5501591
01/08/2024	867594	Archie Cochrane	Fleet	$ 84.48	5502031
01/08/2024	867594	Archie Cochrane	Fleet	$ 65.98	5502031
01/08/2024	867594	Archie Cochrane	Fleet	$ 120.98	5502032
01/08/2024	867594	Archie Cochrane	Fleet	$ 190.00	5502032
01/08/2024	867594	Archie Cochrane	Fleet	$ 149.98	5502032
01/08/2024	867594	Archie Cochrane	Fleet	$ 84.48	5502296
01/08/2024	867594	Archie Cochrane	Fleet	$ 65.98	5502296
01/08/2024	867594	Archie Cochrane	Public Safety	$ 9.94	5498819 - GASKET
01/08/2024	867594	Archie Cochrane	Public Safety	$ 17.89	5498819 - GASKET
01/08/2024	867594	Archie Cochrane	Public Safety	$ 16.64	5498819 - GASKET
01/08/2024	867594	Archie Cochrane	Public Safety	$ 17.08	5498819 - GASKET
01/08/2024	867594	Archie Cochrane	Public Safety	$ 10.31	5498819 - GASKET
01/08/2024	867594	Archie Cochrane	Public Safety	$ 18.94	5498819 - GASKET
01/08/2024	867594	Archie Cochrane	Public Safety	$ 90.75	5498819 - HOSE ASY
01/08/2024	867594	Archie Cochrane	Public Safety	$ 39.27	5498819 - THERMOSTAT ASY
01/08/2024	867594	Archie Cochrane	Public Safety	$ 24.62	5498819 - TUBE
01/08/2024	867594	Archie Cochrane	Public Safety	$ 27.50	5498819 - TUBE

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	867594	Archie Cochrane	Public Safety	$ 20.12	5498819 - TUBE ASY
01/08/2024	867594	Archie Cochrane	Public Safety	$ 1,887.50	5498819 - TURBOCHARGER
01/08/2024	867594	Archie Cochrane	Public Safety	$ 250.00	5498819 - TURBOCHARGER CORE
01/08/2024	867594	Archie Cochrane	Street/Traffic	$ 16.09	5487089 - SEAL
01/08/2024	867594	Archie Cochrane	Transit	$ 20.48	5500959. Radiator Mount Unit 1821. W/O 2024-489
01/08/2024	867594	Archie Cochrane	Transit	$ 47.45	5501195_Unit #1821_Power Steering Hose
01/08/2024	867597	Automatic Transmission Rebuild	Fleet	$ 5,561.91	165688
01/08/2024	867602	Blngs Community Cable	General	$ 52,166.93	January - March 2024 Quarterly disbursement
01/08/2024	867604	Blngs Industrial Revitalization Dist	Tax Incrmnt E	$ 34,987.00	EBURD Annual Operating Agreement FY 2024
01/08/2024	867606	Bobcat Of Big Sky	Fleet	$ 185.00	99672
01/08/2024	867606	Bobcat Of Big Sky	Fleet	$ 2,949.96	99672
01/08/2024	867612	Centimark	Wastewater	$ 80,788.95	WO 22-15 WRF Roof Replacement
01/08/2024	867617	Chicago Title of MT	CDBG	$ 10,000.00	FTHB
01/08/2024	867619	Community Solutions	Court Grants	$ 2,120.00	23 Dec. CSI DUI
01/08/2024	867619	Community Solutions	Court Grants	$ 3,148.00	23 Dec. CSI EtG
01/08/2024	867625	Cummins Inc - Rocky Mtn	Wastewater	$ 564.96	Generator # 7956 service
01/08/2024	867625	Cummins Inc - Rocky Mtn	Water	$ 3,353.66	Generator Inspection
01/08/2024	867628	Data Imaging System	Building	$ 4,463.05	document scanning
01/08/2024	867628	Data Imaging System	Facilities	$ 174.00	65 Gallon Binds of Shredded Documents 12/28/2023
01/08/2024	867633	Downtown Billings Partnership	Tax Incrmnt N27	$ 25,615.42	Annual DBP Operating Agreement FY 2024
01/08/2024	867635	Ecoverse Industries	Solid Waste	$ 5,714.00	P13-1877 - PARTS
01/08/2024	867643	Hach Company	Water	$ 1,331.50	CL17 sc parts
01/08/2024	867643	Hach Company	Water	$ 2,785.36	REAGENT SET CHLORINE FREE CL17 - SIRR PLAN
01/08/2024	867643	Hach Company	Water	$ (1,407.00)	Refund for Service Tech mistake.WTP-L St
01/08/2024	ACH	HDR	Solid Waste	$ 14,535.97	WO 23-16 Landfill Scale, Services Contract
01/08/2024	867647	High Point Networks	Library	$ 8,963.00	235975 Advanced Gateway Security Suite 2 yr
01/08/2024	867650	Hose & Rubber	Fleet	$ 331.57	1867987
01/08/2024	867650	Hose & Rubber	Fleet	$ 167.94	1868431
01/08/2024	867650	Hose & Rubber	Fleet	$ 131.57	1869008
01/08/2024	867650	Hose & Rubber	Fleet	$ 84.12	1869357
01/08/2024	867650	Hose & Rubber	Fleet	$ 285.50	1869703
01/08/2024	867650	Hose & Rubber	Fleet	$ 216.67	1869703
01/08/2024	867650	Hose & Rubber	Fleet	$ 56.80	1869944
01/08/2024	867650	Hose & Rubber	Fleet	$ 59.60	1869962

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01/08/2024	867650	Hose & Rubber	Fleet	$ 20.80	1870522
01/08/2024	867650	Hose & Rubber	Fleet	$ 116.97	1870651
01/08/2024	867650	Hose & Rubber	Fleet	$ 187.05	1871506
01/08/2024	867650	Hose & Rubber	Fleet	$ 275.10	1871559
01/08/2024	867650	Hose & Rubber	Fleet	$ 38.76	1871559
01/08/2024	867650	Hose & Rubber	Fleet	$ 301.04	1871797
01/08/2024	867650	Hose & Rubber	Fleet	$ 314.86	1871840
01/08/2024	867650	Hose & Rubber	Fleet	$ 133.56	1871947
01/08/2024	867650	Hose & Rubber	Fleet	$ 292.45	1872218
01/08/2024	867650	Hose & Rubber	Fleet	$ 444.20	1872278
01/08/2024	867654	Ingram Library	Library	$ 940.69	79496704
01/08/2024	867654	Ingram Library	Library	$ 89.03	79496704
01/08/2024	867654	Ingram Library	Library	$ 1,036.04	79496704
01/08/2024	867654	Ingram Library	Library	$ 215.92	79496704
01/08/2024	867654	Ingram Library	Library	$ 2.66	79496704
01/08/2024	867654	Ingram Library	Library	$ 278.88	79496704
01/08/2024	867654	Ingram Library	Library	$ 14.99	79496706
01/08/2024	867654	Ingram Library	Library	$ 24.91	79496706
01/08/2024	867654	Ingram Library	Library	$ 45.00	79496706
01/08/2024	867654	Ingram Library	Library	$ 0.10	79496706
01/08/2024	867654	Ingram Library	Library	$ 7.19	79496706
01/08/2024	867654	Ingram Library	Library	$ 0.01	79496706
01/08/2024	867654	Ingram Library	Library	$ 55.76	79496707
01/08/2024	867654	Ingram Library	Library	$ 0.16	79496707
01/08/2024	867654	Ingram Library	Library	$ 67.85	79496707
01/08/2024	867654	Ingram Library	Library	$ 17.69	79496707
01/08/2024	867654	Ingram Library	Library	$ 68.69	79496708
01/08/2024	867654	Ingram Library	Library	$ 0.07	79496708
01/08/2024	867654	Ingram Library	Library	$ 10.79	79496708
01/08/2024	867654	Ingram Library	Library	$ 0.15	79528910
01/08/2024	867654	Ingram Library	Library	$ 3.53	79528910
01/08/2024	867654	Ingram Library	Library	$ 11.79	79528911
01/08/2024	867654	Ingram Library	Library	$ 0.74	79528911
01/08/2024	867654	Ingram Library	Library	$ 0.43	79528912

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	867654	Ingram Library	Library	$ 10.80	79528912
01/08/2024	867654	Ingram Library	Library	$ 17.70	79528913
01/08/2024	867654	Ingram Library	Library	$ 1.46	79528913
01/08/2024	867654	Ingram Library	Library	$ 15.93	79528913
01/08/2024	867654	Ingram Library	Library	$ 4.77	79528914
01/08/2024	867654	Ingram Library	Library	$ 0.22	79528914
01/08/2024	867655	Insight Public Sector	IT Resources	$ 3,815.34	Veeam licenses. Extension licenses through Dec '25
01/08/2024	867661	Johnson Laffen Galloway Architects	Stillwater Const	$ 19,915.09	Services for the period ending 12/31/2023
01/08/2024	867665	Kittelson & Associates	St Maint Dist	$ 31,043.59	WO 23-51 24th St W Signal Timing Update, Agreement
01/08/2024	867669	Laurel Chevrolet	Parking	$ 27,955.00	2024 Chevy Equinox
01/08/2024	867688	MT Municipal Interlocal Authority	Property Ins	$ 43,334.57	December 2023 Liability Self Insurance
01/08/2024	867690	Morrison Maierle	Transit	$ 44,950.64	Amendment 10 MET Transit Remodel Project
01/08/2024	867692	MT Dept of Rev-CGR2	Airport	$ 3,823.69	AIP-77 Terminal Expansion (GMP) - Federal Share
01/08/2024	867692	MT Dept of Rev-CGR2	Airport	$ 359.42	AIP-77 Terminal Expansion(GMP)- Ineligible Loc Share
01/08/2024	867692	MT Dept of Rev-CGR2	Airport	$ 424.86	AIP-77 Terminal Expansion (GMP) - Loc Share
01/08/2024	867692	MT Dept of Rev-CGR2	Facilities	$ 50.50	Dec 2023 Monthly Service Contract- Stillwater Building
01/08/2024	867692	MT Dept of Rev-CGR2	Wastewater	$ 816.05	WO 22-15 WRF Roof Replacement
01/08/2024	867693	Nachurs Alpine Solutions	Airport	$ 23,627.17	Invoice #IN00180411. Runway De-ice Fluid
01/08/2024	867694	Napa Auto Parts	Fleet	$ 23.95	3977-535111
01/08/2024	867694	Napa Auto Parts	Fleet	$ 4.46	3977-535113
01/08/2024	867694	Napa Auto Parts	Fleet	$ 8.00	3977-535179
01/08/2024	867694	Napa Auto Parts	Fleet	$ 50.44	3977-535179
01/08/2024	867694	Napa Auto Parts	Fleet	$ 56.15	3977-535445
01/08/2024	867694	Napa Auto Parts	Fleet	$ 26.80	3977-535447
01/08/2024	867694	Napa Auto Parts	Fleet	$ 11.22	3977-536189
01/08/2024	867694	Napa Auto Parts	Fleet	$ 27.68	3977-536216
01/08/2024	867694	Napa Auto Parts	Fleet	$ 9.12	3977-536223
01/08/2024	867694	Napa Auto Parts	Fleet	$ 14.61	3977-536223
01/08/2024	867694	Napa Auto Parts	Fleet	$ 26.58	3977-536223
01/08/2024	867694	Napa Auto Parts	Fleet	$ 19.28	3977-536387
01/08/2024	867694	Napa Auto Parts	Fleet	$ 30.06	3977-536420
01/08/2024	867694	Napa Auto Parts	Fleet	$ 60.21	3977-536577
01/08/2024	867694	Napa Auto Parts	Fleet	$ 10.32	3977-536577
01/08/2024	867694	Napa Auto Parts	Fleet	$ 17.26	3977-536578

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	867694	Napa Auto Parts	Fleet	$ 214.37	3977-537238
01/08/2024	867694	Napa Auto Parts	Fleet	$ 193.00	3977-537238
01/08/2024	867694	Napa Auto Parts	Fleet	$ 23.50	3977-537408
01/08/2024	867694	Napa Auto Parts	Fleet	$ 4.46	3977-537524
01/08/2024	867694	Napa Auto Parts	Fleet	$ 8.95	3977-537588
01/08/2024	867694	Napa Auto Parts	Fleet	$ 26.00	3977-537589
01/08/2024	867694	Napa Auto Parts	Fleet	$ 13.41	3977-537675
01/08/2024	867694	Napa Auto Parts	Fleet	$ 158.00	3977-537675
01/08/2024	867694	Napa Auto Parts	Fleet	$ 30.00	3977-538041
01/08/2024	867694	Napa Auto Parts	Fleet	$ 205.45	3977-538136
01/08/2024	867694	Napa Auto Parts	Fleet	$ 11.46	3977-538160
01/08/2024	867694	Napa Auto Parts	Fleet	$ 101.59	3977-538315
01/08/2024	867694	Napa Auto Parts	Fleet	$ 9.48	3977-538354
01/08/2024	867694	Napa Auto Parts	Fleet	$ 63.00	3977-538591
01/08/2024	867694	Napa Auto Parts	Fleet	$ 3.76	3977-538609
01/08/2024	867694	Napa Auto Parts	Fleet	$ 91.99	3977-538835
01/08/2024	867694	Napa Auto Parts	Fleet	$ 14.49	3977-538916
01/08/2024	867694	Napa Auto Parts	Fleet	$ 8.59	3977-538916
01/08/2024	867694	Napa Auto Parts	Fleet	$ 9.49	3977-538916
01/08/2024	867694	Napa Auto Parts	Fleet	$ 8.88	3977-538962
01/08/2024	867694	Napa Auto Parts	Fleet	$ 41.31	3977-539031
01/08/2024	867694	Napa Auto Parts	Fleet	$ 32.85	3977-539032
01/08/2024	867694	Napa Auto Parts	Fleet	$ 40.14	3977-539032
01/08/2024	867694	Napa Auto Parts	Fleet	$ 23.04	3977-539032
01/08/2024	867694	Napa Auto Parts	Fleet	$ 46.11	3977-539069
01/08/2024	867694	Napa Auto Parts	Fleet	$ 62.74	3977-539180
01/08/2024	867694	Napa Auto Parts	Fleet	$ 47.38	3977-539262
01/08/2024	867694	Napa Auto Parts	Fleet	$ 49.12	3977-539288
01/08/2024	867694	Napa Auto Parts	Fleet	$ 276.00	3977-539857
01/08/2024	867694	Napa Auto Parts	Fleet	$ 188.28	3977-539857
01/08/2024	867694	Napa Auto Parts	Fleet	$ 397.60	3977-539857
01/08/2024	867694	Napa Auto Parts	Fleet	$ 22.34	3977-539858
01/08/2024	867694	Napa Auto Parts	Public Safety	$ 129.99	3977-535179
01/08/2024	867694	Napa Auto Parts	Street/Traffic	$ 9.18	inv#3977-538871wheel nut for unit 1169

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01/08/2024	867694	Napa Auto Parts	Wastewater	$ 4.38	3977-539101 - CUSHION CLAMP
01/08/2024	867694	Napa Auto Parts	Water	$ 45.02	3977-538258 - OEM TERMINALS
01/08/2024	867695	Napa-MET	Transit	$ 23.55	3977-537991_Degreaser & Sprayer Repair Kit
01/08/2024	867695	Napa-MET	Transit	$ (35.84)	3977-538418. Battery Maintainer Warranty
01/08/2024	867695	Napa-MET	Transit	$ (5.64)	3977-538418. Boot Seal
01/08/2024	867695	Napa-MET	Transit	$ 60.90	3977-538566_Oil Filter
01/08/2024	867695	Napa-MET	Transit	$ (17.56)	3977-538686. Pump Repair Kit
01/08/2024	867695	Napa-MET	Transit	$ 16.88	3977-539422. Serpentine Belt
01/08/2024	867695	Napa-MET	Transit	$ 4,998.00	3977-539842. Pressure Washer
01/08/2024	867700	NorthWestern Energy	Airport	$ 35,864.21	0100482-9. Main Vault. December 2023
01/08/2024	867700	NorthWestern Energy	Airport	$ 405.39	0712792-1. IP-7. December 2023
01/08/2024	867700	NorthWestern Energy	Airport	$ 1,080.41	0712800-2. IP-9. December 2023
01/08/2024	867700	NorthWestern Energy	Airport	$ 649.27	0712809-3. IP-11/12 Alpine. December 2023
01/08/2024	867700	NorthWestern Energy	Engineering	$ 836.51	1741314-7
01/08/2024	867700	NorthWestern Energy	Engineering	$ 56.17	December
01/08/2024	867700	NorthWestern Energy	Facilities	$ 7,431.63	0100507-3
01/08/2024	867700	NorthWestern Energy	Facilities	$ 8,294.83	3927205-9
01/08/2024	867700	NorthWestern Energy	General	$ 1,303.81	0100506-5
01/08/2024	867700	NorthWestern Energy	General	$ 113.96	0712539-6
01/08/2024	867700	NorthWestern Energy	General	$ 217.61	0712683-2
01/08/2024	867700	NorthWestern Energy	General	$ 11.62	1635289-0
01/08/2024	867700	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
01/08/2024	867700	NorthWestern Energy	Park Dist 1	$ 82.03	1160780-1
01/08/2024	867700	NorthWestern Energy	Park Dist 1	$ 5.11	1230066-1
01/08/2024	867700	NorthWestern Energy	Parking	$ 600.07	0720829-1
01/08/2024	867700	NorthWestern Energy	Parking	$ 2,336.34	0720834-1
01/08/2024	867700	NorthWestern Energy	Parking	$ 1,711.77	1569636-2
01/08/2024	867700	NorthWestern Energy	Parking	$ 1,349.71	1594282-4
01/08/2024	867700	NorthWestern Energy	Parking	$ 700.04	3279035-4
01/08/2024	867700	NorthWestern Energy	Parking	$ 122.72	3463478-2
01/08/2024	867700	NorthWestern Energy	Parks Maint	$ 190.71	1059093-3
01/08/2024	867700	NorthWestern Energy	Public Safety	$ 659.97	0712537-0
01/08/2024	867700	NorthWestern Energy	Public Safety	$ 446.79	0720840-8
01/08/2024	867700	NorthWestern Energy	Public Safety	$ 316.78	1984150-1

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01/08/2024	867700	NorthWestern Energy	Public Safety	$ 291.13	1984155-0
01/08/2024	867700	NorthWestern Energy	Public Safety	$ 2,516.31	3448739-7
01/08/2024	867700	NorthWestern Energy	Public Safety	$ 101.92	4045328-4
01/08/2024	867700	NorthWestern Energy	Radio	$ 162.90	1006915-1
01/08/2024	867700	NorthWestern Energy	Street/Traffic	$ 5.72	2047000-1
01/08/2024	867700	NorthWestern Energy	Street/Traffic	$ 5.87	2047011-8
01/08/2024	867700	NorthWestern Energy	Transit	$ 6.00	0712764-0
01/08/2024	867700	NorthWestern Energy	Transit	$ 384.11	1784756-7
01/08/2024	867700	NorthWestern Energy	Wastewater	$ 1,563.92	2132749-9
01/08/2024	867700	NorthWestern Energy	Water	$ 750.26	0100478-7
01/08/2024	867700	NorthWestern Energy	Water	$ 6,554.67	0100540-4
01/08/2024	867700	NorthWestern Energy	Water	$ 213.77	0722252-4
01/08/2024	867700	NorthWestern Energy	Water	$ 2,330.99	0723043-6
01/08/2024	867705	Petty Cash CCSIU	PD Program	$ 7,479.25	Reimbursement of CCSIU Petty Cash
01/08/2024	ACH	RDO Equipment	Wastewater	$ 93,674.45	John Deere 4X4 Backhoe/Loader Tractor
01/08/2024	ACH	RDO Equipment	Water	$ 140,511.68	John Deere 4X4 Backhoe/Loader Tractor
01/08/2024	867709	Reliable Mech & Cntrls	Facilities	$ 4,999.50	Dec '23 Monthly Service Contract-Stillwater Building
01/08/2024	867710	Rocky Mtn Compost	Park Dist 1	$ 464.00	playground chips for big sky elementary - 25806
01/08/2024	867710	Rocky Mtn Compost	Park Dist 1	$ 3,770.00	playground chips for zone 1 - 25698
01/08/2024	867711	Rocky Mtn Health Network	City Ins Fund	$ 8,000.00	Jan '24 Healthy Is Wellness Change Program
01/08/2024	867714	Sanderson Stewart	Planning	$ 6,089.00	Dec '23; Safe Routes to School Plan Phase II
01/08/2024	867717	Skewis	P.W. Admin	$ 3,379.38	Fall 2023 Tuition Reimbursement
01/08/2024	867718	Sletten Construction	Airport	$ 378,545.54	AIP-77 Terminal Expansion (GMP) - Fed Share
01/08/2024	867718	Sletten Construction	Airport	$ 35,582.73	AIP-77 Terminal Expansion(GMP)- Ineligible Loc Share
01/08/2024	867718	Sletten Construction	Airport	$ 42,060.62	AIP-77 Terminal Expansion (GMP) - Loc Share
01/08/2024	867720	Solid Waste Systems	Fleet	$ 943.00	163507
01/08/2024	867720	Solid Waste Systems	Fleet	$ 26.29	163507
01/08/2024	867720	Solid Waste Systems	Fleet	$ 5,565.18	163512
01/08/2024	867720	Solid Waste Systems	Fleet	$ 65.49	163512
01/08/2024	867720	Solid Waste Systems	Fleet	$ 56.20	163596
01/08/2024	867720	Solid Waste Systems	Fleet	$ 2,023.00	163596
01/08/2024	867720	Solid Waste Systems	Fleet	$ 1,009.92	163596
01/08/2024	867720	Solid Waste Systems	Fleet	$ 1,146.40	163655
01/08/2024	867720	Solid Waste Systems	Fleet	$ 998.28	163655

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01/08/2024	867720	Solid Waste Systems	Fleet	$ 199.63	163655
01/08/2024	867723	St V's Occupational Health	Airport	$ 95.00	Drug Testing, DOT Physical, Hep B Shots, Onsite Nurse
01/08/2024	867723	St V's Occupational Health	City Ins Fund	$ 40.00	Drug Testing, DOT Physical, Hep B Shots, Onsite Nurse
01/08/2024	867723	St V's Occupational Health	City Ins Fund	$ 540.00	Drug Testing, DOT Physical, Hep B Shots, Onsite Nurse
01/08/2024	867723	St V's Occupational Health	Fleet	$ 190.00	Drug Testing, DOT Physical, Hep B Shots, Onsite Nurse
01/08/2024	867723	St V's Occupational Health	General	$ 1,330.00	Drug Testing, DOT Physical, Hep B Shots, Onsite Nurse
01/08/2024	867723	St V's Occupational Health	Public Safety	$ 750.00	Drug Testing, DOT Physical, Hep B Shots, Onsite Nurse
01/08/2024	867723	St V's Occupational Health	Solid Waste	$ 389.00	Drug Testing, DOT Physical, Hep B Shots, Onsite Nurse
01/08/2024	867723	St V's Occupational Health	Street/Traffic	$ 294.00	Drug Testing, DOT Physical, Hep B Shots, Onsite Nurse
01/08/2024	867723	St V's Occupational Health	Transit	$ 380.00	Drug Testing, DOT Physical, Hep B Shots, Onsite Nurse
01/08/2024	867723	St V's Occupational Health	Water	$ 50.00	Drug Testing, DOT Physical, Hep B Shots, Onsite Nurse
01/08/2024	867724	Staley Family Trust	Wastewater	$ 4,800.00	.178 Acre Right-of-Way Easement
01/08/2024	867724	Staley Family Trust	Wastewater	$ 19,500.00	.785 Acre Right-of-Way Easement
01/08/2024	ACH	Town & Country	Airport	$ 20,820.99	Invoice #441630. QTA Car Rental Fuel
01/08/2024	ACH	Town & Country	Fleet	$ 2.48	441662
01/08/2024	ACH	Town & Country	Fleet	$ 2,903.07	441662
01/08/2024	ACH	Town & Country	Fleet	$ 4,130.84	441662
01/08/2024	ACH	Town & Country	Fleet	$ 3,452.90	441662
01/08/2024	ACH	Town & Country	Fleet	$ 7,220.08	441662
01/08/2024	ACH	Town & Country	Transit	$ 16,997.23	441626. Dyed #2 Diesel
01/08/2024	ACH	Town & Country	Transit	$ 5,203.60	442188. 2000 Gallons Unleaded
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 14.99	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 55.63	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 4.60	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 131.99	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 29.99	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 115.00	A1 Jds Lock - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 1,230.85	Air Freight Mgmt Conf And - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 13.47	Albertsons #0038 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 26.97	Albertsons #4025 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 67.95	Amazon.Com*A885X7G23 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 88.72	Amzn Mktp Us*7Z3Sj0Jq3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 224.44	Amzn Mktp Us*E02Qb8Hp3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 103.68	Amzn Mktp Us*Ue5Xs5Xt3 - PCard

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01/08/2024	ACH	U.S. Bank PCards	Airport	$ 379.20	Applied Ind Tech 2422 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 267.30	Archie Cochrane Ford - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 68.00	Batteries+Bulbs #0253 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 383.98	Bestbuycom806857736045 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 36.96	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 39.88	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 29.49	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 6.32	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 98.64	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 2,736.00	Billings Overhead Door In - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 30.80	Carquest 3103 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 69.00	Certified Training Instit - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 305.00	Civil Air Patrol Magazin - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 288.00	Creative Monograms Smb - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 103.99	Dtv*Directv Service - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 53.97	Ebay O*24-10958-44619 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 145.63	Ecolab Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 218.58	Ecolab Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 126.94	Ecolab Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 140.08	Ecolab Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 206.99	Edge Construction Supp - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 74.92	Evergreen Ace Hardware - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 129.98	First Tactical - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 172.45	Galls - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 89.00	Garden Girl Flowers - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 153.10	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 51.09	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 167.55	Graybar Electric - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 99.99	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 159.99	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 109.99	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 39.94	Heights Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 7.98	Heights Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 2.40	Heights Ace Hdwe - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 95.88	Hobby-Lobby #251 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 89.00	In *Cotter'S Sewer, Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 720.00	In *Raised In The West - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 43.13	Insight Public Sector - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 254.52	Jares Fence Company Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 7.54	Jares Fence Company Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 2,646.41	Kb Commercial Products - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 2,679.06	Kb Commercial Products - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 58.98	Kimball Midwest Payeezy - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 33.98	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 127.84	Lapraac Admin - Ecom - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 397.92	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 169.66	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 1,552.00	Lp Anderson - Point S, Dt - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 301.65	Mb Companies - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 131.00	Montana Radiator Works - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 19.74	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 77.82	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 1,533.37	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 289.29	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 985.28	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 57.60	Norco Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 151.20	Norco Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 57.34	Norco Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 181.03	North Coast Electric - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 967.93	Northwest Pipe Fittings - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 352.24	Novavision Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 1,373.22	Nwestco - 003 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 2,592.39	Nwestco - 003 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 14.49	Office Depot #2135 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 251.45	Office Depot #2135 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 239.98	Office Depot #2135 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 176.96	Office Depot #450 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 62.64	O'Reilly 1551 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 252.00	Quadient Inc Payconnex - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 325.29	Rdoce Bil 020112 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 17.00	Redds Prints & Signs Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 75.00	Reliable Tent & Tipi - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 290.82	Safety Kleen Systems - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 142.32	Schnitzer Steel Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 44.34	Schnitzer Steel Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 70.00	Spic And Span - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 502.00	Sq *Hotsy Wy-Mont - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 308.20	Sq *Hotsy Wy-Mont - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 520.00	Sq *Skyline Services, Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 2,962.70	Standard Signs Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 1,494.90	State Chemic*State Che - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 30.35	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 181.86	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 768.00	Thomson West*Tcd - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 378.46	Tractor & Equipment - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 378.46	Tractor & Equipment - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 67.96	Tractor-Supply-Co #0303 - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 1,500.00	Transportation Security C - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 93.15	Universal Awards - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 1,900.00	Wpy*Mead & Hunt - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 4,825.56	Yellowstone Electric Comp - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 4,524.42	Yellowstone Electric Comp - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 1,520.00	Yellowstone Electric Comp - PCard
01/08/2024	ACH	U.S. Bank PCards	Airport	$ 16.59	Zoom.Us 888-799-9666 - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ (45.18)	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ (33.38)	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 48.95	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ (166.20)	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 5.44	Albertsons #4025 - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 29.95	Amzn Mktp Us*6X89O1Y13 - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 116.03	Amzn Mktp Us*Bm6Z72P83 - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 9.99	Amzn Mktp Us*Mc8663Te3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 55.89	Amzn Mktp Us*Ty25P1Iw3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 62.18	Amzn Mktp Us*Yl37H76Y3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 350.00	Billings Construction Sup - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 103.00	Chalet Market Downtown - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 34.51	Econoprint - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 100.00	Int'L Code Council Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 44.50	Int'L Code Council Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 758.63	Int'L Code Council Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 77.00	Int'L Code Council Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 194.00	Int'L Code Council Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 34.08	Kelley Connect - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 14.99	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 5.62	Sams Club #4805 - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 33.35	Samsclub #4805 - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 380.00	Sq *Auto Auction Of Monta - PCard
01/08/2024	ACH	U.S. Bank PCards	Building	$ 18.96	Wm Supercenter #1956 - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 42.75	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 11.41	Albertsons #0047 - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 41.82	Amazon.Com*Zh79015C3 - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 22.38	Amzn Mktp Us*3W86Y6Dw3 - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 72.69	Amzn Mktp Us*Hw15N0Zi3 - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 12.95	Canva* I03983-62706340 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 70.00	Cham Thai - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 7.40	City Of Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 86.10	Cke*The Sassy Biscui 115 - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 1,755.32	Cncs - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 1,755.32	Cncs - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 34.51	Econoprint - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 19.75	Jimmy Johns - 1646 - E - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 42.00	Mackenzie River Pizza - - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 17.10	Usps Po 2907800103 - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 10.20	Usps Po 2907830104 - PCard
01/08/2024	ACH	U.S. Bank PCards	CDBG	$ 4.48	Wal-Mart #2923 - PCard
01/08/2024	ACH	U.S. Bank PCards	Court Grants	$ 60.00	Exxon Billings 11 #1053 - PCard
01/08/2024	ACH	U.S. Bank PCards	Court Grants	$ 60.00	Wal-Mart #2923 - PCard
01/08/2024	ACH	U.S. Bank PCards	Court Grants	$ 71.88	Wm Supercenter #2923 - PCard
01/08/2024	ACH	U.S. Bank PCards	Court Grants	$ 16.59	Zoom.Us 888-799-9666 - PCard
01/08/2024	ACH	U.S. Bank PCards	Engineering	$ 417.02	In *Timemark Incorporated - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 106.62	(Pc) 0725 Ced - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 78.20	(Pc) 0725 Ced - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 21.61	(Pc) 0725 Ced - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 17.74	(Pc) 0725 Ced - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 75.00	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 12.50	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 266.94	Air Controls-Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 433.35	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 577.38	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 11.69	Amzn Mktp Us*Bx0Tj4Kc3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 720.00	Billings Overhead Door In - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 163.30	Ecolab Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 103.28	Fehr Bros Industries Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 619.47	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 422.01	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 406.90	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 116.96	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 21.99	Harbor Freight Tools 207 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 6.99	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 25.96	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 131.12	Hose And Rubber Supply Ra - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 600.00	Int'L Code Council - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 150.00	Int'L Code Council - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 176.98	Kb Commercial Products - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 944.10	Kb Commercial Products - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 7.99	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 9.99	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 23.99	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 279.21	Radwell International - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 26.25	Spinfresh Laundry - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 22.00	Spinfresh Laundry - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 22.75	Spinfresh Laundry - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 45.50	Spinfresh Laundry - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 63.00	Spinfresh Laundry - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 19.25	Spinfresh Laundry - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 140.00	Sq *Skyline Services, Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 9.96	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 1.74	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 70.94	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 32.93	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 12.97	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 297.82	The Home Depot 3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 7.50	West End Lock And Securit - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 138.00	Western Flag And Banner - PCard
01/08/2024	ACH	U.S. Bank PCards	Facilities	$ 55.88	Wm Supercenter #1956 - PCard
01/08/2024	ACH	U.S. Bank PCards	Fleet	$ 108.38	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Fleet	$ 750.00	Cummins Osm - PCard
01/08/2024	ACH	U.S. Bank PCards	Fleet	$ 504.00	Oil Price Info Serv - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 106.18	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 51.99	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 3,446.75	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 45.00	360 Office Solutions Inc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	General	$ 45.00	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 269.71	4Imprint, Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 86.00	A And H Turf And Specialt - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 38.00	Aaim - Services - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 12.99	Adobe *Acrobat Std - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 60.63	Adobe *Creative Cloud - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ (41.20)	Adobe *Creative Cloud - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 54.99	Adobe *Creative Cloud - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 14.99	Adobe *Pdf Pack Subs - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 19.99	Adobe Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 12.25	Albertsons #0038 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 73.18	Albertsons #0038 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 45.32	Albertsons #0038 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 14.95	Albertsons #1227 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 50.92	Albertsons #4025 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 5.59	Albertsons #4025 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 116.90	Amazon.Com*D893A1303 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 179.97	Amazon.Com*Kj1Wu16V3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 9.48	Amazon.Com*P72Ed0Zu3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 59.84	Amazon.Com*Pr34Y3Uk3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 75.00	American Assoc Of Code - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 75.00	American Assoc Of Code - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 4.99	Ampd Strong - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 14.99	Ampd Strong - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 569.97	Amzn Mktp Us*303X15S73 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 57.75	Amzn Mktp Us*4H2Jd4E13 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 49.95	Amzn Mktp Us*5A1H42Zs3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 16.99	Amzn Mktp Us*727157P33 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 171.09	Amzn Mktp Us*7429R3B13 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 7.99	Amzn Mktp Us*7E4Bk0Al3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 24.00	Amzn Mktp Us*965Om1Km3 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	General	$ 264.89	Amzn Mktp Us*Ab3514Ch3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 39.85	Amzn Mktp Us*Ai5096Hj3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 29.99	Amzn Mktp Us*D37Bs2Bg3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 69.23	Amzn Mktp Us*Db72G1Mo3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 43.16	Amzn Mktp Us*E629491I3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 37.21	Amzn Mktp Us*Fv44M3Xc3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 277.49	Amzn Mktp Us*Gj65F8Qc3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 35.98	Amzn Mktp Us*Jv27W5Gn3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 55.99	Amzn Mktp Us*M70Zk4Rv3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 51.98	Amzn Mktp Us*Md7Rp0Qn3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 459.98	Amzn Mktp Us*Tc4C55By3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 207.90	Amzn Mktp Us*W232Q4Z93 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 267.23	Amzn Mktp Us*X11Ct1Ud3 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 45.87	Arbor Day Foundation - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 89.75	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 67.93	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 35.00	Bin 119 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 41.50	Bin 119 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 145.97	Buddy Punch - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 95.00	Bur Of Bus Econ Res Um - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 78.00	Cape Air Di 3062402237671 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 88.00	Cape Air Di 3062402237680 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 88.00	Cape Air Di 3062402237682 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 1,725.00	Cool River Roasting - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 52.86	Costco Whse #1644 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 78.86	Costco Whse #1644 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 138.00	Creative Monograms Smb - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 57.00	Creative Monograms Smb - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 144.00	Creative Monograms Smb - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 16.00	Creative Monograms Smb - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 31.25	Dollar Tree - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 110.45	Domino'S 7003 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 143.92	Econo Print - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 143.92	Econo Print - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	General	$ 160.15	Econo Print - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 34.51	Econoprint - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 595.84	Econoprint - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 142.50	Graphic Imprints - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 43.96	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 58.90	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 495.88	Heights Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 258.14	Jersey Mikes Online Orde - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 69.95	Jimmy Johns - 1646 - E - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 331.50	Juli Pierce Law Pllc - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 34.08	Kelley Connect - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 524.32	Kelley Connect - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 13.48	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 61.94	Knife River 5601 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 50.94	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 74.70	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 22.31	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ (16.98)	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 416.00	Lundvall Law Office - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 89.00	National Academy Of Sport - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 95.00	National Institute Of Go - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 38.00	Northern Hotel - Berni - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 470.00	Northwest Seed-Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 513.95	Oak Hall Cap & Gown - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 16.79	Office Depot #1080 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 3.48	Office Depot #1080 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 16.59	Office Depot #1080 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 3.58	Office Depot #1080 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 16.58	Office Depot #1080 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 134.99	O'Reilly 1551 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 54.00	Pepsicola Bottling Compan - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 2.99	Remarkable - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 2.99	Remarkable - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 5.80	Sams Club #4805 - PCard

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01/08/2024	ACH	U.S. Bank PCards	General	$ 19.84	Samsclub #4805 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 34.37	Samsclub #4805 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 12.99	Shamrock Fsw590 Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 269.95	Shipton'S Big R Heights - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 59.99	Shipton'S Big R Heights - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 67.96	Shipton'S Big R West - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 188.95	Sp Helm Publishing - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 204.99	Sp Mlw Wiffle Ball - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 79.99	Spectrum - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 10.99	Spotify Usa - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 252.95	Sq *Digital Layer Design - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 136.37	Sq *Veronika'S - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 92.60	Stellas Kitchen & Bakery - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 39.65	Target 00013334 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 22.97	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 25.60	The Rubber Stamp Shop, - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 181.44	The Webstaurant Store Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 1,916.25	Thomson West*Tcd - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 52.85	Tire Rama 101 Bc - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 5.00	Utah Courts Xchange - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 99.85	Wal-Mart #1956 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 120.35	Wal-Mart #2923 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 15.47	Wal-Mart #2923 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 87.50	Wheniwork.Com - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 77.55	Wm Supercenter #2923 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 16.08	Wm Supercenter #2923 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 43.45	Www.Rockcreekcoffee.Co - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 399.00	Www.Theseminargroup.Ne - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 23.22	Yellowstone County Treas - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 18.99	Zoom.Us 888-799-9666 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 58.09	Zoom.Us 888-799-9666 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Us 888-799-9666 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	General	$ 49.00	Zoom.Us 888-799-9666 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 47.97	Zoom.Us 888-799-9666 - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 72.39	Zumba Fitness - PCard
01/08/2024	ACH	U.S. Bank PCards	General	$ 35.00	Zumbini - PCard
01/08/2024	ACH	U.S. Bank PCards	IT Resources	$ 34.50	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	IT Resources	$ 124.99	Amazon.Com*Qj9Qi53R3 - PCard
01/08/2024	ACH	U.S. Bank PCards	IT Resources	$ 33.10	Amzn Mktp Us*6H5772I43 - PCard
01/08/2024	ACH	U.S. Bank PCards	IT Resources	$ 197.45	Amzn Mktp Us*Ai5096Hj3 - PCard
01/08/2024	ACH	U.S. Bank PCards	IT Resources	$ 125.06	Amzn Mktp Us*Z110K83I3 - PCard
01/08/2024	ACH	U.S. Bank PCards	IT Resources	$ 34.51	Econoprint - PCard
01/08/2024	ACH	U.S. Bank PCards	IT Resources	$ 80.00	Gisjobscom - PCard
01/08/2024	ACH	U.S. Bank PCards	IT Resources	$ 4.00	Lil' Market Groceri - PCard
01/08/2024	ACH	U.S. Bank PCards	IT Resources	$ (3.85)	Lil' Market Groceries - PCard
01/08/2024	ACH	U.S. Bank PCards	IT Resources	$ (0.15)	Lil' Market Groceries - PCard
01/08/2024	ACH	U.S. Bank PCards	IT Resources	$ 25.00	Paypal *Gisjobsclea - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 453.06	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 111.18	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 27.36	Albertsons #4025 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 19.91	Albertsons #4025 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 16.98	Albertsons #4025 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 24.76	Albertsons 3367 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 52.99	Amazon.Com*6255K21X3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 11.85	Amazon.Com*9T7Qa0Gh3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 23.95	Amazon.Com*9V21X9P73 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 29.94	Amazon.Com*D90Zs5Hi3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 25.99	Amazon.Com*Dh9X76183 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 13.29	Amazon.Com*Ff6Te6O23 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 18.73	Amazon.Com*Ka6126Ps3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 19.96	Amazon.Com*Kc3Q29Ta3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 63.48	Amazon.Com*Lf9Mt1Ho3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 200.74	Amazon.Com*N22Jz2Ab3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 11.43	Amazon.Com*Rh4Dg74P3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 51.40	Amazon.Com*Rk8Tx4Ln3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 18.71	Amazon.Com*Rt5Yh21D3 - PCard

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01/08/2024	ACH	U.S. Bank PCards	Library	$ 93.24	Amazon.Com*Tq2Fn5M13 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 6.99	Amazon.Com*U12684Kz3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 11.70	Amazon.Com*Vk7Zg0Gw3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 6.49	Amazon.Com*Xt35A8B93 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 6.44	Amazon.Com*Y49Yy9Zv3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 101.08	Amazon.Com*Yy8G30Ai3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 202.23	Amazon.Com*Zf8Uc3Ck3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 209.00	American Library Assoc - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 30.64	Amzn Mktp Us*3F7Z86573 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 17.40	Amzn Mktp Us*5Z9Ks3Qu3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 63.45	Amzn Mktp Us*764Oz70G3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 10.98	Amzn Mktp Us*9U8Xo1I63 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 29.99	Amzn Mktp Us*9Y5Kf7863 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 34.94	Amzn Mktp Us*Ac58D6193 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 10.99	Amzn Mktp Us*C975K1X53 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 23.99	Amzn Mktp Us*E38Eb2Ob3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 8.95	Amzn Mktp Us*En6Vj3G23 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 43.68	Amzn Mktp Us*Gh50Z3Jv3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 19.99	Amzn Mktp Us*Gn9Gj0Mz3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 14.64	Amzn Mktp Us*H06955Yr3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 15.40	Amzn Mktp Us*Hx8Nx1Bm3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 40.47	Amzn Mktp Us*Qk51P47K3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 5.97	Amzn Mktp Us*Td6Dm6N83 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 29.09	Amzn Mktp Us*Tm8Dt13X2 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 39.95	Amzn Mktp Us*Uy7H901K3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 53.95	Amzn Mktp Us*V05Bq1Ma3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 45.41	Amzn Mktp Us*Ya4Fz1Wp3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 12.99	At Home Store 281 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 1,120.00	Aunt Flow - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 38.90	Big Lots Stores - #1923 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 33.10	Billings Hardware & Servi - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 43.19	Billings Hardware & Servi - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 1,723.95	Collaborative Summer Libr - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 21.95	Collaborative Summer Libr - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Library	$ 2,100.00	Dj Fast Pay - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 23.75	Dollar Tree - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 6.25	Dollar Tree - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 60.76	Econo Print - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 22.88	Facebk 72Jz53Grq2 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 50.00	Facebk Dcrvkwfqq2 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 2.63	Facebk Y2V763Grq2 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 1,554.20	Faronics Technologies Usa - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 10.60	Fastenal Company 01Mtbll - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 30.00	Gan*1094Grfalltribcirc - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 60.00	Gan*1094Grfalltribcirc - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 34.00	Gan*Usatodaycirc - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 124.60	Gaylord Bros Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 16.06	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 212.30	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 15.85	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 359.98	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 54.99	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 59.99	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 442.38	Homedepot.Com - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 69.94	Homedepot.Com - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 1,804.14	Kb Commercial Products - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 1,911.99	Kb Commercial Products - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 43.34	Laurel Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 12.58	Laurel Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 69.96	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 10.99	Microsoft*Console 1 Month - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 25.00	Montana Library Associati - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 140.00	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 4.61	Napa Store 3547007 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 45.00	Petsmart # 0393 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 2,538.25	Py *Mosaic Threads, Llc - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 19.68	Sams Club #4805 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 520.00	Simply Family Magazine, I - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Library	$ 39.00	Sixt Rent A Car - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ (20.78)	Sp Quickshipkeys.Com - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 50.00	Sq *This House Of Books - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 15.00	Sq *This House Of Books - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 125.08	Target 00013334 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 51.72	Target.Com * - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 83.88	The Home Depot 3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 167.94	Uline *Ship Supplies - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 150.28	University Products In - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 20.92	Usa Clean By Jon-Don - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 82.30	Wal-Mart #2923 - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 459.98	Www Costco Com - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 79.78	Zoro Tools Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Library	$ 370.99	Zoro Tools Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 551.63	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 22.71	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 39.50	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 119.97	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 83.88	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 9.34	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 522.00	Accounting Professional E - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 135.25	Amazon.Com*Lr2Zg7723 - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 259.99	Amzn Mktp Us*0W27I5Ll3 - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 179.00	B2B Prime*5Y4C76Gj3 - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 26.99	Billingsgazettethriftynck - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 13.75	Dollar Tree - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 81.75	Dollar Tree - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 22.11	Easykeyscom Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 80.00	Family Dollar - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 6.85	Lil' Market Groceri - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 99.99	Microsoft*Store - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 350.80	Norlab Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 2.00	Party America Billings He - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 41.00	Party America Billings He - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 387.55	Paypal *Genuinemark - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 619.85	Qdoba 2664 - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 53.96	Topz Sandwich Company - PCard
01/08/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 16.59	Zoom.Us 888-799-9666 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 80.00	A And H Turf And Specialt - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 165.00	Amazon.Com*2E39412R3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 250.80	American Swing Products, - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 193.60	American Swing Products, - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 308.00	American Swing Products, - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 23.47	Amzn Mktp Us*7E4Bk0Al3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,499.80	Amzn Mktp Us*Be7Hq1Gc3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 11.69	Amzn Mktp Us*Lf5Mp1Pf3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 100.97	Archie Cochrane Ford - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 26.47	Autozone #3772 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 29.99	Basecamp Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 110.03	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 113.23	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 70.31	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 107.13	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 81.12	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 89.14	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 30.53	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 30.81	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 278.22	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 944.58	Border States Industries - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 32.56	Border States Industries - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 55.24	Buildersfirstsource64021 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 247.74	C & B Operations Llc - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 99.98	Cab Store Billings, Mt - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 18.92	Carquest 3104 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 121.76	Denny Menholt Chevrolet - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 4.59	Evergreen Ace Hardware - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 65.00	Famousfootwear#2195 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 6.90	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 43.26	Heights Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 33.99	Heights Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 33.98	Heights Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 31.80	Heights Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 200.31	Interstate Battery Of The - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 20.95	Isa - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 150.00	Isa - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 150.00	Isa - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 3.74	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 19.95	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 91.96	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 26.56	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 28.94	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 12.99	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 35.98	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 411.07	Knife River 5601 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 259.72	Knife River 5601 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 45.00	Lisacs Billingstire Sp - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 301.74	Lithia Cjd Of Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 104.70	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 52.48	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 35.94	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 172.38	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 64.00	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 273.52	Midland Implement Co - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 699.09	Midland Implement Co - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,552.43	Midland Implement Co - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1.57	Midland Implement Co - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 387.16	Midland Implement Co - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 402.90	Midland Implement Co - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 503.13	Midland Implement Co - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 171.86	Midland Implement Co - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 164.00	Mountain Supply - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 241.93	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 107.16	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 26.44	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 89.00	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 34.99	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 130.29	Nc The Cat Rental Stor - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ (92.88)	Northwest Pipe Fittings - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 13.25	Northwest Pipe Fittings - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 3.47	Office Depot #1080 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 17.09	Office Depot #1080 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 18.49	Office Depot #450 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 631.04	Pacific Steel Branch #02 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 84.19	Pacific Steel Branch #02 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 47.67	Pacific Steel Branch #02 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 417.00	Ratco Llc - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 150.00	Red Wing Shoes #998 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 140.00	Scheels Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 15.00	Scheels Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 45.99	Shipton'S Big R East - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Shipton'S Big R Heights - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 82.98	Shipton'S Big R West - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 299.99	Shipton'S Big R West - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 50.00	Shipton'S Big R West - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 200.00	Snappyduds - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 7.50	Snappyduds - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 23.98	Snappyduds - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 155.00	Snappyduds - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 135.00	Staley S Tire And Automot - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 19.97	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 46.77	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 170.17	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 115.04	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 104.73	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 50.89	The Home Depot #3101 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 52.28	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 288.98	The Home Depot 3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 239.82	The Home Depot 3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 967.96	Thomae Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 171.22	Tire Rama 105 It - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 26.08	Total Rental Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 125.95	Vermeer Mountain West, In - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 35.54	Vtu*Montana*Mvd - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 0.82	Vtu*Montana*Svc - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 28.50	West End Lock And Securit - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 12.00	West End Lock And Securit - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 23.23	Yellowstone County Treas - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 19.00	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 15.99	Zoom.Us 888-799-9666 - PCard
01/08/2024	ACH	U.S. Bank PCards	Park Prgrms	$ 209.00	International Bronze Plaq - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 415.96	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 52.50	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 90.00	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 90.00	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 493.84	Air Controls-Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 105.00	Air Controls-Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 9.90	Amzn Mktp Us*065Q09Y93 - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 25.98	Amzn Mktp Us*Rk3Cp6Kw3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ (10.00)	City Of Billings Parking - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ (10.00)	City Of Billings Parking - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 10.00	City Of Billings Parking - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ (10.00)	City Of Billings Parking - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ (10.00)	City Of Billings Parking - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ (10.00)	City Of Billings Parking - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ (10.00)	City Of Billings Parking - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ (10.00)	City Of Billings Parking - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ (10.00)	City Of Billings Parking - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ (10.00)	City Of Billings Parking - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 12.99	Costco Whse #1644 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 13.93	Costco Whse #1644 - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 14.04	Costco Whse #1644 - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 8.00	Creative Monograms Smb - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 8.00	Creative Monograms Smb - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 8.00	Creative Monograms Smb - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 206.63	Econo Print - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 6.99	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 130.35	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 29.99	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 16.99	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 25.67	Napa Store 3547004 - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 272.47	Office Depot #2135 - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 19.99	Shipton'S Big R East - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 436.51	Sp Barrier Access, L - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 1,855.09	Sp Barrier Access, L - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 35.00	Sq *Skyline Services, Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 52.00	Sumup *Paula Coram - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 50.47	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 36.52	Uline *Ship Supplies - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 36.52	Uline *Ship Supplies - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 23.00	Usps Po 2907800103 - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 65.00	West End Lock And Securit - PCard
01/08/2024	ACH	U.S. Bank PCards	Parking	$ 43.96	Yellowstone County Treas - PCard
01/08/2024	ACH	U.S. Bank PCards	Parks Maint	$ 176.00	American Swing Products, - PCard
01/08/2024	ACH	U.S. Bank PCards	Parks Maint	$ 195.50	Great Bear Native Plan - PCard
01/08/2024	ACH	U.S. Bank PCards	Parks Maint	$ 63.65	Great Bear Native Plan - PCard
01/08/2024	ACH	U.S. Bank PCards	Parks Maint	$ 27.89	Midland Implement Co - PCard
01/08/2024	ACH	U.S. Bank PCards	Parks Maint	$ 200.25	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	Parks Maint	$ 45.16	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	Parks Maint	$ 19.58	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	Parks Maint	$ 280.93	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	Parks Maint	$ 20.28	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	PD Program	$ 582.55	Amzn Mktp Us*Lj61885G3 - PCard
01/08/2024	ACH	U.S. Bank PCards	PD Program	$ 3,117.50	Enterprise Rent-A-Car - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	PD Program	$ 177.01	Hertz #0103002 - PCard
01/08/2024	ACH	U.S. Bank PCards	PD Program	$ 350.00	Homedepot.Com - PCard
01/08/2024	ACH	U.S. Bank PCards	PD Program	$ 799.96	Office Depot #1080 - PCard
01/08/2024	ACH	U.S. Bank PCards	PD Program	$ 131.26	Residence Inn Denver - PCard
01/08/2024	ACH	U.S. Bank PCards	PD Program	$ 10.50	Rocket 6546 - PCard
01/08/2024	ACH	U.S. Bank PCards	PD Program	$ 1,000.00	Uline *Ship Supplies - PCard
01/08/2024	ACH	U.S. Bank PCards	PD Program	$ 622.80	United 0162345200698 - PCard
01/08/2024	ACH	U.S. Bank PCards	Phone System	$ 14.99	Amzn Mktp Us*3L67I04A3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Phone System	$ 13.59	Amzn Mktp Us*573X90Tv3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Phone System	$ 7.99	Amzn Mktp Us*Cu2Yq1Pp3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 5.44	Albertsons #4025 - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 8.99	Amazon.Com*3W7Kw6Fa3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 195.00	American Planning A - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 750.00	American Planning A - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 100.00	American Planning A - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 255.00	American Planning A - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 255.00	American Planning A - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 343.00	American Planning Associ - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 42.00	American Water Technol - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 67.37	Amzn Mktp Us*0H4E23X73 - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 32.49	Amzn Mktp Us*6P3Rs6Yt3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 7.89	Amzn Mktp Us*Kv5Vf7Wy3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 17.45	Amzn Mktp Us*Pe46472G3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 74.90	Anc* Newspapers.Com - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 600.83	Association Of Metropo - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 5.04	Corporate Translate - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 85.33	Econoprint - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 34.51	Econoprint - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 25.00	Facebk Msr9Dt7W92 - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 14.13	Facebk Zp4Vttxv92 - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 126.24	Jimmy Johns - 1646 - E - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 108.79	Kelley Connect - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 65.00	Montana Association Of - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 10.99	Office Depot #450 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 5.62	Sams Club #4805 - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 33.35	Samsclub #4805 - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 75.00	Sq *Miss Gigi'S Sweets - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 16.00	The Rubber Stamp Shop, - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 88.00	Tst* Tiny'S Tavern - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 129.00	Venngage.Com - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 26.00	Western Awards Engravin - PCard
01/08/2024	ACH	U.S. Bank PCards	Planning	$ 16.59	Zoom.Us 888-799-9666 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 10.47	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 68.86	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 947.60	Aarons Back Company - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 239.88	Adobe Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 17.98	Albertsons #1227 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 550.00	Alliance For Hope Intern - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 19.12	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 30.84	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 13.05	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 13.05	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 13.05	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 26.32	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 13.35	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 594.84	Amazon.Com*6J5R15Pf3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 27.00	Amazon.Com*7N3Fb7Zu3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 113.00	Amazon.Com*9413O5E03 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 84.92	Amazon.Com*Mk73L0Yd3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,249.99	Amazon.Com*Nl5I57I73 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 89.82	Amazon.Com*Rj26H9Fs3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 266.91	Amzn Mktp Us*0V7Cm0Nt3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 18.72	Amzn Mktp Us*0V7Cm0Nt3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 23.82	Amzn Mktp Us*2Y5My1B73 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 53.98	Amzn Mktp Us*6S4Eo9Lc3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 373.16	Amzn Mktp Us*7N4Rl2Q73 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 56.99	Amzn Mktp Us*9667H9Jw3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 211.64	Amzn Mktp Us*9N1L27Vj3 - PCard

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01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 7.99	Amzn Mktp Us*Ah3Ti9Eb3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 123.60	Amzn Mktp Us*At9Gv2Zr3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 419.94	Amzn Mktp Us*Fn0Lk31T3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 56.69	Amzn Mktp Us*G92L89963 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 3,639.72	Amzn Mktp Us*Ha7467Hp3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 177.52	Amzn Mktp Us*Ji11U8Ct3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 22.49	Amzn Mktp Us*Ki4K08J33 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 18.69	Amzn Mktp Us*Oa7Is8Fg3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 24.99	Amzn Mktp Us*Or99J1C83 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 18.89	Amzn Mktp Us*Ot5A916L3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 329.85	Amzn Mktp Us*P319O1Ae3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 9.48	Amzn Mktp Us*T82Sq3Zl3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 81.70	Amzn Mktp Us*Tc8T92M13 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 59.99	Amzn Mktp Us*Tx9K97Vf3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 284.99	Amzn Mktp Us*U83J67493 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 69.02	Amzn Mktp Us*V43Bs5783 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 16.99	Amzn Mktp Us*Ze23Q9Ez3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 29.99	Amzn Mktp Us*Zi2Rz7Pr3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 132.00	Apco International Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 513.00	Apco International Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 691.30	B&H Photo 800-606-6969 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 175.80	B&H Photo 800-606-6969 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 19.80	Batteries+Bulbs #0253 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ (599.98)	Best Buy 00005926 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ (1,199.97)	Best Buy 00005926 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ (1,199.97)	Best Buy 00005926 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,199.98	Bestbuycom806817304169 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,199.98	Bestbuycom806817321269 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 599.99	Bestbuycom806817323571 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 166.00	Big Sky Communications 1 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 357.61	Big Sky Fire Equipment - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 29.99	Billingsgazettethriftynck - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 65.54	Bloedorn Lumber Co- Bi - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 136.25	Chalet Market - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 155.00	Civil Air Patrol Magazin - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 29.57	Conoco - Belgrade 1 1010 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 37.42	Conoco - Belgrade 1 1010 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 35.73	Conoco - Boulder 1- 1075 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 26.04	Conoco - Boulder 1- 1075 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 25.77	Conoco - Boulder 1- 1075 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 41.66	Conoco - South Ave Market - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 50.97	Conoco - South Ave Market - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 22.20	Conoco - South Ave Market - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 40.29	Conoco - The Ole Mercanti - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 23.97	Conoco - Zoo Town Super S - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 69.39	Conoco - Zoo Town Super S - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 89.05	Continental Western Corpo - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 56.54	Corporate Translate - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 299.98	Costco Whse #1644 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 167.37	Country Inn & Suites B - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 420.50	Customink Llc - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 436.40	Delta Air 0062193320013 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 370.56	Domino'S 7138 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 780.72	Econoprint - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 450.12	Econoprint - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 109.00	Efx*Infoservices - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 109.00	Efx*Infoservices - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 559.18	Emergency Medical Produc - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 173.59	Evergreen Ace Hardware - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 184.00	Fire Protection Pub - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 250.00	Glock Professional Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 139.95	Grammarly Cofl1Vpgf - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 199.48	Greyhound - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 2,250.00	Hanser Wrecker Company - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 238.89	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 292.01	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 525.81	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 151.96	Hanson Chemical - PCard

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01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 152.62	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 276.44	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 199.24	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 243.57	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ (177.01)	Hertz #0103002 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 177.01	Hertz #0103002 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 5.58	Holiday Stations 0470 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 81.99	Hulu 877-8244858 Ca - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 571.00	I/O Solutions, Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 162.00	I/O Solutions, Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 205.27	Ideal Blasting Supply - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 78.00	Idemia Tsa Precheck - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 100.00	Inside The Tape - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 200.00	Inside The Tape - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 100.00	Inside The Tape - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 100.00	Inside The Tape - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 77.06	Insight Public Sector - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 69.03	Insight Public Sector - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,880.49	Insight Public Sector - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 122.99	Insight Public Sector - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 290.00	Int'L Code Council Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 311.98	Iron Mountain - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 49.26	Jersey Mikes 41002 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 80.78	Jersey Mikes 41004 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 132.67	Jersey Mikes 41004 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 112.61	Kb Commercial Products - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 92.54	Kb Commercial Products - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 147.81	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 126.37	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 80.76	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,852.48	Life Assist Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 32.90	Life Assist Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 528.90	Life Assist Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 520.20	Lifemedicalsupplier.Com - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 545.45	Ln Curtis Salt Lake City - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 921.93	Ln Curtis Salt Lake City - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 70.98	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,149.00	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,076.00	Lowes #00907* - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 17.35	Mcdonald'S F11906 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 3,640.00	Mcwholesale - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 129.59	Montana Club Of Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Montana Fire Chiefs As - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Montana Fire Chiefs As - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 253.24	Moore Lane Vh - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 271.28	Moore Lane Vh - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 914.60	Motorola Solutions Onlin - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 55.00	National Academies Of Eme - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 500.00	National Association Of S - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 500.00	National Association Of S - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 32.00	National Registry Emt - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 25.00	National Registry Emt - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 32.00	National Registry Emt - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 114.99	Nfpa Natl Fire Protect - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 114.99	Nfpa Natl Fire Protect - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,138.00	Northland Automotive - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 190.96	Office Depot #450 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 96.00	Pp*Zee Creative - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 194.36	Sams Club#4805 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 93.90	Sams Club#4805 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 180.67	Scheels Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 189.99	Scheels Missoula - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 99.95	Shipton'S Big R East - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 285.92	Spectrum - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 900.00	Sq *Florida Hazardous Mat - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 622.00	Sq *National Tactical Off - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,479.50	State Chemic*State Che - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 15.00	Target 00001719 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 153.60	Tatami Fightwear Ltd - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 26.97	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 71.61	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 498.00	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 145.48	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 65.78	The Ups Store 2594 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 43.10	The Ups Store 4741 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 43.08	Tst* City Brew Coffee - C - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 2,245.32	Uline *Ship Supplies - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 17.00	United 0164256999280 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 10.38	Ups*Billing Center - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 109.05	Ups*Billing Center - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 49.52	Ups*Billing Center - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 108.76	Ups*Billing Center - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 61.10	Ups*Billing Center - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 765.00	Verde Technologies - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 19.76	Wal-Mart #2923 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 34.60	Wal-Mart #4412 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 180.05	Wasabi Technologies - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 247.00	West Coast Code Consult - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 52.35	Western Empire Emporiu - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 18.66	Wm Supercenter #2923 - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 52.19	Yellowstone County Treas - PCard
01/08/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,736.76	Zoll Medical Corp - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 49.98	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 209.57	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 135.99	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 3,011.20	Accuform.Com - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 589.12	Alsco Inc. - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 453.15	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 391.93	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 11.30	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 185.12	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 185.12	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 390.52	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 185.12	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 186.04	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 403.31	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 44.97	Amzn Mktp Us*Pu2Tc1Fe3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 664.09	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 4.32	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 166.28	Bloedorn Lumber Co- Bi - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 4.16	Carquest 3103 - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 9.90	City Of Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 700.00	Cotter S Sewer Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 150.00	Cotter S Sewer Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 1,405.08	Fastenal Company 01Mtbll - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 488.88	Fastenal Company 01Mtbll - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 289.48	Firemaster - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 176.49	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 30.15	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 25.74	Hose And Rubber Supply Bi - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 700.00	In *Action Pest Control - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 353.56	Kb Commercial Products - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 17.98	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 31.95	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 32.95	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 88.54	Lawson Products - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 263.28	Lawson Products - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 111.12	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 31.96	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 14.25	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 36.20	Norco Inc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 4.00	Norco Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 924.92	Norco Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 321.49	Norco Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 76.42	Norco Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 175.57	Norco Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 39.90	Pacific Steel Branch #02 - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 133.60	Paypal *Genuinemark - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 235.00	Paypal *Genuinemark - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 840.00	Pzg**Mt Dept Revenue-E - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 56.00	Ratco Llc - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 32.00	Ratco Llc - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 14.98	Sams Club #4805 - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 191.62	Sams Club #4805 - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 113.00	Six Robblees No 6 - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 140.80	Six Robblees No 6 - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 335.00	Solid Waste Associa - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 124.11	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 99.98	Tractor-Supply-Co #0303 - PCard
01/08/2024	ACH	U.S. Bank PCards	Solid Waste	$ 500.00	Yellowstone Electric Comp - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 163.09	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 25.00	Albertsons #0047 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 30.97	Albertsons #4041 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 424.92	Amzn Mktp Us*3K9Vt8R43 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 163.57	Amzn Mktp Us*9F4S67L93 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 47.68	Amzn Mktp Us*9F4S67L93 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 602.30	Amzn Mktp Us*G85D13Fp3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 34.51	Awg 3575 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 13.48	Billings Hardware & Servi - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 517.50	Buildersfirstsource64021 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 132.62	City Of Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 42.47	Costco Whse #1644 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 92.90	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 84.99	Harbor Freight Tools 207 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 340.00	International Municipa - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 329.00	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 91.37	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 33.99	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 49.08	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 199.00	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 175.68	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 34.62	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 155.72	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 65.80	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 37.28	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 218.98	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 109.80	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 112.00	Ratco Llc - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 202.04	Sams Club #4805 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 190.00	Shipton'S Big R West - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 35.10	Superior Water Solutions - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 22.90	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 37.97	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 213.15	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 12.19	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 170.00	A And H Turf And Specialt - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 50.37	Aaim - Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 12.99	Adobe *Acrobat Std - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 39.99	Adobe *Creative Cloud - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 69.15	Amazon.Com*Ef3Uv11V3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 12.99	Amzn Mktp Us*5Q9I43N93 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 135.98	Amzn Mktp Us*Bb9Fz7863 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 30.98	Amzn Mktp Us*Kf4Jf80Z3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 19.93	Amzn Mktp Us*L58Pn8G13 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 83.46	Awg 3575 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 42.40	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 20.98	Custom Connector Kits - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 39.00	Ebay O*05-10861-83555 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 815.99	Ebay O*17-10929-64465 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Transit	$ (59.85)	Ebay O*22-10819-18177 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 59.85	Ebay O*22-10819-18177 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 373.50	Etrailer Corporation - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 32.56	Gateway Fees - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 13.77	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 17.73	Hobby-Lobby #251 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 349.99	Homedepot.Com - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 808.00	In *Beartooth Fire Protec - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 389.00	In *Cotter'S Sewer, Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 8.99	Kfc S750101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 39.96	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 35.99	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 13.11	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 24.29	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 10.98	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 20.88	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 19.78	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 10.26	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 24.98	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 13.98	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 20.88	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 28.96	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 36.54	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 24.54	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 4.79	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 13.56	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 45.31	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 71.68	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 7.99	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 35.84	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ (35.84)	Napa Store 3547001 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 34.99	Napa Store 3547007 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 257.10	Polaris Laboratories - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 472.77	Safety Kleen Systems - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 12.99	Shipton'S Big R East - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 38.00	Sp Heating Alternative - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 20.68	Sp Heating Alternative - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 34.98	Sp Schillercorp - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 13.95	Sp Schillercorp - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 51.95	Sp Schillercorp - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 37.50	Sq *Hotsy Wy-Mont - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 93.27	Target 00001719 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 26.12	Tesco Moto - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 2,435.99	Tesco Moto - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 52.00	Tire Rama 101 Bc - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 57.94	Tlf*Gainans Floral And Gi - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 62.90	Tlf*Gainans Floral And Gi - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ (165.95)	Vehicle Safety Supply Llc - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 19.62	Wal-Mart #1956 - PCard
01/08/2024	ACH	U.S. Bank PCards	Transit	$ 16.59	Zoom.Us 888-799-9666 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 12.73	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 49.00	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 39.59	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 53.38	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 37.28	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 10.19	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 5.09	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 5.09	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 10.19	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 104.99	A And H Turf And Specialt - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 161.33	A And H Turf And Specialt - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 38.00	Aaim - Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 262.65	Aarons Back Company - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 15.49	Albertsons #0038 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 16.44	Albertsons #0038 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 242.17	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 127.02	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 77.24	Alsco Inc. - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 31.76	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 63.60	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 51.49	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 63.60	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 6.37	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 9.56	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 516.15	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 119.90	Amazon.Com*Bn3U347Z3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ (1.33)	Amzn Mktp Us - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ (1.33)	Amzn Mktp Us - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ (11.79)	Amzn Mktp Us - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ (0.15)	Amzn Mktp Us - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 52.90	Amzn Mktp Us*0I4Iw3K63 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 173.01	Amzn Mktp Us*181Lf7It3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 41.99	Amzn Mktp Us*3I6Ze7T03 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 70.99	Amzn Mktp Us*558Y13Wz3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 125.68	Amzn Mktp Us*943N72As3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 11.69	Amzn Mktp Us*Bj8Ud0Ui3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 90.94	Amzn Mktp Us*Cj10K4Di3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 22.28	Amzn Mktp Us*Do4G166D3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 2.49	Amzn Mktp Us*Ri45O1Xl3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 18.47	Amzn Mktp Us*Ue83H1Zj3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 11.25	Batteries+Bulbs #0253 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 15.98	Best Buy 00005926 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 8.52	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 26.89	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 358.47	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 11.75	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 431.15	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 31.41	Bloedorn Lumber Co- Bi - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 37.71	City Of Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 187.69	City Of Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 515.76	City Of Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 75.41	City Of Billings - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 132.67	Costco Whse #1644 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 26.00	Dxp Enterprises - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 29.88	Ebay O*15-10922-72801 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 160.00	Ebay O*15-10922-72802 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 90.33	Edge Construction Supp - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 330.33	Edge Construction Supp - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 330.33	Edge Construction Supp - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 39.95	Elsevier Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 3,078.35	Enterprise Specialty Pro - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 13.92	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 349.06	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 214.40	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 189.60	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 151.69	Heights Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 31.07	Hose And Rubber Supply Bi - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 85.90	Hose And Rubber Supply Bi - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 213.95	In *Yellowstone E-Waste S - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 14.99	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 40.93	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 1.45	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 2.00	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 4.59	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 470.09	Midland Scientific - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 131.05	Midland Scientific - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 784.36	Midland Scientific - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 142.94	Murdoch'S Ranch&Home #99 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 3,610.73	Old Dominion Freight Lin - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 231.45	Pp*Genuine Marketing Llc - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 579.32	Purvis Industries 68 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 75.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 1,011.28	Rsd - Billings#57 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 249.12	Rsd - Billings#57 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 79.20	Rsd - Billings#57 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 300.94	Salisburyonline.Com - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 158.97	Shipton'S Big R East - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 2.99	Shipton'S Big R East - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 10.47	Tractor-Supply-Co #0303 - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 19.00	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 1,403.53	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 268.09	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 226.14	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	Wastewater	$ 221.22	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 476.32	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 53.38	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 12.73	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 37.27	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 48.99	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 22.14	360 Office Solutions Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 80.90	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 15.28	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 10.19	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 15.28	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 10.19	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 80.90	4Te*Alarm Services - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 105.00	A And H Turf And Specialt - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 202.81	Agilent Technologies, - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 63.60	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 231.70	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 203.85	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 19.11	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 28.66	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 242.18	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 104.76	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 31.75	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 135.90	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 154.47	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 127.02	Alsco Inc. - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 63.60	Alsco Inc. - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Water	$ 119.90	Amazon.Com*Bn3U347Z3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 32.98	Amazon.Com*Mv0Jh8423 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 125.68	Amzn Mktp Us*943N72As3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 22.29	Amzn Mktp Us*Do4G166D3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 53.46	Amzn Mktp Us*F822A0C93 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 7.46	Amzn Mktp Us*Ri45O1Xl3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 18.46	Amzn Mktp Us*Ue83H1Zj3 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 120.00	Asc Of Boards Of Certi - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 120.00	Asc Of Boards Of Certi - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 75.00	Awwa.Org - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 50.00	Batteries Plus #0598 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 33.75	Batteries+Bulbs #0253 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 11.75	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 358.48	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 8.53	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 431.14	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 7.92	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 122.34	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 30.92	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 26.89	Billings - Tacoma Screw P - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 31.41	Bloedorn Lumber Co- Bi - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 149.28	Cdw Govt #Nh78433 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 113.12	City Of Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 75.42	City Of Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 45.23	City Of Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 150.83	City Of Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 724.75	Cityservicevalcon Llc - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 132.66	Costco Whse #1644 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 372.41	Cpi*Coleparmerinstrumt - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 458.26	Cpi*Coleparmerinstrumt - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 139.00	Cross Petroleum Service - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 122.37	Dakota Supply Group - Bil - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 167.09	Era - A Waters Company - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 195.28	Era - A Waters Company - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Water	$ 23.38	Evergreen Ace Hardware - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 66.13	Fedex Offic16000016089 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 970.00	Feniex Industries Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 1,478.43	Galco- Moto - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 976.55	Ge Analytical Instrument - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 70.85	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 66.60	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 6.16	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 144.48	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 13.93	Grainger - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 471.64	Hach Company - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 49.10	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 157.81	Hanson Chemical - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 34.99	Heights Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 53.94	Heights Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 194.36	Hose And Rubber Supply Bi - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 31.07	Hose And Rubber Supply Bi - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 85.91	Hose And Rubber Supply Bi - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 141.37	Idexx Distribution Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 213.95	In *Yellowstone E-Waste S - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 168.92	Interstate Battery Of The - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 19.45	Kb Commercial Products - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 31.48	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 5.99	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 44.98	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 39.56	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 4.33	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 27.70	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 40.92	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 99.99	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 14.36	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 69.98	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 11.12	Kings Ace Hdwe - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 279.00	Lowes #00319* - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/08/2024	ACH	U.S. Bank PCards	Water	$ 98.94	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 249.00	Lowes #00319* - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 318.23	Mcmaster-Carr - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 637.64	Mcmaster-Carr - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 114.98	Mooyah 145 Billings - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 292.60	Northwest Scientific Inc - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 606.96	Office Depot #1080 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 96.44	Office Depot #2135 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 255.20	Paypal *Genuinemark - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 75.00	Pzg**Mt Dli Ebiz - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 276.00	Rdoce Bil 020112 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 396.09	Red Hed 610 Web - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 300.94	Salisburyonline.Com - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 424.00	Santa Fe Electric - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 683.53	Sigma Aldrich Us - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 49.12	Swa - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 53.86	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 26.28	The Home Depot #3101 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 44.99	Tractor-Supply-Co #0303 - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 126.50	Tst* Bw Blacksmith - Deli - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 508.00	Www.Flowinjection.Com - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 52.20	Yellowstone County Treas - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 1,362.75	Yellowstone Valley Elect - PCard
01/08/2024	ACH	U.S. Bank PCards	Water	$ 26.12	Yellowstone Valley Elect - PCard
01/08/2024	867733	Uniforms2gear	Public Safety	$ 557.55	2023120341, patrol gloves
01/08/2024	867733	Uniforms2gear	Public Safety	$ 4,209.05	2023120343, duty jackets, long and short sleeve polos
01/08/2024	867733	Uniforms2gear	Public Safety	$ 310.85	2023120344, class B shirts
01/08/2024	867733	Uniforms2gear	Public Safety	$ 92.50	2023120349, belt keepers
01/08/2024	867733	Uniforms2gear	Public Safety	$ 324.95	2023120452, propper fleece pullovers
01/08/2024	867733	Uniforms2gear	Public Safety	$ 2,732.70	2023120471 long and short sleeve polos, duty jackets
01/08/2024	867733	Uniforms2gear	Public Safety	$ 68.70	2023120652, ties
01/08/2024	867735	Van Arsdale Const	CDBG	$ 15,050.00	Pioneer Park Restroom Repair & Accessibility
01/08/2024	867735	Van Arsdale Const	CDBG	$ -	Pioneer Park Restroom Repair & Accessibility
01/08/2024	867736	Vermont Systems	General	$ 3,720.00	rectrac system for recreation purchases - 010834

City Council Regular

Date:	02/12/2024
Title:	Payment of Claims for week of January 16, 2024
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Claims in the amount of $4,398,045.81 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than $1,000, then it must be approved by the Finance Director or designee. If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.
STAKEHOLDERS

ALTERNATIVES

No other alternatives were analyzed

FISCAL EFFECTS

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

Attachments

CouncilMemo wk of 01162024

Check Date	Check #	Name	Fund Name		Amount	Item Desc
01/16/2024	867742	1319 Ash	Tax Incrmnt N27	$	50,000.00	Lincoln Apartments - TIF Project
01/16/2024	867743	3 Bull Contracting	CDBG	$	3,982.00	Comanche Park CPTED Improvements
01/16/2024	867743	3 Bull Contracting	CDBG	$	700.00	Basketball system at Comanche Park
01/16/2024	ACH	A & I Distributors	Fleet	$	1,392.86	4010522
01/16/2024	ACH	A & I Distributors	Fleet	$	818.14	4010522
01/16/2024	ACH	A & I Distributors	Fleet	$	562.39	4010522
01/16/2024	ACH	A & I Distributors	Fleet	$	101.49	4011043 - GREASE GUN
01/16/2024	ACH	A & I Distributors	Fleet	$	2,882.97	4012721
01/16/2024	ACH	A & I Distributors	Fleet	$	818.14	4013634
01/16/2024	ACH	A & I Distributors	Fleet	$	155.48	4013634
01/16/2024	ACH	A & I Distributors	Fleet	$	1,392.86	4013634
01/16/2024	ACH	A & I Distributors	Fleet	$	484.61	4014389
01/16/2024	ACH	A & I Distributors	Fleet	$	818.13	4016157
01/16/2024	ACH	A & I Distributors	Fleet	$	2,089.23	4016157
01/16/2024	ACH	A & I Distributors	Fleet	$	1,636.26	4018546
01/16/2024	ACH	A & I Distributors	Fleet	$	185.12	4018546
01/16/2024	ACH	A & I Distributors	Fleet	$	696.41	4018546
01/16/2024	ACH	A & I Distributors	Fleet	$	562.41	4018546
01/16/2024	ACH	A & I Distributors	Public Safety	$	40.41	4010522 - WINDSHIELD WASHER FLUI
01/16/2024	ACH	A & I Distributors	Public Safety	$	40.40	4010522 - WINDSHIELD WASHER FLUI
01/16/2024	ACH	A & I Distributors	Public Safety	$	137.50	FIRE 4 - 55 GALLON DRUM OF DEF
01/16/2024	ACH	A & I Distributors	Solid Waste	$	1,650.00	330 GAL DEF TOTE.
01/16/2024	ACH	A & I Distributors	Solid Waste	$	825.00	330 GAL DEF TOTE. Landfill.
01/16/2024	ACH	A & I Distributors	Solid Waste	$	40.41	4010522 - WINDSHIELD WASHER FLUI
01/16/2024	ACH	A & I Distributors	Solid Waste	$	41.94	Green drain pan.
01/16/2024	ACH	A & I Distributors	Street/Traffic	$	40.41	4010522 - WINDSHIELD WASHER FLUI
01/16/2024	ACH	A & I Distributors	Transit	$	709.74	4008405_MC5W20
01/16/2024	ACH	A & I Distributors	Transit	$	2,268.77	4008405_Purus 5W40
01/16/2024	ACH	A & I Distributors	Transit	$	96.93	4008405_Serv Pro Global
01/16/2024	ACH	A & I Distributors	Transit	$	71.33	4008405_Serv Pro MP
01/16/2024	ACH	A & I Distributors	Transit	$	1,650.00	4008954_Diesel Exhaust Fluid
01/16/2024	ACH	A & I Distributors	Water	$	105.01	Walters Pump motor #1 Bearing Repair
01/16/2024	867758	Askin Construction	Tax Incrmnt S	$	60,642.17	WO 23-26 Sbura Gravel Streets
01/16/2024	867761	Bcs Scrip	City Ins Fund	$	2,500.00	Healthy Is Dec 2023 Wellness Incentive

Check Date	Check #	Name	Fund Name		Amount	Item Desc
01/16/2024	867761	Bcs Scrip	City Ins Fund	$	22,100.00	Healthy Is Dec 2023 Wellness Incentive
01/16/2024	867763	Beartooth Resource Cons & Dev Area	General	$	13,387.88	2024 Beartooth RC&D/EDD Assessment
01/16/2024	867765	Billings Bench Water	Park Dist 1	$	3,455.00	Invoice 50142 water assessments
01/16/2024	867765	Billings Bench Water	Park Dist 1	$	275.00	Invoice 50143 water assessment
01/16/2024	867765	Billings Bench Water	Park Dist 1	$	2,225.00	Invoice 50144 water assessments
01/16/2024	867769	Billings Tourism	Tourism BID #2	$	88,455.96	TBID Paid December Distributed Jan 2024
01/16/2024	867772	Bright & Beautiful	Solid Waste	$	6,000.00	Annual Support
01/16/2024	867772	Bright & Beautiful	St Maint Dist	$	6,000.00	Annual Support
01/16/2024	867789	Consolidated Electrical	#N/A	$	3,339.00	SID 14-22 Luminaire Heads for Montana Av
01/16/2024	867793	Cushing Terrell	Facilities	$	2,832.29	Professional Services at Babcock Theater
01/16/2024	867793	Cushing Terrell	Park Dist 1	$	3,050.00	consultant- playground at Arrowhead park
01/16/2024	867795	Dakota Supply Group	Water	$	(476.29)	1" ADAPTER MIP X PEP Q-COMP
01/16/2024	867795	Dakota Supply Group	Water	$	(164.79)	1" ADAPTER PEP-9 X MNPT-NL
01/16/2024	867795	Dakota Supply Group	Water	$	8,280.00	1" INCH COPPER HORNS - METER LOOPS
01/16/2024	867795	Dakota Supply Group	Water	$	2,070.00	1" INCH COPPER HORNS - METER LOOPS
01/16/2024	867795	Dakota Supply Group	Water	$	(145.82)	3/4" ADAPTER MIP X PEP Q-COMP
01/16/2024	867795	Dakota Supply Group	Water	$	970.20	48 X 84 CURB BOX L/ROD 1-1/2" TAP
01/16/2024	867796	Dell Computer L P	General	$	3,013.00	mobile Precision 5680, i7
01/16/2024	867796	Dell Computer L P	IT Resources	$	29.99	Dell Mouse -GIS
01/16/2024	867797	Desert Mountain Corp	Street/Traffic	$	4,992.73	ice slicer
01/16/2024	867798	Dick Anderson	Stillwater Const	$	2,351,920.14	COB Law/Justice Center/City Hall Remodel
01/16/2024	867798	Dick Anderson	Water	$	23,556.00	WO 19-42 West End Water Treatment Plant
01/16/2024	867800	DOWL	Storm Sewer	$	9,271.25	WO 20-24 West End Storm System
01/16/2024	867800	DOWL	Storm Sewer	$	19,626.25	WO 24-22 Arnold Drain Capacity Analysis
01/16/2024	867800	DOWL	Wastewater	$	4,852.44	WO 22-01 Sewer Main Replacements
01/16/2024	867800	DOWL	Water	$	4,202.31	WO 22-01 Sewer Main Replacements
01/16/2024	867800	DOWL	Water	$	25,223.25	22-44 Zone 1 H2O Storage Improvements
01/16/2024	867800	DOWL	Water	$	31,717.50	22-44 Zone 1 H2O Storage Improvements
01/16/2024	867800	DOWL	Water	$	2,100.00	WO 23-01 Sewer Main Replacement
01/16/2024	867800	DOWL	Water	$	26,827.50	WO24-01 2024 Water Main Replacement
01/16/2024	867801	Downtown Billings BID	Downtown BID	$	47,757.66	BID Assess; Paid Dec Distributed Jan 2024
01/16/2024	867801	Downtown Billings BID	Downtown BID	$	1,553.80	TY23; Housing Authority Blngs Taxes
01/16/2024	867802	Dynamic Police Training	Public Safety	$	3,990.00	Dynamic Police Training
01/16/2024	867810	Guardian Security	Library	$	9,702.92	1043 November 2023

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01/16/2024	867813	Harris Systems USA	Building	$	62,212.50	City View Software purchase
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	80.00	5/32' Cable
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	20.00	Bottom Brackets
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	75.00	Commercial Service - Crew
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	300.00	Commercial Service Ticket 23018
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	450.00	Commercial Service Ticket 23057
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	89.00	Commercial Service Ticket 23056
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	311.50	Commercial Service Ticket 23058
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	-	Commercial Service Ticket 23058
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	89.00	Commercial Service Ticket 23074
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	178.00	Commercial Service Ticket 23075
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	135.00	Door
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	230.00	Door
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	90.00	Door
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	8.00	Door Hinge
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	16.00	Door Hinges
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	75.00	Door Receiver
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	580.00	Door Springs
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	200.00	Rental Equipment - Scissor Lift
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	200.00	Rental Equipment Scissor Lift
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	10.00	Shop Supplies
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	10.00	Shop Supplies
01/16/2024	867818	Hi-Country Dock & Door	Public Safety	$	10.00	Shop Supplies
01/16/2024	867821	Hughes Law	Court Grants	$	72.00	23 Nov. Pro Tem Hughes
01/16/2024	867821	Hughes Law	General	$	2,160.00	23 December Hughes
01/16/2024	867821	Hughes Law	General	$	1,260.00	23 Nov. Pro Tem Hughes
01/16/2024	867823	Iaff	Payroll Clearing	$	5,605.24	Payroll Summary
01/16/2024	867824	Idexx Distribution	Water	$	4,262.90	WTP lab, Supplies
01/16/2024	867822	I-State Truck	Fleet	$	50.00	C251368228.01
01/16/2024	867822	I-State Truck	Fleet	$	14.24	C251368228.01
01/16/2024	867822	I-State Truck	Fleet	$	71.88	C251368228.01
01/16/2024	867822	I-State Truck	Fleet	$	821.30	C251368228.01
01/16/2024	867822	I-State Truck	Fleet	$	141.39	C251368288.01
01/16/2024	867822	I-State Truck	Fleet	$	33.86	C251368288.01

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01/16/2024	867822	I-State Truck	Fleet	$	114.36	C251368288.02
01/16/2024	867822	I-State Truck	Fleet	$	395.81	C251368295.01
01/16/2024	867822	I-State Truck	Fleet	$	187.26	C251368295.01
01/16/2024	867822	I-State Truck	Fleet	$	200.69	C251368328.01
01/16/2024	867822	I-State Truck	Fleet	$	50.00	C251368328.01
01/16/2024	867822	I-State Truck	Fleet	$	78.96	C251368361.01
01/16/2024	867822	I-State Truck	Fleet	$	50.00	C251368361.01
01/16/2024	867822	I-State Truck	Fleet	$	(71.88)	C251368399.01
01/16/2024	867822	I-State Truck	Fleet	$	429.20	C251368700:01
01/16/2024	867822	I-State Truck	Library	$	5,680.90	R251084263.01 - REPAIR
01/16/2024	ACH	Joe Johnson Equipment	Fleet	$	488.56	P01400
01/16/2024	ACH	Joe Johnson Equipment	Street/Traffic	$	1,771.00	inv#P01413wire for sweeper brooms
01/16/2024	ACH	Joe Johnson Equipment	Street/Traffic	$	1,398.00	P01404 - ACTUATOR
01/16/2024	ACH	Joe Johnson Equipment	Wastewater	$	3.78	P01418 - RED POLYETHYLEN- unit #7912
01/16/2024	867834	Kent D. Bruce Co	Fleet	$	280.80	15048
01/16/2024	867834	Kent D. Bruce Co	Fleet	$	266.80	15048
01/16/2024	867834	Kent D. Bruce Co	Fleet	$	282.24	15048
01/16/2024	867834	Kent D. Bruce Co	Fleet	$	722.59	15048
01/16/2024	867834	Kent D. Bruce Co	Fleet	$	268.72	15048
01/16/2024	867834	Kent D. Bruce Co	Fleet	$	1,283.60	15048
01/16/2024	867834	Kent D. Bruce Co	Fleet	$	89.30	15048
01/16/2024	867834	Kent D. Bruce Co	Public Safety	$	382.19	14706 - ANTENNA
01/16/2024	867834	Kent D. Bruce Co	Public Safety	$	11.95	14706 - SHIPPING
01/16/2024	867836	KLJ Engineering	SID Const	$	11,882.48	SID 1425..Broso Park Drive and Gable Rd
01/16/2024	867836	KLJ Engineering	St Maint Dist	$	11,882.48	SID 1425..Broso Park Drive and Gable Rd
01/16/2024	867846	Madison Agency	Airport	$	1,633.00	Marketing/Creative/Support for FY24
01/16/2024	867846	Madison Agency	Airport	$	7,174.00	Marketing/Creative/Support for FY25
01/16/2024	867847	Mailing Technical Services	Central Services	$	4,378.62	Postage for December, 2023
01/16/2024	867847	Mailing Technical Services	General	$	611.70	Postage for December, 2023
01/16/2024	867847	Mailing Technical Services	General	$	(0.04)	Postage for December, 2023
01/16/2024	867849	Mead & Hunt	Airport	$	8,115.00	Master Agreement. Air Service Consulting
01/16/2024	867851	Midrange Consulting Group	IT Resources	$	10,400.00	AS400 Setup/Installation & Year Host
01/16/2024	867853	Montana CSED	Payroll Clearing	$	5,506.36	Montana CSED
01/16/2024	867855	MT Department Of Enviro Quality	Public Safety	$	72.00	Renewal Storage Tank 5609739

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01/16/2024	867855	MT Department Of Enviro Quality	Public Safety	$	72.00	Renewal Storage Tank 5609740
01/16/2024	867855	MT Department Of Enviro Quality	Public Safety	$	36.00	Renewal Storage Tank 5609741
01/16/2024	867855	MT Department Of Enviro Quality	Public Safety	$	72.00	Renewal Storage Tank 5609742
01/16/2024	867855	MT Department Of Enviro Quality	Public Safety	$	36.00	Renewal Storage Tank 5609743
01/16/2024	867855	MT Department Of Enviro Quality	Solid Waste	$	34,455.50	Solid Waste Management System License
01/16/2024	867857	MFPE	Payroll Clearing	$	2,920.68	Payroll Summary
01/16/2024	867859	MT Municipal Interlocal Authority	Payroll Clearing	$	478,915.62	MMIA Workers' Compensation Program
01/16/2024	867860	Montana Peterbilt	Fleet	$	224.36	85638BL
01/16/2024	867860	Montana Peterbilt	Fleet	$	23.71	85675BL
01/16/2024	867860	Montana Peterbilt	Fleet	$	240.56	85893BL
01/16/2024	867860	Montana Peterbilt	Fleet	$	1,071.20	85936BL
01/16/2024	867860	Montana Peterbilt	Fleet	$	6.30	85936BL
01/16/2024	867860	Montana Peterbilt	Fleet	$	819.34	86042BL
01/16/2024	867860	Montana Peterbilt	Fleet	$	11.48	86236BL
01/16/2024	867860	Montana Peterbilt	Fleet	$	313.60	86665BL
01/16/2024	867860	Montana Peterbilt	Fleet	$	25.44	86775BL
01/16/2024	867860	Montana Peterbilt	Fleet	$	25.44	86775BL
01/16/2024	867860	Montana Peterbilt	Solid Waste	$	78.13	86081BL - MA17050
01/16/2024	867861	MT ST Fireman's	Payroll Clearing	$	5,479.48	Payroll Summary
01/16/2024	867862	Morrison Maierle	Airport	$	1,478.25	Amendment 11-On Call Services
01/16/2024	867862	Morrison Maierle	Wastewater	$	27,878.68	WO 23-01 2023 Water/Sewer Replacement
01/16/2024	867862	Morrison Maierle	Wastewater	$	35,910.98	WO 24-01 2024 Sewer Main Repl
01/16/2024	867862	Morrison Maierle	Water	$	43,773.80	WO 24-01 Cedar Park Water Main Replace.
01/16/2024	867863	MPPA	Payroll Clearing	$	4,006.52	Payroll Summary
01/16/2024	867864	MT Dept of Rev-CGR2	Airport	$	1,465.81	Retainage Release
01/16/2024	867864	MT Dept of Rev-CGR2	Airport	$	20.31	Retainage Release
01/16/2024	867864	MT Dept of Rev-CGR2	Solid Waste	$	405.00	Retainage Release 1
01/16/2024	867864	MT Dept of Rev-CGR2	Stillwater Const	$	23,756.77	COB Law/Justice Center/City Hall Remodel
01/16/2024	867864	MT Dept of Rev-CGR2	Storm Sewer	$	128.56	change order #1
01/16/2024	867864	MT Dept of Rev-CGR2	Tax Incrmnt S	$	612.55	WO 23-26 Sbura Gravel Streets
01/16/2024	867870	NorthWestern Energy	Airport	$	14.67	Gate 16 Light. December 2023
01/16/2024	867870	NorthWestern Energy	Airport	$	159.66	Employee Parking. December 2023
01/16/2024	867870	NorthWestern Energy	Airport	$	38.70	Gate 16. December 2023
01/16/2024	867870	NorthWestern Energy	Airport	$	21.21	Gate 17. December 2023

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01/16/2024	867870	NorthWestern Energy	Airport	$	24.42	Gate 9. December 2023
01/16/2024	867870	NorthWestern Energy	Airport	$	13.01	IP-10. December 2023
01/16/2024	867870	NorthWestern Energy	Airport	$	6.02	Burn Pit. December 2023
01/16/2024	867870	NorthWestern Energy	Airport	$	25.16	Gate 12. December 2023
01/16/2024	867870	NorthWestern Energy	Airport	$	73.29	Gate 14. December 2023
01/16/2024	867870	NorthWestern Energy	Airport	$	26.67	Gate 15. December 2023
01/16/2024	867870	NorthWestern Energy	Airport	$	20.16	Gate 13. December 2023
01/16/2024	867870	NorthWestern Energy	Airport	$	19.40	Gate 29. December 2023
01/16/2024	867870	NorthWestern Energy	Airport	$	24.35	Runway Weather System. December 2023
01/16/2024	867870	NorthWestern Energy	Building	$	31.84	1569631-3
01/16/2024	867870	NorthWestern Energy	Facilities	$	7.22	3866815-8
01/16/2024	867870	NorthWestern Energy	Facilities	$	137.36	3922089-2
01/16/2024	867870	NorthWestern Energy	General	$	138.22	0720841-6
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	6.15	0722253-2
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	209.60	0722256-5
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	6.00	0722258-1
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	13.69	0722259-9
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	9.99	0722272-2
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	348.06	0722273-0
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	10.20	0722274-8
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	98.27	0722275-5
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	33.29	0722277-1
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	33.92	0722278-9
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	14.67	0722279-7
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	6.15	0722280-5
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	6.15	0722281-3
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	6.15	0722283-9
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	6.15	0722284-7
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	14.67	0722808-3
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	7.52	0722852-1
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	8.78	0722862-0
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	171.26	0722901-6
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	5.26	0722976-8
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	981.64	0722995-8

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01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	90.00	0723005-5
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	6.15	0723025-3
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	-	0723039-4
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	6.00	0723046-9
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	6.00	0723049-3
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	20.82	0723064-2
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	20.82	0723065-9
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	3.96	0723391-9
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	75.78	0723884-3
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	20.82	0723887-6
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	21.16	0793134-8
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	7.39	0920801-8
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	31.84	0978917-3
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	36.10	0999807-1
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	6.15	1156527-2
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	6.00	1588262-4
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	0.83	1692666-9
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	5.26	1902257-3
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	40.56	1941243-6
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	9.04	3020837-5
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	6.00	3178260-0
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	4.80	3477233-5
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	16.05	3771457-3
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	28.37	3999603-8
01/16/2024	867870	NorthWestern Energy	Park Dist 1	$	8.70	Electric Charges account # 4081700-9
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.66	0722272-2
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.15	0723384-4
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.00	0723385-1
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.00	0723386-9
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.00	0723387-7
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.00	0723388-5
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	2.64	0723391-9
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	0.54	0723392-7
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	5.57	0723393-5

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01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.15	0723394-3
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.15	0723395-0
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.15	0723396-8
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.15	0723397-6
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.15	0723398-4
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.15	0723835-5
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	8.78	0723836-3
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.15	0723840-5
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	15.23	0723879-3
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.46	0723883-5
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	0.68	0723885-0
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	6.92	0881455-0
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	0.83	0971824-8
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	0.42	1045813-1
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	0.69	1312707-1
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	-	1513796-1
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	22.90	1513800-1
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	8.45	1513802-7
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	8.75	1513804-3
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	7.22	1514388-6
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	5.57	1564209-3
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	0.69	2041362-1
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	-	3707234-5
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	-	3707235-2
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	-	3707236-0
01/16/2024	867870	NorthWestern Energy	Parks Maint	$	4.20	4103439-8
01/16/2024	867870	NorthWestern Energy	Public Safety	$	11.62	0712532-1
01/16/2024	867870	NorthWestern Energy	Public Safety	$	1,477.46	1183483-5
01/16/2024	867870	NorthWestern Energy	Street/Traffic	$	7.98	0855404-0
01/16/2024	867870	NorthWestern Energy	Street/Traffic	$	78.09	1738989-1
01/16/2024	867870	NorthWestern Energy	Street/Traffic	$	1.49	1797828-9
01/16/2024	867870	NorthWestern Energy	Street/Traffic	$	7.52	2047007-6
01/16/2024	867870	NorthWestern Energy	Street/Traffic	$	7.83	2047010-0
01/16/2024	867870	NorthWestern Energy	Street/Traffic	$	6.92	2047013-4

Check Date	Check #	Name	Fund Name		Amount	Item Desc
01/16/2024	867870	NorthWestern Energy	Street/Traffic	$	6.19	2047017-5
01/16/2024	867870	NorthWestern Energy	Street/Traffic	$	6.19	2047018-3
01/16/2024	867870	NorthWestern Energy	Street/Traffic	$	7.52	2047019-1
01/16/2024	867870	NorthWestern Energy	Street/Traffic	$	0.82	3590004-2
01/16/2024	867870	NorthWestern Energy	Street/Traffic	$	72.59	3648861-7
01/16/2024	867870	NorthWestern Energy	Street/Traffic	$	6.00	3660075-7
01/16/2024	867870	NorthWestern Energy	Wastewater	$	125.95	0723383-6
01/16/2024	867870	NorthWestern Energy	Wastewater	$	338.08	0723878-5
01/16/2024	867870	NorthWestern Energy	Wastewater	$	10.89	1704025-4
01/16/2024	867870	NorthWestern Energy	Wastewater	$	89.62	1704030-4
01/16/2024	867870	NorthWestern Energy	Water	$	6.00	0722249-0
01/16/2024	867870	NorthWestern Energy	Water	$	3,040.45	0722270-6
01/16/2024	867870	NorthWestern Energy	Water	$	6.00	1160807-2
01/16/2024	867870	NorthWestern Energy	Water	$	4.20	1346673-5
01/16/2024	867870	NorthWestern Energy	Water	$	6.00	1867265-9
01/16/2024	867870	NorthWestern Energy	Water	$	324.78	805 Constitution Ave, December 2023
01/16/2024	867876	Performance Eng & Consult	Storm Sewer	$	27,266.25	Bitterroot Dr/Wicks Ln Corridor Drainage
01/16/2024	ACH	RDO Equipment	Airport	$	6,423.94	Repair Blade Turn Table A-10 Grader
01/16/2024	ACH	RDO Equipment	Water	$	(276.00)	Hydraulic Fluid for unit #7435
01/16/2024	867885	Rocky Mtn Compost	Park Dist 1	$	3,770.00	playground chips for stewart park
01/16/2024	867888	SD #2	CDBG	$	82,679.64	CDBG/CDBG-CV Grant/SD2/Reimbursement
01/16/2024	867892	Skycon	Airport	$	11,281.91	Parts for GPU on Gate A2
01/16/2024	867892	Skycon	Airport	$	8,102.60	Parts for GPU on Gate A2
01/16/2024	867893	Sletten Construction	Airport	$	145,114.59	Retainage Release
01/16/2024	867893	Sletten Construction	Airport	$	2,011.36	Retainage Release
01/16/2024	867895	Solid Waste Systems	Fleet	$	814.22	0164290-IN
01/16/2024	867895	Solid Waste Systems	Fleet	$	3,173.69	163823
01/16/2024	867895	Solid Waste Systems	Fleet	$	3,121.36	163823
01/16/2024	867895	Solid Waste Systems	Fleet	$	797.50	163823
01/16/2024	867895	Solid Waste Systems	Fleet	$	71.60	163829
01/16/2024	867895	Solid Waste Systems	Fleet	$	2,554.96	163829
01/16/2024	867895	Solid Waste Systems	Fleet	$	119.12	163845
01/16/2024	867895	Solid Waste Systems	Fleet	$	598.42	163845
01/16/2024	867895	Solid Waste Systems	Fleet	$	1,160.89	164222

Check Date	Check #	Name	Fund Name		Amount	Item Desc
01/16/2024	867895	Solid Waste Systems	Fleet	$	13,750.08	164222
01/16/2024	867895	Solid Waste Systems	Fleet	$	1,299.21	164230
01/16/2024	867895	Solid Waste Systems	Fleet	$	23.99	164230
01/16/2024	867896	S Billings Urban Renewal	Tax Incrmnt S	$	46,500.00	Annual SBURA Operating Agreement FY24
01/16/2024	867897	Spencer Fluid Power	Water	$	2,954.39	32380891 - SVC7630
01/16/2024	867899	Stahly Engineering	Facilities	$	7,146.25	Professional Services from Dec 3- Dec 30
01/16/2024	867899	Stahly Engineering	Facilities	$	2,605.50	Professional Services from Oct 29- Dec 2
01/16/2024	867900	St Of MT, Bldng Codes Bureau	Building	$	4,238.00	2023 2nd half
01/16/2024	867901	Steiner Thuesen	Park Dist 1	$	9,167.50	REPLACE TENNIS COURTS AT PIONEER PARK
01/16/2024	867903	Summit Fire & Security	General	$	291.00	outdoor horn strobe for outside of PRPL
01/16/2024	867903	Summit Fire & Security	Public Safety	$	42.00	Work Order #01414919 - Inspection
01/16/2024	867903	Summit Fire & Security	Public Safety	$	245.00	Work Order #01414919 - Inspection
01/16/2024	867903	Summit Fire & Security	Public Safety	$	60.00	Work Order 01414923 Inspection
01/16/2024	867903	Summit Fire & Security	Public Safety	$	56.00	Work Order 01414923 Inspection
01/16/2024	867903	Summit Fire & Security	Public Safety	$	120.00	Work Order 01414923 Inspection
01/16/2024	867903	Summit Fire & Security	Public Safety	$	14.00	Work Order 01414923 Inspection
01/16/2024	867903	Summit Fire & Security	Public Safety	$	45.00	Work Order 01414923 Inspection
01/16/2024	867903	Summit Fire & Security	Public Safety	$	14.00	Work Order 01414923 Inspection
01/16/2024	867903	Summit Fire & Security	Public Safety	$	60.00	Work Order 01414923 Inspection
01/16/2024	867903	Summit Fire & Security	Public Safety	$	90.00	Work Order 01560130 Inspection
01/16/2024	867903	Summit Fire & Security	Public Safety	$	650.00	Work Order 01560130 Inspection
01/16/2024	867903	Summit Fire & Security	Public Safety	$	350.00	Work Order 01560130 Inspection
01/16/2024	867903	Summit Fire & Security	Public Safety	$	85.00	Work Order 01560135
01/16/2024	867903	Summit Fire & Security	Public Safety	$	400.00	Work Order 01560136
01/16/2024	867903	Summit Fire & Security	Public Safety	$	650.00	Work Order 01880220
01/16/2024	867907	Terracon Consultants	St Maint Dist	$	3,086.25	SID 1419..Charles Street Materials Testing
01/16/2024	867910	Thorn Run Partners	General	$	3,750.00	Federal Lobbying Svcs 2 Year Contract
01/16/2024	867910	Thorn Run Partners	P.W. Admin	$	3,750.00	Federal Lobbying Svcs 2 Year Contract
01/16/2024	ACH	Town & Co Supply	Fleet	$	4,003.58	440792
01/16/2024	ACH	Town & Co Supply	Fleet	$	3,664.59	440792
01/16/2024	ACH	Town & Co Supply	Fleet	$	3,096.12	440792
01/16/2024	ACH	Town & Co Supply	Fleet	$	7,779.36	440792
01/16/2024	ACH	Town & Co Supply	Fleet	$	2.38	440792
01/16/2024	867917	Tru Pipe	Storm Sewer	$	12,727.62	change order #1

Check Date	Check #	Name	Fund Name		Amount	Item Desc
01/16/2024	867917	Tru Pipe	Water	$	2,100.00	SID1427..Annual Gravel Street Reconstruc
01/16/2024	867918	Tyler Technologies	General	$	8,563.70	Tax-Wise
01/16/2024	867919	Unemployment Ins Contributions	Payroll Clearing	$	35,314.27	Mt Employer's Unemployment Insurance
01/16/2024	867921	United Rentals (North America)	Water	$	31,172.00	Trench Box
01/16/2024	867925	Valmont Industries	Street/Traffic	$	3,070.00	PI2860
01/16/2024	867926	Van Arsdale Construction	CDBG	$	24,000.00	CDBG/CDBG-CV North Park Center
01/16/2024	867926	Van Arsdale Construction	CDBG	$	30,000.00	CDBG/CDBG-CV North Park Center
01/16/2024	867926	Van Arsdale Construction	CDBG	$	8,446.00	CDBG/CDBG-CV North Park Center
01/16/2024	867926	Van Arsdale Construction	CDBG	$	-	CDBG/CDBG-CV North Park Center
01/16/2024	ACH	Wastequip	Solid Waste	$	17,744.00	Encumbrance per Sourcewell Contract
01/16/2024	ACH	Wastequip	Solid Waste	$	4,436.00	Encumbrance per Sourcewell Contract
01/16/2024	ACH	Wastequip	Solid Waste	$	4,304.00	Shipping.
01/16/2024	ACH	Wastequip	Solid Waste	$	1,506.39	Shipping.
01/16/2024	867930	Western Municipal Construction	Solid Waste	$	40,095.00	Retainage Release 1
01/16/2024	867931	Western States Automation	Wastewater	$	23,504.02	Rotork Actuators
01/16/2024	867935	YVAS	Public Safety	$	26,333.00	city contract dec 2023
01/16/2024	867936	Yellowstone Valley Elec	Radio	$	103.21	Radio Tower Sites: Water Tank 4179004
01/16/2024	867936	Yellowstone Valley Elec	Solid Waste	$	4,479.90	Service at Landfill 11/01/2023 - 12/01/2023.
01/16/2024	867936	Yellowstone Valley Elec	Solid Waste	$	2.33	Service at Landfill 11/01/2023 - 12/01/2023.

City Council Regular
Date: 02/12/2024
Title: SID 1426 Arvin Lane, Public Hearing and Resolution Creating the District
Presented by: Debi Meling
Department: Public Works
Presentation: Yes
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends Council conduct a public hearing and approve the resolution creating SID 1426 Arvin Lane.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Special Improvement District (SID) 1426 is being created to construct infrastructure improvements along Arvin Lane. Arvin Lane is an existing gravel street running westerly off Arvin Road, between Rimrock Road to the north and Poly Drive to the south. Based on the annual gravel street construction program presented in the CIP, SID 1426 Arvin Lane (Project) will construct the remainder of curb and gutter, asphalt pavement, and remove and replace some existing curb and gutter and/or drive approaches to improve drainage. The Project will install a new 8-inch water main, replacing the existing 2-inch copper water pipe currently serving the neighborhood since 1966. The new 8-inch water main will provide fire flow to the end of the cul-de-sac that was not previously available through the 2-inch water line. Construction will be coordinated with another nearby project on Hancock Drive.

Attached is a map of the District and Resolution Creating SID 1426 Arvin Lane. Six (6) parcels are adjacent to Arvin Lane within the project limits. Of the six (6) parcels, four (4) are addressed to Arvin Lane and two (2) are residential corner lots addressed to Arvin Road. Two (2) of the four (4) addressed properties are owned by a single owner. The costs associated with the improvements necessary to bring Arvin Lane up to City standards will be assessed to the four addressed properties, per City of Billings Resolution No. 23-11171. Street Maintenance District (SMD) 2 funds will be used to fund non-assessed improvements, and Water funds will be used for the water main replacement. Four (4) assessments will comprise the District. Proposed street improvements (Assessment #1) will be assessed, per the equal amount option method, to the four (4) addressed properties. Neither of the two (2) non-addressed, residential corner lots requested private property specific improvements and will therefore have no assessments.

On January 24, 2023, City staff sent a letter to the addressed properties on Arvin Lane requesting their participation in a survey seeking SID interest levels. The initial letter and estimate revealed general neighborhood interest. Following City staff design, City staff mailed an updated cost estimate and set up an on-site meeting. Two (2) property owners attended the meeting, representing two (2) of the four (4) properties. The two property owners at the meeting continued to show support for the SID. One property owner representing the remaining two (2) properties, who did not attend the meeting, expressed their continued support of the Project in a phone call with City staff. Therefore, staff understands there is unanimous support by four of four property owners.

A Resolution of Intent to Create SID 1426 Arvin Lane was approved by City Council on January 22, 2024. Valid protests received for the SID (if any) will be presented at the City Council meeting.

ALTERNATIVES

City Council may:

- Conduct a public hearing and approve the resolution creating SID 1426 Arvin Lane; or,
- After holding a public hearing, not approve the resolution creating SID 1426 Arvin Lane. If not approved, Arvin Lane will remain a gravel street, the existing water main will continue to age and be out of current DEQ compliance.

FISCAL EFFECTS

The funding sources, estimated costs of the improvements, and total project cost for SID 1426 is as follows:

SID 1426 Funding Source	SID 1426 Estimated Cost
SID Assessments	$42,720.00
SMD 2 Funds	$88,113.82

Water Funds	$154,184.18
Total	$285,018.00

Funding for SID 1426 was budgeted using SMD 2 Funds, Water Funds, and property owner assessments (SID) through the annual gravel streets program. Adequate funding is available to create the SID and fund the improvements.

Attachments

SID 1426 Resolution Creating the District
SID 1426 Arvin Lane - District Map
SID 1426 Arvin_Council Presentation

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 24-_____, entitled: "RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1426**; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on **February 12, 2024**, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Councilmembers voted in favor thereof: _____
_____
_____
_____; voted against the same: _____
_____; abstained from voting thereon: _____
_____; or were absent: _____
_____
_____.

WITNESS my hand officially this _ day of _____.

_____
Denise Bohlman CITY CLERK

RESOLUTION NO. 24-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1426**; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND.

BE IT RESOLVED by the City Council of the City of Billings (the "City"), Montana, as follows:

Section 1. Passage of Resolution of Intention. This Council, on **January 22, 2024,** adopted Resolution No. **24-11180** (the "Resolution of Intention"), pursuant to which this Council declared its intention to create a special improvement district, designated as Special Improvement District No. **1426** of the City, under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the sale and the security of special improvement district bonds drawn on the District (the "Bonds"), the creating and administration of the District, the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

Section 2. Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with the law, and on **February 12, 2024**, this Council conducted a public hearing on the creation or extension of the District and the making of the Improvements. The meeting of this Council at which this resolution was adopted is the first regular meeting of the Council following the expiration of the period ended 15 days after the first date of publication of the notice of passage of the Resolution of Intention (the "Protest Period").

Section 3. Protests. Within the Protest Period, _____ protests were filed with the City Clerk and not withdrawn by the owners of property in the District subject to assessment for ___% of the total costs of the Improvements. **The protest represents __% of the assessed cost.**

Section 4. Creation of the District; Insufficiency of Protests. The District is hereby created on the terms and conditions set forth in, and otherwise in accordance with, the Resolution of Intention. The protests against the creation or extension of the District or the making of the Improvements filed during the Protest Period, if any, are

hereby found to be insufficient. The findings and determinations made in the Resolution of Intention are hereby ratified and confirmed.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this **12th Day of February, 2024.**

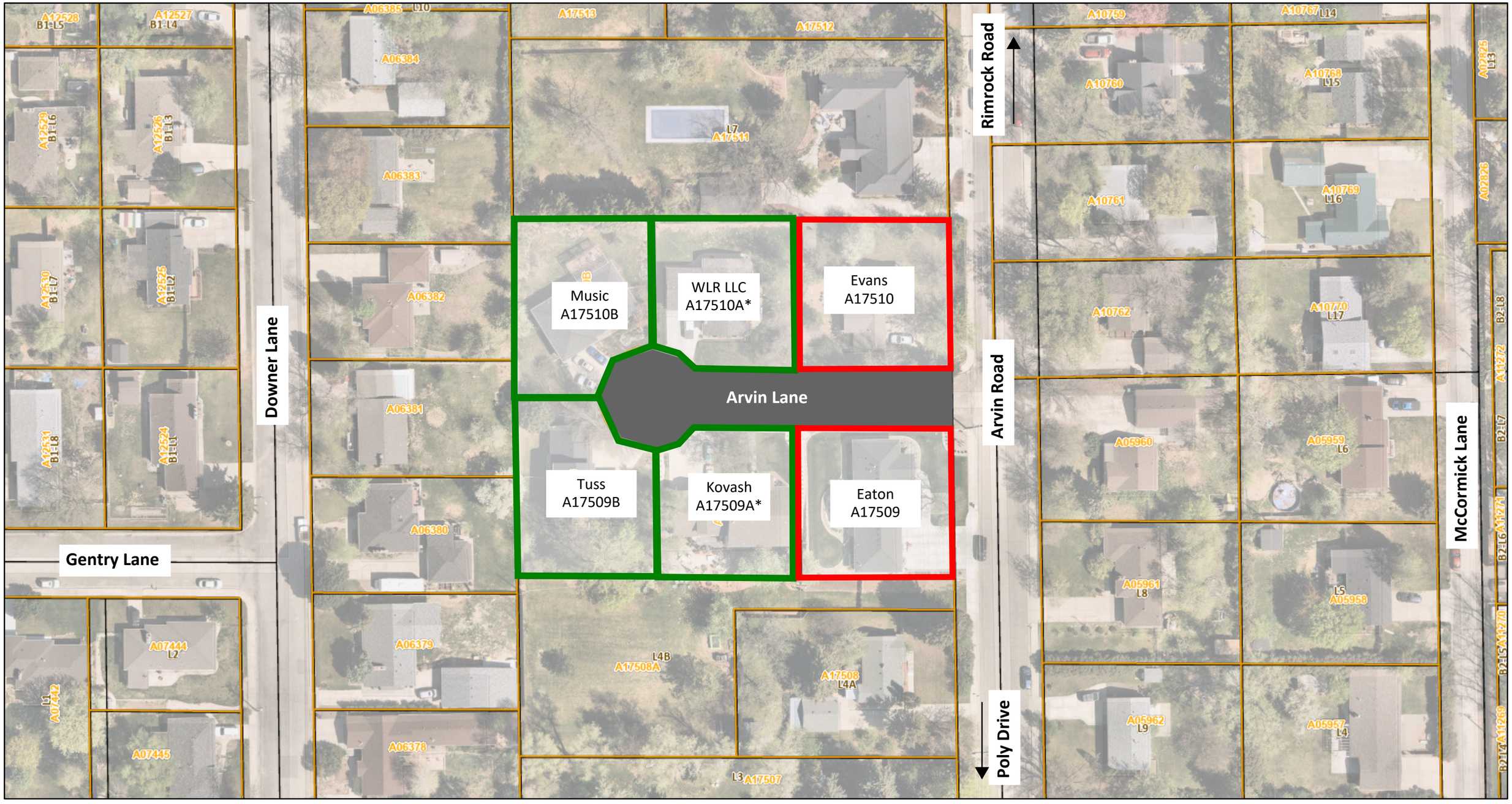
THE CITY OF BILLINGS:

BY _____
William A. Cole MAYOR

ATTEST:

BY_____
Denise Bohlman CITY CLERK

SID 1426 Arvin Lane - Exhibit A



1/3/2024, 11:24:44 AM

1:1,128

NOTES:
* Common Ownership

LEGEND:

Addressed Parcel included in SID 1426

Non-addressed Parcel, requesting no private property specific improvements and not included in SID 1426

0 0.01 0.01 0.03 mi
0 0.01 0.03 0.06 km

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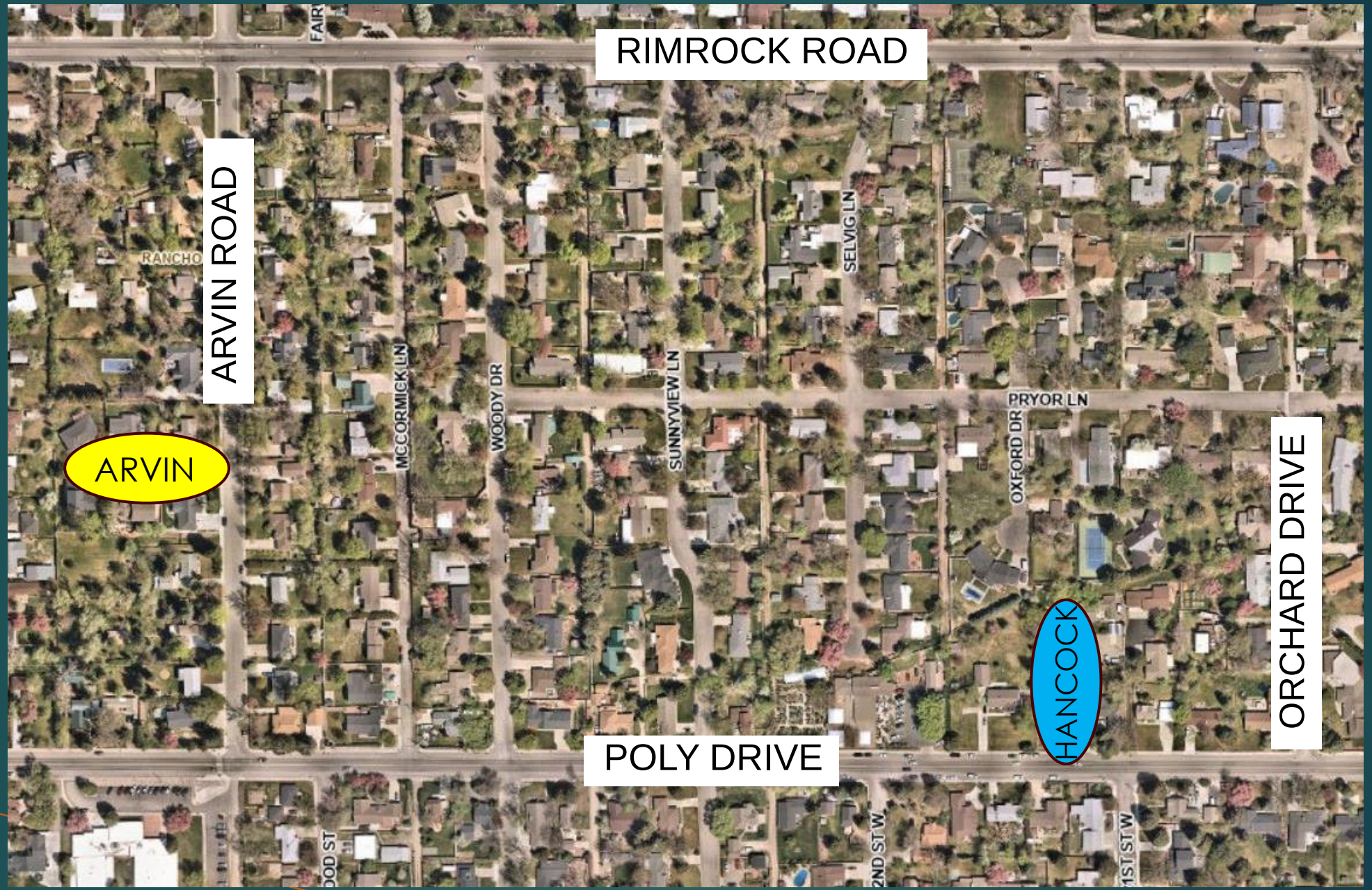
Esri Community Maps Contributors, Montana State Library, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA | City of Billings GIS Department | The City of Billings provides this data as a

SID 1426

ARVIN LANE IMPROVEMENTS

ANNUAL GRAVEL STREET PROGRAM





PROJECT LOCATION

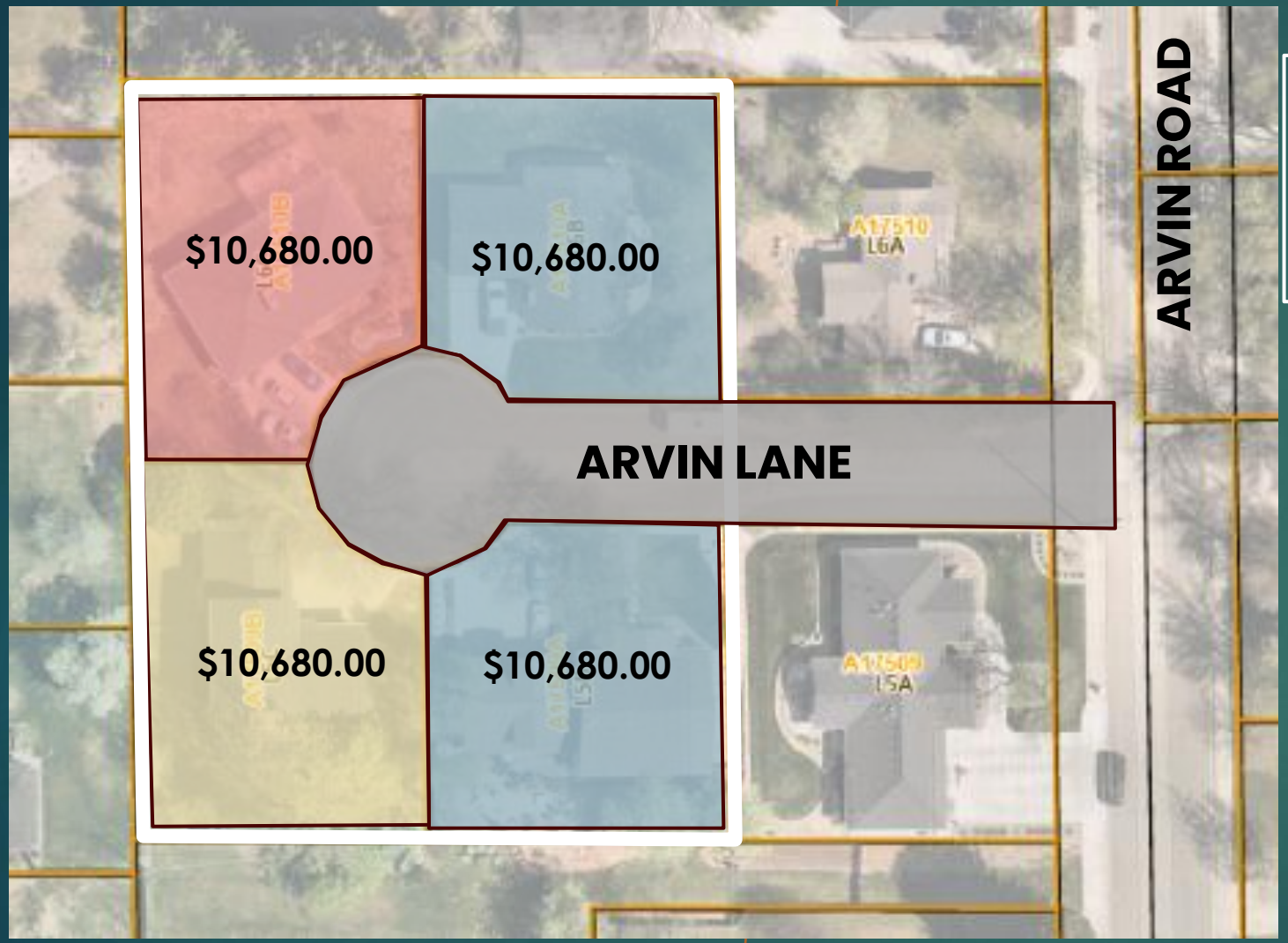
DESIGN COMPONENTS

- **EXISTING GRAVEL SURFACE**
  - Interest Survey Driven; Property Owner Support
  - Gravel Surface Maintenance
  - Undersized 2-inch Water Main
    - No Fire Flow
- **NEW ASPHALT STREET**
  - 34-Foot Street—40-Foot Right-of-Way
  - Curb
  - Concrete Approach Rehab
  - New 8-inch Water for Fire Flow





DISTRICT BOUNDARY & ASSESSMENTS



- KOVASH & WLR LLC NO PROTEST
- MUSIC, APRIL NO PROTEST
- TUSS, DUSTIN NO PROTEST
- GRAVEL STREET IMPROVEMENT LIMITS

FINANCIAL INFORMATION

TOTAL PROJECT COST
$285,018.00

ASSESSMENT TOTAL
$42,720.00
EQUAL AMOUNT METHOD

CITY CONTRIBUTION
SMD 2 FUNDS – $88,113.82
WATER FUNDS – $154,184.18

CITY IN-HOUSE DESIGN

PROJECT SCHEDULE

- **BIDS RECEIVED 12/19/23**
- **RESOLUTION OF INTENT 1/22/24**
- **RESOLUTION TO CREATE 2/12/24**
  NO PROTESTS AS OF 1/31/24
- **CONSTRUCTION COMPLETE FALL 2024**
- **ASSESSMENTS ON TAXES 2025**



QUESTIONS?

City Council Regular

Date: 02/12/2024
Title: SID 1426 Arvin Lane, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends that Council award a contract for SID 1426 Arvin Lane to Earth Movers Excavation, Inc in the amount of $229,378.20.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

SID 1426 Arvin Lane will construct Arvin Lane, which is a gravel street running westerly off Arvin Road, between Rimrock Road to the north and Poly Drive to the south. Arvin Lane is proposed to be improved by Special Improvement District (SID) with the full support of the addressed neighborhood utilizing the annual gravel street program. The street improvements include a new street section with asphalt pavement, the installation of missing curb and gutter as well as replacement of existing curb and gutter to provide adequate drainage. As part of the project, the City proposes to replace the existing 2-inch copper water main from 1966 that is unable to provide fire flow to the west end of the street. Street Maintenance District 2 Funds, and Water Funds will be used to fund non-assessed improvements. This project was bid at the same time with SID 1427 Hancock Drive located to the east to achieve cost savings with two projects in nearby locations.

The project was advertised on November 24, December 01, 08, and 15, 2023, in the Yellowstone County News and on the City's website. Bids were opened December 19, 2023. Five (5) bids were received. Earth Movers Excavation, Inc. submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award SID 1426 Arvin Lane to Earth Movers Excavation, Inc. in the amount of $229,378.20 contingent upon creating the SID; or,
- Not award a contract and reject all bids. If the contract is not awarded, Arvin Lane will remain a gravel street, maintenance costs will continue to occur, and the water main will not be replaced.

FISCAL EFFECTS

The following bids were received:

CONTRACTOR	BID
Earth Movers Excavation, Inc	$229,378.20
Askin Construction	$234,989.00
Knife River	$266,497.00
Weave Construction	$299,222.00
K2 Civil	$327,165.00

Funding for SID 1426 Arvin Lane was budgeted in FY 24 using SMD 2 Funds, Water Funds, and SID assessments through the Gravel Streets Program. Adequate funding is available to award the contract.

City Council Regular

Date:	02/12/2024
Title:	SID 1427 Hancock Drive, Public Hearing and Resolution Creating District
Presented by:	Debi Meling
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends Council conduct a public hearing and approve the resolution creating SID 1427 Hancock Drive.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

At the request of a property owner on Hancock Drive, Special Improvement district (SID) 1427 is being created to construct improvements along Hancock Drive. Citizen request is one of the criteria to recommend infill improvements. Hancock Drive is an existing gravel street located north of Poly Drive, situated between Orchard Drive to the east and Sunnyview Lane to the west. Based on the annual gravel street construction program presented in the CIP, SID 1427 Hancock Drive (the Project) will construct the remainder of curb and gutter, asphalt pavement, and drive approaches, and assess the costs of the improvements to the adjacent addressed and non-addressed property owners requesting certain private improvements. Street Maintenance District 2 funds will be used to fund non-assessed improvements.

Attached is a map of the District and the Resolution Creating SID 1427 Hancock Drive. Six (6) parcels are adjacent to Hancock Drive within the project limits. Of the six (6) parcels, four (4) are addressed to Hancock Drive and two (2) are residential corner lots addressed to Poly Drive. Two (2) of the four (4) addressed properties are owned by a single owner. The two (2) residential corner lots are not assessed for the improvement costs along their non-addressed side, per City of Billings Resolution No. 23-11171. However, one (1) of the non-addressed properties has requested private property specific improvements to construct a drive approach and will be assessed for that improvement accordingly. Per City of Billings Resolution No. 23-11171, property owners of non-addressed, residential corner lots are responsible for costs associated with private property specific improvements along the non-addressed frontage. Proposed street improvements (Assessment #1) will be assessed, per the equal amount option method, to the four (4) addressed properties. Concrete Flatwork (Assessment #2), as elected by one (1) addressed property and one (1) non-addressed property, will be assessed to the two (2) participating property owners per the assessed area option method. Separating the assessments into these two (2) methods ensures the benefits of the improvements are assessed appropriately.

On several different occasions, City staff met with all of the property owners along Hancock Drive who will be directly affected by the improvements. City staff attended an on-site meeting with three (3) of the property owners, representing one (1) non-addressed property, and three (3) addressed properties. City staff met with one addressed property owner on two separate occasions at the Office of the City Engineer. City staff met separately with the second non-addressed property owner and was requested to include the drive approach improvements in the Project. Following these meetings and based on the cost estimates provided at the time, three of the four addressed property owners were in support of the Project. The two owners of the non-addressed properties are also in support of the Project.

A Resolution of Intent to Create SID 1427 Hancock Drive was approved by City Council on January 22, 2024. Valid protests received for the SID (if any) will be presented at the City Council meeting.

ALTERNATIVES

City Council may:

- Conduct a public hearing and approve the resolution creating SID 1427 Hancock Drive; or,
- After holding a public hearing, not approve the resolution creating SID 1427 Hancock Drive. If not approved, Hancock Drive will remain a gravel street.

FISCAL EFFECTS

The funding sources, estimated costs of the improvements, and total project cost for SID 1427 is as follows:

SID 1427 Funding Source	SID 1427 Estimated Cost
SID Assessments	$38,500.00
SMD 2 Funds	$91,378.00
Total	$129,878.00

Funding for SID 1427 was budgeted in FY24 using SMD 2 Funds and property owner assessments (SID) through the annual gravel streets program. Adequate funding is available to create the SID and fund the improvements.

Attachments

SID 1427 Resolution Creating the District
SID 1427 Hancock Drive - District Map
SID 1427 Hancock_Council Presentation

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 24-_____, entitled: "RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1427**; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on **February 12, 2024**, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Councilmembers voted in favor thereof: _____
_____
_____
_____; voted against the same: _____
_____; abstained from voting thereon: _____
_____; or were absent: _____
_____
_____.

WITNESS my hand officially this _ day of _____.

_____
Denise Bohlman CITY CLERK

RESOLUTION NO. 24-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1427**; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND.

BE IT RESOLVED by the City Council of the City of Billings (the "City"), Montana, as follows:

Section 1. Passage of Resolution of Intention. This Council, on **January 22, 2024,** adopted Resolution No. **24-11181** (the "Resolution of Intention"), pursuant to which this Council declared its intention to create a special improvement district, designated as Special Improvement District No. **1427** of the City, under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, for the purpose of financing the costs of certain local improvements described generally therein (the "Improvements") and paying costs incidental thereto, including costs associated with the sale and the security of special improvement district bonds drawn on the District (the "Bonds"), the creating and administration of the District, the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

Section 2. Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with the law, and on **February 12, 2024**, this Council conducted a public hearing on the creation or extension of the District and the making of the Improvements. The meeting of this Council at which this resolution was adopted is the first regular meeting of the Council following the expiration of the period ended 15 days after the first date of publication of the notice of passage of the Resolution of Intention (the "Protest Period").

Section 3. Protests. Within the Protest Period, _____ protests were filed with the City Clerk and not withdrawn by the owners of property in the District subject to assessment for ___% of the total costs of the Improvements. **The protest represents __% of the assessed cost.**

Section 4. Creation of the District; Insufficiency of Protests. The District is hereby created on the terms and conditions set forth in, and otherwise in accordance with, the Resolution of Intention. The protests against the creation or extension of the District or the making of the Improvements filed during the Protest Period, if any, are

hereby found to be insufficient. The findings and determinations made in the Resolution of Intention are hereby ratified and confirmed.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this **12th Day of February, 2024.**

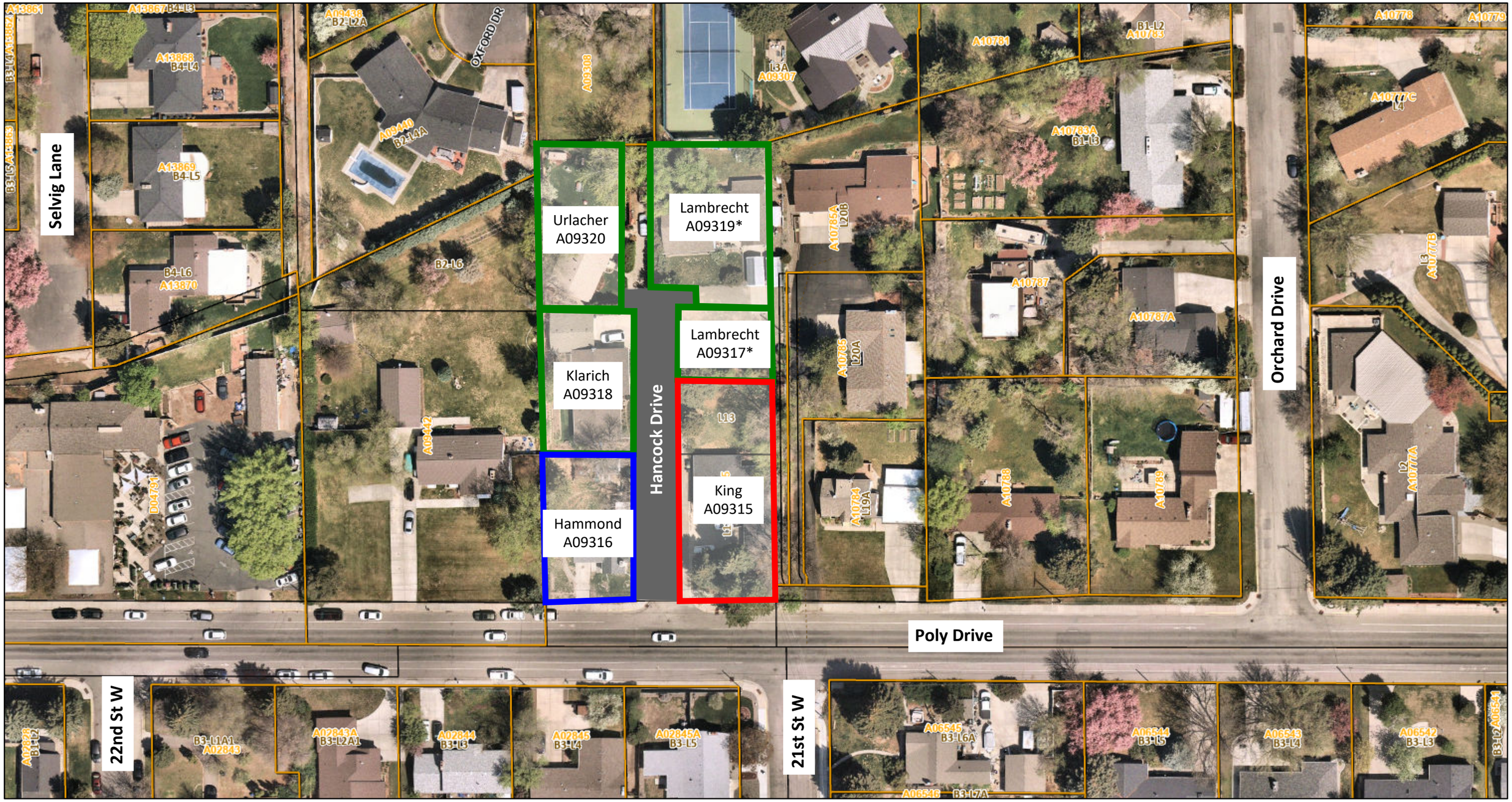
THE CITY OF BILLINGS:

BY _____
William A. Cole MAYOR

ATTEST:

BY_____
Denise Bohlman CITY CLERK

SID 1427 Hancock Drive - Exhibit A



1/2/2024, 12:26:55 PM

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.06 km

NOTES:

* Common Ownership

LEGEND:

- Addressed Parcel included in SID 1427
- Non-addressed Parcel, requesting private property specific improvements (drive approach) and included in SID 1427
- Non-addressed Parcel, requesting no private property specific improvements and not included in SID 1427

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Esri Community Maps Contributors, Montana State Library, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA | City of Billings GIS Department | The City of Billings provides this data as a

ANNUAL GRAVEL STREET PROGRAM

SID 1427

HANCOCK DRIVE IMPROVEMENTS



PROJECT LOCATION

HANCOCK DRIVE



DESIGN COMPONENTS

HANCOCK DRIVE



2023 HANCOCK DRIVE
EXISTING



2024 HANCOCK DRIVE
CONSTRUCTED

GRAVEL STREET

PROPERTY OWNER REQUESTED SID

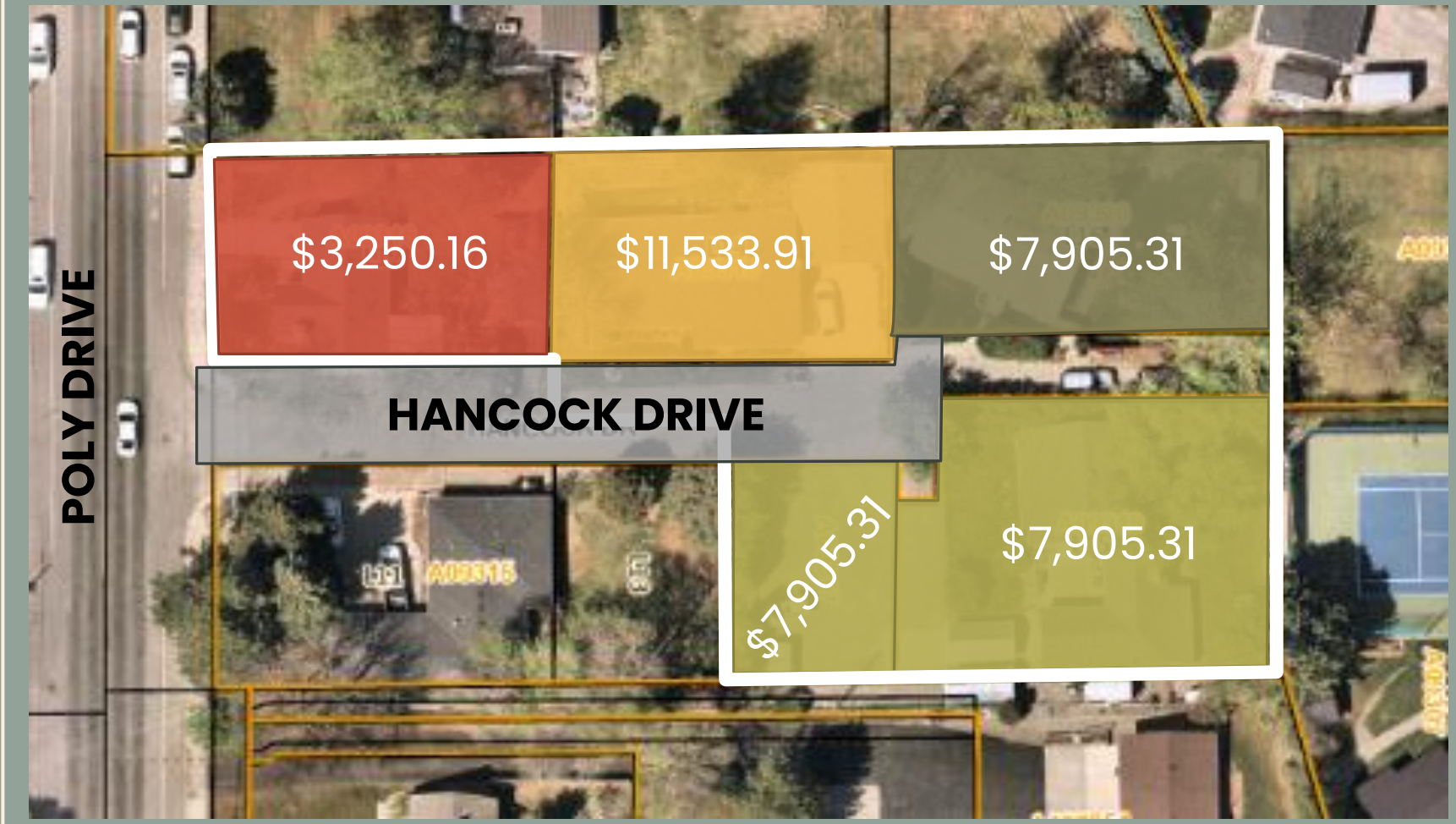
GRAVEL SURFACE MAINTENANCE

ASPHALT STREET

30-FOOT RIGHT OF WAY

CONCRETE CURB

CONCRETE APPROACHES



DISTRICT BOUNDARY & ASSESSMENTS

HANCOCK DRIVE

HAMMOND
REQUESTED IMPROVEMENTS

KLARICH
IN SUPPORT

URLACHER
NOT SUPPORTING

LAMBRECHT
TWO PROPERTIES IN SUPPORT

FINANCIAL INFORMATION

HANCOCK DRIVE

TOTAL PROJECT COST

$129,878.00

ASSESSMENT TOTAL
$38,500.00
EQUAL AMOUNT METHOD
ASSESSABLE AREA METHOD

CITY CONTRIBUTION
$91,378.00
SMD 2 FUNDS

CITY IN-HOUSE DESIGN



- BIDS RECEIVED 12/19/2023
- RESOLUTION OF INTENT 1/22/2024
- RESOLUTION TO CREATE 2/12/2024

- CONSTRUCTION COMPLETE FALL OF 2024

- ASSESSMENTS ON TAXES 2025

PROJECT SCHEDULE | HANCOCK DRIVE



QUESTIONS?

City Council Regular

Date: 02/12/2024
Title: SID 1427 Hancock Drive, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends that Council award a contract for SID 1427 Hancock Drive to Earth Movers Excavation, Inc in the amount of $98,769.50.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

SID 1427 Hancock Drive will construct Hancock Drive, running northerly off Poly Drive situated between Orchard Drive to the east and Sunnyview Lane to the west. Hancock Drive is an existing gravel street proposed to be improved by Special Improvement District (SID) with the support of three (3) out of four (4) property owners within the district. The street improvements include a new street section with asphalt pavement, curb and gutter, and drive approaches. Street Maintenance District 2 funds will be used to fund non-assessed improvements. This project was bid at the same time along with SID 1426 Arvin Lane located to the west to achieve cost savings with two projects in nearby locations.

The project was advertised on November 24, December 01, 08, and 15, 2023, in the Yellowstone County News and on the City's website. Bids were opened December 19, 2023. Five (5) bids were received. Earth Movers Excavation, Inc submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award SID 1427 Hancock Drive to Earth Movers Excavation, Inc. in the amount of $98,769.50; or,
- Not award a contract and reject all bids. If the contract is not awarded, the street will remain a gravel street and maintenance costs will continue to occur.

FISCAL EFFECTS

The following bids were received:

CONTRACTOR	BID
Earth Movers Excavation, Inc.	$98,769.50
Knife River	$114,925.00
K2 Civil	$134,985.00
Askin Construction	$137,277.00
Weave Construction	$203,822.50

Funding for SID 1427 was budgeted in FY 24 using SMD 2 Funds and SID assessments via the gravel streets program. Adequate funding is available to award the project.

City Council Regular

Date:	02/12/2024
Title:	New City Hall Security and Additional Updates
Presented by:	Kevin Iffland, Assistant City Administrator
Department:	City Hall Administration
Presentation:	Yes
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff is looking for direction on the desired level of security for the new City Hall building. The direction is influenced by the relevant legal framework, specifically Montana Code Annotated 45-8-356(7), and is tied to the first recommendation outlined in the CGL report.
Staff will also be presenting an update on the 4 CGL recommendations, project updates and timeline, construction budget and historic tax credits.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The presentation will encompass three main components: an overview of security options for the new City Hall, responses to the four recommendations from the draft CGL report on court security in the new city hall building, and updates on the construction, budget, and historic tax credits associated with the project.

1. Security Options for New City Hall:
We will present an analysis of security options for the new City Hall building, ranging from thorough screening and bag X-rays to minimal or no additional security measures other than those put into the design of the project. The aim is to offer the City Council a thorough understanding of the pros and cons associated with each option, considering factors such as efficiency, public perception, and cost implications. The decision on the security measures for the new City Hall is linked to Montana Code Annotated 45-8-356(7). It is essential for us to align our approach with the legal restrictions outlined in this code. Therefore, any guidance or preferences you can provide within the context of this legal framework will greatly assist us in making informed decisions. Additionally, the first recommendation put forth in the CGL report ties into the security level.

2. Response to CGL Report Recommendations on Court Security:
We will report on the four recommendations outlined in the draft CGL report on court security. This section of the presentation will cover specific recommendations by CGL and how they align with our overall security approach for the new City Hall.

3. Project Updates - Construction, Budget, and Historic Tax Credits:
This part of the presentation will involve providing updates on the construction progress, budget status, and the utilization of historic tax credits for the new City Hall project.

Montana Code Annotated 45-8-356
Where Concealed Weapon May Be Carried -- Exceptions
45-8-356. Where concealed weapon may be carried -- exceptions. A person with a current and valid permit issued pursuant to 45-8-321 or 45-8-312 or recognized pursuant to 45-8-329 may not be prohibited or restricted from exercising that permit anywhere in the state, except:
(1) in a correctional, detention, or treatment facility operated by or contracted with the department of corrections or a secure treatment facility operated by the department of public health and human services;
(2) in a detention facility or secure area of a law enforcement facility owned and operated by a city or county;
(3) at or beyond a security screening checkpoint regulated by the transportation security administration in a publicly owned, commercial airport;
(4) in a building owned and occupied by the United States;
(5) on a military reservation owned and managed by the United States;
(6) on private property where the owner of the property or the person who possesses or is in control of the property, including a tenant or lessee of the property, expressly prohibits firearms;
(7) within a courtroom or an area of a courthouse in use by court personnel pursuant to an order of a justice of the peace or judge; or
(8) in a school building as determined by a school board pursuant to 45-8-361.

STAKEHOLDERS
City of Billings, City of Billings Employees, Judges, Public

ALTERNATIVES
Staff is looking for general direction from city council on security level for the new city hall.

FISCAL EFFECTS
Level of security implemented will fiscally impact the general fund budget.

City Council Regular

Date:	02/12/2024
Title:	Wilson Park, Yellowstone Valley Animal Shelter & Rocky Vista University potential partnership
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

City Council pass a motion directing the city administrator to take the necessary steps to gift all or a portion of Wilson Park to the Yellowstone Valley Animal Shelter to construct a new shelter and a potential veterinary clinic with Rocky Vista University.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Yellowstone Valley Animal Shelter (YVAS) has approached the city asking if we have land we are willing to gift them for a new shelter. As a component of the new shelter, Rocky Vista University (RVU) plans to build a veterinary clinic to serve the community and complement Montana's first veterinary medicine college on the same site. There are many details yet to be determined but before moving ahead, we need to understand the council's support to provide land for the project.

If the council supports this idea, there are several formal steps and issues we will need to resolve including:
1. City policy will be followed to dispose of city property including legal notice, posting on the property and holding a public hearing.
2. A Land & Water Conservation Fund Recreation Grant was used to acquire Wilson Park. Therefore, LWCF will also need to authorize the transfer. We are working with LWCF to understand their requirements, which were understood to include replacing the gifted acreage with new public parkland or developing an undeveloped public property for outdoor recreation.
3. We are identifying potential sites and projects to meet the LWCF requirements and provide impactful improvements for city residents. Some sites and projects under consideration include building a fines trail in the Heights connecting neighborhoods between Aronson and Constitution; the Stage Coach Trail; obtaining ownership of the trail network that connects Zimmerman Park to Indian Cliffs.
4. Wilson Park is approximately 16 acres. YVAS needs 3-5 acres and the RVU Clinic will need up to 3 acres. We are assessing the best way to divide the property to meet the requested needs and also provide the neighborhood with usable parkland. There are no park improvements on the site. We primarily use the site to store snow in the winter and it holds a small tree nursery. We believe a dog park is a great fit for this part of town, the site and would work well with YVAS.

Animal Arts completed a facility needs assessment for YVAS. Their recommendations include building on a site with a minimum size of three to five acres, and more if additional future programs and/or partnerships are to be considered.

Below are some recommended qualities of a new site for Yellowstone Valley Animal Shelter:

- In an area where YVAS can best serve its community.
- Not in a FEMA flood zone or plain.
- City utilities and three-phase power are available.
- Proper zoning designations and/or ability to rezone or achieve special use permits.
- In a safe area, easily accessible to visitors.
- Near a quiet area to allow for outdoor dog activities without disturbing neighbors.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

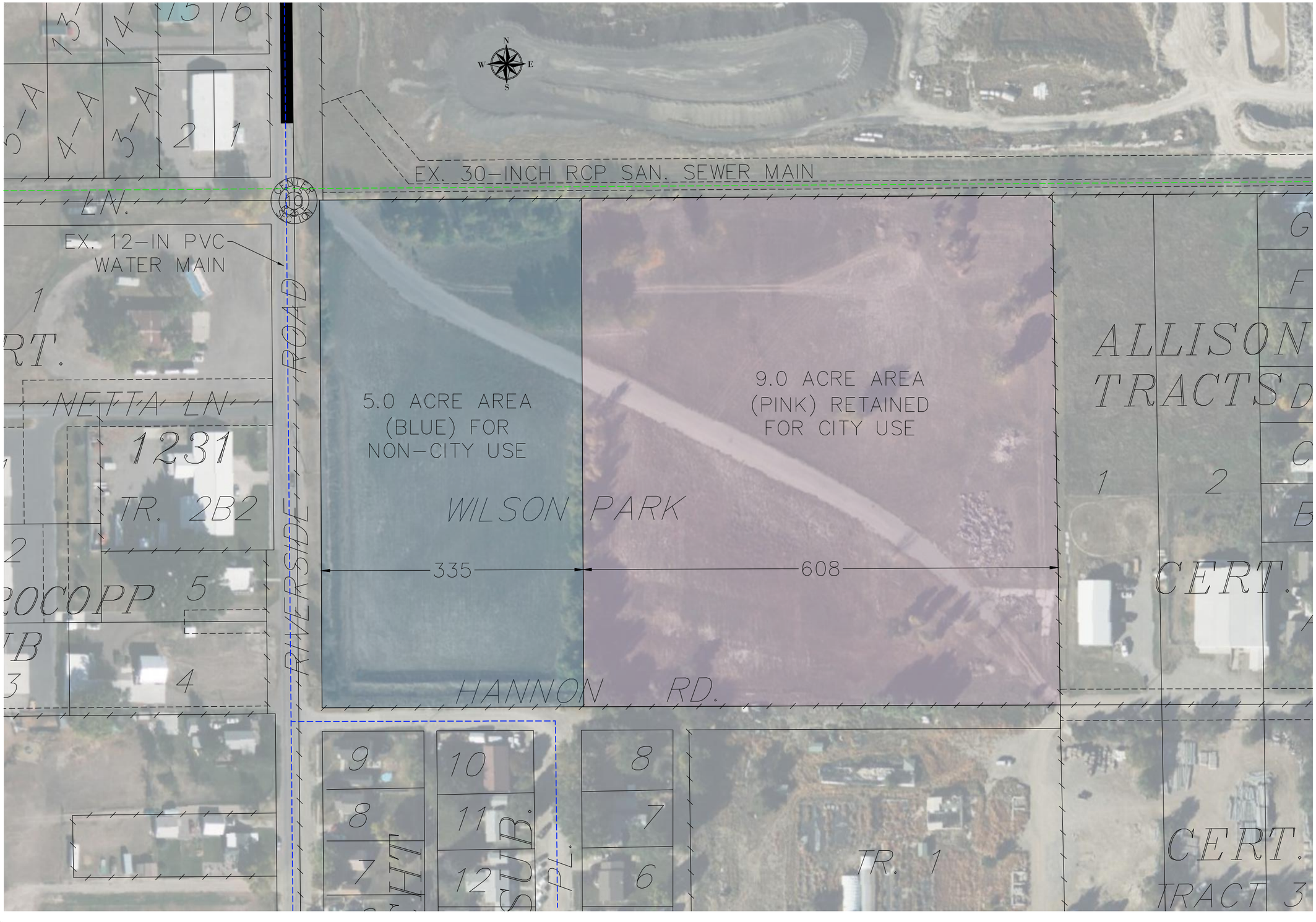
The next steps have limited costs primarily related to staff time. In order to comply with LWCF requirements, improvements will need to be made to public land making it programmable for outdoor recreation or if they require the land to be replaced, land will need to be purchased or donated.

SUMMARY

City council is being asked to pass a motion directing the city administrator to pursue the necessary steps to gift approximately eight (8) acres of Wilson Park (~16 acres) to the Yellowstone Valley Animal Shelter to build a new shelter and veterinary clinic in a partnership with Rocky Vista University.

Attachments

Wilson Park Map ~5 acres
Wilson Park Map ~8 acres
YVAS facility needs summary
Arenson to Constitution trail corridor



General Notes

Billings City ~ Pride: Wide

WILSON PARK AREA ALLOCATION

No.	Revision Issue	Date
1	ADDENDUM 1	1/12/23

CITY OF BILLINGS
ENGINEERING DIVISION
2224 MONTANA AVENUE
BILLINGS, MT 59101
PHONE (406) 657-8231
FAX (406) 237-6291

Project	Sheet
Date 1/26/24	EX 1
Scale 1"=60' HOR	

EX. 30-INCH RCP SAN. SEWER MAIN

EX. 12-IN PVC WATER MAIN

536

403

8.0 ACRE AREA (BLUE) FOR NON-CITY USE

6.0 ACRE AREA (PINK) RETAINED FOR CITY USE

WILSON PARK

HANNON RD.

RIVERSIDE ROAD

NETTA LN

1231

TR. 2B2

ALLISON TRACTS

CERT.

TR. 1

CERT. TRACT 3

SUB.

PL.

General Notes

Billings City ~ Pride: Wide

WILSON PARK AREA ALLOCATION

No.	Revision Issue	Date
1	ADDENDUM 1	1/12/23

CITY OF BILLINGS
ENGINEERING DIVISION
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Project	Sheet
Date 1/26/24	EX 1
Scale 1"=60' HOR	

ANIMAL ARTS

architecture · animals · people

Yellowstone Valley Animal Shelter
Summary of Facility Needs Assessment

In 2023, Animal Arts Design Studios, a Colorado-based architectural firm specializing in the design of animal care projects, provided a needs assessment for future facilities to serve Yellowstone Valley Animal Shelter. After conducting a workshop and extensive meetings with staff, analyzing animal capacities required to serve the community, and reviewing the essential needs of all programs provided by YVAS, Animal Arts recommends a project that meets the following parameters:

20,900 GSF of interior conditioned square footage
2,645 GSF of exterior covered square footage
1,800 GSF of utility structures

Animal Housing in the new animal shelter is proposed as outlined in the chart below. This capacity will accommodate peak seasonal animal intakes and growth in the community.

	REQUIRED CAPACITY
Adult Dog	62
Puppies	6
Adult Cats	72
Kittens	43
Other	9
TOTAL	**184**

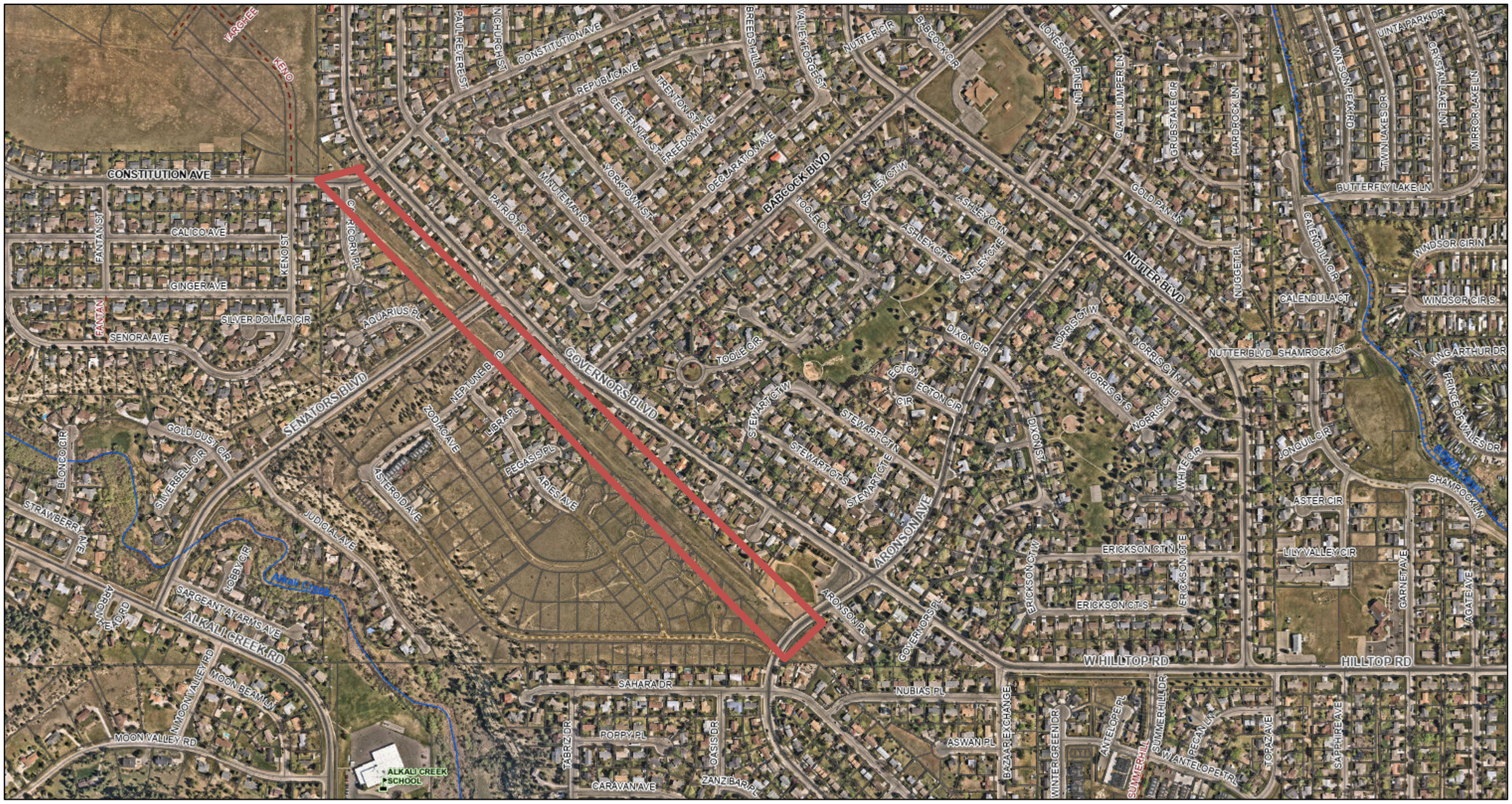
Animal Arts recommends that Yellowstone Valley Animal Shelter builds on a site with a minimum size of three to five acres, and more if additional future programs and/or partnerships are to be considered.

Below are some recommended qualities of a new site for Yellowstone Valley Animal Shelter:

- In an area where YVAS can best serve its community.
- Not in a FEMA flood zone or plain.
- City utilities and three-phase power are available.
- Proper zoning designations and/or ability to rezone or achieve special use permits.
- In a safe area, easily accessible to visitors.
- Near a quiet area to allow for outdoor dog activities without disturbing neighbors.

END OF MEMO

ArcGIS Web Map



2/1/2024, 9:43:24 AM

1:9,028

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Streams, Ditches, Canals

- Canal or Ditch
- Creek or Slough
- Tax Parcels

Billings City Limits

Road Centerline

- ARTERIAL
- COLLECTOR
- STREET
- PROPOSED ROAD
- UNDEVELOPED ROAD
- School Location

Billings_2023_3inch_Imagery

- Red: Band_1
- Green: Band_2
- Blue: Band_3

City Council Regular

Date:	02/12/2024
Title:	BUILT Environment Improvements
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION
See attachment.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
N/A

ALTERNATIVES
N/A

FISCAL EFFECTS
N/A

Attachments

BUILT Environment

COUNCIL INITIATIVE PROPOSAL FORM

City Code Sec. 2-214(14). *Council Initiatives. This section of the agenda is reserved for individual councilmember requests for future legislative or staff action. These shall be limited to giving direction to staff to assist in formulating policies, work plans, etc. for future consideration of the city council. An initiative moves forward by majority vote of the city council.*

City Charter Sec. 3.08. *Interference with Administration. Except for the purposes of inquiries and investigations, the Council, its members and the Mayor shall deal with the City officers and employees who are subject to the direction and supervision of the City Administrator solely through the City Administrator.*

COUNCIL MEMBER PROPOSING INITIATIVE: TOM RUPSIS

SHORT NAME OF INITIATIVE: ZONING AND OTHER CHANGES INTENDING TO IMPROVE THE SAFETY AND BUILT ENVIRONMENT IN BILLINGS

TERMS OF MOTION PROPOSING LEGISLATIVE OR STAFF ACTION: (Please be as specific as possible. Indicate if action is to be divided into steps or phases. Use separate sheet if needed.)

I would like Council to discuss a set of changes to zoning, subdivision, and other codes that aim to (1) improve safety, (2) reduce costs of development, and/or (3) encourage more community-focused development. I propose that Council give staff direction on whether or not to schedule a series of work session discussions starting in the first quarter of 2024 focusing on the following topic areas. The specific policy ideas are examples of proposals that may be made during discussion, and other council members may certainly add to this list.

Parking

Policy Questions:

1) What should the role of government be in deciding how much land should be dedicated to parking?
2) What are the impacts of over-supply and under-supply of parking?
3) How is parking downtown different from parking in the rest of the city?
4) What is the current state of parking downtown and how is downtown parking priced?

Example Policy Ideas:

1) Eliminate regulations establishing minimum parking requirements
2) Establish a moratorium on new surface parking lots downtown

Housing

Discussion Questions:

1) What are the core differences between our 3 lower density residential zones and why are they necessary?
2) In what ways do government zoning and subdivision regulations add cost and complexity to residential development?
3) Does the government have an interest in the housing market? Should government policies generally support housing appreciation or housing affordability? Is there a neutral position?

Example Policy Ideas:

1) Consolidate the N1, N2, and N3 zones and allow ADUs and at least duplexes in the consolidated residential zoning district(s)
2) Establish a narrower standard street profile for neighborhood residential streets
3) Allow for subdivision designs that incorporate alternative pedestrian transportation networks
4) Incentivize residential development that includes a mix of market rate and permanently affordable housing options

Business/Residential Integration

Discussion Questions:

1) What are the implications of separating business and residential areas?
2) What kinds of businesses do we want in the immediate vicinity of our homes and what are the barriers to those developing?

Example Policy Ideas:

1) Allow for streamlined zoning change to NMU/NO for any residential zoned property on an arterial or collector street
2) Allow neighborhood pubs
3) Encourage more mixed-use zones in Planned Neighborhood Developments
4) Evaluate the impacts of permanent strip lighting and other commercial lighting on surrounding areas

A brief explanation of each of the above points is provided at the end of this document.

CITY STAFF OR DEPARTMENT POTENTIALLY IMPACTED BY INITIATIVE: Planning, Public Works

HAS COUNCIL MEMBER COMMUNICATED WITH CITY ADMINISTRATOR ABOUT THE INITIATIVE? YES

ESTIMATE OF APPROXIMATE STAFF AND COUNCIL TIME REQUIRED: Will be dependent on the number of items that Council chooses to support.

APPROXIMATE TIMELINE FOR STAFF/DEPARTMENT ACTION: WORK SESSION DURING 1ST QUARTER OF CALENDAR YEAR 2024

COSTS OTHER THAN STAFF TIME, IF ANY: None

PRIORITY RELATIVE TO EXISTING INITIATIVES (SEE LIST AVAILABLE FROM CITY ADMINISTRATOR): Ties to adopted strategies to improve public safety and our built environment

ADDITIONAL INFORMATION OR COMMENTS:
MOST, IF NOT ALL OF THE ITEMS LISTED WILL REQUIRE FURTHER DEFINITION. I DON'T THINK COUNCIL SHOULD GET INTO ALL THE DETAILS RIGHT NOW. RATHER, WE ARE GIVING STAFF DIRECTION THAT WE WOULD LIKE TO DISCUSS ALL OR SOME OF THESE ITEMS FURTHER. SOME ITEMS MAY BE NON-STARTERS WITH A MAJORITY OF COUNCIL. A QUICK HAND COUNT OF EACH SHOULD LET US KNOW WHICH WE CAN AVOID SPENDING TIME ON DURING THE WORK SESSION.

BRIEF EXPLANATION OF EXAMPLE POLICY IDEAS:

PARKING

1. Regulations on parking minimums are an excess cost on both residential and commercial development. We already have no minimum parking regulations downtown, and expanding this policy throughout the city will encourage more efficient use of our most valuable resource, land.
2. Parking studies downtown routinely show that we have a glut of available parking. Surface parking lots downtown are an inefficient use of land, raising the tax burden on developed properties throughout the city by eliminating development of our most valuable spaces.

Housing

1. Consolidating to a single residential zoning district will simplify the development process and provide additional flexibility to developers, allowing more opportunities to develop the "missing middle" housing that our community needs.
2. In residential neighborhoods where houses have both garages and driveways, the 34' standard street profile (2 lanes of traffic with dedicated parking on both sides) can be reduced by about 25% to both reduce the cost of development and increase safety.
3. Well-planned alternative transportation networks such as trails that connect every home to the broader community outside the neighborhood should be allowed. We know much about CPTED now that can improve on previous attempts at this type of development.
4. There is an economic mismatch between the types of housing development that the market supports (either large multi-family or high-priced single-family) and the diverse options that our community needs. We should explore ways to incentivize a broader mix of housing.

Business/Residential Integration

1. Our community needs to encourage more businesses like the Poly Food Basket and Black Dog Coffee House (formerly Harper Madison) in places closer to where we live, providing more opportunities for neighbors to gather locally and reduce traffic trips.
2. The desire to separate large, potentially noisy, bars from residential areas is understandable. But making people drive to drink is not a great plan. Around the world, the neighborhood pub serves a smaller population within walking distance. We should explore how to allow such community gathering spots here in Billings.
3. The PNDs that have been introduced since ReCode was passed have not generally included a good mix of uses as was anticipated. We should start looking at why this is and what can be done to encourage more mixed-use developments throughout the city.
4. Commercial enterprises are rapidly becoming much more aggressive with their outdoor lighting designs, pushing the envelope of our city code and impacting surrounding areas with excess lighting. We should explore the need for and potential types of regulation in this area.