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, fifth floor of City Hall, 316 N. 26th 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.

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 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

NEW COUNCIL CHAMBERS
316 N. 26th St.

MARCH 10, 2025

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Owen

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

MINUTES: February 24, 2025

COURTESIES:

PROCLAMATIONS: AmeriCorps Week (March 9-March 15)

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 2b, and 3b 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:** See 3b below

   B. **Purchase** shade structure for Coulson Park; GameTime c/o Great Western Recreation.

   C. **Contract** for Amend Park Recreation Campus General Contractor / Construction Manager (GC/CM); Langlas & Associates.

   D. **Amendment No. 1, Snow Plowing of Local Streets;** K2 Civil, Inc.

   E. **Lease Agreement Addendum** with Yellowstone County for space in new City Hall.

   F. **Final Amendment to Gross Maximum Price, Airport Terminal Expansion Project;** Sletten Construction.

   G. **Pedestrian Bicycle Master Plan.**

   H. **State Highway Traffic Safety Billings DUI Program Grant.**

   I. **FY24 COPS Hiring Program (CHP) Grant.**

J. **Preliminary Plat Extension** for Hunters Pointe Subdivision. *Quasi-Judicial

K. **Second/Final Reading Ordinance** expanding Ward III (Annexation 24-05). *Quasi-Judicial

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

1. February 4, 2025

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. **FOUR-S CORPORATION PROPERTY - 1006 1st Avenue N.**

a. **PUBLIC HEARING AND RESOLUTION APPROVING ANNEXATION 25-02:** generally located at 1006 1st Avenue N. Staff recommends conditional approval. *Quasi-Judicial

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution conditionally approving Annexation 25-02, as recommended by staff.

b. **ANNEXATION AGREEMENT** with Four-S Corporation. Staff recommends approval.

Recommended Motion: I move to approve an Annexation Agreement with Four-S Corporation, as recommended by staff.

c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward I to include recently annexed property in Annexation 25-02: a parcel located at 1006 1st Avenue N. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve the First Reading Ordinance expanding the boundaries of Ward I, as recommended by staff.

3. **SID 1428 - Annafeld Subdivision, 5th Filing**

a. **PUBLIC HEARING AND RESOLUTION** creating SID 1428, Annafeld Subdivision, 5th Filing Streetlights. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution creating SID 1428, as recommended by staff.

b. **Bid Award: SID 1428, Annafeld Subdivision, 5th Filing Streetlights.** (Opened 1/21/25) Recommend Millennium Electric, LLC.

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:

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.

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This policy-making body may exercise approval or other adjudication authority which is "judicial" because it directly affects the legal rights of a person.

City Council Regular

Date: 03/10/2025
Title: Coulson Park Shade Structure Purchase
Presented by: Brad Wright
Department: Parks/Rec/Public Lands
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

The Parks, Recreation, and Public Lands (PRPL) Department seeks City Council approval to purchase a 60' x 40' shade structure for the Coulson Park North/South Improvements project. This structure will be procured from GameTime c/o Great Western Recreation through the NASPO cooperative purchasing program at a cost of $110,680.00.

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

The Coulson Park North/South Improvements project includes multiple enhancements to the park, funded in part by a Natural Resource Damage Program (NRDP) grant. The purchase of this shade structure was previously identified in the Council-approved contract award memo dated January 27, 2025. The installation of the structure is included in the contractor's project bid, ensuring no additional construction costs.

STAKEHOLDERS

Billings Parks and Recreation
City of Billings

ALTERNATIVES

The City Council may:
Approve the purchase, allowing the project to proceed as planned and improving park amenities.
Not Approve the purchase, which would negatively impact park usability and visitor experience.

FISCAL EFFECTS

Funding will be provided by the allotted funds currently being held by PRPL and donated funds from an NRDP grant. These are accepted funds from flooding in 2018. Any additional work that may be added to the installation of the structure should be handled in the allotted time that a park employee is already onsite. There is no expectation to hire any FTEs.

Attachments

Council Consent memo 01/27/25
Executed contract with K2 civil
Shade Structure rendering and quote

City Council Regular

Date:	01/27/2025
Title:	Coulson Park North/South Improvements Construction Bid Award
Presented by:	Brad Wright
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

PRPL staff recommends the City Council award a contract base bid for Coulson Park North/South Improvements to K2 Civil in the amount of $249,179. This includes the base bid of $192,784 and alternate 1 for $56,395.

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

The funding for this project is from a NRDP (Natural Resource Damage Program) grant. This agenda item is contingent on Council accepting and approving the use of funds. The North/South improvements are a combined project. The need for combining the project was due to the fact the original consulting firm that designed the master plan and was to administer construction services was no longer in business. Steiner Thuesen combined plans for each and made it one project. The project includes a new restroom, 60x40 shelter, updated sidewalks, trails, and parking areas. A new trail will also be installed connecting the north and south areas. These were accepted funds from flooding in 2018. Attached is the council memo and the contract. Although the park was partially open to the public over the last 7 years, the bulk of the park was shutdown due to covid and worked performed by Phillips 66 and Sletten Construction.

Project bids were opened on October 1, 2024.

STAKEHOLDERS

Billings Parks and Recreation, City of Billings

ALTERNATIVES

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

FISCAL EFFECTS

Funding is coming from a NRDP Grant in the amount of $332,949.75. An additional $24,000 is currently being held by PRPL. PRPL will be responsible for ordering a prefabricated restroom and a 60x40 shelter. Installation costs of these items are covered by K2 Civil's bid. There will be approximately $59,770 remaining for bathroom and additional upcoming work. The current operating budget is approximately 20-22% of the master plan budget of $1,759,729.00. This budgetary number was determined in 2019. We do not expect to hire any FTEs. Any additional work added because of the improvements should still be handled in the allotted time that a park employee is already onsite. With proper maintenance we expect the restroom and shelter to surpass the suggested life expectancy by the manufacturer.

Attachments

Invitation to bid
K2 Bid Packet
BId Bond
Coulson Park Construction Drawings
Council Memo 2018
DOJ Contract
TO5

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CONTRACT ROUTING FORM

(Contract must be signed by the non-City party before or within routing process)

PARTY TO THE CONTRACT: K2 Civil Inc

PURPOSE OF CONTRACT: Coulson North/South Improvements

PROCUREMENT COMPETED BY:

- [ ] Written quotes
- [x] Competitive bid
- [ ] Request for proposals
- [ ] Cooperative contract _____ (Contract #)
- [ ] Sole source justification
- [ ] Other (please describe or N/A):

_____

Requestor:

Name: Brad Wright

Dept: PRPL

Phone #: 406-413-5498

- [ ] Competition documentation attached (i.e. signed quote form, legal ad, sole source form, cooperative contract, etc.)
- [x] Insurance certificate(s) attached
- [x] Council memo attached 01/27/2025 (Date of award)
- [x] Signed by vendor (also check if signing in DocuSign)

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SERVICES AGREEMENT

THIS AGREEMENT is made and entered into 2/14/2025, 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 **K2 Civil Inc.**, of 6611 Trade Center Ave. Billings, MT 59101 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 Construct Park improvements in the North and South sides of Park, more accurately 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 December 31st, 2025. 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** **Two hundred forty-nine thousand one hundred seventy nine dollars & no/00** ($ 249,179.00) 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

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services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the

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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**. **CITY** shall deduct five percent (5%) from each pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

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**.

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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

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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. **PREVAILING WAGE REQUIREMENTS – MONTANA – BOOKLET ATTACHED:**

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established

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the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (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.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, The booklet is attached and may also be found at http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates.

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12. **CONTRACTORS' GROSS RECEIPTS TAX: CONTRACTOR** understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars ($80,000) or more.

13. **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.

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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.

14. **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**.

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15. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Brad Wright and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Justin Gipe.

16. **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.

17. **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.

18. **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.

19. **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.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

Signed by:
William A. Cole
2CA11D5423334EE...

WILLIAM A. COLE
MAYOR

APPROVED AS TO FORM:

DocuSigned by:
Todd Corne
4DBE6941AA01405...

By_____
CITY ATTORNEY'S OFFICE

ATTEST:

Signed by:
Denise Bohlman
D503C2218DC34F0...

DENISE BOHLMAN, CITY CLERK

K2 Civil Inc.
BUSINESS NAME (CONTRACTOR)

DocuSigned by:
Justin Gipe
172EB585AA474F7...

SIGNATURE

Justin Gipe

PRINT NAME

Project Manager

PRINT TITLE

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EXHIBIT A

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COULSON PARK NORTH & SOUTH IMPROVEMENTS

BILLINGS, MONTANA

SEPTEMBER 6, 2024

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L2 SITE GRADING PLAN
L3 SITE DETAILS
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L3.2 SITE DETAILS

VICINITY MAP



GENERAL NOTES:

1. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING WORK.
2. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES ON-SITE OR ADJACENT PROPERTY SHALL BE THE CONTRACTOR'S RESPONSIBILITY. UTILITIES ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE SURVEY. ACCURACY OF INFORMATION IS NOT GUARANTEED. SERVICE LINES MAY NOT BE IN STRAIGHT LINES OR AS INDICATED ON THE PLANS.
3. ALL EXISTING IMPROVEMENTS TO REMAIN AND BE PROTECTED UNLESS NOTED OTHERWISE.
4. CONTRACTOR SHALL PROVIDE EROSION AND SEDIMENTATION CONTROL MEASURES THROUGHOUT CONSTRUCTION AND UNTIL NEW VEGETATION HAS BEEN ESTABLISHED.
5. CONTRACTOR TO PROVIDE ALL LAYOUT AND GRADE STAKING AS SPECIFIED.
6. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE PREPARED AND SEEDED AS SPECIFIED. A DISTURBED AREA IS DEFINED AS AN AREA WHERE CONSTRUCTION ACTIVITIES INCLUDING DEMOLITION, TRENCHING, EARTHWORK, MATERIAL STORAGE, STAGING, PARKING, OR ANY FORM OF EXCAVATION, COMPACTION, OR TRAFFIC RESULTS IN THE REMOVAL OR DISPLACEMENT OF EXISTING GROUND COVER OR GRADE. CONTRACTOR SHALL REVIEW ALL OTHER CONTRACT DOCUMENTS TO DETERMINE FULL SCOPE OF POTENTIAL SITE DISTURBANCE TO BE RECLAIMED.
7. STANDARD SHEET SIZE IS 24" X 36", ADJUST DRAWING SCALE AS APPROPRIATE FOR SHEETS PRINTED AT OTHER SIZES.
8. REFER TO ALL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

811 Know what's below. Call before you dig.

PREPARED FOR:

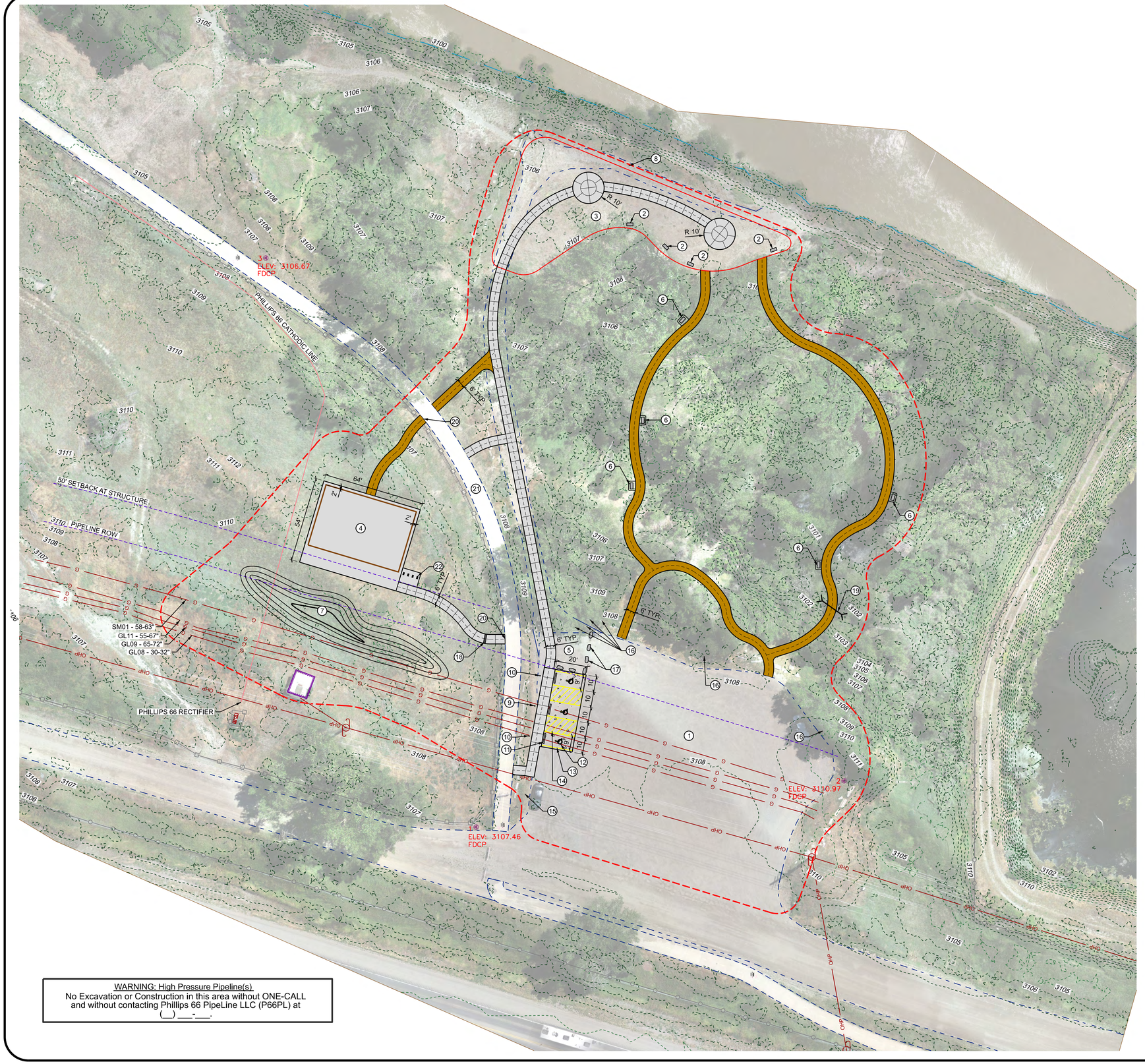
Billings PARKS AND RECREATION

PREPARED BY:

MONTANA NATHAN G. STEINER 13783 REGISTERED LANDSCAPE ARCHITECT

STEINER THUESEN PLLC
GOLF COURSE ARCHITECTURE
IRRIGATION DESIGN
LANDSCAPE ARCHITECTURE
1925 GRAND AVE. SUITE 105
P.O. BOX 22943
BILLINGS, MT 59104
406/252-5545 FAX 245-9855

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WARNING: High Pressure Pipeline(s).
No Excavation or Construction in this area without ONE-CALL and without contacting Phillips 66 PipeLine LLC (P66PL) at (__) ___-___.

LEGEND:

- CONSTRUCTION LIMITS
- G — EXISTING GAS LINE, REFER TO PLAN FOR BURY DEPTH
- OHP — EXISTING OVERHEAD ELECTRICAL
- 3151.0 EXISTING CONTOUR (1' INTERVAL)
- EXISTING POST AND RAIL FENCE
- 6' WIDE GRAVEL TRAIL, SEE 2/L3
- CONCRETE PARKING AREA: 6" OF CONCRETE OVER 6" OF 1-1/2" MINUS COMPACTED AGGREGATE AS SPECIFIED, SEE 1/L3.
- CONCRETE WALKWAY: 4" OF CONCRETE OVER 4" OF 1-1/2" MINUS COMPACTED AGGREGATE AS SPECIFIED, SEE 1&3/L3.

NOTES:

1. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. ANY DAMAGE TO EXISTING UTILITIES ON-SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.
3. PROVIDE SUBMITTALS FOR PARKING LOT STRIPING, ADA SIGNAGE, PARKING BLOCKS ETC.
4. LAYOUT OF GRAVEL TRAIL IN WOODED AREA IS CONCEPTUAL. CONTRACTOR TO STAKE TRAIL. SITE CLEARING TO BE PROVIDED BY CONTRACTOR TO ACCOMODATE TRAIL CONSTRUCTION. CLEARING TO BE MINIMIZED TO RETAIN NATURAL CHARACTER OF SITE. COORDINATE W/ LANDSCAPE ARCHITECT TO FIELD ADJUST AS REQUIRED TO FIT TO SITE.
5. ALL CONCRETE SHALL BE 4000 PSI MIN.
6. REFER TO DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

KEY NOTES:

1. EXISTING GRAVEL PARKING AREA.
2. ROCK BENCHES (22" X 48"), SEE 4/L3.
3. GRAVEL GATHERING AREA AT POINT. ENTIRE AREA TO BE GRADED SMOOTH WITHIN SOLID RED LINE AT COMPLETION OF PROJECT.
4. 40' X 60' SHELTER PURCHASED BY OWNER, INSTALLED BY CONTRACTOR, SEE L4 & L5.
5. FUTURE RESTROOM LOCATION.
6. ROCK BENCHES (22" X 48"), SEE 4/L3. PROVIDE 12"- 18" W x 4" DEEP SECTION OF CRUSHER FINES AROUND BASE AT LOCATIONS ALONG TRAIL.
7. 4'-5' BERM SEE GRADING PLAN.
8. IMPROVEMENTS TO BE 10' MIN. OFF BANK, FIELD VERIFY WITH LANDSCAPE ARCHITECT PRIOR TO BEGINNING CONSTRUCTION.
9. ACCESSIBLE VAN PARKING SIGN ON 2" SQ GALVANIZED POST, SEE 5/L3. COORDINATE W/ PHILLIPS 66 PRIOR TO EXCAVATIONS AT SIGNS ADJACENT TO UTILITY. EXCAVATION SHALL BE NON-MECHANICAL.
10. ACCESSIBLE PARKING SIGN ON 2" SQ GALVANIZED POST, SEE 5/L3. COORDINATE W/ PHILLIPS 66 PRIOR TO EXCAVATIONS AT SIGNS ADJACENT TO UTILITY. EXCAVATION SHALL BE NON-MECHANICAL.
11. 6' CONCRETE PARKING BUMPER WITH REINFORCING. PIN TO SURFACE, TYP.
12. 48" PAINTED ADA PARKING EMBLEM, VERIFY CITY REQUIREMENTS, TYP.
13. 4" WIDE PARKING LOT STRIPING, TYPICAL (YELLOW).
14. 4" WIDE SRIPING AT 45° ANGLE, 24" O.C. (YELLOW).
15. PROJECT SIGN, SEE DETAIL 8/L3.
16. (6) EXISTING BOULDERS TO BE RELOCATED, SEE KEY NOTE #17. COORDINATE WITH LANDSCAPE ARCHITECT.
17. RELOCATED BOULDER - 4' BETWEEN - FIELD LOCATE WITH LANDSCAPE ARCHITECT. FILL LOW SPOTS UNDER BOULDERS WITH MATERIAL FROM ON-SITE EXCAVATION.
18. TRENCH DRAIN, SEE 7/L3. FIELD FIT TO EXISTING GRADES.
19. 12" CMP CULVERT W/ FLARED END SECTIONS. FIELD FIT TO EXISTING GRADES.
20. CREATE 6'- 6" WIDE OPENING AT EXISTING FENCE. INSTALL NEW POSTS AND ADJUST RAILS TO FIT.
21. EXISTING CONCRETE TRAIL.
22. BIKE RACKS, SEE 6/L3.

0 15' 30' 60' NORTH

MONTANA
NATHANIEL G. STEINER
LICENSED
LANDSCAPE ARCHITECT

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COULSON PARK SOUTH IMPROVEMENTS
LAYOUT & MATERIALS PLAN

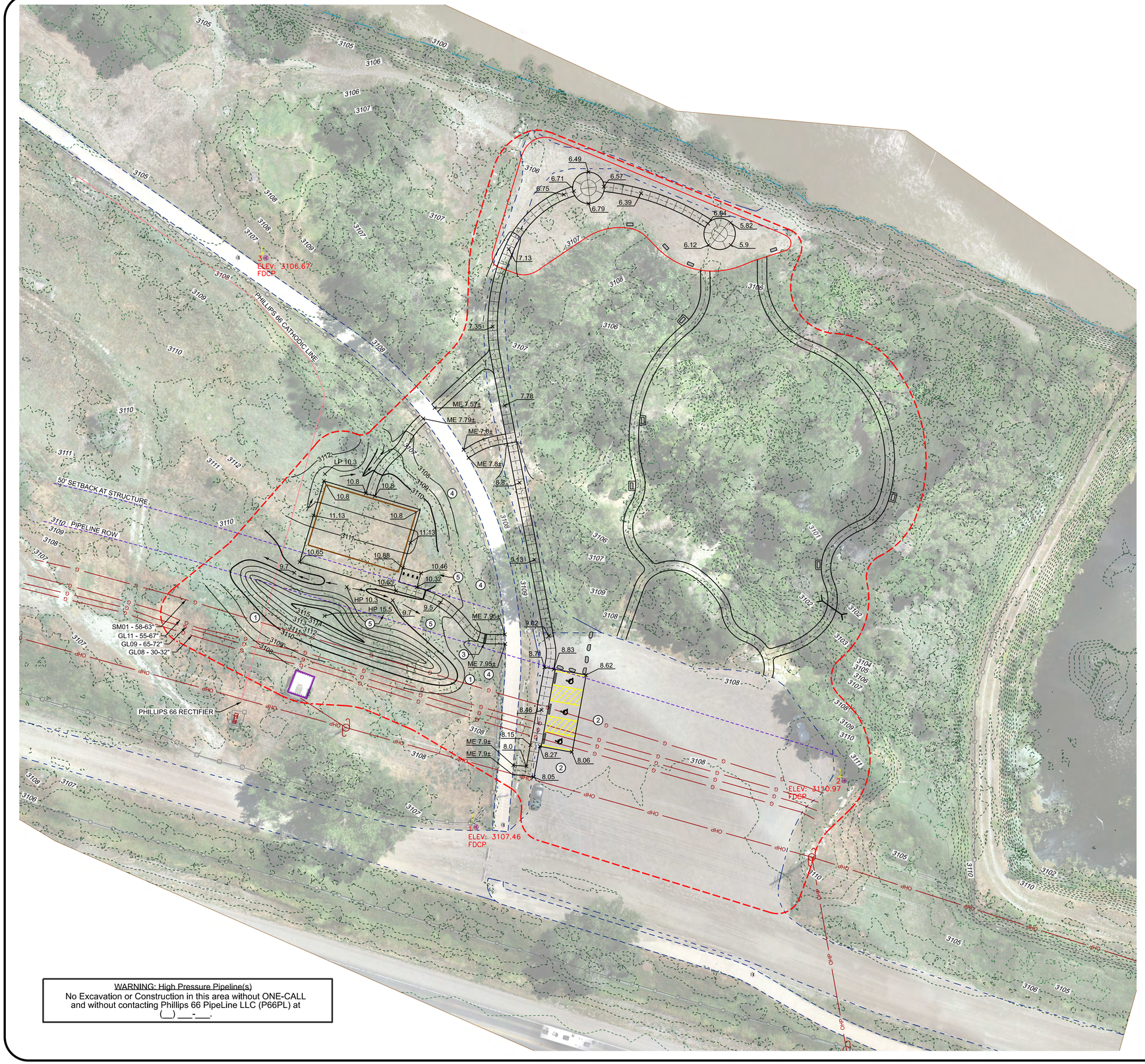
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P.O. BOX 22943
BILLINGS, MT 59104
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DATE: 9/6/24
CHECKED BY: NGS
DATE: 9/6/24
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REV: -
FILE: L1 LAYOUT & MATERIALS PLAN.DGN

SHEET L1

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WARNING: High Pressure Pipeline(s)
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LEGEND:

- CONSTRUCTION LIMITS
- C — EXISTING GAS LINE, REFER TO PLAN FOR BURY DEPTH
- OHP — EXISTING OVERHEAD ELECTRICAL
- 3151.0 — EXISTING CONTOUR (1' INTERVAL)
- EXISTING POST AND RAIL FENCE
- 6' WIDE GRAVEL TRAIL, SEE 2/L1.3
- 3152 — PROPOSED CONTOUR (1' INTERVAL)
- 53.32 — FINISH SPOT GRADE
- ME — MATCH EXISTING GRADE
- HP — HIGH POINT
- LP — LOW POINT

NOTES:
1. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES ON-SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.
2. STRIP VEGETATION AND TOPSOIL AS REQUIRED TO ACCOMMODATE CONSTRUCTION.
3. CONCRETE WALKWAY SLOPES SHALL MEET THE FOLLOWING ADA REQUIREMENTS:
   - LONGITUDINAL SLOPE: 1:20 MAX. (5%)
   - CROSS SLOPE: 1:48 MAX. (2%)
   - PARKING SLOPE NOT STEEPER THAN 1:48 (2%)
4. PROVIDE 1.5% CROSS SLOPE ON WALKWAYS.
5. ALL DISTURBED AREA SHALL BE RESTORED WITH LIKE MATERIALS. (CRUSHED AGGREGATE, SEED ETC.)
6. ALL DISTURBED AREAS SHALL BE RESTORED WITH SEED. PLACE 4" MIN. OF ON-SITE TOPSOIL PRIOR TO SEEDING.
7. FINISH GRADE ALONG CONCRETE TO BE 1" BELOW TOP OF CONCRETE PRIOR TO SEEDING.
8. GRAVEL TRAILS TO BE FIT TO EXISTING SITE GRADES AS MUCH AS POSSIBLE.
9. REFER TO DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

KEY NOTES:

1. TIE BACK TO EXISTING GRADES AT 15:1 SLOPE MAX UNLESS NOTED OTHERWISE.
2. TIE BACK INTO EXISTING GRADES WITH 1" MINUS CRUSHED AGGREGATE AT 15:1 SLOPE MAX. COMPACT TO 95%.
3. FIT TRENCH DRAIN TO EXISTING GRADES.
4. MAINTAIN EXISTING SWALE.
5. EXISTING TREES TO REMAIN. GRADE AROUND BASE AS NECESSARY TO PROTECT ROOTS.

0 15' 30' 60' NORTH

MONTANA
NATHANIEL G. STEINER
LICENSED LANDSCAPE ARCHITECT

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COULSON PARK SOUTH IMPROVEMENTS
SITE GRADING PLAN

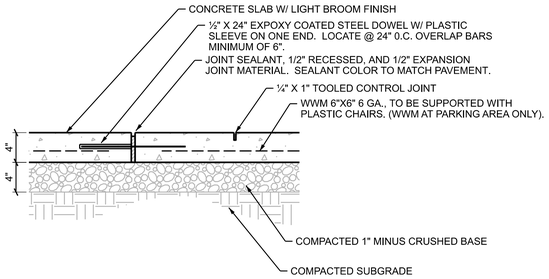
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P.O. BOX 22943
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REV: -
FILE: L2 SITE GRADING PLAN.DGN

SHEET
L2

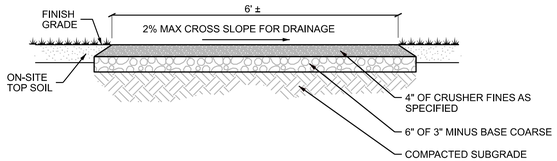
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NOTES:
1. 6" CONCRETE OVER 6" OF AGGREGATE AT PARKING.
2. SAWCUT JOINTS ARE NOT ALLOWED.
3. DOWELS REQUIRED AT CONNECTION TO EXISTING WALKWAY.

1 CONCRETE FLATWORK

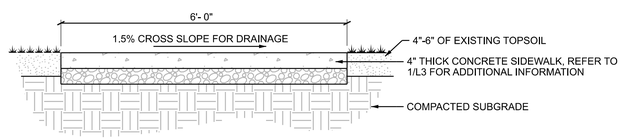
NOT TO SCALE



NOTES:
1. DISTURBED AREAS ALONG PATHWAY TO BE SEEDED AS SPECIFIED.
2. COMPACT SUBGRADES AND AGGREGATES TO 95% PROCTOR.

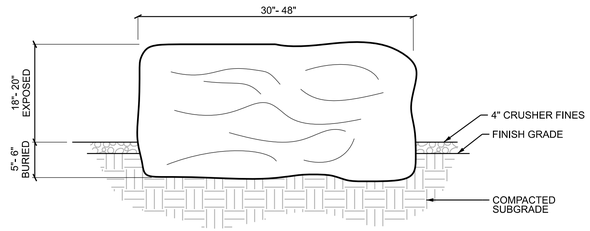
2 TYPICAL GRAVEL TRAIL SECTION

NOT TO SCALE



3 TYPICAL SIDEWALK SECTION

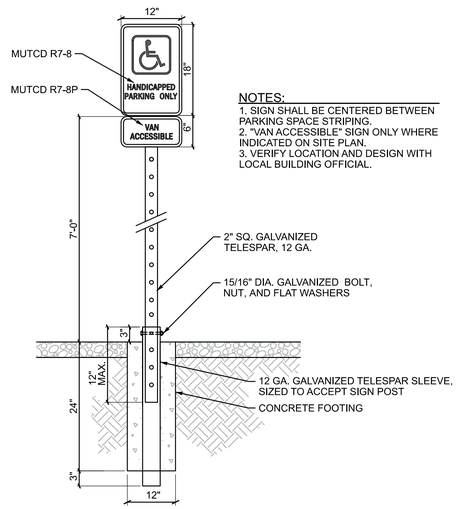
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NOTES:
1. 22" BLOCK ROCK AS SUPPLIED BY YVRS 406-670-9114 OR EQUAL APPROVED IN ADVANCE.

4 ROCK BENCH INSTALLATION

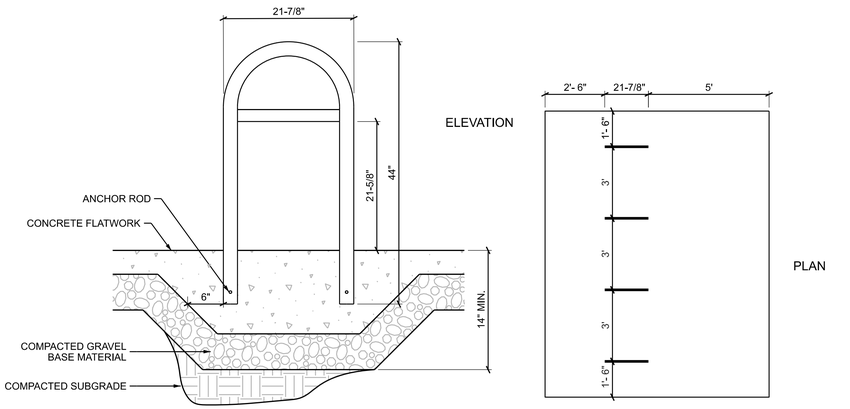
NOT TO SCALE



NOTES:
1. SIGN SHALL BE CENTERED BETWEEN PARKING SPACE STRIPING.
2. "VAN ACCESSIBLE" SIGN ONLY WHERE INDICATED ON SITE PLAN.
3. VERIFY LOCATION AND DESIGN WITH LOCAL BUILDING OFFICIAL.

5 HANDICAP ACCESSIBLE PARKING SIGN

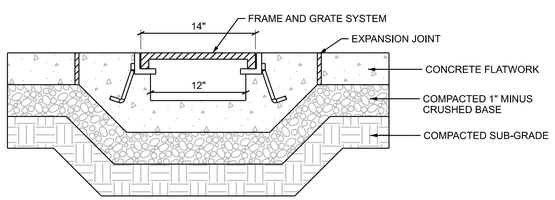
NOT TO SCALE



NOTES:
1. BIKE RACK SHALL BE U238-LB-IG-P (BLACK POWDER COAT FINISH) MANUFACTURED BY MADRAX.
2. INSTALL ACCORDING TOP MANUFACTURER'S RECOMMENDATIONS.
3. SEE L1 FOR LOCATIONS.

6 BIKE RACK

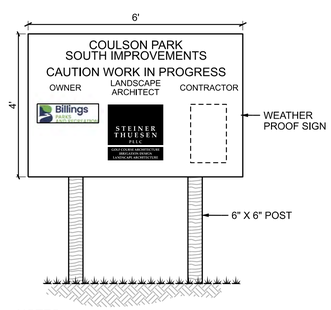
NOT TO SCALE



NOTES:
1. FRAME AND GRATE SYSTEM TO BE NEENAH R-4999-DX W/ TYPE D SOLID LID. PROVIDE SUBMITTALS.
2. TRENCH DRAIN TO BE APPROXIMATELY 6" DEEP. BOTTOM TO MATCH EXISTING SWALE DEPTH AND SLOPE, ADJUST AS REQUIRED.
3. REFER TO CONCRETE FLATWORK DETAIL FOR ADDITIONAL INFORMATION

7 TRENCH DRAIN

NOT TO SCALE



NOTES:
1. PROVIDE COLOR SHOP DRAWING FOR APPROVAL.
2. BACKGROUND TO BE WHITE.
3. PROJECT TITLE TO BE GREEN.
4. "OWNER", "LANDSCAPE ARCHITECT", AND "CONTRACTOR" TO BE BLACK.
5. LOGOS TO BE FULL COLOR.
6. LOCATION TO BE DETERMINED.
7. REMOVE AT END OF PROJECT.

8 PROJECT SIGN

NOT TO SCALE

MONTANA
NATHANIEL G. STEINER
LICENSED
REGISTERED LANDSCAPE ARCHITECT

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COULSON PARK SOUTH IMPROVEMENTS
SITE DETAILS

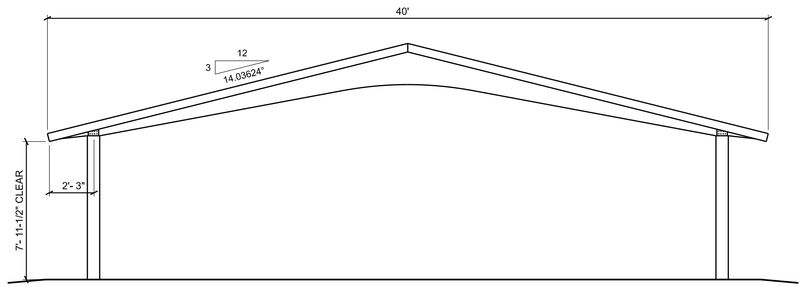
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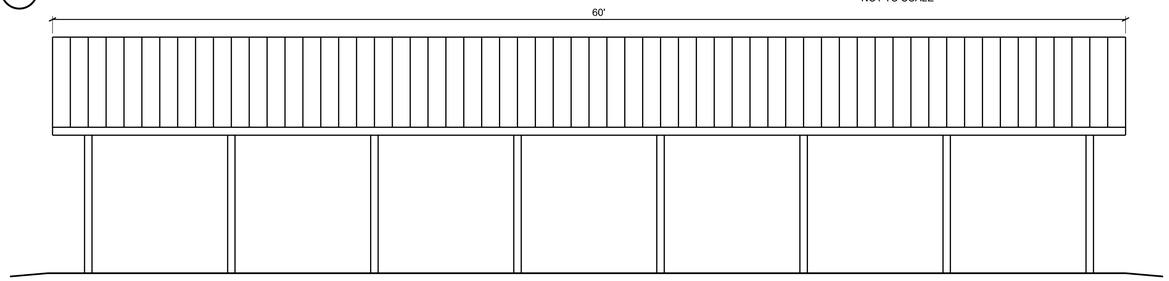
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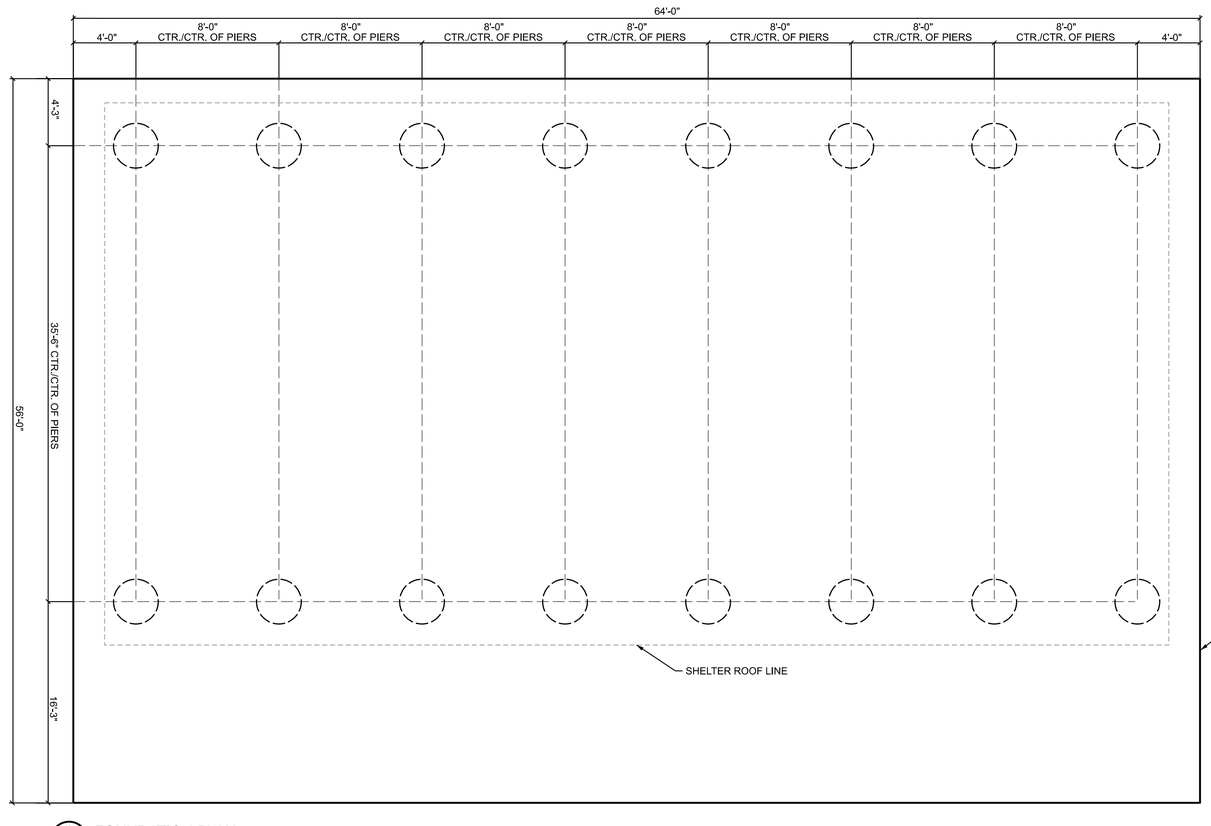
1 END ELEVATION

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2 SIDE ELEVATION

NOT TO SCALE



3 FOUNDATION PLAN

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NOTES:

1. DRAWINGS & DETAILS ARE REPRESENTATIVE OF SHELTER. FINAL DESIGN IS SHELTER MANUFACTURER'S RESPONSIBILITY. MANUFACTURER SHALL PROVIDE A FULL SET OF SHOP DRAWINGS, INCLUDING FOUNDATION DESIGN STAMPED BY A PROFESSIONAL ENGINEER BASED ON SPECIFIC SITE LOCATION. SHELTER MANUFACTURER SHALL APPLY FOR AND PROVIDE BUILDING PERMIT.
2. INSTALLATION TO BE ACCORDING TO MANUFACTURERS RECOMMENDATIONS.
3. CONTRACTOR TO SUBMIT JOINTING PLAN FOR SLAB AT SHELTER.
4. REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION REGARDING EXISTING CONDITIONS AND FOR FOUNDATION REQUIREMENTS.

MONTANA
NATHANIEL G. STEINER
LICENSED
LANDSCAPE ARCHITECT

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COULSON PARK SOUTH IMPROVEMENTS
SHELTER DETAILS

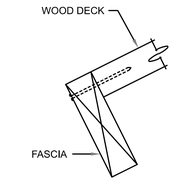
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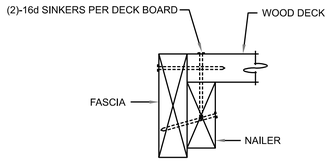
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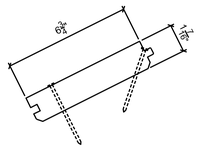
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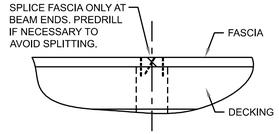
SECTION AA



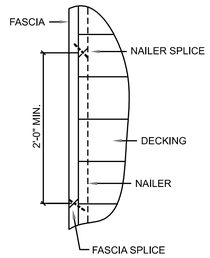
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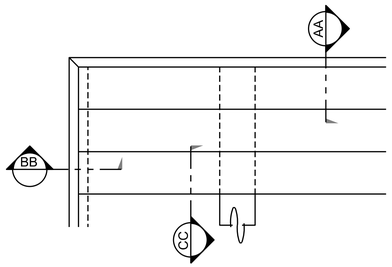
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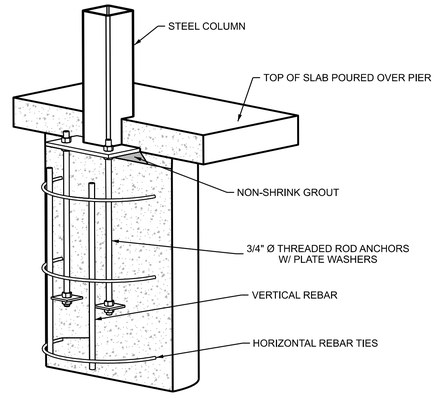
DETAIL A



DETAIL B



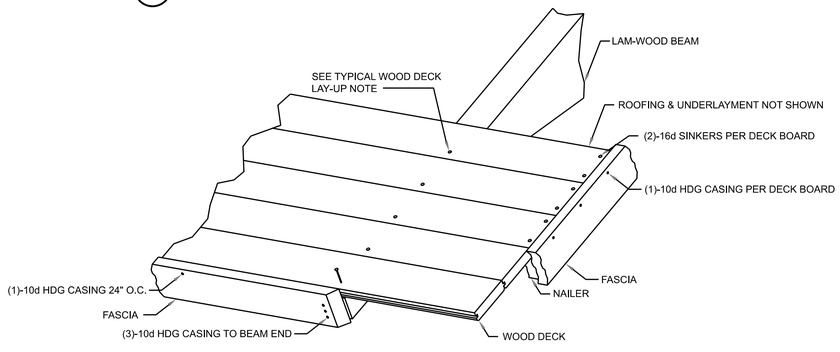
DECK PLAN AT CORNERS

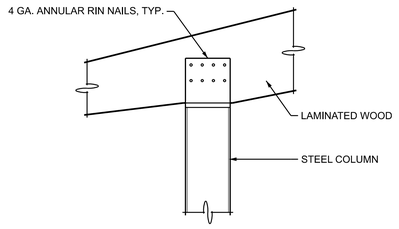


NOTES:
1. TYPICAL PIER DIAMETER IS BETWEEN 2'-0" AND 3'-0"±
TYPICAL PIER DEPTH IS BETWEEN 4'-0" AND 5'-6"±.
2. ACTUAL DESIGN WILL VARY DUE TO BUILDING CODE REQUIREMENTS AND MAY BE LARGER.
3. REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL REQUIREMENTS.

2 STEEL COLUMN PIER DETAIL

NOT TO SCALE





3 COLUMN TO BEAM CONNECTION

NOT TO SCALE

NOTES:
1. DRAWINGS & DETAILS ARE REPRESENTATIVE OF SHELTER. FINAL DESIGN IS SHELTER MANUFACTURER'S RESPONSIBILITY. MANUFACTURER SHALL PROVIDE A FULL SET OF SHOP DRAWINGS, INCLUDING FOUNDATION DESIGN STAMPED BY A PROFESSIONAL ENGINEER BASED ON SPECIFIC SITE LOCATION. SHELTER MANUFACTURER SHALL APPLY FOR AND PROVIDE BUILDING PERMIT.
2. INSTALLATION TO BE ACCORDING TO MANUFACTURERS RECOMMENDATIONS.
3. CONTRACTOR TO SUBMIT JOINTING PLAN FOR SLAB AT SHELTER.
4. REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION REGARDING EXISTING CONDITIONS AND FOR FOUNDATION REQUIREMENTS.

TYPICAL DECK LAY-UP

1. START LAYING DECK AT EAVE W/ TONGUES UP.
2. DRIVE COURSES TIGHT W/ BLOCKING.
3. TOE NAIL & FACE NAIL AT EACH SUPPORT (BEAMS) USING 16d COMMON NAILS.
4. SNAP CHALK LINE AT BUILDING RAKE & CUT DECKING STRAIGHT AND SQUARE.
5. DECKING IS FURNISHED IN SPECIFIED LENGTHS, ALTERNATE COURSES.

FASCIA NOTES:

1. ALL FASCIA CORNERS AND SPLICES ARE TO BE MITERED.
2. SEE DETAILS A & B FOR SPLICE DETAILS.
3. ATTACH FASCIA WITH 10d HDG CASING NAILS:
   a. TO 2x4 NAILER - 24" O.C.
   b. TO BEAM ENDS - 3 NAILS PER FASCIA
   c. TO ENDS OF ROOF DECKING - 1 NAIL PER DECK BOARD
   d. AT CORNERS - 2 NAILS EACH DIRECTION
   e. OTHER LOCATIONS - 24" O.C. TO ROOF DECKING

2 x 4 NAILER

1. MITER ALL SPLICES
2. NAIL SPLICES TOGETHER WITH (2) 10d HDG CASING NAILS, DRIVE NAILS AT AN ANGLE TO AVOID PUNCHING THRU FASCIA.

1 DECKING DETAILS

NOT TO SCALE

0 15' 30' 60' NORTH

MONTANA
NATHANIEL G. STEINER
LICENSED LANDSCAPE ARCHITECT

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COULSON PARK SOUTH IMPROVEMENTS
SHELTER DETAILS

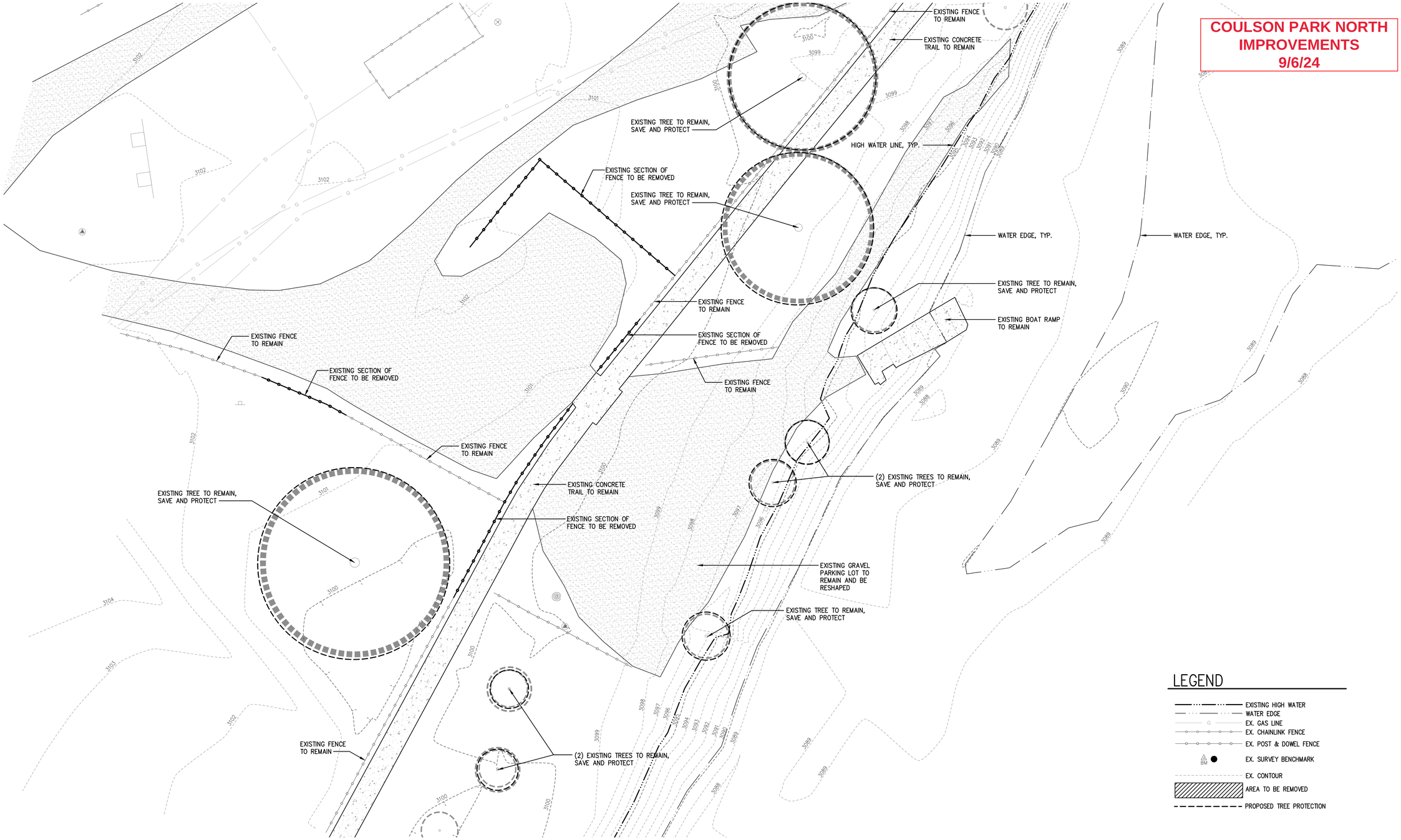
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GOLF COURSE ARCHITECTURE
IRRIGATION DESIGN
LANDSCAPE ARCHITECTURE
1925 GRAND AVE. SUITE 105
P.O. BOX 22943
BILLINGS, MT 59104
406/252-5545 FAX 245-9855

DRAWN BY: JAV, GSG
DATE: 9/6/24
CHECKED BY: NGS
DATE: 9/6/24
REV: -
REV: -
FILE: L5 SHELTER DETAILS.DGN

SHEET L5

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LEGEND

- EXISTING HIGH WATER
- WATER EDGE
- EX. GAS LINE
- EX. CHAINLINK FENCE
- EX. POST & DOWEL FENCE
- EX. SURVEY BENCHMARK
- EX. CONTOUR
- AREA TO BE REMOVED
- PROPOSED TREE PROTECTION

SITE DEMOLITION GENERAL NOTES

1. THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THE PLAN MAY VARY FROM THE ACTUAL CONDITIONS; ADDITIONAL UTILITIES, NOT SHOWN ON PLANS, MAY ALSO EXIST. CONTRACTOR TO FIELD VERIFY ALL UTILITIES AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING UTILITIES, WALKWAYS, OTHER EXISTING STRUCTURES AND IMPROVEMENTS THAT ARE TO REMAIN, AS A RESULT OF THE CONTRACTOR'S WORK. THE REPAIR OF SUCH DAMAGE WILL BE AT NO ADDITIONAL COST TO THE OWNER.
3. IT IS THE CONTRACTORS RESPONSIBILITY TO DOCUMENT ALL DAMAGES AND BRING TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO BEGINNING WORK. ANY DAMAGES NOT DOCUMENTED AND BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO BEGINNING ANY WORK, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. THE EXISTING CONDITIONS PLAN INDICATES THE APPROXIMATE LOCATIONS OF WORK ITEMS WHICH WILL BE REQUIRED AS PART OF THIS CONTRACT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS PRIOR TO START OF PROJECT. ANY DISCREPANCIES BETWEEN EXISTING SITE CONDITIONS AND THIS PLAN MUST BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO BIDDING FOR CONSIDERATION OF SCOPE MODIFICATION.
5. ALL EQUIPMENT AND MATERIALS TO BE DEMOLISHED AND REMOVED MUST BE DISPOSED OF OFFSITE BY THE CONTRACTOR UNLESS OTHERWISE NOTED AS PART OF THE BID AND AT NO ADDITIONAL EXPENSE TO THE OWNER.
6. CONTRACTOR TO REVIEW AND FOLLOW ALL CITY OF BILLINGS AND COUNTY STANDARDS & SPECIFICATIONS AS WELL AS REVIEW PROJECT SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS. CITY AND COUNTY STANDARDS & SPECIFICATIONS SHALL TAKE PRECEDENCE OVER PROJECT SPECIFICATIONS.

NORTH

0 10 20 40

SCALE: 1"=20'-0"

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COULSON PARK PHASE 1
Boat Ramp & Restroom Improvements
City of Billings, Montana

PROJECT NUMBER: 18322.00
DATE: 12.22.2020
DESIGNED:
DRAWN:
CHECKED:

REVISIONS:
02.16.2021

JOB DESCRIPTION: 95% CONSTRUCTION DOCUMENTS

SHEET TITLE: EXISTING CONDITIONS AND DEMOLITION PLAN

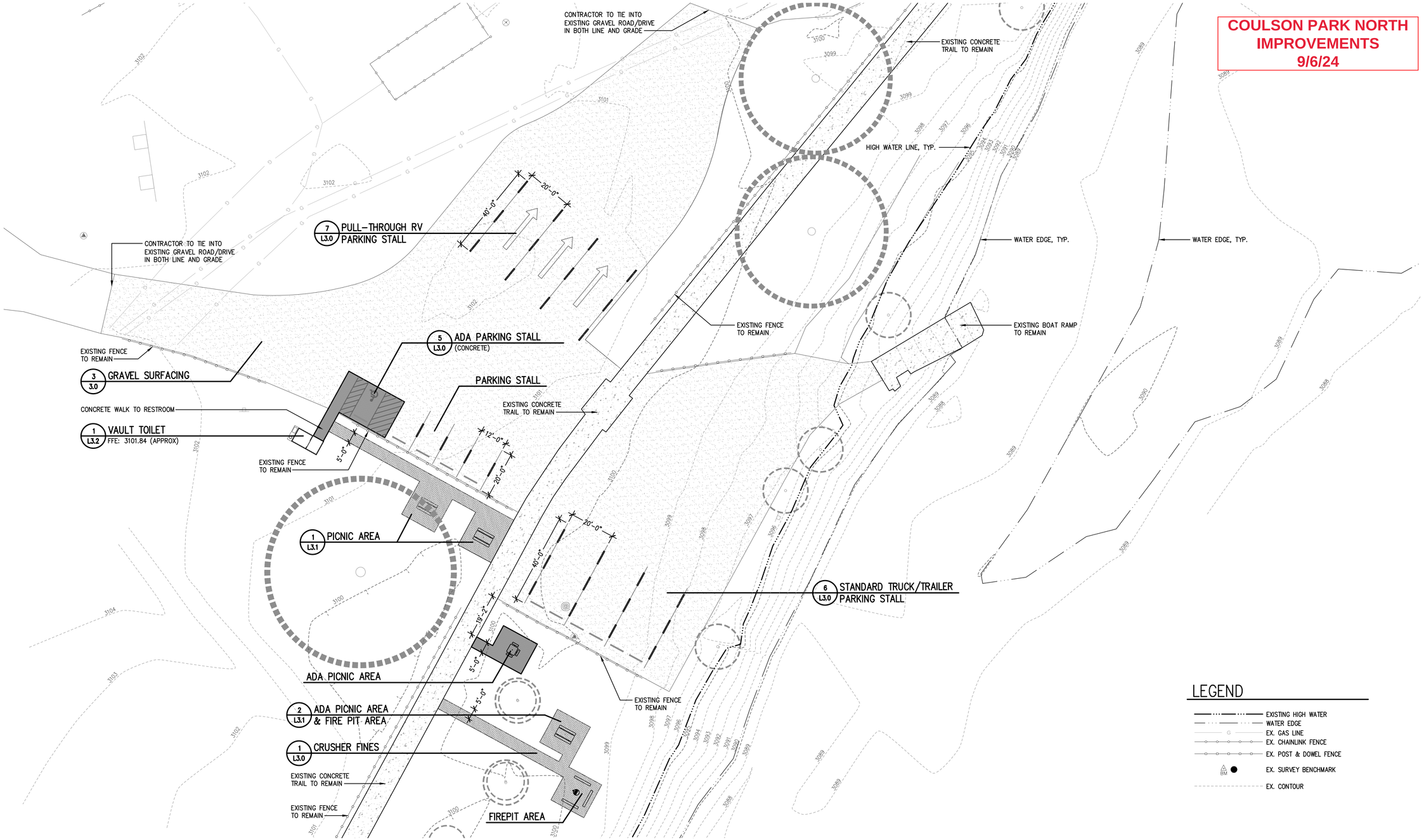
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LEGEND

- EXISTING HIGH WATER
- WATER EDGE
- EX. GAS LINE
- EX. CHAINLINK FENCE
- EX. POST & DOWEL FENCE
- EX. SURVEY BENCHMARK
- EX. CONTOUR

SITE LAYOUT GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STAKING BOTH LINE AND GRADE. ANY DISCREPANCIES, ERRORS OR OMISSIONS ON THE CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT IMMEDIATELY PRIOR TO MOVING FORWARD WITH ANY WORK. FAILURE TO IMMEDIATELY NOTIFY THE OWNER AND LANDSCAPE ARCHITECT WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY FOR ADJUSTMENTS TO THE DESIGN, AT NO ADDITIONAL COST TO THE OWNER.
2. THE CONTRACTOR SHALL STAKE ALL KEY AREAS TO BE REVIEWED BY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO PROCEEDING WITH CONSTRUCTION.
3. REFER TO SITE SURVEY FOR ADDITIONAL INFORMATION. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO BIDDING OR PERFORMING ANY CONSTRUCTION OPERATIONS. ANY DISCREPANCIES, ERRORS OR OMISSIONS ON THE CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT IMMEDIATELY PRIOR TO MOVING FORWARD WITH ANY WORK.
4. PROVIDE PROTECTIVE BARRIERS, FENCING, ETC., AS REQUIRED BY THE CITY OF BILLINGS STANDARDS, PLANS AND SPECIFICATIONS.
5. BEFORE CONSTRUCTION, CONTRACTOR SHALL LOCATE ALL PUBLIC AND PRIVATE UNDERGROUND UTILITIES WITH RESPECTIVE UTILITY COMPANIES AND BECOME FAMILIAR WITH ALL EXISTING UTILITY CONDITIONS.
6. CONTRACTOR TO REPAIR ANY ASPHALT, CONCRETE AND OTHER SITE FEATURES DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS TESTING. ALL RESULTS SHALL BE SUBMITTED TO THE OWNER AND LANDSCAPE ARCHITECT FOR IMMEDIATE REVIEW.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY PERMITS OR LICENSES REQUIRED FOR THE PERFORMANCE OF THE WORK AS APPLICABLE TO THIS PROJECT.
9. ADDITIONAL CAD LAYOUT INFORMATION WILL BE PROVIDED TO THE SELECTED CONTRACTOR PRIOR TO CONSTRUCTION FOR LAYOUT PURPOSES.
10. DUE TO SCALE OF DRAWINGS, NOT ALL CONDITIONS/ITEMS CARRY A DETAIL CALLOUT OR NOTATION ON THE PLAN. THIS DOES NOT EXCLUDE THIS CONDITION/ITEM FROM THE PROJECT. QUESTIONS OR CONCERNS REGARDING WHAT IS INCLUDED WITHIN THIS PROJECT SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO BIDDING OTHERWISE ALL ELEMENTS, FEATURES, UTILITIES, ETC. SHALL BE INCLUDED WITHIN THE ORIGINAL BID..
11. CONTRACTOR TO RELOCATE ANY EXISTING SITE UTILITIES THAT MAY CAUSE CONFLICT WITH WALLS, FOOTING, AND GRADING AT NO ADDITIONAL COST TO OWNER.

NORTH

0 10 20 40

SCALE: 1"=20'-0"

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Boat Ramp & Restroom Improvements
City of Billings, Montana

PROJECT NUMBER: 18322.00
DATE: 12.22.2020
DESIGNED:
DRAWN:
CHECKED:

REVISIONS:
02.16.2021

JOB DESCRIPTION: 95% CONSTRUCTION DOCUMENTS

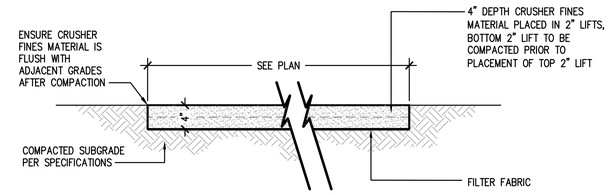
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SHEET NUMBER: **L2.0**

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PLOT DATE - Jul 16, 2021 - 1:47pm

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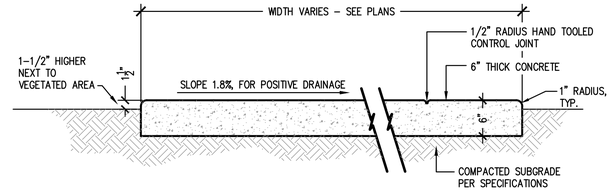


CRUSHER FINES:

1. CRUSHER FINES MATERIAL SHALL MEET THE FOLLOWING SPECIFICATIONS: CLEAN, HARD, DURABLE PARTICLES OR FRAGMENTS OF 3/8" MINUS SELECT GREY CRUSHED GRANITE, RIVER ROCK OR BASALT. FINES SHALL BE ANGULAR AND MINIMUM OF 90% SHALL HAVE AT LEAST ONE FRACTURED FACE. COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT, SAMPLES OF FINES WILL BE SUBMITTED FOR APPROVAL PRIOR TO APPLICATION.
2. TRAIL SUB-BASE SHALL BE ROLLED AND COMPACTED WITH NO LESS THAN 10 PASSES OF THE ROLLER. BOTH 2" LIFTS OF CRUSHER FINE APPLICATION SHALL BE WATERED, ROLLED AND COMPACTED WITH NO LESS THAN 5 PASSES EACH OF THE ROLLER. NO TRAIL COMPACTION TESTING WILL BE REQUIRED.
3. CONTRACTOR TO PROVIDE A FABRIC UNDER THE ENTIRE LENGTH AND WIDTH OF THE CRUSHER FINES TRAIL. TYPE #3401 THERMALLY SPUN POLYPROPYLENE, NON-WOVEN, THIN WEED CONTROL FABRIC 4.0 OZ/LINEAL YARD WEIGHT OR APPROVED EQUAL. CONTRACTOR TO PROVIDE A 12"x12" SAMPLE FOR APPROVAL PRIOR TO APPLICATION.

1 CRUSHER FINES

NOT TO SCALE

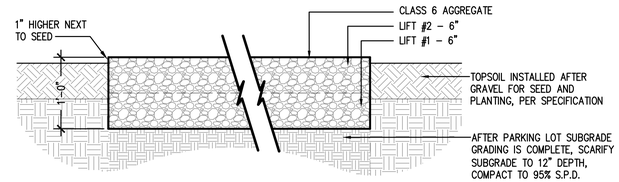


CONCRETE PAVEMENT:

1. 4000 PSI CONCRETE PAVING W/MEDIUM BROOM FINISH PERPENDICULAR TO TRAFFIC FLOW. RE: SPEC FOR MIX DESIGN.
2. ALL FINISH SURFACES TO DRAIN AT 1.8% MAXIMUM CROSS SLOPE, UNLESS OTHERWISE NOTED.
3. ALL CONTROL JOINTS IN PLAZA AREAS TO BE HAND TOOLED TO 1/3 DEPTH OF CONCRETE, REFER TO PLANS FOR EXACT LOCATIONS
4. CONTROL JOINTS AT WALKWAYS SHALL BE AT 10' MAX, SCORE JOINTS SHALL BE AT 5' MAX.

2 CONCRETE PAVING

NOT TO SCALE

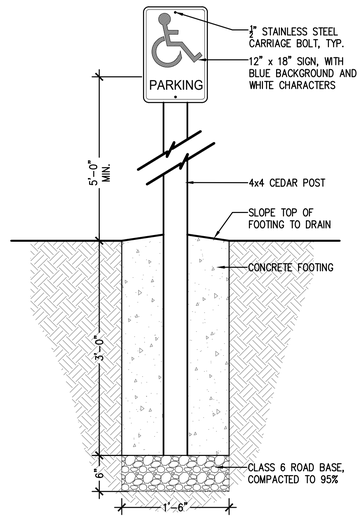


GRAVEL PAVING:

1. REFER TO RECOMMENDATIONS FROM GEOTECHNICAL ENGINEER FOR PARKING LOT SURFACE. GEOTECH RECOMMENDATIONS TAKE PRECEDENCE OVER DETAIL.
2. CONTRACTOR TO PROOF-ROLL SUBGRADE, AND REMOVE SECTIONS THAT SHOW EXCESSIVE HEAVING OR DEFORMATION, REPLACE WITH SUITABLE FILL AND RE-COMPACT.

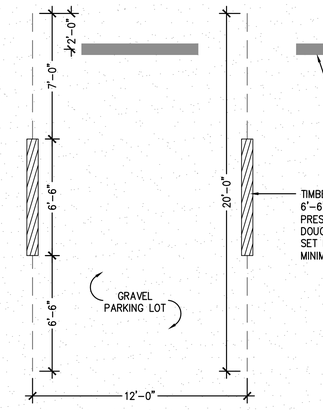
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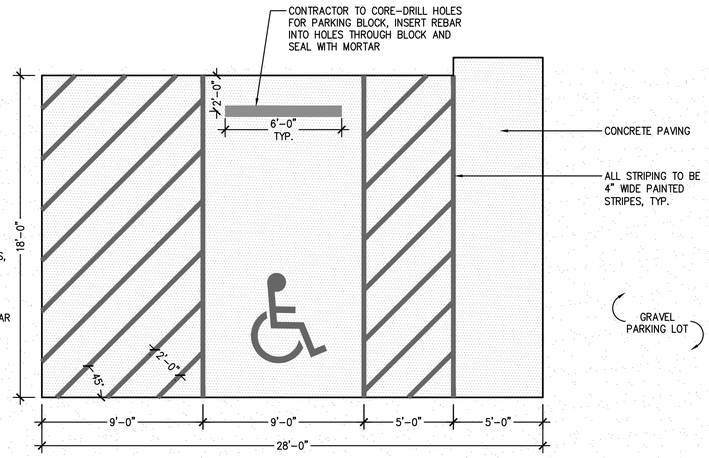
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4 ACCESSIBLE SIGN

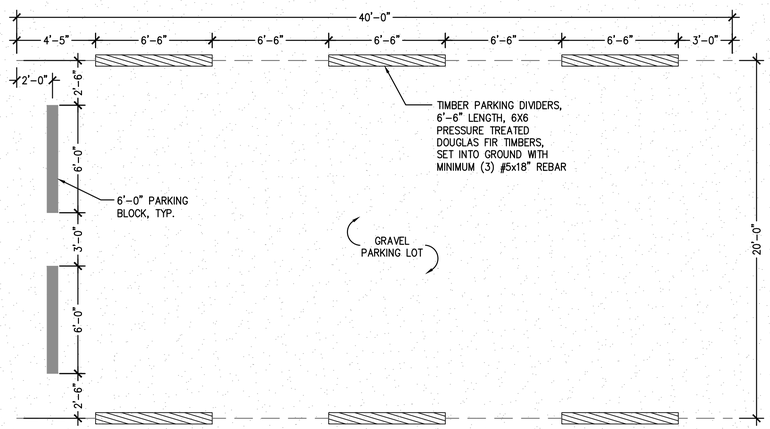
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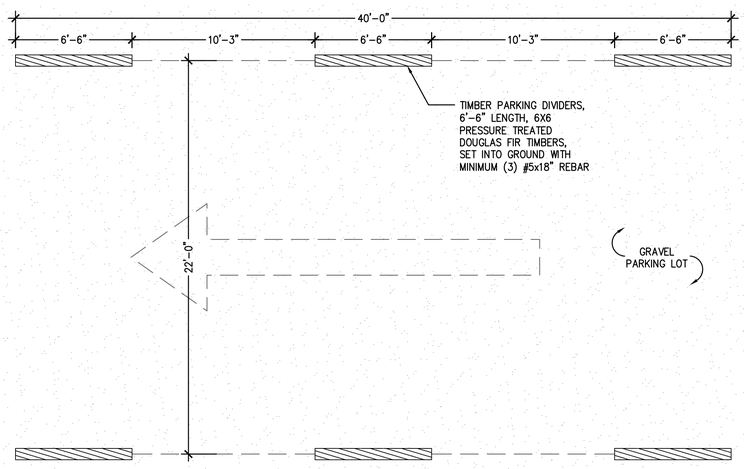
5 ADA PARKING STALL

NOT TO SCALE



6 STANDARD TRUCK/TRAILER PARKING STALL

NOT TO SCALE



7 PULL-THROUGH RV PARKING STALL

NOT TO SCALE

COULSON PARK NORTH IMPROVEMENTS 9/6/24

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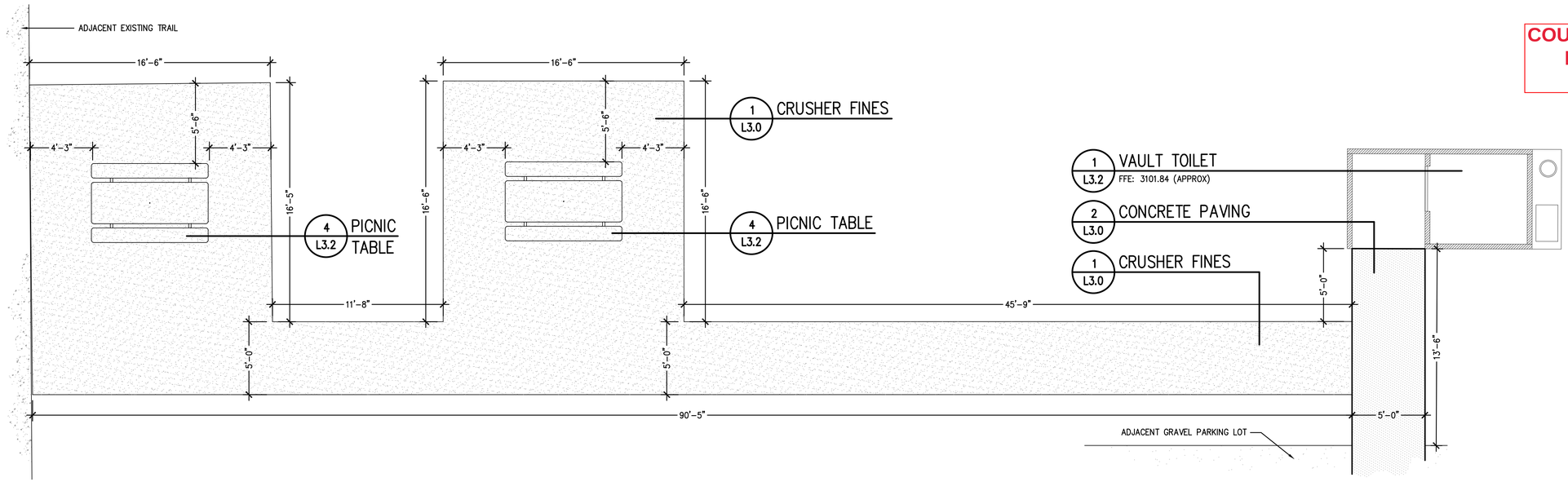
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COULSON PARK PHASE 1
Boat Ramp & Restroom Improvements
City of Billings, Montana

PROJECT NUMBER: 18322.00
DATE: 12.22.2020
DESIGNED:
DRAWN:
CHECKED:
REVISIONS:
02.16.2021
JOB DESCRIPTION: 95% CONSTRUCTION DOCUMENTS
SHEET TITLE: SITE DETAILS
SCALE: AS SHOWN
SHEET NUMBER: L3.0

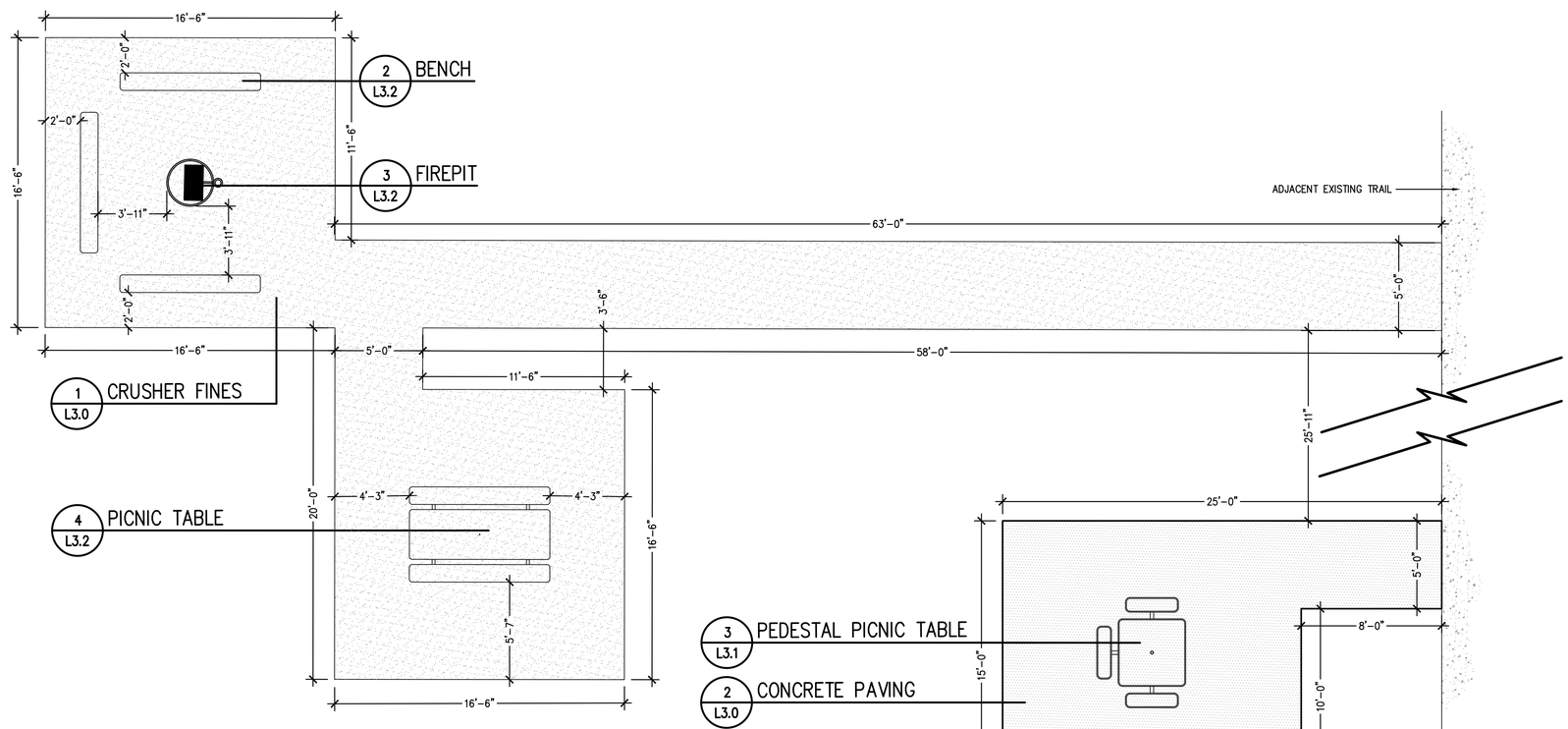
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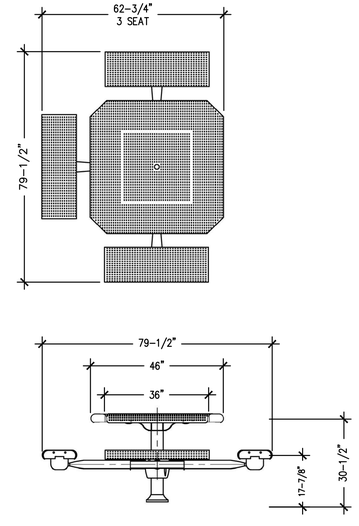
1 PICNIC AREA

NOT TO SCALE



2 ADA PICNIC AREA & FIRE PIT AREA

NOT TO SCALE



3 PEDESTAL PICNIC TABLE

NOT TO SCALE

MANUFACTURER: URBANSCAPE
(OR APPROVED SUBSTITUTE)
MODEL: PODP51C, 46" SQUARE TABLE
SEATS: 3 (ADA MODEL)
COLORS: SEAT/TABLETOP – PEWTER VEIN
FRAME – TEXTURED BLACK
MOUNTING: **SURFACE MOUNT** ON 6" THICK CONCRETE PAD
PERFORATION: SQUARE

COULSON PARK NORTH IMPROVEMENTS 9/6/24

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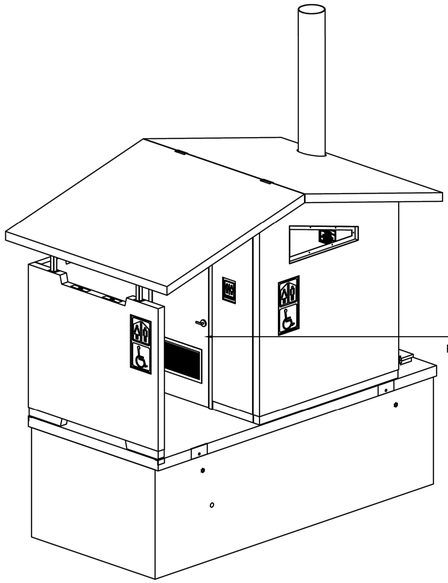
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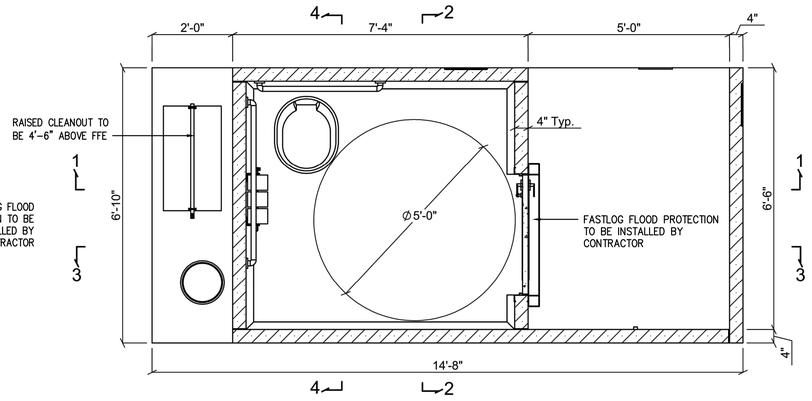
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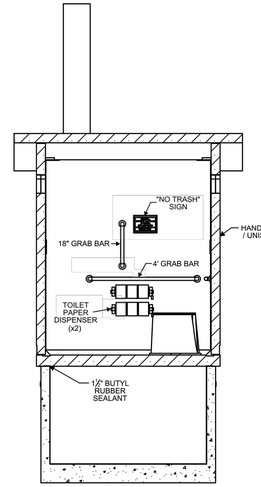
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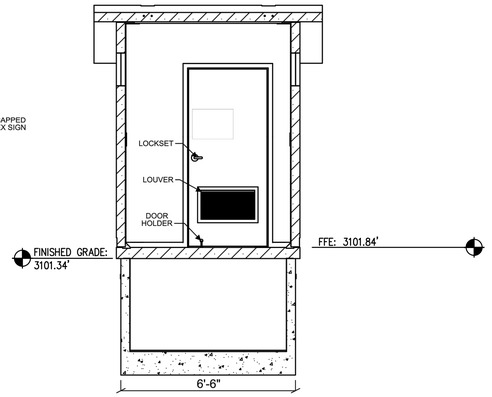
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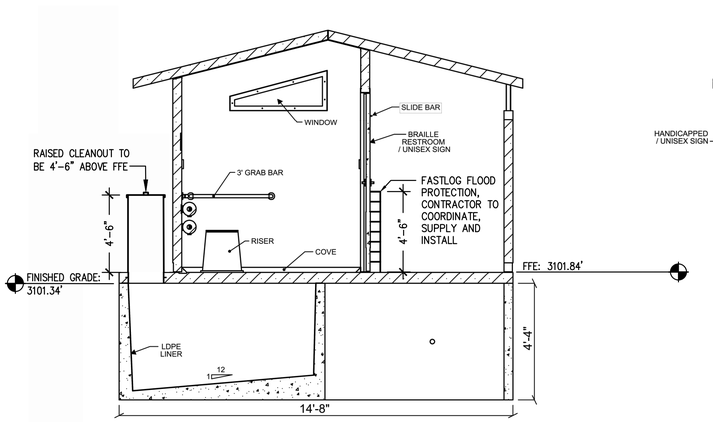
COULSON PARK NORTH IMPROVEMENTS 9/6/24

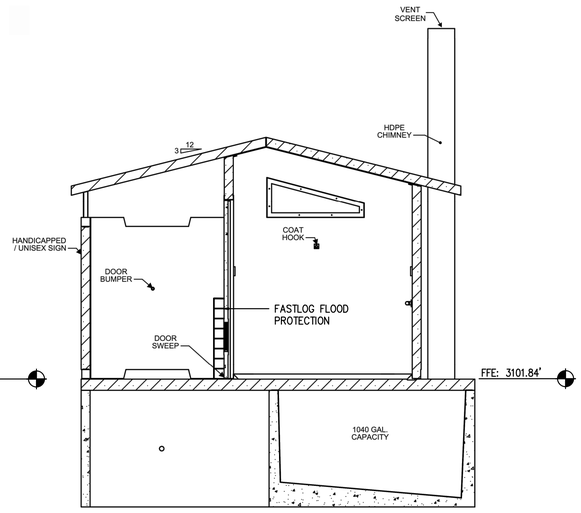


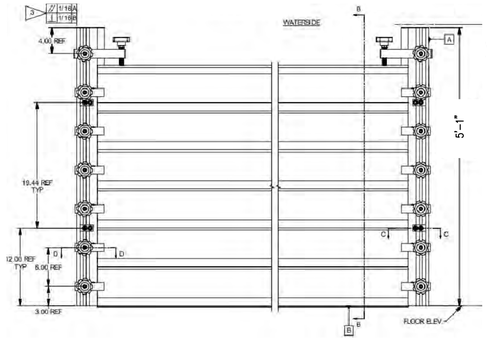












FASTLOG FLOOD PROTECTION

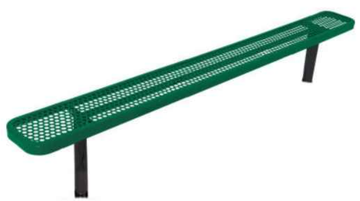
PRESRAY FASTLOG MODEL #AL6061–T6,
SUPPLIED BY PRESRAY, OR APPROVED SUBSTITUTE
PHONE: 845–373–6700

VAULT RESTROOM NOTES:

1. VAULT RESTROOM STRUCTURE PROVIDED BY (NO APPROVED SUBSTITUTE):
   MISSOULA CONCRETE, INC.
   PO BOX 16086
   MISSOULA, MONTANA 59808
2. CONTRACTOR IS RESPONSIBLE FOR PREPARING ALL SUBGRADE IMPROVEMENTS PRIOR TO RESTROOM DELIVERY.
3. ALL DRAWINGS ON THIS SHEET PROVIDED BY MISSOULA CONCRETE, INC.
4. IT IS THE CONTRACTORS RESPONSIBILITY TO MAKE THEMSELVES AWARE OF NECESSARY REQUIREMENTS BY THE RESTROOM MANUFACTURER PRIOR TO BIDDING AS ALL IMPROVEMENTS NECESSARY TO INSTALL RESTROOM STRUCTURE SHALL BE INCLUDED WITHIN THE BID AND AT NO ADDITIONAL COST TO THE OWNER.
5. CONTRACTOR TO PROVIDE AND INSTALL FASTLOG FLOOD PROTECTION GATES @ DOOR TO A HEIGHT OF: 4'–6", COORDINATE W/ MANUFACTURER OF RESTROOM AND FLOOD GATES.
6. VAULT VENT/ COVER TO BE RAISED/ EXTENDED BY 4'–6" TO ELEVATE IT ABOVE THE 3104.25' FLOODPLAIN ELEVATION, BY RESTROOM MANUFACTURER.

1 VAULT TOILET

NOT TO SCALE



2 BENCH

ULTRAPLAY BENCH MODEL #WBB1915823, FRAME TO BE COLOR BLACK, SEAT TO BE COLOR GREEN. AS SUPPLIED BY GLOBAL INDUSTRIAL, OR APPROVED SUBSTITUTE

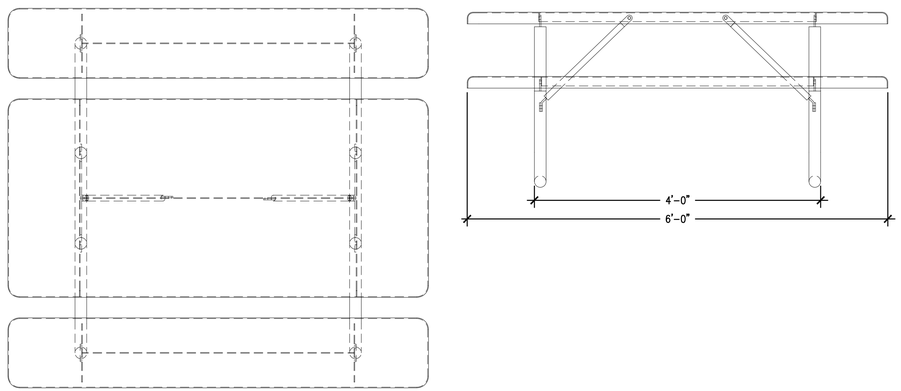
NOT TO SCALE



3 FIREPIT

NATIONAL OUTDOOR FURNITURE MODEL #JTA 11301. AS SUPPLIED BY NATIONAL OUTDOOR FURNITURE, OR APPROVED SUBSTITUTE

NOT TO SCALE



4 PICNIC TABLE

WAUSAU TILE PICNIC TABLE MODEL #MF1055, FRAME TO BE COLOR MF BLACK–8, TABLE TOP AND SEATS TO BE COLOR MF BROWN–4. AS SUPPLIED BY WABASH VALLEY, OR APPROVED SUBSTITUTE

NOT TO SCALE

DHM DESIGN
900 S. Broadway
Suite 300
Denver, CO 80209
303.892.5566
www.dhmdesign.com

REUSE OF DOCUMENT
This document is the property of DHM Design Corp. The ideas and design incorporated on this document is an instrument of professional service and shall not be used for any other project without written authorization of DHM Design Corp.

COULSON PARK PHASE 1
Boat Ramp & Restroom Improvements
City of Billings, Montana

PROJECT NUMBER: 18322.00
DATE: 12.22.2020
DESIGNED:
DRAWN:
CHECKED:

REVISIONS:
02.16.2021

JOB DESCRIPTION: 95% CONSTRUCTION DOCUMENTS

SHEET TITLE: SITE DETAILS

SCALE: AS SHOWN

SHEET NUMBER: **L3.2**

XREFS
TITLEBLOCK (S) Wy SaturdyAyr\Love Transfer\Coulson\7_22\Phase 1a-15\CAD\Xrefs\18322-Titleblock-24x36.dwg)
FILE NAME
C:\Users\jlarson\appdata\Local\Temp\AcPublish_7372\SD-18322-L3.2 - SITE DETAILS.dwg
PLOT DATE: 16 Feb, 2021 - 2:14pm

Docusign Envelope ID: 74D04754-13D7-4D58-8CF7-8BB61578D157

City Council Regular

Date:	01/27/2025
Title:	Coulson Park North/South Improvements Construction Bid Award
Presented by:	Brad Wright
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

PRPL staff recommends the City Council award a contract base bid for Coulson Park North/South Improvements to K2 Civil in the amount of $249,179. This includes the base bid of $192,784 and alternate 1 for $56,395.

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

The funding for this project is from a NRDP (Natural Resource Damage Program) grant. This agenda item is contingent on Council accepting and approving the use of funds. The North/South improvements are a combined project. The need for combining the project was due to the fact the original consulting firm that designed the master plan and was to administer construction services was no longer in business. Steiner Thuesen combined plans for each and made it one project. The project includes a new restroom, 60x40 shelter, updated sidewalks, trails, and parking areas. A new trail will also be installed connecting the north and south areas. These were accepted funds from flooding in 2018. Attached is the council memo and the contract. Although the park was partially open to the public over the last 7 years, the bulk of the park was shutdown due to covid and worked performed by Phillips 66 and Sletten Construction.

Project bids were opened on October 1, 2024.

STAKEHOLDERS

Billings Parks and Recreation, City of Billings

ALTERNATIVES

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

FISCAL EFFECTS

Funding is coming from a NRDP Grant in the amount of $332,949.75. An additional $24,000 is currently being held by PRPL. PRPL will be responsible for ordering a prefabricated restroom and a 60x40 shelter. Installation costs of these items are covered by K2 Civil's bid. There will be approximately $59,770 remaining for bathroom and additional upcoming work. The current operating budget is approximately 20-22% of the master plan budget of $1,759,729.00. This budgetary number was determined in 2019. We do not expect to hire any FTEs. Any additional work added because of the improvements should still be handled in the allotted time that a park employee is already onsite. With proper maintenance we expect the restroom and shelter to surpass the suggested life expectancy by the manufacturer.

Attachments

Invitation to bid
K2 Bid Packet
BId Bond
Coulson Park Construction Drawings
Council Memo 2018
DOJ Contract
TO5

Docusign Envelope ID: 74D04754-13D7-4D58-8CF7-8BB61578D157

Billings
PARKS
AND RECREATION

STEINER THUESEN PLLC
(,01T' COURSE ,\\ICIll1 ECIURI
IRHI(JAI ION DI SH,
I ANDSCAI'I AIICIIITFC TURI
1925 C,RAND AVI SUIll 105
ro BOX 22943
lIll LINGS, MI 5'110'
06/252-5545 fAX 245 9855

BID SUBMITTAL PACKAGE

COULSON PARK NORTH & SOUTH IMPROVEMENTS

BID SUBMITTED BY:

_____

THESE DOCUMENTS MUST BE EXECUTED FOR BID

[/j **BID FORM (COMPLETED)**
[**v] ADDENDUMS (ACKNOWLEDGED IN BID FORM)**
[**0 10% BID SECURITY (ENCLOSED)**
[**'1 UNIT PRICES PER SP-43 {COMPLETED)**

- Bids submitted via email shall have the **bid bond** scanned and included with the bid. Emailed bids should be sent to bids@billingsmt.gov
- Bids submitted via mail shall have any of the bid securities included. Mailed bids should be sent to City of Billings, PO Box 1178, Billings, MT 59103.
- Bids submitted via hand delivery shall have any of the bid securities included. Hand delivered bids should be delivered to City of Billings at the Office of the City Clerk, 210 **N.** 27th Street, Billings, MT 59101.

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Docusign Envelope ID: 74D04754-13D7-4D58-8CF7-8BB61578D157

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Coulson Park North & South Improvements

(Name of Project)

Charlene Street
Billings, Montana 59102

(Location)

CONTRACT IDENTIFICATION AND NUMBER:

Coulson Park North & South Improvements

THIS BID SUBMITTED TO:

City of Billings
bids@billingsmt.gov

or

City of Billings
P.O. Box 1178
Billings, MT 59103

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	9/23/24
2	9/27/24

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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/Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer/Architect 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/Architect or any member of such officials immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

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

LUMP SUM BID

Base Bid:

TOTAL LUMP SUM BID PRICE $192,784.00

(Figures)

TOTAL LUMP SUM BID PRICE One Hundred Ninety Two Thousand Seven Hundred Eighty Four Dollars and No Cents

(Words)

Additive [or Deductive] Alternate(s):

Alternate No. 1: Shelter Installation

TOTAL LUMP SUM ALTERNATE PRICE $_5_6 ,3_9_5_.0_0

(Figures)

TOTAL LUMP SUM ALTERNATE PRICE Fifty Six Thousand Three Hundred Ninety Five Dollars and No Cents

(Words)

Alternate No. 2: Concrete at Trail Between Restroom and Existing Trail

TOTAL LUMP SUM ALTERNATE PRICE $_6 ,5_7_0_.o_o

(Figures)

TOTAL LUMP SUM ALTERNATE PRICE Six Thousand Five Hundred Seventy Dollars and No Cents

(Words)

Alternate No. 3: Concrete at Trail Between Existing Trail and Fire Pit

TOTAL LUMP SUM ALTERNATE PRICE$ 4,125.00

(Figures)

TOTAL LUMP SUM ALTERNATE PRICE Four Thousand One Hundred Twenty Five Dollars and No Cents

(Words)

A. Lump Sum Prices have been computed in accordance with 11.01 of the General Conditions.

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B. The OWNER reserves the right to reject any or all bids.

6.01 Bidder agrees that the Work will be substantially completed and competed 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 identified in the Instructions To Bidders.

B. Unit Prices, See Special Provisions.

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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 _O_c_to_b_e:...r:...1_____2_0_24_____

(Date)

Montana Contractor's Registration# (if any) _2_6_14_5_3_ _

Montana Contractor's Gross Receipts Account# 6827193-003-CGR
(Example: XXXXXX-XXX-CGR)
Employer's Tax ID No. _8_7_-0_8_4_01_8_9_____

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:_____

_____

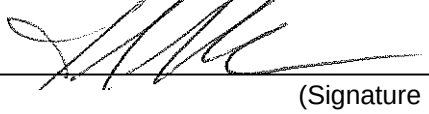
Phone No.:_____.FAX No: _____

Docusign Envelope ID: 74D04754-13D7-4D58-8CF7-8BB61578D157

A Corporation: K_2_C_iv_il_,_in_c_.
(Corporation Name)

State of Incorporation: _M_o_n_ta_n_a

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

By: 
(Signature of person authorized to sign)

Title: ice President

Attest: if A&. I£, r (Signature)

Business Address: 6611 Trade Center Ave. Billings, MT 59101

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

Date of Qualification To Do Business Is: June 2022

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name:.
(Name)

By:
(Signature of Joint Venture Partner)

Name:
(Name, printed or typed)

Title:

Business Address:

Phone No.: FAX No:

Docusign Envelope ID: 74D04754-13D7-4D58-8CF7-8BB61578D157

Joint Venturer Name:_____
(Name)

By:_____
(Signature of Joint Venture Partner)

Name:_____
(Name, printed or typed)

Title:_____

Business Address:_____

_____

Phone No.:_____ FAX No: _____

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

_____

Phone No.:._____ FAX No: _____

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

END OF SECTION

Docusign Envelope ID: 74D04754-13D7-4D58-8CF7-8BB61578D157

Docusign Envelope ID: 74D04754-13D7-4D58-8CF7-8BB61578D157

SP-43 UNIT PRICES

The following unit prices may be used to adjust the contract sum in the event the Owner desires to increase or decrease the scope of work. The Contractor understands the Owner reserves the right to select any, all or none of the unit prices, and to adjust the contract amount accordingly.

All unit prices shall be for all work required to furnish and install, including incidentals, complete-in-place systems. Unit price items may or may not be included in base bid work. No adjustment to base bid and alternative amounts shall be made without written authorization prior to commencement of the work.

These unit prices are to be filled out and provided with the Bid. Bids received without this section filled out may be considered non-responsive.

UNIT	ITEM DESCRIPTION	UNIT COST
CY	Strip and stockpile topsoil	$7.00
CY	Site grading	$12.00
CY	Place topsoil from stockpile	$7.50
CY	Import clean fill material	$22.50
SF	Finish grade topsoil	$0.15
EA	Relocate existing boulder at parking area	$110.00
EA	Rock bench as detailed.	$500.00
EA	ADA parking sign	$515.00
EA	6' Concrete parking block	$200.00
EA	Parking striping	$18.00
EA	ADA parking symbol striping	$75.00
EA	Project Sign	$700.00
LF	Trench drain	$87.00
LF	12" CMP culvert	$97.00
EA	Flared end for 12" CMP culvert	$150.00
LS	Fence modifications for walkway	$250.00
SF	6' wide gravel trail as detailed	$3.20
SF	6' wide concrete walkway as detailed.	$8.60
SF	6" thick concrete over base gravel at parking	$11.00
SF	Concrete pad at shelter	$6.50
EA	Bike rack as detailed	$310.00
SF	Hydroseeding dryland grass	$0.17
SF	Broadcast dryland grass	$0.10
EA	Standard picnic table	$1,570.00
EA	ADA picnic table installed	$1,810.00

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EA	Bench installed	$400.00
EA	Firepit installed	$500.00
LS	Fastlog flood protection unit	$8750.00
LS	Restroom installation	$4350.00
LS	Shelter installation	$18,500.00
LS	Stormwater Pollution Prevention Plan	$3,425.00

END OF SECTION

Docusign Envelope ID: 74D04754-13D7-4D58-8CF7-8BB61578D157

AIA® Document A310™ – 2010

Bid Bond

Bond No. BD027175

CONTRACTOR:
K2 CIVIL, INC.

6611 Trade Center Avenue
Billings, MT 59101

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:
City of Billings Parks and Recreation
390 North 23rd Street
Billings, MT 59101

BOND AMOUNT: 10% of the Amount Bid Not to Exceed $28,600.00

PROJECT:
Coulson Park North & South Improvements

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of October 2024

(Witness)

(Witness) Gabrielle Glinbizzi

K2 CIVIL, INC.
(Principal) (Seal)

V.P.
(Title)

First Indemnity of America Insurance Company
(Surety) (Seal)

Gina Ring, Attorney-in-fact

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SURETY ACKNOWLEDGEMENT

State of New Jersey

ss:

County of Morris

On this 1st day of October, 2024, before me personally comes Gina Ring to me known; who, being by me duly sworn, deposes and says that he/she resides in Cedar Grove, NJ, 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

Docusign Envelope ID: 74D04754-13D7-4D58-8CF7-8BB61578D157

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: Gina Ring, 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.

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
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 01 day of October, 2024.

Jane E. Lynch, Secretary

[FIA POWER 2014 06 03]

Docusign Envelope ID: 74D04754-13D7-4D58-8CF7-8BB61578D157

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2023

Assets:		
Bonds		$ 13,948,551
Preferred & Common Stocks		6,760,615
Mortgage Loans		97,104
Real Estate		1,354,308
Cash and Short Term Investments		5,432,614
Investment Income Due and Accrued		144,555
Premiums in the Course of Collection (under 90 days)		907,137
Reinsurance Recoverable on Loss and LAE Payments		112,171
Deferred Tax Asset		593,605
Other Assets		38,472
Total Admitted Assets		$ 29,389,132
Liabilities and Surplus:		
Reserve for Loss and Loss Adjustment Expenses		6,610,281
Other Expenses		489,345
Taxes Licenses and Fees		51,509
Federal Income Tax Payable		438,252
Unearned Premium		2,979,370
Amounts Withheld or Retained for Others		4,536,068
Ceded Reinsurance Balances Payable		353,055
Security Deposits		12,600
Total Liabilities		15,470,480
Capital & Surplus:		
Common Stock, Paid Up	2,500,000	
Paid in and Contributed Surplus	1,480,945	
Unassignd Surplus	9,937,707	
Surplus as Regards to Policyholders		13,918,652
Total Liabilities and Surplus		$ 29,389,132

I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2023, according to the best information, knowledge, and belief.

Glenn A. Runne
Chief Financial Officer

State of New Jersey)
County of Morris) SS:
Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Morris Plains, this 21st day of February, 2024.

Kathleen Fochesto
My Commission Expires March 16, 2025

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

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K2CIVIL-01 KKUMPULA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/12/2025

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	CONTACT NAME:	
Billings Office Marsh McLennan Agency LLC P.O. Box 30638 Billings, MT 59107-0638	PHONE (A/C, No, Ext): (406) 238-1900	FAX (A/C, No): (406) 245-9887
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
K2 Civil Inc 6513 Trade Center Ave Billings, MT 59101	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : Continental Insurance Company	35289
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 X PRO-JECT LOC OTHER:	X	X	7063744410	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG RESIDENTIAL DED	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	7063744407	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	7063744391	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,000 $ $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC763744424	1/1/2025	1/1/2026	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)

All Projects
Umbrella is follow form

30 Day NOC applies

CERTIFICATE HOLDER

City of Billings
Parks & Recreation
390 N 23rd St
Billings, MT 59101

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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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but 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:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but 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:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with “arising out of” language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

Policy No:
Endorsement No:
Effective Date:

Insured Name:

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

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1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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6. **Broadened Liability Coverage For Damage To Your Product And Your Work**
7. **Contractual Liability - Railroads**
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21. **Personal And Advertising Injury - Contractual Liability**
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25. **Waiver of Subrogation – Blanket**
26. **Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs**

Policy No:
Endorsement No:
Effective Date:

Insured Name:

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Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

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An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. Bodily injury, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. Bodily injury or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

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2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

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(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

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Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

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(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

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This insurance does not apply to:

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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

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Contractors' General Liability Extension Endorsement

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Policy No:
Endorsement No:
Effective Date:

Insured Name:

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Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

  (1) bodily injury to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

  (2) bodily injury to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

  (1) bodily injury to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

  (2) bodily injury to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

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(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

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, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

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Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs (**3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured**

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with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: @@@@@@@@@@@@@@; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

This Paragraph **B.** does not apply to medical expenses incurred in the state of Missouri.

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

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(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

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B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

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However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amend to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

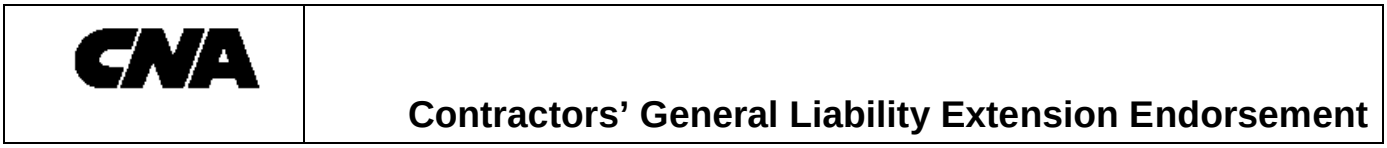
2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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Contractors' General Liability Extension Endorsement

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No:
Endorsement No:
Effective Date:

Insured Name:

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Workers Compensation And Employers Liability Insurance
Policy Endorsement

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 on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

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

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

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

The following is added to **Section IV, Paragraph A.2.a.**:

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2024

Effective: January 13, 2024

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

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

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59620-1503
Phone 406-444-6543

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

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

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

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of January 13, 2024

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."

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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(24), 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(22), 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.

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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.

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WAGE RATES

BOILERMAKERS

Wage	Benefit
$35.30	$30.94

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

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

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BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
$32.32	$16.78

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

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CARPENTERS

Wage	Benefit
$34.50	$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.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
$30.76	$14.40

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
$31.55	$14.10

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
$37.00	$15.93

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

This group includes but is not limited to:
Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
$37.00	$15.93

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

This group includes but is not limited to:
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
$37.00	$15.93

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

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
$38.00	$15.93

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

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
$39.00	$15.93

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.

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

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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
$26.57	$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	$11.82

This group includes but is not limited to:
Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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

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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
$26.76	$11.82

This group includes but is not limited to:
Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete);
Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc

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

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

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DIVERS

	Wage	Benefit
Stand-By	$48.51	$16.05
Diving	$97.52	$16.05

Depth Pay (Surface Diving)

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

Diving In Enclosures

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

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

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DIVER TENDERS

Wage	Benefit
$47.55	$16.05

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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ELECTRICIANS

Wage	Benefit
$38.86	$17.75

Travel:
No mileage due when traveling in employer's vehicle.

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

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

Per Diem
District 4
>60 mi. $80.00/day
Per Diem in Big Sky and West Yellowstone $125/day.

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

Wage	Benefit
$42.26	$21.99

Duties Include:
Insulate pipes, ductwork or other mechanical systems.

Travel:
0-30 mi. free zone
>30-40 mi. $25.00/day
>40-50 mi. $35.00/day
>50-60 mi. $45.00/day
>60 mi. $130.00/day plus
- $0.56/mi. if transportation is not provided.
- $0.20/mi. if in company vehicle.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
$33.95	$24.50

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

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

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
$33.95	$24.50

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

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

LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
$38.56	$17.93

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
$30.11	$17.44

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
$50.35	$19.54

Duties Include:
All work on substations

Travel:
No Free Zone
$60.00/day

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MILLWRIGHTS

Wage	Benefit
$40.49	$18.84

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 and Per Diem:
No travel or per diem established.

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PILE BUCKS

Wage	Benefit
$34.50	$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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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
$40.06	$20.71

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:
District 4
0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: $0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: $110.00/day.

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SPRINKLER FITTERS

Wage	Benefit
$39.06	$25.39

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

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

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

No travel allowance required when in employer's vehicle except when staying the night.
>100 mi. $125.00/day

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TRUCK DRIVERS

	No Rate Established	
	Wage	**Benefit**
Truck Driver	$31.00	$9.37

Truck drivers include but are not limited to:
Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

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

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

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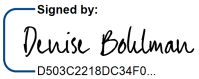
Certificate Of Completion

Envelope Id: 74D04754-13D7-4D58-8CF7-8BB61578D157
Status: Completed
Subject: Contract for signatures: Coulson Park North/South Improvements
Source Envelope:
Document Pages: 80
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 0
Brad Wright
AutoNav: Enabled
wrightb@billingsmt.gov
EnvelopeId Stamping: Enabled
IP Address: 161.7.21.101
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
2/12/2025 1:23:20 PM
Holder: Brad Wright
wrightb@billingsmt.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Liz Kampa kampal@billingsmt.gov Purchasing Agent Avery Dennison Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 161.7.21.162	Sent: 2/12/2025 1:31:53 PM Viewed: 2/14/2025 8:52:57 AM Signed: 2/14/2025 9:00:30 AM
Justin Gipe justing@k2civilinc.com Project Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/14/2025 9:04:31 AM ID: 5ffb218b-0cd0-43a2-8d9e-36d8b510247b	DocuSigned by: Justin Gipe 172EB585AA474F7... Signature Adoption: Pre-selected Style Using IP Address: 64.124.81.12	Sent: 2/14/2025 9:00:38 AM Viewed: 2/14/2025 9:04:31 AM Signed: 2/14/2025 9:05:27 AM
Todd Corne cornet@billingsmt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Todd Corne 4DBF6941AA01405... Signature Adoption: Pre-selected Style Using IP Address: 161.7.21.98	Sent: 2/14/2025 9:05:34 AM Viewed: 2/14/2025 9:11:54 AM Signed: 2/14/2025 9:29:39 AM
William A. Cole coleb@billingsmt.gov MAYOR Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/3/2020 8:46:12 AM ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a	Signed by: William A. Cole 2CA11D5423334EE... Signature Adoption: Pre-selected Style Using IP Address: 72.175.160.94	Sent: 2/14/2025 9:29:46 AM Viewed: 2/14/2025 1:46:01 PM Signed: 2/14/2025 1:46:21 PM

Signer Events	Signature	Timestamp
Denise Bohlman bohlmand@billingsmt.gov City Clerk City of Billings Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  D503C2218DC34F0... Signature Adoption: Pre-selected Style Using IP Address: 161.7.21.146	Sent: 2/14/2025 3:27:51 PM Viewed: 2/18/2025 8:53:41 AM Signed: 2/18/2025 8:54:03 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Liz Kampa kampal@billingsmt.gov Purchasing Agent Avery Dennison Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 166.137.115.44 Viewed using mobile	Sent: 2/14/2025 1:46:28 PM Viewed: 2/14/2025 3:27:50 PM

Carbon Copy Events	Status	Timestamp
Melonie Trang trangm@billingsmt.gov Administrative Suppport II Parks, Recreation, & Public Lands Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/18/2025 8:54:11 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/12/2025 1:31:53 PM
Certified Delivered	Security Checked	2/18/2025 8:53:41 AM
Signing Complete	Security Checked	2/18/2025 8:54:03 AM
Completed	Security Checked	2/18/2025 8:54:11 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Billings (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Billings:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kampal@billingsmt.gov

To advise Carahsoft OBO City of Billings of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kampal@billingsmt.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Billings

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kampal@billingsmt.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Billings

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kampal@billingsmt.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Billings as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Billings during the course of your relationship with Carahsoft OBO City of Billings.

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

12/19/2024
Quote #
109570-01-04

Community Park Shelter Option 4B

City of Billings
Attn: Dean Sjolsetn
PO Box 1178
Billings, MT 59103
United States
Phone: 406-657-8297
Fax:406-657-8338

Ship to Zip 59101

Quantity	Part #	Description	Unit Price	Amount
1	LW-G4060-03	RCP - 40' x 60' Lam-Wood Gable Shelter- INCLUDED • MT Cert Drawings: includes standard RCP foundation design • Columns: CCA treated glued laminated SYP • Beams: glued laminated Southern Yellow Pine • Roof Deck: #1 grade 2x8 T&G Southern Yellow Pine • Fascia: #1 grade 2x6 Alaskan Yellow Cedar • Stain: factory stained exposed wood • Hardware: powder coated connections • Fasteners: hot-dipped galvanized • Eave Height: 7'-6" ± • Roof pitch: 3:12 • Delivery: to an accessible site Freight included	$78,330.00	$78,330.00
1	PC	RCP - Powder coated tube steel columns w/anchor bolts and templates	$6,555.00	$6,555.00
1	MR	RCP - 24 gauge snap fit true standing seam metal roofing	$25,795.00	$25,795.00
1	8888	GameTime - For Billing Purposes Only		
			Sub Total	$110,680.00
			Total	**$110,680.00**

Comments

Your Sales Rep is Taggart Castleton. Please reach out to Taggart at 714-331-8895 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

Shipping to site:
820 Division St.
Billings, MT 59101

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Installation not included.

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

12/19/2024
Quote #
109570-01-04

Community Park Shelter Option 4B

Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:
All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:
FOB Factory.

Orders:
All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over $100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:
Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under $5,000 require payment with order.

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

12/19/2024
Quote #
109570-01-04

Community Park Shelter Option 4B

ACCEPTANCE OF QUOTATION:

Billing and Shipping information will be as stated on quote unless indicated below.

☐ Change billing information to:

Address: _____

_____

Contact: _____

☐ Change shipping information to:

Address: _____

_____

Contact: _____

Colors: ☐ Per Renderings ☐ Palette _____

☐ Per Submittals _____

☐ Other Colors, please specify _____
_____
_____
_____

Purchase Amount: **$110,680.00**

Signature: _____ **Date:** _____

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.

City Council Regular

Date:	03/10/2025
Title:	Amend Park Recreation Campus General Contractor / Construction Manager (GC/CM) Contract
Presented by:	Kory Thomson
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve a General Contractor / Construction Manager (GC/CM) contract to Langlas General Contractors for pre-construction services not to exceed $15,000 and construction services for cost plus 2.75% mark up and 2.75% change order mark up.

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

On January 13, 2025, the City Council approved resolution 25-11250 authorizing City Staff to utilize an alternative delivery method for the Amend Park Recreation Campus. The Parks and Recreation Department solicited a Request for Proposals and received 5 proposals. A selection committee narrowed the field down to the top three respondents by scoring the proposals in the following categories, per the RFP:

- Firm History & Experience
- Financial Health
- Key Project Staff
- Approach to the Project
- Project Cost

The top three firms were invited to interview in person with the selection committee. The committee selected Langlas General Contractors as their top choice based on their scoring in the RFP categories and their presentation.

Upon approval of the proposed contract, Langlas will work with City Staff and the design team to provide pre-construction services, which includes multiple rounds of cost estimating for budget purposes, design review, and value engineering suggestions during the design phase. The advantage to this type of delivery method is the ability to design for the budget and cost-savings from the beginning of the project instead of finishing the plans, going out to bid, and then having to redesign or reduce the scope of the project if the bids come in over the budget.

After the design is completed, Langlas and the City will negotiate a Guaranteed Maximum Price (GMP) for the construction of the project. Langlas will then serve as the General Contractor and manage the construction of the project. The GMP amendment will be approved by Council at a future meeting.

STAKEHOLDERS

City of Billings
City Council -- Providing oversight and funding approval.
Parks & Recreation Department -- Managing project execution.
Public Works Department -- Supporting infrastructure development, including utilities and stormwater management.
South Billings Urban Renewal Association (SBURA) -- Providing Tax Increment Financing (TIF) funds to finance the project.

Project Team
Langlas & Associates -- General Contractor / Construction Manager responsible for project delivery.
A&E Design -- Architectural firm leading design and engineering.
Rimrock Engineering -- Providing geotechnical analysis.
Sanbell Land Surveying -- Assisting with site planning and boundary determinations.

Community & User Groups
Local sports organizations & leagues -- Primary users of the courts facility.
Yellowstone Ice Facility (YIF) -- Adjacent facility coordinating with project development.
General public -- Benefiting from expanded recreational opportunities.

ALTERNATIVES

City Council may:

Approve the GC/CM contract with Langlas & Associates, allowing pre-construction services to proceed.

Not Approve, which would require the City to re-evaluate the project delivery method and potentially delay construction.

FISCAL EFFECTS

The cost for pre-construction services and construction will be paid through TIF funds from the South Billings Urban Renewal Association.

SUMMARY

The GC/CM delivery method allows for proactive budget management and collaborative planning, significantly reducing the risk of cost overruns. Langlas & Associates has demonstrated the capability, experience, and financial stability to successfully deliver this project.
City Staff recommends approval of the contract, enabling timely progress on the Amend Park Recreation Campus.

Attachments

Contract
General Conditions
Exhibit A
Exhibit B

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 3rd day of February in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner :
(Name, legal status, address, and other information)

City of Billings

210 North 27th St

Billings, MT 59101
P.O. Box 1178
Billings, MT 59103

and the Construction Manager:
(Name, legal status, address, and other information)

Langlas & Associates, Inc.

2685 Gabel Road

Billings, MT 59102
406-656-0629

for the following Project :
(Name, location, and detailed description)

Amend Park Recreation Campus – Courts Facility

5101 King Ave E

Billings, MT 59101

The Architect:
(Name, legal status, address, and other information)

A&E Design, Inc.

124 N 29th St STE 100

Billings, MT 59101
406-248-2633

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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The Owner and Construction Manager agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

This project includes the design of an indoor Courts Facility on the site parcels noted in Section 1.1.2. The project will include full-size basketball courts (94'x50') that can convert to middle-school sized courts. The courts will also be striped for pickle ball, volleyball, and possibly additional sports as determined with the owner through design. The courts will be separated by divider curtains with the ability to partition areas off and run multiple events simultaneously. The courts building will also include an entry area with reception desk, concessions area, restrooms, adequate storage, and other support spaces.

The project will include the development of the site area referred to as the Amend Park Recreation Campus. This scope of work includes the site area to support the Courts Facility and Yellowstone Ice Facility (YIF) building. The site development will include the utilities, code-required parking, sidewalks, plaza, and storm water management infrastructure. The total site area developed under this contract will be prioritized to support the Courts Facility and

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YIF buildings only. The YIF building is being designed by another architect, but this contract will include identifying a building location and designing the surrounding site development for the YIF facility.

§ 1.1.2 The Project's physical characteristics :
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Site Parcels:
Amend Park (Tract 1 of Certificate of Survey No 2783)
Lots 3A-1A, 3A-4, and 3A-5, Block 1 of Popelka Commerce Center Subdivision, Second Filing)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

$20,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Per agreed upon delivery approved by the City of Billings

.2 Construction commencement date:

As soon as the building permit is available. Anticipated June 2025

.3 Substantial Completion date or dates:

To be identified in GMP Amendment at **Exhibit A .**

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Not applicable.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Responsible practices to provide overall sustainable design strategies within the budget.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information :
(Identify special characteristics or needs of the Project not provided elsewhere.)

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Kevin Iffland, Assistant City Administrator
City of Billings
PO Box 1178
Billings, MT 59103
ifflandk@billingsmt.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

John Caterino, Facilities Manager
City of Billings
PO Box 1178
Billings, MT 59103
caterinoj@billingsmt.gov

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Rimrock Engineering
5440 Holiday Ave
Billings, MT 59101

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Land Surveyor:
Sanbell
1300 N Transtech Way
Billings, MT 59102

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

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Dusty Eaton, CEO

A&E Design

124 North 29th Street Ste 100

Billings, MT 59101

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Jason Hubbard , VP Eastern District

Langlas & Associates, Inc

2685 Gabel Road

Billings, MT 59102

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Construction Manager's Preconstruction Services shall be performed as a not-to-exceed fee of fifteen thousand ($15,000.00) dollars. Construction Manager shall not be permitted any additional preconstruction services without Owner's approval and sufficient evidence of a change in the scope of the work not previously anticipated

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

The Construction Manager shall comply with Montana law in the procurement of subcontractors.

§ 1.1.15 Other Initial Information on which this Agreement is based:

None

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed

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in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests and consistent with industry standards in the location of the Project. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

The Owner has an agreement directly with the Architect, and Construction Manager does not. The Owner shall reasonably direct Architect to timely and properly perform the duties and responsibilities which are placed on the Architect in this
Agreement.

§ 2.3 General Conditions

§ 2.3.1 For Preconstruction, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For Construction, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for Construction to commence prior to completion of Preconstruction, in which case, both Preconstruction and Construction will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price Amendment relative to any Work. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. If Construction is to be conducted in Phases, the duties below will apply to the applicable Phase.

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§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, in relation to the Initial Information set forth, above.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work for each Phase of the Work for which Owner and Construction Manager enter into an Amendment.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction. However, nothing in this provision is intended to place design responsibilities on the Construction Manager without Construction Manager's specific prior written consent to accept design responsibilities.

§ 3.1.3.3 For Work for which Owner and Construction Manager enter into an Amendment, the Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

For Work for which Owner and Construction Manager enter into an Amendment, when Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update the Project schedule using the critical path method for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for available alternate options.

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§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, which shall be attached to and incorporated into this Agreement if applicable.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during Preconstruction.

§ 3.1.12 Procurement

For the Work for which Owner and Construction Manager enter into an Amendment, the Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction to the extent the Construction Manager can reasonably do so. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager and shall timely pay Construction Manager for those early procured items pursuant to Construction Manager's invoicing. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract and consistent with construction industry standards in the location where the Project is located, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities in relation to the Project.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Includes early selection of subcontractors or suppliers through Requests for Qualifications and Proposals to if required to maintain project schedule and/or budget.

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§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price shall include an estimate of the costs reasonably expected by Construction Manager to be attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom; however, no cost attributable to such further development and in excess of $5,000 shall be deemed to be reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, or costs caused by other changes that could not be reasonably expected by Construction Manager , all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented prior to agreeing upon the Guaranteed Maximum Price proposal, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 With the exception of the Construction Manager's Preconstruction fee, which shall be paid by the Owner monthly as invoiced by Construction Manager for its Preconstruction services, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies, of which Construction Manager becomes aware, between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

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§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective (if Construction Manager is aware of such enacted, but not yet effective taxes), at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction as set forth in Exhibit A. The duties of Construction Manager apply to the Work in each Phase of the Work as identified in the Guaranteed Maximum Price Amendment or any Change Orders subsequently agreed by the parties..

§ 3.3.1.2 Construction shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties, or as set forth in Exhibit A. If Exhibit A sets forth commencement of Construction, that shall be the date of commencement. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information reasonably required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information reasonably required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the

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Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During Preconstruction, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested , shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During Construction, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness and shall direct Architect to do so as well. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for Preconstruction and Construction services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows :

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

$15,000

§ 5.1.2 The hourly billing rates for Preconstruction services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
Project Manager	$110
Superintendent	$110
Project Engineer	$95
Assistant Project Manager	$95

§ 5.1.2.1 Hourly billing rates for Preconstruction services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If Preconstruction services covered by this Agreement have not been completed within four (4) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid twenty five (25) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

10% annual interest, accruing monthly

ARTICLE 6 COMPENSATION FOR CONSTRUCTION SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

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2.75%

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager shall be entitled to adjustment of 2.75% overhead and profit and TBD % for general conditions in any adjustment for changes in the Work. Bond, Insurance, and General Conditions to also be included in changes and approved prior to the execution of the change.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10% Overhead and 5% Profit

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

None

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives , if any, that might result in a change to the Contract Sum.)

Other provisions, if any, will be identified in the GMP Amendment.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time, Preconstruction compensation, and/or GMP Amendment as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, and the Construction Manager and the Owner shall agree in advance in writing on any reasonable and fair adjustments to the schedule and the GMP that result from the minor change.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

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§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The costs described in § 7.1 through § 7.7 shall be assembled into Bid Packages and competitively bid, with the exception of Division 01, General Conditions, which shall be negotiated. The Bid Packages shall be considered a Cost of the Work and will be billed as individual lump sums and itemized individually on the Construction Manager's application for payment G702 form, and the Construction Manager's fee shall be added to them. The Cost of the Work shall include only the items set forth in §§ 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops (which approval shall not be unreasonably withheld). Rates for Construction Manager's workers shall be set forth in the GMP Amendment.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site or the offsite office when working on the Project.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Project Manager, Assistant Project Manager, and Project Engineer, performing duties such as submittals, RFIs, invoicing, pay applications, document control, general communications, and other duties to efficiently and effectively manage the project.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

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§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

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§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9. These Costs of the Work, along with the total of the Bid Packages, Allowances, General Conditions, Contingencies, Insurance, Bonds and other costs, shall constitute the Guaranteed Maximum Price.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction,

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including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.8.3 If Construction Manager requests approval from Owner on Costs of the Work and Owner does not timely respond to the request, Owner shall be responsible for all cost increases and schedule delays resulting from Owner's delay. Construction Manager may request cost approvals from the Owner via email, with delivery receipt or response email documenting that such email was received by Owner, and Owner may respond to such requests in the same manner, with delivery receipt or response email documenting that such email was received by Construction Manager.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during Preconstruction

.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Owner agrees to conduct this review and express any objection timely, recognizing that Subcontractors and/or

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suppliers may not hold their bids valid for more than a few days. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. Any such audit shall be requested within ten (10) days of Construction Manager's submittal of its final payment application. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The Construction Manager's agreement to be audited shall not be construed as a waiver of the requirements of the MT Prompt Pay Act.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION SERVICES***

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. Owner may not withhold any part of the payment due pursuant to the Application for Payment, unless the Owner has provided to Construction Manager its written objection, consistent with MT's Prompt Pay Act, to the amount within twenty-one (21) days following the date of the Application for Payment.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the t 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty(30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit reasonable evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus costs and Construction Manager's fee for the period covered by the present Application for

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Payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may reasonably and timely require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017 (but only if the Owner timely provided written objection to the portion of the payment withheld);

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, but only upon timely written notice of objection by Owner to Construction Manager;

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.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Construction Manager is entitled to an initial release of the retainage withheld by the Owner at such time the parties confirm 50% of the work has been completed and no outstanding payments withholdings or other disputes as the completed Work exists. Such release does not impact Owner's right to withhold retainage during completion of the remaining 50% of the Work.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 Construction Manager shall determine and be responsible for an acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts accordingly.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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11.1.13 The Construction Manager does not accept direct wire transfers/payments to its accounts. If the Construction Manager agrees in writing to accept wire transfers/payments, a third-party wire vendor, such as Bill.com, would need to be used for wires and agreed upon in advance in writing by Construction Manager. Once a method of payment has been established on the Project, it may only be modified in writing by Construction Manager's President or Vice President provided by certified mail to Owner. Any other alleged direction or request to modify the payment arrangement must be brought to Construction Manager's immediate written attention, copied to Catherine Bergman, Langlas & Associates, Inc., 2685 Gabel Rd., Billings, MT 59102.

§ 11.1.14 Substantial Completion

§ 11.1.14.1 Substantial Completion shall be as defined in AIA Document A201-2017 General Conditions, Article 8.1.3.

§ 11.1.14.2 When the Construction Manager considers that the Work on a Phase is substantially complete, the Construction Manager shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment ("the Draft Punchlist"). Failure to include an item on such list does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents.

§ 11.1.14.3 Within five (5) days after Construction Manager submits the Draft Punchlist (or within such reasonable time thereafter, if reasonable changes cannot be provided within five (5) days), the Architect and Owner may inspect the Work and may provide to Construction Manager their reasonable changes to the Draft Punchlist. Upon the Owner's and/or Architect's submission of their reasonable changes to the Construction Manager's Draft Punchlist, those reasonable changes shall be made to the Draft Punchlist, and the Draft Punchlist shall become the Final Punchlist. There shall be **only one** Final Punchlist. The Architect shall promptly issue the Certificate of Substantial Completion after the Final Punchlist is established. The Certificate of Substantial Completion for each Phase of Work shall establish responsibilities of the Owner and Construction Manager for security, maintenance, heat, utilities, damage to the Work and insurance related to that Work, and it shall fix the time within which the Construction Manager shall complete all items on that Final Punchlist. Warranties required by the Contract Documents or by law for each Phase of Work shall commence on the date of Substantial Completion of the Work.

§ 11.1.14.4 Upon receipt of the Construction Manager's Draft Punch List, the Architect will inspect the Work to determine whether the Work is substantially complete within five (5) days (or within such reasonable time thereafter, if reasonable changes cannot be provided within five (5) days). When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will promptly notify the Owner and the Construction Manager in writing and the Construction Manager shall issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion. If Architect does not timely make this inspection and timely communicate regarding the substantial completion, the Work shall be deemed to be substantially complete 5 days after the Construction Manager submits the Draft Punch List.

§ 11.1.14.5 The Certificate of Substantial Completion shall be submitted to the Owner, and the Owner and the Construction Manager shall provide their written acceptance of responsibilities assigned to them in the Certificate, which acceptance shall not be unreasonably withheld. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Phase of Work. Such payment shall be adjusted for Work that is incomplete or not completed in accordance with the requirements of the Contract Documents. Occupancy may not occur until these steps have been taken. If occupancy occurs before these steps are taken, the Work shall automatically be deemed substantially complete as of the date occupancy occurs.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, to perform seasonal Work (such as landscaping) pursuant to a bond, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within ten (10) days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work(or within such reasonable time thereafter, if such audit cannot be conducted within ten (10) days), the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

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§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount, if any, not in dispute.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than twenty-one (21) days after the issuance of the Architect's final Certificate for Payment or (b) Owner's representative has signed off on the completion of the Final Punchlist items and Construction Manager has submitted the Final Pay Application, whichever is earlier.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager. However, this provision is not intended to provide the Owner unjust enrichment, and, if Construction Manager incurs costs which result in enrichment to the Owner, Owner shall reimburse Construction Manager those costs with Construction Manager's fee added thereto.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

10 % per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for completed Preconstruction services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of Construction but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

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.3 Subtract the aggregate of previous payments made by the Owner for Construction services.

§ 13.1.6 To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements) and each such Subcontractor and/or supplier agrees in writing in advance to such an assignment, the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions requesting that Subcontractor consider assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements and each such Subcontractor and/or supplier agrees in writing in advance to such an assignment, as described above, the Owner will reimburse or indemnify the Construction Manager for all costs to Construction Manager arising under the subcontract, purchase order or rental agreement and all costs to Construction Manager arising out of Owner's election to have the subcontracts, purchase orders or rental agreements assigned, plus Construction Manager's fee. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination plus Construction Manager's fee.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the reasonable costs and damages reasonably incurred, or reasonably expected to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements) and each such Subcontractor and/or supplier agrees in writing in advance to such an assignment, the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Construction Manager's actual Cost of the Work expended to date of termination, cost of non-refundable/non-cancellable commitments, costs to make site safe and secure upon termination of the Work, cost of any temporary fence buyout as may be necessary to keep site secure for indefinite period of time, demobilization costs for Construction Manager and Subcontractors, any renewal fees for extended SWPPP permits, plus Construction Manager's Fee on each of the above cost categories.

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§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as modified, amended or supplemented in the A201-2017 agreed upon by the parties in the modified version of the A201 for this Project or as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole or any portion thereof without written consent of the other.other, If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract, and such assignment or purported assignment shall be void and of no force or effect.

§ 14.2.2 The Owner may, after prior written consent of the Construction Manager, , which shall not be unreasonably withheld, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment, and Owner shall reimburse Construction Manager for all reasonable costs, including attorney fees and costs, associated with any such assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000) for each occurrence and two million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars ($ 2,000,000.00) per claim and two million dollars ($ 2,000,000.00) in the aggregate.

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§ 14.3.1.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

This Agreement shall be governed by the laws of the State of Montana without regard to choice of law. Jurisdiction for any disputes arising out of this Agreement or the Project which is the subject of this Agreement shall be in the county in which the project is located.

ARTICLE 15 SCOPE OF THE AGREEMENT
§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral for this Project. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement :

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraph Deleted)

.

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.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A	Langlas Amend Park	12/27/24	28
Exhibit B	RFP Langlas Amend Park Attachment B (Project Cost 4.4 B) Revised	1/14/25	5

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
William A. Cole, Mayor, City of Billings	Brad Sinclair, President Langlas & Associates, Inc.
(Printed name and title)	*(Printed name and title)*

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PAGE 1

AGREEMENT made as of the 3rd day of February in the year 2025

...

BETWEEN the ~~Owner:~~Owner :

...

City of Billings

210 North 27th St

Billings, MT 59101
P.O. Box 1178
Billings, MT 59103

...

Langlas & Associates, Inc.

2685 Gabel Road

Billings, MT 59102
406-656-0629

...

for the following ~~Project:~~Project :

...

Amend Park Recreation Campus – Courts Facility

5101 King Ave E

Billings, MT 59101

...

A&E Design, Inc.

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124 N 29th St STE 100

Billings, MT 59101
406-248-2633

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TABLE OF ARTICLES

...

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION ~~PHASE~~ SERVICES

...

6 COMPENSATION FOR CONSTRUCTION ~~PHASE~~ SERVICES

...

7 COST OF THE WORK FOR CONSTRUCTION~~PHASE~~

...

11 PAYMENTS FOR CONSTRUCTION ~~PHASE~~ SERVICES

...

This project includes the design of an indoor Courts Facility on the site parcels noted in Section 1.1.2. The project will include full-size basketball courts (94'x50') that can convert to middle-school sized courts. The courts will also be striped for pickle ball, volleyball, and possibly additional sports as determined with the owner through design. The courts will be separated by divider curtains with the ability to partition areas off and run multiple events simultaneously. The courts building will also include an entry area with reception desk, concessions area, restrooms, adequate storage, and other support spaces.

The project will include the development of the site area referred to as the Amend Park Recreation Campus. This scope of work includes the site area to support the Courts Facility and Yellowstone Ice Facility (YIF) building. The site development will include the utilities, code-required parking, sidewalks, plaza, and storm water management infrastructure. The total site area developed under this contract will be prioritized to support the Courts Facility and YIF buildings only. The YIF building is being designed by another architect, but this contract will include identifying a building location and designing the surrounding site development for the YIF facility.

PAGE 4

§ 1.1.2 The Project's physical ~~characteristics:~~characteristics :

...

Site Parcels:
Amend Park (Tract 1 of Certificate of Survey No 2783)
Lots 3A-1A, 3A-4, and 3A-5, Block 1 of Popelka Commerce Center Subdivision, Second Filing)

...

$20,000,000

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...

Per agreed upon delivery approved by the City of Billings

...

As soon as the building permit is available. Anticipated June 2025

...

To be identified in GMP Amendment at **Exhibit A .**

...

Not applicable.

...

Responsible practices to provide overall sustainable design strategies within the budget.

...

§ 1.1.7 Other Project ~~information:~~information :

PAGE 5

Kevin Iffland, Assistant City Administrator
City of Billings
PO Box 1178
Billings, MT 59103
ifflandk@billingsmt.gov

...

John Caterino, Facilities Manager
City of Billings
PO Box 1178
Billings, MT 59103
caterinoj@billingsmt.gov

...

Rimrock Engineering

...

5440 Holiday Ave

...

Billings, MT 59101

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...

Land Surveyor:

...

Sanbell
1300 N Transtech Way

...

Billings, MT 59102

PAGE 6

Dusty Eaton, CEO

A&E Design

124 North 29th Street Ste 100

Billings, MT 59101

...

Jason Hubbard , VP Eastern District

Langlas & Associates, Inc

2685 Gabel Road

Billings, MT 59102

...

Construction Manager's Preconstruction Services shall be performed as a not-to-exceed fee of fifteen thousand ($15,000.00) dollars. Construction Manager shall not be permitted any additional preconstruction services without Owner's approval and sufficient evidence of a change in the scope of the work not previously anticipated

...

The Construction Manager shall comply with Montana law in the procurement of subcontractors.

...

None

...

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's

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anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's ~~interests.~~ interests and consistent with industry standards in the location of the Project. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

...

The Owner has an agreement directly with the Architect, and Construction Manager does not. The Owner shall reasonably direct Architect to timely and properly perform the duties and responsibilities which are placed on the Architect in this

...

Agreement.

...

§ 2.3.1 For ~~the Preconstruction Phase,~~ Preconstruction, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

...

§ 2.3.2 For ~~the Construction Phase,~~ Construction, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

...

The Construction Manager's Preconstruction ~~Phase~~ responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction ~~Phase~~ responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for ~~the~~ Construction ~~Phase~~ to commence prior to completion of ~~the Preconstruction Phase,~~ Preconstruction, in which case, both ~~phases~~ Preconstruction and Construction will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

...

§ 3.1 Preconstruction~~Phase~~

...

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not

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warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum ~~Price.~~ Price Amendment relative to any Work. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. If Construction is to be conducted in Phases, the duties below will apply to the applicable Phase.

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§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the ~~other.~~other, in relation to the Initial Information set forth, above.

...

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the ~~Work.~~Work for each Phase of the Work for which Owner and Construction Manager enter into an Amendment.

...

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the ~~Construction Phase.~~Construction. However, nothing in this provision is intended to place design responsibilities on the Construction Manager without Construction Manager's specific prior written consent to accept design responsibilities.

...

§ 3.1.3.3 ~~The~~ For Work for which Owner and Construction Manager enter into an Amendment, the Construction Manager shall assist the Owner and Architect in establishing ~~written protocols~~ building information modeling and digital data protocols for the Project, for the development, use, transmission, ~~reliance,~~ and exchange of digital ~~data, including building information models for the Project.~~data.

...

~~When~~ For Work for which Owner and Construction Manager enter into an Amendment, when Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update ~~a Project schedule~~ the Project schedule using the critical path method for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

...

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by

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the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for ~~corrective action.~~available alternate options.

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§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction ~~Phase~~ services for the Owner's review and approval.

...

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction ~~Phase~~ responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, which shall be attached to ~~this Agreement.~~and incorporated into this Agreement if applicable.

...

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during ~~the Preconstruction Phase.~~Preconstruction.

...

~~The~~ For the Work for which Owner and Construction Manager enter into an Amendment, the Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of ~~construction.~~ construction to the extent the Construction Manager can reasonably do so. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction ~~Manager.~~ Manager and shall timely pay Construction Manager for those early procured items pursuant to Construction Manager's invoicing. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

...

The Construction Manager shall comply with reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this ~~Contract,~~ Contract and consistent with construction industry standards in the location where the Project is located, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental ~~authorities.~~authorities in relation to the Project.

...

Insert a description of any other Preconstruction ~~Phase~~ services to be provided by the Construction Manager, or reference an exhibit attached to this document

...

(Describe any other Preconstruction ~~Phase~~ services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

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...

Includes early selection of subcontractors or suppliers through Requests for Qualifications and Proposals to if required to maintain project schedule and/or budget.

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§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price ~~includes the costs~~ shall include an estimate of the costs reasonably expected by Construction Manager to be attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom; however, no cost attributable to such further development and in excess of $5,000 shall be deemed to be reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, or costs caused by other changes that could not be reasonably expected by Construction Manager , all of which, if required, shall be incorporated by Change Order.

...

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information ~~presented,~~ presented prior to agreeing upon the Guaranteed Maximum Price proposal, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

...

§ 3.2.7 ~~The~~ With the exception of the Construction Manager's Preconstruction fee, which shall be paid by the Owner monthly as invoiced by Construction Manager for its Preconstruction services, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

...

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any ~~inconsistencies~~ inconsistencies, of which Construction Manager becomes aware, between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

PAGE 11

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet ~~effective,~~ effective (if Construction Manager is aware of such enacted, but not yet effective taxes), at the time the Guaranteed Maximum Price Amendment is executed.

...

§ 3.3 Construction~~Phase~~

...

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction ~~Phase.~~as set forth in Exhibit A. The duties of Construction Manager apply to the Work in each Phase of the Work as identified in the Guaranteed Maximum Price Amendment or any Change Orders subsequently agreed by the parties..

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...

§ 3.3.1.2 ~~The~~ Construction ~~Phase~~ shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the ~~parties.~~ parties, or as set forth in Exhibit A. If Exhibit A sets forth commencement of Construction, that shall be the date of commencement. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

...

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information reasonably required by the Owner.

...

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the ~~work,~~ Work, accidents, injuries, and other information reasonably required by the Owner.

...

§ 4.1 Information and Services Required of the Owner

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During ~~the Preconstruction Phase,~~ Preconstruction, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

...

§ 4.1.4.3 The Owner, when such services are ~~requested,~~ requested , shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

...

§ 4.1.5 During ~~the Construction Phase,~~ Construction, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable ~~promptness.~~ promptness and shall direct Architect to do so as well. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

PAGE 13

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for ~~the~~ Preconstruction and Construction ~~Phase~~ services under this Agreement. The Owner shall provide the Construction

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Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

...

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION ~~PHASE~~ SERVICES

...

§ 5.1.1 For the Construction Manager's Preconstruction ~~Phase~~ services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as ~~follows:~~follows :

...

$15,000

...

§ 5.1.2 The hourly billing rates for Preconstruction ~~Phase~~ services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

...

Project Manager	$110
Superintendent	$110
Project Engineer	$95
Assistant Project Manager	$95

...

§ 5.1.2.1 Hourly billing rates for Preconstruction ~~Phase~~ services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

...

§ 5.1.3 If ~~the~~ Preconstruction ~~Phase~~ services covered by this Agreement have not been completed within four (4) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction ~~Phase~~ services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid twenty five (25) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

~~%~~ 10% annual interest, accruing monthly

...

ARTICLE 6 COMPENSATION FOR CONSTRUCTION ~~PHASE~~ SERVICES

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PAGE 14

2.75%

...

The Construction Manager shall be entitled to adjustment of 2.75% overhead and profit and TBD % for general conditions in any adjustment for changes in the Work. Bond, Insurance, and General Conditions to also be included in changes and approved prior to the execution of the change.

...

10% Overhead and 5% Profit

...

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (%) of~~ the standard rental rate paid at the place of the Project.

...

None

...

(Insert provisions for bonus, cost savings or other ~~incentives,~~ incentives , if any, that might result in a change to the Contract Sum.)

...

Other provisions, if any, will be identified in the GMP Amendment.

...

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract ~~Time~~ Time, Preconstruction compensation, and/or GMP Amendment as a result of changes in the Work.

...

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for ~~Construction.~~Construction, and the Construction Manager and the Owner shall agree in advance in writing on any reasonable and fair adjustments to the schedule and the GMP that result from the minor change.

PAGE 15

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION~~PHASE~~

...

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The costs described in § 7.1 through § 7.7 shall be assembled into Bid Packages and competitively bid, with the exception of Division 01, General Conditions, which shall be negotiated. The Bid Packages shall be considered a Cost of the Work and will be billed as individual lump sums and itemized individually on the Construction Manager's application for payment G702 form, and the Construction Manager's fee

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shall be added to them. The Cost of the Work shall include only the items set forth in ~~Sections 7.1 through 7.7.~~§§ 7.1 through 7.7.

...

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

...

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site ~~workshops.~~workshops (which approval shall not be unreasonably withheld). Rates for Construction Manager's workers shall be set forth in the GMP Amendment.

...

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site ~~and performing Work, with the Owner's prior approval.~~or the offsite office when working on the Project.

...

Project Manager, Assistant Project Manager, and Project Engineer, performing duties such as submittals, RFIs, invoicing, pay applications, document control, general communications, and other duties to efficiently and effectively manage the project.

PAGE 17

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9. These Costs of the Work, along with the total of the Bid Packages, Allowances, General Conditions, Contingencies, Insurance, Bonds and other costs, shall constitute the Guaranteed Maximum Price.

PAGE 18

§ 7.8.3 If Construction Manager requests approval from Owner on Costs of the Work and Owner does not timely respond to the request, Owner shall be responsible for all cost increases and schedule delays resulting from Owner's delay. Construction Manager may request cost approvals from the Owner via email, with delivery receipt or response email documenting that such email was received by Owner, and Owner may respond to such requests in the same manner, with delivery receipt or response email documenting that such email was received by Construction Manager.

...

.9 Costs for services incurred during ~~the PreconstructionPhase.~~Preconstruction

...

.

PAGE 19

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from

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suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Owner agrees to conduct this review and express any objection timely, recognizing that Subcontractors and/or suppliers may not hold their bids valid for more than a few days. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

...

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. Any such audit shall be requested within ten (10) days of Construction Manager's submittal of its final payment application. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The Construction Manager's agreement to be audited shall not be construed as a waiver of the requirements of the MT Prompt Pay Act.

...

ARTICLE 11 PAYMENTS FOR CONSTRUCTION ~~PHASE SERVICES~~SERVICES***

...

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. Owner may not withhold any part of the payment due pursuant to the Application for Payment, unless the Owner has provided to Construction Manager its written objection, consistent with MT's Prompt Pay Act, to the amount within twenty-one (21) days following the date of the Application for Payment.

...

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.

...

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the t 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty(30) days after the Architect receives the Application for Payment.

...

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit ~~payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other~~ reasonable evidence required by the Owner or Architect to demonstrate that ~~payments~~ cash disbursements already made by the Construction Manager on account of the Cost of ~~the~~ Work equal or exceed progress payments already received by the Construction Manager,

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~~plus payrolls~~ less that portion of those payments attributable to the Construction Manager's Fee, plus costs and Construction Manager's fee for the period covered by the present Application for ~~Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.~~

PAGE 20

Payment.

...

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may reasonably and timely require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

...

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201–2017;~~A201–2017 (but only if the Owner timely provided written objection to the portion of the payment withheld);

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201–2017;~~A201–2017, but only upon timely written notice of objection by Owner to Construction Manager;

PAGE 21

Five Percent (5%)

...

N/A

...

Construction Manager is entitled to an initial release of the retainage withheld by the Owner at such time the parties confirm 50% of the work has been completed and no outstanding payments withholdings or other disputes as the completed Work exists. Such release does not impact Owner's right to withhold retainage during completion of the remaining 50% of the Work.

...

N/A

...

§ 11.1.11 ~~The Owner and the Construction Manager shall agree upon a mutually~~ Construction Manager shall determine and be responsible for an acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts ~~in accordance with those agreements.~~accordingly.

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11.1.13 The Construction Manager does not accept direct wire transfers/payments to its accounts. If the Construction Manager agrees in writing to accept wire transfers/payments, a third-party wire vendor, such as Bill.com, would need to be used for wires and agreed upon in advance in writing by Construction Manager. Once a method of payment has been established on the Project, it may only be modified in writing by Construction Manager's President or Vice President provided by certified mail to Owner. Any other alleged direction or request to modify the payment arrangement must be brought to Construction Manager's immediate written attention, copied to Catherine Bergman, Langlas & Associates, Inc., 2685 Gabel Rd., Billings, MT 59102.

...

§ 11.1.14 Substantial Completion

...

§ 11.1.14.1 Substantial Completion shall be as defined in AIA Document A201-2017 General Conditions, Article 8.1.3.

...

§ 11.1.14.2 When the Construction Manager considers that the Work on a Phase is substantially complete, the Construction Manager shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment ("the Draft Punchlist"). Failure to include an item on such list does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents.

...

§ 11.1.14.3 Within five (5) days after Construction Manager submits the Draft Punchlist (or within such reasonable time thereafter, if reasonable changes cannot be provided within five (5) days), the Architect and Owner may inspect the Work and may provide to Construction Manager their reasonable changes to the Draft Punchlist. Upon the Owner's and/or Architect's submission of their reasonable changes to the Construction Manager's Draft Punchlist, those reasonable changes shall be made to the Draft Punchlist, and the Draft Punchlist shall become the Final Punchlist. There shall be **only one** Final Punchlist. The Architect shall promptly issue the Certificate of Substantial Completion after the Final Punchlist is established. The Certificate of Substantial Completion for each Phase of Work shall establish responsibilities of the Owner and Construction Manager for security, maintenance, heat, utilities, damage to the Work and insurance related to that Work, and it shall fix the time within which the Construction Manager shall complete all items on that Final Punchlist. Warranties required by the Contract Documents or by law for each Phase of Work shall commence on the date of Substantial Completion of the Work.

...

§ 11.1.14.4 Upon receipt of the Construction Manager's Draft Punch List, the Architect will inspect the Work to determine whether the Work is substantially complete within five (5) days (or within such reasonable time thereafter, if reasonable changes cannot be provided within five (5) days). When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will promptly notify the Owner and the Construction Manager in writing and the Construction Manager shall issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion. If Architect does not timely make this inspection and timely communicate regarding the substantial completion, the Work shall be deemed to be substantially complete 5 days after the Construction Manager submits the Draft Punch List.

...

§ 11.1.14.5 The Certificate of Substantial Completion shall be submitted to the Owner, and the Owner and the Construction Manager shall provide their written acceptance of responsibilities assigned to them in the Certificate, which acceptance shall not be unreasonably withheld. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Phase of Work. Such payment shall be adjusted for Work that is incomplete or not completed in accordance with the requirements of the Contract Documents. Occupancy

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may not occur until these steps have been taken. If occupancy occurs before these steps are taken, the Work shall automatically be deemed substantially complete as of the date occupancy occurs.

...

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, to perform seasonal Work (such as landscaping) pursuant to a bond, and to satisfy other requirements, if any, which extend beyond final payment;

...

§ 11.2.2 Within ~~30~~ ten (10) days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the ~~Work,~~ Work(or within such reasonable time thereafter, if such audit cannot be conducted within ten (10) days), the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

PAGE 23

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the ~~amount certified in the Architect's final Certificate for Payment.~~amount, if any, not in dispute.

...

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than ~~30~~ twenty-one (21) days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~Payment or (b) Owner's representative has signed off on the completion of the Final Punchlist items and Construction Manager has submitted the Final Pay Application, whichever is earlier.

...

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager. However, this provision is not intended to provide the Owner unjust enrichment, and, if Construction Manager incurs costs which result in enrichment to the Owner, Owner shall reimburse Construction Manager those costs with Construction Manager's fee added thereto.

...

10 % per annum

...

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to

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the Construction Manager's Preconstruction ~~Phase~~ services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

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N/A

...

[**X**] Arbitration pursuant to Article 15 of AIA Document A201–2017

...

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for completed Preconstruction ~~Phase~~ services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

...

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction ~~Phase~~ services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

...

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of ~~the~~ Construction ~~Phase~~ but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

PAGE 25

.3 Subtract the aggregate of previous payments made by the Owner for Construction ~~Phase~~ services.

...

§ 13.1.6 ~~The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1.~~ To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental ~~agreements),~~ agreements) and each such Subcontractor and/or supplier agrees in writing in advance to such an assignment, the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions ~~allowing for~~ requesting that Subcontractor consider assignment to the Owner as described above.

...

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§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements and each such Subcontractor and/or supplier agrees in writing in advance to such an assignment, as described above, the Owner will reimburse or indemnify the Construction Manager for all costs to Construction Manager arising under the subcontract, purchase order or rental ~~agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated.~~ agreement and all costs to Construction Manager arising out of Owner's election to have the subcontracts, purchase orders or rental agreements assigned, plus Construction Manager's fee. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such ~~termination.~~termination plus Construction Manager's fee.

...

.4 Subtract the reasonable costs and damages reasonably incurred, or reasonably expected to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

...

§ 13.2.2.2 ~~The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1.~~ To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental ~~agreements),~~ agreements) and each such Subcontractor and/or supplier agrees in writing in advance to such an assignment, the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

...

Construction Manager's actual Cost of the Work expended to date of termination, cost of non-refundable/non-cancellable commitments, costs to make site safe and secure upon termination of the Work, cost of any temporary fence buyout as may be necessary to keep site secure for indefinite period of time, demobilization costs for Construction Manager and Subcontractors, any renewal fees for extended SWPPP permits, plus Construction Manager's Fee on each of the above cost categories.

PAGE 26

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as modified, amended or supplemented in the A201-2017 agreed upon by the parties in the modified version of the A201 for this Project or as amended or supplemented by other provisions of the Contract Documents.

...

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole or any portion thereof without written consent of the ~~other.~~ other.other, If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the ~~Contract.~~Contract, and such assignment or purported assignment shall be void and of no force or effect.

...

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§ 14.2.2 The Owner may, ~~without~~ after prior written consent of the Construction Manager, , which shall not be unreasonably withheld, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment, and Owner shall reimburse Construction Manager for all reasonable costs, including attorney fees and costs, associated with any such assignment.

...

§ 14.3 Insurance and Bonds

...

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000) for each occurrence and two million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

...

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

...

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars ($ 2,000,000.00) per claim and two million dollars ($ 2,000,000.00) in the aggregate.

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§ 14.3.1.6 Other Insurance

...

§ 14.3.2 Construction~~Phase~~

...

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

...

(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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...

This Agreement shall be governed by the laws of the State of Montana without regard to choice of law. Jurisdiction for any disputes arising out of this Agreement or the Project which is the subject of this Agreement shall be in the county in which the project is located.

...

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or ~~oral.~~ oral for this Project. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

...

§ 15.2 The following documents comprise the ~~Agreement:~~Agreement :

...

~~**.5** Building Information Modeling Exhibit, if completed:~~

...

.

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Exhibit A Exhibit B	Langlas Amend Park RFP Langlas Amend Park Attachment B (Project Cost 4.4 B) Revised	12/27/24 1/14/25	28 5

...

William A. Cole, Mayor, City of Billings	Brad Sinclair, President Langlas & Associates, Inc.

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I, Brad Sinclair, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:50:02 MT on 02/28/2025 under Order No. 2114476955 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT :
(Name and location or address)

Amend Park Recreation Campus – Courts Facility
5101 King Ave E
Billings, MT 59101

THE OWNER :
(Name, legal status and address)

City of Billings
210 North 27th St
Billings, MT 59101

THE ARCHITECT:
(Name, legal status and address)

A&E Design
124 N 29th St STE 100
Billings, MT 59101
406-248-2633

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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1 GENERAL PROVISIONS

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3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

Init.
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15 CLAIMS AND DISPUTES

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1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Contractor shall, however, be entitled to performance and enforcement of obligations under the Owner's contract with Architect intended to facilitate performance of the Contractor's duties. Likewise, the Architect shall be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

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one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. Owner shall ensure Architect and Architect's consultants acknowledge and agree with this section and the previous Section 1.5.1.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing and shall be deemed to have been duly served if served on the party's designated representative as set forth herein (if service is during the performance of this Agreement) or (if service is after performance of this Agreement) on the party's registered agent or on the individual (if the party is an individual). Acceptable delivery methods are: (a) by registered or certified mail, (b) by courier service providing proof of delivery, or (c) by email provided that (1) the email results in both a delivery receipt and a read receipt or (2) the recipient of the email sends a written reply explicitly acknowledging receipt of the email notice.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative as identified in this Agreement. The parties acknowledge Architect is not a direct party to this Contract and is not directly bound to the obligations imposed upon Architect in this Agreement.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is reasonably stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum and Guaranteed Maximum Price shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

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§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 Owner's Reasonable Expectations

Owner recognizes the significant challenges of labor and material markets at the time of this Project and agrees to be reasonable in its expectations if such challenges create minor delays in Contractor's performance. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have

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express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The authorized representative for Contractor for this Project is the Project Manager.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor, unless the Architect's delay in performing its responsibilities creates a hardship to Contractor's performance, in which case fair and equitable adjustments to the Project Schedule and Contract Sum shall be made.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated its observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any reasonably apparent conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably and timely require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably and timely require.

(Paragraph Deleted)

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner or Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the skill and attention required in the industry at the location of the Project. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, though the Owner acknowledges that Contractor may delegate some of the Work to Subcontractors upon approval by Owner. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed by Contractor or Subcontractors to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor responsibilities in this Section do not include utility service fees or connection work for electrical, gas, and communication services on the Project.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents and within the scope of Contractor's Work shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 The Owner shall secure and pay for all plan review fees, system development charges and the building permit. The Contractor and its Subcontractors shall secure and shall pay for the mechanical, electrical, plumbing, and all other trade permits required for the performance of the Work. These trade permits shall be included in the Guaranteed Maximum
Price.

§ 3.7.2 The Contractor shall comply with and give notices required by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities reasonably applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. Owner recognizes that suppliers and Subcontractors are not holding their proposals or bids for any extended period of time and many expire within 48 hours, so Owner's selections may need to be made quickly.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. Contractor's Project Manager shall represent the Contractor, and communications between the Owner and Contractor must be with the Project Manager, not the superintendent. Notices to Contractor must be provided as required in the Contract Documents.

§ 3.9.2 The Contractor, as soon as practicable execution and incorporation of a GMP Amendment into the Contract Documents, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract and upon execution and incorporation of a GMP Amendment into the Contract Documents, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work included in the GMP Amendment. The schedule shall contain detail appropriate for the Work included in the GMP Amendment, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and upon execution and incorporation of a GMP Amendment into the Contract Document, and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule for the Work included in the GMP Amendment, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals, unless the failure to provide submittals in accordance with the approved submittal schedule was for a reason out of Contractor's control. Owner acknowledges the challenges in the materials and labor markets and agrees to be fair and reasonable in administering the requirements of this provision.

§ 3.10.3 The Contractor shall perform the Work included in the GMP Amendment in general accordance with the most recent schedule submitted for that Work to the Owner and Architect. The parties agree to timely execute a Change Order accepting schedule adjustments mutually agreed upon by the parties.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. Contractor shall be entitled to a Contract Time adjustment if Architect does not timely review and respond to submittals.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form reasonably and timely specified by the Architect.

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§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work. This provision shall be reciprocal to Contractor, and Owner shall ensure this reciprocity with its Separate Contractors.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located, but only if it is safe to do so. Notwithstanding the foregoing, except in those locations and circumstances where access in unsafe or prohibited by other applicable laws or requirements, Contractor shall ensure Owner and Architect have reasonable access to the property and the Project at all times.

§ 3.17 Royalties, Patents and Copyrights

The Owner shall pay all royalties and license fees. If an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall promptly inform the Owner and Architect of the infringement.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Additionally, to the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and Contractor's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Owner's, Owner's design team (including but not limited to Architect and Owner's engineers), and/or Owner's Separate Contractors' performance or lack of performance under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Owner, Owner's design team (including but not limited to Architect and Owner's engineers), any one or more of Owner's Separate Contractors, and/or an agent or employee of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist.

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§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The parties acknowledge Architect is not a direct party to this Contract and is not directly bound to the obligations imposed upon Architect in this Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld. If Architect's authority is amended, Owner shall timely inform Contractor.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will timely review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will timely prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will timely conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will timely interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will timely review and timely respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will timely prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of Contract and upon execution and incorporation of a a GMP Amendment nto the Contract Document, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work involved in that GMP Amendment, including those who are to furnish materials or equipment fabricated to a special design. Within seven (7) days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 7-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assignable by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised. This provision shall be reciprocal to Contractor, and Owner shall be responsible for ensuring its reciprocity with Owner's Separate Contractor(s).

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12. Owner shall be responsible for ensuring this reciprocity of obligations and rights with its Separate Contractors.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Unless otherwise agreed by the parties, Owner and Contractor shall meet at least once monthly to discuss and address the terms of proposed Change Orders, Construction Change Directives and minor changes in the Work from the prior month. Owner and Contractor may discuss and agree on the terms of proposed Change Orders, Construction Change Directives and minor changes in the Work via email; however, no changes shall be binding upon the parties until expressly memorialized in a Change order or Construction Change Directive executed by the Owner and the Contractor. Any delay in the Contract Time or increase in the cost of the Work caused expressly by Owner not timely (within fourteen (14) days of presentment by Contractor) executing a Change Order shall be the responsibility of the Owner, and a modification to the Contract Time and Contract Sum shall be effectuated. If fourteen (14) days have elapsed after a proposed Change Order, a Construction Change Directive or a minor change in the Work has been presented by one party to the other and no Change Order has been executed on that proposed Change Order, Construction Change Directive or minor change in the Work, then such Change Order shall be considered void and of no force or effect.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Contractor and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being timely adjusted fairly, equitably and accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order, but subject to **§ 7.1.3, above**.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods with Contractor's 2.75% fee, and .55% for Performance and Payment Bond, and .75% for Insurance added to it:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may timely and reasonably prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;

.5 Costs of supervision and field office personnel directly attributable to the change; and

.6 Contractor's 2.75% fee , and .55% for Performance and Payment Bond, and .75% for Insurance for Change Orders.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. If Contractor is required to begin Work on under a Construction Change Directive, then Contractor shall proceed on a time and materials plus fee basis (until a Change Order is signed) and shall be entitled to bill and be paid monthly for such Work.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment as set forth in **§ 7.3.6, above**. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect or Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

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affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion shall be defined as the date Contractor receives a Temporary Certificate of Occupancy, Certificate of Occupancy, or the stage in the progress of the Work that is sufficient for the Owner to occupy the project for its intended use, along with Architect certification of the same, whichever occurs first. The Contractor shall communicate the date of Substantial Completion to the Owner and Architect in writing, and the Architect shall certify this date in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time, however, Owner is aware of the challenges in the labor and material markets at the time of this Contract and during the performance of the Work, and Owner agrees to be reasonable and fair in working with Contractor if those challenges ultimately present obstacles (outside of Contractor's control) to timely achieving Substantial Completion But only if such challenges create minor delays in Contractor's performance. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes (including but not limited to a pandemic such as Covid) beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. The Contractor shall provide prompt written notice to the Owner setting forth in detail the cause of the delay and the currently anticipated length of the delay with appropriate updates communicated timely to the Owner. If the Owner agrees to extend the Contract Time or increase the Contract Sum, the parties will execute a Change Order. Owner agrees to be reasonable, fair and equitable in addressing delays and cost increases resulting from a cause or causes beyond the Contractor's control, and Contractor agrees to use its reasonable and diligent efforts to avoid delays and cost increases. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents unless expressly addressed in a Change Order.

§ 8.3.2 Claims relating to time and increases to the Cost of the Work shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. With each Application for Payment, Contractor will provide a conditional lien waiver and release for payments due to the Contractor and any applicable Subcontractor in that Application for Payment.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

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§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1 and pursuant to Montana's Prompt Payment Act; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1 and pursuant to Montana's Prompt Payment Act.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner and pursuant to Montana's Prompt Payment Act, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1 and pursuant to Montana's Prompt Payment Act. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and pursuant to Montana's Prompt Payment Act, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has timely fulfilled its payment obligations under the Contract Documents and Montana's Prompt Payment Act, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. However, this provision only applies if Owner gives Contractor prompt notice of the claim, action, lawsuit, proceeding or lien. As soon as reasonably practicable upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor in writing and provide Contractor with the information Owner has related to the lien. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor as required by Montana's Prompt Payment Act or within seven days after the date established in the Contract Documents, whichever is earlier, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion shall be as defined in § 8.1.3.

§ 9.8.2 Substantial Completion shall be accomplished pursuant to § 11.1.14 of the A133.

§ 9.8.3

When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. At Substantial Completion and upon consent of surety if any, the Owner shall promptly make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Punch List Work has been completed and is ready for final inspection, the Architect will promptly make such inspection. When the Architect finds the Punch List Work has been completed, the Work shall be deemed to have reached Final Completion, and the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Contractor shall then timely submit its final Application for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner the final Application for Payment with Contractor's conditional lien releases and waivers, along with any other documentation reasonably requested by Owner. Upon Owner's payment to Contractor on the final Application for Payment, Contractor will promptly provide Owner with the unconditional lien releases and waivers associated with that payment.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Owner recognizes that Contractor may delegate Work to Subcontractors. As between Owner and Contractor, however, Contractor shall remain responsible for safety on the Project, but Owner is not requiring Contractor to control Subcontractors means and methods. Additionally, Owner recognizes that, between Owner and Contractor, Owner is responsible for the safety obligations of its own forces and Separate Contractors.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the

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extent such damage or loss is not attributable to acts or omissions of Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. If the damage and/or loss was caused in whole or in part by the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, Contractor shall be promptly reimbursed by Owner on a time and materials basis for the cost of such remedial Work, plus a Contractor's 2.75% fee, and .55% for Performance and Payment Bond, and .75% for Insurance. **The foregoing obligations of the Contractor and Owner are in addition to their respective obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs related to the shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required and if required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Owner shall purchase and maintain liability insurance for the Project. If requested by Contractor, Owner shall provide to Contractor copies of all relevant policies. Owner shall timely purchase (prior to the commencement of Construction) and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis subject to self-insurance retention and deductibles. Owner shall be responsible for deductible amounts related to claims made. Owner's property insurance coverage shall be no less than the amount of the initial Guaranteed Maximum Price, plus the value of subsequent amendment modifications. Such property insurance shall be maintained until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include the interests of Owner, Contractor, the Subcontractors, and Sub-subcontractors on the Project as insureds. Owner

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shall be responsible for all property losses to the Work not paid by the insurance outlined herein due to a self-insurance retention and/or a deductible.

§ 11.2.2 Failure to Purchase Required Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within one (1) business day of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, Subcontractors, and Sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

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§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. Within ten (10) days of Contractor's request to Owner, Owner shall make a claim with the appropriate insurer in Owner's role as fiduciary for the insureds.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have twenty-one (21) days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including reasonably necessary additional testing and inspections, the cost of uncovering and replacement, and reasonable compensation for the Architect's services and expenses made necessary thereby (if any), shall be at the Contractor's expense. The cost of any remedy or portion thereof that is necessitated by the actions or inactions of someone other than the Contractor, its Subcontractor, or anyone directly employed by either of them, shall be added to the Contract Sum by way of Change Order, and the Contract Time shall be adjusted by Change Order.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work , provided the value of any such Work first performed after Substantial Completion exceeds $5,000.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4 with extended discovery allowed as agreed upon by the arbitrator(s).

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract, and such assignment or purported assignment shall be void and of no force or effect.

§ 13.2.2 The Owner may, with prior written consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. Contractor shall not unreasonably withhold consent if lender will not change the terms of this Agreement. If Contractor approves of the assignment in writing, the Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by reasonably applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all reasonable costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's reasonable and necessary services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped for a substantial period of time;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2;

.5 The Owner or an agent (e.g. Architect) or employee of the Owner has failed to fulfill Owner's obligations under the Contract Documents with respect to matters critical to the progress of the Work; or

.6 The Owner has failed to operate in good faith with Contractor.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner, Owner's own forces, and/or

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Owner's Separate Contractor(s) as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or ninety (90) days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, plus Contractor's fee, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination (including costs for terminating subcontracts and materials/supplies agreements, demobilization costs, costs necessary to protect Work completed to date), plus Contractor's fee.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards reasonably applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including reasonable and necessary compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner after Owner's provision of documentation substantiating the cost and difference. Contractor may dispute Owner's termination and the alleged costs. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit and Contractor's fee. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions reasonable and necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts and other costs and fees set forth in §14.1.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Contractor shall have the right to stop work for any unresolved Claim greater than or equal to $100,000 in value, until such time as final resolution is achieved.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If material adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon

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receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by an experienced mediator licensed to practice law in the state of Montana and who has significant experience in Montana in mediation, construction law, and contract law. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. However, litigation related to prosecuting a construction lien may not be stayed. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement and shall allow for expanded discovery, including depositions, as the arbitrator(s) recommend. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing,

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delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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PAGE 1

for the following ~~PROJECT:~~PROJECT :

...

Amend Park Recreation Campus – Courts Facility

...

5101 King Ave E

...

Billings, MT 59101

...

THE ~~OWNER:~~OWNER :

...

City of Billings
210 North 27th St
Billings, MT 59101

...

A&E Design
124 N 29th St STE 100
Billings, MT 59101
406-248-2633

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ARTICLE 1 GENERAL PROVISIONS

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The ~~Architect shall, however,~~ Contractor shall, however, be entitled to performance and enforcement of obligations under the Owner's contract with Architect intended to facilitate performance of the Contractor's duties. Likewise, the Architect shall be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

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§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.
Owner shall ensure Architect and Architect's consultants acknowledge and agree with this section and the previous Section 1.5.1.

...

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing ~~to the designated representative of the party to whom the notice is addressed~~ and shall be deemed to have been duly served if ~~delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.~~served on the party's designated representative as set forth herein (if service is during the performance of this Agreement) or (if service is after performance of this Agreement) on the party's registered agent or on the individual (if the party is an individual). Acceptable delivery methods are: (a) by registered or certified mail, (b) by courier service providing proof of delivery, or (c) by email provided that (1) the email results in both a delivery receipt and a read receipt or (2) the recipient of the email sends a written reply explicitly acknowledging receipt of the email notice.

...

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered ~~mail,~~ mail or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

...

The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form.

...

§ 1.8 Building Information Models Use and Reliance

...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized
~~representative.~~representative as identified in this Agreement. The parties acknowledge Architect is not a direct party to this Contract and is not directly bound to the obligations imposed upon Architect in this Agreement.

...

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is reasonably stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum and Guaranteed Maximum Price shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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§ 2.6 Owner's Reasonable Expectations

...

Owner recognizes the significant challenges of labor and material markets at the time of this Project and agrees to be reasonable in its expectations if such challenges create minor delays in Contractor's performance. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents.

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§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
The authorized representative for Contractor for this Project is the Project Manager.

...

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the ~~Contractor.~~Contractor, unless the Architect's delay in performing its responsibilities creates a hardship to Contractor's performance, in which case fair and equitable adjustments to the Project Schedule and Contract Sum shall be made.

...

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated ~~personal~~ its observations with requirements of the Contract Documents.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any reasonably apparent conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably and timely require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

...

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably and timely require.

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...

~~**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.~~

...

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner or Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3. 2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15.

...

§ 3.3.1 The Contractor shall supervise and direct the Work, using the ~~Contractor's best skill and attention.~~ skill and attention required in the industry at the location of the Project. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the ~~Contract.~~
Contract, though the Owner acknowledges that Contractor may delegate some of the Work to Subcontractors upon a pproval by Owner. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

PAGE 15

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed by Contractor or Subcontractors to determine that such portions are in proper condition to receive subsequent Work.

...

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
The Contractor responsibilities in this Section do not include utility service fees or connection work for electrical, ga s, and communication services on the Project.

...

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents and within the scope of Contractor's Work shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

...

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§ 3.7.1 ~~Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at thetime bids are received or negotiations concluded.~~The Owner shall secure and pay for all plan review fees, system development charges and the building permit. The Contractor and its Subcontractors shall secure and shall pay for the mechanical, electrical, plumbing, and all other trade permits required for the performance of the Work. These trade permits shall be included in the

...

Guaranteed Maximum

...

Price.

...

§ 3.7.2 The Contractor shall comply with and give notices required by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities reasonably applicable to performance of the Work.

PAGE 16

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. Owner recognizes that suppliers and Subcontractors are not holding their proposals or bids for any extended period of time and many expire within 48 hours, so Owner's selections may need to be made quickly.

...

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. ~~The superintendent~~ Contractor's Project Manager shall represent the Contractor, and communications ~~given to the superintendent shall be as binding as if given to the Contractor.~~between the Owner and Contractor must be with the Project Manager, not the superintendent. Notices to Contractor must be provided as required in the Contract Documents.

...

§ 3.9.2 The Contractor, as soon as practicable ~~after award of the Contract,~~ execution and incorporation of a GMP Amendment into the Contract Documents, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

PAGE 17

§ 3.10.1 The Contractor, promptly after being awarded the ~~Contract,~~ Contract and upon execution and incorporation of a GMP Amendment into the Contract Documents, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the ~~Work.~~ Work included in the GMP Amendment. The schedule shall contain detail appropriate for the ~~Project,~~ Work included in the GMP Amendment, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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...

§ 3.10.2 The Contractor, promptly after being awarded the Contract
and upon execution and incorporation of a GMP Amendment into the Contract Document, and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction ~~schedule,~~
schedule for the Work included in the GMP Amendment, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of
~~submittals.~~submittals, unless the failure to provide submittals in accordance with the approved submittal schedule was for a reason out of Contractor's control. Owner acknowledges the challenges in the materials and labor markets and agrees to be fair and reasonable in administering the requirements of this provision.

...

§ 3.10.3 The Contractor shall perform the Work included in the GMP Amendment in general accordance with the most recent ~~schedules~~
~~submitted to the Owner and Architect.~~ schedule submitted for that Work to the Owner and Architect. The parties agree to timely execute a Change Order accepting schedule adjustments mutually agreed upon by the parties.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
Contractor shall be entitled to a Contract Time adjustment if Architect does not timely review and respond to submittals.

...

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form reasonably and timely specified by the Architect.

PAGE 19

The Contractor shall confine operations at the site to areas permitted by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

...

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.
This provision shall be reciprocal to Contractor, and Owner shall ensure this reciprocity with its Separate Contractors.

...

The Contractor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever

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~~located.~~located, but only if it is safe to do so. Notwithstanding the foregoing, except in those locations and circumstances where access in unsafe or prohibited by other applicable laws or requirements, Contractor shall ensure Owner and Architect have reasonable access to the property and the Project at all times.

...

The ~~Contractor~~ Owner shall pay all royalties and license fees. ~~The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if~~ If an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall ~~be responsible for the loss unless the information is promptly furnished to the Architect.~~promptly inform the Owner and Architect of the infringement.

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the ~~Owner, Architect, Architect's consultants, and agents and employees of any of them~~ Owner and Owner's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be ~~liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.~~ liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.
Additionally, to the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and Contractor's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Owner's, Owner's design team (including but not limited to Architect and Owner's engineers), and/or Owner's Separate Contractors' performance or lack of performance under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Owner, Owner's design team (including but not limited to Architect and Owner's engineers), any one or more of Owner's Separate Contractors, and/or an agent or employee of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist.

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ARTICLE 4 ARCHITECT

...

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The parties acknowledge Architect is not a direct party to this Contract and is not directly bound to the obligations imposed upon Architect in this Agreement.

...

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.
If Architect's authority is amended, Owner shall timely inform Contractor.

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§ 4.2.7 The Architect will timely review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

...

§ 4.2.8 The Architect will timely prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

...

§ 4.2.9 The Architect will timely conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

...

§ 4.2.11 The Architect will timely interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

...

§ 4.2.14 The Architect will timely review and timely respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will timely prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of ~~the Contract,~~
Contract and upon execution and incorporation of a a GMP Amendment nto the Contract Document, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the ~~Work,~~
Work involved in that GMP Amendment, including those who are to furnish materials or equipment fabricated to a special design. Within ~~14~~ seven (7) days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the ~~14-day~~ 7-day period shall constitute notice of no reasonable objection.

...

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§ 5.4.1 Each subcontract agreement for a portion of the Work is ~~assigned~~ assignable by the Contractor to the Owner, provided that

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§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
This provision shall be reciprocal to Contractor, and Owner shall be responsible for ensuring its reciprocity with Owner's Separate Contractor(s).

...

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.
Owner shall be responsible for ensuring this reciprocity of obligations and rights with its Separate Contractors.

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§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
Unless otherwise agreed by the parties, Owner and Contractor shall meet at least once monthly to discuss and address the terms of proposed Change Orders, Construction Change Directives and minor changes in the Work from the prior month. Owner and Contractor may discuss and agree on the terms of proposed Change Orders, Construction Change Directives and minor changes in the Work via email; however, no changes shall be binding upon the parties until expressly memorialized in a Change order or Construction Change Directive executed by the Owner and the Contractor. Any delay in the Contract Time or increase in the cost of the Work caused expressly by Owner not timely (within fourteen (14) days of presentment by Contractor) executing a Change Order shall be the responsibility of the Owner, and a modification to the Contract Time and Contract Sum shall be effectuated. If fourteen (14) days have elapsed after a proposed Change Order, a Construction Change Directive or a minor change in the Work has been presented by one party to the other and no Change Order has been executed on that proposed Change Order, Construction Change Directive or minor change in the Work, then such Change Order shall be considered void and of no force or effect.

...

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Contractor and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

...

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being timely adjusted fairly, equitably and accordingly.

...

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change ~~Order.~~Order, but subject to **§ 7.1.3, above**.

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...

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following
~~methods:~~methods with Contractor's 2.75% fee, and .55% for Performance and Payment Bond, and .75% for Insuran ce added to it:

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may timely and reasonably prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

...

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;~~and~~

...

.5 Costs of supervision and field office personnel directly attributable to the ~~change.~~change; and

...

.6 Contractor's 2.75% fee , and .55% for Performance and Payment Bond, and .75% for Insurance for Chan ge Orders.

...

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

...

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
If Contractor is required to begin Work on under a Construction Change Directive, then Contractor shall proceed on a time and materials plus fee basis (until a Change Order is signed) and shall be entitled to bill and be paid monthly f or such Work.

...

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for ~~Payment.~~ Payment as set forth in **§ 7.3.6, above**. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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...

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect or Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 8.1.3 The date of Substantial Completion ~~is the date certified by the Architect~~ shall be defined as the date Contractor receives a Temporary Certificate of Occupancy, Certificate of Occupancy, or the stage in the progress of the Work that is sufficient for the Owner to occupy the project for its intended use, along with Architect certification of the same, whichever occurs first. The Contractor shall communicate the date of Substantial Completion to the Owner and Architect in writing, and the Architect shall certify this date in accordance with Section 9.8.

...

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract ~~Time.~~Time, however, Owner is aware of the challenges in the labor and material markets at the time of this Contract and during the performance of the Work, and Owner agrees to be reasonable and fair in working with Contractor if those challenges ultimately present obstacles (outside of Contractor's control) to timely achieving Substantial Completion But only if such challenges create minor delays in Contractor's performance. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes (including but not limited to a pandemic such as Covid) beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
The Contractor shall provide prompt written notice to the Owner setting forth in detail the cause of the delay and the currently anticipated length of the delay with appropriate updates communicated timely to the Owner. If the Owner agrees to extend the Contract Time or increase the Contract Sum, the parties will execute a Change Order. Owner agrees to be reasonable, fair and equitable in addressing delays and cost increases resulting from a cause or causes beyond the Contractor's control, and Contractor agrees to use its reasonable and diligent efforts to avoid delays and cost increases. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents unless expressly addressed in a Change Order.

...

§ 8.3.2 Claims relating to time and increases to the Cost of the Work shall be made in accordance with applicable provisions of Article 15.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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With each Application for Payment, Contractor will provide a conditional lien waiver and release for payments due t o the Contractor and any applicable Subcontractor in that Application for Payment.

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§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section ~~9.5.1;~~ 9.5.1 and pursuant to Montana's Prompt Payment Act; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section ~~9.5.1.~~9.5.1 and pursuant to Montana's Prompt Payment Act.

...

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the ~~Owner,~~ Owner and pursuant to Montana's Prompt Payment Act, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section ~~9.4.1.~~ 9.4.1 and pursuant to Montana's Prompt Payment Act. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

PAGE 29

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract ~~Documents,~~
Documents and pursuant to Montana's Prompt Payment Act, and shall so notify the Architect.

...

§ 9.6.8 Provided the Owner has timely fulfilled its payment obligations under the Contract ~~Documents,~~
Documents and Montana's Prompt Payment Act, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. ~~Upon~~
However, this provision only applies if Owner gives Contractor prompt notice of the claim, action, lawsuit, proceedi ng or lien. As soon as reasonably practicable upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the ~~Contractor.~~
Contractor in writing and provide Contractor with the information Owner has related to the lien. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

...

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor
as required by Montana's Prompt Payment Act or within seven days after the date established in the Contract Documents, whichever is earlier, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8.1 Substantial Completion ~~is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.~~shall be as defined in § 8.1.3.

...

§ 9.8.2 ~~When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.~~Substantial Completion shall be accomplished pursuant to § 11.1.14 of the A133.

...

§ 9.8.3 ~~Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.~~

...

§ ~~9.8.4~~ When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

...

§ ~~9.8.5~~ 9.8.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. ~~Upon such acceptance, and~~ At Substantial Completion and upon consent of surety if any, the Owner shall promptly make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

...

§ 9.10.1 Upon receipt of the Contractor's notice that the ~~Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment,~~
Punch List Work has been completed and is ready for final inspection, the Architect will promptly make such inspection. When the Architect finds the ~~Work acceptable under the Contract Documents and the Contract fully performed,~~
Punch List Work has been completed, the Work shall be deemed to have reached Final Completion, and the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Contractor shall then timely submit its final Application for Payment.

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...

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect ~~(1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~and Owner the final Application for Payment with Contractor's conditional lien releases and waivers, along wit h any other documentation reasonably requested by Owner. Upon Owner's payment to Contractor on the final Appli cation for Payment, Contractor will promptly provide Owner with the unconditional lien releases and waivers associ ated with that payment.

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The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
Owner recognizes that Contractor may delegate Work to Subcontractors. As between Owner and Contractor, howev er, Contractor shall remain responsible for safety on the Project, but Owner is not requiring Contractor to control Su bcontractors means and methods. Additionally, Owner recognizes that, between Owner and Contractor, Owner is res ponsible for the safety obligations of its own forces and Separate Contractors.

...

§ 10.2.2 The Contractor shall comply with, and give notices required by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

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§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is not attributable to acts or omissions of Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be li able. If the damage and/or loss was caused in whole or in part by the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, ~~and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's~~
Contractor shall be promptly reimbursed by Owner on a time and materials basis for the cost of such remedial Work, plus a Contractor's 2.75% fee, and .55% for Performance and Payment Bond, and .75% for Insurance. **The foreg oing obligations of the Contractor and Owner are in addition to their respective obligations under Section 3.18.

...

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs ~~of~~ related to the shutdown, delay, and start-up.

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ARTICLE 11 INSURANCE AND BONDS

...

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required and if required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
Owner shall purchase and maintain liability insurance for the Project. If requested by Contractor, Owner shall provide to Contractor copies of all relevant policies. Owner shall timely purchase (prior to the commencement of Construction) and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis subject to self-
insurance retention and deductibles. Owner shall be responsible for deductible amounts related to claims made. Owner's property insurance coverage shall be no less than the amount of the initial Guaranteed Maximum Price, plus the value of subsequent amendment modifications. Such property insurance shall be maintained until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include the interests of Owner, Contractor, the Subcontractors, and Sub-
subcontractors on the Project as insureds. Owner shall be responsible for all property losses to the Work not paid by the insurance outlined herein due to a self-insurance retention and/or a deductible.

...

§ 11.2.2 Failure to Purchase Required ~~Property~~ Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change

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Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

...

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within ~~three (3) business days~~ one (1) business day of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

...

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, ~~subcontractors, and sub-subcontractors.~~ Subcontractors, and Sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.
Within ten (10) days of Contractor's request to Owner, Owner shall make a claim with the appropriate insurer in Owner's role as fiduciary for the insureds.

...

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have ~~14~~ twenty-one (21) days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be

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resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

...

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including reasonably necessary additional testing and inspections, the cost of uncovering and replacement, and reasonable compensation for the Architect's services and expenses made necessary ~~thereby,~~ thereby (if any), shall be at the Contractor's expense.
The cost of any remedy or portion thereof that is necessitated by the actions or inactions of someone other than the C ontractor, its Subcontractor, or anyone directly employed by either of them, shall be added to the Contract Sum by w ay of Change Order, and the Contract Time shall be adjusted by Change Order.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the
~~Work.~~Work , provided the value of any such Work first performed after Substantial Completion exceeds $5,000.

...

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be ~~effected~~ affected whether or not final payment has been made.

...

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section ~~15.4.~~15.4 with extended discovery allowed as agreed upon by the arbitrator(s).

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the
~~Contract.~~Contract, and such assignment or purported assignment shall be void and of no force or effect.

...

§ 13.2.2 The Owner may, ~~without~~ with prior written consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. ~~The~~
Contractor shall not unreasonably withhold consent if lender will not change the terms of this Agreement. If Contrac tor approves of the assignment in writing, the Contractor shall execute all consents reasonably required to facilitate the assignment.

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§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by reasonably applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate

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public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

...

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all reasonable costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's reasonable and necessary services and expenses, shall be at the Contractor's expense.

...

.2 An act of government, such as a declaration of national emergency, that requires all Work to be ~~stopped;~~stopped for a substantial period of time;

...

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;~~or~~

...

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section ~~2.2.~~2.2;

...

.5 The Owner or an agent (e.g. Architect) or employee of the Owner has failed to fulfill Owner's obligations under the Contract Documents with respect to matters critical to the progress of the Work; or

...

.6 The Owner has failed to operate in good faith with Contractor.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the ~~Owner~~ Owner, Owner's own forces, and/or Owner's Separate Contractor(s) as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or ~~120~~ ninety (90) days in any 365-day period, whichever is less.

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, plus Contractor's fee, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such ~~termination.~~termination (including costs for terminating subcontracts and materials/supplies agreements, demobilization costs, costs necessary to protect Work completed to date), plus Contractor's fee.

...

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.3 repeatedly disregards reasonably applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

...

.1 Exclude the Contractor from the ~~site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;~~site;

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including reasonable and necessary compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the ~~Owner.~~ Owner after Owner's provision of documentation substantiating the cost and difference. Contractor may dispute Owner's termination and the alleged costs. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

...

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include ~~profit.~~ profit and Contractor's fee. No adjustment shall be made to the extent

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.2 take actions reasonable and necessary, or that the Owner may direct, for the protection and preservation of the Work; and

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of ~~Subcontracts; and the termination fee, if any, set forth in the Agreement.~~Subcontracts and other costs and fees set forth in §14.1.3.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

...

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
Contractor shall have the right to stop work for any unresolved Claim greater than or equal to $100,000 in value, until such time as final resolution is achieved.

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User Notes: (3B9ADA57)

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

...

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

...

§ 15.1.6.2 If material adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

PAGE 41

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by ~~the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~
an experienced mediator licensed to practice law in the state of Montana and who has significant experience in Mont ana in mediation, construction law, and contract law. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. However, litigation related to prosecuting a construction lien may not be stayed. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

PAGE 42

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the ~~Agreement.~~
Agreement and shall allow for expanded discovery, including depositions, as the arbitrator(s) recommend. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brad Sinclair, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:48:43 MT on 02/28/2025 under Order No. 2114476955 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (3B9ADA57)

BILLINGS, MT

December 27, 2024

REQUEST FOR PROPOSAL
General Contractor / Construction Manager

AMEND PARK RECREATION CAMPUS



Langlas
GENERAL CONTRACTORS

2685 GABEL RD BILLINGS, MT 59102
406.656.0629
CONTACT JOE CLARK

LANGLAS.COM

LANGLAS & ASSOCIATES
IS A SECOND GENERATION,
FAMILY OWNED COMPANY.

ESTABLISHED IN **1973**



Langlas
GENERAL
CONTRACTORS

December 27, 2024

City of Billings
210 North 27th St
Billings, MT 59101

ATTN: Kory Thomson, Recreation Superintendent

Amend Park Recreation Campus

Langlas & Associates is pleased to offer the enclosed Proposal for General Contractor / Construction Manager Professional Services for the above referenced project. Our firm has completed numerous public projects, which include multiple schools, community centers, and sports complexes. We are very familiar with the market, are community driven, and would love to be a part of a milestone project for our community.

Langlas & Associates has provided GC/CM Services as a Montana-based business for the past 51 years. By putting the needs of our project owners first; operating with principles of honesty, integrity, commitment to costs, and pride in our work, we have become one of the leading GC/CM Firms in Montana. Over 90% of our work is performed using the negotiated Construction Manager at Risk or General Contractor/Construction Manager delivery methods.

Please let us know if you have any questions regarding the following information. For questions or further coordination regarding this proposal, please contact Joe Clark at **jclark@langlas.com** or **406.656.0629.**

Sincerely,

Steve T Langlas
CEO

BILLINGS 2685 Gabel Rd / Billings, MT 59102 / **P** 406.656.0629 / **F** 406.656.1088
BOZEMAN 4555 Valley Commons Dr / Bozeman, MT 59718 / **P** 406.585.3420 / **F** 406.585.4110
MISSOULA 4852 Kendrick Place / Missoula, MT 59808 / **P** 406.215.1356 / **F** 406.926.2005
BUTTE 101 East Park Street / Butte, MT 59701 / **P** 406.490.2824

TABLE OF CONTENTS

4 **Proposal Narrative** **1**

- Firm History and Experience
- Financial Health
- Key Project Staff
- Approach to Project
- Project Costs
- Additional Non-scored Criteria and Factors

Resume Appendix **13**

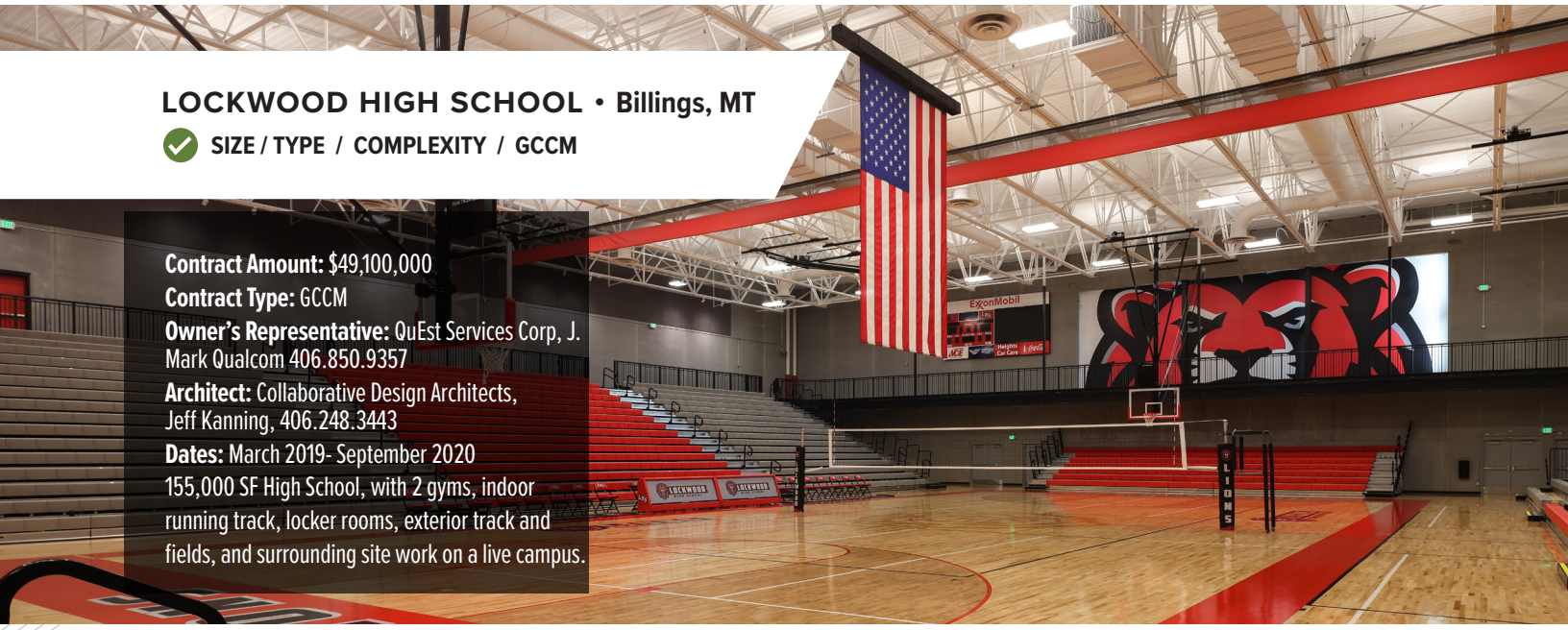
Extra Project Information Appendix **18**

Attachment A **19**

Attachment C **20**

Attachment F **21**

4.4 *a. Previous experience with new construction projects similar in size and complexity (project budget is $20 million and is funded by South Billings Urban Renewal Association TIF District). Must be able to provide a minimum of three (3) successful projects totaling $20 million. Other related projects over $20 million may also be provided to show success in the management of complex projects. Please specify whether your firm acted as General Contractor or Construction Manager on each project.*



LOCKWOOD HIGH SCHOOL • Billings, MT

SIZE / TYPE / COMPLEXITY / GCCM

Contract Amount: $49,100,000
Contract Type: GCCM
Owner's Representative: QuEst Services Corp, J. Mark Qualcom 406.850.9357
Architect: Collaborative Design Architects, Jeff Kanning, 406.248.3443
Dates: March 2019- September 2020
155,000 SF High School, with 2 gyms, indoor running track, locker rooms, exterior track and fields, and surrounding site work on a live campus.

BEN STEELE MIDDLE SCHOOL
Billings, MT

SIZE / TYPE / COMPLEXITY / GCCM



Contract Amount: $22,207,000
Contract Type: GCCM
Owner Representative: Hulteng CCM, Inc., Shane Swandal 406.655.1116
Architect: A&E Architects, Dusty Eaton, 406.248.2633
Dates: March 2016- August 2017
122,000 SF Middle School, with a gym, locker rooms, track and fields, and surrounding site work on a greenfield site.

LAUREL SCHOOLS
Laurel, MT

SIZE / TYPE / COMPLEXITY / GCCM / PHASED



Contract Amount: $49,017,000
Contract Type: GCCM
Owner Representative: Hulteng CCM, Inc., Shane Swandal 406.655.1116
Architect: Kris Koessl, A&E Design, 406.248.2633
Dates: March 2024 - August 2025
2 Elementary Schools totaling 135,400 SF, with 2 gyms, and surrounding site work on a greenfield site and live campus.

4.4 *b. Provide evidence of the company's financial health for the previous five (5) years and ability to work effectively and cooperatively with the Owner, Architect and sub-contractors as demonstrated by references and successful projects. Please provide references for four (4) Owners, two (2) A/E firms, and two (2) large M/E subcontractors. Please provide current addresses and phone numbers.*

Bonding Capacity: the Proposer must be capable of providing a 100% performance bond and 100% payment bond for a project valued up to $20 million in construction costs, as documented by a letter or binder from the Surety, submitted with the RFQ response.

Our average annual volume for the last five years is $286,000,000

Our bonding capacity also speaks to our reputation of successful projects with a single project limit of $100,000,000 and an aggregate of $300,000,000.

Volume for the last five years as evidence of our growth and firm's stability in the marketplace:



Owners

Northern Hotel	19th N. Broadway	Billings, MT 59101	Mike Nelson	406.581.9956
Rocky Vista University	4130 Rocky Vista Way	Billings, MT 59106	Glenn Olney	720.985.3843
Laurel Public Schools	410 Colorado Ave.	Laurel, MT 59004	Matt Torix	406.628.3360
Billings Clinic	801 N. 29th Street	Billings, MT 59101	Mitch Goplen	406.671.1134
Yellowstone Valley Animal Shelter	1735 Monad Road	Billings, MT 59101	Triniti Halverson	406.294.7387

Architects

A&E, Design	609 N 29th Street	Billings, MT 59101	Dusty Eaton	406.248.2633
Collaborative Design Architects	2280 Grant Road	Billings, MT 59102	Nick Pancheau	406.248.3443

Subcontractors

Air Controls, Inc.	2nd Ave North	Billings, MT 59101	Chris Schaff	406.245.6416
Star Service, Inc.	26 South 24th Street	Billings, MT 59103	Trin Jones	406.259.3754

December 6, 2024

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

Re: Langlas & Associates, Inc. – Letter of Bondability – Amend Park Recreation Campus - $20,000,000.00

To Whom It May Concern:

Langlas & Associates, Inc. has asked us to provide you with information about their bonding relationship. Langlas has been a surety client of ours for over 20+ years. During this time, they have earned a great reputation in their marketing area.

Langlas & Associates, Inc. is bonded with Travelers Casualty and Surety Company of America. They currently qualify for a single project in excess of $100 million and an aggregate in excess of $300 million. Current available bond capacity is in excess of $220,000,000.00. Travelers is an A++ (Superior) A.M. Best rated insurance company, Financial Size Category XV ($2 billion or more).

If performance and payment bonds are required for this project, we will favorably entertain that request, subject to review and approval of standard industry underwriting criteria.

We highly recommend Langlas & Associates, Inc. without reservation. If additional information or comments are required, please do not hesitate to contact me at 206-262- 4385.

Sincerely,
Propel Insurance

Jacob Haddock

Find your momentum.

Propel Insurance | 601 Union Street Suite 3400, Seattle, WA 98101 | 206.676.4200 | www.propelinsurance.com

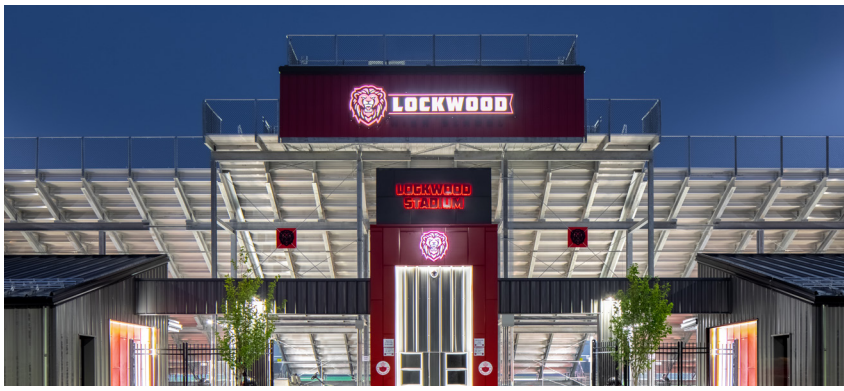
KEY PROJECT STAFF

4.4 *c. For staff expected to provide services on behalf of the firm, identify roles (project manager, project engineer, superintendent, and task leaders), along with their availability. Resumes should be included, in an appendix that will not count toward the page count of the narrative. Performance on projects, especially City, should be noted. Project Manager and Superintendent must have successfully completed projects of this type individually and together.*

Please see our Resume Appendix for our team members' roles and availability for Amend Park.

Projects completed by our construction team together include:

LOCKWOOD HIGH SCHOOL
Billings, MT



TEAM:
- Jason Hubbard- Preconstruction Manager
- Joe Clark- Project Manager
- Emily Mainwairing- Assistant Project Manager
- Lane Huffman- Project Superintendent

LAUREL SCHOOLS REMODEL AND EXPANSION • Laurel, MT



TEAM:
- Jason Hubbard- Preconstruction Manager
- Lane Huffman- Project Superintendent

BILLINGS CATHOLIC SCHOOLS
Billings, MT



TEAM:
- Joe Clark- Project Manager
- Emily Mainwairing- Assistant Project Manager
- Lane Huffman- Project Superintendent

DEHLER PARK
Billings, MT



TEAM:
- Joe Clark- Project Engineer
- Jason Hubbard- Project Manager
- Lane Huffman- Project Superintendent

4.4 *d. Provide information on your firm's approach to the project, scheduling tools/methods and your understanding of critical path scheduling and its applications. Demonstrate capability to meet time and project budget requirements.*

Below, in the diagram, and the following pages shows all of the items we provide prior to, during and after a construction project.

At Langlas, we believe that what makes us one of the leading construction managers in the state is that we take all phases of a construction project seriously and maximize effort to provide the best value to the owner.

PROJECT MANAGEMENT APPROACH

for Amend Park

1 PRE-CONSTRUCTION

1. Constructibility Reviews
2. Plan Coordination/Clash Detection
3. Integration with Design Team and Owner
4. Create Budgets, Estimates, and Schedules
5. Subcontractor Participation
6. Existing Conditions Investigations
7. Value Engineering
8. Develop Bid Packages

PREPARATION

2 CONSTRUCTION

1. Create and Maintain Schedule
2. Safety
3. Maintain Budget
4. Quality Control
5. Continue Open Communication with Project Team
6. Project Delivery

DETERMINATION

3 POST-CONSTRUCTION

1. Punch Lists
2. Closeout and As-Built Documents
3. Warranty/Service
4. Maintain Relationships

FINALIZATION

PRECONSTRUCTION/ CONSTRUCTION

Langlas often states that over fifty percent of a project's success is won or lost during pre-construction, which is why we take our role as gc/cm so seriously.

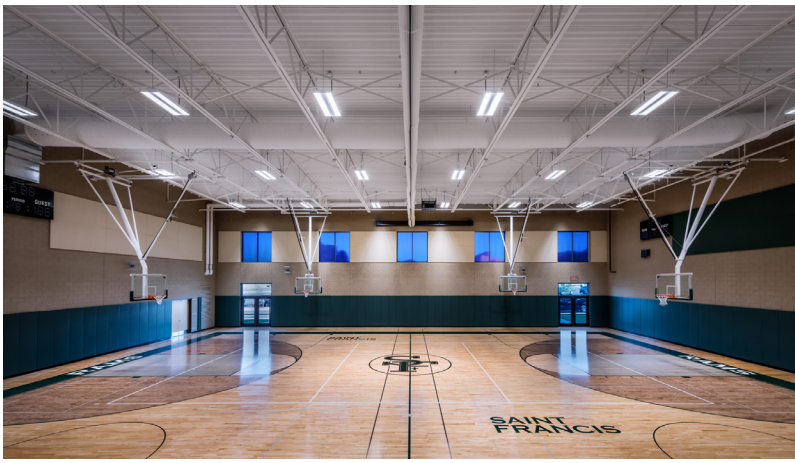
When working with the project team during this time and throughout the project, we prefer communication that is open, honest, and often. Good communication allows us to best understand the needs of others and how to help them facilitate goals for their respective disciplines. By the same token, communicating our own needs helps ensure others can provide us with the information we need, in the time we need it, to do our jobs effectively.

PROJECT ESTIMATING

Our approach to project estimates is an "open book" approach. We organize our estimates by CSI division, with line item detail for each scope of work. Quantities and unit prices are provided when available or practical. We invite subcontractors to participate with us in the estimating process for major portions of the work to ensure we are capturing current market pricing, forecasting for the future, and getting their feedback on ways in which the project could save time or money without sacrifice to quality or design intent. Our estimating processes are constant throughout preconstruction. In between major pricing rounds at Schematic Design, Design Development and during Construction Drawings, we never stop providing component or break-out pricing and Value Engineering options for the Owner's and Design Team's consideration.

PROJECT SCHEDULING

Project schedules are developed to include activities of all major team member disciplines to ensure each understands the relationships between one another's tasks, such as design, pricing, and approval activities; permit applications and local authorities review times, all required before construction can even begin. These schedules will be reviewed with the Owner and the Architect to insure we are meeting the expectations of completion while maintaining quality. When schedule impacts occur we maintain the schedule by increasing resources and looking for creative alternates to still meet expectations. Construction activities are provided in finite detail to ensure we've planned to the greatest extent possible. This level of planning helps to ensure accurate, competitive bids by subcontractors, and helps to ensure those submitting bids are fully aware of labor requirements necessary to fulfill schedule demands. It's an "eyes wide open" approach that has helped us to consistently meet or beat very aggressive project timelines throughout the history of our company.



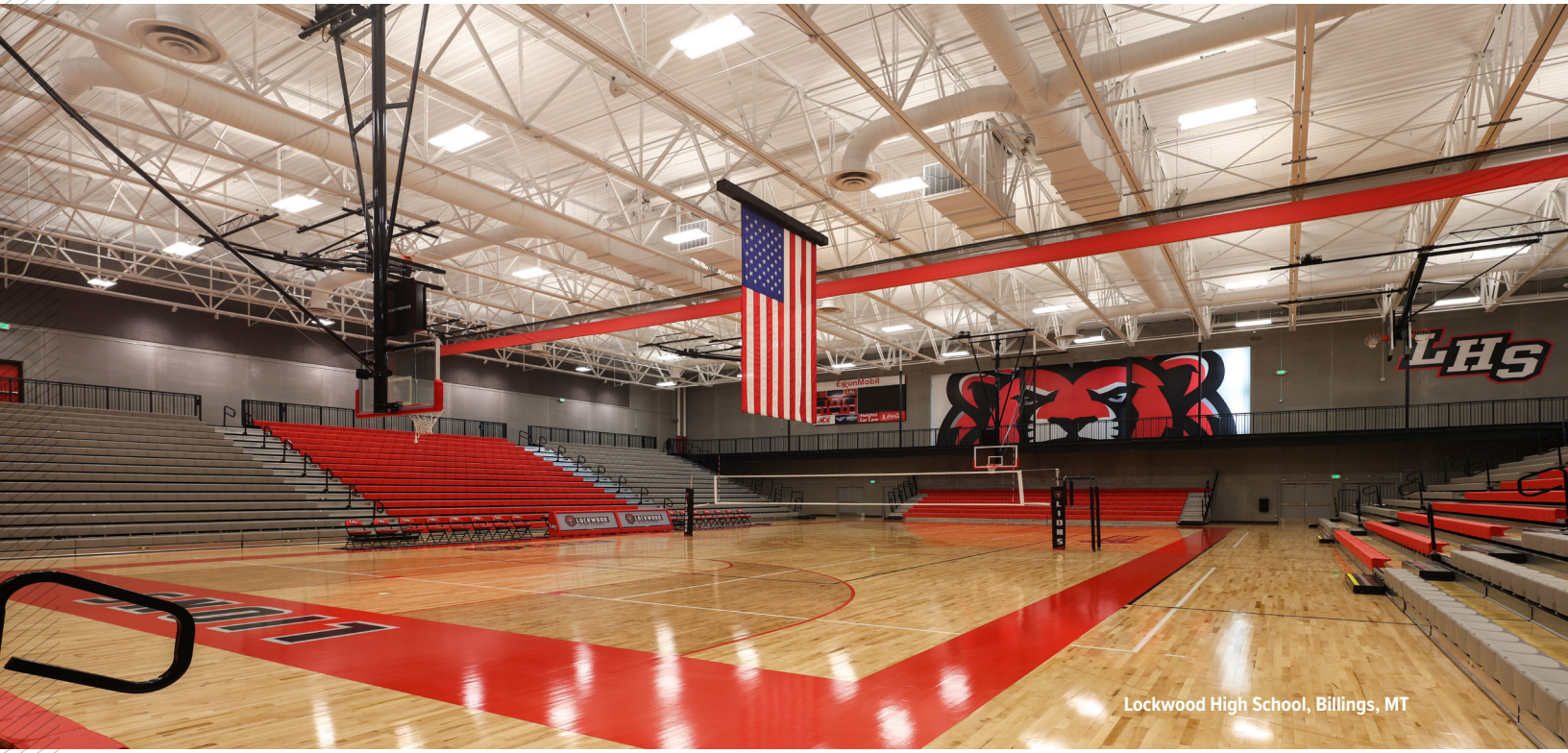




Below are some examples of our schedule commitment.

These GC/CM projects were all completed on or ahead of schedule:

Project	Contract	Size in sf	Completion Schedule	Actual Completion Compared to Scheduled Completion
MSU Yellowstone Hall	$36,000,000	121,000	21.5 months	6 weeks ahead
Rocky Vista University	$45,000,000	140,000	18 months	On schedule
Wilson Hotel Big Sky	$26,000,000	130,000	22 months	On schedule
Bozeman Gallatin High School	$79,000,000	310,000	29 months	On schedule
Bozeman Safety Center	$37,500,000	100,000	26 months	On schedule
Hyalite Elementary School	$12,913,000	68,000	14 months	1 month ahead
Whitefish High School	$19,930,000	126,000	20 months	On schedule
Lockwood High School	$49,000,000	159,000	16 months	2 weeks ahead
West Bozeman Health	$21,000,000	65,000	22 months	On schedule
Billings Catholic School	$14,924,000	92,000	15 months	On schedule
Ben Steele Middle School	$22,207,000	122,753	16 months	On schedule
Meadowlark Elementary School	$16,000,000	67,500	12 months	3 months ahead



Lockwood High School, Billings, MT

PRECONSTRUCTION/ CONSTRUCTION

OUR COST CONTROL EFFORTS BEGIN AS SOON AS WE JOIN THE PROJECT TEAM, AND WE CARRY THAT EFFORT TIRELESSLY THROUGH COMPLETION OF THE PROJECT.

During preconstruction, we spend considerable time with Owner and the Architect to review existing conditions, constructability issues, and the project program to have a clear understanding of the project intent and goals. In some cases during Pre-Construction we have scoped existing underground lines and have performed exploratory demolition in order to facilitate getting the best information possible to the design team. This helps reduce change order activity during construction and orchestrate phasing and scheduling to reduce time during construction. This early effort helps us create a plan that is realistic and achievable. In addition to these preconstruction reviews, we prepare a project estimate to be reviewed in line item detail with Owner and the Architect.

To prepare an estimate, we perform our own quantity takeoff of materials, as well as contact subcontractors and suppliers to provide real-time pricing for the project. We work with a number of subcontractors both locally and across the state on many projects during budget phases, valuing their input and expertise, to help us with achieving project cost goals. Our estimate may contain allowances where design information is yet to be determined and a project contingency that is appropriate to allow for future development. These allowance and contingency amounts would be discussed and agreed upon between Langlas, the Owner, and the Design Team before moving forward with the published estimate.

Below are examples of our cost estimating success.

Project	Schematic Design	Design Development	Construction Document	Guaranteed Maximum Price
Rocky Vista University	$43,230,229	$43,416,666	$43,856,911	$43,656,999
Rankin Elementary School	Not provided	$13,981,937	$13,272,553	$13,022,939
Ben Steele Middle School	$29,745,861	$26,637,701	$24,597,224	$22,207,931
Gallatin High School	$83,595,068	$77,992,664	$76,623,840	$76,280,662
Billings Catholic School	$18,027,273	$18,265,417	$16,940,180	$14,924,625
Monforton Middle School	$7,248,000	$7,345,000	$7,159,000	$6,500,000
Lockwood School	$48,504,786	$43,590,452	N/A	$46,130,390
Meadowlark Elementary	$17,015,000	$16,941,005	$16,400,000	$14,464,153
MSU Yellowstone Hall	$29,964,710	$30,350,250	$30,241,157	$30,173,458
Park High School	$12,710,563	$12,179,463	$11,626,869	$11,626,869
Ruby Valley Hospital	$10,345,212	$9,728,995	$9,686,495	$9,686,495
Northern Hotel	Not provided	$14,567,689	$14,320,000	$13,712,441
Department of the Interior	$20,740,000	20,826,083	$19,300,051	$18,099,439
Billings Clinic Surgery Center	$12,104,320	$11,730,400	$11,684,200	$11,501,000

If any allowances are carried forward into the construction contract, they will be clearly identified in the contract documents. If expenditures towards an allowance item are below the allowance value, the savings accrues to Owner. If expenditures towards an allowance item are above the allowance value, an increase to the contract amount would be required. A contingency line item identified in the estimate would typically be treated as a construction contingency. Once the Guaranteed Maximum Price (GMP) has been established, Langlas would not be able to utilize the construction contingency funds unless approved by the Owner. At the end of the project, any unused contingency would accrue to the Owner.

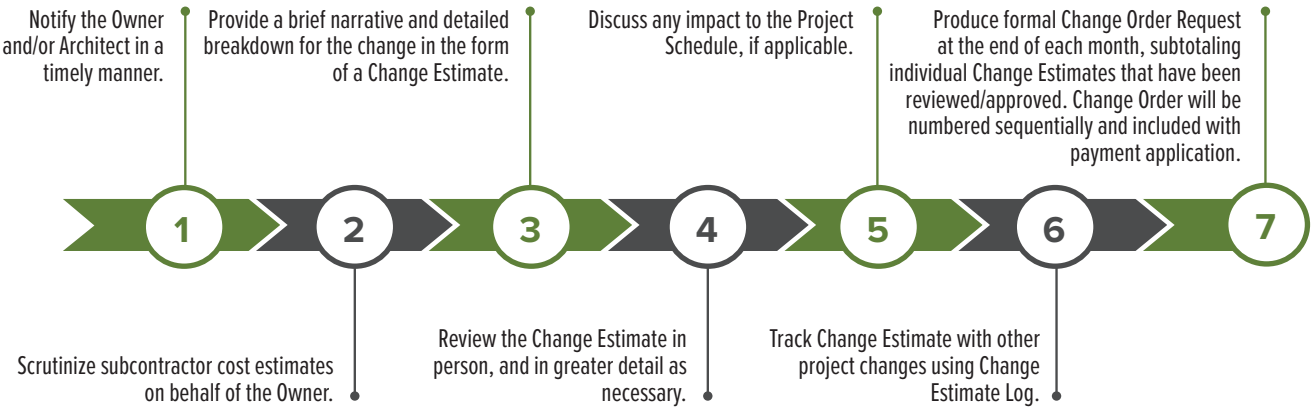
CHANGE ORDERS

During construction, we are the Owner's advocate, ensuring that the subcontractors follow their scopes of work, construction plans, and specifications in order to eliminate or minimize change orders for unforeseen costs. We are not a change order oriented company, and we seek to avoid them as much as possible through effective budgeting, clear bid scopes, and tight subcontracts. Our agreement for this Proposal limits subcontractor overhead and profit percentages to 10% and 5%, respectively, and requires subcontractors to submit any request for change using a Subcontractor Change Order Request form. This form allows us to review the subcontractor's change order in detail and verify that the subcontractor has fully understood the change in scope and is providing fair pricing to the Owner.

In our past experience, the Owner is usually the driving force for the majority of changes made to our projects due to changes in project vision; modifications to layout function or finish; or simply because what was drawn on the plan had not been fully understood until it was erected, in three dimensions. To help us help you in controlling costs, we ask that you review documents with us or the Architect early and often to gain a complete understanding of the product that is being requested, designed, and put out to bid.

Langlas always strives to minimize change orders through detailed document reviews during pre-construction, helping Owner's to visualize what is described by plan documents, developing accurate bid scopes, writing detailed subcontracts, and holding subcontractors and suppliers accountable for performance. Nobody wins with change orders and we try to avoid them. Even still, Owner's may elect to add scope to the project or other issues may necessitate a change to the contract price. When this happens, we will diligently adhere to the following guidelines:

CHANGE ORDER PROCESS



VALUE ENGINEERING

At Langlas, when we pursue Value Engineering opportunities we are careful to discern between true value options for the Owner verses what we call “value reductions,” or removing scope from the project entirely. Throughout our pre-construction efforts we strive to avoid pure cost reductions achieved through loss of program or scope unless other savings options have been exhausted.

The method we use for Value Engineering typically includes a comprehensive list of ideas generated by our staff after reviewing project documents. Savings ideas are then priced for review and discussion with the Owner and Design Team. Any accepted savings options can then be incorporated into revised documents and used to lower the overall project cost.

We are also able to manage budgets by developing biddable alternates that can be accepted or rejected based on bid day savings, rather than simply removing scope from the drawings.

Finally, we continue the Value Engineering effort through construction and look for opportunities that might have otherwise been over looked during Pre-Construction. This allows us to reduce costs and put that added value back into the project to cover unforeseen items and/or include “wanted” items not in the original scope of work.

Below are examples of Value Engineering efforts from recent projects.

Project	# of VE Ideas from Langlas	Langlas Suggested VE Savings	Owner Selected VE Savings	% of Savings from GMP Amount
Gallatin High School	110	$10,623,452	$4,021,434	4.6%
Northern Hotel	106	$3,932,887	$3,855,248	22%
Lone Mountain Land Office	59	$1,473,215	$788,821	7.4%
Rankin Elementary School	50	$703,798	$430,609	3.9%
Wildfire Defense Office	27	$230,783	$170,737	3.8%



Bozeman High, Bozeman, MT





1. Detailed systems training of all components within the project.
2. Complete and thorough as-builts, owner and operations manuals, and warranty information.
3. Availability and regular check-ups on the building after construction.
4. We will offer the Owner a 2 year warranty for the project.
This speaks to our confidence of providing a quality project that lasts.

At Langlas, we take pride in delivering a timely, quality project and take ownership in doing so and are therefore committed to providing Owner and community with a project we can all be proud of.



UM Locker Rooms, Missoula, MT

ENTHUSIASM, COMMUNICATION AND WORKING TOWARDS COMMON GOALS IS THE KEY TO

SUCCESS

STRENGTHS AND SPECIAL CAPABILITIES

51-YEAR WORK HISTORY
Langlas brings years of experience in building construction, including expertise with Metal Buildings, Gyms, and Rec Center projects.

220 EMPLOYEES
Our staffing resources include seasoned in-house carpenters and tradesmen who consistently produce reliable work products.

SELF-PERFORM ABILITIES
Langlas has the capacity to self-perform a variety of scopes, such as concrete, framing, and interior finish work, which allows us to better manage quality, cost, and the schedule to ensure timely project completion.

TRADE/SUBCONTRACT RESOURCES
Our library of over 4,800 pre-qualified subcontractors and suppliers ensures competitive bid coverage and best pricing.

A STRONG SENSE OF PARTNERING
Langlas is committed to building relationships with Owners, Design Teams, and the local subcontract community.

STATE-OF-THE-ART TECHNOLOGIES
To enhance communication, trade coordination, and project documentation, we use the following software programs:

- **Procore — Used for project management**
- **Navisworks, AutoCAD, Revit, and SketchUp — Used for Building Information Modeling (BIM)**

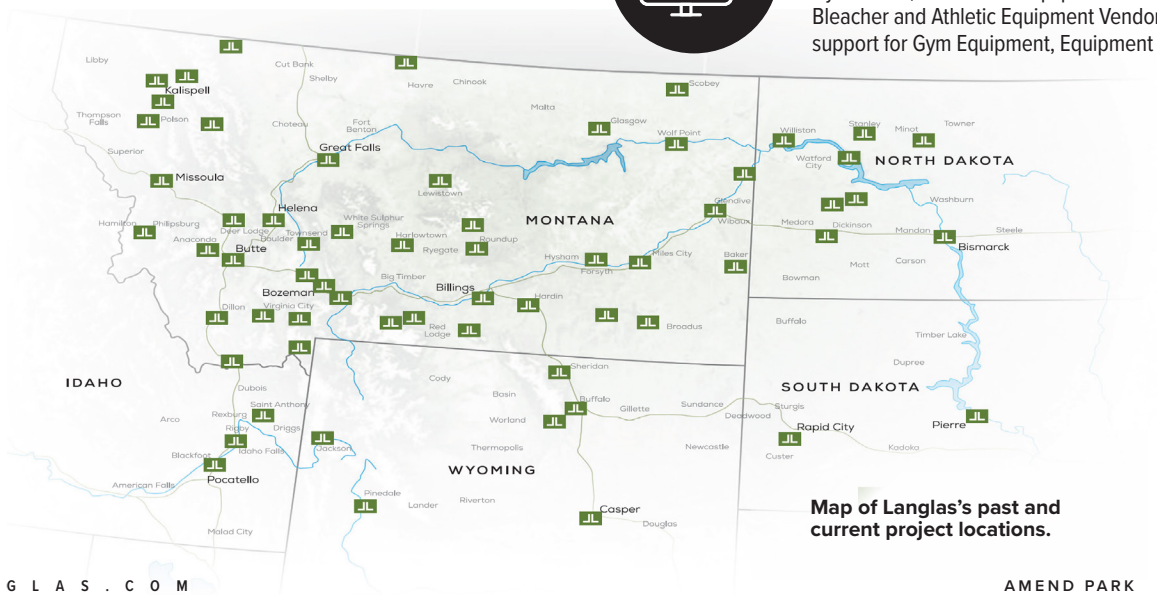
Langlas also offers in-house field engineering, including use of total station equipment and verification with our own AutoCAD or Revit layout drawings to ensure accuracy.

DETAILED, ACCURATE SCHEDULES
Developed with input from subcontractors, our schedules are continually monitored and managed through the entirety of our projects.

VAST EQUIPMENT RESOURCES

LOCAL KNOWLEDGE, EXPERIENCE, AND REPRESENTATION
Since 1973, Langlas has developed an extensive project footprint across the West, establishing a particularly strong presence throughout Montana.

Technical Abilities/Strength with constructing Recreational Facilities.
Lessons Learned: Installing and maintaining Wood Gym Floors, Mechanical Equipment for Gym Facilities, Bleacher and Athletic Equipment Vendors, PEMB design & support for Gym Equipment, Equipment lead times.



Map of Langlas's past and current project locations.

APPENDIX





JASON HUBBARD

Vice President-Eastern District

Amend Park Recreation Campus Preconstruction Manager

Education: B.S. Construction Engineering Technology Montana State University
Master of Construction Management Montana State University

24
YEARS WITH LANGLAS

26
YEARS IN CONSTRUCTION

Jason has repeatedly demonstrated his abilities to successfully plan and execute some of our most challenging projects. His intelligence is readily seen through his organized approach, attention to detail and his ability to orchestrate many tasks simultaneously. Jason is dedicated to his work, maintains a calm disposition, and interacts well with owners, architects, and subcontractors. These attributes make him a valuable part of the Project Team.

Key Responsibilities: Jason will provide input on cost impact for project design elements, review for constructability, and lead the pre-construction phase to control costs and schedule. He will establish and maintain a clear and open channel of communication with the entire Team.

He will contact key subcontractors to gain information on construction types, codes and new technology that could contribute to the project's success. Jason will assist in preparing bid advertisements, bid packages, bid documents, and contracts for the project.

Pre-Construction: Jason will be able to dedicate up to 50% of his full time work load to the pre-construction efforts of this project, and as much time as needed to successfully complete the preconstruction phase of the project.

Construction: Jason will be able to dedicate 20% of his time to the construction phase of the project by assisting with quality control, schedule, and close out of the Project.

REFERENCES:

Dusty Eaton
A&E Design
Principal Architect
406-248-2633

Matt Torix
Laurel Public Schools
Superintendent
406-628-3360

Mark Qualman
Quest Services Corporation
Owner's Representative
406-409-4708

SIMILAR PROJECTS:
Based on GC/CM Method, Building Type, Scope and/or Size:

- Laurel School Projects
- Lockwood High School
- Dehler Park
- Meadow Hill Middle School
- Marriott Courtyard
- Shepherd School
- Elder Grove Elementary School
- KOA Corporate Headquarters
- Bridger School







JOE CLARK

Vice President-Eastern District

Amend Park Recreation Campus Project Manager

Education: B.S. Construction Engineering Technology, Montana State University

21
YEARS WITH LANGLAS

23
YEARS IN CONSTRUCTION

Joe Clark has a variety of construction knowledge with an education in Construction Engineering. Joe's involvement ranges from large commercial projects to stand alone metal buildings. Joe's ability to estimate, schedule, and run projects has made him an asset to our company. His positive communication skills between Owners, Architects, and Subcontractors are a welcomed addition to any project team.

Key Responsibilities: Joe will assist Jason in the Preconstruction phase of the Project and be the primary point of contact during the Construction phase. He will oversee quality, safety, schedule and budget, and will provide the necessary leadership to ensure the project's success.

Pre-Construction: Joe will be able to dedicate up to 40% of his full time work load to the pre-construction efforts of this project.

Construction: Joe will be able to dedicate 50% of his time to the construction phase of the project. With support of our proposed construction team and additional office assistance for delegated tasks, it is normal for Joe to be involved in a few projects simultaneously.

REFERENCES:

Tobin Novasio
Previous Lockwood School Superintendent
406-855-2910

Merisa Murray
Elementary Principal, Kalispell Montana
406-249-2784

Scott Dorn
Vice President Strategic Initiatives
215-817-0216

SIMILAR PROJECTS:
Based on GC/CM Method, Building Type, Scope and/or Size:

- Rocky Vista Vet Training Center
- Rocky Vista University
- Lockwood High School
- Three Forks School
- Central Elementary School
- Billings Catholic School
- Jeannette Rankin Elementary School







EMILY MAINWARING

Assistant Project Manager

Education: B.S. Construction Engineering Technology, Montana State University

16
YEARS WITH LANGLAS

18
YEARS IN CONSTRUCTION

Key Responsibilities: Emily will work in a team capacity with Jason and Joe during the preconstruction and construction of the Project. She will hold primary responsibility for project document control. Emily will oversee the distribution of bid advertisements, bid packages, bid documents, and contracts for the project. She will be responsible for review, distribution and tracking of all submittals. Emily will ensure that insurance, safety and submittal documentation is received from all subcontractors, as well as collect and distribute all closeout documentation (O&M manuals, warranties, final lien waivers) as required.

Emily will also be responsible for reviewing and processing subcontractor payment applications and lien waivers as well as monthly prime contract construction draws.

Finally, Emily will be responsible for creation, maintenance and Team access to all critical project documentation via our web-based project management software.

Pre-Construction: Emily will be able to dedicate up to 75% of her full time work load to the pre-construction efforts of this project.

Construction: Emily will be able to dedicate 50% of her time to the construction phase of the project.

REFERENCES:

Glenn Olney
Owner's Representative
Rocky Vista University
484-919-5014

Shane Swandal
Principal Hulteng, Inc.
406-655-1116

Jason Davis
Principal SMA Architecture
406-442-4933

SIMILAR PROJECTS:

Based on GC/CM Method, Building Type, Scope and/or Size:

- Rocky Vista Vet Clinic
- Rocky Vista University
- Three Forks School
- Lockwood High School
- Central Elementary School
- Billings Catholic School
- Jeannette Rankin Elementary School
- West Park Plaza Renovation







LANE HUFFMAN

Project Superintendent

27
YEARS WITH LANGLAS

27
YEARS IN CONSTRUCTION

Lane Huffman has proven to be a leader, starting work with our company from the ground and working his way up. Over the years he has displayed excellent organizational skills in the field in addition to effective labor management. Lane keeps an extremely clean project site, aiding in positive morale from the craftspeople and Owner satisfaction. His commitment to schedule is apparent by on-time completions. Lane's positive attitude and enthusiasm in infectious!

Lane will produce and maintain the schedule for all phases of the project. The schedule will be organized to indicate Design Team activities, Owner decision points and activities, and Langlas' pre-construction and construction activities. This schedule will help the Team understand possible impacts to any design decisions and identify long lead elements that may affect the schedule.

Key Responsibilities: Lane will provide full-time on-site construction supervision where he will be directly responsible for quality control, safety, project coordination and timely completion. He will communicate with the Owner and Design Team on all aspects of the project.

Pre-Construction: Lane will be able to dedicate up to 25% of his full time work load to the pre-construction efforts of this project.

Construction: Lane will be on-site 100% of the project.

REFERENCES:

Tobin Novasio
Former Lockwood School Superintendent
406-252-6022

Merisa Murray
Principal Jeannette Rankin Elementary School
406-249-2784

Dusty Eaton
Principal, A&E Architects
406-248-2633

SIMILAR PROJECTS:

Based on GC/CM Method, Building Type, Scope and/or Size:

- Laurel Mogan Elementary
- Red Lodge School Field
- Lockwood High School
- Jeannette Rankin Elementary School Kalispell
- Billings Catholic School
- KOA Corporate Headquarters
- Northern Hotel
- West Park Plaza Renovation
- Billings Clinic Surgery Center







NED MALONE

Project Engineer

Education: B.S. Construction Engineering Technology Montana State University

5	7
YEARS WITH LANGLAS	YEARS IN CONSTRUCTION

Ned has a variety of construction knowledge with an education in Construction Engineering. Ned's ability to provide and control field layout and coordinate detailed shop drawings has made him an asset to our company. His positive communication skills between Owners, Architects, and Subcontractors are a welcomed addition to any project team.

During Pre-Construction, Ned will provide input/as-built information to design team, and detailed constructabiltiy reviews.

During Construction, Ned will provide general layout and field engineering. He will be responsible for the creation, coordination and distribution of AutoCAD and/or Revit drawings and RFI's. He will also maintain as-built documents and insure that documentation is being recorded properly.

Pre-Construction: Ned will be able to dedicate up to 30% of his full time work load to the pre-construction efforts of this project.

Construction: Ned will be able to dedicate 30% of his time to the construction phase of the project.

REFERENCES:

Brent Sumner
Veeder Homestead, LLC
Owners Rep
406-208-0470

Josh Smith
Simkins Hallin Lumber
406-556-4829

Nicholas Zacher
True North Steel,
Project Manager
406-869-2641

SIMILAR PROJECTS:

Based on GC/CM Method, Building Type, Scope and/or Size:

- Courtyard by Marriott
- KOA Headquarters
- Billings Clinic Bed Expasion
- Rocky Vista Vet Clinic
- MSU Jones College of Nursing
- Albertsons Billings
- Pea Cannery Building L
- Three Forks School





Projects with similar size, type, critical time lines, and complexity, specific to Gymnasiums, Recreational Facilities and Pre-Engineered Metal Buildings

- Lockwood High School – PEMB, 2 Gyms
- Three Forks School Addition & Remodel - 2 Gyms
- Bridger School Addition & Remodel - PEMB, Gym
- Shepherd School Addition & Remodel - PEMB, Flex Gym
- Butte East Middle School – 2 Gyms
- Sentinel High School Addition & Remodel - Gym
- Gallatin High School - 3 Gyms
- Bozeman High Remodel - Gym
- Meadow Hill Middle School Addition & Remodel - Gym
- Missoula International School - Gym
- Helena Central Elementary - Gym
- Monforton Schools - Gym
- Gallatin Valley YMCA - Gym
- Jeannette Rankin Elementary - Gym
- Billings Ben Steele Middle School - Gym
- Billings Catholic Schools K-8 - Gym
- Hyalite Elementary - Gym
- Meadowlark Elementary - Gym
- Heritage Christian Fire Restoration - Gym
- Whitefish High School Addition and Renovation - Gym
- West Yellowstone School Expansion & Remodel - Gym
- Park High School Renovation and Expansion - Gym
- Granite Health & Fitness – Gym
- Billings YMCA – Gym
- Big Sky Community Center – Gym
- The Pitt Gym
- MSU Indoor Practice Facility
- UM Locker Room Remodel
- Fed Ex Main Distribution Center – PEMB
- Gallatin County Road & Bridge Maintenance Facility – PEMB
- Pinedale Maintenance Facility – PEMB
- Red Lodge Brewery – PEMB
- Billings Fitness – PEMB
- U-Haul Storage – PEMB
- Bear Canyon Building – PEMB
- Space Bank – PEMB
- Johnstone Supply – PEMB
- Faith Evangelical – PEMB
- Red Lodge Hanger – PEMB
- First Interstate Bank Hanger – PEMB
- Bozeman Hangers (Multiple) – PEMB
- Mercedes Benz Service Center – PEMB
- Faithful Disaster Restoration – PEMB
- Carbon County Salt Building – PEMB
- Red Lodge School & Field Addition & Remodel - PEMB

SIMILAR PROJECTS







CITY OF Billings

ATTACHMENT A

VALIDATION QUESTIONS FOR SUPPLIER

GENERAL INFORMATION

Company Name: **Langlas & Assoc, Inc.**
Address: **2685 Gabel Rd Billings, MT 59102**
Contact Name: **Joe Clark**
Contact Phone: **406.656.0629**
Contact Email: **jclark@langlas.com**
Website/URL: **www.langlas.com**
How many facilities/locations do you have in the U.S? Please list. **4** Billings, Bozeman, Missoula, Butte
How many years has your company been doing business under this name? **51**
Total Full-Time Employees**. 220**
Do you have Small Business Administration Status? If yes, can you provide documentation? **No**
What are your standard payment terms? **30 Days**
References - Please include a page with all contact information for at least the following three! references:

New Company (started doing business with them in the past 12 months)
Yellowstone Animal Clinic Triniti Halverson, 406.294.7387
Retained Company (have been doing business with them for 3 + years)
Lockwood Schools, Don Christman, Superintendent, 406.252.6022
Former Company (contract terminated in the past 2 years)Br
Bryan Tate, Tate Management, 406.599.9648

Can you provide a statement and meet the City minimum insurance requirements of $750,000 per! claim and $1,500,000 per occurrence, and the City being named as an additional insured? (please! note – proof of insurance is not required to be submitted with proposal, but must be provided prior to! contract execution) **Yes.**

FUNCTIONALITY

1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements? **Yes**
2) You must instruct your insurance broker/carrier to notify the City should your coverage change. Are you willing to do this? **Yes**
3) The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment. Are you willing to do this? **Yes**

QUALITY AND SERVICE

Do you have a quality assurance program? If yes, please attach a copy **Our Quality Assurance Program is comprised of the following items largely housed within our Project Management Software, Procore:**

1. Matrix of Roles & Responsibilities
2. Inspections
3. Checklists for all Divisions of Work
4. Records and Reporting
5. Communication
6. Non-Conforming Work
7. Sub & Supplier Qualifications
8. Tracking and Follow up

Due to these items being integrated in Procore they are not easily extracted. Upon selection we would be happy to review these items in more detail.

Are your employees required to take a mandatory drug test? **Yes at hiring.**

LEGAL ISSUES

1) Are there any pending lawsuits against your company? If yes, please explain. **No**

REPORTING

1) Does your firm have a project management software system?
Yes
2) If yes to the previous question, please specify which software.
Procore

CITY OF Billings

ATTACHMENT C

CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

Langlas & Associates, Inc.	
Legal Name of Firm/Corporation	Authorized Signature
2685 Gabel Rd	Catherine Bergman
Address	Printed Name
Billings, MT 59102	CFO
City/State/Zip	Title
12/11/24	406.656.0629
Date	Telephone Number



ATTACHMENT F

SUPPLIER CONTACT INFORMATION

A. Company Contacts

Primary Contact Person (Name):	Joe Clark
Title/Function:	Vice President-Eastern District
Address	2685 Gabel Rd Billings, MT 59102
Business Hours Phone:	406.656.0629
Fax:	406.656.1088
Internet E-mail Address:	jclark@langlas.com
Name of Person Responding to Request:	Same as above.
Title/Function:	
Address:	
Phone:	
Fax:	
Internet E-mail Address:	

B. General Company and Financial Information

Company Name:	Langlas & Associates, Inc.
Headquarters Address:	2685 Gabel Rd
City, State, ZIP	Billings, MT 59102
Headquarters Phone:	406.656.0629
Headquarters Fax:	406.656.1088
Company Owned By:	Stephen T Langlas
Percent % Ownership:	47
Years In Business	51
Name of CFO	Catherine Bergman
Name of CEO/President:	Stephen T Langlas

LANGLAS & ASSOCIATES HAS 51 YEARS OF EXPERIENCE AS A GENERAL CONTRACTOR AND CONSTRUCTION MANAGER.



QUALITY

SERVICE

DELIVERY

We believe competitive costs, aggressive schedules, and quality craftsmanship are the attributes that create successful projects and satisfied customers. We work in partnership with Owners and Design Team Professionals to accomplish common project goals. Our teamwork attitude is apparent through our repeat business and client referrals received throughout our company's history.



ESTABLISHED 1973

Langlas
GENERAL CONTRACTORS

BILLINGS 2685 Gabel Rd / Billings, MT 59102 / P 406.656.0629 / F 406.656.1088
BOZEMAN 4555 Valley Commons Dr / Bozeman, MT 59718 / P 406.585.3420 / F 406.585.4110
MISSOULA 4852 Kendrick Place / Missoula, MT 59808 / P 406.215.1356 / F 406.926.2005
BUTTE 101 East Park Street / Butte, MT 59701 / P 406.490.2824

LANGLAS.COM



BILLINGS, MT

January 14, 2025

REQUEST FOR PROPOSAL
General Contractor / Construction Manager

AMEND PARK RECREATION CAMPUS

Langlas
GENERAL CONTRACTORS

2685 GABEL RD BILLINGS, MT 59102
406.656.0629
CONTACT JOE CLARK

CONFIDENTIAL PRICING

LANGLAS.COM

4.4 *E. Email per requirements in RFP with your proposed mark-up on the cost of work as specified in Article 6 of AIA A133-2019, your proposed change order fee, your fee for pre-construction services, and the completed Checklist of GMP Projects (Attachment B). Write "Sealed Pricing for General Contractor/Construction Manager (GC/CM) Alternate Delivery Method Services for Amend Park Recreation Campus" on the envelope. Note that pricing is not a primary factor for selection.*

Langlas & Associates proposed pre-construction services fee is $15,000

GC/CM FEE = 2.75%

GC/CM FEE FOR CHANGES = 2.75%

Subcontractor mark-up on changes will be limited to 10% overhead and 5% profit for a total of 15%

ATTACHMENT B

PRICE MATRIX

(To be sent separately pursuant to instructions in Section 1)

GUARANTEED MAXIMUM COST FOR REIMBURSALE EXPENSES FOR GENERAL CONDITIONS

List the following Guaranteed Maximum Cost for Reimbursable (GMCR) expenses for General Conditions. All lines are to be completed by listing one of the following:

1. The dollar amount to be reimbursed.
2. "Included in Fee" if included in GC/CM Fee = IIF
3. "By Owner" if required but not included in GMP, GC/CM Fee or GMCR = BO
4. "Not Required" if the GC/CM determines that the service is not required for the project = NR
5. "Cost of the Work" if the GC/CM determines that an item will be issued in a later bid pack = COW

The total of these costs shall constitute the Guaranteed Maximum Cost for Reimbursables (GMCR).

100	Personnel/Organization	Quantity	Unit	Unit Price	GMC
1	Project Executive		IN FEE	IN FEE	IIF
2	Project Manager	10	MO	7400	$ 74,000
3	Assistant Project Manager	10	MO	7040	$ 70,400
4	Estimator		by PM	by PM	NR
5	Project Engineer I	10	MO	4200	$ 42,000
6	Project Engineer II		NOT REQUIRED	NOT REQUIRED	NR
7	Project Superintendent	10	MO	14350	$ 143,500
8	Business Manager		IN FEE	IN FEE	IIF
9	Secretary		IN FEE	IN FEE	IIF
10	Clerk		IN FEE	IN FEE	IIF
11	Other				
12	Other				
13	Other				
SUBTOTAL 100					$ 329,900

200	All Office (Home & Field) Supplies & Expenses	Quantity	Unit	Unit Price	GMC
1	Office & Eng. Supplies	10	MO	100	$ 1,000
2	Office Equipment - Rent and/or Depreciation		NOT REQUIRED	NOT REQUIRED	NR

3	Office Equipment Purchase		NOT REQUIRED	NOT REQUIRED		NR
4	Photo Copy	10	MO	20	$	200
5	Blueprints - Printing	10	MO	35	$	350
6	Photos		IN FEE	IN FEE		IIF
7	Computer Equipment		IN FEE	IN FEE		IIF
8	FAX Charges		IN FEE	IN FEE		IIF
9	Telephone Charges		IN FEE	IN FEE		IIF
10	Cell Phone Charges	10	MO	425	$	4,250
11	Radios		NOT REQUIRED	NOT REQUIRED		NR
12	Postage	10	MO	20	$	200
13	Other					
SUBTOTAL 200					$	6,000

300	**Field Office Rental**	**Quantity**	**Unit**	**Unit Price**	**GMC**	
1	Rent	10	MO	850	$	8,500
2	Transport, Set-Up and Dismantle	1	SUM	500	$	500
3	Power	10	MO	350	$	3,500
4	Water	10	MO	50	$	500
5	Maintenance/Janitorial		NOT REQUIRED	NOT REQUIRED		NR
6	Heat		In Power	In Power		NR
7	Phone/Data	10	MO	200	$	2,000
8	Toilet Facilities	10	MO	175	$	1,750
SUBTOTAL 300					$	16,750

400	**Professional Services**	**Quantity**	**Unit**	**Unit Price**	**GMC**	
1	Design/Engineering		BY OWNER	BY OWNER		BO
2	Data Processing		IN FEE	IN FEE		IIF
3	Consulting Fees & Expenses		NOT REQUIRED	NOT REQUIRED		NR
4	Legal Expenses		IN FEE	IN FEE		IIF
5	Project Scheduling		by PM / Super	by PM / Super		NR
6	Other					
7	Other					
SUBTOTAL 400					$	-

500	**Project-Specific Transportation/Travel**	**Quantity**	**Unit**	**Unit Price**	**GMC**	
1	General Automotive		In Trucks	In Trucks		NR
2	Trucks including fuel and automobile liability insurance	10	MO	3520	$	35,200
3	On-Site Transports		NOT REQUIRED	NOT REQUIRED		NR
4	Other					
5	Other					
6	Other					
7	Other					
8	Other					
SUBTOTAL 500					$	35,200

600	Miscellaneous Expenses	Quantity	Unit	Unit Price	GMC
1	Home Office Management Expenses		IN FEE	IN FEE	IIF
2	Cash Discounts Earnings		NOT REQUIRED	NOT REQUIRED	NR
3	Advertising		In Precon Fee	In Precon Fee	NR
4	Home Office Accounting		IN FEE	IN FEE	IIF
5	Association Fees		IN FEE	IN FEE	IIF
6	Performance & Payment Bond		PERCENT of $20,000,000	0.55%	$ 110,000
7	Permits		BY OWNER	BY OWNER	BO
8	Commercial General Liability, umbrella, OCP premiums attributable to this specific project		PERCENT of COW	0.75%	$ 138,750
9	As Built Documents provided to A/E	1	SUM	1200	$ 1,200
10	Close-out Information	1	SUM	1200	$ 1,200
11	O&M Manuals (3 sets)	1	SUM	1300	$ 1,300
12	Safety/First Aid	10	MO	100	$ 1,000
13	Continuous Clean-up		IN COW	IN COW	COW
14	Rubbish Removal		IN COW	IN COW	COW
15	Final Clean-up		IN COW	IN COW	COW
16	Punch List		by PM/Super	by PM/Super	NR
17	Temporary Protection		IN COW	IN COW	COW
18	Site Fencing		IN COW	IN COW	COW
19	Other				
20	Other				
SUBTOTAL 600					$ 253,450
TOTAL GUARANTEED MAXIMUM COST FOR REIMBURSABLE EXPENSES					**$ 641,300**

I/We acknowledge Clarifying Questions and Site Exhibit (12.17.24) received 1/10/2025 **addendum.**

#

Langlas & Assoc
Company Name

1/14/2025
Date

Joe Clark
Contact Name (please print)

VP Eastern District
Title



Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

City Council Regular

Date:	03/10/2025
Title:	Contract Amendment for Snow Plowing of Local Streets
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Template Contract
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the contract amendment for Snow Plowing of Local Streets with K2 Civil, Inc. in the amount of $1,075,000 which is an increase of $625,000.

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

On December 9, 2024, City Council approved a contract with K2 Civil, Inc. to plow local streets. The contract amount is not to exceed $450,000. Due to the heavy snowfall this winter, the contract amount has been expended. As of February 21, 2025, approximately $675,000 has been spent to plow the local streets four times. Staff has presented the contract amendment to include the current overage of $225,000 as well as an additional $400,000 to cover another two snow events. If the city does not experience additional snow events that trigger the activation of local street snow plowing, the additional $400,000 will not be expended.

ALTERNATIVES

City Council may:

- Approve the contract amendment as presented which will allow for two additional plow events; or,
- Approve the contract amendment for a lower amount to cover the current invoices but not provide for additional events this year. If the lower amount is approved, the City will not plow local streets in a large snow event.

FISCAL EFFECTS

The original contract is in an amount not to exceed $450,000. As of February 21, 2025, approximately $675,000 has been spent which is $225,000 above the contract amount. The amendment brings the not to exceed contract amount to $1,075,000 which is an increase of $625,000. The total contract amount would pay for the four events that have already been experienced this winter as well as two additional events that may happen this winter.

The additional funds will be paid from operating reserves and staff will present rate options to City Council during the FY26 budget discussions. The street maintenance fees would need to be increased in FY26 to restore the operating reserves or items would need to be cut from the budget. An FY25 budget amendment will be required and will be presented at a future City Council meeting for approval.

Attachments

Contract Amendment
Original Contract with K2 Civil

AMENDMENT #1 TO CONTRACT FOR SERVICES
For Snow Plowing on Local Streets

Between:

THE CITY OF BILLINGS P.O. BOX 1178 Billings, MT 59103	and	K2 CIVIL, INC. 6611 Trade Center Billings, MT 59101

This will constitute an Amendment to the Contract for Services entered into by the above parties on ___January 16, 2025_____, to provide:

Snow Plowing on Local Streets

This signed Amendment, dated _____, will serve to amend the existing

Contract as follows:

5. **PAYMENT:** CITY agrees to pay CONTRACTOR an amount not to exceed $1,075,000 in year one for the work described in the Scope of Work in Exhibit "A".

All other Sections of the original Contract remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year

first above written.

CITY OF BILLINGS, MONTANA

K2 Civil Inc. _____
CONTRACTOR (Print Name Above)

By_____
William A Cole,
Mayor

By_____

Print Name _Jeremiah McGee_____

Print Title Vice President_____

Docusign Envelope ID: 9EC81B3B-3704-40A9-8704-2962002FAB1F

CONTRACT ROUTING FORM

(Contract must be signed by the non-City party before or within routing process)

PARTY TO THE CONTRACT: K2 Civil, Inc

PURPOSE OF CONTRACT: Snow Plowing on Local Streets

PROCUREMENT COMPETED BY:

- Written quotes
- x Competitive bid
- Request for proposals
- Cooperative contract _____ (Contract #)
- Sole source justification
- Other (please describe or N/A):

_____

Requestor:

Name: Derick Miller

Dept: Public Works Dept

Phone #: 406-657-8354

- x Competition documentation attached (i.e. signed quote form, legal ad, sole source form, cooperative contract, etc.)
- x Insurance certificate(s) attached
- x Council memo attached 12/9/24 (Date of award)
- x Signed by vendor (also check if signing in DocuSign)

Docusign Envelope ID: 9EC81B3B-3704-40A9-8704-2962002FAB1F

CITY OF Billings

SNOW PLOWING ON LOCAL STREETS
SERVICES AGREEMENT

THIS AGREEMENT is made and entered into 1/16/2025, 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 **K2 CIVIL, INC.** of 6611 Trade Center Ave, Billings MT 59101hereinafter 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 **Plow snow on local streets** , more accurately 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 December 30, 2025. The parties may extend this **AGREEMENT**, by mutual concurrence, for two (2) one year terms 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** an amount not to exceed $450,000 in year one 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.

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Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** for each snow event 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

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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. INSURANCE:

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.

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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

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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:** 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.

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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**.

12. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Debi Meling and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Jeremiah McGee.

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

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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

Signed by:
William A. Cole
2CA11D5423334EE...

WILLIAM A. COLE
MAYOR

APPROVED AS TO FORM:

By Signed by:
Stacy Tenney
2AA4C149F87746E...
CITY ATTORNEY'S OFFICE

ATTEST:

Signed by:
Denise Bohlman
D503C2218DC34F0...
DENISE BOHLMAN, CITY CLERK

K2 CIVIL, INC.
BUSINESS NAME (CONTRACTOR)

Signed by:
Jeremiah McGee
C1A7EDC48FB444E...
SIGNATURE

Jeremiah McGee
PRINT NAME

VICE PRESIDENT
PRINT TITLE

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EXHIBIT A

A. Contract Requirements and Specifications

The bidders must be able to provide the following for snow plowing:

- Minimum of 6 – motor graders that are equivalent to the Caterpillar 12m3 AWD (all wheel drive) or Champion 720A with operators, equipped with snow gates.
- The City will supply "Used" snow gates to the successful bidder if requested. All maintenance, repair and upkeep will be the obligation of the successful bidder.
- Single dispatcher available throughout the duration of activated hauling schedule.
- Minimum of 1 Supervisor per shift.
- Safety officer/Supervisor to respond to property damage/complaints daily.
- Additional graders may be used at agreed upon price through mutual agreement.

The Contractor will be responsible to plow all local streets in Billings when an anticipated snow accumulation of five (5) inches or greater occur. The City of Billings has 740 lane miles of local streets. Streets will be plowed to the side, but not hauled. Billings Public Works Department will notify the successful contractor as far in advance as possible of work based on National Weather Service forecast of projected snow accumulation of five (5) inches or greater. The successful bidder will use the snow gates as much as possible to avoid plowing in cross streets, driveways and vehicles parked on the street.

The contractor will be required to staff continuous operation of required equipment/personnel 24 hours a day until completion of work. Sufficient completion of work will be determined by Street/Traffic Superintendent. The contract will be for one (1) year with the option of two (1) year extensions, by mutual agreement.

The maximum budget for the first year of the contract will be $450,000 and all invoices shall be billed at an hourly rate.

CONTRACTOR has agreed to furnish required equipment and operator to complete all plowing at the following hourly rate:

$300.00/hour/blade

Contract shall be for a maximum, not-to-exceed, $450,000 for year one. A budget for additional, renewal years shall be negotiated at a not-to-exceed amount.

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INVITATION FOR BID (IFB)

Name of Good or Service Requested:

Snow Plowing on Local Streets

Contents:

A. Summary of Invitation for Bid
B. Instructions to Bidders
C. Contract Requirements and Specifications
D. Pricing and Addendum
E. Standard Terms and Conditions
F. Intent to Respond Form
G. Questions

Attachment A – Master Q & A Form

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A. Summary of Invitation for Bid

This bid is for the purpose of entering into a contract for Snow Plowing on Local Streets for the City of Billings. The successful bidder agrees to provide the City of Billings with an acceptable quality of equipment/service, performance and workmanship as determined by the City of Billings.

It is the purpose of this bid to obtain the best quality of equipment/service at the most favorable price to the City of Billings. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods.

B. Instructions to Bidders

Sealed bids entitled **Snow Plowing on Local Streets** for the City of Billings' Public Works Department, Billings, Montana, will be received by the City Clerk up until 2:00 PM (MST) on Tuesday, November 19th, 2024.

All bids may be submitted to the Billings City Clerk, via email at bids@billingsmt.gov or via mail or delivery at 210 N. 27th Street, Billings, MT 59101 (P. O. Box 1178, Billings, MT 59103). Bids will be 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.

More specific additional information regarding this Snow Hauling may be obtained by contacting Derick Miller via telephone at 406-657-8354 or via email at millerd@billingsmt.gov.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday, November 19, 2024.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer. 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

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by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

EXAMINATION OF DOCUMENTS

Before submitting a bid, the bidder shall:

a. Carefully examine the Standards and Specifications as well as all other attached documents;

b. Fully inform themselves of the existing conditions and limitations;

c. Include with the bid sufficient information to cover all items required in the specifications.

BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are submitted to the office of the City Clerk before 2:00 PM (MST) on Tuesday, November 19, 2024.

BID MODIFICATIONS

Bids shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this Invitation for Bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected.

INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify Derick Miller at 4848 Midland Rd. Billings, MT 59101 who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become a portion and part of the contract/agreement upon award. Questions received less than ninety-six (96) hours before the bid opening cannot be answered.

WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

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BID PRICE VALID

Bidder acknowledges that no contractual relationship with the Proposer exists until execution of the resulting contract following City Administration or City Council approval. Because contract approval can be delayed due to scheduling or unforeseen circumstances, the Bidder must honor their pricing and any other terms set forth in the proposal for at least ninety (90) days after the bid due date.

CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

Any manufacturer's trade names, if used in specifications, are for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

INSURANCE

The bidder certifies that it/they shall maintain in good standing the insurance outlined below"

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.
3. 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.

In addition, all policies except Worker's Compensation shall contain a waiver of subrogation against the CITY.

The bidder shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act

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of Montana, Title 39, Chapter 71, MCA. Bidder shall maintain workers' compensation insurance coverage for all members and employees of Bidder's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

The certificate will be provided to the City prior to contract execution.

ELIGIBILITY

The successful bidder will be required to provide copies of the following, or the ability to obtain the following within 15 days of notification of contract award:

- Completed and signed the new vendor forms, if necessary (to be eligible for payment): http://mtbillings3.civicplus.com/DocumentCenter/View/26004
- City of Billings Business License: https://www.billingsmt.gov/981/Business-License-Information
- Montana Contractor's License: http://erd.dli.mt.gov/work-comp-regulations/montana-contractor/construction-contractor-registration
- Certificate of Workman's Compensation or Certificate of Exemption from Workman's Compensation: http://erd.dli.mt.gov/work-comp-regulations

EVIDENCE OF QUALIFICATION

Upon request of the City of Billings, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available or will make available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.

b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

c) Whether the bidder can perform the contract within time specified.

d) The quality of performance of previous contracts, agreements and/or performance.

e) Previous and/or existing compliance by the bidder with laws relating to the contract or services.

f) Such other information which may be secured having a bearing on the decision to award the contract.

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C. Contract Requirements and Specifications

The bidders must be able to provide the following for snow plowing:

- Minimum of 6 – motor graders that are equivalent to the Caterpillar 12m3 AWD (all wheel drive) or Champion 720A with operators, equipped with snow gates.
- The City will supply "Used" snow gates to the successful bidder if requested. All maintenance, repair and upkeep will be the obligation of the successful bidder.
- Single dispatcher available throughout the duration of activated hauling schedule.
- Minimum of 1 Supervisor per shift.
- Safety officer/Supervisor to respond to property damage/complaints daily.
- Additional graders may be used at agreed upon price through mutual agreement.

The successful bidder will be responsible to plow all local streets in Billings when an anticipated snow accumulation of five (5) inches or greater occur. The City of Billings has 740 lane miles of local streets. Streets will be plowed to the side, but not hauled. Billings Public Works Department will notify the successful contractor as far in advance as possible of work based on National Weather Service forecast of projected snow accumulation of five (5) inches or greater. The successful bidder will use the snow gates as much as possible to avoid plowing in cross streets, driveways and vehicles parked on the street.

Bidder must bid on an hourly rate for equipment and operator. The successful bidder will be required to staff continuous operation of required equipment/personnel 24 hours a day until completion of work. Sufficient completion of work will be determined by Street/Traffic Superintendent. The contract will be for one (1) year with the option of three (3) one (1) year extensions, by mutual agreement.

The maximum budget for the first year of the contract will be $450,000 and all invoices shall be billed at an hourly rate.

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D. Pricing and Addendum

Please bid net prices at which you will agree to furnish required goods or services.

Hourly rate for equipment and operator to complete all plowing:

TOTAL BID PRICE:

Year 1 $300.00/HR/BLADE /hour

Year 2 TBD /hour

Year 3 TBD /hour

Contract shall be for a maximum, not-to-exceed, $450,000 for FY 25. A budget for additional, renewal years shall be negotiated at a not-to-exceed amount.

I/We acknowledge N/A **addendum.**
#

K2 Civil, Inc.
Company Name

Montana
State of Incorporation

Jeremiah McGee
Contact Name (please print)

V.P.
Title

Signature of Contact Position

11/19/24
Date

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

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E. Standard Terms and Conditions

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Billings. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to

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the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

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.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

All materials submitted in response to this IFB become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this IFB will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each bid submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

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CITY OF Billings

F. Intent to Respond Form

Email the following Intent to Respond form to Derick Miller within four (4) days of the Bid Opening date of November 19th, 2024 even if your company chooses NOT to participate.

To: City of Billings – Public Works Department
Attn: Derick Miller
Phone: 406-657-8354
Email: millerd@billingsmt.gov

From: Jeremiah McGee — Contact Name
K2 Civil, Inc. — Company Name
6611 Trade Center Ave — Company Address
Billings, MT 59101
jeremiahm@K2civilinc.com — Email Address
406-325-6001 — Phone Number
406-325-6002 — Fax Number

Please indicate whether or not you intend to submit a bid on: Snow Plowing on local streets by checking Yes or No.

We intend to respond by the specified due date:

Yes ✓ No ____

K2 Civil, Inc. — Company Name
11/14/24 — Date
Jeremiah McGee — Contact Name (please print)
V.P. — Title
Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

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CITY OF Billings

G. Questions

Questions regarding this Invitation for Bids must be sent to the contact person listed in Section B no later than 5 business days prior to due date. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original IFB, the reply will be made in the form of an addendum to the IFB, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Section F).

Supplier must submit their questions via email using the "Master Q & A" form found below (Attachment A), and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable IFB section(s).

H. Protests

Any Bidder protest of award recommendations and/or bid specifications must be filed with the Purchasing Agent within seven (7) days of bid opening.

Upon receiving a written protest, the Purchasing Agent, with assistance from the Legal Department, determines if the protest has sufficient merit and if so, schedules an informal hearing with the protesting bidder and the user Department.

At this hearing, all parties discuss the basis of the protest and attempt to resolve the dispute based on fact. If the protesting party is not in agreement with the results of the informal hearing, they may appeal to the City Administrator.

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CITY OF Billings

ATTACHMENT A

MASTER Q & A FORM

IFB: Snow Plowing on Local Streets

Master Q&A	Any questions regarding this IFB should be submitted according to the process outlined below and in Section G. The City will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	1. Prepare questions or concerns on the template provided. 2. Complete the table in full, providing a date for each question and a section of the IFB to reference (if applicable). 3. Submit the completed form via email to millerd@billingsmt.gov. Attach associated documents as necessary. Please contact Derick Miller with any questions regarding this process.

Questions from: _____ **Company:** _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				

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K2CIVIL-01 KKUMPULA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/7/2025

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 Billings Office Marsh McLennan Agency LLC P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME: PHONE (A/C, No, Ext): (406) 238-1900 FAX (A/C, No): (406) 245-9887 E-MAIL ADDRESS:
INSURED K2 Civil Inc 6513 Trade Center Ave Billings, MT 59101	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company — 20508 INSURER B : Continental Insurance Company — 35289 INSURER C : INSURER D : INSURER E : INSURER F :

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 [X] PRO-JECT [ ] LOC OTHER:	X	X	7063744410	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG RESIDENTIAL DED	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	7063744407	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	X	X	7063744391	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,000 $ $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC763744424	1/1/2025	1/1/2026	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)
30 day NOC applies

CERTIFICATE HOLDER

City of Billings, Montana
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

Karen Carns

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Date: 12/09/2024
Title: Public Works Department FY25 Snow Plowing on Local Streets Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation:
Legal Review:
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council award the one-year contract with 2 optional one-year extensions for snow plowing on local streets to K2 Civil, Inc at the hourly rate of $300.00 per hour per blade, not to exceed $450,000 per year.

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

The City Council approved snow plowing on residential streets by a private contractor in FY18. The City of Billings has 740 lane miles of local streets and does not have the labor or equipment resources to perform the service in-house. The successful bidder will be responsible to plow all local streets in Billings when Public Works staff determines that the plowing is necessary. In general, snow plowing on local streets will be initiated when there is an anticipated snow accumulation of five (5) inches or greater. However, Public Works staff will also take long-term weather forecasts and current conditions of streets into consideration when making the determination.

The bids are for equipment and operators as follows:

- Residential snow plowing to the curb with no hauling of snow
- Minimum of six (6) motor graders that are equivalent to the Caterpillar 12m3 AWD (all wheel drive) or Champion 720A with operators
- City will supply "used" snow gates to the successful bidder if requested. All maintenance, repair and upkeep will be the obligation of the successful bidder.
- Single dispatcher available throughout the duration of activated hauling schedule.
- Minimum of 1 supervisor per shift
- Safety officer/supervisor to respond to property damage/complaints daily.
- Additional graders may be used at agreed upon price through mutual agreement.

The Snow Plowing on Local Streets invitation for bid was advertised on November 1 and 8, 2024 in the Yellowstone County News and on the city's website. Bids were received and opened on November 19, 2024, and two bids were received. K2 Civil, Inc. submitted the lowest responsible bid.

ALTERNATIVES

City Council may:

- Approve the contract to K2 Civil, Inc.; or,
- Not Approve the contract, which will result in local streets not being plowed this winter.

FISCAL EFFECTS

The City received two bids for snow plowing on local streets as shown below:

Vendor	Hourly price for Equipment and operator Year 1	Hourly price for Equipment and operator Year 2	Hourly price for Equipment and operator Year 3
K2 Civil, Inc	$300.00	N/A	N/A
Knife River	$500.00	$570.00	$620.00

Snow plowing on local streets is in the approved FY25 budget in the amount of $450,000.00 using Street Maintenance

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District 2 funds.

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PREVAILING WAGE REQUIREMENTS – MONTANA – BOOKLET ATTACHED

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (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.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, The booklet is attached and may also be found at http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates.

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MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2024

Effective: January 13, 20204

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

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

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

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the Internet at https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates or by contacting the department at (406) 444-6543.

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

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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Material and Mail Handling 16
Food Service and Cooking 17
Motor Vehicle and Construction Equipment Repair and Servicing 17
Appliance and Office Machine Repair and Servicing 18

A. Date of Publication January 13,2024

B. Definition of Nonconstruction Services Occupations

Section 18-2-401(9)(a)-(9)(l), MCA defines "nonconstruction services" as *"...work performed by an individual, not including management, office, or clerical work, for:*

(a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
(b) custodial or security services for publicly owned buildings and facilities;
(c) grounds maintenance for publicly owned property;
(d) the operation of public drinking water supply, waste collection, and waste disposal systems;
(e) law enforcement, including janitors and prison guards;
(f) fire protection;
(g) public or school transportation driving;
(h) nursing, nurse's aid services, and medical laboratory technician services;
(i) material and mail handling;
(j) food service and cooking;
(k) motor vehicle and construction equipment repair and servicing; and
(l) appliance and office machine repair and servicing."

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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 Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction 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.

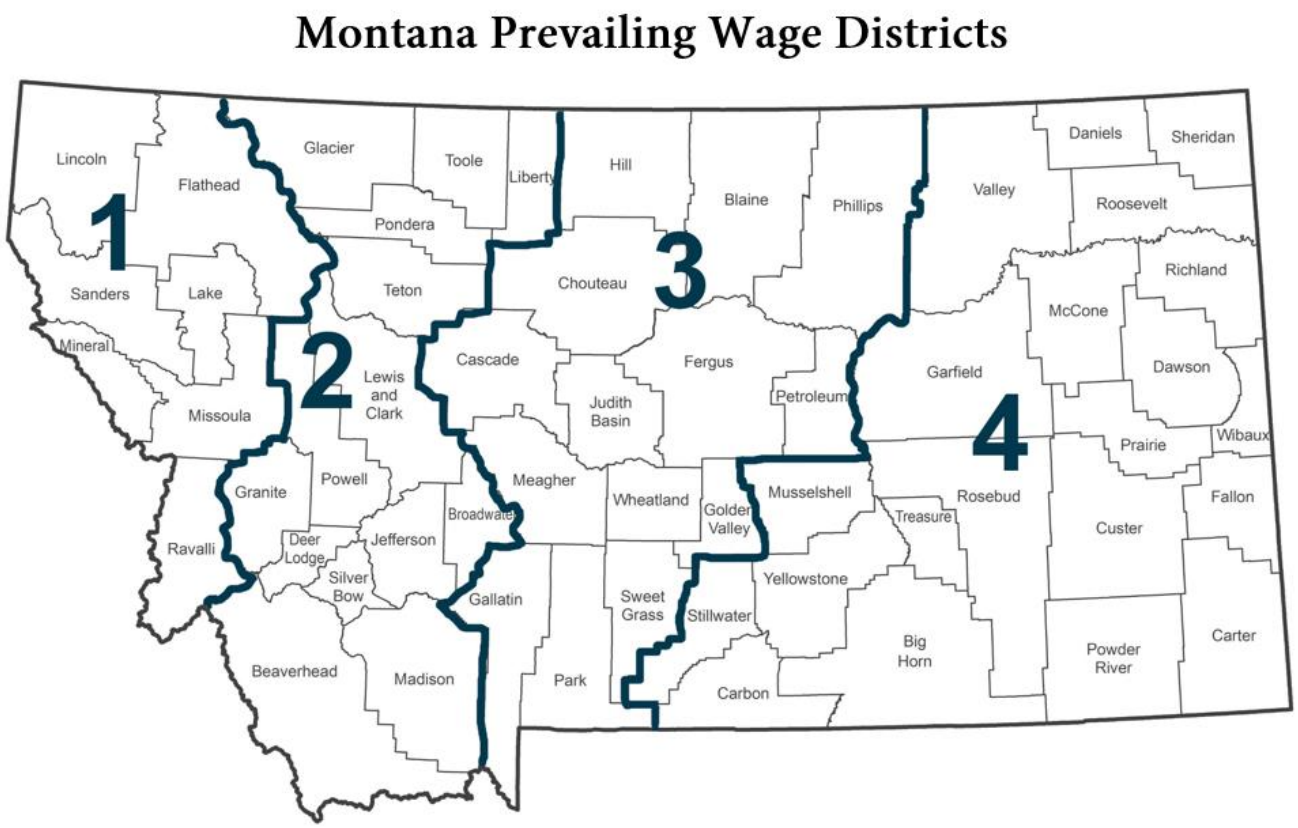
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income 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.

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H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:



I. 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."* A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 – Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;
District 2 – Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;
District 3 – Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;
District 4 – Billings, Miles City and Sidney: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), 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 I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(22), 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 I above for a list of dispatch cities.

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L. 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."*

M. 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.

N. 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."*

O. Employment Preference

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

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. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS
MAINTENANCE AND REPAIR WORKERS (GENERAL)
STATIONARY ENGINEERS AND BOILER OPERATORS

CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS
JANITORS AND CLEANERS
PARKING ENFORCEMENT WORKERS
PARKING LOT ATTENDANTS
SECURITY AND FIRE ALARM SYSTEMS REPAIRERS
SECURITY GUARDS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS
FOREST AND CONSERVATION TECHNICIANS
FOREST AND CONSERVATION WORKERS
FOREST EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
MATERIAL MOVING WORKRS (ALL OTHER)
MEDIUM TRUCK DRIVERS
PEST CONTROL WORKERS
PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)
TREE TRIMMERS AND PRUNERS

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OPERATION OF PUBLIC DRINKING WATER SUPPLY,
WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR TRAILER TRUCK DRIVERS
LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS
RECYCLING AND RECLAMATION WORKERS
REFUSE AND RECYCLABLE MATERIALS COLLECTORS
SEPTIC TANK SERVICERS AND SEWER PIPE CLEANERS
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS
POLICE, FIRE, AND DISPATCHERS
PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS
FOREST FIREFIGHTERS

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)
BUS DRIVERS (TRANSIST AND INTERCITY)
LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS
CLINICAL LABORATORY TECHNOLOGISTS AND TECHNICIANS
EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS
HOME HEALTH AIDES AND PERSONAL CARE AIDES
LICENSED PRACTICAL NURSES
MEDICAL ASSISTANTS
NURSE PRACTITIONERS
NURSING ASSISTANTS
ORDERLIES
PHYSICIANS ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE AND COOKING

COOKS (INSTITUTION AND CAFETERIA)
FOOD PREPARATION AND SERVING RELATED WORKERS

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MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS
BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS
COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS
COMPUTER USER SUPPORT SPECIALISTS

Docusign Envelope ID: 9EC81B3B-3704-40A9-8704-2962002FAB1F

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS

	Wage	Benefit
District 1	$62.25	$45.24
District 2	$62.25	$45.24
District 3	$62.25	$45.24
District 4	$62.25	$45.24

Travel:
All Districts
0-15 mi. free zone
>15-25 mi. $49.73/day
>25-35 mi. $99.45/day
>35 mi. $112.90/day

Special Provision:
.93/mile when added to amounts above if using employee vehicle.

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MAINTENANCE AND REPAIR WORKERS (GENERAL)

	Wage	Benefit
District 1	$22.20	$7.57
District 2	$19.55	$8.49
District 3	$22.03	$8.94
District 4	$21.20	$8.88

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STATIONARY ENGINEERS AND BOILER OPERATORS

	Wage	Benefit
District 1	$21.64	$8.33
District 2	$20.53	$7.75
District 3	$20.53	$7.75
District 4	$21.64	$8.33

↑ Back to Table of Contents

CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS

	Wage	Benefit
District 1	$17.82	$5.76
District 2	$23.02	$6.30
District 3	$17.41	$7.00
District 4	$15.36	$3.52

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Docusign Envelope ID: 9EC81B3B-3704-40A9-8704-2962002FAB1F

JANITORS AND CLEANERS

	Wage	Benefit
District 1	$17.99	$8.51
District 2	$17.93	$8.06
District 3	$18.89	$6.33
District 4	$16.76	$7.20

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PARKING ENFORCEMENT WORKERS

No Rate Established

↑ Back to Table of Contents

PARKING LOT ATTENDANTS

No Rate Established

↑ Back to Table of Contents

SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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SECURITY GUARDS

	Wage	Benefit
District 1	$22.11	$2.78
District 2	$17.13	$0.38
District 3	$18.25	$0.38
District 4	$15.00	$4.19

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GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS

No Rate Established

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FOREST AND CONSERVATION TECHNICIANS

No Rate Established

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FOREST AND CONSERVATION WORKERS

	Wage	Benefit
District 1	$28.05	$1.82
District 2	$28.05	$1.82
District 3	$28.05	$1.82
District 4	$28.05	$1.82

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FOREST EQUIPMENT OPERATORS

No Rate Established

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LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	$17.73	$5.62
District 2	$19.96	$5.63
District 3	$20.54	$6.27
District 4	$20.45	$9.72

Duties Include:
Shovel snow from walks, driveways, or parking lots and spread salt in those areas. Grounds maintenance of cemeteries.

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MATERIAL MOVING WORKERS (ALL OTHER)

	Wage	Benefit
District 1	$25.82	$11.87
District 2	$26.71	$ 6.20
District 3	$24.39	$10.41
District 4	$23.91	$15.42

Occupations Include:
Bulldozer Operator, Freight Elevator Operator, Shovel Operator

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MEDIUM TRUCK DRIVERS

	Wage	Benefit
District 1	$26.75	$ 6.20
District 2	$26.24	$ 6.20
District 3	$22.04	$13.39
District 4	$22.04	$13.39

↑ Back to Table of Contents

PEST CONTROL WORKERS

No Rate Established

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PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)

	Wage	Benefit
District 1	$28.05	$1.82
District 2	$23.65	$5.45
District 3	$20.78	$4.45
District 4	$25.36	$4.55

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TREE TRIMMERS AND PRUNERS

	Wage	Benefit
District 1	$30.09	$10.48
District 2	$26.03	$ 8.83
District 3	$27.07	$ 8.83
District 4	$30.09	$10.48

Travel

Districts 2 and 3
No Rate Established

Districts 1 and 4
0-25 mi. - free zone
>25-50 mi. - $20.00/day
>50 mi. - $70.00/day

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OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	Wage	Benefit
District 1	$26.52	$12.47
District 2	$25.61	$12.81
District 3	$25.62	$12.51
District 4	$27.71	$12.49

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Docusign Envelope ID: 9EC81B3B-3704-40A9-8704-2962002FAB1F

LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	$24.02	$11.13
District 2	$21.17	$ 9.51
District 3	$21.62	$ 9.35
District 4	$22.05	$ 8.83

↑ Back to Table of Contents

RECYCLING AND RECLAMATION WORKERS

No Rate Established

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REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	Wage	Benefit
District 1	$20.72	$ 8.99
District 2	$20.72	$ 8.99
District 3	$23.44	$10.96
District 4	$24.13	$11.47

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SEPTIC TANK SERVICERS AND SEWER PIPE CLEANERS

No Rate Established

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WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	Wage	Benefit
District 1	$23.43	$ 9.60
District 2	$22.71	$ 9.00
District 3	$27.87	$11.35
District 4	$26.61	$ 9.94

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LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	$24.03	$10.56
District 2	$20.84	$10.13
District 3	$22.77	$10.00
District 4	$20.97	$14.09

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POLICE, FIRE, AND AMBULANCE DISPATCHERS

	Wage	Benefit
District 1	$23.93	$..9.91
District 2	$30.22	$..5.53
District 3	$20.89	$..7.26
District 4	$24.48	$10.67

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PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

	Wage	Benefit
District 1	$22.75	$10.92
District 2	$21.81	$10.47
District 3	$21.63	$10.46
District 4	$21.75	$10.48

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FIRE PROTECTION

FIRE EXTINQUISHER REPAIRERS

No Rate Established

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FOREST FIREFIGHTERS

No Rate Established

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PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)

	Wage	Benefit
District 1	$22.66	$5.66
District 2	$19.15	$3.80
District 3	$21.58	$5.65
District 4	$20.56	$5.90

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BUS DRIVERS (TRANSIT AND INTERCITY)

	Wage	Benefit
District 1	$22.42	$11.64
District 2	$21.30	$10.19
District 3	$20.00	$ 6.86
District 4	$20.58	$ 8.99

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LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

	Wage	Benefit
District 1	$14.92	$5.51
District 2	$16.54	$5.34
District 3	$20.00	$6.25
District 4	$17.09	$6.44

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NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS

No Rate Established

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CLINICAL LABORATORY TECHNOLOGISTS AND TECHNICIANS

	Wage	Benefit
District 1	$39.60	$9.31
District 2	$39.34	$8.14
District 3	$37.15	$7.00
District 4	$34.70	$9.24

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EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS

	Wage	Benefit
District 1	$20.95	$3.71
District 2	$20.75	$4.88
District 3	$20.20	$7.00
District 4	$18.60	$3.16

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HOME HEALTH AIDES AND PERSONAL CARE AIDES

	Wage	Benefit
District 1	$12.62	$4.10
District 2	$13.19	$7.13
District 3	$12.81	$4.99
District 4	$12.09	$7.59

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LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	$25.92	$4.10
District 2	$25.51	$7.13
District 3	$25.66	$4.99
District 4	$29.56	$7.59

MEDICAL ASSISTANTS

	Wage	Benefit
District 1	$21.83	$5.62
District 2	$18.14	$5.70
District 3	$18.89	$5.61
District 4	$20.15	$7.15

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NURSE PRACTIONERS

	Wage	Benefit
District 1	$58.83	$10.59
District 2	$60.57	$10.23
District 3	$52.13	$ 5.90
District 4	$64.80	$17.01

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NURSING ASSISTANTS

	Wage	Benefit
District 1	$17.78	$3.34
District 2	$16.64	$4.03
District 3	$17.69	$4.03
District 4	$19.44	$5.25

Occupations Include:
Certified Nursing Assistants, Hospital Aides, Infirmary Attendants

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ORDERLIES

No Rate Established

PHYSICIANS ASSISTANTS

	Wage	Benefit
District 1	$59.52	$11.32
District 2	$58.80	$10.66
District 3	$57.72	$ 9.84
District 4	$67.28	$13.71

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REGISTERED NURSES

	Wage	Benefit
District 1	$36.77	$ 6.95
District 2	$33.30	$10.51
District 3	$36.77	$..7.00
District 4	$38.30	$ 8.88

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MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage	Benefit
District 1	$17.81	$5.57
District 2	$18.94	$8.40
District 3	$19.07	$9.86
District 4	$19.14	$8.84

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FOOD SERVICE AND COOKING

COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	$18.25	$4.03
District 2	$17.30	$7.78
District 3	$17.89	$5.10
District 4	$16.34	$5.89

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FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	$14.34	$4.03
District 2	$14.70	$4.82
District 3	$13.91	$4.40
District 4	$15.56	$4.17

Occupations Include:
Dietary Aides, Counter Attendants, and Dining Room Attendants.

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MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS

	Wage	Benefit
District 1	$27.28	$4.15
District 2	$25.04	$5.51
District 3	$29.62	$5.94
District 4	$29.60	$6.70

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BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS

	Wage	Benefit
District 1	$29.97	$13.21
District 2	$29.42	$11.49
District 3	$28.17	$10.85
District 4	$28.01	$12.29

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Docusign Envelope ID: 9EC81B3B-3704-40A9-8704-2962002FAB1F

CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	$28.59	$6.49
District 2	$28.47	$6.20
District 3	$26.17	$9.90
District 4	$27.03	$8.23

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APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS

No Rate Established

COMPUTER USER SUPPORT SPECIALISTS

	Wage	Benefit
District 1	$27.24	$9.10
District 2	$26.98	$9.11
District 3	$24.18	$7.94
District 4	$23.02	$5.87

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COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS

No Rate Established

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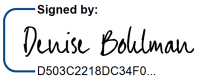
Certificate Of Completion

Envelope Id: 9EC81B3B-3704-40A9-8704-2962002FAB1F
Status: Completed
Subject: Contract for signatures: Snow Plowing on Local Streets
Source Envelope:
Document Pages: 43
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 0
Shelly Hensley
AutoNav: Enabled
hensleys@billingsmt.gov
EnvelopeId Stamping: Enabled
IP Address: 161.7.21.236
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
1/8/2025 8:49:51 AM
Holder: Shelly Hensley
hensleys@billingsmt.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Liz Kampa kampal@billingsmt.gov Purchasing Agent Avery Dennison Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 161.7.21.23	Sent: 1/8/2025 9:08:27 AM Viewed: 1/10/2025 10:07:30 AM Signed: 1/13/2025 7:51:49 AM
Jeremiah McGee jeremiahm@k2civilinc.com VP Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/13/2025 1:43:11 PM ID: 59ae91ed-9e20-4e60-a67e-0461cebc7de1	Signed by: Jeremiah McGee C1A7EDC48FB444E... Signature Adoption: Pre-selected Style Using IP Address: 64.124.81.12	Sent: 1/13/2025 7:51:52 AM Resent: 1/16/2025 7:06:18 AM Viewed: 1/16/2025 1:40:45 PM Signed: 1/16/2025 1:41:05 PM
Stacy Tenney TenneyS@billingsmt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/16/2025 1:52:57 PM ID: f2ead8e3-be47-4c9d-a480-7c36afe0daad	Signed by: Stacy Tenney 2AA4C143F07746E... Signature Adoption: Pre-selected Style Using IP Address: 47.5.78.78	Sent: 1/16/2025 1:50:32 PM Viewed: 1/16/2025 1:52:57 PM Signed: 1/16/2025 1:53:26 PM
William A. Cole coleb@billingsmt.gov MAYOR Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/3/2020 8:46:12 AM ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a	Signed by: William A. Cole 2CA11D5423334EE... Signature Adoption: Pre-selected Style Using IP Address: 72.175.160.94	Sent: 1/16/2025 1:53:28 PM Viewed: 1/16/2025 1:59:09 PM Signed: 1/16/2025 1:59:20 PM

Signer Events	Signature	Timestamp
Denise Bohlman bohlmand@billingsmt.gov City Clerk City of Billings Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Signed by:  D503C2218DC34F0... Signature Adoption: Pre-selected Style Using IP Address: 161.7.21.146	Sent: 1/17/2025 7:32:16 AM Viewed: 1/17/2025 8:50:56 AM Signed: 1/17/2025 8:54:56 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Liz Kampa kampal@billingsmt.gov Purchasing Agent Avery Dennison Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 161.7.21.23	Sent: 1/16/2025 1:59:22 PM Viewed: 1/17/2025 7:32:15 AM

Carbon Copy Events	Status	Timestamp
Todd Corne cornet@billingsmt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/16/2025 1:50:33 PM
Shelly Hensley hensleys@billingsmt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/17/2025 8:54:59 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/8/2025 9:08:27 AM
Envelope Updated	Security Checked	1/8/2025 9:45:15 AM
Envelope Updated	Security Checked	1/13/2025 6:59:52 AM
Certified Delivered	Security Checked	1/17/2025 8:50:56 AM
Signing Complete	Security Checked	1/17/2025 8:54:56 AM
Completed	Security Checked	1/17/2025 8:54:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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City Council Regular

Date:	03/10/2025
Title:	Lease Agreement Addendum with Yellowstone County for Space in the City Hall Building
Presented by:	Kevin Iffland, Assistant City Administrator
Department:	City Hall Administration
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the addendum to the lease agreement with Yellowstone County for space in the New City Hall Building, extending the lease on a month-to-month basis for up to 12 months with a 3% increase in the lease rate, effective May 23, 2025.

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

Yellowstone County has leased approximately 17,395 square feet of office space on the third floor of the Stillwater Building (New City Hall) since May 23, 2018, under an agreement originally signed with WC Commercial, LLC. The lease was later assigned to the City of Billings when the City acquired the Stillwater Building on October 15, 2021.

The original lease was for a seven-year term, expiring on May 22, 2025, with an option for the County to extend for an additional three years under the same terms. On November 19, 2024, the County formally declined the extension option but requested a short-term lease extension to accommodate its ongoing space needs while it completes renovations to the County Administration Building.

Under the proposed lease addendum, Yellowstone County will continue to occupy the space on a month-to-month basis for up to 12 months, ending no later than May 22, 2026. The County has agreed to provide the City with at least 90 days' notice before vacating the premises. In consideration of this extension, the County will pay an additional 3% to the monthly lease rate as of May 23, 2025.

STAKEHOLDERS

City of Billings: Owner of the New City Hall Building and lessor of the leased space.
Yellowstone County: Lessee of the space, responsible for lease payments and space usage.
Billings City Council: Decision-making body responsible for approving the lease extension.
County Administration: Overseeing Yellowstone County's facility needs and transition planning.
City Facilities Management: Responsible for maintaining and managing the leased property.
Legal Counsel: Reviewing terms and compliance with contractual obligations.
Public and Taxpayers: Indirect stakeholders impacted by financial and space management decisions.

ALTERNATIVES

City Council may:
Approve the lease addendum as presented, allowing the County to remain in the space for up to one year on a month-to-month basis.

Deny the lease addendum, requiring the County to vacate the space at the end of the current lease term on May 22, 2025.

Propose modifications to the terms of the lease extension before approval.

FISCAL EFFECTS

As of January 2025, Yellowstone County has been paying $35,501.85 per month, inclusive of common area maintenance (CAM) charges. Under the proposed lease addendum, this amount will increase by 3% on May 23, 2025, bringing the new monthly payment to approximately $36,566.91. Over the course of a full 12-month extension, this would generate an additional $12,780 in lease revenue for the City.

The City will remain responsible for building operations and common area maintenance as outlined in the original lease terms.

Attachments

Proposed Lease Amendment
Assumed Lease

Yellowstone County

COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
bocc@yellowstonecountymt.gov

January 28, 2025

City of Billings
Attn: Mr. Chris Kukulski, City Administrator
210 North 27th Street
Billings, MT 59101

Dear Mr. Kukulski:

Enclosed with this letter you will find an Addendum to Lease Agreement for the space we currently rent from the City at the Stillwater Building. It has been executed by the Board of County Commissioners. Along with this addendum, we are enclosing a copy of the correspondence forwarded to you on November 19, 2024 in which we formally declined our three-year option to extend the lease and referenced our desire to come to a short-term lease arrangement with the City.

The attached addendum follows the terms that our OMB Director suggested to you at a breakfast meeting late last year.

There is likely uncertainty over the next five years as to your needs at Stillwater, our court related space needs, and what requirements or decisions made at the state level might have on your operations and ours. Further, we don't believe it is in your or our best interests to consider any long-term arrangement for space until we get closer to the time that the City moves beyond some limitations currently attached to the Stillwater Building.

Our goal is to keep this extension simple and straightforward. As consideration, the City will be given an "early" 3% increase in your lease rate to us that has occurred every January that we have occupied third floor space.

We trust that you will find this addendum acceptable and will forward it to the Billings City Council for final approval.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

John Ostlund, Member

ADDENDUM TO LEASE AGREEMENT

The Agreement dated January 23, 2018, between WC COMMERCIAL, LLC (WC), lessor, and YELLOWSTONE COUNTY (COUNTY) a political subdivision of the State of Montana, lessee, is amended by agreement of the parties by this Addendum. The City of Billings (City) subsequently purchased the building. As part of that transaction, WC assigned its lease rights to the City. There is no other agreement between the parties outside of the original Agreement and this Addendum with regards to the building.

References in this Agreement to the Contract are to the Contract as previously amended or varied.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to keep, perform, and fulfill the promises, conditions, and agreements below:

1. The Contract is amended as follows:

    a. The County declines the 3-year option, as communicated in writing to the City by the Board of County Commissioners on November 19, 2024.

    b. The City shall allow the County, at the County's sole discretion to continue to lease the premises on a month-to-month basis, beginning May 23, 2025 for a term of up to 12 months to May 22, 2026.

    c. The County will give the City a 90-day notice of intent to vacate and terminate, should it determine that it will not exercise the full term of this extension.

    d. In exchange, the County will pay an additional 3% to the monthly rate at the end of the 7-year lease term, ending on May 22, 2025, as compensation to the City.

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this 21 day of January, 2025.

YELLOWSTONE COUNTY BY AND THROUGH
ITS BOARD OF COUNTY COMMISSIONERS

Mark Morse, Chairperson

Michael J. Waters, Member

John Ostlund, Member

Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

CITY OF BILLINGS

Authorized Agent of City of Billings

Yellowstone County

COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
bocc@yellowstonecountymt.gov

November 19, 2024

City of Billings
Attn: Mr. Chris Kukulski, City Administrator
210 North 27th Street
Billings, MT 59101

Dear Mr. Kukulski:

Please be advised that Yellowstone County will not be exercising the three-year renewal option on its space at the Stillwater Building in May of 2025. Our 2018 lease with WC Commercial, assumed by the City upon its purchase of the building on October 15, 2021 requests notification of intent at least 180 days prior to the expiration of said lease on May 22, 2025.

While the language in the lease only applies to the County exercising the option, the Board of County Commissioners seeks to state our decision not to exercise the option for clarity of intent. Further, the County desires to negotiate a short-term extension of the lease to accommodate our need for the leased space until our remodeled County Administration Building, located at 2825 3rd Avenue North, is ready for occupancy at or near the end of 2025.

It is our opinion that by the end of a short-term extension, the County will have more certainty as to our longer-term space needs, the costs of our remodel of the County Administration Building, the remodel of the Courthouse to allow for court related growth well into the future, along with being able to fully assess how 2025 legislative changes may impact our finances into the future.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

Cc: Mr. Kevin Iffland, Assistant City Administrator
Ms. Jessica Iverson, City Facilities Manager
Mr. John Caterino, City Facilities Superintendent

LEASE FOR A PORTION OF THE THIRD FLOOR OF THE STILLWATER BUILDING

Parties
The parties to this lease agreement are WC Commercial, LLC (WC), lessor, and Yellowstone County (County), a political subdivision of the State of Montana, lessee.

Leased Property
The property to be leased is described as 17,395 contiguous square feet on the south side of the 3rd floor of the Stillwater Building (the building), located at 316 North 26th Street in Billings, Montana.

The leased property is currently a "shell space" and it is the intent of the parties that as part of the lease cost, WC will, at its sole expense, improve the leased portion of the property to provide for a "build to suit" layout. The office space will be of at least comparable quality now found in the Yellowstone County Courthouse and WC agrees to build the leased space as agreed upon by the County. The design of the office space shall conform to the diagram attached as Exhibit "B."

All building permits and permits of any kind that may be required to build the space to specifications by WC shall be the sole responsibility of WC.

WC further agrees that the office space shall be completed no later than May 23, 2018.

County Counter Space
The parties mutually acknowledge that that the County will supply its own furniture but that WC may utilize any current counters to comply with the requirements of the County. Removal of any current counters shall be conducted after WC first obtains approval from the County of such removal. WC acknowledges and agrees that all counter space will be installed no later than May 16, 2018, affording the County the opportunity to wire the counter space for County use.

Additional Considerations
The parties acknowledge and agree that County Commissioner pedestal space and sliding accordion doors in the Commission Chambers is part of the consideration being paid by the County and no additional charge shall be submitted by WC for these items.

Use of the Property
The property shall be used by the County for governmental and related functions.

Term and Option to Renew
This lease shall begin on May 23, 2018 and shall run for a period of seven (7) years. At the end of the 7th year, the County shall have the option to renew the lease for another three (3) years on the same terms as otherwise contained in this lease. The County can exercise this option with at least one hundred eighty (180) days written notice prior to the expiration of the lease term. Liquidated damages notwithstanding, the lease shall not begin until the leased space is reasonably ready for occupancy.

Rent

The parties agree that the rental price of the leased space shall be $15 per square foot per year and. Such rent shall annually be adjusted 3 % each year on January 1 of each year. The parties further acknowledge and agree that the County is leasing space in addition to its Request for Proposal, specifically an additional department and that this addition increases WC's costs in providing leased space. The parties agree that the County will pay WC an additional $75,000 at the time of substantial completion, representing compensation for these increased costs.

Rent shall be paid monthly. WC shall bill the County on January 1 of each year and show the monthly charges for the year on the invoice.

CAM's

The CAM shall initially be $6.02 per square foot as shown in the attached Exhibit "A." All of the CAM's, with the exception of the costs associated with "Major Maintenance" will be adjusted as to actual costs on January 1 of each year during the term of this lease. The costs associated with "Major Maintenance" shall be adjusted annually as to actual projected costs, but in no event shall the "Major Maintenance" portion of the CAM be increased more than 3% in any given year.

The CAM's provided shall exclude janitorial services of the leased property. The County shall provide its own janitorial services for the leased space. All common area janitorial services, as well as maintenance and repair, taxes and utilities, shall be the responsibility of WC and are part of the CAM.

The square footage used to calculate the rent and CAM shall be measured from the exterior windows to the center of the internal walls dividing the lease space from other tenants or common areas in accordance with the attached drawing.

Option to Expand

Should the County desire to lease additional space, so long as that space is available, it may lease additional space for the rent price otherwise provided for in this lease.

Time is of the Essence—Liquidated Damages

The parties agree that time is of the essence in all provisions contained in this Agreement. Specifically, WC acknowledges that two new District Court judges will be moving into space vacated by multiple County departments on January 2, 2019. That space must be renovated before the judges can move into the Courthouse. In order that the judges' space be ready in time, the County will need to begin renovation of the vacated space no later than May 23, 2018.

Should the space provided for in this agreement not be ready by May 23, 2018, the parties agree that the delay will result in a great increase in Contractors' costs to the County for its renovation of Courthouse space to meet its January 2, 2019 deadline. Therefore, WC agrees that should its lease space not be completed for occupancy by May 23, 2018, that WC shall pay to the County, as liquidated damages and not as a penalty, the sum of $2500 per day for each and every day that the leased space is not reasonably ready for occupancy.

WC agrees that the County may begin moving into the leased space one week prior to the commencement of this lease without further consideration from the County. Should the space become available prior to the agreed to date, the parties may agree to an earlier date, subject to a mutually agreed to price. However, the parties agree to abide by the terms listed in the section of this lease denoted as "Information Technology and Telephone Lines."

Information Technology and Telephone Lines

The parties acknowledge and agree that the County, at its sole expense, will install fiber optics and telephone lines and any other communication delivery systems into the building for County's exclusive use. WC agrees to provide space in the building in space other than leasable space or common area space for the running of these communication delivery systems at no charge to the County.

Recognizing that time is of the essence in moving County departments from the Courthouse to the leased space, and that installation of fiber optic, telephone and other communication delivery systems is an integral component of the timeframe involved, WC agrees to reasonably make available to the County, at no cost to the County, various locations within the building for the installation of such systems excluding leasable or common area space. County agrees such installation will not unreasonably interfere with any other operation or construction being performed by WC and that the placement of the lines will be subject to WC approval. County further warrants that any maintenance or repair of such lines will be the sole responsibility of the County.

Upon termination of this lease, unless the County purchases a fee interest in the building, the communication delivery systems within the building shall remain or be removed by the County upon request of WC, becoming property of WC. The County will terminate the connection into its communication system and WC shall have no property interest in the lines outside the building.

Server Room

As part of the leased space, the parties recognize the need for a server room to house County's hardware. The server room has to be designed as to strict climate control and air quality control standards. Any costs associated with construction and maintenance of the server room shall be the responsibility of the County. Provided, WC represents that the building air conditioning system has a redundancy which will help mitigate impacts of HVAC failure.

Peaceful Possession

The parties recognize that a major portion of the building will be unoccupied at the time the County moves into the leased space. The parties further recognize that the public will be the major user of the space and such things as public hearings and important public meetings will be held in the County's leased space. WC agrees to make reasonable attempts to mitigate interference. County understands that there may be inconvenience while construction is performed during normal business hours.

Maintenance

Unless otherwise provided for in this lease, the parties agree that all maintenance of the entire building, including the leased space, is included in the CAM and shall not be billed separately to the County. Any repairs to the property as a result of normal wear and tear shall be the responsibility of WC, but will be included in the CAM charges. Any damage to lease property that exceeds normal wear and tear, unless caused by WC or its agents or assigns, shall be the responsibility of the County.

The premises, including common areas open to the public, shall be thoroughly cleaned prior to the time that the County is allowed to move onto the leased space. County understands, however, that the building is under major renovation.

WC agrees to keep the building in first class operating condition during the term of this lease.

Janitorial Services and Grounds Maintenance

WC agrees to provide janitorial services five (5) days per week during non-business hours. This shall be included in the CAM. The County will provide its own janitorial services for its leased space.

Maintenance of the outside of the building and of the surrounding grounds shall be the sole responsibility of WC and is included in the CAM. The grounds shall be kept free of graffiti and trash at all times.

Building Security

Security cameras will be installed throughout the building in the common areas and the operating costs will be included in the CAM. It is agreed that because County fiber optics are being installed by the County, it anticipates using its own card entry system.

Utilities

The parties agree that all utility costs, excluding communication and data, are part of the CAM's and shall not be billed to the County.

Access to the Leased Property

The parties agree that the south entrance (3rd Avenue Side) to the building will afford controlled access for County personnel and that the County will provided secured access on its 3rd floor entrance. day or night. The east entrance (North 26th Street) will be a public entrance and will be accessible during normal business hours.

The County will provide key access into the building for its leased internal office space.

Liability and Casualty Insurance

The responsibility to insure the property and operations located on the leased premises shall be the County's responsibility. All other insurance for the building and its common areas shall be the sole responsibility of WC and is included in the CAM.

Official Notices

Any notices required pursuant to this lease shall be sent to the following:

1) County:
   Yellowstone County Board of Commissioners
   Box 35025
   Billings, MT 59107

2) WC:
   WC Commercial, LLC
   316 North 26th Street
   Billings, MT 59101
   Attn: Joseph W. Holden

Applicable Law

The parties agree that the terms of this lease do not fall within the provisions of the Montana Landlord and Tenant Act. The parties agree that this is a commercial lease and not a residential lease.

Compliance with the Law

WC agrees it will operate and design the building, both as to leased space and common areas, to comply with all state, federal and local laws, including but not limited to, zoning laws governing use and governing building permits and the Americans with Disabilities Act as amended.

Subleasing

Subleasing is allowed with the consent of WC in writing. Consent may not be unreasonably withheld. WC will allow subleasing of the lease space only for similar use. Should the sublease not cover the entire rent due and owing by the County at the time of the sublease, the County shall be responsible for the difference in rent owed by the County and paid by the subleasing party.

Modifications to Leased Space

The County may not make major modifications to the leased space except with the written consent of WC. Such consent may not be unreasonably withheld. Should the County make any permanent additions to the leased space or add any fixtures to the leased space, such additions or fixtures shall be removed by the County at the request of WC or become WC's property upon termination of the lease. Any cost of major modifications after the initial build-out will be the responsibility of the County unless otherwise agreed to by the parties.

Waiver

Should either party decline to enforce any of its rights afforded to it pursuant to this lease, such will not constitute a permanent waiver of such rights without the written consent of the other party.

Severability

Should any of the provisions of this lease be found to be unenforceable for any reason, it shall be stricken and the remaining provisions of the lease shall remain binding and in effect.

Entire Agreement
This lease agreement shall constitute the entire agreement between the parties, and any prior discussion, oral agreement or representation of any type shall not be binding on the parties. The parties specifically agree that this Agreement shall replace and rescind the Agreement signed by the parties on November 21, 2017.

Modification
Should the parties mutually agree to modify any provision of this lease, they may do so only with the express written consent of both parties.

Condominium
County understands and agrees that WC may convert the leased space to a Condominium. County agrees to execute any consent that may be required for such conversion, provided that such conversion shall not affect the terms of this lease.

Attorney's Fees
In the event of a breach of the terms of this lease, the party enforcing the lease terms shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

YELLOWSTONE COUNTY BY AND THROUGH
ITS BOARD OF COUNTY COMMISSIONERS

DATED this 23rd day of January, 2018.

John Ostlund, Chairman

Denis Pitman, Member

Robyn Driscoll, Member

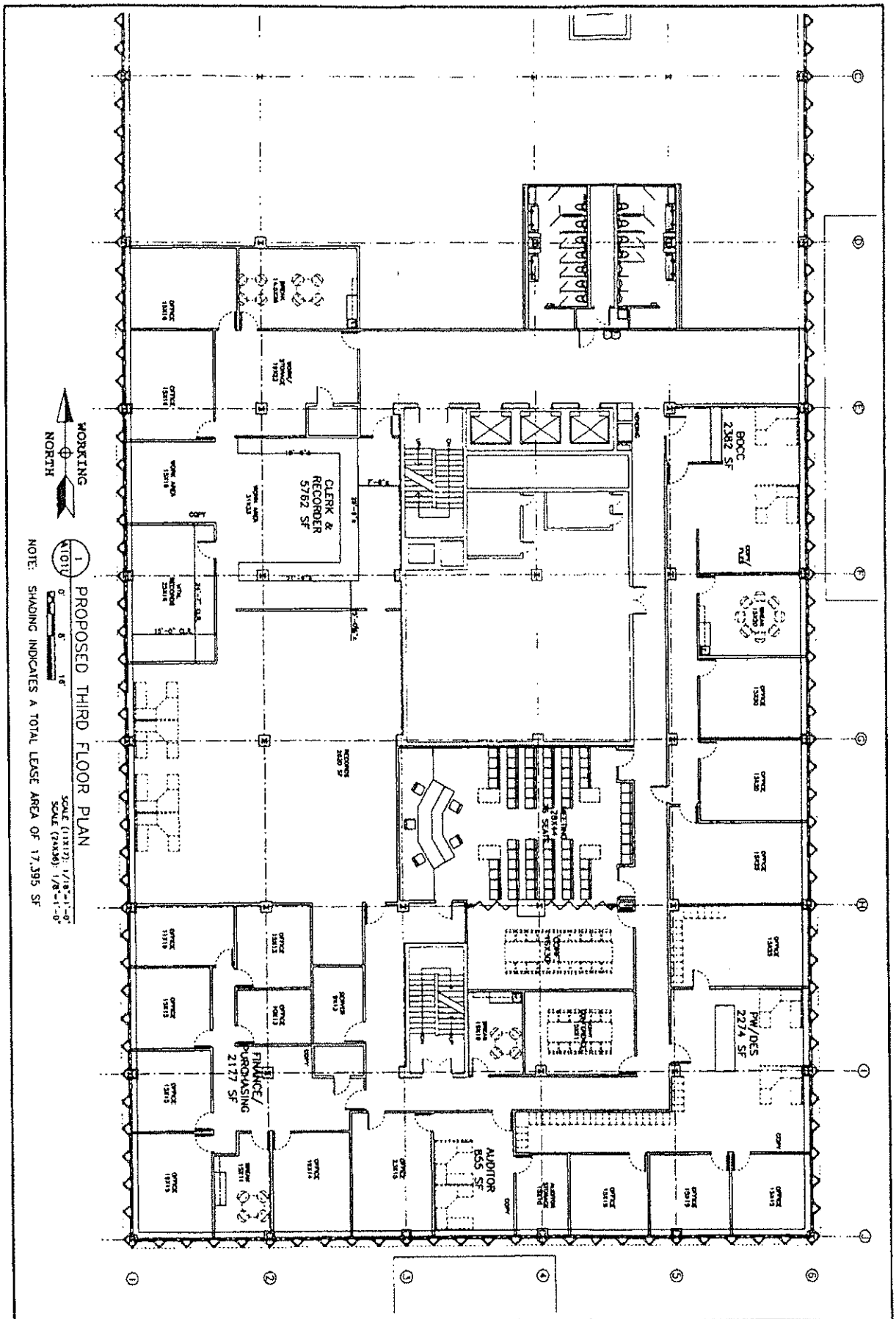
Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

WC COMMERCIAL, LLC

DATED this 23rd day of January, 2018

By: _____
Authorized Agent of WC Commercial, LLC



1 A101L PROPOSED THIRD FLOOR PLAN

SCALE (11X17): 1/16"=1'-0"
SCALE (24X36): 1/8"=1'-0"

NOTE: SHADING INDICATES A TOTAL LEASE AREA OF 17,395 SF

Drawn By: RLB Checked By: RLB Date: XX-XX-2017 Project #: [illegible] Cadd file:		EEC ENGINEERS · ARCHITECTS · SURVEYORS · PLANNERS	EGGART ENGINEERING COMPANY 720 LOHWEST LANE BILLINGS, MT 59106 OFFICE: 406-839-9151 FAX: 406-839-9150 www.eecmt.com	STILLWATER BUILDING 3rd FLOOR IMPROVEMENTS YELLOWSTONE COUNTY 316 NORTH 26th STREET BILLINGS, MT 59101	PRELIM SHEET#: A101L

EXHIBIT "A"

CAM charges Stillwater building:

Taxes. Based on DOR estimate with building lease at $15/psf =$302,000 divided by 129,600 leasable sq. ft. = **$2.33 psf.**

Insurance. Quotes from Payne West with a value of $33,00,000 is $27,000 to $33,000 / 129,600 leasable sq. ft. = **$0.23 psf.**

Utilities.

Electrical $65,754 estimated / 129,600 = $0.50 psf.
Natural Gas $23,000 estimated/ 129,600 = $0.17 psf.
Water/Sewer $4,800 estimated/ 129,600 = $0.04 psf.
TOTAL $0.71 psf.

Normal Maintenance (labor and materials).

Mechanical systems to include boilers, chillers, fans, and store front doors. $45,000 / 129,600=$ 0.34 psf.

Elevators-materials/labor/inspections. $21,600/129,600 = $0.16 psf.
Store Front Doors/glass breakage and maintenance. $22,000/129,600 = $0.17 psf.
Security system maintenance and alarm system maintenance. $63,500/129,600 = $0.49 psf.
TOTAL $1.16 psf.

Major Maintenance (labor and materials).

Roofing every ten years $180,000/10/129,600 = $0.14 psf.
Elevators $70,000 every ten years/10/129,600 = $0.05 psf.
Mechanical Systems $60,000 every ten years /10/129,600 = $0.04 psf.
Miscellaneous $8,000 per year/129,600 = $0.06 psf.
TOTAL $0.29 psf.

Cleaning services for common areas $50,000 per year
Snow Removal $20,000 per year
Landscape Maintenance $18,000 per year Total/129,600 =**$0.68 psf.**
Property Management $20,000 and Security Officer $60,000 /129600 = **$0.62 psf.**

City Council Regular

Date:	03/10/2025
Title:	Final Amendment to the Gross Maximum Price with Sletten Construction for the Terminal Expansion Project
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the Gross Maximum Price (GMP) with Sletten Construction to $45,300,738.93, adding $470,873.93 for additional work to complete the Terminal Expansion Project and authorize the Mayor to sign the Final Amendment.

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

The Terminal Expansion Construction Project started in September of 2019 and was completed in October of 2024. This 5-year large-scale project was definitely needed and has benefited our community by providing the traveling public with a first-class facility that added and remodeled approximately 120,000 square feet of public and airline operational space. Specifically, it has provided the Airport with additional airline gates and ramp space, a large welcoming lobby and new TSA screening area, 50 individual bathrooms and more amenities to include a gift shop and new food and beverage options. The newly remodeled terminal is efficient, looks great, functions well and staff continues to receive compliments on the final product. All of this is due to an enormous amount of work and effort provided by an excellent team that consisted of Airport staff, Morrison Maierle Engineers, A & E Architects, Sletten Construction, and numerous subcontractors. This was a multi-phased project that created unique daily operational challenges for the team, who had to resolve ongoing problems because the Terminal had to remain open and operational throughout the entire process. The original design was estimated to cost approximately $60 million, but the team saved approximately $15 million dollars and the final construction cost totaled $45,300,738.93. The savings were due to a successful collaborative team effort that allowed the contractor to purchase parts and materials up front and store them on site in order to avoid future price increases, continuing with construction during the pandemic, managing expenses and making excellent decisions.

The project was set up with a contingency amount of $2,065,447.37 to pay for unexpected expenses that is typical during a large construction project and only amounted to 4.8% of the total projected cost. After all calculations were finalized, it cost the Airport $470,873.93 more than anticipated and totaled $2,536,321.30 in contingencies, which is a very small increase and amounted to 6% of the total project. The additional amount was needed to pay for unexpected changes in order to tie the new space into the original 1952 Terminal building, including the 1972 and 1992 remodels. This also paid for unpredictable winter weather overages for temporary building and concrete ground heat, snow removal, selective demolition and excavation, new fire sprinkler code requirements, and various other miscellaneous items. In comparison, other recent terminal projects throughout the state of Montana have cost $100 million or more and assigned a contingency amount of 10% to 12%.

ALTERNATIVES

City Council may:

- Approve the Final Amendment to the GMP with Sletten Construction for an additional $470,873.93; or
- Not Approve the Final Amendment to the GMP with Sletten Construction, withhold the final payment to the contractor and advise staff how to proceed

FISCAL EFFECTS

The cost for this Final Amendment to the Terminal Expansion Project is $470,873.93 and will increase the GMP with Sletten Construction to $45,300,738.93. This final payment will cover additional contingency expenses and will be paid for with local capital dollars that are available in the Airport's construction fund. Approximately $37 million in

Grant funding paid for the majority of the Terminal Expansion project and Passenger Facility Charge (PFC) fees will pay 92% of what's left; therefore, the Airport will be debt free upon completion of this project, which is unheard of.

Attachments

GMP Amendment_2.20.2025

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 31st day of January in the year 2025 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 31 day of January in the year 2025 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Billings Logan International Airport Terminal Expansion
1901 Terminal Circle
Billings, MT 59105

THE OWNER:
(Name, legal status, and address)

City of Billings – Aviation and Transit Dept.
1901 Terminal Circle
Billings, MT 59105

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Sletten Construction Company
1000 25th Street North
Great Falls, MT 59403

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed forty five million three hundred thousand seven hundred and thirty eight dollars and ninety three

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/ e
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User Notes: (1650817124)

cents ($ 45,300,738.93), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Add allowance/contingency overage for extras per CAF log dated 1-25-25. = $470,873.93
Per previous GMPs
GMP #1 dated 7-17-19
GMP #2 dated 5-15-20
GMP #3 dated 9-27-22

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
none	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
none		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
none		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

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§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: October 7, 2024

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
All	October 7, 2024

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Attachment 2 – A & E Architects Two Volume Specifications, 100% CD Table of

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Attachment 3 – A & E Architects Three Volume Drawings 100% CD Drawings

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
Not applicable		

Other identifying information:

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§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Div 01 Temp Bldg Heat	$134,400
Div 01 General Snow Removal	$36,600
Div 02 Asbestos Removal and Testing	$100,000
Div 02 Selective Demo	$360,112
Div 03 Cold Weather Concrete	$174,800
Div 09 Intumescent Painting	$10,000
Div 10 Lobby Feature and Benches	$75,981
Div 31 Excavation and Utility	$400,000
Div 31 Ground Heating for Subgrade	$50,000

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

General Clarifications within Attachment 1 dated May 15, 2020
Hazmat Report prepared by Northern Industrial Hygiene, Inc. (136 pages)
Geotechnical Engineering Report by Rimrock Engineering, Inc. (35 pages)
GMP #1 Exhibit A Agreement is inclusive within this GMP#2

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Addendum #1 dated March 13, 2020 (13 pages)
Addendum #2 dated March 27, 2020 (2 pages)
Addendum #3 dated April 1, 2020 (47 pages)
Addendum #4 dated April 3, 2020 (2 pages)
And associate CAFs (contingency authorization forms

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

none

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

Jeff Garness vice president
Stutten Construction

Init.
/

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User Notes: (1650817124)

William A. Cole, Mayor
City Of Billings, MT
(Printed name and title)

Cliff Garness, Division Manager
Sletten Construction Company
(Printed name and title)

(Signature)

Daniela Pavuk, City Attorney
City of Billings, Montana
(Printed name and title)

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Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:31:26 ET on 02/18/2025.

PAGE 1

This Amendment dated the 31st day of January in the year 2025 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 31 day of January in the year 2025 (the "Agreement")

...

Billings Logan International Airport Terminal Expansion
1901 Terminal Circle
Billings, MT 59105

...

City of Billings – Aviation and Transit Dept.
1901 Terminal Circle
Billings, MT 59105

...

Sletten Construction Company
1000 25th Street North
Great Falls, MT 59403

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed forty five million three hundred thousand seven hundred and thirty eight dollars and ninety three cents ($ 45,300,738.93), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Add allowance/contingency overage for extras per CAF log dated 1-25-25. = $470,873.93
Per previous GMPs
GMP #1 dated 7-17-19
GMP #2 dated 5-15-20
GMP #3 dated 9-27-22

...

none

...

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none

...

none

...

[X] The date of execution of this Amendment.

PAGE 3

[X] By the following date: October 7, 2024

...

All October 7, 2024

...

Attachment 2 – A & E Architects Two Volume Specifications, 100% CD Table of

...

Attachment 3 – A & E Architects Three Volume Drawings 100% CD Drawings

...

Not applicable

PAGE 4

Div 01 Temp Bldg Heat	$134,400
Div 01 General Snow Removal	$36,600
Div 02 Asbestos Removal and Testing	$100,000
Div 02 Selective Demo	$360,112
Div 03 Cold Weather Concrete	$174,800
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User Notes: (1650817124)

...

none
PAGE 5

William A. Cole, Mayor City Of Billings, MT	Cliff Garness, Division Manager Sletten Construction Company

...

(Signature)

Daniela Pavuk, City Attorney
City of Billings, Montana
(Printed name and title)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Cliff Garness, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:31:26 ET on 02/18/2025 under Order No. 2114507185 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

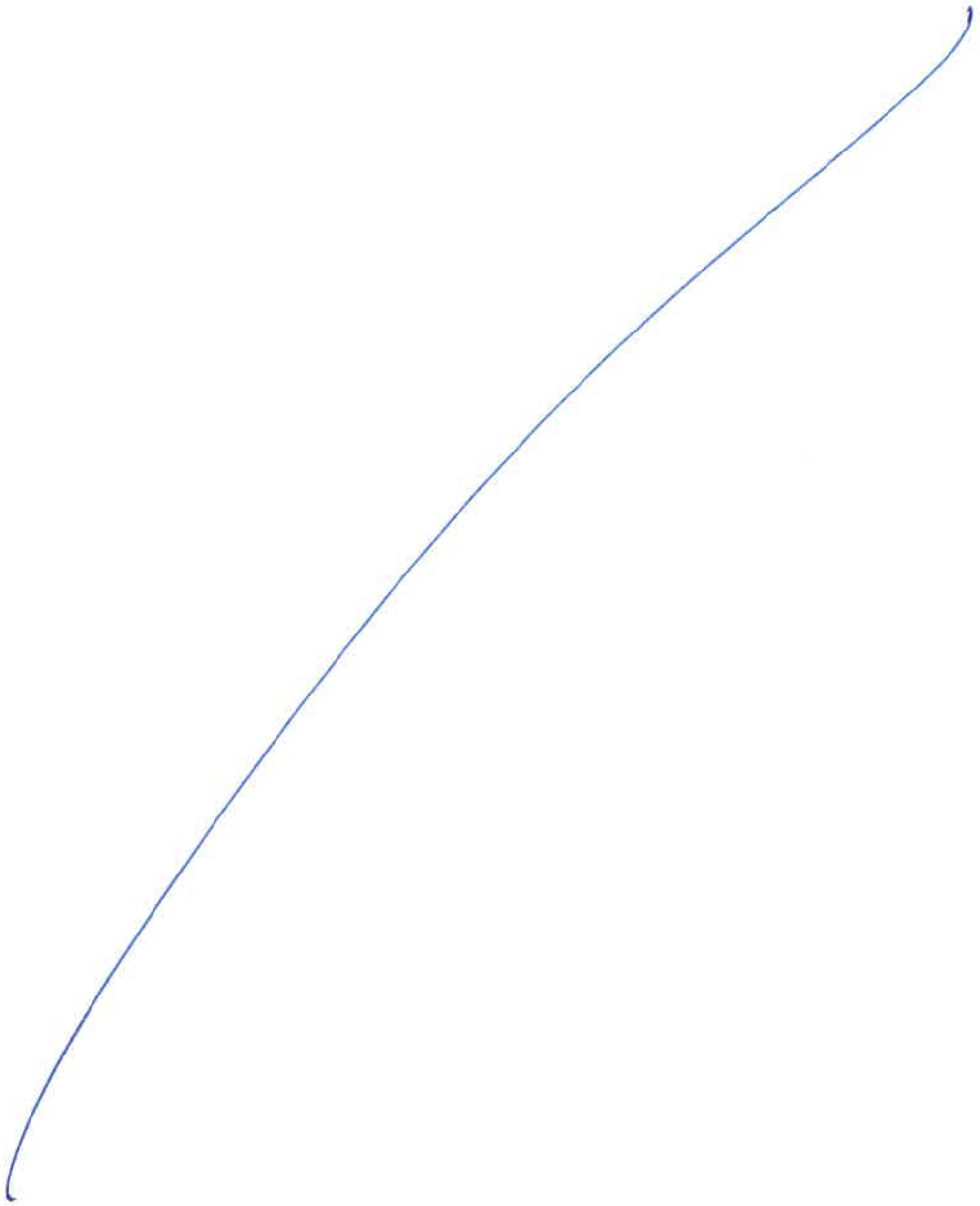
Vice President

(Title)

2-19-2025

(Dated)

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e

City Council Regular

Date:	03/10/2025
Title:	Billings Area Pedestrian Bicycle Master Plan Adoption
Presented by:	Elyse Monat
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that Council forward a recommendation of plan adoption to the Policy Coordinating Committee.

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

The Billings Yellowstone County Metropolitan Planning Organization (MPO) conducted a Pedestrian and Bicycle Master Plan (Plan) with Alta Planning + Design as the prime consultant and Sanbell as the sub-consultant. The Plan was a collaboration between the MPO, City Engineering, County Public Works, and MDT, along with other stakeholders. The Plan sought to identify and prioritize projects that will improve the safety and convenience of walking, biking, and rolling in the Billings area, and establish strategies for implementing the projects and programs in the future.

While the City's upcoming transportation corridor analysis and outreach efforts will provide further guidance and may change some recommendations in this plan, this Plan also provides valuable information to inform the transportation corridor analysis work. With the transportation corridor analysis project in mind, this Plan helps to narrow down the priority routes to the high comfort network. This approach is a recognition that shared-use paths and bicycling facilities cannot be provided on every street and by focusing on a more limited number of routes, we can provide higher quality routes to help get residents where they need to go, whether that be to school, work, errands, or other destinations. This plan also is supplemented by the Safe Routes to School Plans that are being implemented.

The six chapters of the Plan cover the following topics:

Chapter 1: Introduction, Vision & Goals
Chapter 2: Progress Report
Chapter 3: Existing Conditions
Chapter 4: Community Input
Chapter 5: Recommendations
Chapter 6: Implementation Strategy

The Plan sets out several goals of the Billings Area Pedestrian and Bicycle system, including making useful connections, serving a wide variety of people, increasing the safety and health of the community, enabling efficient and sustainable implementation, and expanding transportation choices. Chapter 3 evaluates both the Bicycle Level of Traffic Stress and Pedestrian Level of Traffic Stress which is a network-wide data-driven analysis of roadway segments and how safe it feels to walk or bike on or along them. There is also documentation of existing facilities and pedestrian and bicycle counts. Chapter 4 reports community participation, which included 201 survey responses, 375 map comments over two phases of public outreach, and the results of an in-person poll. Top themes from the survey included infrastructure improvements, connectivity, and safety.

The recommendations in Chapter 5 are split into two categories: High Comfort and Supplemental. While the specific type of facility is not specified, some of the high comfort routes will be shared-use paths and provide high comfort facilities for pedestrians. Additional possible types of facilities include neighborhood bikeways, bike lanes, buffered bike lanes, and separated bike lanes. The decision as to the exact facility type will be made during design with the goal of providing a facility for users of all ages and abilities. Supplemental facilities will be bike facilities that help make a connection, and will likely consist mostly of striped bike lanes and shared lane markings. Recommendations also include suggestions for programs and policies that could make walking, biking, and rolling safer and more appealing in the Billings area. The final chapter uses prioritization criteria established by the steering committee to group projects into four buckets including short term, high priority; long term, high priority; opportunistic priority; and low priority.

STAKEHOLDERS

The local review of the Pedestrian Bicycle Master Plan involves public discussion sessions, work sessions, and regular business meetings of the City Council, Yellowstone County Board of County Commissioners, and Yellowstone County Board of Planning (Planning Board). The Planning Board also conducted a legally advertised public hearing at its meetings on February 11, 2025. The public can provide comments, ask questions at any of these meetings, as well as provide formal public testimony at the Planning Board.

The public participated in this plan throughout the process with two public input periods, and an opportunity to review the draft plan. A mid-plan progress report also was provided to the City Council and BOCC in June 2024.

The Technical Advisory Committee forwarded a recommendation of plan approval to the governing bodies at their meeting on January 30, 2025. The Planning Board forwarded a recommendation of plan approval to the Policy Coordinating Committee at its meeting on February 25, 2025. On March 3, 2025, the City Council received a presentation on the contents of the Plan.

The Planning Board forwarded a recommendation of plan approval to the Policy Coordinating Committee at its meeting on February 25, 2025. The Planning Board members discussed several items at their meeting. One member was concerned about allocating more funding for shared use paths when there was already a maintenance shortfall. Transportation Planner Elyse Monat explained that this plan does not allocate funding; it is a blueprint for the ideal buildout of the system. She specified that there is a disclaimer in the plan that says this. The board member felt comfortable voting for the plan with this disclaimer. Members expressed several other concerns related to walking, biking, and driving in Billings in general that were generally outside of the scope of the plan. One member questioned if "mixing zones" where a bike lane ends temporarily due to a right hand turn lane were safe. Another was concerned about the pedestrian-activated flashing beacons on Shiloh Rd. and said that he could not see the flashers from the far side of the intersection and had to slam on his breaks several times to avoid hitting pedestrians. Ms. Monat said she could share these concerns with the Engineering Division.

ALTERNATIVES

City Council may:

- Forward a recommendation of approval to the Policy Coordinating Committee; or,
- Forward a recommendation of approval to the Policy Coordinating Committee with recommended changes; or
- Not forward a recommendation of approval. Not forwarding a recommendation of approval would not be in accordance with past support in 2024 by the City Council and PCC of the adopted Billings MPO Work Plan that included update of this document, and could create questions from MDT and FHWA on the local reasons that federal PL funds were spent on the project.

FISCAL EFFECTS

There are no fiscal effects. This is a plan only. However, the City, County, State, MPO, or other parties, may choose to program funds to implement project recommendations in the future. This plan was approved for completion by the governing bodies in the FY23 Unified Planning Work Program and is 100% funded through Federal PL funds; no local funds were used for this project. Council forwarded a recommendation of approval to use federal funds for this project by approving the FY23 and FY24 UPWPs.

SUMMARY

Staff recommends that the City Council forward a recommendation of plan approval to the Policy Coordinating Committee (PCC), which is scheduled to meet on March 18, 2025.

Attachments

Draft Billings Area Pedestrian and Bicycle Master Plan

2025

Billings Area Pedestrian & Bicycle Master Plan



alta

BILLINGS - YELLOWSTONE COUNTY
MPO
METROPOLITAN PLANNING ORGANIZATION

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- *Billings Pedestrian + Bicycle Master Plan Update Vision*

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- *Funding Sources*

APPENDIX A

Planning Level Cost Estimates

APPENDIX B

Full Project List

Disclaimers: This is a planning level document only. It is not intended to obligate or mandate development of the projects in the plan or obligate any jurisdiction to implement any or the entire document. In addition, this document does not assume prioritization or commitment of any local funds unless authorized by local or state government agency.

This document outlines project recommendations as of the adoption date. However, the City of Billings is considering conducting a system-wide plan which, when completed, may contradict some of the recommendations in the Billings Area Pedestrian and Bicycle Master Plan. If the new, system-wide plan contradicts this plan, the new plan will take precedence. If this is the case, the Billings Area Pedestrian and Bicycle Master Plan may be edited to eliminate contradictions between the two plans.



CHAPTER 1

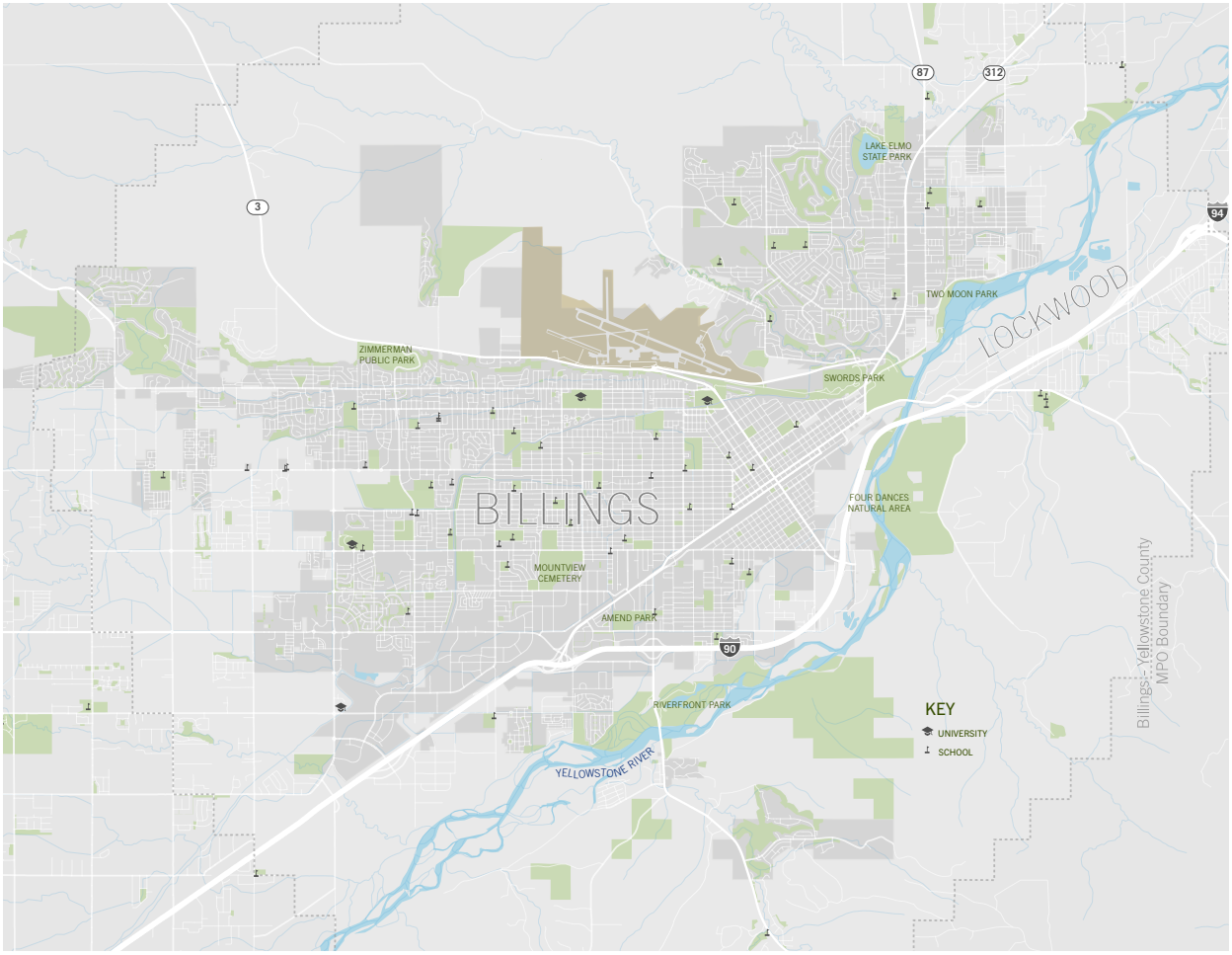
Introduction, Vision & Goals

Introduction

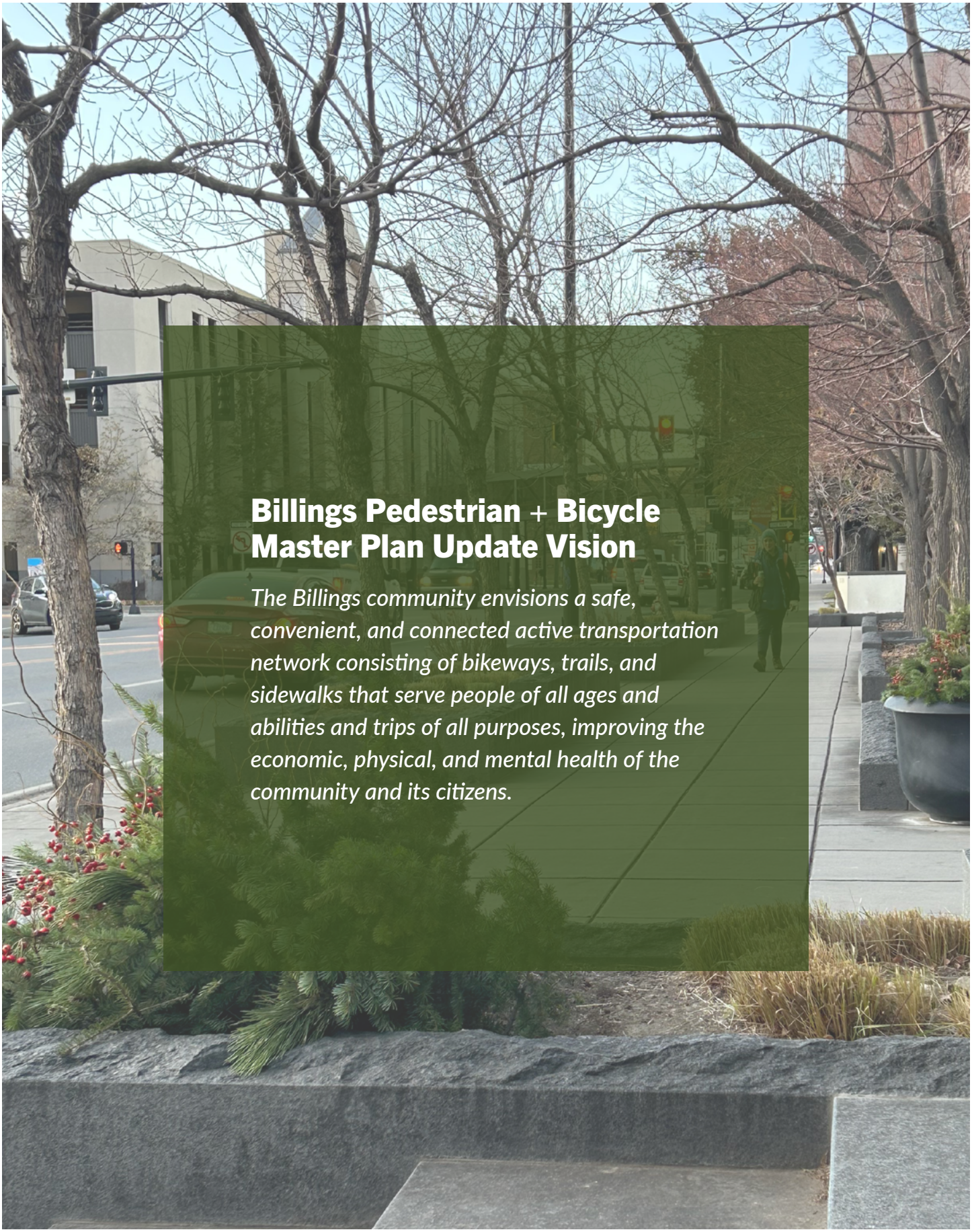
Formerly named the Billings Area Bikeway & Trails Master Plan (2017), the **2024 Billings Area Pedestrian & Bicycle Master Plan** serves as an update to the 2017 plan, and provides the region with a blueprint for improving conditions for active transportation looking forward. The intent of this plan is to identify progress on the system since 2017, identify and prioritize projects that will improve the safety and convenience of walking, biking, and rolling* in the Billings area, and establish strategies for implementing next steps in the process.

This plan combines both pedestrian (shared use path) recommendations and bicycle (neighborhood bikeways, bike lanes, buffered bike lanes, protected bike lanes, and shared use paths) into two categories: high comfort and supplemental. These categories are discussed more in Chapter 5. New in this plan, a Pedestrian Level of Traffic Stress Analysis was conducted for road segments. Chapter 5 also references design guidance for pedestrian crossings. Figure 1.1 shows a map of the study area, which encompasses the City of Billings and immediately adjacent, unincorporated areas served by the Billings-Yellowstone County Metropolitan Planning Organization (MPO).

FIGURE 1.1 - MAP OF STUDY AREA



* ***Rolling*** *refers to the use of any personal mobility device outside of traditional pedal cycles, including wheelchairs, scooters, skateboards, one-wheels, or other human-powered and electric devices. While the spectrum of personal mobility devices continues to expand, the infrastructural needs remain similar to those of pedestrians and bicyclists based on speeds and required space.*



Billings Pedestrian + Bicycle Master Plan Update Vision

The Billings community envisions a safe, convenient, and connected active transportation network consisting of bikeways, trails, and sidewalks that serve people of all ages and abilities and trips of all purposes, improving the economic, physical, and mental health of the community and its citizens.

The Billings Area Pedestrian + Bicycle System* should...



Make useful connections

- To transit
- To schools
- To commercial and civic destinations
- To parks, trailheads, destination trails (e.g., Marathon Loop), and recreation areas
- Close gaps between facilities



Serve a wide variety of people

- The overall network should include a connected **all-ages-and-abilities** network that everyone from young children to seniors feel comfortable and safe using
- Infrastructure should be clean, easy to understand, and **accessible** (ADA & PROWAG (Public Rights of Way Accessibility Guidelines) compliant)
- The system should benefit both **recreational and commuter/utility trips**
- Emphasis should be placed on **demographics that rely on active transportation** for their daily needs



Increase the safety and health of the community

- The system should enable **physical activity** as part of everyday life
- Improvements should contribute to a **reduction in the number of crashes involving bicyclists and pedestrians** and aim to make streets safer for all roadway users
- The system should **increase awareness and visibility** of pedestrians and bicyclists
- The system should contribute to **improved air quality** and a healthier environment



Enable efficient and sustainable implementation

- Policies and initiatives should allow the City and MPO to build the pedestrian/bicycle network **at a faster rate** than in previous years
- The network should be expanded in a way that can be **successfully maintained based on local resources**



Expand transportation choices

- The system should **reduce reliance on motor vehicles**
- The system should contribute to an **increase in walking and bicycling mode share**

*_**The Pedestrian + Bicycle System**_ *refers to both the infrastructure (the physical network) and non-infrastructure (policies, programs, and practices) initiatives that enable safe walking/bicycling in the community.*



CHAPTER 2

Progress Report

What has happened since 2017?

Much has changed since the adoption of the 2017 Billings Area Bikeway & Trails Master Plan, including the completion of several projects and initiatives based on the plan's recommendations. This chapter provides a snapshot of recently completed projects; policies, programs, and other initiatives that have been implemented; and changes in the demographics and travel behaviors of residents over the last six years.

Projects Completed Since 2017

Over the last six years (2017–2023), over 61 miles of active transportation facilities have been constructed in the Billings area, including new on-street bikeways, paved trails, and sidewalks (See Figure 2.1). Figure 2.2 illustrates the locations across the area where these investments have been made.

FIGURE 2.1 – BIKEWAYS, PAVED TRAILS, & SIDEWALKS

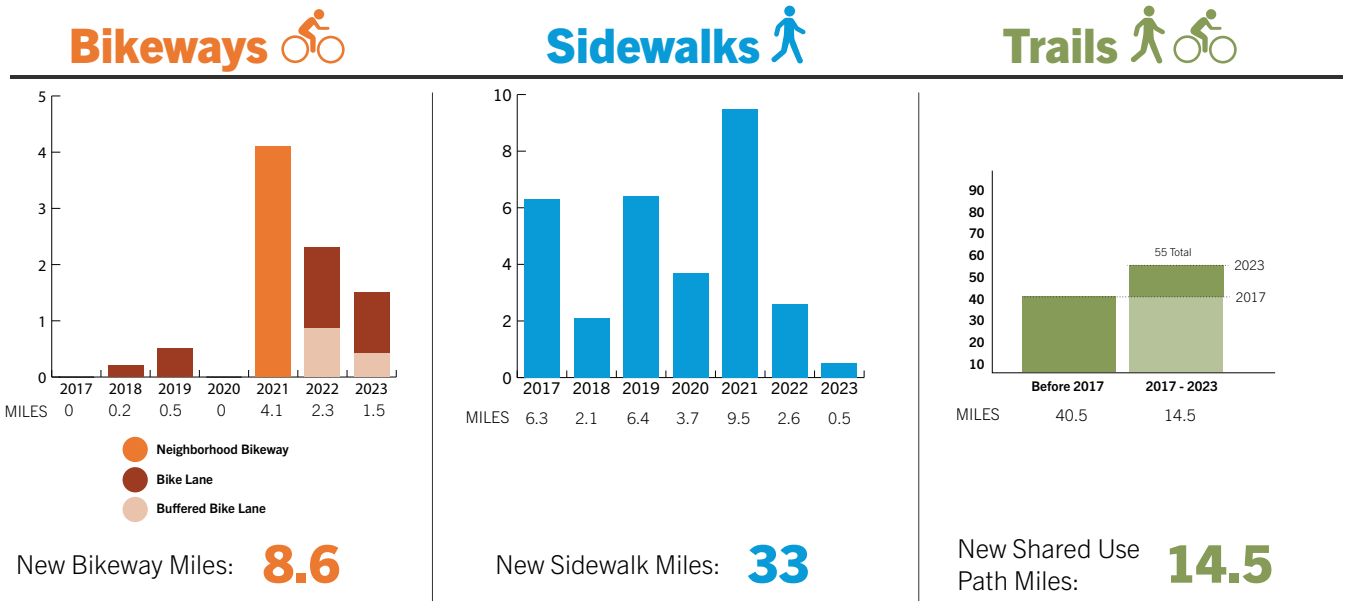
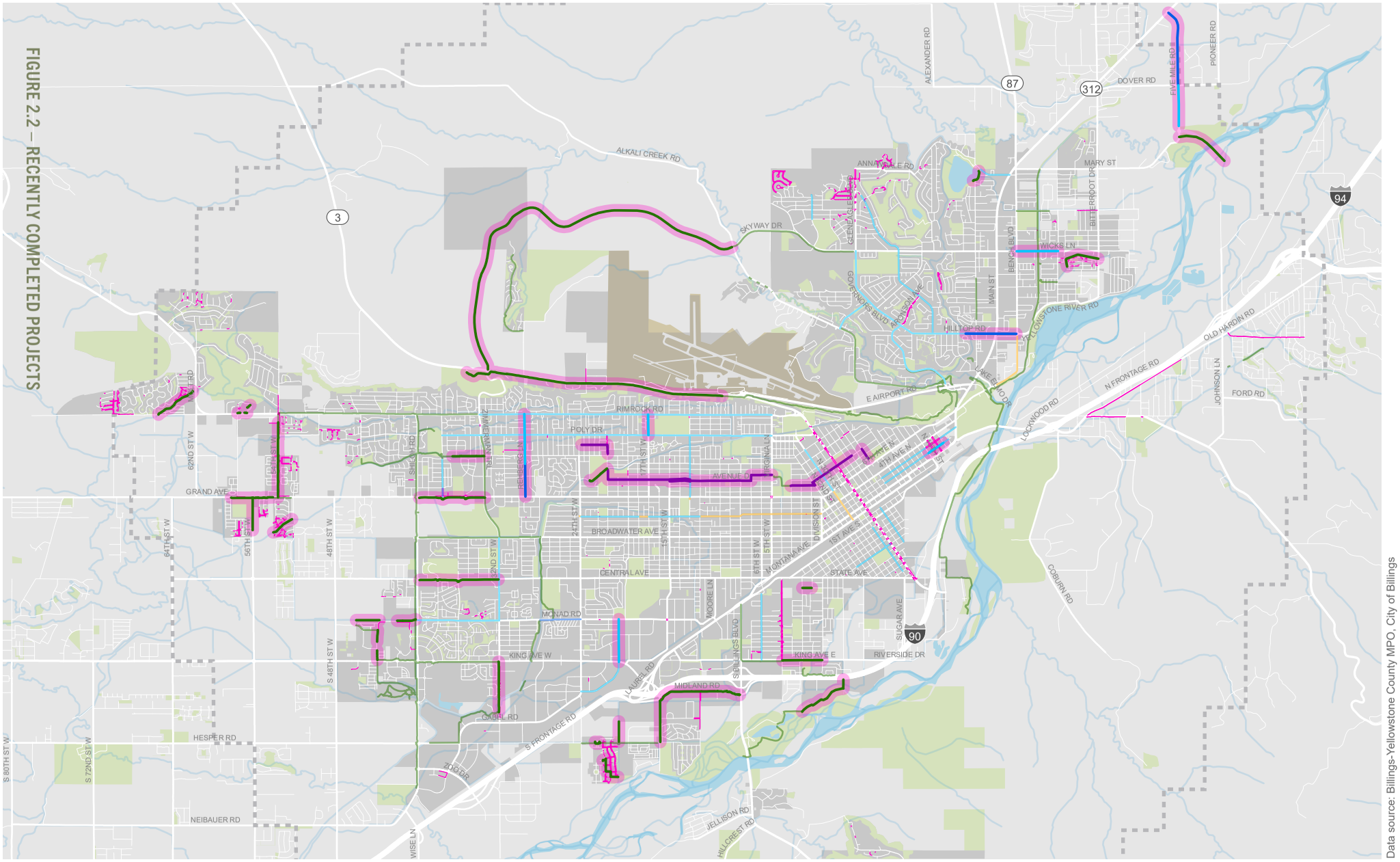


FIGURE 2.2 – RECENTLY COMPLETED PROJECTS



Data source: Billings-Yellowstone County MPO, City of Billings

PROJECTS COMPLETED SINCE 2017

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

This map highlights Pedestrian and bicycle projects that have been completed since the adoption of the 2017 Billings Area Bikeway and Trails Master Plan.

DRAFT

N

0 2 4 MILES

EXISTING FACILITIES

- Shared Use Path
- Buffered Bike Lane
- Bike Lane
- Neighborhood Bikeway
- Shared Lane Marking
- Shared Use Path (in progress)
- Built Since 2017
- Sidewalks completed since 2017
- Billings-Yellowstone Co MPO Boundary
- City of Billings Boundary

Policies, Programs, & Other Initiatives

In addition to investments in physical infrastructure, the City, MPO, and County have dedicated time and resources to the development of new policies, programs, and other initiatives that support active transportation in the Billings area. Table 2.1 summarizes the efforts that were recommended in the 2017 Plan.

TABLE 2.1 – PROGRESS ON POLICIES, PROGRAMS, & OTHER INITIATIVES RECOMMENDED IN THE 2017 PLAN

TYPE	PROGRAM & DESCRIPTION	PROGRESS SINCE 2017
 EQUITY	**BICYCLE GIVE-A-WAYS** Local businesses and organizations, including Billings TrailNet, Lockwood PTA, Merrill Lynch, and Edward Jones, among others, collaborate to provide funding to give away bicycles to the community. These events have proved to be very popular.	The Lockwood Pedestrian Safety District gives away a few bikes a year to students in need. Kids In Motion (KIM), a free bike repair program for students in Billings Public Schools, helps keep bikes that students already have rideable. In 2023, HDR engineering firm donated 24 bicycles to kindergartners at Highland elementary school.
 ENCOURAGEMENT	**MUNICIPAL BIKE FLEET** Promote work-related trips by bicycle; reduce daytime auto trips. Bike Share systems in the United States have become a popular form of micromobility (sometimes referred to as small things on wheels). While these systems were initially implemented primarily in large U.S.. cites, they are now being implemented in small to mid-size cities like Billings. Rather than implement a municipal bike fleet, the City/County should assess the feasibility of implementing a bike share system.	Bike and Scooter Share Feasibility study was completed in 2020. Several companies have approached Billings about bringing shared micromobility (bike and/or scooter share) to town. However, staff plan to set guidelines by issuing an Request for Proposals (RFP) for a provider. As a smaller community, this will help to make expectations clear up front.
 ENCOURAGEMENT	**BICYCLE AND TRAILS MAP (2011 PLAN RECOMMENDATION)** Provide route and facility information and highlight walking and bicycling destinations. Entities should coordinate to ensure that the maps distributed have consistent information. A meeting should be held annually to revise maps as needed. TrailNet should continue maintaining the online interactive map on their website.	The Metropolitan Planning Organization added an app with route and facility information

TABLE 2.1 – POLICIES, PROGRAMS, & OTHER INITIATIVES (CONT.)

TYPE	PROGRAM & DESCRIPTION	PROGRESS SINCE 2017
 ENCOURAGEMENT	**SAFETY EQUIPMENT USE ENCOURAGEMENT** Encourage the use of bicycle lights, helmets and reflective clothing by promoting the use of this equipment and hosting equipment giveaways. Organizations and school districts should coordinate their efforts, share resources, establish best practices and determine program development costs	Lockwood Pedestrian Safety District gives away some helmets and reflective slap bands to 4th graders in May. Previously, the school district had a grant from St. Vincent Healthcare (now Intermountain Health) to sell helmets to students at $5/helmet. The funding for the discounted helmets was exhausted. Both hospitals sell low cost helmets, but they are not free.
 ENCOURAGEMENT	**CONDUCT WALKABILITY, ACCESSIBILITY AND PARK AUDITS** Conduct audits in the city's parks to assess accessibility conditions, lighting and improve safety. To identify assets and barriers in park access, safety and connectivity to other parks	Healthy By Design created a Parks RX program where they evaluated two parks and creating walking route maps showing conditions on the trails. Crime Prevention Through Environmental Design (CPTED) is currently a priority for the City and some parks have received CPTED audits with more audits possible in the future.
 ENFORCEMENT	**INCREASE TRAFFIC ENFORCEMENT** Increase the budget for traffic enforcement in the City of Billings to allow additional officers to be assigned to traffic detail. The community consistently stated that traffic enforcement for all road users in the Billings Area was perceived to be minimal.	A mill levy that passed a couple of years ago provided more funding for police officers, including traffic enforcement. More officers have been added as a result.
 EVALUATION	**ESTABLISH COMPREHENSIVE COUNTS PROGRAM** Data on walking and bicycling is necessary to track growth in these modes and determine where investments are necessary. The city should continue collecting data on bicycling and trail use using manual and automated counters.	In recent years, Billings has shifted entirely to automatic counts. This means not as many pedestrian counts have been taken. A new people-counter downtown under Skypoint was installed, but is out of commission. There is also one new set of permanent bike lane counters on Poly. A new permanent counter was also installed on the HWY 87 path which is through the Lockwood Pedestrian Safety District.

TABLE 2.1 – POLICIES, PROGRAMS, & OTHER INITIATIVES (CONT.)

TYPE	PROGRAM & DESCRIPTION	PROGRESS SINCE 2017
 EVALUATION	**VISION ZERO** The goal of the program is to reduce traffic fatalities and serious injuries to zero.	The Billings Area Community Transportation Safety Plan (CTSP) was updated in 2021 with Vision Zero goals. The CTSP focused on behaviors such as lack of restraint, impaired drivers, and inattentive driving, with a focus on young drivers.
 EVALUATION	**MEASURING THE STREET** Before and after the installation of new bikeway or trail facility, data should be collected on bicycle, pedestrian and motor vehicle volumes, crashes, and motor vehicle speeds. This data can be used to evaluate how effective new bikeways or trails are in achieving goals	This process of data collection was utilized when implementing the new neighborhood bikeway, which set a precedent to continue this type of evaluation on future facilities.
OTHER	**DEVELOP SYSTEM-WIDE WAYFINDING PLAN** A wayfinding system should identify destinations that should be signed to, identify trails and bicycle boulevard routes to be signed, adopt standard placement practices for wayfinding signs, and install signage along priority routes	Billings adopted a wayfinding plan in February 2020. Wayfinding signage has been installed along Ave D neighborhood bikeway.
OTHER	**BICYCLE PARKING** A bike parking code should be part of a future Zoning Code update to standardize rack type and placement practices, and ensure bike parking is installed with new development. A bike parking program, focused on Downtown and other areas of the community, allows the community to request the placement of racks on public lands, and property owners to request racks on their private land (otherwise, these racks may never be installed in areas where they are needed, such as auto-oriented 'strip-mall' developments in the western part of Billings).	Bike parking is now required by City zoning code in some districts. The city established a downtown bike parking program, but the program has run out of funding and is now dormant.

Trends in Travel

Since 2017, the number of people who call the City of Billings home has increased from 109,894 to 118,849 (8% growth over six years, not including unincorporated population growth), placing more pressure on the transportation system and its ability to serve a growing population. Figure 2.4 highlights travel trends based on available American Community Survey (ACS) data, which shows limited changes in mode share. ACS data considers only commute trips to work, and does not account for other daily trips for errands, social life, etc. So while overall biking and walking trips to work decreased between 2014 and 2021 according to ACS data, user count data along Billings' bikeways and trails, as shown in Chapter 3, suggests an upward trend in walking and biking over the last five to six years.

FIGURE 2.3 – POPULATION GROWTH

Source: 2023 Billings Urban Area Long Range Transportation Plan

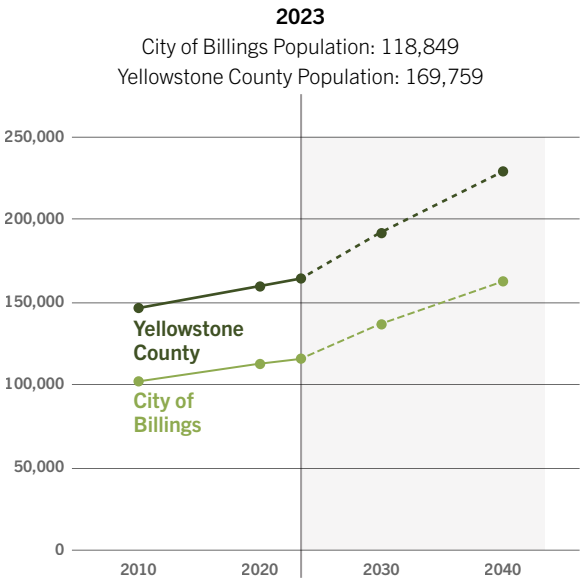
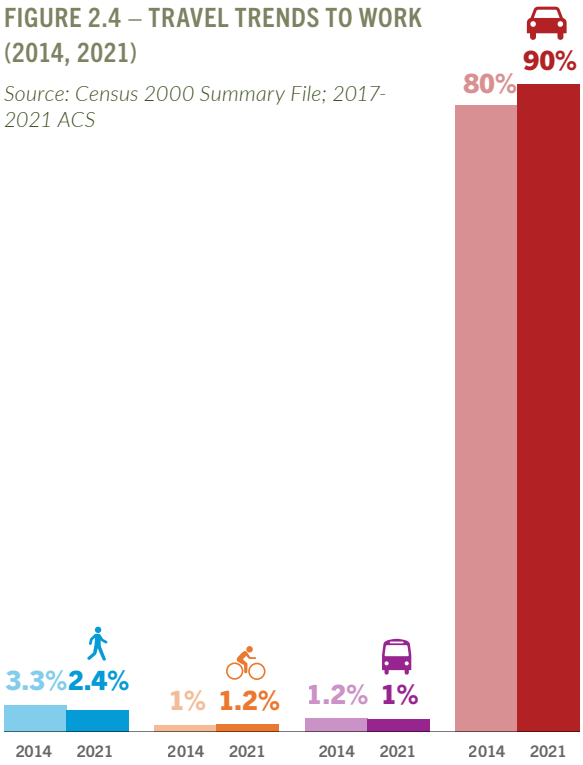


FIGURE 2.4 – TRAVEL TRENDS TO WORK (2014, 2021)

Source: Census 2000 Summary File; 2017-2021 ACS



2017 Recommendations Audit

An audit of the 2017 Plan's recommendations was conducted to identify lessons learned during the last six years of implementation and opportunities to refine the City and MPO's approach moving forward. Both infrastructure (bikeway and trail network) and non-infrastructure (programs, policies, and other initiatives) recommendations were reviewed.

Network Recommendations

Figure 2.5 shows a map of existing bikeways and trails, projects recommended in the 2017 Plan, and priority projects identified in 2017. Some of the questions considered in reviewing the 2017 network recommendations and lessons learned include:



What were some of the primary funding sources for projects that were completed since 2017?

- Local street maintenance funds
- Local gas tax
- Local owner assessments
- Statewide Transportation Improvement Program (STIP)
- State Fish, Wildlife, and Parks Recreational Trails Program Grant
- Federal BUILD Grant (now called RAISE Grant)

Why were some of the 2017 priority projects implemented while others were not?

- Avenue D Neighborhood Bikeway was implemented because it was a new facility type and the top ranked neighborhood bikeway from the plan
- Small section of BBWA Canal Trail between Woody Dr. and 21st St.: no right-of-way constraints; grant received from Recreational Trails Program, with matching contributions from Billings Trail Net, Public Works, and Parks
- Limiting factor for priority projects that were not completed were funding and staff capacity

What led to non-priority projects being completed?

- Several non-priority projects were completed opportunistically in conjunction with Public Works' Pavement Preservation Plan and Capital Improvement Plan (CIP)
- Several shared use paths along roadways (sidepaths) were constructed as part of Public Works' policy that a 10' shared use path (sidepath) is required as part of the reconstruction of any arterial
- The Skyline Trail was pursued because it was a good candidate for a federal BUILD grant

For those projects that were designated in 2017 as "visionary long range bikeways," has anything changed that would lead us to more specific recommendations?

- Some sections of Grand Avenue are not currently part of the Capital Improvement Plan (CIP), but there have been discussions to add them
- There have been discussions about dedicating funding for concept/feasibility studies for these corridors

Are there any previously recommended projects that are slated for near-term implementation?

- Skyline Trail and Inner Belt Loop were completed while this plan was being developed
- See 5-year CIP and Pavement Preservation Plan

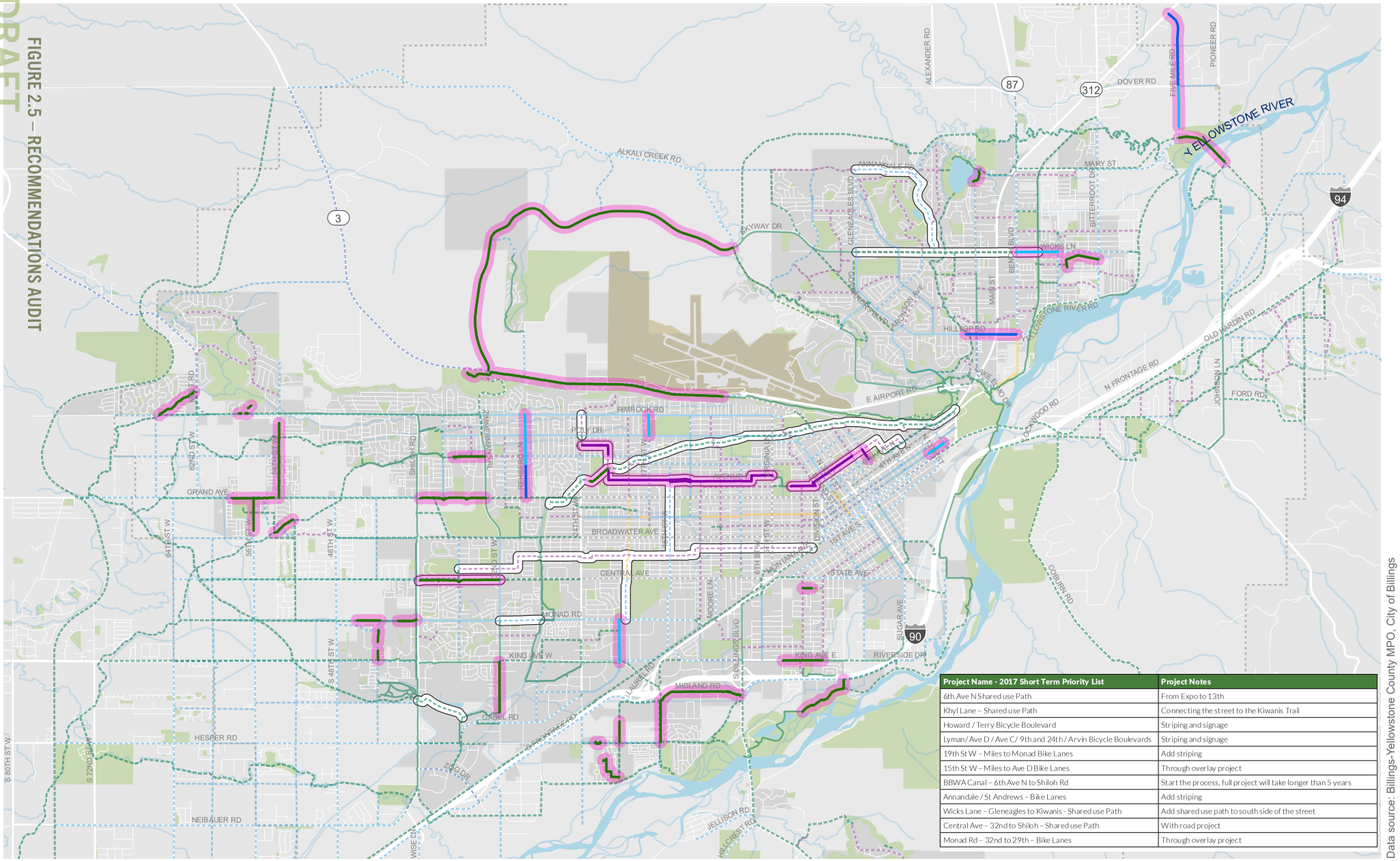
In general, what have we learned over the last six years about developing the active transportation network? Is there anything about the approach that should change?

- External funding is available for larger projects, and Billings was successful in being awarded a handful of grants, but staff capacity can be a limiting factor in taking advantage of all the state and federal grant opportunities
- Public Works is doing a good job of referencing the Master Plan to make sure planned bicycle and pedestrian improvements are included in maintenance and new construction projects
- The prioritization process for this plan should consider Public Works' CIP project list
- Billings' Complete Streets Policy has guided Public Works consideration for active modes in implementing the CIP



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FIGURE 2.5 – RECOMMENDATIONS AUDIT



Project Name - 2017 Short Term Priority List	Project Notes
6th Ave N Shared use Path	From Expo to 13th
Khyl Lane – Shared use Path	Connecting the street to the Kiwanis Trail
Howard / Terry Bicycle Boulevard	Striping and signage
Lyman/ Ave D / Ave C/ 9th and 24th / Arvin Bicycle Boulevards	Striping and signage
19th St W – Miles to Monad Bike Lanes	Add striping
15th St W – Miles to Ave D Bike Lanes	Through overlay project
BBWA Canal – 6th Ave N to Shiloh Rd	Start the process, full project will take longer than 5 years
Annandale / St Andrews – Bike Lanes	Add striping
Wicks Lane – Gleneagles to Kiwanis - Shared use Path	Add shared use path to south side of the street
Central Ave – 32nd to Shiloh – Shared use Path	With road project
Monad Rd – 32nd to 29th – Bike Lanes	Through overlay project

Data source: Billings-Yellowstone County MPO, City of Billings

PROJECTS COMPLETED SINCE 2017

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

This map shows projects completed since the 2017 Bikeway and Trails Master Plan was adopted. Projects completed since 2017 are highlighted in pink. Projects listed as priority projects in the 2017 plan are highlighted in white.

2017 Priority Projects

Bikeways & Trails Completed Since 2017

EXISTING FACILITIES

- Shared Use Path
- Buffered Bike Lane
- Bike Lane
- Neighborhood Bikeway
- Shared Lane Marking

PLANNED FACILITIES

- Shared Use Path
- Bufferd Bike Lane
- Bike Lane
- Neighborhood Bikeway
- Shared Lane Marking
- Visionary

N

0 2 4 MILES

Policy & Program Recommendations

In addition to recommendations for expanding the physical bikeway and trail network, this plan also explores lessons learned from progress made over the last six years in implementing the policies, programs, and other initiatives recommended in the 2017 Plan. Of the 52 initiatives recommended, 32 have seen progress or been completed. Some of the lessons learned from investigating the progress and status of these efforts include:

- The City and MPO have been diligent in pursuing additional planning efforts recommended in 2017, including the completion of the Billings Area Wayfinding and Signage Plan, the Billings Area Bike and Scooter Share Feasibility Study, adding vision zero goals to the 2021 Community Transportation Safety Plan, etc.
- Lack of funding and staff capacity are the primary reasons for some policies, programs, and other initiatives not being implemented; some of these initiatives are no longer priorities, while others remain important to pursue
- Related to staff capacity, closer coordination between Planning and Geographic Information Systems (GIS) divisions would benefit efforts to keep data and online mapping resources organized and up to date
- It is important to get buy-in from partnering departments or agencies before committing to an initiative in the plan. This can help ensure there is consensus about the proposed recommendations.

See Table 5.2 in Chapter 5 for a complete list of previously recommended policies and programs, their current status, and future recommendations.



Adopted Plans

For the Billings Pedestrian & Bicycle Master Plan Update, a total of eleven plans were reviewed, including neighborhood specific, city-wide and regional plans. All of the plans, with the exception of the future City of Billings Transportation Master Plan, were published between 2016 and 2024. This section presents brief summaries of each plan, organized chronologically.



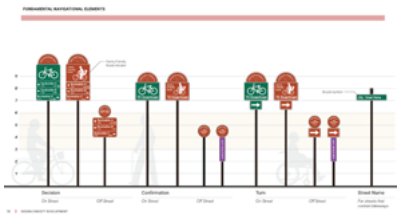
CITY OF BILLINGS GROWTH POLICY (2016)

The City of Billings added more than 6,000 people and expanded by 1.5 square miles between 2008 and 2016 alone. One of the main purposes of the Growth Policy is to determine public values and priorities as the City determines the most cost-effective ways to develop. The Policy lays out a vision for Billings in the next 20 years, which emerged through an extensive public comment process and carefully modeled growth scenario planning.



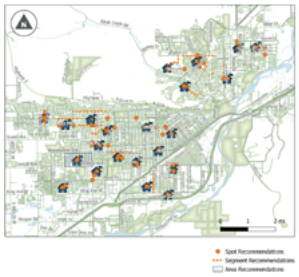
BILLINGS BIKEWAY AND TRAILS MASTER PLAN (2017)

The Billings Area Bikeway and Trail Master Plan establishes both a long-term vision and defined, achievable short-term actions to improve mobility and recreation opportunities in the Billings Area. The plan outlines vision, goals, and objectives for Billings; a review of existing conditions; an analysis of public needs and preferences; policy, program, and engineering recommendations; and a guide to implementation.



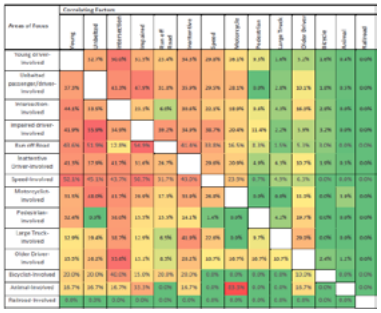
BILLINGS AREA WAYFINDING SIGNAGE PLAN (2020)

The Billings Area Wayfinding Signage Plan establishes a standard for non-motorized wayfinding signage in Billings with branded wayfinding signage. The wayfinding signage system is designed to connect places, keep information simple, help users maintain motion, be predictable, and promote active travel.



BILLINGS SAFE ROUTES TO SCHOOL PLAN UPDATE (PHASE 1) (2022)

This plan updated the original 2011 plan conducted by the City of Billings and evaluated walking, biking, and rolling conditions within a half mile of Billings Public Schools Elementary Schools and developed a list of projects that could improve conditions. Projects included facilities such as enhanced crossings, missing sidewalks, traffic calming, and more.



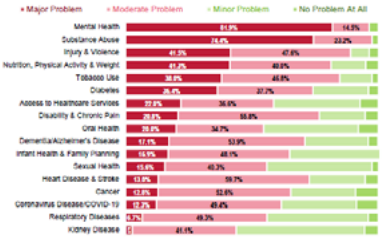
BILLINGS COMMUNITY TRANSPORTATION SAFETY PLAN (2022)

The original Billings Community Transportation Safety Plan (CTSP), adopted in 2016, was a collaborative effort between the Montana Department of Transportation (MDT) and the MPO. The ongoing purpose of the CTSP is to reduce roadway fatalities and serious injuries in the Billings MPO area. This process uses a data-driven approach to identify safety issues and determine areas in need of increased focus and strategies to reduce roadway fatalities and serious injuries.



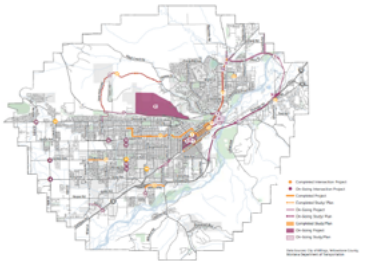
THE NATIONAL COMMUNITY SURVEY REPORT (2022)

The National Community Survey (or NCS) report is about the "livability" of Billings. The survey captures residents' opinions considering ten central facets of a community, including health and wellness, parks and recreation, community design, and mobility, among others.



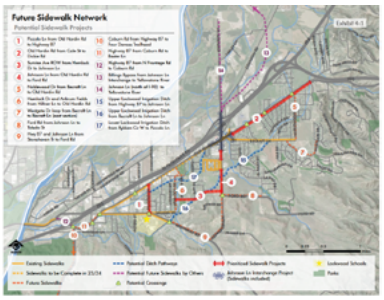
COMMUNITY HEALTH NEEDS ASSESSMENT (2023)

This Community Health Needs Assessment is a systematic approach to determining the health status, behaviors, and needs of residents in Yellowstone County, Montana. This information may be used to inform decisions and guide efforts to improve community health and wellness, including serving as the basis for the county's Community Health Improvement Plan (CHIP). A Community Health Needs Assessment provides information so that communities may identify issues of greatest concern and decide to commit resources to those areas, thereby making the greatest possible impact on community health status.



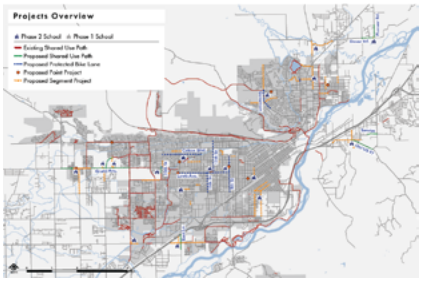
BILLINGS URBAN AREA LONG RANGE TRANSPORTATION PLAN (2023)

The Billings Planning Area Long Range Transportation (LRTP) is a framework to guide the continued development and implementation of multimodal transportation system projects for the Billings planning area. The LRTP is updated every five years, and the previous iteration was completed in 2018. This LRTP assesses today's (2023) land use and transportation conditions to forecast the future (year 2045) conditions, which aids in identifying and strategizing transportation improvements for the region.



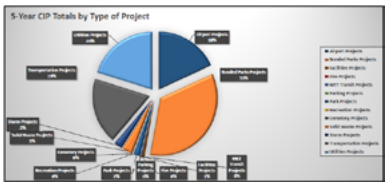
LOCKWOOD NON-MOTORIZED TRANSPORTATION PLAN

Lockwood is a community on the eastern outskirts of the City of Billings and is home to more than 7,000 residents. In 2014, voters passed a measure establishing the Lockwood Pedestrian Safety District to fund sidewalks in the community The Lockwood Non-Motorized Transportation Plan considered where future investments should be made with funds from the district.



BILLINGS SAFE ROUTES TO SCHOOL PLAN UPDATE, PHASE 2 (2024)

At the encouragement of Billings City Council, a second Safe Routes to School plan was conducted to look at walking, biking, and rolling conditions around additional schools including Billings Public Schools middle schools and private and Yellowstone County schools within the Billings urbanized area.



CITY OF BILLINGS CAPITAL IMPROVEMENT PLAN (FY 2025-2029)

This comprehensive five-year plan identifies needs for construction of capital projects or improvements to the City's infrastructure and facilities. The City of Billings FY 2024-2028 Capital Improvement Plan (CIP) contains information on how the City plans to invest available resources into key infrastructure and facilities between fiscal years 2024 and 2028. The CIP provides a forecast of funds available for capital projects and identifies all planned capital improvement projects and their estimated costs over the five-year period.

CITY OF BILLINGS TRANSPORTATION MASTER PLAN

The future City of Billings Transportation Master Plan will consider transportation for all modes across the City of Billings. Outcomes of the plan could vary from new street types to identification of specific elements for specific roadways. An extensive public outreach effort will help shape the plan.



CHAPTER 3

Existing Conditions

Existing Pedestrian and Bicycle Facilities

As outlined in Chapter 2, the network of bicycle and pedestrian facilities in the Billings area continues to grow. The types of bicycle facilities that exist in Billings today include conventional bike lanes, buffered bike lanes, shared use paths, neighborhood bikeways, and shared lane markings. Figures 3.1 and 3.2 show maps of existing bicycle and pedestrian facilities in the Billings area.



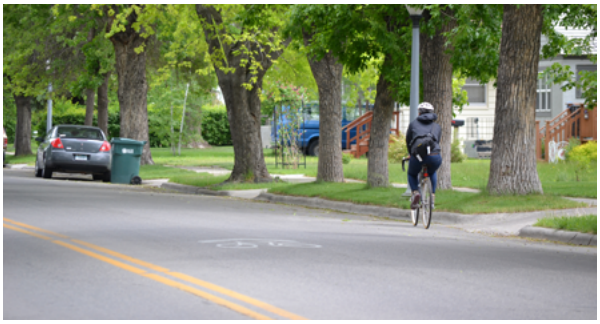
SHARED USE PATH 55 MILES IN BILLINGS AREA

Shared use paths, also referred to as Sidepaths when adjacent to a roadway, are paved off-street facilities that are physically separated from roadways and design to accommodate two-way, non-motorized travel. Billings has additional miles of paths that are narrower than 10 feet.



BIKE LANE 41 MILES IN BILLINGS AREA

Conventional bike lanes are on-street bikeways that are visually separated from motor vehicle traffic with white striping. They also include pavement markings and signage.



NEIGHBORHOOD BIKEWAY 5.7 MILES IN BILLINGS AREA

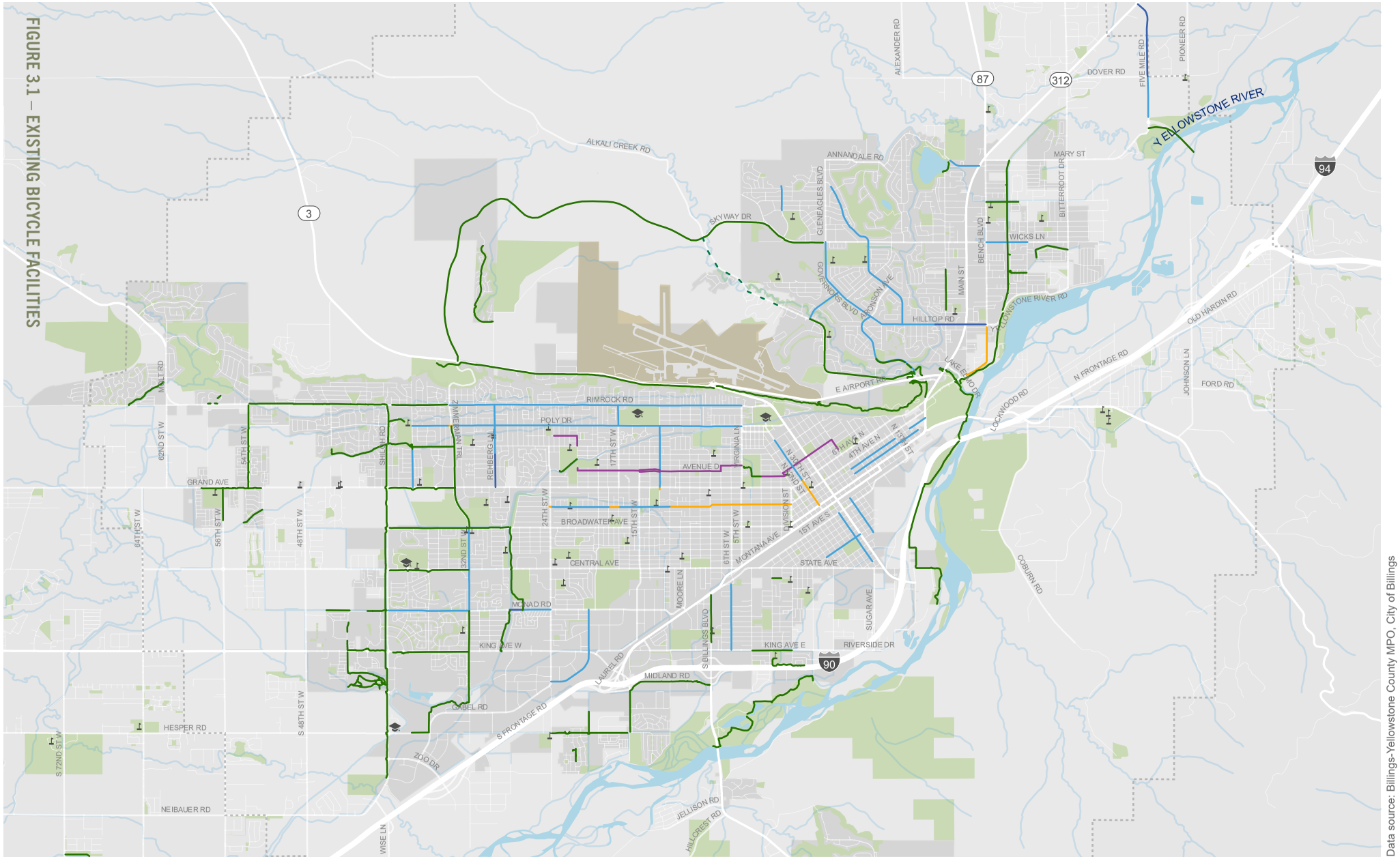
Neighborhood bikeways are mixed traffic facilities—meaning bicyclists and motor vehicles share the same roadway space—that prioritize bicyclist safety and comfort. They are planned along low-volume residential streets and include shared lane markings and bicycle wayfinding signage. In some cases, enhanced crossings and/or traffic calming features are included to create a low-stress bicycling experience. 5.7 miles includes all sharrows in Billings.



BUFFERED BIKE LANE 3 MILES IN BILLINGS AREA

Buffered bike lanes are conventional bike lanes that include additional striping, creating a visual buffer and greater separation between the bike lane and motor vehicle traffic. Buffered bike lanes currently exist in locations such as Monad Rd., Hilltop Rd., Rehberg Lane and Five Mile Rd.

FIGURE 3.1 – EXISTING BICYCLE FACILITIES



EXISTING BICYCLE FACILITIES

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

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EXISTING

- Bike Lane
- Buffered Bike Lane
- Neighborhood Byway
- Shared Lane Marking
- Shared Use Path

- Parks
- Schools
- Colleges
- City of Billings Boundary
- MPO Boundary

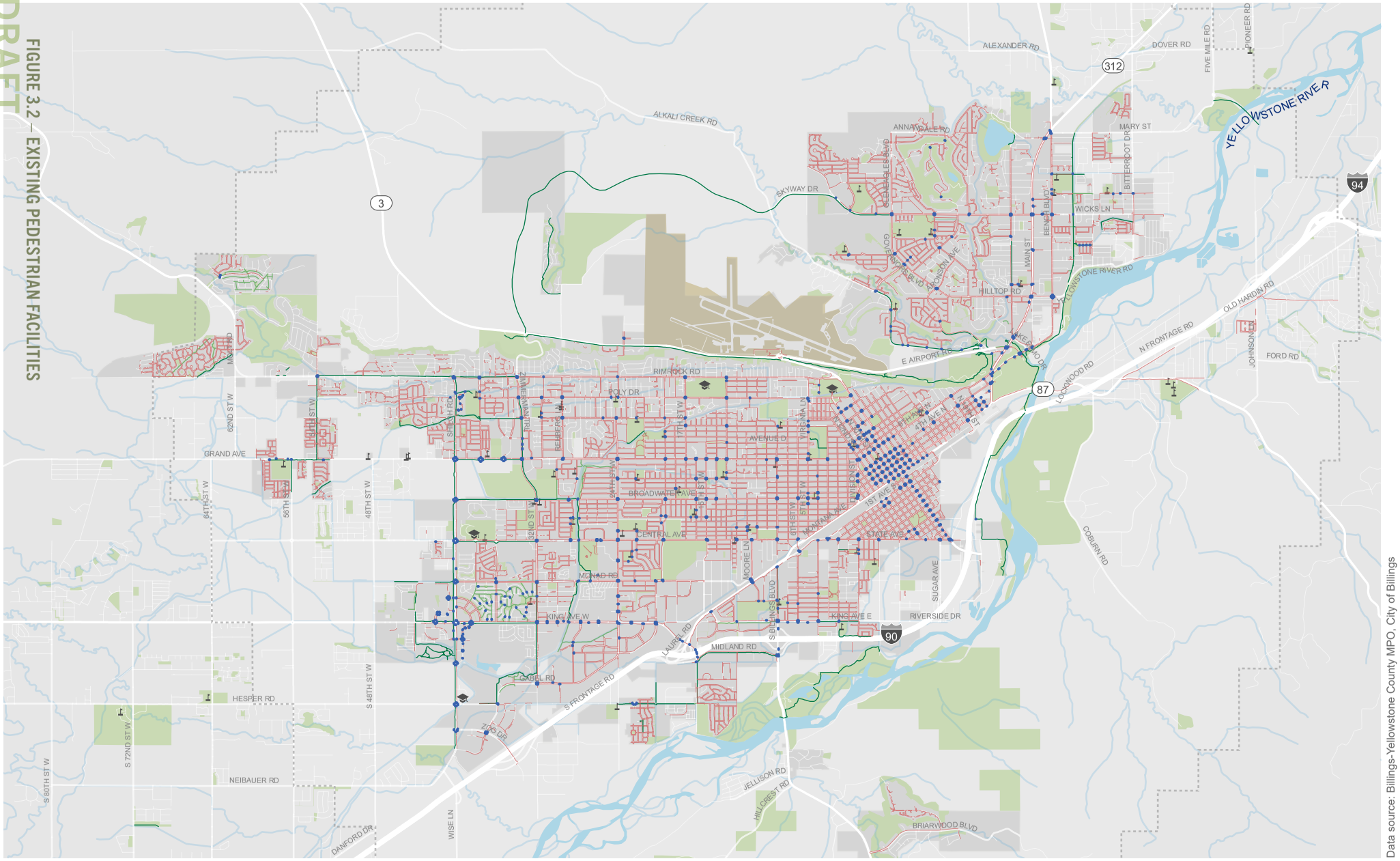
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Data source: Billings-Yellowstone County MPO, City of Billings

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FIGURE 3.2 — EXISTING PEDESTRIAN FACILITIES



Data source: Billings-Yellowstone County MPO, City of Billings

EXISTING PEDESTRIAN FACILITIES

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

- Crosswalks (1154)
- Sidewalks
- Shared Use Path
- Neighborhood Trail
- Parks
- Schools
- Colleges
- City of Billings Boundary
- MPOBoundary

N

0 2 4 MILES

Network Analysis

The existing network maps help to identify existing gaps and opportunities for connections; however, further network analysis and mapping of user count data aid in understanding parts of the network that might benefit from future improvements. This section explores takeaways from analyzing the network's Level of Traffic Stress (LTS) for both pedestrian and bicycle networks, crash history and safety, and documented use of Billings' bikeways and trails.

Level of Traffic Stress

A Level of Traffic Stress (LTS) analysis is a method that seeks to quantify the amount of stress a bicyclist or pedestrian is likely to experience on a given corridor, especially related to exposure to motor vehicle traffic. In other words, it gauges how comfortable the network is for people bicycling and walking. LTS analysis is based on research related to bicyclist preferences and behavior, which finds that most people (51–56%) who are interested in using a bicycle for transportation are concerned about safety and prefer lower-stress environments, typically characterized by quiet neighborhood streets or facilities that provide physical separation from motor vehicle traffic. This group is referred to as "interested but concerned" and will usually choose not to ride a bicycle if low-stress bicycle facilities are not provided. Because they make up the majority of the population, the "interested but concerned" group is the target design user when planning and designing bicycle networks. Figure 3.1 on pg. 25 highlights design user profiles of adults who have stated an interest in bicycling, based on national research. Of note, both LTS analyses only evaluate the roadway segments, not specifically the crossings. Future Plans may evaluate crossings.

BICYCLE LEVEL OF TRAFFIC STRESS

Bicycle Level of Traffic Stress (BLTS) is measured by evaluating variables such as roadway speeds, traffic volumes, roadway widths (number of lanes), and bicycle facility characteristics. The methodology used for this plan is based on the 2012 Minnesota Transportation Institute (MTI) Report 11-19: Low-Stress Bicycling and Network Connectivity. Figure 3.3 illustrates the results of the BLTS analysis.

PEDESTRIAN LEVEL OF TRAFFIC STRESS

Similar to BLTS, the Pedestrian Level of Traffic Stress (PLTS) analysis considers factors such as sidewalk presence, sidewalk width, sidewalk buffer, roadway speed, motor vehicle volume of the adjacent roadway and roadway width to evaluate the pedestrian experience along a given corridor and is dependent upon the availability and accuracy of existing data. The methodology used for this plan is based on the methodology used by the Oregon Department of Transportation in their Analysis Procedures Manual. Figure 3.4 shows the results of the PLTS analysis for the Billings area.

FIGURE 3.1 – DESCRIPTION OF LTS

LTS analysis categorizes corridor segments into four LTS tiers:



LTS 1

Corridors that would be tolerable for **all ages and abilities**—including, in most cases, children and elderly adults—to ride or walk



LTS 2

Corridors that could comfortably ridden or walked by the **average adult population**



LTS 3

Corridors that would attract **"somewhat confident"** bicyclists and pedestrians, but would likely deter "interested but concerned" users



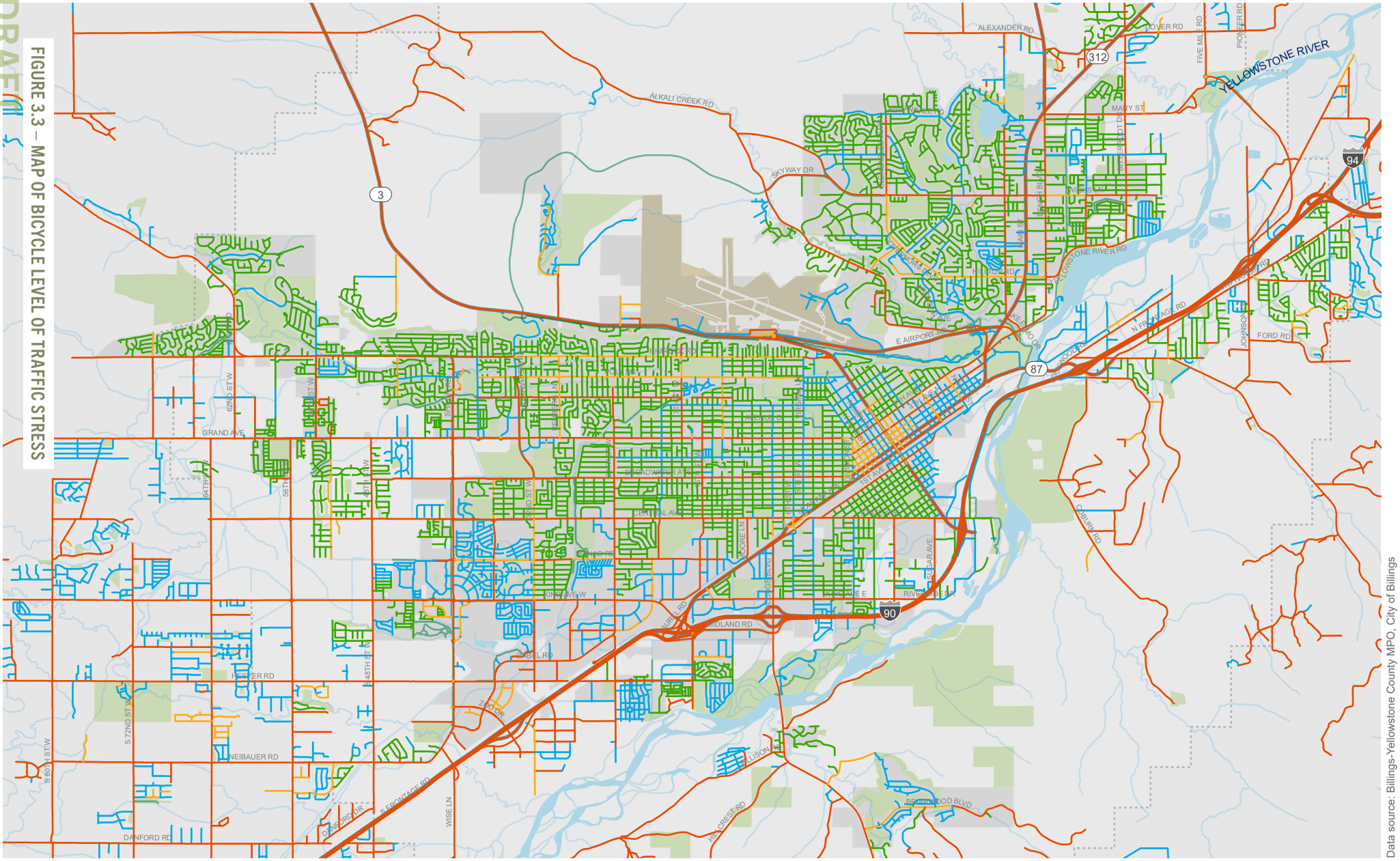
LTS 4

Corridors that are only acceptable by **"highly confident"** bicyclists and pedestrians

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FIGURE 3.3 – MAP OF BICYCLE LEVEL OF TRAFFIC STRESS



Data source: Billings-Yellowstone County MPO, City of Billings

BICYCLE LEVEL OF TRAFFIC STRESS

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

The Bicycle Level of Traffic Stress analysis only evaluates road segments and not crossings. This is evaluated using system-wide data, however, when project move into the design phase careful attention must be paid to factors that affect BLTS.

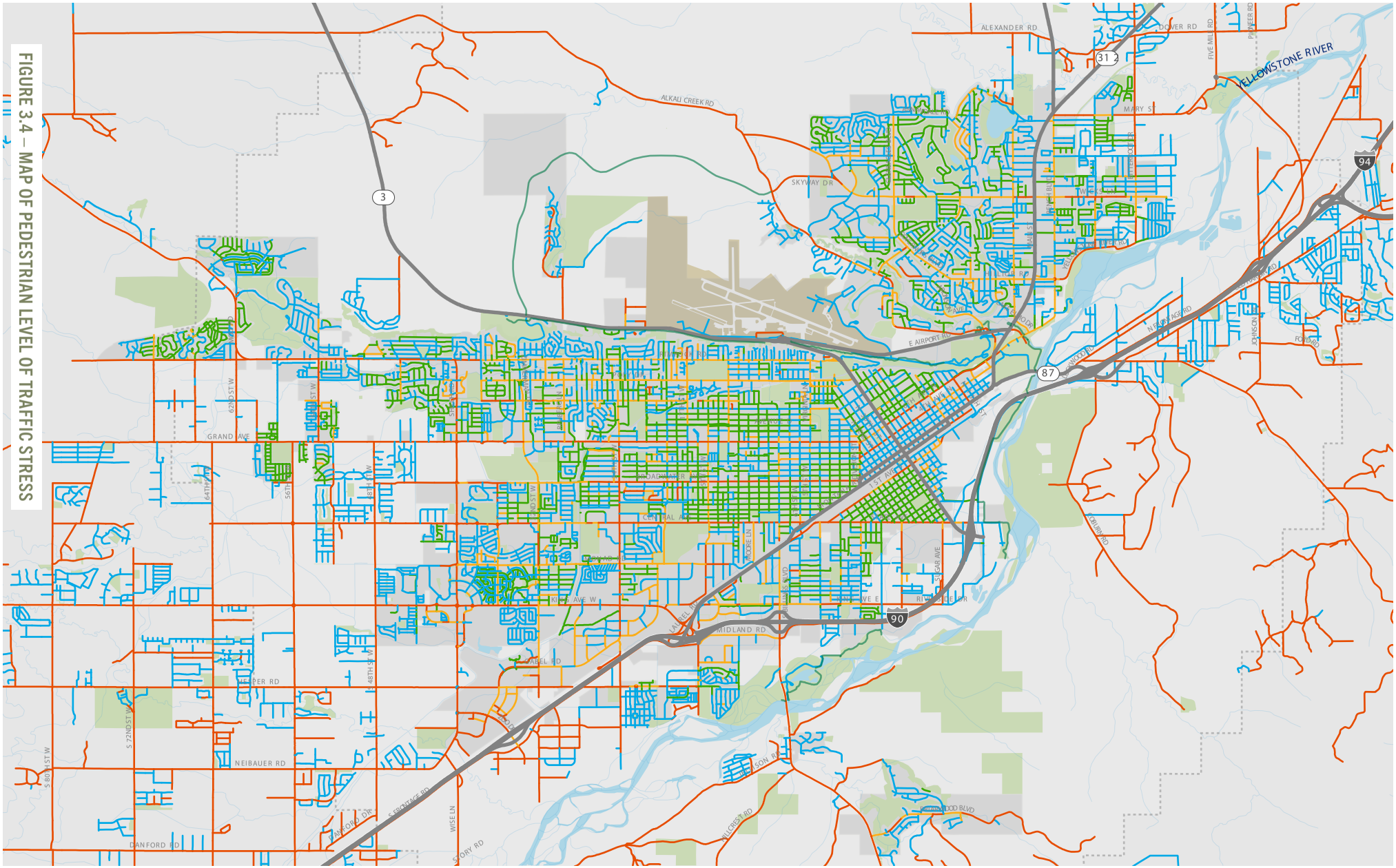
N

0 2 4 MILES

LTS SCORE

- 1 - All Ages and Abilities
- 2 - Most Adults
- 3 - Enthused and Confident
- 4 - Strong and Fearless
- Shared Use Path
- MPOBoundary
- City of Billings Boundary

FIGURE 3.4 – MAP OF PEDESTRIAN LEVEL OF TRAFFIC STRESS



PEDESTRIAN LEVEL OF TRAFFIC STRESS

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

The Pedestrian Level of Traffic Stress analysis only evaluates road segments and not crossings. This is evaluated using system-wide data, however, when project move into the design phase careful attention must be paid to factors that affect BLTS.

DRAFT

N

0 2 4 MILES

LTS SCORE

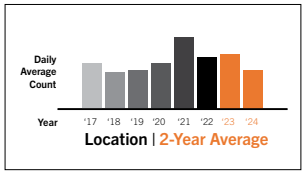
- 1 - All Ages and Abilities
- 2 - Most Adults
- 3 - Enthused and Confident
- 4 - Strong and Fearless
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- MPOBoundary
- City of Billings Boundary

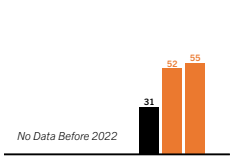
Data source: Billings-Yellowstone County MPO, City of Billings

User Count Data

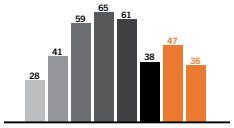
Bike Lane Counts

Daily Average Counts: 2017-2024

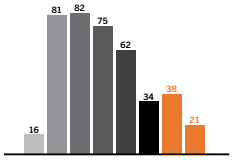




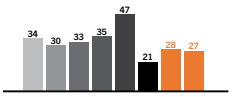
Poly Drive | 54
West of Shadow Lawn Ct



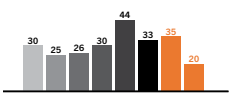
Poly Drive | 42
West of 21st St West



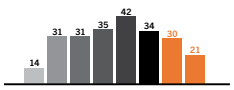
South 28th St | 30



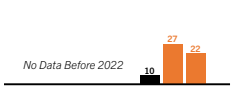
North 30th St | 28



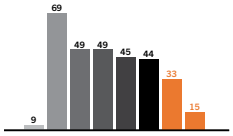
Rimrock Rd | 27



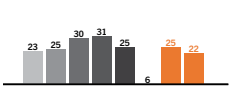
Lewis Ave | 25



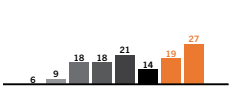
Ave D Bikeway | 24



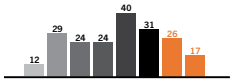
2nd Ave North | 24



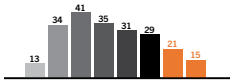
Governors Blvd | 23



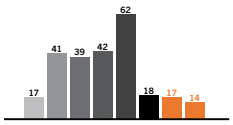
38th St West | 23



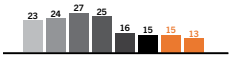
3rd Ave North | 21



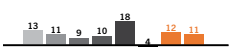
6th Ave South | 18



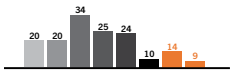
13th St West | 15



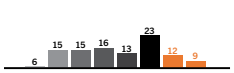
Nutter Blvd | 14



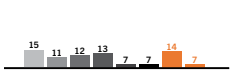
Senators Blvd | 12



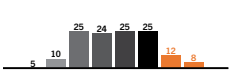
Monad Rd | 11



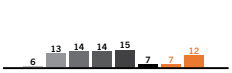
High Sierra Blvd | 10



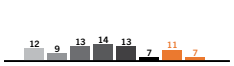
Aronson Ave | 10



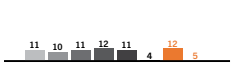
Lake Hills Dr | 10



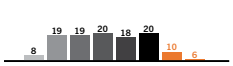
32nd St West | 10



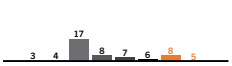
Pemberton Ln | 9



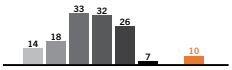
Overland Ave | 8



S 25th Street | 8

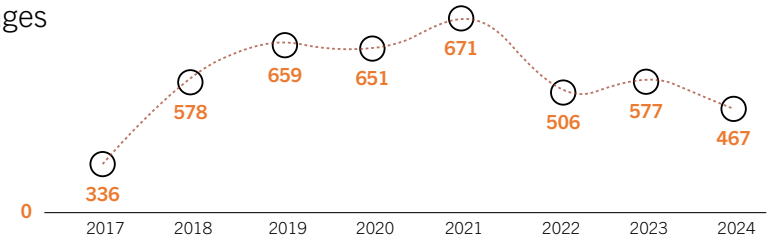


Briarwood Blvd | 7



Calhoun Ln | 5
No Data for 2023

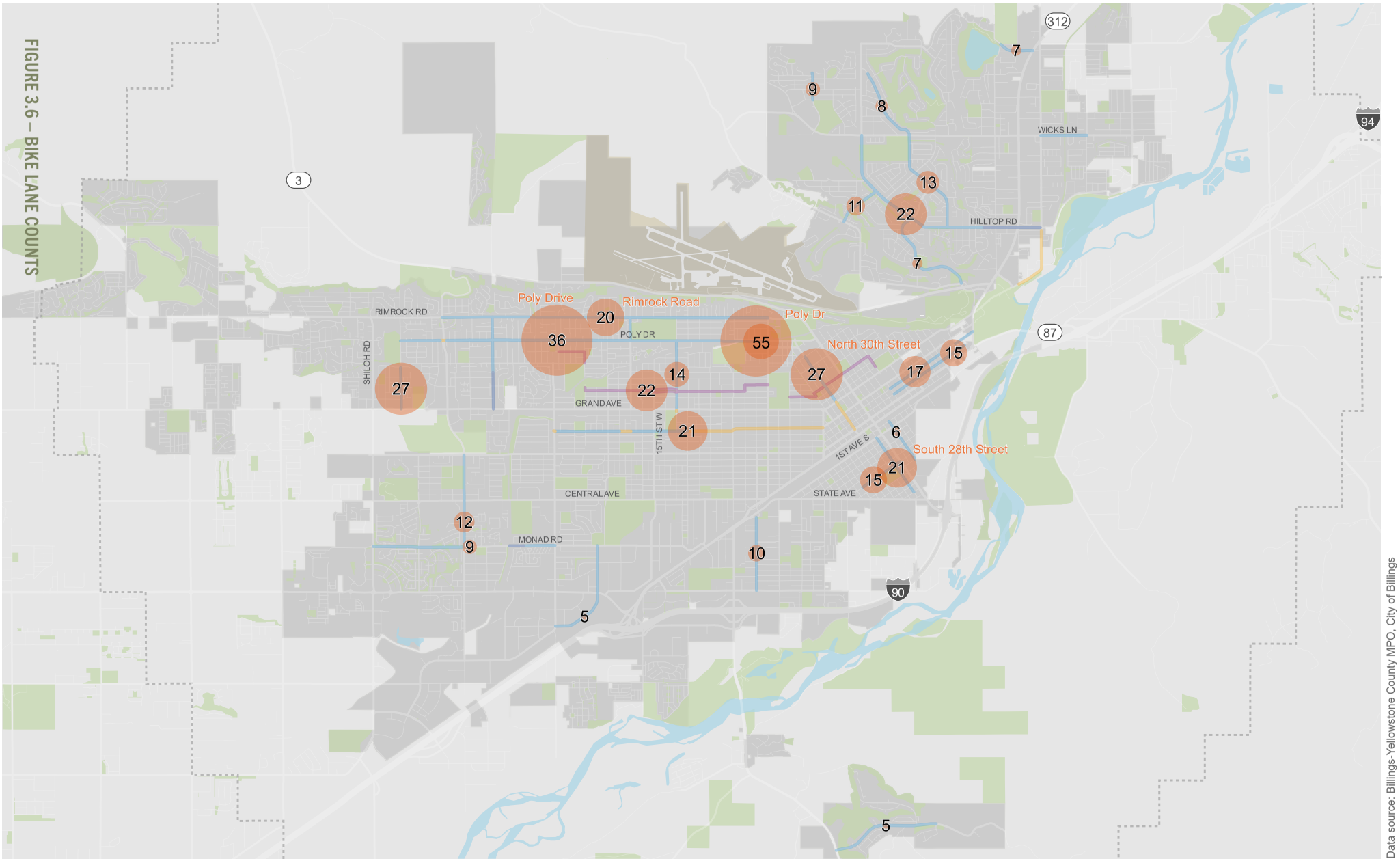
Total Daily Averages



Bike lane counts peaked in many locations during the COVID-19 pandemic bicycling boom of 2020-2021, where many residents turned to biking, walking, and rolling outside to safely stay active, see friends, and relieve stress.

Bike lane counts tend to be higher in areas with a more connected bikeway network, rather than in areas where bike facilities were isolated.

FIGURE 3.6 – BIKE LANE COUNTS



BIKE LANE COUNTS

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

2024 Average Daily Counts

- Neighborhood Bikeway
- Bike Lane
- Buffered Bike Lane
- Shared Roadway
- MPO Boundary
- City of Billings Boundary

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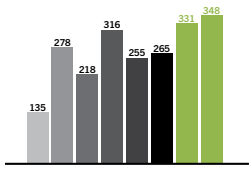
0 2 4 MILES

Data source: Billings-Yellowstone County MPO, City of Billings

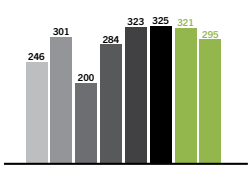
Trail User Counts

Daily Average Counts: 2017-2024

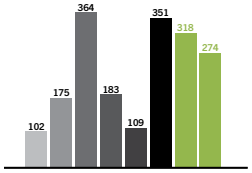




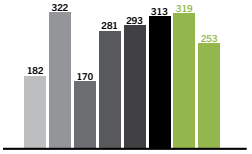
Big Ditch Trail | 340



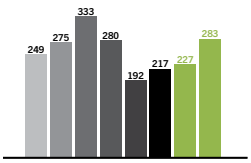
Descro Park Trail | 308



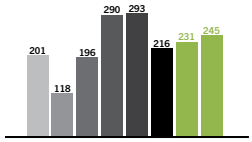
Two Moon Park Trail | 296



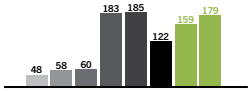
Pioneer Park Trail | 286



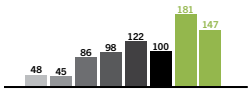
Kiwanis Trail | 255



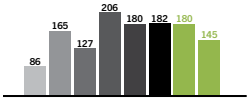
Swords Park Trail | 238



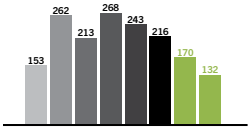
Stewart Park Trail| 169



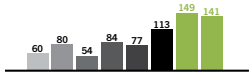
54th St West Trail| 164



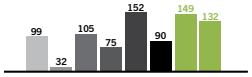
Metrapark Trail | 162



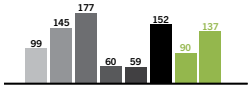
Norm's Island Trail | 151



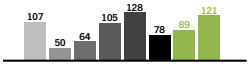
Alkali Creek Rd | 145



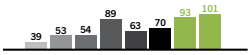
Rimrock Rd Trail | 141



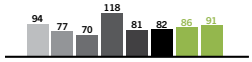
Will James Cut | 114



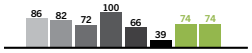
Mystic Park Trail | 105



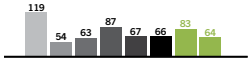
Rehberg Estates Trail | 97



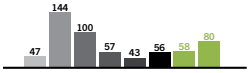
Lampman Strip Park | 89



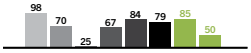
Shiloh North | 74



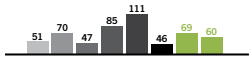
Broadwater Trail East | 73



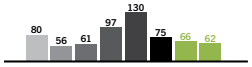
Cabela's Trail | 69



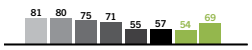
Bannister Drain Trail | 67



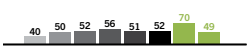
Broadwater Trail West | 65



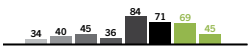
Shiloh South | 64



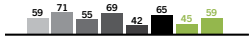
Midland Trail | 61



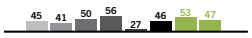
TransTech | 60



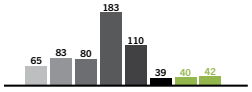
South Billings Blvd | 57



Zimmerman Road | 52



Aronson Road | 50



Coulson Park | 41

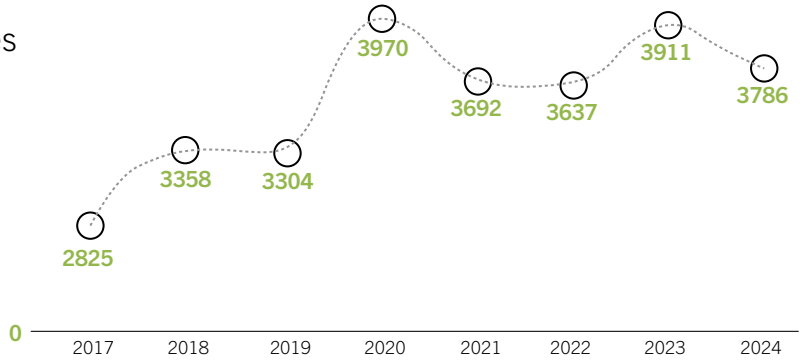


King Ave West | 30



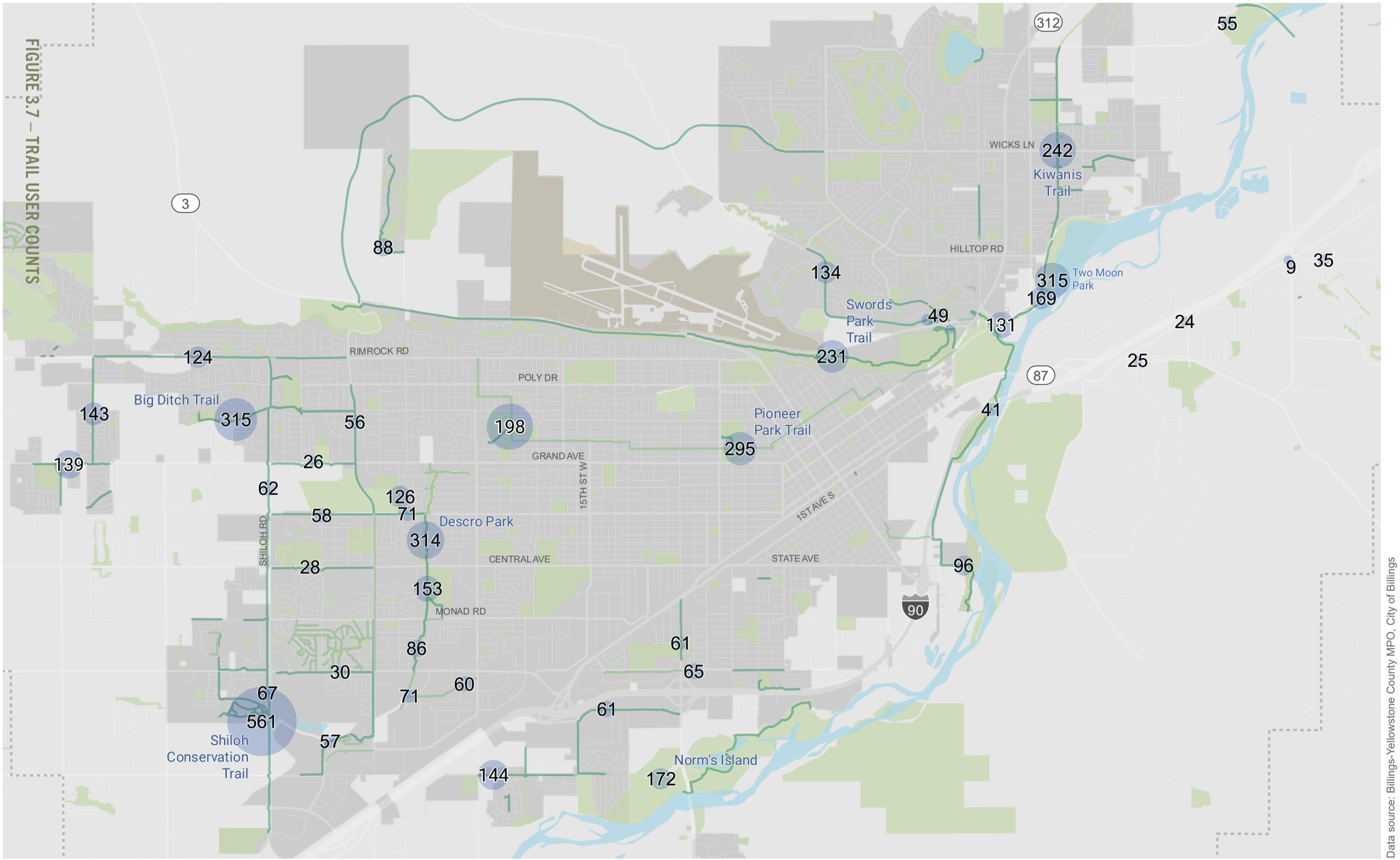
Grand Ave Trail | 27

Total Daily Averages



While Shared Use Path (trail) counts peaked during the COVID-19 pandemic, they remain high at less than a 5% decrease in 2024 over 2020.

Shared use paths appeal to a wide variety of users. as can be seen by their high volume of use.



TRAIL USER COUNTS

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

*Includes all trail users (pedestrians, cyclists, etc.)

2024 Average Daily Counts

- Shared Use Path
- Neighborhood Trail
- MPO Boundary
- City of Billings Boundary

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CHAPTER 4

Community Input

Phase I Outreach

From mid-November 2023 to early January 2024, the general public was engaged in both online and in-person settings to provide input on preference, challenges, and opportunities surrounding bicycle and pedestrian mobility in the Billings Area. Public input was solicited via an online survey and interactive comment map. The in-person open house held in November mirrored the same input opportunities as the online options and are included in this summary of what was heard.

Phase I Participation

201
survey responses

189
map comments from approx. 64 IP addresses

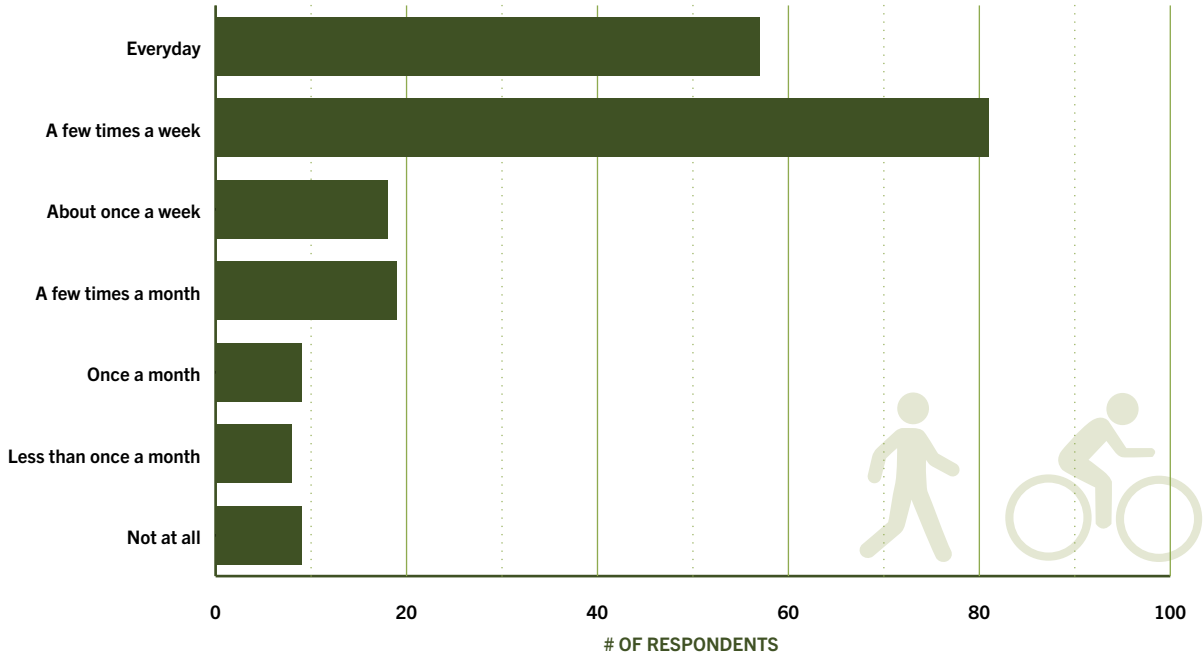
74
event attendees

1800
website visits from 10/13/23-6/1/24

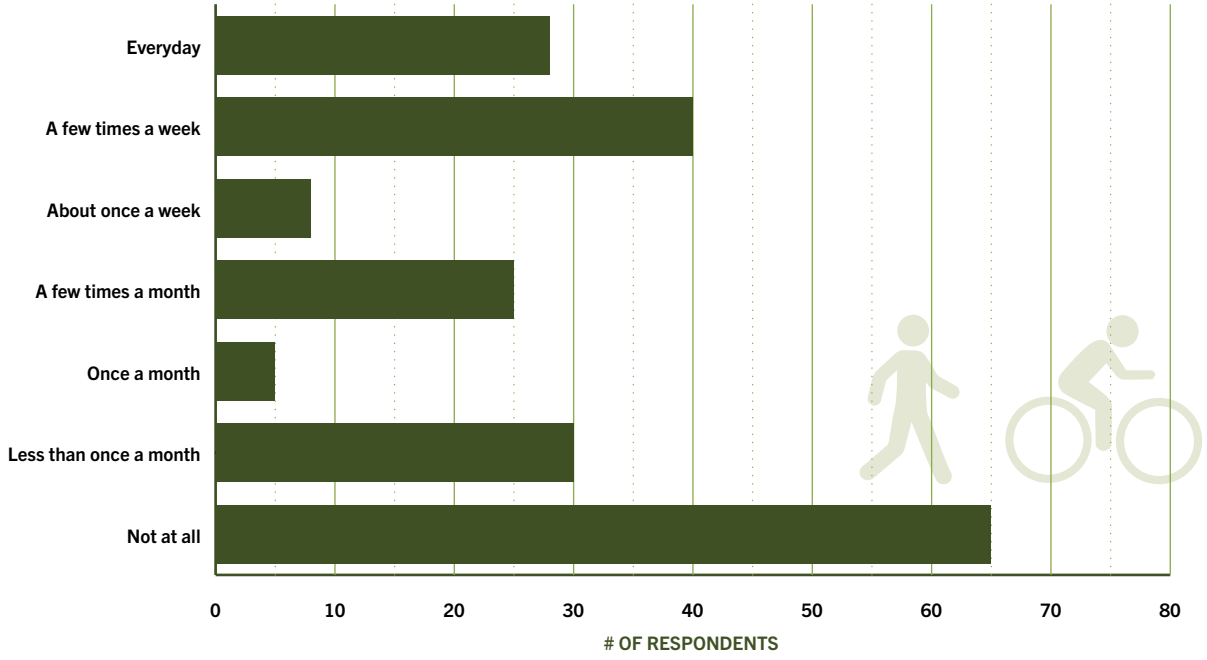
839
unique website users

Online Survey Results

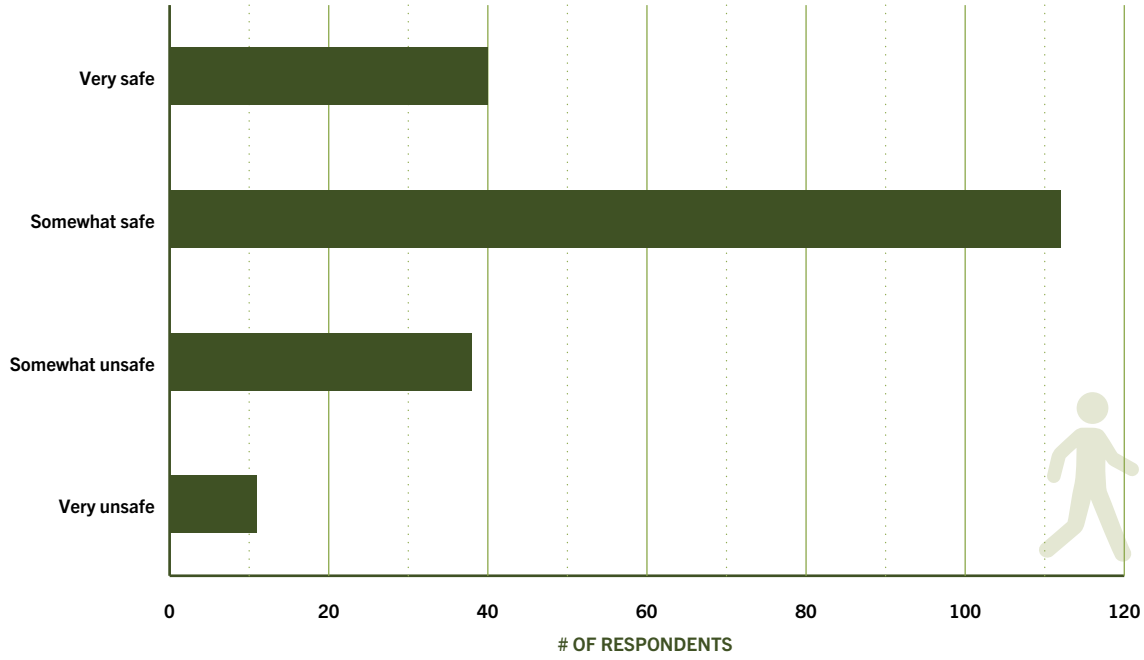
On average, how often do you walk or bike for recreation?



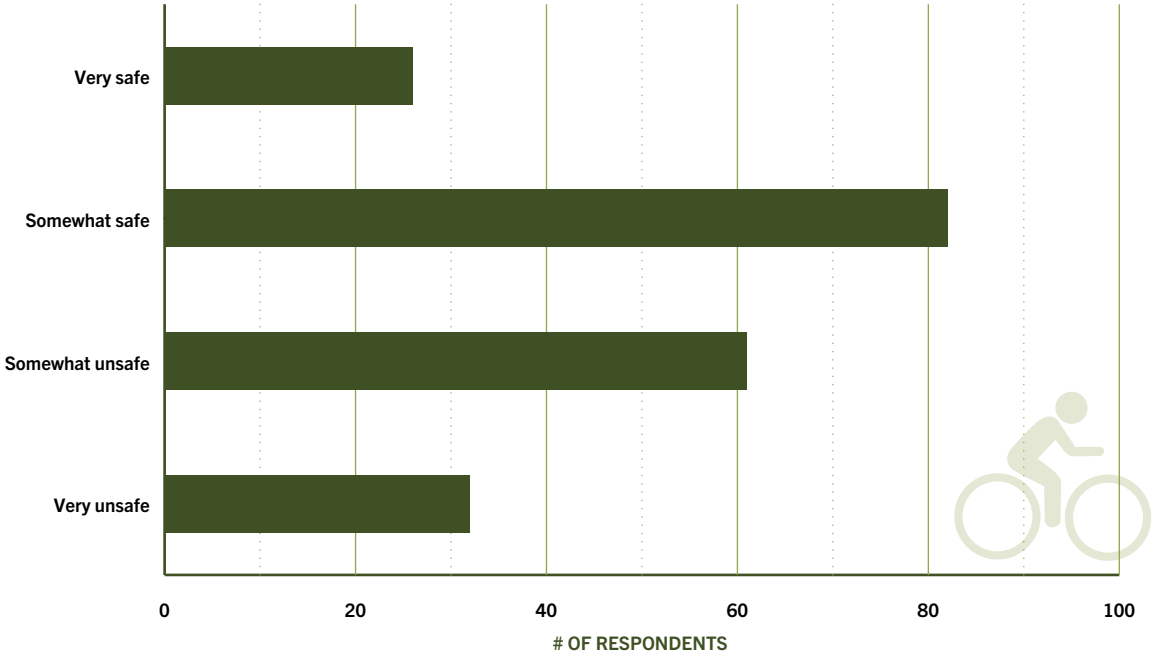
On average, how often do you walk or bike for transportation, including to access transit?



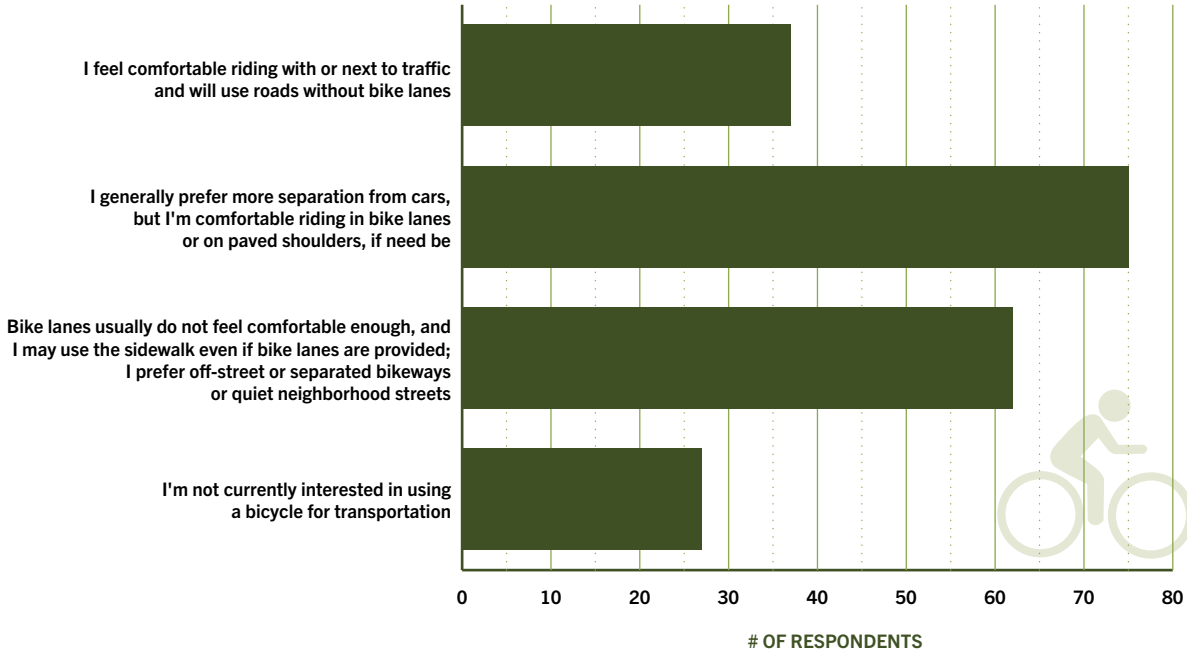
In general, how safe do you feel when walking in Billings?



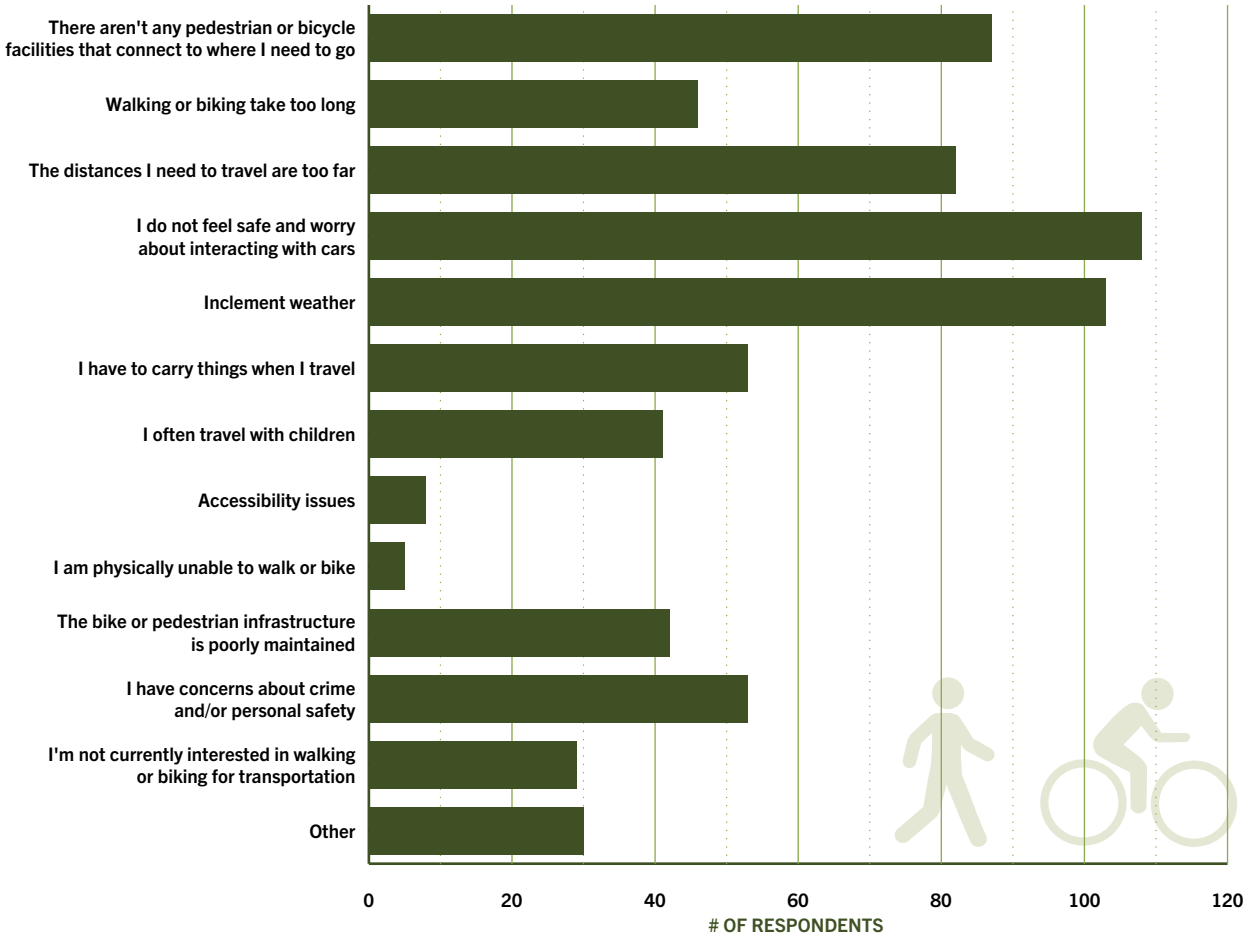
In general, how safe do you feel when biking in Billings?



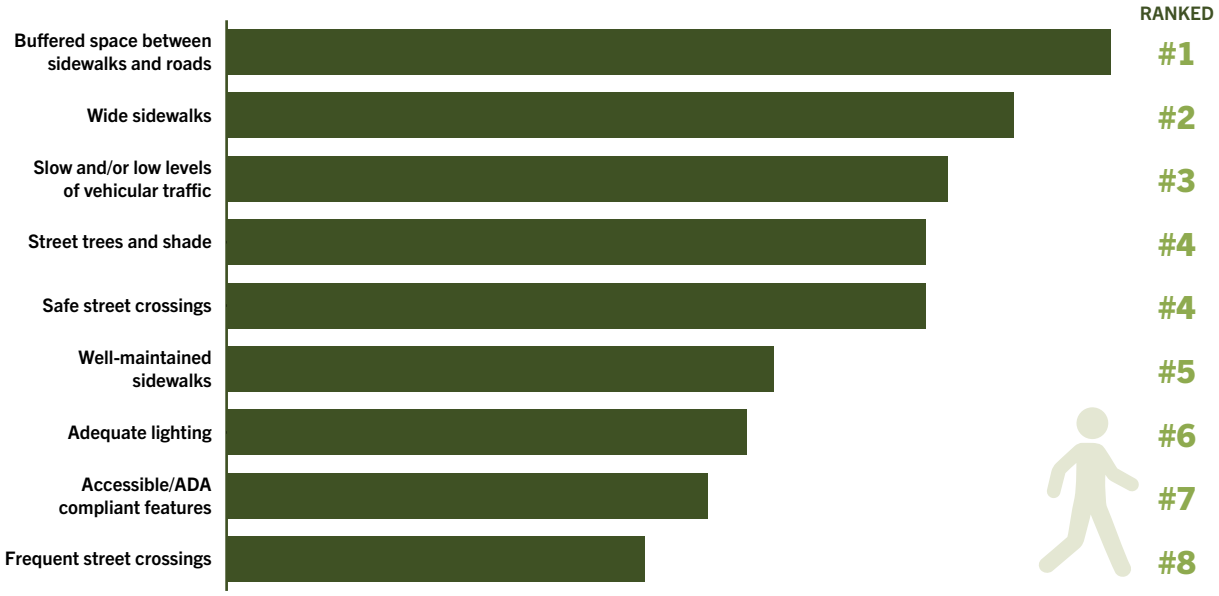
How would you describe yourself when it comes to riding a bicycle?



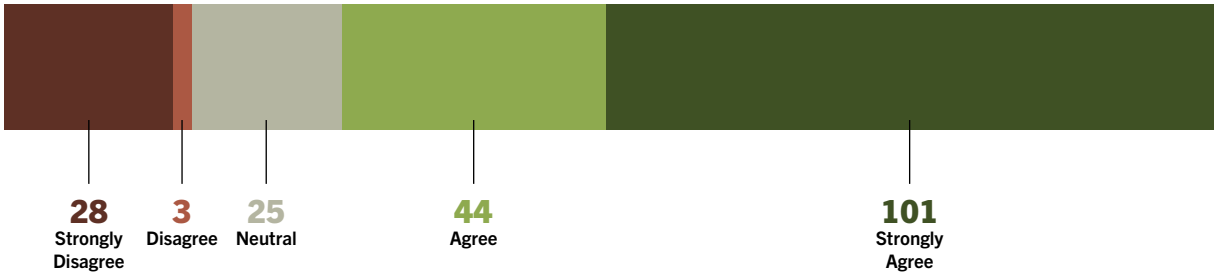
What are some things that prevent you from walking or biking more often?



What is most important to you for a comfortable walking experience? (Ranking question)



I would like to dedicate more investment dollars towards bicycle or pedestrian facilities such as walkways, paved pathways, restrooms, wayfinding signage, etc.



Open-ended Question Response Themes

What would encourage you to walk or bike for transportation more often?

RESPONSE THEME	# COMMENTS	CRITERIA
Infrastructure Improvements	81	Responses indicating a desire for **changes in the physical infrastructure**, such as the construction of new bike lanes, trails, improved crossings, and general enhancements to support walking and biking.
Connectivity	52	Responses emphasizing the **need for improved connectivity between existing paths and trails**, including requests for better-connected routes to destinations like workplaces and shopping areas.
Safety	49	Any response that primarily expressed concerns related to personal safety or the potential danger of biking and walking in certain areas.
Weather and Terrain	21	Feedback related to **weather conditions** impacting the feasibility of walking or biking, as well as comments on the state of sidewalks, trails, and paths in different weather conditions.
Amenities and Comfort	21	Responses indicating a **desire for additional amenities**, such as benches and trees, along walking and biking routes, as well as requests for bike parking and storage facilities.
Traffic Management	14	Concerns or suggestions regarding **traffic management**, including speeding issues and recommendations for better traffic control in neighborhoods.
Travel Distance	10	Concerns related to the **distance between destinations** and ease of getting to destination
Crime and Homelessness	9	Feedback addressing **concerns about crime and suggestions related to addressing homelessness**, with a focus on how these factors impact safety for pedestrians and bikers.
Public Awareness and Education	8	Any suggestion or concern related to the **education of both drivers and the general public regarding pedestrian and bike safety**, including calls for awareness campaigns.
Equipment	6	Owning **equipment that functions properly** or fits the needs of the individual.
Cultural Shift and Community Engagement	4	Responses indicating a **desire for a cultural shift to promote walking and biking**, as well as suggestions for community engagement initiatives.
Incentives and Workplace Support	3	Suggestions or requests for **workplace incentives to encourage walking or biking to work**, as well as comments on the availability of bike-friendly facilities at workplaces and tax incentives.
Specific Trail Requests	3	Explicit requests for the **development or improvement of specific trails or paths**, such as the Skyline Trail or East-West trails.
Public Transportation	2	Feedback expressing a **desire for improved public transportation options**, especially for commuting purposes, and suggestions for enhancements to existing systems.
Concerns About Tax Spending	2	Dissatisfaction or **concerns related to how funds are allocated** and the perceived shift from grant-funded projects to taxpayer-funded initiatives.
Physical Limitations	2	Physical limitations that **hinder the individuals ability to bike or walk** more frequently or for longer distances

What do you like about current walking and biking facilities (trails, sidewalks, bike lanes, neighborhood bikeways, etc.) in Billings and why?

RESPONSE THEME	# COMMENTS	CRITERIA
Trail Quality	111	General comments regarding **preference for or state of the trails and paths**. For example: Separated from roadways, dedicated bike lanes, well lit areas, wayfinding ease, maintenance of trails/paths, scenic views, specific attributes about trails/paths/routes
Existing Routes	66	Specific comments about **existing trails, paths, or routes that are enjoyed or appreciated.**
Accessibility and Connection	52	Remarks about **connectivity and access to trails/paths/routes**, with emphasis on networks of interconnected trails/paths/routes, low- to no-cost, and number of trails/paths.
Infrastructure and Development	26	Feedback on the **development of new biking and walking facilities**, suggestions for infrastructure improvements, such as better signage, lighting, and overall design, requests for more trails/paths, especially connecting different parts of the City, requests for more dedicated bike lanes to enhance safety, requests for improved connectivity between neighborhoods and various parts of the City.
Concerns	23	General **concerns about safety,** especially in high vehicle traffic areas, tax burdens, reckless drivers, general concerns with biking/walking in Billings.
Community Health and Recreation	21	Recognition of **health benefits of walking and biking**, enjoyment of recreational opportunities provided by paths/routes, and general statements about using paths/trails/routes for recreation.

What do you think could be improved about walking and biking facilities (trails, sidewalks, bike lanes, neighborhood bikeways, etc.) in Billings and why?

RESPONSE THEME	# COMMENTS	CRITERIA
Infrastructure Enhancement	96	Responses indicating a desire for **changes in the physical infrastructure**, such as the construction of new bike lanes, trails, improved crossings, signage, general lighting upgrades, and general enhancements to support walking and biking.
Connectivity and Accessibility	54	Remarks about **connectivity and access to trails/paths/routes**, with emphasis on networks of interconnected trails/paths/routes, low- to no-cost, number of trails and paths.
More Parks and Paths	36	Suggestions and comments requesting **additional parks, build out of paths**.
Safety	33	Any response that primarily expressed **concerns related to personal safety**, the potential danger of biking and walking in certain areas, or crime prevention tactics. Requests for **enhanced safety measures** such as upgrades/changes to intersections, 4-way stops, flashing crosswalks, lighting for safety purposes, etc.
Education and Awareness	17	Responses indicating a desire for a **cultural shift to promote walking and biking**, as well as suggestions for community engagement initiatives. Any suggestion or concern related to the **education of both drivers and the general public regarding pedestrian and bike safety**, including calls for awareness campaigns. Publicizing and encouraging the use of trails.
Traffic Management	16	Concerns or suggestions regarding **traffic/vehicle management**, including speeding issues and recommendations for better traffic control in neighborhoods.
Maintenance and Cleanliness	14	Requests and general comments regarding the **general upkeep of bike lanes and paths**, regular litter pickup, and enhanced maintenance.
Amenities and Comfort	14	Responses indicating a desire for **additional amenities**, such as benches, shade trees, water stations, bathrooms, trash cans, etc. along walking and biking routes, as well as requests for bike parking and storage facilities.
Prioritization	7	Requests for **prioritizing infrastructure efforts for active transportation** over purely recreational use, and encouragement for cooperative efforts between city and county areas.
Funding	6	General comments regarding the **funding of new paths**, maintaining paths, or putting funding/dollars towards activities other than biking/walking infrastructure.
Public Transportation	5	Feedback expressing a desire for **improved public transportation options**, especially for commuting purposes, and suggestions for enhancements to existing systems.

Online Interactive Map

The online interactive map allowed the public to explore the existing bicycle and pedestrian network as well as previously planned projects that have yet to be implemented. Participants were prompted to drop markers and draw lines on the map to voice opinions about locations that need bicycle and pedestrian improvements. Map comments are illustrated in Figures 4.1 and 4.2, and are categorized into one of seven categories:

ACCESSIBILITY (6 COMMENTS)

These comments included concerns about barriers to access important destinations or facilities, pointed out facilities that need improvements to accommodate young or inexperienced riders, or identified constrained sidewalks or bike lanes that do not currently meet the needs of all users

CONNECTIVITY (19)

Concerns regarding connectivity focused on connecting the pedestrian and bike network to important origins and destinations, connecting existing fragmented segments and filling in gaps to create a more complete network, leveraging partnerships with developers and local organizations to fill in gaps, coordinating with transit infrastructure to provide multi-modal integration.

INFRASTRUCTURE UPDATE (14)

Residents pointed out specific infrastructure needing maintenance or otherwise not currently meeting the needs of cyclists and pedestrians. These comments also included proposed improvements to existing infrastructure or desired additions.

PROTECTION FROM VEHICLES (28)

These are largely areas that feel unsafe for biking and walking due to a lack of protection from cars. Many of these are unprotected intersections or sections of roads with heavy traffic. Many concerns mentioned speeding as well as overly aggressive or distracted drivers as a barrier to walking and biking, and called for traffic calming, lower speed limits, and physically separated facilities.

CROSSING IMPROVEMENTS (34)

Comments around crossing improvements focused on locations that lack safe pedestrian crossings. These include areas where additional crosswalks are needed or crossings need additional facilities to make them safer, such as more signage, curb bulbouts, or lights. Some residents also suggested grade separated crossings.

PEDESTRIAN EXPERIENCE (7)

Many comments stated the importance and need for an improved pedestrian experience, such as pointing out gaps in the sidewalks, or calling attention to places where adding wider sidewalks, trees, benches, or art would make walking more enjoyable.

OTHER (7)

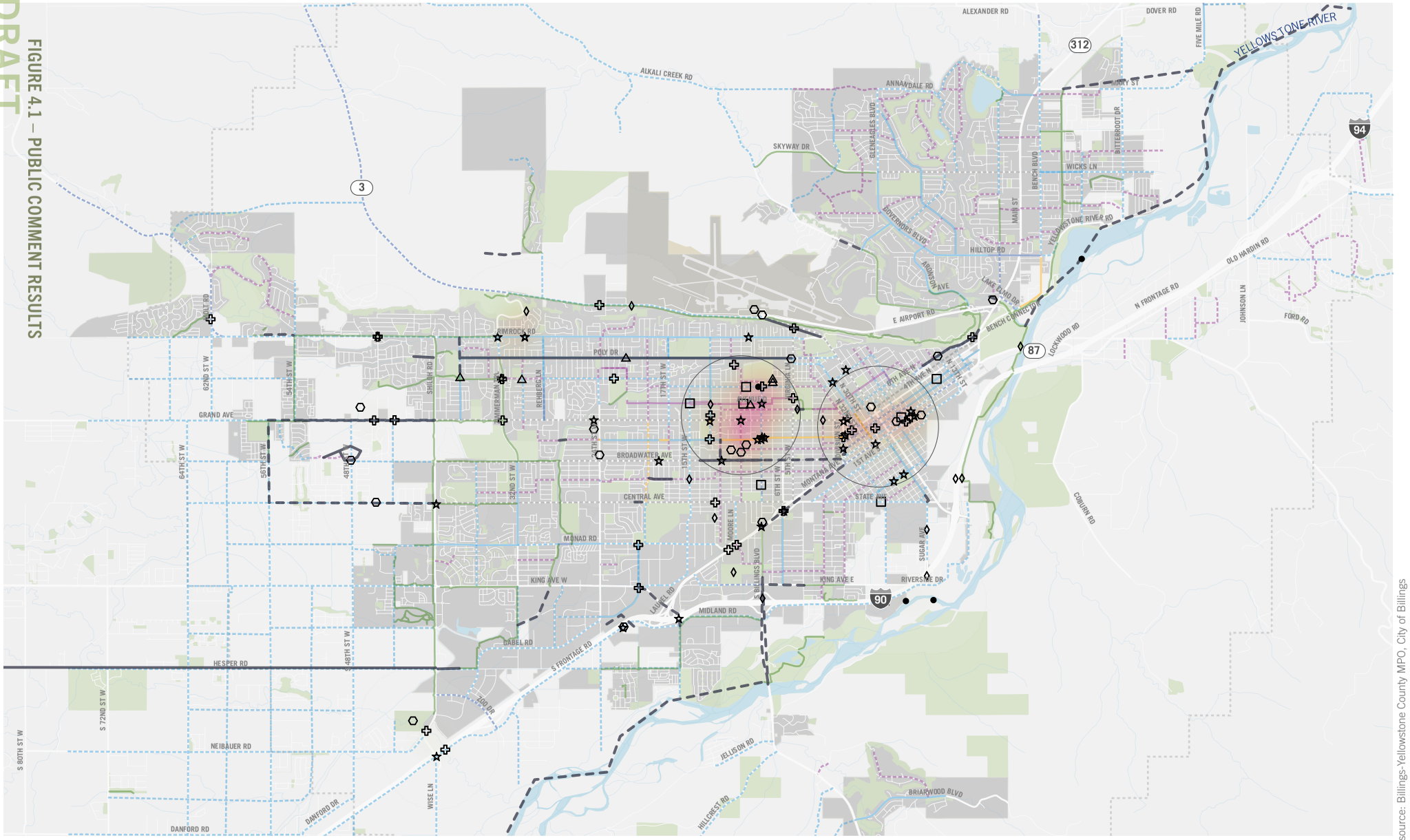
Some of the comments didn't quite fit into the above categories. These included concerns about poor visibility, confusion about trail routes, or questions about specific policies.

LINE SEGMENTS

Some residents chose to draw lines on the map to illustrate their concerns or ideas. These fell into one of two categories: **needed improvements on existing routes**, and **desired new connections**. Needed improvements included comments on trails that need maintenance, better protection from traffic, or other safety improvements to make the experience of walking and biking more comfortable and enjoyable. Comments pointing to new desired connections focused on connecting important origins and destinations that are currently difficult to reach, and suggested extensions of current trails. Corridors that received the most attention included Poly Dr, Broadwater Ave, 6th Ave N, Central and Grand Ave in the West End, and the Yellowstone River.

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FIGURE 4.1 – PUBLIC COMMENT RESULTS



PUBLIC COMMENTS

BILLINGS AREA PEDESTRIAN BICYCLE MASTER PLAN &

COMMENT CATEGORIES

- Accessibility
- Connectivity
- Pedestrian Experience
- Infrastructure Update
- Protection from Vehicles
- Crossing Improvements
- Other
- High Density Areas
- Improve Existing
- New Connection

EXISTING BIKE FACILITIES

- Buffered Bike Lane
- Bike Lane
- Neighborhood Bikeway
- Shared Lane Marking
- Share Use Path

PROPOSED FACILITIES

- Bufferd Bike Lane
- Bike Lane
- Neighborhood Bikeway
- Shared Lane Marking
- Visionary

N

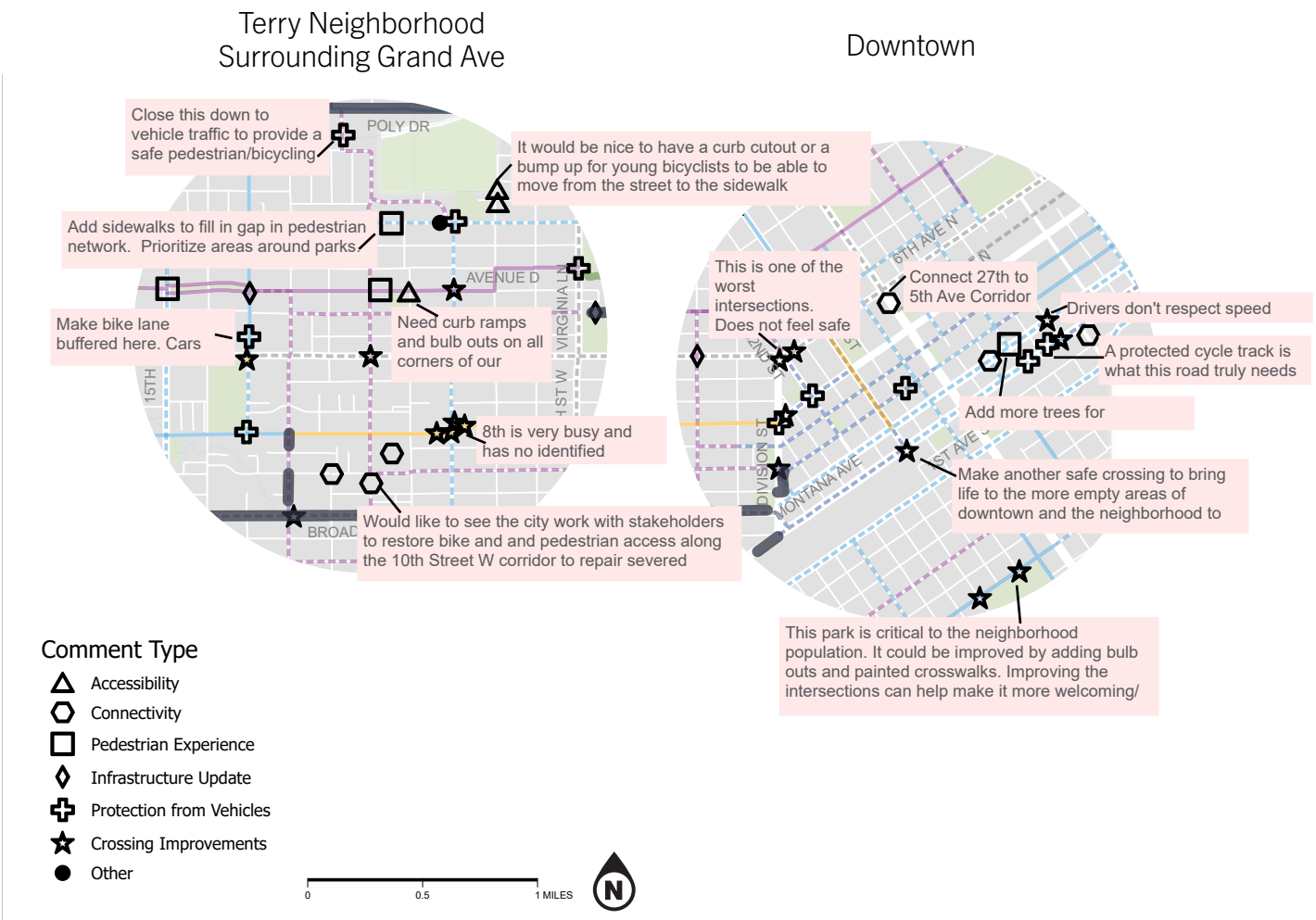
0 2 4 MILES

Data source: Billings-Yellowstone County MPO, City of Billings

Summary

Overall, Billings residents expressed a strong desire for more protection for pedestrians and cyclists, especially young or less experienced riders. Many residents have concerns about speeding cars and distracted drivers and do not feel like popular streets are comfortable without physical buffers and separation from traffic. Many also suggested reduced speeds would help with safety. Lewis Ave, Broadwater Ave, and Division Street were commonly cited as difficult to cross with current infrastructure, traffic speeds and volumes. Montana Ave, Grand Ave, and the downtown area stood out as places where many residents are calling for more protection.

FIGURE 4.2 – AREAS OF FOCUS



Phase II Outreach

Phase II public outreach took place during the month of July 2024; the public was asked to give feedback on the recommended network. Feedback was gathered via the same online interactive mapping tool used in Phase I. In addition to online outreach, the City facilitated a pop-up event along Poly Drive near Veterans Park to drive more traffic to the online comment map and test ideas for a protected bike lane along Poly Drive using temporary materials. MPO staff also talked with more than 200 people at the 2024 Strawberry Fest about what makes a comfortable walking experience.

Phase II Participation

203
map users

186
map comments from 48 IP addresses

310
total event attendees

990
website visits from 7/1/24-8/5/24

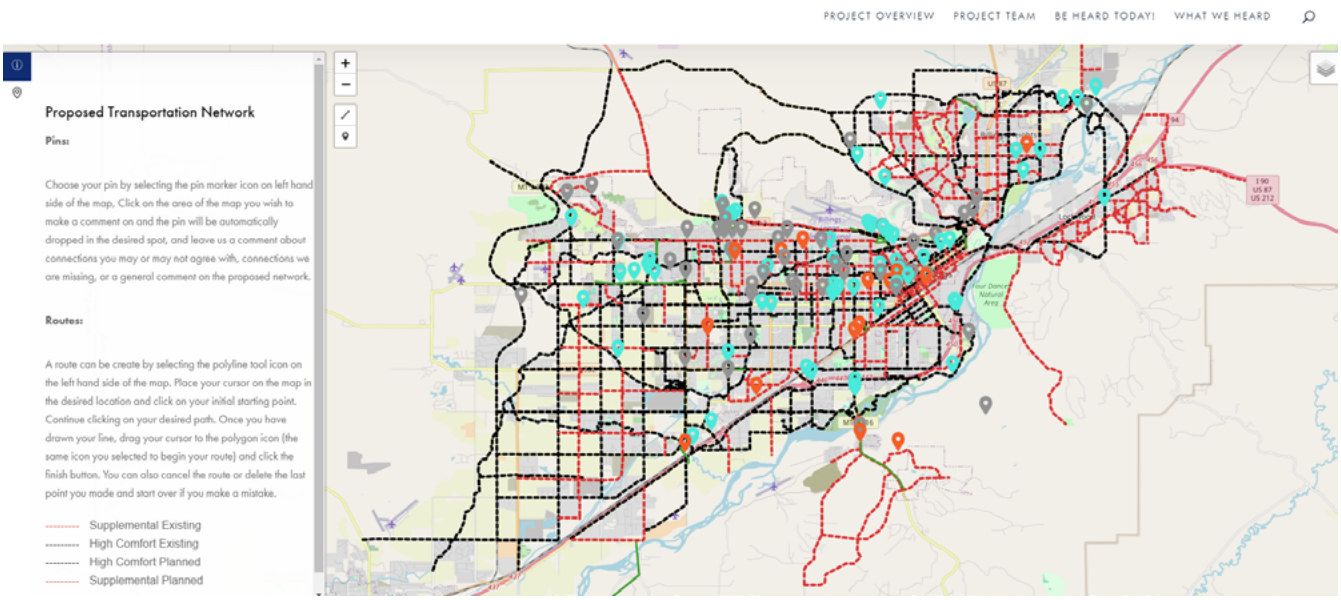
724
unique website users

Online Interactive Map

Similar to Phase I's online interactive map, the Phase II map provided the public with the opportunity to provide feedback on the recommended high-comfort and supplemental networks. Participants were prompted to drop pins along proposed routes and provide feedback to voice support, opposition, or general comments about the project. Figure 4.3 shows a screenshot of the interactive web map. In total, 203 people interacted with the online map and 186 comments were left. Respondents identified things like missing connections and crossings, dangerous path and bike lane conditions, inadequate or poor quality infrastructure, and high speed corridors, among many others. They also indicated what proposed routes they disagreed with and the changes they would make.

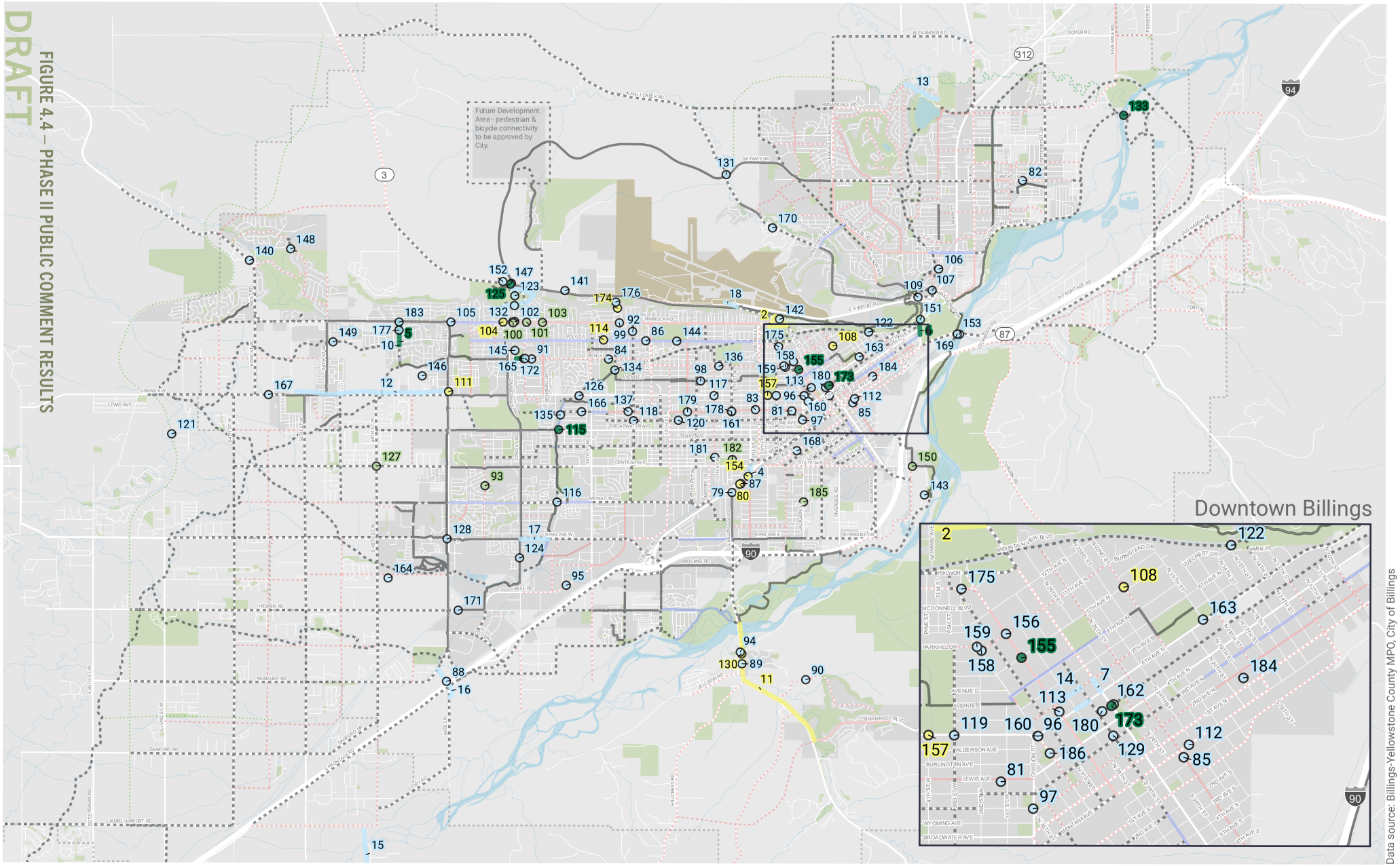
Each suggestion from the interactive web map was evaluated by planning and public works staff and considered for inclusion in the final network recommendations based on feasibility and the goals of the plan. Public suggestions that aligned with the plans goals and were evaluated as feasible additions to the network were flagged as "highly possible" or "possible", while others were flagged for further evaluation or no action at all. In all, 11 projects were added to the recommended network based on public suggestions. Figure 4.4 shows the specific locations and feasibility of all the comments that were received.

FIGURE 4.3 – PHASE II PUBLIC COMMENT RESULTS



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FIGURE 4.4 — PHASE II PUBLIC COMMENT RESULTS



RECOMMENDED NETWORK PUBLIC COMMENTS

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

0 2 4 MILES

Notes:

1. Route alignments and facility types are subject to change pending further study and public input process.

2. "High-comfort" facility types vary depending on context, but imply physical separation from motor vehicle traffic OR a low-speed, low-volume mixed traffic environment.

3. For "supplemental" routes, high-comfort facilities should always be considered and studied for feasibility.

4. Labeled segments are associated with the comments in the Public Suggestions Table, see table for more details.

Active Transportation Network

- High Comfort: Existing, to remain
- High Comfort: Existing, future improvement
- High Comfort: New connection
- Supplemental: Existing, to remain
- Supplemental: New connection
- High Comfort: Future concept

Public Comments

- Highly Possible
- Possible
- Evaluation Needed
- No Action

- Highly Possible
- Evaluation Needed
- No Action

Strawberry Festival

In July, the MPO set up a booth at the annual Strawberry Festival, Billings' largest street festival. Staff gathered input and feedback on people's priorities related to what makes a comfortable walking experience in the City. To engage with the public, they used a pinto bean polling activity, in which each resident who engaged was given three beans to vote on what aspects of comfort were most important to them. 792 votes were cast, and approximately 264 people were engaged during the festival, with the table below providing the details of respondents priorities.

Please note, temperatures topped 100 degrees the day of the outdoor event, which may have influenced the top rank of street trees and shade. During the online outreach, participants said that buffered space between sidewalks and roads, wide sidewalks, and slow and/or low levels of vehicular traffic were most important for a comfortable walking experience. In comparison, Strawberry event attendees were more focused on the condition of the sidewalks and street crossings, in addition to street trees and shade.

What is most important to you for a comfortable walking experience?

PRIORITIES	TOTAL VOTES	PERCENT OF TOTAL VOTES
Street trees and shade	194	24.49%
Well-maintained sidewalk	124	15.66%
Safe street crossings	118	14.90%
Adequate lighting	100	12.63%
Buffered space between sidewalks and roads	66	8.33%
Wide sidewalks	60	7.56%
Slow and low traffic	54	6.82%
Accessibility/ADA compliant features	51	6.44%
Frequent street crossings	25	3.16%



Pop-up Protected Bike Lane

On July 10th, the MPO hosted a pop-up protected bike lane along Poly Dr. near Veterans Park using temporary materials like traffic candles and hay bales. The goal was to test ideas for potential protected bike lanes, promote the plan, and direct more people to the online public comment map for providing feedback on the overall network. In all, 46 people engaged with the demonstration. Feedback on the event was largely positive with attendees remarking that they enjoyed the additional protection from traffic. One attendee remarked that the drivers also seemed more comfortable in their lanes with the additional space afforded to people biking and that drivers tended to swerve away less from the bike lane, indicating that they felt there was a safe distance provided between them and bicyclists in the lane.



CHAPTER 5

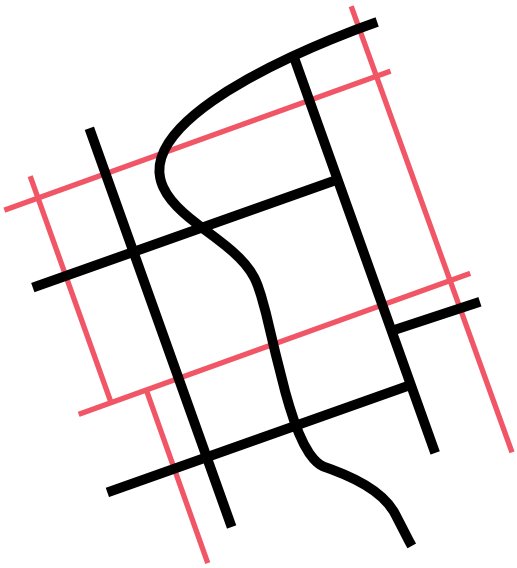
Recommendations

The Network

The recommended bicycle and pedestrian network for the Billings Area builds on previously planned improvements from the 2017 Plan, the existing conditions analysis, and public input. Guided by the goals of this plan, the approach to developing the network was focused on establishing an all-ages-and-abilities network that connects to important destinations in the area. As illustrated on the map in Figure 5.2, planned route improvements are organized into two categories: the high-comfort network and the supplemental network. Please note, recommendations in this plan are subject to change based on development of the upcoming future land use map required by state law and the Transportation Master Plan in development by the City of Billings.

High-Comfort Network

The high-comfort network is meant to be the backbone of the bicycle and pedestrian network and aims to serve a wide variety of bicyclists and pedestrians by emphasizing facility quality and low exposure to motor vehicle traffic. While "high comfort facilities" generally refers to bike facilities in transportation planning vocabulary, high comfort facilities in this plan could include multi-use trails, which are shared by both people who walk and people who bike and roll. Where multi-use trails are implemented after consideration of the surrounding land use and expected user profile, additional consideration should be given to pedestrian crossings of the street.



When implemented, high comfort routes are intended to provide a high-comfort experience where people of all ages and abilities feel confident and safe. Each route in the high-comfort network will require further engineering analysis and public input to determine what specific improvements are appropriate and feasible, but should aim to achieve a post-construction Level of Traffic Stress (LTS) score of LTS 1. It is understood that when design begins, there may be constraints that make it not possible to achieve LTS 1 for some facilities or parts of facilities. If a significant portion of the proposed route is unable to meet LTS 1, Figure 5.1, which is adopted from the *Bikeway Selection Guide from the Federal Highway Administration* (FHWA), may be used to determine alternative solutions.

High-comfort network improvements are typically prioritized before other connections, but may require more effort and resources to implement. See pages 54-60 for more guidance on selecting the appropriate facility.

Supplemental Network

The supplemental network augments the high-comfort network and includes other connections to destinations. It emphasizes making connections, even if high-comfort facilities are not provided; however, high-comfort facilities should always be considered when implementing the supplemental network. The supplemental network will likely consist primarily of striped bike lanes and shared lane markings. While investments should be focused first on completing the high-comfort network, supplemental network improvements may be implemented before high-comfort connections as opportunities arise (e.g., pavement preservation projects, new development, etc.).

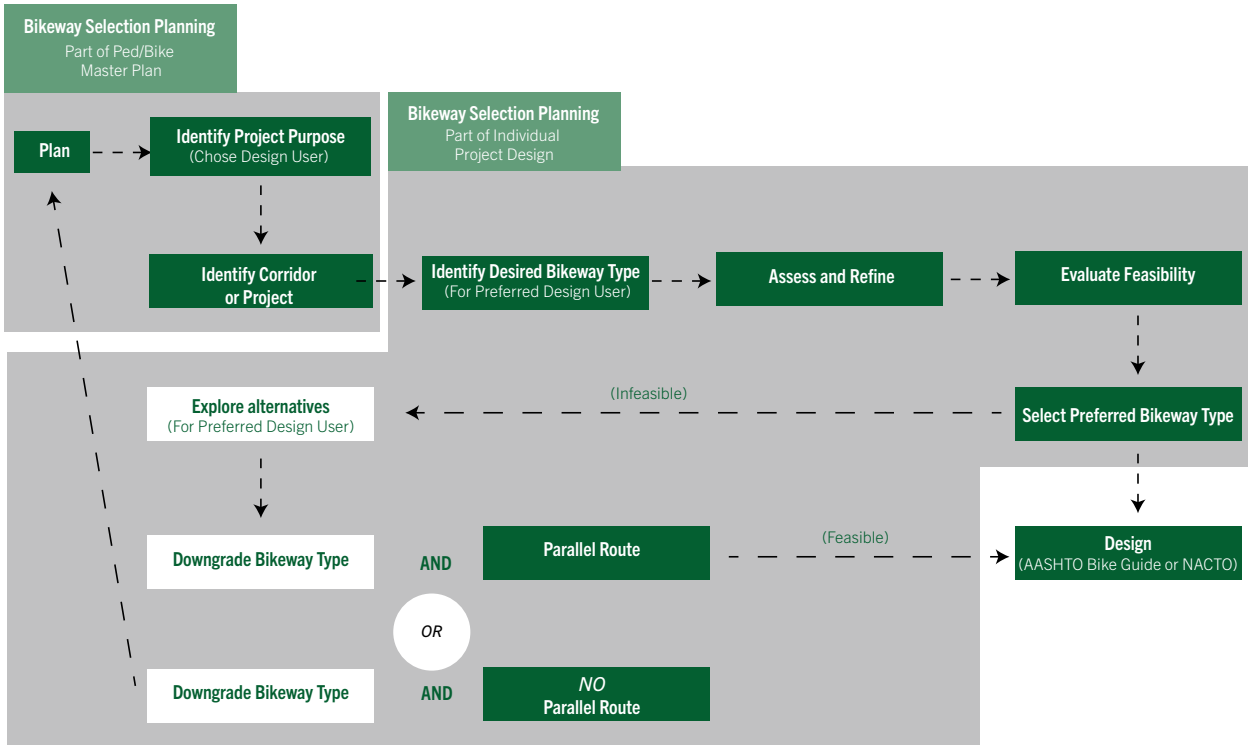
High-Comfort Routes

- Intended to serve all ages and abilities by mitigating exposure to motor vehicle traffic
- Physical separation may not be required depending on roadway context

Supplemental Routes

- Provides additional connections
- May not be feasible or practical to implement high-comfort facilities

FIGURE 5.1 - SUGGESTED PROCESS FOR SELECTING FACILITY TYPE
ADOPTED FROM FHWA BIKEWAY SELECTION PROCESS AND GUIDE OUTLINE



Pedestrian Considerations

Everyone is a pedestrian at some point in their journey, regardless of whether their primary mode is driving, bicycling, riding transit, or walking. Therefore, the Billings area aims for every roadway and trail corridor to be accessible and safe for people walking and using mobility devices. Improvements to the bikeway and trail network inherently benefit both bicyclists and pedestrians. On-street bikeways create a slower, calmer environment for all roadway users, including pedestrians, and shared use paths provide a physically separated pedestrian way. Converting one-way streets to two-way can help slow traffic and increase pedestrian level of comfort.

Pedestrian improvements should be considered on all routes, not just the network identified in Figure 5.2. As previously mentioned, some of these high comfort routes, in the form of shared use paths, are expected to serve pedestrians as well as people biking. Where shared use paths are implemented, designers can consult, "Safe Transportation for Every Pedestrian" or STEP safety counter measures as a guideline for

improving pedestrian crossings. STEP measures are one tool to use in conjunction with other design guidance and federal requirements. STEP measures come from the Federal Highway Administration and include:

- Raised Crosswalks
- In Street Pedestrian Signs
- Advanced "yield here to" Markings and Signage
- Pedestrian Refuge Islands
- Curb Extensions and Bulbouts
- Road Diets
- Grade Separation

Appropriate countermeasures based on speed, volume, and roadway configuration can be determined by reviewing the following tables for uncontrolled crossings.

While this plan groups pedestrian projects with bike projects, previous and future planning efforts specify or will specify additional pedestrian improvements, such as missing sidewalks and enhanced crosswalks. The Safe Routes to School Plan Update, Phase 1 and Phase 2, both completed by the MPO, address pedestrian and biking projects around schools in the urbanized area. Additionally, the standard is to include sidewalks with new streets, the City of Billings Complete Streets Policy ensures all modes are considered on arterial road projects, and the City of Billings subdivision regulations require shared-use paths to be installed with some subdivisions.

Additionally, soon after the completion of this plan the City of Billings will develop a Transportation Master Plan, which may include more robust standards and guidelines for the design and construction of pedestrian facilities along Billings' roadways.

While covered by other documents such as the subdivision regulations, some considerations to guide development of recommended pedestrian realm

TABLE 5.1 – FHWA APPLICATION OF PEDESTRIAN CRASH COUNTERMEASURES BY ROADWAY FEATURE

Roadway Configuration	**Posted Speed Limit and AADT** (Annual Average Daily Traffic)								
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
2 lanes (1 lane in each direction)	❶ 2 4 5 6	❶ 5 6 7 9	① 5 6 ❼ ❾	❶ 4 5 6	❶ 5 6 7 9	① 5 6 ❼ ❾	❶ 4 5 6 7 9	① 5 6 7 9	① 5 6 ❾
3 lanes with raised median (1 lane in each direction)	❶ 2 3 4 5	❶ ❸ 5 7 9	① ❸ 5 ❼ ❾	① 3 4 5 7 9	① ❸ 5 ❼ ❾	① ❸ 5 ❼ ❾	① ❸ 4 5 7 9	① ❸ 5 ❼ ❾	① ❸ 5 ❾
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	❶ 2 3 4 5 6 7 9	❶ ❸ 5 6 7 9	① ❸ 5 6 ❾	① 3 4 5 6 7 9	① ❸ 5 6 ❼ ❾	① ❸ 5 6 ❾	① ❸ 4 5 6 7 9	① ❸ 5 6 ❾	① ❸ 5 6 ❾
4+ lanes with raised median (2 or more lanes in each direction)	❶ ❸ 5 7 8 9	❶ ❸ 5 7 8 9	① ❸ 5 8 ❾	① ❸ 5 7 8 9	① ❸ 5 ❼ 8 ❾	① ❸ 5 8 ❾	① ❸ 5 ❼ 8 ❾	① ❸ 5 8 ❾	① ❸ 5 8 ❾
4+ lanes w/o raised median (2 or more lanes in each direction)	❶ ❸ 5 6 7 8 9	① ❸ 5 ❻ 7 8 9	① ❸ 5 6 8 ❾	① ❸ 5 ❻ 7 8 9	① ❸ 5 ❻ ❼ 8 ❾	① ❸ 5 ❻ 8 ❾	① ❸ 5 ❻ ❼ 8 ❾	① ❸ 5 ❻ 8 ❾	① ❸ 5 ❻ 8 ❾

Given the set of conditions in a cell,

- # Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.
- ● Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.
- ○ Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.*

The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

1 High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs
2 Raised crosswalk
3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line
4 In-Street Pedestrian Crossing sign
5 Curb extension
6 Pedestrian refuge island
7 Rectangular Rapid-Flashing Beacon (RRFB)**
8 Road Diet
9 Pedestrian Hybrid Beacon (PHB)**

treatments in the Transportation Master Plan include:

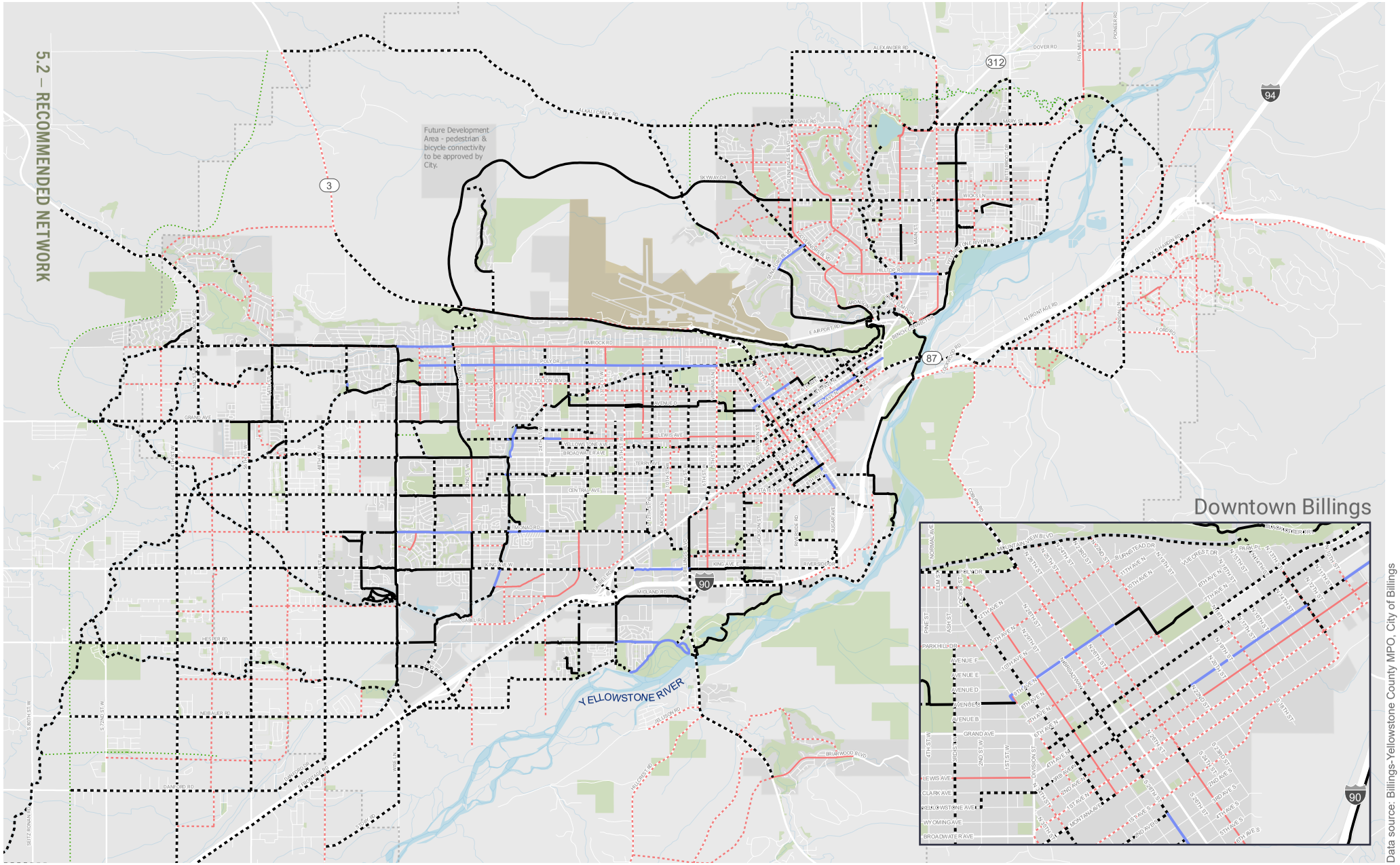
- Sidewalk widths
- How buffer zones, and building frontage zones (if applicable) should react to both pedestrian demand and vehicular roadway characteristics
- Levels of pedestrian demand based on adjacent land uses and by the presence of transit stops. Corridors with a higher density of fronting land uses and transit service typically require greater allocation of space for wider sidewalks, buffer/amenity zones, and space between storefronts and the travelled pedestrian way. Lower intensity adjacent land uses, such as single-family residential neighborhoods, experience less pedestrian demand.

Based on public input from both phases, residents show a clear preference for boulevard sidewalks. Boulevard sidewalks have a buffer, generally 5 feet wide, between the sidewalk and the street which helps increase the level of comfort.

Residents also show a preference for traffic calming, and safe street crossing based on the fact that the highest number of survey respondents responded that they "do not feel safe and worry about interacting with cars" when asked what prevents them from walking and biking more. Slow and/or low levels of vehicular traffic ranked as #3 for the online survey when asking what is most important for a comfortable walking exierence. Safe street crossings ranked as the third most important factor for a comfortable walking expierence from the Strawberry Festival poll.

TABLE 5.2 – SAFETY ISSUES ADDRESSED PER COUNTERMEASURE

COUNTERMEASURES	CONFLICTS AT CROSSING LOCATIONS	EXCESSIVE VEHICLE SPEED	INADEQUATE CONSPICUITY/ VISIBILITY	DRIVERS NOT YIELDING TO PEDESTRIANS	INSUFFICIENT SEPARATION FROM TRAFFIC
Crosswalk visibility enhancement	X	X	X	X	X
High-visibility crosswalk markings	X		X	X	
Parking restriction on crosswalk approach	X		X	X	
Improved nighttime lighting	X		X		
Advanced "yield here to"markings and signage	X		X	X	X
In-Street Pedestrian Crossing sign	X	X	X	X	
Curb extension	X	X	X		X
Raised crosswalk	X	X	X	X	
Pedestrian refuge island	X	X	X		X
Pedestrian Hybrid Beacon	X	X	X	X	
Road Diet	X	X	X		X
Rectangular Rapid-Flashing Beacon	X		X	X	X



RECOMMENDED NETWORK

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

DRAFT

0 2 4 MILES

Notes:

1. Route alignments and facility types are subject to change pending further study and public input process.

2. "High-comfort" facility types vary depending on context, but imply physical separation from motor vehicle traffic OR a low-speed, low-volume mixed traffic environment.

3. For "supplemental" routes, high-comfort facilities should always be considered and studied for feasibility.

- High Comfort: Existing, to remain
- High Comfort: Existing, future improvement
- High Comfort: New connection
- Supplemental: Existing, to remain
- Supplemental: New connection
- High Comfort: Future concept

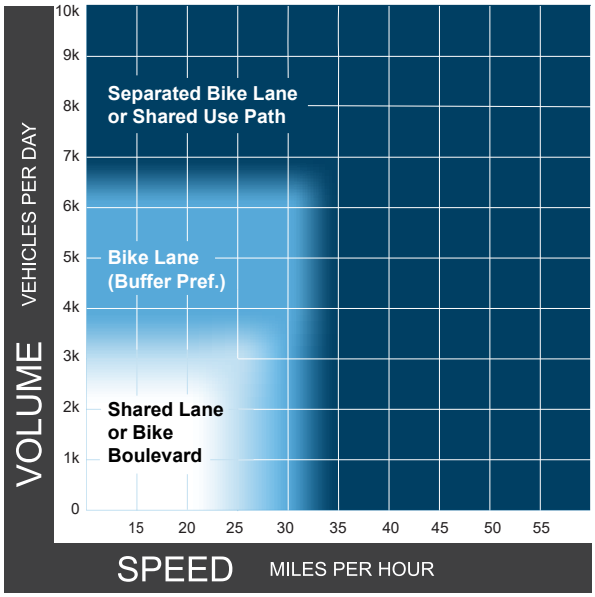
Data source: Billings-Yellowstone County MPO, City of Billings

Selecting the Appropriate High Comfort Facility

Figure 5.2 does not identify specific facility types, but instead indicates where the MPO intends to prioritize high-comfort facilities. Each project will be addressed individually and assessed for available right-of-way, public support, and any engineering constraints impacting project feasibility. Figure 5.3 is a resource developed by the Federal Highway Administration (FHWA) to guide decision making for appropriate facility type selection based on roadway speeds and volumes.

FIGURE 5.3 – FHWA BIKEWAY SELECTION MATRIX

Chart assumes operating speeds are similar to posted speeds; use operating speeds if available



While there is flexibility in the chart above, the *Separated Bike Lanes on High Speed Roadways* report from FHWA notes that "The FHWA Bikeway Selection Guide advises planners to propose separated bike lanes on all higher speed roads in order to meet an all-ages-and-abilities goal" and later states that "Higher speed roadways were defined for the purpose of this guide as roadways with a posted speed limit of 35 mph or greater."

Facility Toolbox

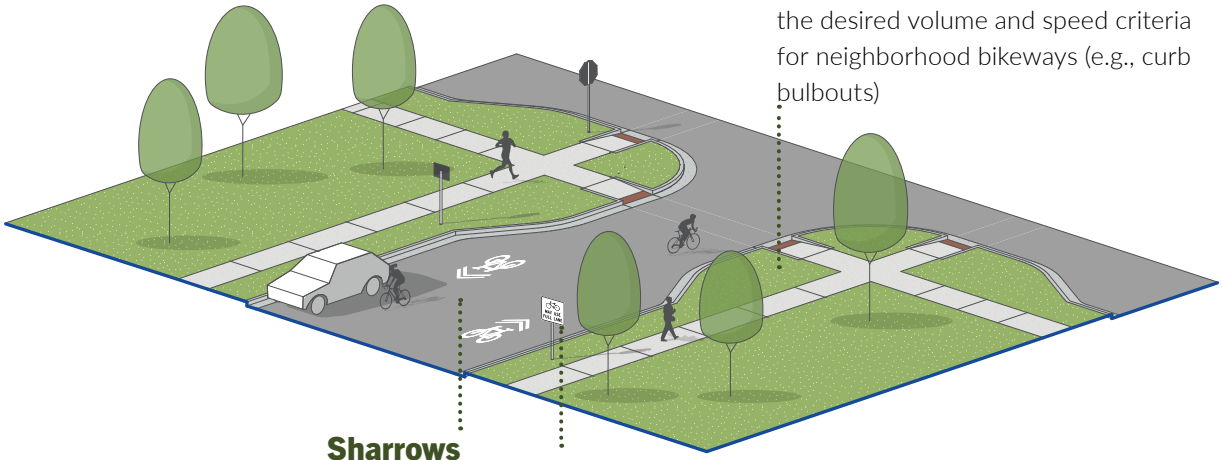
The following pages outline best practices for various bicycle and pedestrian facility types. Thresholds for roadway speeds and volumes are based on national guidance for achieving a high-comfort, or all-ages-and-abilities, network. The designs referenced below are for high comfort facilities; the supplemental network may use facilities like bike lanes on roads with high speeds and volumes than listed below.

When implementing improvements to a route, engineering judgement should be used to determine the most appropriate facility type based on available right-of-way, roadway characteristics, land use context, and public input. In addition to the considerations in this chapter, the City of Billings references the *Heritage Trail Design* document when designing trail and bikeway facilities. Those design standards can be found here: https://mt-billingspublicworks.civicplus.com/DocumentCenter/View/101/Design-Standards-PDF The latest standards for high comfort facilities can be found in publications such as the *Guide for the Development of Bicycle Facilities* from the American Association of State Highway and Transportation Officials (AASHTO) or the *Urban Bikeway Design Guide* from the National Association of City Transportation Officials (NACTO). New versions of both of these documents were published in late 2024 and early 2025 respectively. Additional design guidance from governmental agencies such as FHWA may be referenced during the design process

Neighborhood Bikeways

Traffic Calming

Traffic calming measures can be implemented as required to achieve the desired volume and speed criteria for neighborhood bikeways (e.g., curb bulbouts)



Sharrows

Shared lane markings (sharrows) may be used to assist cyclists with lateral positioning, to alert road users, etc

Signage

Branded wayfinding signage from the approved Billings Wayfinding Signage Plan and regulatory signage as required by the Manual on Uniform Traffic Control Devices (MUTCD) marks the route

Neighborhood Bikeways are generally quiet neighborhood streets with lower vehicle volumes & speeds. Bicyclists and pedestrians are prioritized by managing speeds and volumes via traffic calming elements. Signage, pavement markings, and safe crossings at busy streets are also incorporated. These improvements will need to be determined on a case-by-case basis, studied, and recommended by the project designer.

FHWA High-Comfort Guidelines

Volume: ≤ 3,000 vehicles per day

Roadway Speed: ≤ 25 MPH

If Need, Paired With: Traffic Calming, Wayfinding

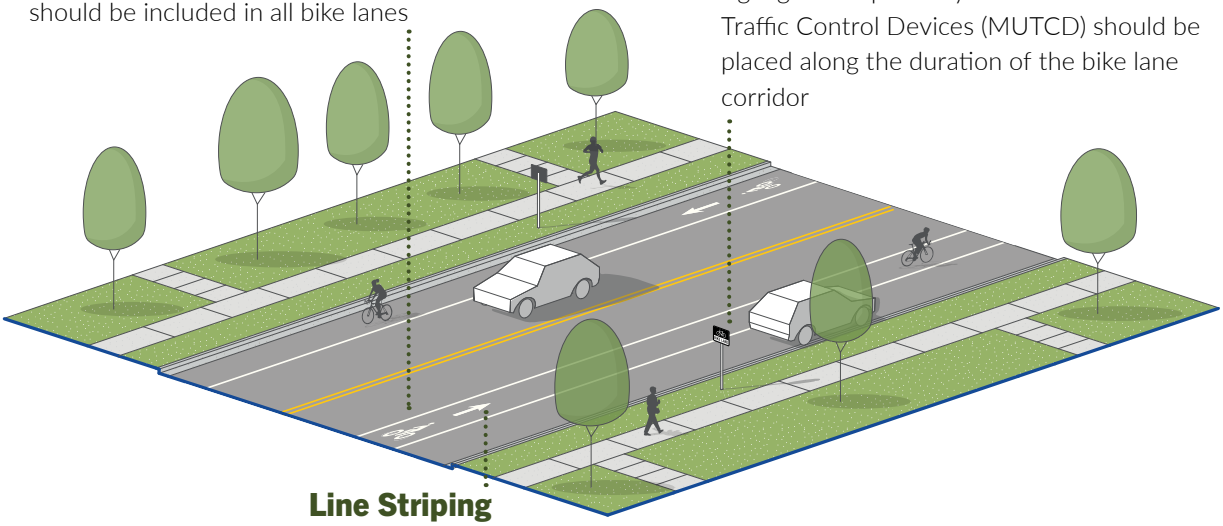
Bike Lanes

Bike Lane Symbol

The standard bike lane pavement legend should be included in all bike lanes

Signage

Branded wayfinding signage from the approved Billings Wayfinding Signage Plan and regulatory signage as required by the Manual on Uniform Traffic Control Devices (MUTCD) should be placed along the duration of the bike lane corridor



Line Striping

Striped lines should be placed to visually separate vehicle traffic and parking spaces from bike lane traffic

Bike Lanes designate exclusive space for bicyclists through the use of striping, pavement markings, and signage. They are located adjacent to motor vehicle travel lanes and are typically used in the same direction of traffic flow, however contra-flow lanes are sometimes implemented along one-way streets. More width should be provided adjacent to on-street parking.

FHWA High-Comfort Guidelines

Volume: ~2,500-less than 7,000 vehicles per day

Roadway Speed: ~25-less than 35 MPH

Width

Refer to latest *Guide for the Development of Bicycle Facilities* from AASHTO or *Urban Bikeway Design Guide* from NACTO

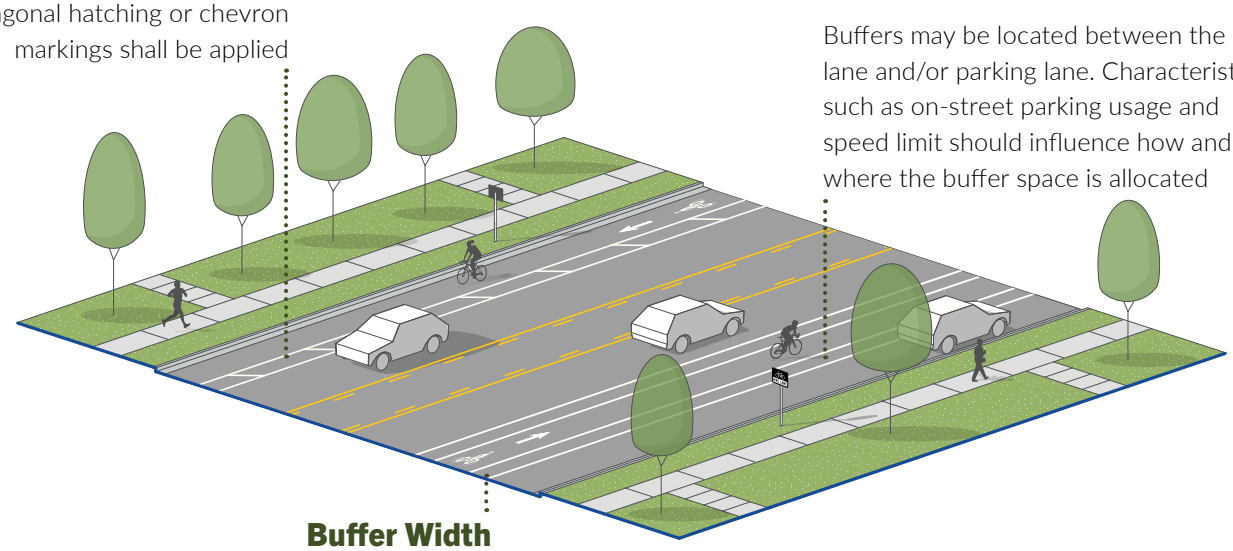
Buffered Bike Lanes

Buffer Striping

If a buffer is wider than 3', diagonal hatching or chevron markings shall be applied

Buffer Placement

Buffers may be located between the bike lane and/or parking lane. Characteristics such as on-street parking usage and speed limit should influence how and where the buffer space is allocated



Buffer Width

Buffers should be a minimum of 18" in width. However, wider is preferred

Buffered Bike Lanes are similar to bike lanes, but include an additional striped buffer to provide visual separation between the bike lane and the adjacent motor vehicle travel lane and/or parking lane.

FHWA High-Comfort Guidelines

Volume: ~2,500-less than 7,000 vehicles

Roadway Speed: 25-less than 35 MPH

Width

Refer to latest *Guide for the Development of Bicycle Facilities* from AASHTO or *Urban Bikeway Design Guide* from NACTO

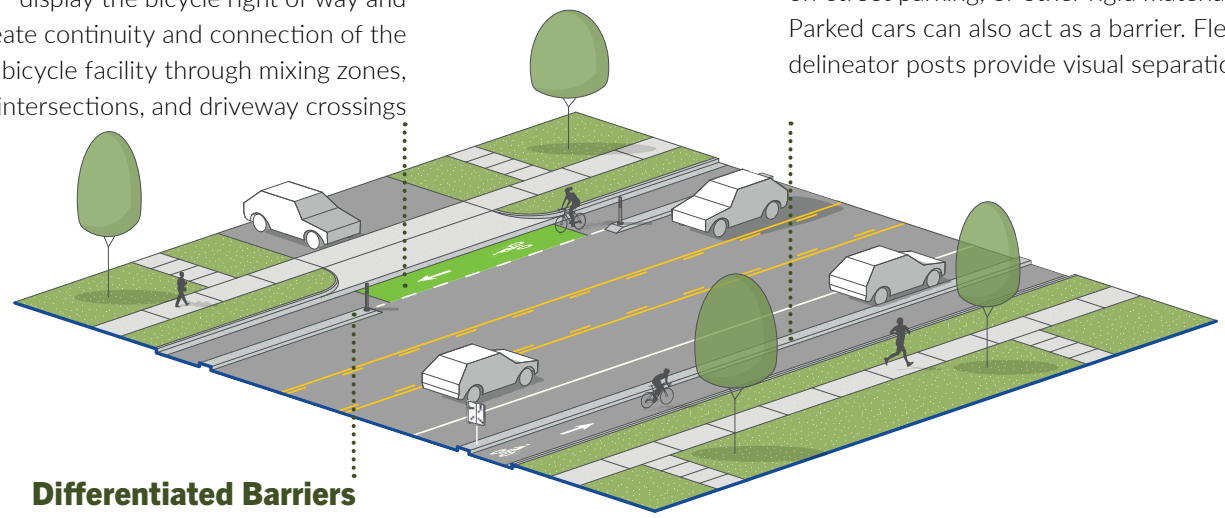
Separated Bike Lanes

Conflict Markings

If included, green conflict markings display the bicycle right of way and create continuity and connection of the bicycle facility through mixing zones, intersections, and driveway crossings

Physical Barrier

Materials for barriers may include concrete curbing, jersey barriers, bollards, planters, on-street parking, or other rigid materials. Parked cars can also act as a barrier. Flexible delineator posts provide visual separation



Differentiated Barriers

A physical barrier should be clearly marked at an intersection or driveway through the use of a colored surface and/or delineators

Separated Bike Lanes are on-street bikeways that are physically separated from vehicle traffic by a vertical element between the bikeway and vehicular travel lane. They typically share the same elevation as the travel lanes, but the bikeway could also be raised above the street level, either at or below sidewalk level.

FHWA High-Comfort Guidelines

Volume: 7,000+ vehicles per day

Roadway Speed: 30+ MPH

Width

Refer to latest *Guide for the Development of Bicycle Facilities* from AASHTO or *Urban Bikeway Design Guide* from NACTO

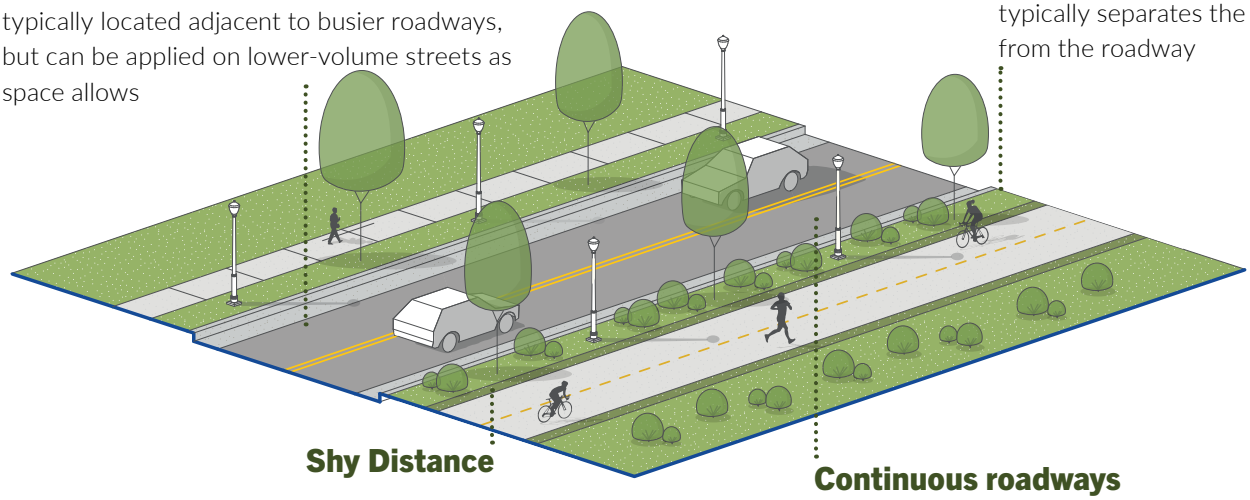
Shared Use Path (Parallel to Roadway)

Typical Location

Shared use paths parallel to roadways are typically located adjacent to busier roadways, but can be applied on lower-volume streets as space allows

Buffer

A paved or landscaped buffer typically separates the sidepath from the roadway



Shy Distance

A clear or shy zone between edge of sidepath and any vertical obstructions such as utility poles, signs, or trees allows the full width of the trail to be used effectively

Continuous roadways

Sidepaths are applied most effectively on roadways with limited driveway entrances/ exits. At driveways, sidepaths should maintain the grade wherever possible

Shared Use Paths, parallel to roadways, are paved off-street pathways that run alongside roadways and are designed to accommodate two-way, non-motorized travel, including bicyclists, pedestrians, skaters, wheelchair users, joggers, and other users. They are preferable for bicyclists of all skill levels due to their separation from traffic.

FHWA High-Comfort Guidelines

Volume: 7,000+ vehicles per day

Roadway Speed: 30+ MPH

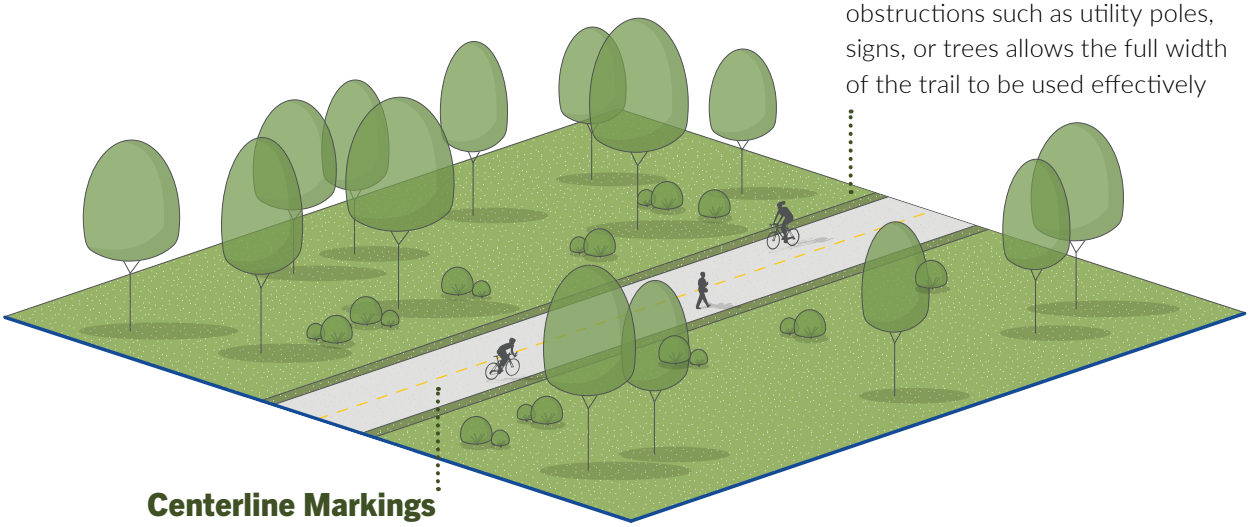
Width

Refer to latest *Guide for the Development of Bicycle Facilities* from AASHTO or *Urban Bikeway Design Guide* from NACTO or local subdivision regulations

Shared Use Path

Shy Distance

A clear or shy zone between edge of sidepath and any vertical obstructions such as utility poles, signs, or trees allows the full width of the trail to be used effectively



Centerline Markings

Centerline markings may be used, and are especially recommended in congested areas, at intersection approaches, or where visibility concerns exist

Shared Use Paths, or trails, are paved off-street pathways that are completely separated from the roadway and can serve both recreation and transportation-related trips. When located away from roadways, they are desirable for all skill levels, given minimal street crossings.

Width

Refer to latest *Guide for the Development of Bicycle Facilities* from AASHTO or *Urban Bikeway Design Guide* from NACTO or local subdivision regulations

Program & Policy Recommendations

In addition to making physical improvements to the bicycle and pedestrian network, the Billings Area is committed to improving the safety and convenience for people walking and bicycling through non-infrastructure initiatives, or programs and policies. Table 5.3 provides a list of program and policy recommendations that aim to make the Billings Area a more walkable and bikeable area.

TABLE 5.3 – PROGRAM & POLICY RECOMMENDATIONS

PROGRAM NAME	TYPE	DESCRIPTION	STATUS	FUTURE RECOMMENDATIONS
Bicycling Skills Training	Education	Provide bicyclists with needed road and riding skills	Current efforts include: Kids In Motion (KIM) curriculum still being distributed to Health Enhancement Teachers prior to KIM visits; Waves and Wheels at the Oasis and the education provided by the Lockwood Pedestrian Safety District. City staff are unsure how many Health Enhancement teachers implement the KIM curriculum. Having a dedicated staff member to provide the teach the lessons to students would be a benefit.	Organize staff member visits to schools
Road User Respect Campaign	Education	Increase respectful behavior between bicyclists, pedestrians, and motorists	Take the Hi Road PSAs, which were a partnership between TrailNet and Public Works still sometimes run.	Discuss with Billings TrailNet to see if they would consider running additional PSAs.
Education about traffic laws and how to use new infrastructure	Education	Educate both drivers and walkers/bikers about the laws related to sharing the road	A Safe Routes to School educational campaign funded by a Safe Streets for All grant from the US Department of Transportation will address this.	Develop campaign. In addition to covering laws such as yielding to crosswalk users, consider educating pedestrians on how to use ped activated lights (RRFBs)
Share the Trail Campaign	Education	Encourage responsible, respectful behavior by trail users	Trail etiquette signs are beginning to be implemented as part of the wayfinding signage. Funding and time is needed to map out signs.	Continue implementing signage and explore other outlets such as social media.
Bicycling and Trails Website	Education	Provide Billings bicycling information on a single website	Website exists, but some information is old	Continue to update

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PROGRAM NAME	TYPE	DESCRIPTION	STATUS	FUTURE RECOMMENDATIONS
Coordination with MET Transit	Education and Encouragement	Promote MET Transit to help residents extend active trips	The Commuter Challenge includes MET Transit and recent outreach events, including for this plan, have targeted MET Transit riders. Use of the bike racks on MET buses has skyrocketed from 8,662 uses in 2023 to 14,421 uses in 2024.	Continue to encourage use of MET Transit and explore options to introduce walkers, bikers and rollers to using MET for longer trips or in the winter.
Bike Month	Encouragement	Encouraging bicycling to work and school through fun, social activities and incentives	The program is in progress. In May, RiverStone Health helps organize bike/walk to school competitions. Commuter Challenge takes place in June, which is mainly for adults.	Continue program while brainstorming ways to involve businesses and partners. It may be possible to combine with bicycle benefits program.
Bikeshare System	Encouragement	Promote work-related trips by bicycle; reduce daytime vehicle trips	Bike and Scooter Share Feasibility study completed in 2020. Several companies have approached Billings about bringing shared micromobility to town. Staff want to develop an RFP for potential providers.	City to consider development of an RFP to define priorities and implementation.
Bicycle Benefits Program	Encouragement	Create incentives for bicycling by partnering with local businesses to provide discounts on purchases for registered bicyclists	Incentives offered annually as part of Commuter Challenge but not year round.	Explore options for combining program with Bike Month.
Bicycle and Trails Map	Encouragement	Provide route and facility information, as well as highlight walking and bicycling destinations	An app has also been created. Multiple different entities distribute their own materials. Consolidation of information would ensure consistent information is distributed.	Continue to distribute maps and update app.
Walking to School Promotion	Encouragement	Facilitate activities that get students excited about walking to school.	RiverStone Health currently runs a committee that helps get walking school buses started, “Walktober”, and more.	Continue supporting walk to school activities.

PROGRAM NAME	TYPE	DESCRIPTION	STATUS	FUTURE RECOMMENDATIONS
Wayfinding Signage	Encouragement	Increase navigability of the shared use path and bikeway system	Wayfinding signage is being implemented with new shared use path and bikeway projects.	Continue implementing wayfinding signage along new and existing facilities.
Safety Equipment Use	Encouragement	Encourage the use of bicycle lights, helmets, and reflective clothing by promoting the use of this equipment and hosting equipment giveaways	Lockwood Ped. Safety District gives away some helmets and reflective slap bands to 4th graders in May. Previously, the school district had a grant from St. Vincent Healthcare (now Intermountain Health) to sell helmets to students at $5/helmet, but the grant funding was exhausted. Both hospitals sell low cost helmets, but they are not free. Gifted and talented students from grades 2-3 in Billings Public Schools developed a campaign to fund free helmets and as of this writing have fundraised for about 270 helmets.	Encourage organizations and school districts to coordinate their efforts, sharing resources, establishing best practices, and program development costs.
Organized Bicycle Rides	Encouragement	Organize critical mass rides to raise awareness of bicyclists in the community	Tour de Fleur, a bicycling event by Billings TrailNet, has occurred annually since 2016. The Commuter Challenge has done a "Slow Walk/ Roll" for its kickoff event for several years.	Continue to support rides, as well as organize rides with different purposes: accessibility, youth rides, etc.
Fun Runs	Encouragement	Use of trails for running/ walking events	Many fun runs/runs exist throughout the community. Some use trails or the neighborhood bikeway.	Continue to organize more events
Conduct walkability, accessibility, and park audits	Encouragement	Conduct audits in the city's parks to assess accessibility conditions, lighting, and improve safety	Healthy By Design completed a Parks RX program where they evaluated two parks and created walking route maps showing conditions on the trails. Crime Prevention Through Environmental Design (CPTED) is a City priority, and the City has conducted CPTED audits on some parks.	Formalize Billings' CPTED criteria and lead walking audits
City of Billings Bicycle Friendly Business (BFB)	Encouragement	Encourage employees to commute by bicycle through programs and on-site bicycle parking	With developments such as the new City Hall containing indoor bike parking, applying for BFB status could lead to the City becoming certified.	City of Billings should apply for BFB status, encouraging businesses around Billings to also take steps to achieve BFB status as well

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PROGRAM NAME	TYPE	DESCRIPTION	STATUS	FUTURE RECOMMENDATIONS
Street Trees	Encouragement	Increase the number of street trees in Billings to help provide pedestrians protection from sun and extreme heat.	Street trees and shade rose to the top of the list of elements important for creating a comfortable walking experience during the Strawberry Fest outreach event. Parks and Recreation has a grant to plant street trees in Billings and trees are now required through the City of Billings zoning code in some districts.	Continue implementation of the tree grant from Parks and Recreation and discuss tree planting as an important part of walkability.
Lighting	Encouragement	Promote street lighting as an important element of walkability.	Lighting was one of the top 3 most important elements for creating a comfortable walking experience to Strawberry Festival participants. Lighting is now required in residential subdivisions in the City.	Implement lighting through the subdivision process and look for ways to incorporate lighting into new and existing bicycle and pedestrian facilities.
Boulevard Sidewalks	Encouragement	Continue to require and build sidewalks with a boulevard (buffer) between the sidewalk and the street.	During public outreach, Billings residents showed a clear preference for separation between the sidewalk and the street. Boulevards (buffers) are required by City subdivision regulations and are the standard for City projects, unless space does not allow.	Continue building boulevard sidewalks. Incorporate boulevards into the Transportation Master Plan recommendations.
Volunteer Bike Patrol Unit (VBPU)	Enforcement	The VBPU patrols the city's bike trails and parks and leads bike patrols in identified hot spot areas to report suspicious activities. Volunteers more commonly serve as "trail ambassadors," providing a positive presence on the trail system to help people feel safe.	The program is currently paused, however the Bicycle Advisory Committee would like it to continue.	Follow up with Bicycle Advisory Committee and City Police Volunteer Coordinator
Increase Traffic Enforcement	Enforcement	Increase the budget for traffic enforcement in the City of Billings to allow additional officers to be assigned to traffic detail	A Safety mill levy, which passed several years ago, provided more funding for police officers, including traffic enforcement.	Continue a focus on traffic enforcement

PROGRAM NAME	TYPE	DESCRIPTION	STATUS	FUTURE RECOMMENDATIONS
Establish Comprehensive Counts Program	Evaluation	Collect data on bicycling and trail use using automated counters	In recent years, the City has shifted entirely to automatic counts. Due to this, not as many ped. counts have been taken. There is one counting device available for year round pedestrian counts. It was previously placed at Skypoint, but is out of commission while more permanent housing is made for the counter. There is also one set of permanent bike lane counters on Poly and two permanent trail counters.	Continue current program and add additional counters, both temporary and permanent
Bicycle-Friendly Communities Designation	Evaluation	Assess progress and celebrate success made towards improving bicycling conditions	The application is every couple years. The City recently reapplied and was awarded bronze.	Review report card and reapply when necessary
Measuring the Street	Evaluation	Before and after the installation of new bikeway or trail facilities, collect data on bicycle, pedestrian, and motor vehicle volumes, crashes, and motor vehicle speeds	The City has conducted this process on a neighborhood bikeway, and will continue to conduct them on future facilities.	Continue to conduct studies and develop a findings report for each
Maintenance Documentation and Cost Estimation	Evaluation	Complete assessment the maintenance costs of walking and biking facilities.	The Street and Traffic Division is working on putting together a more accurate cost estimate of maintenance costs for pedestrian and bicycle infrastructure. The Parks Department has an estimated per mile cost of maintaining shared use paths in their care. Additional costs for shared use paths and bike lanes include snow plowing, mowing, water/irrigation, crosswalk painting, replacing Rectangular Rapid Flashing Beacons, adding accessible ramps, seal coating, surface maintenance, and occasional sign replacement. The City maintains shared use paths and trails while property owners are responsible for maintenance of most sidewalks. Future protected bike lanes will also need to consider maintenance of any provided barrier such as flex posts and will see an increased cost of maintenance as it related to snow removal and sweeping and maintenance of any intersection paint.	Continue working on estimation of maintenance costs for existing and future types of pedestrian and bicycle infrastructure.

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PROGRAM NAME	TYPE	DESCRIPTION	STATUS	FUTURE RECOMMENDATIONS
Bicycle Kitchen	Equity	Bike Kitchens teach people of all ages and backgrounds how to repair bicycles. Through bike repair and bicycle related projects, bike kitchen organizations promote personal development and provide leadership opportunities.	Currently, no Bicycle Kitchens exist in Billings.	Explore program feasibility and potential partners
Bicycle Giveaways	Equity	Provide bicycles, bike education, bike safety equipment, and locks to low income children, veterans, people in substance abuse programs, and people in half-way houses.	The Lockwood Pedestrian Safety District gives away a few bikes a year to students in need. KIM provides an educational campaign for schools it visits.	Continue and support current programs
Bicycle Advocacy	Equity	Educate local and state governments about the needs of active transportation users.	There are many opportunities for engagement, including BPAC's annual presentation to governing bodies, presentations as part of plans, and others. Bike Walk Montana works with the state legislature.	Continue to engage with state and local governments



CHAPTER 6

Implementation Strategy

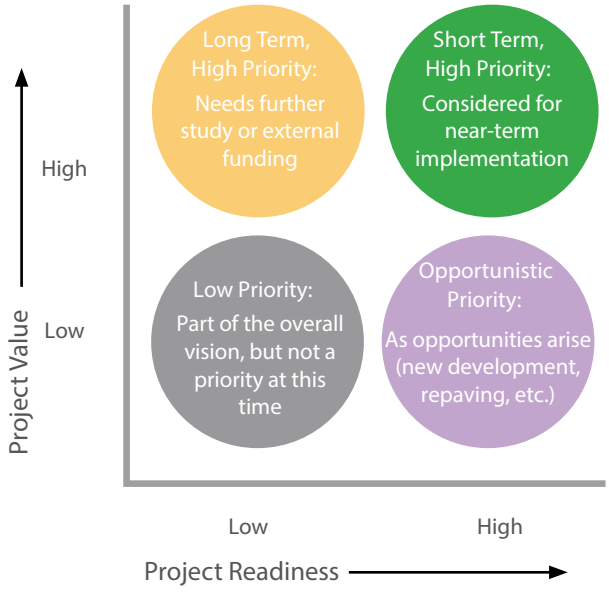
Prioritization & Implementation

Chapter 6 details the MPO's approach for prioritizing projects, provides planning level cost estimates, and identifies potential funding strategies for implementing the plan.

Project Prioritization

The project prioritization process consists of two evaluations of each project based on: 1) project value, or benefit, and 2) project readiness, or feasibility. Projects are graded as either "High" or "Low" for each evaluation, which results in a project landing in one of four possible priority categories, as shown in Figure 6.1. This approach serves as a guide for local and state governments and agencies who want to implement recommendations from this Plan, in understanding which projects to focus on first; however, agencies should be flexible in their approach. Priorities may change based on future study or as other synergies arise with new development, reconstruction, or other opportunities for cost savings. Grant funding may also shift priorities, as the amount available or the priorities of funding agencies may drive project implementation.

FIGURE 6.1 – PROJECT PRIORITY CATEGORIES



Project Value

Project value, or benefit, is determined by how well projects achieve the goals of the plan in Chapter 1. Table 6.1 provides details about the criterion that were used to evaluate each project. Projects could score either a 0 or 1, with the former indicating that the project did not meet the criteria and the latter indicating that it did. Since some criteria are more important than others, either because they are more effective in achieving the plan's goals or have been designated as a priority by the City, multipliers were added to the evaluation. For example, creating more connections to schools is considered a higher priority than creating more connections to transit.

Project Value Evaluation Results

Figure 6.2 on the following page shows the project value evaluation results. A complete list of recommended active transportation facilities and spot improvements, ranked by project value, are included in Table B.1 in Appendix B.

Project Readiness

Project readiness refers to the feasibility of a project, and is evaluated based on the complexity of a project related to design, funding availability (including funding for additional planning and design), constructability, and maintenance. Projects that only minimally alter the roadway (pavement striping and signage only), such as bike lanes, received a high project readiness rating.

Project Readiness Evaluation Results

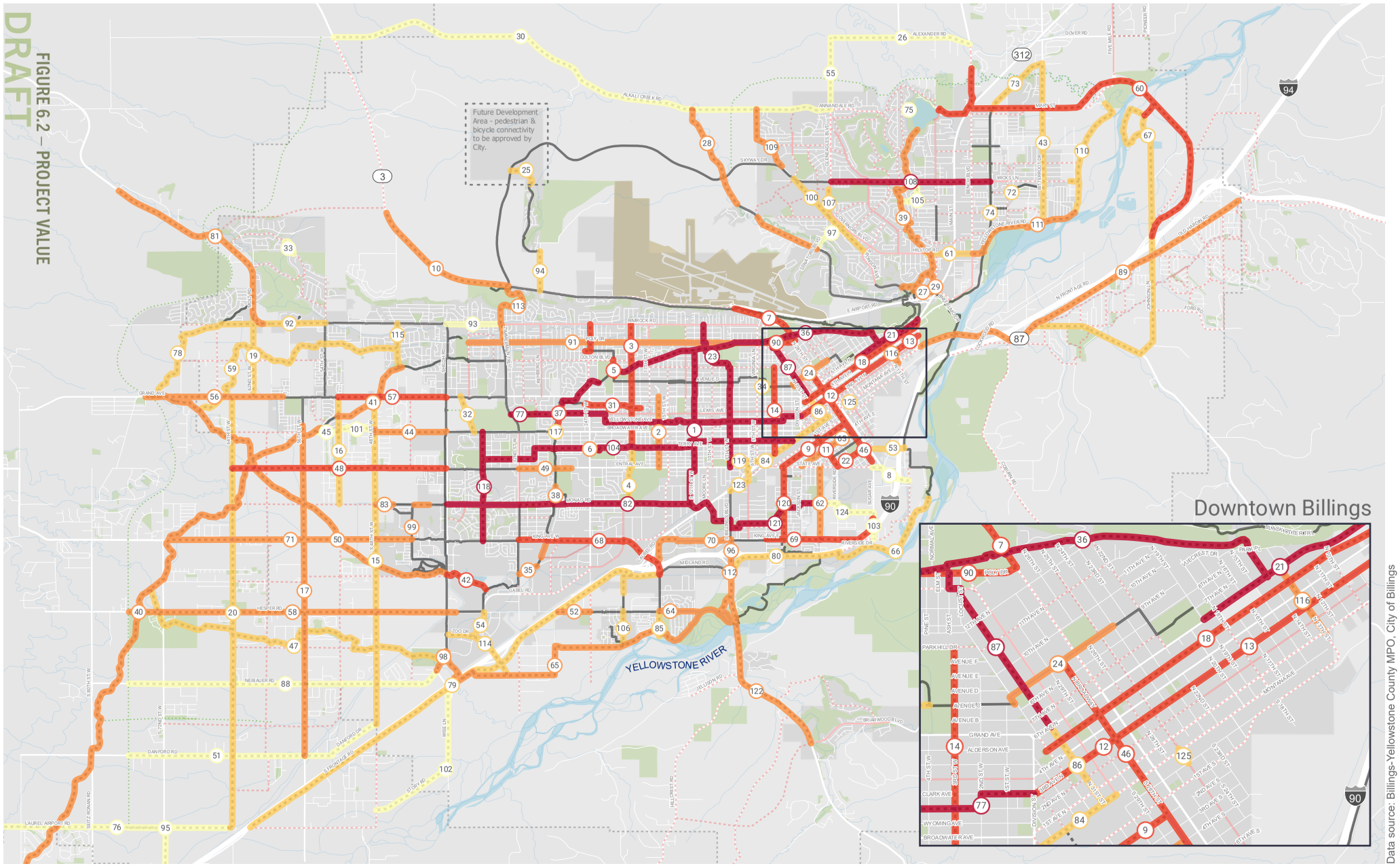
Figure 6.3 on the following pages show the project readiness evaluation results.

TABLE 6.1 – PROJECT VALUE CRITERION

CRITERION	DESCRIPTION	MULTIPLIER
Closes gap in spine network	Projects that extend a high-comfort facility or closes a gap between two high-comfort facilities	4
Connects to schools	Projects that create a direct or meaningful connection to any school	3
Connects to transit	Projects that create a direct connection with, run adjacent to, or intersect with designated transit routes	2
Serves major commercial, recreation, or civic destination	Projects that make a direct or meaningful connection to a significant trip generator or OD Zone	2
Serves geographies where people rely on active modes	Projects that make a direct or meaningful connection to areas that are classified as disadvantaged populations	1

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FIGURE 6.2 – PROJECT VALUE



Data source: Billings-Yellowstone County MPO, City of Billings

PROJECT VALUE

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

0 2 4 MILES

Notes:

1. Route alignments and facility types are subject to change pending further study and public input process.

2. "High-comfort" facility types vary depending on context, but imply physical separation from motor vehicle traffic OR a low-speed, low-volume mixed traffic environment.

3. For "supplemental" routes, high-comfort facilities should always be considered and studied for feasibility.

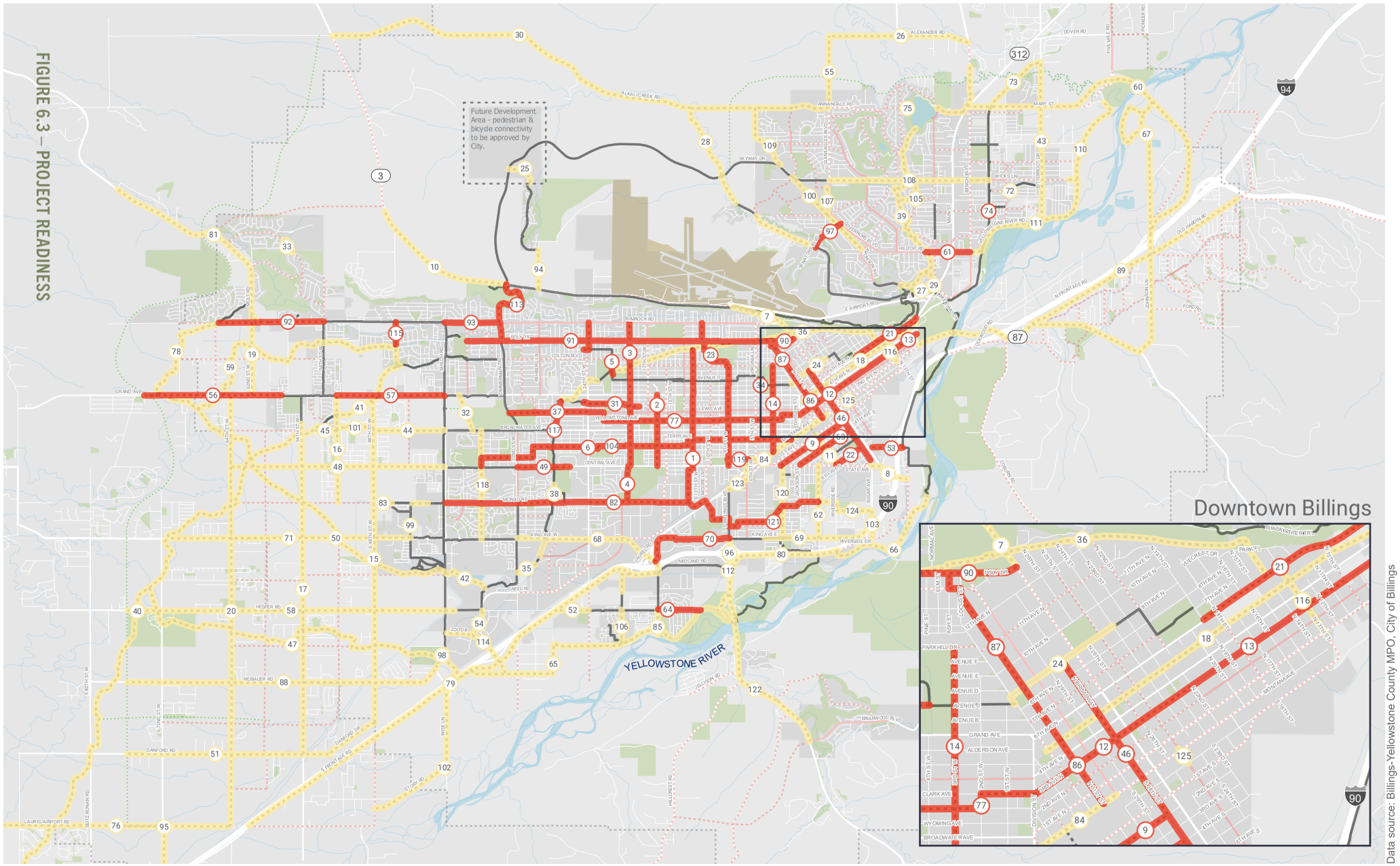
Active Transportation Network

- High Comfort: Existing, to remain
- High Comfort: Existing, future improvement
- High Comfort: New connection
- Supplemental: Existing, to remain
- Supplemental: New connection
- High Comfort: Future concept

Project Value

- 12
- 9 - 11
- 6 - 8
- 3 - 5
- 0 - 2

FIGURE 6.3 – PROJECT READINESS



Data source: Billings-Yellowstone County MPO, City of Billings

PROJECT READINESS

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

DRAFT

0 2 4 MILES

Notes:

1. Route alignments and facility types are subject to change pending further study and public input process.

2. "High-comfort" facility types vary depending on context, but imply physical separation from motor vehicle traffic OR a low-speed, low-volume mixed traffic environment.

3. For "supplemental" routes, high-comfort facilities should always be considered and studied for feasibility.

Active Transportation Network

- High Comfort: Existing, to remain
- High Comfort: Existing, future improvement
- High Comfort: New connection
- Supplemental: Existing, to remain
- Supplemental: New connection
- High Comfort: Future concept

Project Readiness

- High Readiness
- Low Readiness or TBD

Priority Project Categories: Project Value & Readiness Combined

- **Short term, high priority:** These projects score high on both project value and readiness, meaning that they achieve several of the plan's goals and are easy to implement. These projects should be considered for near-term implementation and are contingent on funding availability.
- **Long term, high priority:** These projects score high on project value, but low on readiness, meaning that they achieve several of the plan's goals, but may need further feasibility study or require external funding. These projects should be prioritized for further concept and feasibility studies, as well as applications for external grants.
- **Opportunistic priority:** These projects score lower on project value, but high on project readiness, meaning that although they may not achieve as many of the plan's goals, they are easy to implement. These projects may become a priority after short-term priorities are complete, if an opportunity arises (e.g., new development and pavement preservation), or if safety needs become evident.
- **Low priority:** These projects score low on both project value and readiness, meaning they present a lower benefit and may be more challenging to implement. These projects could be pursued long term but are not a priority currently.

For a complete list of projects, see Appendix (B). The results of this evaluation are subject to change based on further studies, partnership opportunities, funding availability, or other circumstances that may influence the City's ability to implement and maintain improvements. Some of the projects listed will likely be constructed in phases or segments as funding and project limits allow.

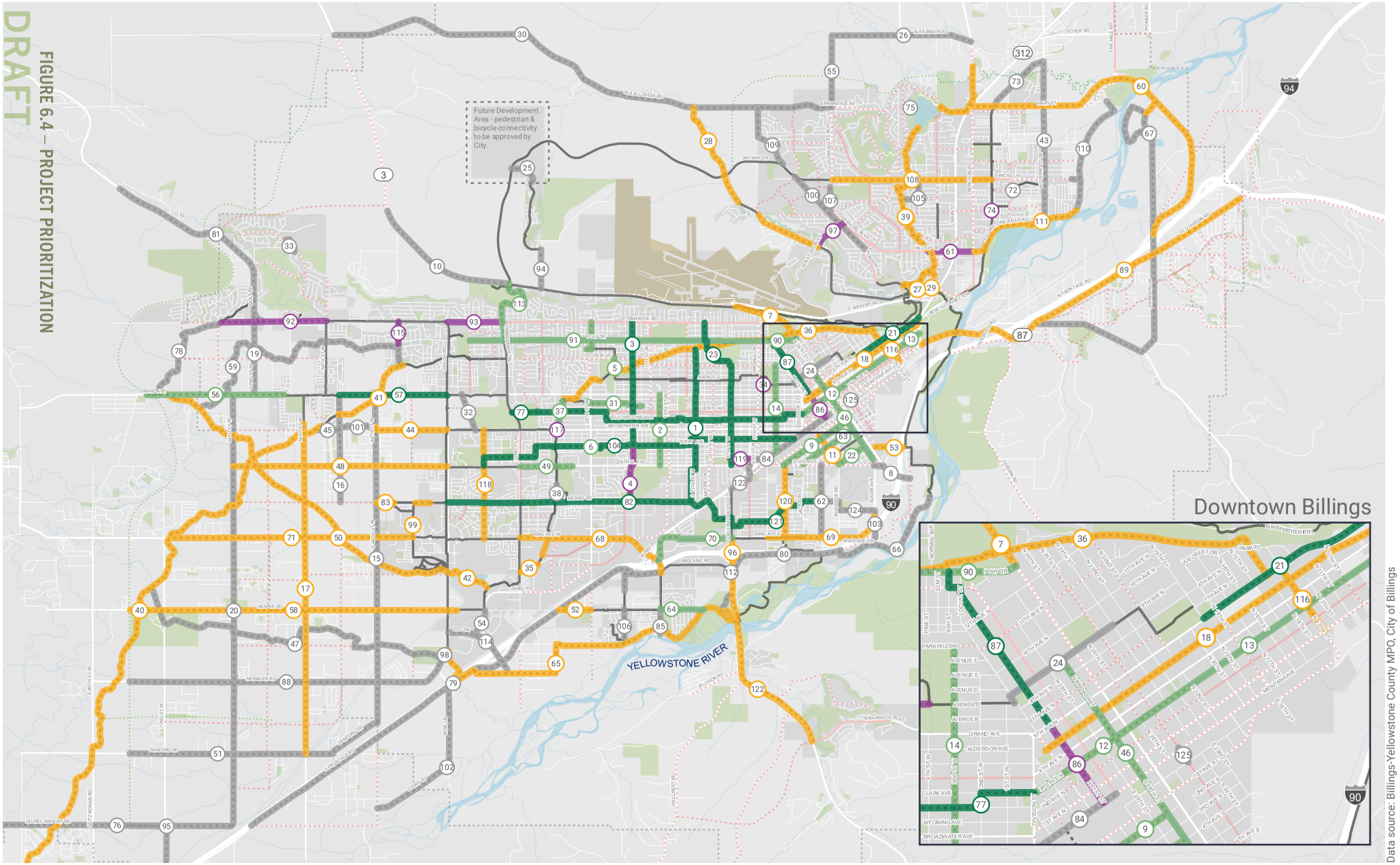
Top 10 Priority Projects (Based on Value and Readiness Criteria)

Below are the top ten scoring projects. The number in the parenthesis next to the name lists the project number which can be used to locate the project on the map.

PROJECT	EXTENT	DISTANCE
12th St. W./Plainview St. (#1)	BBWA Canal to Monad Rd.	2.20
6th Ave N (#21)	N. 19th St. to existing trail	1.03
8th St. W./Delphinium/ Azalea/11th/Missouri (#23)	Rimrock Rd. to Central Ave.	2.04
Yellowstone Ave/Clark Ave/Lewis Aves (#77)	Zimmerman Tr. to Division St..	4.26
Monad Rd. (#82)	32nd St. W. to Billings Blvd..	4.20
N 31st St (#87)	Poly Dr. to 6th Ave. N	0.82
Terry/Miles/Howard/St. Johns Aves (#104)	36th St. W. to 1st St. W.	4.53
Phillips St. (#121)	S.. Billings Blvd. to Washington St.	1.43
19th St. (#3)	Rimrock Rd. to Miles Ave.	1.71
Grand Ave (#57)	52nd St. W. to Shiloh Rd.	1.51

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FIGURE 6.4 – PROJECT PRIORITIZATION



PROJECT PRIORITIZATION

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

0 2 4 MILES

Notes:

1. Route alignments and facility types are subject to change pending further study and public input process.

2. "High-comfort" facility types vary depending on context, but imply physical separation from motor vehicle traffic OR a low-speed, low-volume mixed traffic environment.

3. For "supplemental" routes, high-comfort facilities should always be considered and studied for feasibility.

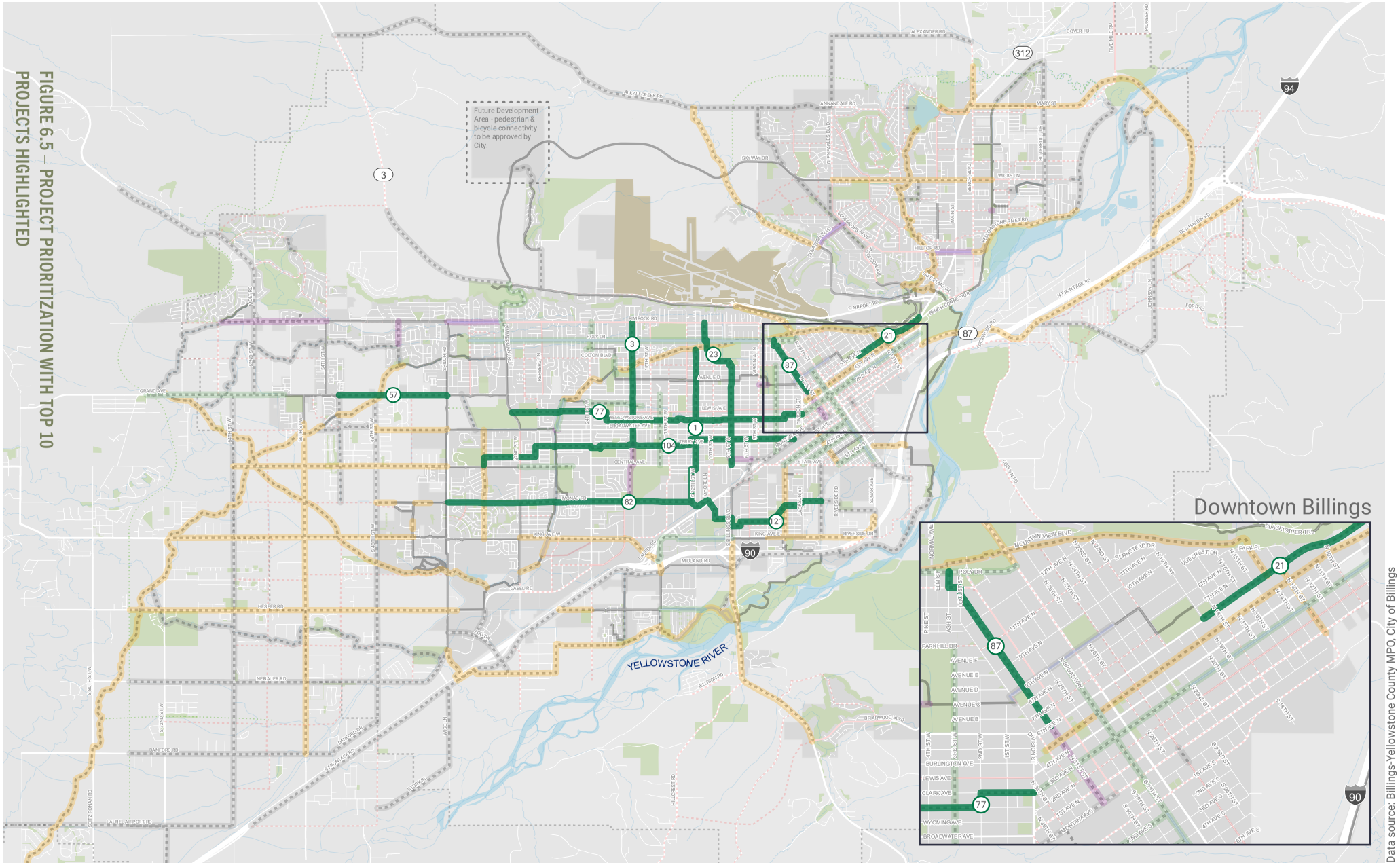
Active Transportation Network

- High Comfort: Existing, to remain
- High Comfort: Existing, future improvement
- High Comfort: New connection
- Supplemental: Existing, to remain
- Supplemental: New connection
- High Comfort: Future concept

Facility Priority

- Top 10 Priority Projects
- High Priority, Short Term
- High Priority, Long Term
- Opportunistic Priority
- Low Priority

FIGURE 6.5 – PROJECT PRIORITIZATION WITH TOP 10 PROJECTS HIGHLIGHTED



PROJECT PRIORITIZATION

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN
TOP TEN PROJECTS HIGHLIGHTED

DRAFT

0 2 4 MILES

Notes:

1. Route alignments and facility types are subject to change pending further study and public input process.

2. "High-comfort" facility types vary depending on context, but imply physical separation from motor vehicle traffic OR a low-speed, low-volume mixed traffic environment.

3. For "supplemental" routes, high-comfort facilities should always be considered and studied for feasibility.

Active Transportation Network

- High Comfort: Existing, to remain
- High Comfort: Existing, future improvement
- High Comfort: New connection
- Supplemental: Existing, to remain
- Supplemental: New connection
- High Comfort: Future concept

Facility Priority

- Top 10 Priority Projects
- High Priority, Short Term
- High Priority, Long Term
- Opportunistic Priority
- Low Priority

Cost Estimates

Table 6.2 outlines planning level cost estimates for the facility types listed earlier in the plan. Planning level cost estimates are meant to provide a high level understanding of the potential costs associated with a project. Applying these estimates on a network scale can generate potential discrepancies when compared to actual implementation costs. A 20 percent is applied to these planning level cost estimates to account for costs such as final engineering and design, traffic control, permitting, mobilization and demobilization, taxes, bonds, insurance, landscaping, inflation, and others. Additionally, these costs do not account for enhanced crossings as these will be designed as part of the project. Crossing costs will need to be added in to create a more accurate cost estimate for each route. All estimates assume a standard City of Billings street, that the existing curb and gutter will remain, and that no striping needs to be obliterated. There will likely be exceptions to these conditions, so these estimates are starting point. Pairing projects with pavement preservation projects can help lower cost significantly as some of these additional elements can be covered under the pavement preservation project.

Additionally, estimates include a generic cost for signage, while project specific signage costs will vary on a per project basis.

TABLE 6.2 – PLANNING LEVEL COST ESTIMATES*

FACILITY TYPE	COST PER MILE
Neighborhood Bikeways	$62,652
Bike Lanes	$88,320
Buffered Bike Lanes	$124,116
Separated Bike Lane	$1,523,145
Asphalt Shared/Sidepath	$553,616
Concrete Shared/Sidepath	$1,486,546
Unsignalized Mid-Block Crosswalk	$20,564
Mid-block Crosswalk with Rectangular Rapid Flash Beacon (RRFB)	$60,170
Marked Crosswalk & Ped Warning	$280,664
Intersection Reconstruction (Bulbout)	$176,226

**Each cost estimate includes facility type specific assumptions that can be found in Appendix A.*

Funding Sources

Funding plays a pivotal role in Billings' ability to transform the goals and projects in this plan from ideas into reality. The following tables outline the various funding sources available to support the implementation of bicycle and pedestrian facilities. Leveraging these opportunities will put Billings on the path to realizing this plan's vision for a safer and more accessible active transportation system.

TABLE 6.2 – FUNDING SOURCES

NAME	SOURCE TYPE	DESCRIPTION	MORE INFORMATION	ELIGIBILITY/REQUIRED MATCH
Safe Streets and Roads for All (SS4A) Grant Program	Federal	The new SS4A Grant Program funds the development or update of a comprehensive safety action plan (Action Plan), conducting planning, design, and development activities in support of an Action Plan, and/or carrying out projects and strategies identified in an Action Plan.	Link	20% state or local match. Cities eligible to apply. Offers planning and demonstration grants or implementation grants.
Active Transportation Infrastructure Investment Program (ATIIP)	Federal	The ATIIP provides grants to states and localities to strategically invest in projects that connect active transportation networks and spines, such as safe bike paths and walking trails, while reducing carbon emissions and creating new jobs. The program will help connect people to destinations within or between communities, including schools, workplaces and other community areas. Active transportation spines can connect communities, metropolitan regions and states.	Link	20% state or local match. Local government organizations eligible to apply.
Transportation Alternatives (TA)	Federal	Transportation Alternatives (TA) is a funding source under the FAST Act that consolidates three formerly separate programs under SAFETEA-LU: Transportation Enhancements (TE), Safe Routes to School (SRTS), and the Recreational Trails Program (RTP). Funds are available through a competitive process. These funds may be used for a variety of projects including: * SRTS programs (infrastructure and non-infrastructure programs * Construction, planning, and design of on- and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bikeways, pedestrian + bicycle signals, traffic-calming, lighting, and other safety-related infrastructure * Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for children, seniors, and individuals with disabilities who cannot drive * Construction of rail-trails * Recreational trails program	Link	13.42% state or local match. Local governments eligible to apply.

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NAME	SOURCE TYPE	DESCRIPTION	MORE INFORMATION	ELIGIBILITY/REQUIRED MATCH
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grants	Federal	RAISE grants, which were originally created under the American Recovery and Reinvestment Act as TIGER grants, can be used for a wide variety of projects, including road, rail, and transit projects. These grants provide capital funding to any public entity, including municipalities and counties.	Link	20% state or local match but includes exceptions. Local governments eligible to apply
Federal Transit Administration (FTA) Grants	Federal	The FTA has several grant programs available to local and state governments to enhance active transportation connections to public transportation facilities.	Link	
Federal Lands Access Program (FLAP)	Federal	The FLAP is intended to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands. The fund is administered through MDT in coordination with the Central Federal Lands Highway Division, which develops a Programming Decisions Committee. The Committee puts out the call for projects, establishes selection criteria, and prioritizes selected projects. The next call for projects is anticipated to be in 2026.	Link	
Congestion Mitigation and Air Quality Improvement (CMAQ)	Federal	This program provides funds to state DOTs, MPOs and other sponsors to fund projects that will contribute to air quality improvements in ozone, carbon monoxide and/or particulate matter, and provide congestion relief. Many types of projects are eligible under the CMAQ program including electric vehicles and charging stations, diesel engine replacements and retrofits, transit improvements, bicycle and pedestrian facilities, shared micromobility projects including shared scooter systems, and more. In addition to improving air quality and reducing congestion, CMAQ projects can improve equitable access to transportation services, improve safety, and promote application of new and emerging technologies.	Link	20% state and local match, typically. Must apply in partnership with state DOT or MPO. Projects must contribute to the attainment of air quality standards (reducing emissions) in the region.
Recreational Trails Program (RTP)	Federal	The Bipartisan Infrastructure Law continued the Recreational Trails Program (RTP) as a set-aside from the Transportation Alternatives program. The RTP provides funds to states to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses. The funds represent a portion of the motor fuel excise tax collected from non-highway recreational fuel use by snowmobiles, all-terrain vehicles, off-highway motorcycles, and off-highway light trucks.	Link	20% state or local match. Local governments eligible to apply.

NAME	SOURCE TYPE	DESCRIPTION	MORE INFORMATION	ELIGIBILITY/REQUIRED MATCH
Surface Transportation Block Grant Program (STP)	Federal	The Infrastructure Investment and Jobs Act's Surface Transportation Block Grant Program (STP) provides funds to states to preserve or improve conditions and performance on any federal-aid highway. Funds are apportioned to Montana and then allocated by the Montana Transportation Commission. The STP Urban, a subset of the program, provides funds for the urban highway system, and can be used for resurfacing, rehabilitation, or reconstruction of bicycle facilities and pedestrian walkways.	Link	13.42% state or local match.
Carbon Reduction Program (CRP)	Federal	The Bipartisan Infrastructure Law's Carbon Reduction Program (CRP) provides funds for projects that reduce transportation emissions. Projects can include the construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation.	Link	13.42% state or local match
Additional Federal Grants/ Programs	Federal	The list above may not be exhaustive and new sources of federal funding may become available. The Federal Highway Administration maintains a spreadsheet of funding opportunities at the link to the right.	Link	
Highway Safety Improvement Program (HSIP)	State	HSIP funds are available for projects aimed at improving safety on all public roads to reduce traffic fatalities and serious injuries. Bike lanes, roadway shoulders, crosswalks, intersection improvements, underpasses, and improved signage are examples of eligible projects. The program is managed by MDT's Safety Engineering Section.	Link	
Trail Stewardship Grant Program	State	The State of Montana funds the Trail Stewardship Grant Program for new trail and shared-path construction, maintenance, and construction of trail side facilities.	Link	10% local match. Local governments and non-profits eligible.
Bond Financing	City	Bonds can be approved by voters to fund a range of projects.		
Special Assessment or Taxing Districts	City	Local municipalities can establish special assessment districts for infrastructure improvements, like sidewalks, that are missing or in need of improvement in certain areas.		
Parking Fees	City	Some cities have instituted parking fees for public parking spaces that are then used to pay for infrastructure improvements.		

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NAME	SOURCE TYPE	DESCRIPTION	MORE INFORMATION	ELIGIBILITY/REQUIRED MATCH
Development Impact Fees	City	Development impact fees are one-time charges collected from developers for financing new infrastructure construction and operations and can help fund bicycle and pedestrian improvements. Impact fees are assessed through a city's impact fee program.		
New Construction	City	Future road widening and construction projects are methods of providing improved bike and pedestrian infrastructure. To ensure that roadway construction projects provide these improvements, it is important that the review process includes a review of any relevant active transportation related plans.		
PeopleForBikes Community Grant Program	Private	The PeopleForBikes Community Grant Program supports bicycle infrastructure projects and targeted advocacy initiatives that make biking safer for people of all ages and abilities. PeopleForBikes accepts requests for funding up to $10,000. Projects that qualify for funding include: 1 - Costs related to the development of permanent bike infrastructure, including trails, shared-use paths, bike parks, pump tracks, bicycle playgrounds, neighborhood greenways/bike boulevards, and protected bike lanes 2 - Costs related to "quick-build" or "demonstration projects," provided that any temporary infrastructure is part of a strategy to subsequently develop permanent infrastructure 3 - Land or easement acquisition costs for bike infrastructure 4 - Events or programs that support cultural acceptance and support of specific planned or recently constructed bike infrastructure projects, like "bike buses" or "community bike rides." Such events or programs must show a connection between the event and organizing for permanent infrastructure improvements and must show a likelihood of permanence beyond the term of the grant.	Link	No required match. Local government agencies are encouraged to apply.
Private Developers	Private	Developers should consider constructing local streets with bike- and pedestrian-oriented facilities within subdivisions, including dedicating right-of-way to trails and parks. In fact, active transportation facilities are now required as part of City of Billings Subdivision regulations. Cities can encourage developers to include additional active transportation amenities during development review.		

APPENDIX



Appendix A

PLANNING LEVEL COST ESTIMATES

ITEM	SPACING (FT)	QTY	ROUNDED		UNIT PRICE		COST PER MILE
Sharrow Markings	250	42.24		44	$ 500.00	$	22,000.00
Signage	300	35.2		36	$ 650.00	$	23,400.00
			ADMIN		15%	$	6,810.00
					SUBTOTAL	$	52,210.00
				CONTINGENCY	20%	$	10,442.00
					TOTAL	$	62,652.00

Engineer's Opinion of Probable Cost
for
Neighborhood Bikeways (Cost Per Mile)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 6,810.00 / LS =	$ 6,810.00
102	44	EA	Sharrow Markings	$ 500.00 / EA =	$ 22,000.00
103	36	EA	Signage	$ 650.00 / EA =	$ 23,400.00

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*

**Project specific signage will vary on a per project basis. The above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R3-17, R7-9A, R4-11, W11-1 and R4-4.*

Subtotal = $ 52,210.00

Total = $ 52,210.00

Contingency (20%) = $ 10,442.00

Total Price = $ 62,652.00

ITEM	SPACING/LENGTH (FT)	QTY	ROUNDED		UNIT PRICE		COST PER MILE
Bike Lane Markings	300	17.6		44	$ 500.00	$	22,000.00
Signage	500	10.56		24	$ 650.00	$	15,600.00
6" White Epoxy Striping	5280	10560		10560	$ 1.75	$	18,480.00
4" White Epoxy Striping	5280	10560		10560	$ 0.75	$	7,920.00
			ADMIN		15%	$	9,600.00
					SUBTOTAL	$	73,600.00
				CONTINGENCY	20%	$	14,720.00
					TOTAL	$	88,320.00

Engineer's Opinion of Probable Cost
for
Bike Lanes (Cost Per Mile)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 9,600.00 / LS =	$ 9,600.00
102	44	EA	Bike Lane Markings	$ 500.00 / EA =	$ 22,000.00
103	24	EA	Signage	$ 650.00 / EA =	$ 15,600.00
104	10560	LF	6" White Epoxy Striping	$ 1.75 / LF =	$ 18,480.00
105	10560	LF	4" White Epoxy Striping	$ 0.75 / LF =	$ 7,920.00

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*

**Estimate for striping assumes that all three white stripes shown in exhibit will be painted as part of this project. The 6-inch stripe shall be on the travel lane side and 4-inch stripe shall be on the parking lane side of the bike lane.*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R3-17, R7-9A, R4-11, W11-1 and R4-4.*

Subtotal =	**$**	**73,600.00**
Total =	**$**	**73,600.00**
Contingency (20%) =	**$**	**14,720.00**
Total Price =	**$**	**88,320.00**

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ITEM	SPACING/LENGTH (FT)	QTY	ROUNDED		UNIT PRICE	COST PER MILE
Bike Lane Markings	300	17.6		44	$ 500.00	$ 22,000.00
Signage	400	13.2		28	$ 650.00	$ 18,200.00
6" White Epoxy Striping	5280	25344		25344	$ 1.75	$ 44,352.00
6" White Epoxy Diagonal Hatching	10	1267.2		1268	$ 1.75	$ 2,219.00
4" White Epoxy Striping	5280	4224		4224	$ 0.75	$ 3,168.00
			ADMIN		15%	$ 13,490.85
					SUBTOTAL	$ 103,429.85
*XX% "DEFFICIENCY" factor included for line breaks and intersections				CONTINGENCY	20%	$ 20,685.97
					TOTAL	$ 124,115.82

Engineer's Opinion of Probable Cost
for
Buffered Bike Lanes (Cost Per Mile)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 13,490.85 / LS =	$ 13,490.85
102	44	EA	Bike Lane Markings	$ 500.00 / EA =	$ 22,000.00
103	28	EA	Signage	$ 650.00 / EA =	$ 18,200.00
104	25344	LF	6" White Epoxy Striping	$ 1.75 / LF =	$ 44,352.00
105	1268	LF	6" White Epoxy Diagonal Hatching	$ 1.75 / LF =	$ 2,219.00
106	4224	LF	4" White Epoxy Striping	$ 0.75 / LF =	$ 3,168.00

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*

**The defficiency factors was assumed for any drive approaches and intersections causing line breaks.*

**It is assumed that one side of the road with new bike lane would have a diagonally hatched buffer zone. With the other side of the street having a buffer zone 2-feet either side of the bike lane with then an adjacent parking lane between the bike zone and existing curb and gutter.*

**Estimate for striping assumes that all three white stripes shown in exhibit will be painted as part of this project. The 6-inch stripe shall be on the travel lane side and 4-inch stripe shall be on the parking lane side of the bike lane.*

**It is assumed that the buffer zone for the diagonal hatching would be 3-foot wide and the hatching be 10-feet O.C.*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R3-17, R7-9A, R4-11, W11-1 and R4-4.*

Subtotal =	**$**	**103,429.85**
Total =	**$**	**103,429.85**
Contingency (20%) =	**$**	**20,685.97**
Total Price =	**$**	**124,115.82**

ITEM	SPACING/LENGTH (FT)	QTY	ROUNDED	UNIT PRICE	COST PER MILE
Bike Lane Markings	300	17.6	44	$ 500.00	$ 22,000.00
Signage	400	13.2	28	$ 650.00	$ 18,200.00
6" White Dashed Epoxy Striping	5280	2112	2112	$ 1.75	$ 3,696.00
4" White Parking Striping	5280	4224	4224	$ 0.75	$ 3,168.00
Pin-down Concrete Barrier	5280	15375.36	15376	$ 60.00	$ 922,560.00
Flexible Delineators	50	307.52	308	$ 190.00	$ 58,520.00
Green Conflict Markings	5280	1408	1408	$ 10.00	$ 14,080.00
Yellow Epoxy Curb Paint		15375.36	15376	$ 4.00	$ 61,504.00
			ADMIN	15%	$ 165,559.20
				SUBTOTAL	$ 1,269,287.20
*XX% "DEFFICIENCY" factor included for line breaks and intersections			CONTINGENCY	20%	$ 253,857.44
				TOTAL	$ 1,523,144.64

Engineer's Opinion of Probable Cost
for
Separated Bike Lane (Cost Per Mile)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 165,559.20 / LS =	$ 165,559.20
102	44	EA	Bike Lane Markings	$ 500.00 / EA =	$ 22,000.00
103	28	EA	Signage	$ 650.00 / EA =	$ 18,200.00
104	2112	LF	6" White Dashed Epoxy Striping	$ 1.75 / LF =	$ 3,696.00
105	4224	LF	4" White Parking Striping	$ 0.75 / LF =	$ 3,168.00
106	15376	LF	Pin-down Concrete Barrier	$ 60.00 / LF =	$ 922,560.00
107	308	EA	Flexible Delineators	$ 190.00 / EA =	$ 58,520.00
108	1408	SY	Green Conflict Markings	$ 10.00 / SY =	$ 14,080.00
109	15376	LF	Yellow Epoxy Curb Paint	$ 4.00 / LF =	$ 61,504.00

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*

**The defficiency factors was assumed for any drive approaches and intersections causing line breaks and the ommision of concrete barriers in that area.*

**The pin-down concrete barrier would be Type A Median Curb set back to back to create a 2 foot wide barrier. The length was calculated assuming every 50 linear feet in the barrier there would be a 5 foot break to accommodate storm water and a deffiency was calculated in for potential intersections and approaches. Additionally flexible delineators would be place atop the barrier on either side of the 5 foot barrier breaks.*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R3-17, R7-9A, R4-11, W11-1 and R4-4.*

Subtotal =	**$ 1,269,287.20**
Total =	**$ 1,269,287.20**
Contingency (20%) =	**$ 253,857.44**
Total Price =	**$ 1,523,144.64**

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ITEM	SPACING/LENGTH (FT)	QUANTITY	ROUNDED		UNIT PRICE		COST PER MILE
Signage	400	13.2		28	$ 650.00	$	18,200.00
4" Yellow Dashed Centerline	5280	5280		5280	$ 0.75	$	3,960.00
10-ft Ashalt Trail (3" Thickness)	5280	5866.667		5867	$ 40.00	$	234,680.00
1-1/2" Minus Base Gravel (6" thickness)	5280	1368.889		1369	$ 44.00	$	60,236.00
Unclassified Excavation	5280	1368.889		1369	$ 40.00	$	54,760.00
Geotextile Fabric	5280	5866.667		5867	$ 5.00	$	29,335.00
			ASMIN		15%	$	60,175.65
					SUBTOTAL	$	461,346.65
				CONTINGENCY	20%	$	92,269.33
					TOTAL	$	553,615.98

Engineer's Opinion of Probable Cost
for
Asphalt Shared/Sidepath (Cost Per Mile)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 60,175.65 / LS =	$ 60,175.65
102	28	EA	Signage	$ 650.00 / EA =	$ 18,200.00
103	5280	LF	4" Yellow Dashed Centerline	$ 0.75 / LF =	$ 3,960.00
104	5867	SY	10-ft Ashalt Trail (3" Thickness)	$ 40.00 / SY =	$ 234,680.00
105	1369	CY	1-1/2" Minus Base Gravel (6" thickness)	$ 44.00 / CY =	$ 60,236.00
106	1369	CY	Unclassified Excavation	$ 40.00 / CY =	$ 54,760.00
107	5867	SY	Non-Woven Geotextile Fabric (Mirifai 140N)	$ 5.00 / SY =	$ 29,335.00

**The unclassified excavation estimate is based off of the volume from exisitng ground elevation to 6-inches down to subgrade to accommodate 1-1/2' minus base gravel.*

**It is assumed that some of the unclassified excavation will be allocated for new 2-foot wide shoulders adjacent to the new asphalt trail.*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R3-17, R7-9A, R4-11, W11-1 and R4-4.*

**If soil conditions worsen the geofabric should be changed to accommodate the on site conditions with the advice of a geotechnical engineer.*

Subtotal = $ 461,346.65

Total = $ 461,346.65

Contingency (20%) = $ 92,269.33

Total Price = $ 553,615.98

ITEM	SPACING/LENGTH (FT)	QUANTITY	ROUNDED		UNIT PRICE		COST PER MILE
Signage	400	13.2		28	$ 650.00	$	18,200.00
4" Yellow Dashed Centerline	5280	5280		5280	$ 0.75	$	3,960.00
10-ft Concrete Trail (4" Thickness)	5280	52800		52800	$ 17.50	$	924,000.00
1-1/2" Minus Base Gravel (6" thickness)	5280	977.7778		978	$ 44.00	$	43,032.00
Unclassified Excavation	5280	1466.667		1467	$ 40.00	$	58,680.00
Geotextile Fabric	5280	5866.667		5867	$ 5.00	$	29,335.00
			ADMIN`		15%	$	161,581.05
					SUBTOTAL	$	1,238,788.05
				CONTINGENCY	20%	$	247,757.61
					TOTAL	$	1,486,545.66

Engineer's Opinion of Probable Cost
for
Concrete Shared/Sidepath (Cost Per Mile)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE		TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 161,581.05 / LS =	$	161,581.05
102	28	EA	Signage	$ 650.00 / EA =	$	18,200.00
103	5280	LF	4" Yellow Dashed Centerline	$ 0.75 / LF =	$	3,960.00
104	52800	SF	10-ft Concrete Trail (4" Thickness)	$ 17.50 / SF =	$	924,000.00
105	978	CY	1-1/2" Minus Base Gravel (6" thickness)	$ 44.00 / CY =	$	43,032.00
106	1467	CY	Unclassified Excavation	$ 40.00 / CY =	$	58,680.00
107	5867	SY	Non-Woven Geotextile Fabric (Mirifai 140N)	$ 5.00 / SY =	$	29,335.00

**The unclassified excavation estimate is based off of the volume from exisitng ground elevation to 9-inches down to subgrade to accommodate 1-1/2' minus base gravel.*

**It is assumed that some of the unclassified excavation will be allocated for new 2-foot wide shoulders adjacent to the new asphalt trail*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R3-17, R7-9A, R4-11, W11-1 and R4-4.*

**If soil conditions worsen the geofabric should be changed to accommodate the on site conditions with the advice of a geotechnical engineer.*

Subtotal = $ 1,238,788.05

Total = $ 1,238,788.05

Contingency (20%) = $ 247,757.61

Total Price = $ 1,486,545.66

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Description	QTY	Unit Price				Cost
Sign Assembly	2	$ 700.00			$	1,400.00
24" Solid White Epoxy Striping	110	$ 30.00			$	3,300.00
24" Thermoplastic White Sharks Teeth	30	$ 45.00			$	1,350.00
6" ADA Ramps	250	$ 30.00			$	7,500.00
Curb & Gutter	20	$ 45.00			$	900.00
Unclassified Excavation	5.4	$ 40.00			$	214.81
1-1 1/2" Minus Base Course	5.4	$ 44.00			$	236.30
			ADMIN	15%	$	2,235.17
				SUBTOTAL	$	17,136.28
				CONTINGENCY 20%	$	3,427.26
				TOTAL	$	20,563.53

Engineer's Opinion of Probable Cost
for
Unsignalized Mid-Block Crosswalk

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION		UNIT PRICE			TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$	2,235.17	/ LS	= $	2,235.17
102	2	EA	Sign Assembly	$	700.00	/ EA	= $	1,400.00
103	110	LF	24" Solid White Epoxy Striping	$	30.00	/ LF	= $	3,300.00
104	30	SF	24" Thermoplastic White Sharks Teeth	$	45.00	/ SF	= $	1,350.00
105	250	SF	6" ADA Ramps	$	30.00	/ SF	= $	7,500.00
106	20	LF	Curb & Gutter	$	45.00	/ LF	= $	900.00
107	5	CY	Unclassified Excavation	$	40.00	/ CY	= $	214.81
108	5	CY	1-1 1/2" Minus Base Course	$	44.00	/ CY	= $	236.30

	Subtotal =	**$ 17,136.28**
	Total =	**$ 17,136.28**
	Contingency (20%) =	**$ 3,427.26**
	Total Price =	**$ 20,563.53**

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*

**This estimate is based on a standard City of Billings local street with a 34' width back of curb to back of curb.*

**This estimate can vary depending on any other accomodations needed for the specific project.*

**The sizing for the ADA ramps is meant to be a 5'x5' ramp with 5' flares tying into an assumed existing sidewalk. Concrete curb and gutter will be laid in front of the width of the ADA ramp (10').*

Description	QTY	Unit Price			Cost
24" Solid White Epoxy Striping	200	$ 30.00		$	6,000.00
24" Thermoplastic White Sharks Teeth	150	$ 45.00		$	6,750.00
Solar Powered RRFB Signal System	1	$22,000.00		$	22,000.00
6" ADA Ramps	250	$ 30.00		$	7,500.00
Curb & Gutter	20	$ 45.00		$	900.00
Unclassified Excavation	5.4	$ 40.00		$	214.81
1-1 1/2" Minus Base Course	5.4	$ 44.00		$	236.30
			ADMIN 15%	$	6,540.17
			SUBTOTAL	$	50,141.28
			CONTINGENCY 20%	$	10,028.26
			TOTAL	$	60,169.53

Engineer's Opinion of Probable Cost

for

Mid-block Crosswalk with Rectangular Rapid Flash Beacon (RRFB)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE		TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 6,540.17 / LS	= $	6,540.17
102	200	LF	24" Solid White Epoxy Striping	$ 30.00 / LF	= $	6,000.00
103	150	SF	24" Thermoplastic White Sharks Teeth	$ 45.00 / SF	= $	6,750.00
104	1	LS	Solar Powered RRFB Signal System	$ 22,000.00 / LS	= $	22,000.00
105	250	LF	6" ADA Ramps	$ 30.00 / LF	= $	7,500.00
106	20	LF	Curb & Gutter	$ 45.00 / LF	= $	900.00
107	5	CY	Unclassified Excavation	$ 40.00 / CY	= $	214.81
108	5	CY	1-1 1/2" Minus Base Course	$ 44.00 / CY	= $	236.30

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*	**Subtotal**	= $	**50,141.28**
	Total	= $	**50,141.28**
**This estimate is based on a standard City of Billings 3-lane commercial street with a 45' width back of curb to back of curb.*	**Contingency (20%)**	= $	**10,028.26**
**This estimate can vary depending on any other accomodations needed for the specific project.*	**Total Price**	= $	**60,169.53**
**The sizing for the ADA ramps is meant to be a 5'x5' ramp with 5' flares tying into an assumed existing sidewalk. Concrete curb and gutter will be laid in front of the width of the ADA ramp (10').*			

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Description	QTY	Unit Price	Cost		
Sign Assembly	10	$ 700.00	$	7,000.00	
12" Solid White Epoxy Striping	82	$ 15.00	$	1,230.00	
24" Thermoplastic White Sharks Teeth	30	$ 45.00	$	1,350.00	
Pedestrian Hybrid Beacon Traffic Signal	1	$ 190,000.00	$	190,000.00	
6" Concrete ADA Ramp	100	$30.00	$	3,000.00	
Detectable Warning Panels	16	$50.00	$	800.00	
		15%	$	30,507.00	ADMIN
			$	233,887.00	SUBTOTAL
		20%		$46,777.40	CONTINGENCY
			$	280,664.40	TOTAL

Engineer's Opinion of Probable Cost

for

Marked Crosswalk & Ped Warning

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 30,507.00 / LS =	$ 30,507.00
102	10	EA	Sign Assembly	$ 700.00 / EA =	$ 7,000.00
103	82	LF	12" Solid White Epoxy Striping	$ 15.00 / LF =	$ 1,230.00
104	30	SF	24" Thermoplastic White Sharks Teeth	$ 45.00 / SF =	$ 1,350.00
105	1	LS	Pedestrian Hybrid Beacon Traffic Signal	$ 190,000.00 / LS =	$ 190,000.00
106	100	SF	6" Concrete ADA Ramp	$ 30.00 / SF =	$ 3,000.00
107	16	SF	Detectable Warning Panels	$ 50.00 / SF =	$ 800.00

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*

**This estimate is based on a standard City of Billings 3-lane commercial street with a 45' width back of curb to back of curb.*

**This estimate can vary depending on the location of the power source for the signal as well as any other accomodations needed for the specific project.*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R1-5L, R11-2, W16-7P, R10-6 and R10-23.*

**It is assumed the ADA ramp to accommodate a crosswalk would be a 5' by 5' ramp with 5' flares to tie into existing sidewalk.*

Subtotal	=	**$ 233,887.00**
Total	=	**$ 233,887.00**
Contingency (20%)	=	**$ 46,777.40**
Total Price	=	**$ 280,664.40**

Description	QTY	Unit Price	Cost	
Demo Curb & Gutter	280	$ 17.50	$ 4,900.00	
Remove Concrete Flatwork	140	$ 40.00	$ 5,600.00	
Remove Asphalt	360	$ 25.00	$ 9,000.00	
Curb & Gutter	300	$ 45.00	$ 13,500.00	
4" Concrete Sidewalk	1900	$ 13.50	$ 25,650.00	
1-1/2" Minus Base Gravel	50	$ 44.00	$ 2,200.00	
6" Concrete ADA Ramp	400	$ 30.00	$ 12,000.00	
Detectable Warning Panels	40	$ 50.00	$ 2,000.00	
12" White Epoxy Striping	240	$ 15.00	$ 3,600.00	
24" White Epoxy Striping	60	$ 20.00	$ 1,200.00	
Yellow Curb Paint	300	$ 4.00	$ 1,200.00	
Storm Drain Inlet (Type II)	4	$ 3,500.00	$ 14,000.00	
Storm Drain Manhole	2	$ 4,000.00	$ 8,000.00	
Storm Drain Pipe	135	$ 100.00	$ 13,500.00	
Asphalt Restoration	35	$ 250.00	$ 8,750.00	
Signage	4	$ 650.00	$ 2,600.00	
		15%	$ 19,155.00	ADMIN
			$ 146,855.00	SUBTOTAL
		20%	$29,371.00	CONTINGENCY
			$176,226.00	TOTAL

Engineer's Opinion of Probable Cost
for
Intersection Reconstruction (Bulbout)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 19,155.00 / LS =	$ 19,155.00
102	280	LF	Demo Curb & Gutter	$ 17.50 / LF =	$ 4,900.00
103	140	SY	Remove Concrete Flatwork	$ 40.00 / SY =	$ 5,600.00
104	360	SY	Remove Asphalt	$ 25.00 / SY =	$ 9,000.00
105	300	LF	Curb & Gutter	$ 45.00 / LF =	$ 13,500.00
106	1900	SY	4" Concrete Sidewalk	$ 13.50 / SY =	$ 25,650.00
107	50	CY	1-1/2" Minus Base Gravel	$ 44.00 / CY =	$ 2,200.00
108	400	SF	6" Concrete ADA Ramp	$ 30.00 / SF =	$ 12,000.00
109	40	SF	Detectable Warning Panels	$ 50.00 / SF =	$ 2,000.00
110	240	LF	12" White Epoxy Striping	$ 15.00 / LF =	$ 3,600.00
111	60	LF	24" White Epoxy Striping	$ 20.00 / LF =	$ 1,200.00
112	300	LF	Yellow Curb Paint	$ 4.00 / LF =	$ 1,200.00
113	4	EA	Storm Drain Inlet (Type II)	$ 3,500.00 / EA =	$ 14,000.00
114	2	EA	Storm Drain Manhole	$ 4,000.00 / EA =	$ 8,000.00
115	135	LF	Storm Drain Pipe	$ 100.00 / LF =	$ 13,500.00
116	35	SY	Asphalt Restoration	$ 250.00 / SY =	$ 8,750.00
117	4	EA	Signage	$ 650.00 / EA =	$ 2,600.00

**This estimate is based on a standard City of Billings 3-lane commercial street with a 45' width back of curb to back of curb.*

**This estimate can vary depending on the location of existing storm drain manholes and inlets*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R11-2 and W16-7P.*

**It is assumed the ADA ramp to accommodate a crosswalk would be a 5' by 5' ramp with 5' flares to tie into existing sidewalk.*

Subtotal	**= $ 146,855.00**
Total	**= $ 146,855.00**
Contingency (20%)	**= $ 29,371.00**
Total Price	**= $ 176,226.00**

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Appendix B

TABLE B.1 FULL PROJECT LIST FOR HIGH COMFORT NETWORK

PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
1	12th St W & Plainview St	BBWA Canal	Monad Rd	Planned	12	High	High	High Priority, Short Term
21	6th Ave	N 19th St	Existing trail	Planned	12	High	High	High Priority, Short Term
23	8th St W, Delphinium, Azalea, 11th, Missouri	Rimrock Rd	Central Ave	Planned	12	High	High	High Priority, Short Term
77	Lewis Ave/Yellowstone Ave/Clark Ave	Zimmerman Trl	Division St	Planned	12	High	High	High Priority, Short Term
82	Monad Rd	32nd St W	Billings Blvd	Planned	12	High	High	High Priority, Short Term
87	N 31st St	Poly Dr	6th Ave N	Planned	12	High	High	High Priority, Short Term
104	Terry/Miles/Howard/ St Johns	36th St W	1st St W	Planned	12	High	High	High Priority, Short Term
121	Phillips St	S Billings Blvd	Washington St	Planned	12	High	High	High Priority, Short Term
3	19TH	Rimrock Rd	Miles Ave	Planned	11	High	High	High Priority, Short Term
57	Grand Ave	52nd Street West	Shiloh Rd	Planned	10	High	High	High Priority, Short Term
37	BBWA Canal Trail Corridor	Broadwater Ave	BBWA Canal Trail	Existing: Future Improvement	10	High	High	High Priority, Short Term
5	21ST	Mariposa Ln	Solomon Ave	Planned	9	High	High	High Priority, Short Term
9	2nd Ave S	State Ave	N 28th St	Planned	9	High	High	High Priority, Short Term
12	3rd	Division St	N 22nd St	Planned	9	High	High	High Priority, Short Term
13	3rd Ave N	N 22nd St	Main St	Planned	9	High	High	High Priority, Short Term

PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
14	3rd St W	Parkhill Dr	Montana Ave	Planned	9	High	High	High Priority, Short Term
22	8TH Ave. S.	S 28th St	S 34th St	Planned	9	High	High	High Priority, Short Term
31	Arnold Drain	25th St W	18th St W	Planned	9	High	High	High Priority, Short Term
46	Broadway	9th Ave N	12th Ave S	Planned	9	High	High	High Priority, Short Term
90	Poly Dr	Virginia Ln	N 27th St	Planned	9	High	High	High Priority, Short Term
49	Central Ave	32nd St W	Stewart Park Rd	Planned	8	High	High	High Priority, Short Term
91	Poly Dr	38th St W	Virginia Ln	Existing: Future Improvement	8	High	High	High Priority, Short Term
113	Zimmerman Trail	3	Poly Dr	Planned	8	High	High	High Priority, Short Term
2	16th St W	Grand Ave	Central Ave	Planned	7	High	High	High Priority, Short Term
6	24TH	Howard Ave		Planned	7	High	High	High Priority, Short Term
56	Grand Ave	Shiloh Rd	74th St W	Planned	7	High	High	High Priority, Short Term
63	Jackson St	S 28th St	King Ave E	Planned	7	High	High	High Priority, Short Term
64	Jim Dutcher Trail Corridor	Mullowney Ln	Jim Dutcher Trl	Existing: Future Improvement	7	High	High	High Priority, Short Term
70	King Ave E	King Ave W	S Billings Blvd	Planned	7	High	High	High Priority, Short Term
36	BBWA Canal	Park Pl	6th Ave N	Planned	12	High	Low	High Priority, Long Term
108	Wicks Ln	Gleneagles Blvd	Kiwanis Trl	Planned	12	High	Low	High Priority, Long Term
118	36th St W	Broadwater Ave	King Ave W	Planned	12	High	Low	High Priority, Long Term

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PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
42	Billings Canal	South Shiloh Rd	TransTech Trl	Planned	11	High	Low	High Priority, Long Term
48	Central Ave	Shiloh Rd	S 64th St W	Planned	11	High	Low	High Priority, Long Term
120	Hallowell Ln	State Ave	King Ave E	Planned	11	High	Low	High Priority, Long Term
7	27th	Highway 3	5th Ave N	Planned	10	High	Low	High Priority, Long Term
60	Highway 87 Bypass	Roundup Rd	Johnson Ln	Planned	10	High	Low	High Priority, Long Term
69	King Ave	Orchard Ln	Sugar Ave	Planned	10	High	Low	High Priority, Long Term
11	34th	1st Ave S	State Ave	Planned	9	High	Low	High Priority, Long Term
18	5th Ave N	N 28th St	Main St	Planned	9	High	Low	High Priority, Long Term
68	King Ave	32nd St W	Midland Rd	Planned	9	High	Low	High Priority, Long Term
28	Alkali Creek	Future Annandale Rd	Senators Blvd	Planned	8	High	Low	High Priority, Long Term
35	Bannister Drain Trail	32nd St W	King Ave W	Planned	8	High	Low	High Priority, Long Term
50	Cove Ditch	Grand Ave	Shiloh Rd	Planned	8	High	Low	High Priority, Long Term
52	Elysian Rd	Mullowney Ln	S Frontage Rd	Planned	8	High	Low	High Priority, Long Term
71	King Ave W	Big Ditch	South 44th St W	Planned	8	High	Low	High Priority, Long Term
83	Monad Road	S 48th St W	Monad Rd	Planned	8	High	Low	High Priority, Long Term
99	South 44th St W	South 44th St W	Dobrinka Dr	Planned	8	High	Low	High Priority, Long Term
17	56th	Grand Ave	Danford Rd	Planned	7	High	Low	High Priority, Long Term

PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
27	Alkali Creek	Aronson Ave	Main St	Planned	7	High	Low	High Priority, Long Term
29	Alkali Creek	Alkali Creek	Emerald Dr	Planned	7	High	Low	High Priority, Long Term
39	BBWA Canal Trail North	East of Shadow Heights	Aronson Ave	Planned	7	High	Low	High Priority, Long Term
40	Big Ditch	Yard Office Road	Beringer Way	Planned	7	High	Low	High Priority, Long Term
41	Big Ditch	52nd Street West	Rimrock West Park	Planned	7	High	Low	High Priority, Long Term
44	Broadwater Ave	48th St W	Shiloh Rd	Planned	7	High	Low	High Priority, Long Term
58	Hesper Rd	Gabel Rd	East of Kraft Ln	Planned	7	High	Low	High Priority, Long Term
65	Jim Dutcher Trail/ Marathon Loop	Shiloh Rd	Yrpa Conservation	Planned	7	High	Low	High Priority, Long Term
89	Old Hardin Rd	Main St	US 90	Planned	7	High	Low	High Priority, Long Term
96	S Billings Blvd	King Ave E	South Billings Bridge	Planned	7	High	Low	High Priority, Long Term
111	Yellowstone River Rd	Bench Blvd	Erin St	Planned	7	High	Low	High Priority, Long Term
116	N 13th St	6th Ave N	1st Ave N	Planned	7	High	Low	High Priority, Long Term
122	Blue Creek Road	Yellowstone River	Briarwood	Planned	7	High	Low	High Priority, Long Term
53	Lillian Ave	S 26th St	Charlene St	Planned	5	Low	High	Opportunistic Priority
61	Hilltop Rd	BBWA Canal Trail North	Bench Blvd	Existing: Future Improvement	5	Low	High	Opportunistic Priority
86	N 31st St	6th Ave N	Montana Ave	Planned	5	Low	High	Opportunistic Priority
117	Broadwater Ave	Descro Park Trl	Parkview Dr	Planned	5	Low	High	Opportunistic Priority

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PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
4	19th St. W	Miles Ave	Monad Rd	Planned	4	Low	High	Opportunistic Priority
34	Avenue C	Virginia Ln	Existing Trail Pioneer Park	Planned	4	Low	High	Opportunistic Priority
74	Kiwanis Trl	Steffanich Dr	Kiwanis Trl	Planned	4	Low	High	Opportunistic Priority
92	Rimrock Rd	Little Cove Creek	54th St W	Planned	4	Low	High	Opportunistic Priority
115	46th St W	Rimrock Rd	Silver Creek Trl	Planned	4	Low	High	Opportunistic Priority
119	St. John's	8th St W	6th St W	Planned	3	Low	High	Opportunistic Priority
93	Rimrock Road Trail	Shiloh Rd	Zimmerman Trl	Existing: Future Improvement	2	Low	High	Opportunistic Priority
97	Senators Blvd	Alkali Creek Rd	Governors Blvd	Existing: Future Improvement	1	Low	High	Opportunistic Priority
10	HWY 3	Shorey Rd	Inner Belt Loop	Planned	6	Low	Low	Low Priority
24	9th Ave	N 32nd St	N 24th St	Existing: Future Improvement	6	Low	Low	Low Priority
38	BBWA Canal Trail Corridor	Monad Rd	BBWA Canal Trail Corridor	Planned	6	Low	Low	Low Priority
62	Jackson St	S 28th St	King Ave E	Planned	6	Low	Low	Low Priority
81	Molt Rd.	Charolais St	Rimrock Rd	Planned	6	Low	Low	Low Priority
98	Shiloh Rd	Neibauer Rd	Shiloh Rd	Planned	6	Low	Low	Low Priority
109	Wicks Ln	Annandale Rd	Skyway Dr	Planned	6	Low	Low	Low Priority
112	Yrpa Conservation Pond Trails	Jim Dutcher Trail/Marathon	S Billings Blvd	Planned	6	Low	Low	Low Priority
15	48TH St. W	Grand Ave	Danford Dr	Planned	5	Low	Low	Low Priority

PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
32	Arnold Drain	Grand Ave	Broadwater Ave	Planned	5	Low	Low	Low Priority
47	Canyon Creek	Big Ditch	Shiloh Rd	Planned	5	Low	Low	Low Priority
66	Jim Dutcher Trl	S Frontage Rd	Jim Dutcher Trl	Planned	5	Low	Low	Low Priority
79	S Frontage Rd	Mullowney Ln	Rudio Rd	Planned	5	Low	Low	Low Priority
80	S Frontage Rd	Riverside Rd	S Billings Blvd	Planned	5	Low	Low	Low Priority
84	Montana	State Ave	30th	Planned	5	Low	Low	Low Priority
85	Mullowney	Elysian Rd	South of Story Rd	Planned	5	Low	Low	Low Priority
106	Walter Creek Blvd	S Frontage Rd	Jim Dutcher Trail/	Planned	5	Low	Low	Low Priority
114	Zoo St	S Shiloh Rd	Entryway Dr	Planned	5	Low	Low	Low Priority
16	52nd St W	Grand Ave	Monad Rd	Planned	4	Low	Low	Low Priority
25	Access	Inner Belt Loop	North of Payton Trl	Planned	4	Low	Low	Low Priority
43	Bitterroot	Elaine St	Wicks Ln	Planned	4	Low	Low	Low Priority
54	Gabel	Hesper Rd	Zoo Dr	Planned	4	Low	Low	Low Priority
59	High Ditch	Cove Ditch	Rimrock West Park	Planned	4	Low	Low	Low Priority
67	Johnson Ln	Old Hardin Rd	Yellowstone River	Planned	4	Low	Low	Low Priority
72	Kiwanis Trail Corridor	Hawthorne Ln	Kiwanis Trl	Planned	4	Low	Low	Low Priority
73	Kiwanis Trail Corridor	Bitterroot Dr	Mary ST	Planned	4	Low	Low	Low Priority

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PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
78	Little Cove Creek	Grand Ave	Rimrock Rd	Planned	4	Low	Low	Low Priority
94	Rod and Gun Club	Iron Horse Trl	High Way 3	Planned	4	Low	Low	Low Priority
100	South of Governors Blvd	W Wicks Ln	Aronson Ave	Planned	4	Low	Low	Low Priority
123	Underpass Ave	S Billings Blvd	Calhoun	Planned	4	Low	Low	Low Priority
19	62nd	North of Rimrock Rd	Grand Ave	Planned	3	Low	Low	Low Priority
20	64th	Grand Ave	Laurel Airport Rd	Planned	3	Low	Low	Low Priority
107	West of Governors Blvd	South of W Wicks Ln	Constitution Ave	Planned	3	Low	Low	Low Priority
110	Yellowstone River Corridor	Yellowstone River Rd	Yellowstone River	Planned	3	Low	Low	Low Priority
125	25th St Bridge	Montana Ave	Minnesota Ave	Planned	3	Low	Low	Low Priority
75	Lakewood Ln	Lakewood Ln	Lake Elmo	Planned	2	Low	Low	Low Priority
8	27th St	Sugar Ave	Garden Ave	Planned	1	Low	Low	Low Priority
102	Story Rd / Wise Ln	Duck Creek Rd	Frontage Rd	Planned	1	Low	Low	Low Priority
103	Sugar	State Ave	King Ave E	Planned	1	Low	Low	Low Priority
105	Uinta Park/Twin Oaks Park	Wicks Ln	Ditch Trail	Planned	1	Low	Low	Low Priority
124	Kratz Ln	Washington St	Sugar Ave	Planned	1	Low	Low	Low Priority
26	Alexander Rd	Gleneagles Blvd	Roundup Rd	Planned	0	Low	Low	Low Priority
30	Alkali Creek Rd/ Annandale Rd	HWY 3	Gleneagles Blvd	Planned	0	Low	Low	Low Priority

PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
33	Autumnwood Dr	Autumnwood Dr	Ben Hog Ave	Planned	0	Low	Low	Low Priority
45	Broadwater Ave	Big Ditch	52nd St W	Planned	0	Low	Low	Low Priority
51	Danford	S 48th St W	West of Evening Star	Planned	0	Low	Low	Low Priority
55	Gleneagles Blvd	Alexander Rd	Annandale Rd	Planned	0	Low	Low	Low Priority
76	Laurel Airport	S 64th St W	Buffalo Trail Rd	Planned	0	Low	Low	Low Priority
88	Neibauer	Autumn Ln	East of Holly Ln	Planned	0	Low	Low	Low Priority
95	S 72nd St W	Laurel Airport Rd	S Frontage Rd	Planned	0	Low	Low	Low Priority
101	Stone Ridge	48th St W	52nd St W	Planned	0	Low	Low	Low Priority

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City Council Regular

Date:	03/10/2025
Title:	Approval of State Highway Traffic Safety DUI Grant in the Amount of $160,000
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve and accept the State Highway Traffic Safety Billings DUI Program (STEP) grant in the amount of $160,000 for the period of October 3, 2024, to September 30, 2025.

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

The State of Montana, State Highway Traffic Safety Division, has awarded the City a $160,000 grant to fund a DUI officer. The grant began on October 3, 2024, and ends September 30, 2025. These funds will be used to pay salary, benefits, overtime and equipment costs for a full-time DUI patrol officer. Grant funds are budgeted as follows; $110,000 for salary and benefits; $20,000 for overtime; and $30,000 will be used for equipment.

ALTERNATIVES

City Council may:

- Approve the Standard Agreement for traffic enforcement funding; or,
- Not Approve the Standard Agreement for traffic enforcement funding, which would eliminate the DUI funding and provide further direction to staff.

FISCAL EFFECTS

There is no financial impact on the general fund.

City Council Regular

Date:	03/10/2025
Title:	FY24 COPS Hiring Program Grant in the Amount of $1,075,720
Presented by:	Jamie Wegner
Department:	Police
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends City Council approve the FY24 COPS Hiring Program Grant in the amount of $1,075,720.

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

The COPS Hiring Program (CHP) provides funding for law enforcement agencies to hire officers in an effort to increase community police capacity and crime prevention efforts. The Department of Justice has offered a grant to the City of Billings in the amount of $1,075,720 to cover shared costs of 3 police officers. This grant period is from October 1, 2024 to September, 30 2029.

City Council authorized 8 additional officers for the FY25 budget. Initially, there were not enough funds budgeted to fill those positions entirely and currently salary savings are being used to cover the cost of vehicles and equipment for officers. Additionally, due to retirements, resignations and availability of academy spots, of the 8 officers authorized, none have been filled. This grant has awarded $500,000 to be used to share the costs of the FY25 officer positions. The grant requires a City match in the amount of $575,720.

ALTERNATIVES

City Council may:

- Approve the FY24 COPS Hiring Program Grant in the amount of $1,075,720; or,
- Not Approve the Federal FY24 COPS Hiring Program Grant in the amount of $1,075,720; which would result in the General Fund absorbing all personnel costs.

FISCAL EFFECTS

The City is required to contribute a $575,720 match over a 3-year grant period.

City Council Regular

Date:	03/10/2025
Title:	Preliminary Plat Extension Request for Hunters Pointe Subdivision
Presented by:	David Green
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-21-00032

RECOMMENDATION

Staff recommends the City Council approve the preliminary plat extension request for Hunter's Pointe Subdivision.

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

On February 13, 2025, Derek Rindlisbacher on behalf of Bach Land and Development, requested a preliminary plat extension for Hunter's Pointe Subdivision. The subdivision received original preliminary plat approval on April 26, 2021. The preliminary plat would have expired on April 26, 2024. On January 22, 2024, Shaun Athey on behalf of Bach Land and Development, requested a preliminary plat extension for Hunter's Pointe Subdivision. The request was granted for a one year extension of the preliminary approval. The new date for completion of the final plat with the most recent extension is April 26, 2025.

Bach Land and Development is requesting an additional extension of one year of the preliminary plat to April 26, 2026 for final plat. The applicant states that their construction loan was initiated for the entire property. They would be unable to record the plat until construction is further along to avoid banking complications.

ALTERNATIVES

The City Council may approve or disapprove of the preliminary plat extension request of Hunter's Pointe Subdivision. The City of Billings Subdivision Regulations state the following:
"The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period, the governing body may, at the request of the subdivider, extend its approval for a mutually agreed-upon period of time. The governing body may issue more than one extension per BMCC 23-302. M."

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:
1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;
2. Progress to date in completing the subdivision as a whole and any phases;
3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;
4. Dependence of infrastructure development on the subdivision;
5. Duration of the requested extension;
6. Demonstrated ability of the subdivider to complete the subdivision;
7. Such other factors or criteria as deemed material in the discretion of the governing body.

See attachment Extension Review Criteria which reviews the above seven criteria.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA)." Staff found no reason under the extension criteria to deny this extension of the final plat approval for the Hunter's Pointe Subdivision Preliminary Plat.

FISCAL EFFECTS

The extension request for this subdivision will have no financial impact on the Planning Division.

Attachments

Proposed Plat
Preliminary SIA
Extension Request
Extension Review Criteria

Signed Preliminary Plat Conditions of Approval
Previous Extension approval letter

PZx-21-00082

CHECKPRINT

PLAT OF

HUNTER'S POINTE SUBDIVISION

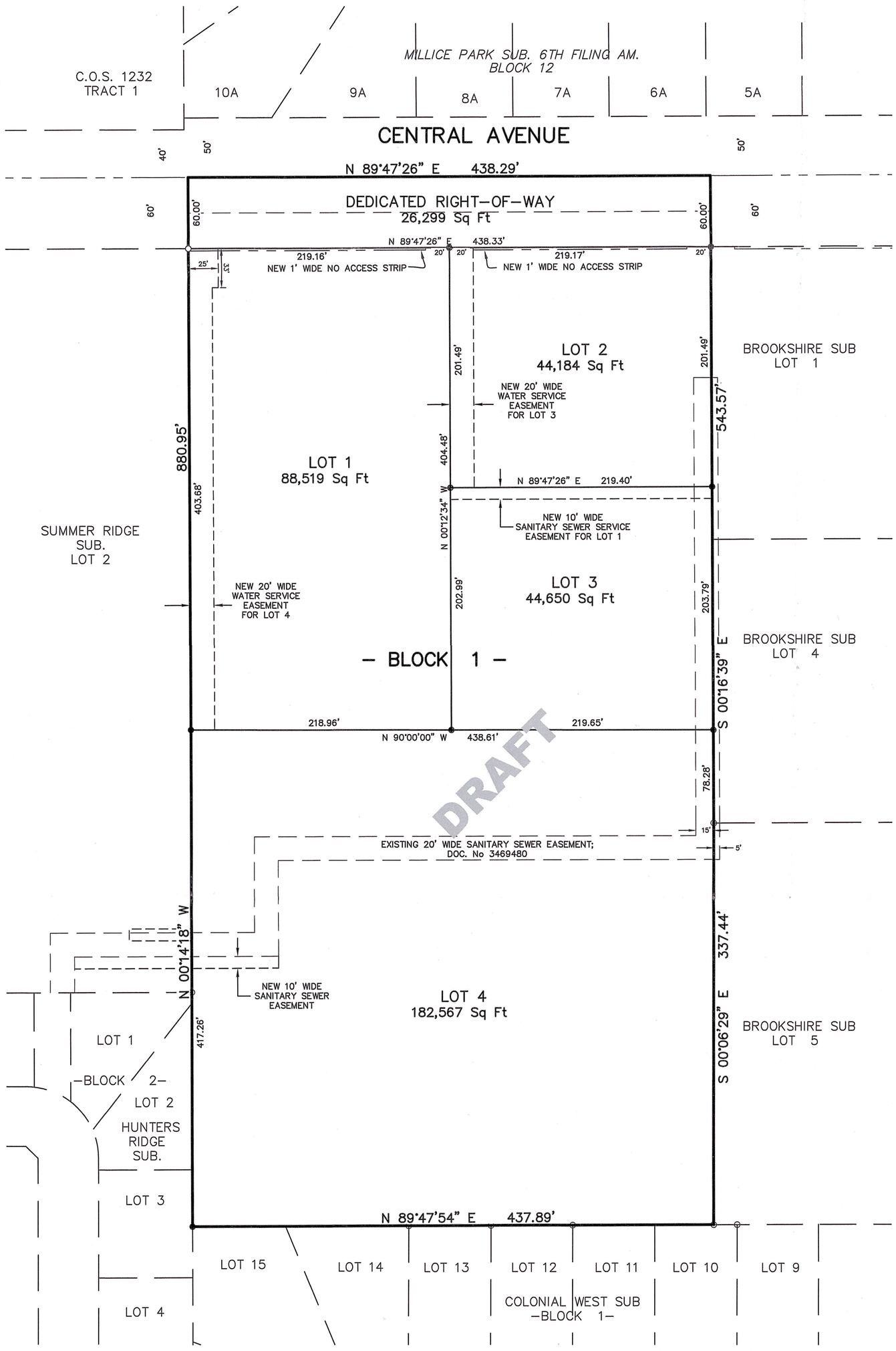
BEING TRACT 1C OF CERTIFICATE OF SURVEY No. 2991
SITUATED IN THE NW1/4 OF SECTION 12, T. 1 S., R. 25 E., P.M.M.
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

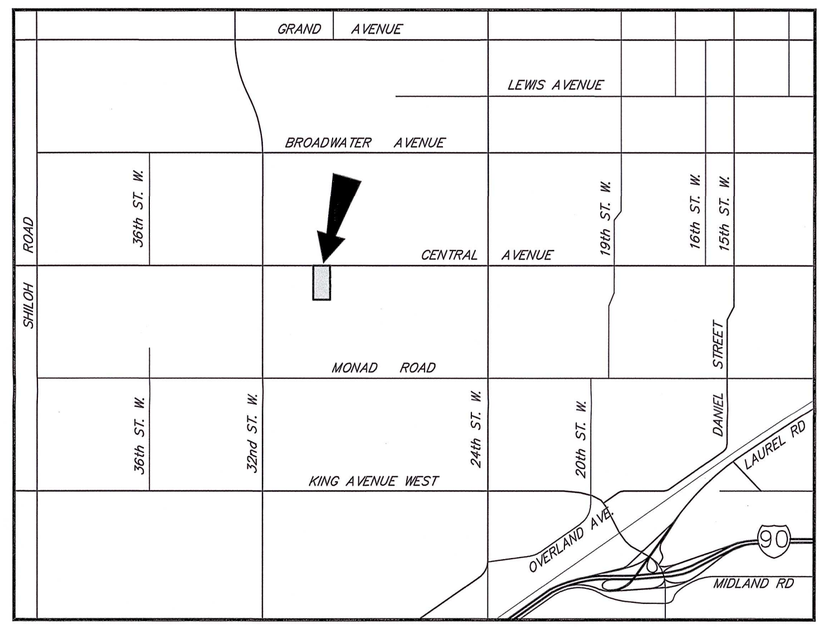
PREPARED FOR : BACH HOMES

PREPARED BY : SANDERSON STEWART

JUNE 2021

BILLINGS, MONTANA





VICINITY MAP

NOT TO SCALE

NORTH

60 30 0 60 120

SCALE:1" = 60'

BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515.

THE CONVERGENCE ANGLE AT THE SOUTHEAST CORNER OF THIS SURVEY IS –00°07'27".

DISTANCES ARE INTERNATIONAL FEET. THE GRID TO GROUND COMBINED SCALE FACTOR IS 0.999999056 FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

○ FOUND SURVEY MONUMENT, REBAR & CAP MARKED 'SANDERSON STEWART 8377S', OR AS NOTED.

● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART".

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
:ss
County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the following described tract of land do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW1/4 of Section 12, T. 1 N., R. 25 E., P.M.M., in the City of Billings and in Yellowstone County, Montana, said tract being more particularly described as follows, to–wit:

Tract 1C of Certificate of Survey No. 2991 according to the official survey thereof on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3033373.

The park requirement for this subdivision has been met by a cash donation in the amount of $_____ .

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as HUNTER'S POINTE SUBDIVISION and the lands included in all streets, and avenues as shown on the annexed plat are hereby granted and donated to the use of the public forever.

3038 CENTRAL LLC

By: _____

Title: _____

DRAFT

STATE OF _____)
:ss
County of _____)

This instrument was signed before me on _____ , 20____, by _____ as _____ of 3038 Central LLC.

_____
Notary Public in and for the State of _____

NOTICE OF APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

_____ _____
Date President

_____
Executive Secretary

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76–4–125(1)(d), M.C.A., for divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first–class or second–class municipalities for which the governing body certifies, pursuant to 76–4–127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____ _____ , 20_ .

_____
City Engineer's Office

ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

_____ _____
Examining Land Surveyor Date

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date: _____

Reviewed by: _____

CERTIFICATE OF APPROVAL: CITY COUNCIL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing PLAT OF HUNTER'S POINTE SUBDIVISION and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this _____ day of _____ , 20_____ .

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76–3–611(1)(b)/76–3–207(3), M.C.A.

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

RESERVED FOR CLERK AND RECORDER

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
:ss
County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of June 2021, a survey was performed under his supervision of a tract of land to be known as HUNTER'S POINTE SUBDIVISION in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 386,219 Sq Ft (8.8664 Acres) and the net area is 359,920 Sq Ft (8.2626 Acres), more or less.

SANDERSON STEWART

By: _____

Montana License No. _____

Date: _____

DRAFT

SUBDIVISION IMPROVEMENTS AGREEMENT

Document No.: _____

CONSENT TO PLATTING

Document No.: _____

P:\97001_12_COS_2991_Tr_1_Hunters_Pointe_Plat_Design\CADD_C3D\PRODUCTION_DWG\97001_12_FINAL_PLAT.dwg, 6/16/2021 8:52:51 AM

Remit to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS HUNTER'S POINTE SUBDIVISION

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Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS HUNTER'S POINTE SUBDIVISION

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between **BACH HOMES**, whose address for the purpose of this agreement is 11650 S State Street, Suite 300, Draper, Utah, 84020, hereinafter referred to as "Subdivider", and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of Hunter's Pointe Subdivision, being Tract 1C of Certificate of Survey No. 2991, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the _____ day of _____, 20____, the City Council conditionally approved a preliminary plat of Hunter's Pointe Subdivision; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat; and

WHEREAS, the provisions of this agreement shall be effective and applicable to Hunter's Pointe Subdivision upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

A. Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1101, BMCC):

1. None requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.

B. Lot owners should be aware that a geotechnical investigation will be required prior to future construction. Assessment and mitigation of any conditions shall be the responsibility of the lot owner.

C. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider, and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

D. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

E. The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater

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Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

Subdivider and City agree that the required street improvements are as follows:

1. All future site improvements within the subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, the most current *Stormwater Management Manual*, and other applicable City codes, rules, and regulations.

2. A Traffic Impact Study shall be required to be submitted to the Engineering Division for review and approval prior to final plat approval. Construction and/or financial contribution for improvements along adjacent streets, and within the subdivision, shall be in accordance with that document and as generally described herein.

3. Intersection contributions are also identified within the Traffic Impact Study and noted herein. The costs for these intersection improvements shall be paid for at time of initial development of any lot within the subdivision.

   Based on the Traffic Impact Study, the intersection contributions shall be paid at the time of initial development of any lot within the subdivision and are as follows:

   - List intersection $

   Total Contribution $

B. Curb, Gutter and Sidewalks

Curb, gutter and sidewalks do not currently exist along the Central Avenue frontage of the subdivision. Lots 1 and 2 front Central Avenue, and at the time of development of either of these lots, the Subdivider will install curb, gutter and sidewalk along the frontage. The sidewalk width and style shall be as specified by the City.

Internal sidewalks will be required to comply with 50-60-213, MCA.

C. Street Lighting

No street lighting exists along Central Avenue in the vicinity of this subdivision. No new street lighting will be required as a result of this subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

D. Traffic Control Devices

No street traffic control devices are anticipated at this time for the subdivision but is included in the Waiver of Right to Protest Future Special Improvement Districts.

E. Access

Access to the lots will be provided from two access points off of Central Avenue, along with a reciprocal access easement with the existing Hunter's Pointe Apartments to the west (Lot 2 of Summer Ridge Subdivision).

The first access on Central Avenue is existing and is through a Reciprocal Access Easement executed by and between Lydia Kramer Real Estate Management and Legacy Homes, Inc., recorded the 9th day of June 2008, under Document No. 3469479 between Tract 1C and 1B of Certificate of Survey 2991, according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, under Document No. 3033373.

The second access will be a new access on the common lot line of Lots 1 and 2 and is intended to provide reciprocal access between these two lots and lot 3.

Lot 4 will have a reciprocal access easement with Lot 2 of Summer Ridge Subdivision which is west of the subject lot.

F. Billings Area Bikeway and Trail Master Plan

No segment of the Bikeway and Trail Master Plan is located in this subdivision.

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G. Public Transit

There are existing MET Transit routes in the vicinity of this Subdivision. No additional improvements are required for the subdivision relating to public transit.

IV. EMERGENCY SERVICES

Emergency services will be provided by the City of Billings. Access will be provided by the adjacent roadway of Central Avenue, along with secondary access through the existing Hunter's Pointe Apartments to the west (Lot 2 of Summer Ridge Subdivision) by a reciprocal access easement.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.
- Paved emergency access roads and a looped private fire line system with hydrants exists within the development.

  The roads and hydrants shall be maintained in accordance to the currently adopted fire code requirements by the Subdivider.

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V. STORM DRAINAGE

Stormwater will be handled through surface flow and piping within the subdivision. All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of development of each individual lot.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water

Currently, the property is provided with an existing 8-inch City water service from a 12-inch water main in Central Avenue. At the time of development, each lot will be required to install an individual water service for domestic water supply from the main in Central Avenue. Water service easements shall be recorded with the subdivision plat to allow the water service for Lot 4 to cross Lot 1, and for the water service for Lot 3 to cross Lot 2.

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B. Sanitary Sewer

Currently, the property is served by an existing 8-inch sanitary sewer main that is contained within a Perpetual Right-of-Way Easement, dated June 9, 2008, executed by Hunter's Pointe Apartments, LLC, Lydia Kramer Real Estate Management and Legacy Homes, Incl, granted to the City of Billings and recorded June 17, 2008 under Document No. 3469480.

At the time of development, each lot will be required to install an individual sanitary sewer service from this main. At the time of development of Lot 4, which is currently contemplated as a multi-family residential land use, each building will be provided an individual sanitary sewer service connection from the main.

C. Power, Telephone, Gas, and Cable Television

Power, telephone, gas, and cable television lines already exist within the public right of-way. Appropriate utility easements will be provided across the subdivision lots for service to the proposed development.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed Hunter's Pointe Subdivision, as this is a minor subdivision [MCA 76-3-621(3)(a)].

VIII. IRRIGATION

No irrigation ditches are located on this property.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical investigation shall be provided as part of a building permit application for any new structure within this subdivision.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install, and construct said required improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

DRAFT

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER" **BACH HOMES**

By: _____

Title: _____

STATE OF _____)
: ss
County of _____)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of_____, personally appeared _____ _____, known to me to be the _____ of **BACH HOMES**, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

DRAFT

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20__.

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

DRAFT

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Hunter's Pointe Subdivision

Signed and dated this _____ day of _____, 20___.

"SUBDIVIDER" **BACH HOMES**

By: _____

Title: _____

STATE OF _____)
: ss
County of _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the person who executed the forgoing instrument as the _____ of **BACH HOMES** and acknowledged to me that he/she executed the same.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

Hey Dave,

We appreciate your assistance. As discussed earlier over the phone, Bach Land and Development, the owner and developer of the Hunter's Pointe Subdivision, is requesting a one-year plat extension. Since the construction loan was initiated for the entire property, we are unable to record the plat until construction is further along to avoid banking complications.

Our team has been diligently working on this project, and we are confident that we will be able to record the plat in Q4 of this year. We appreciate your consideration and look forward to your support in this matter.

Can you please place us on the March 10th, 2025 City Council Meeting with the intent to request a 1 year extension?

Thanks, and please let me know if you have any questions for us.

Derek Rindlisbacher

Land and Development Coordinator

Derek.Rindlisbacher@BachHomes.com

C: (801) 884-9447

O: (801) 727-9500

Preliminary Plat Approval Extension Request—Review Criteria

Hunter's Pointe Subdivision

When considering a request for an extension of the preliminary plat approval period, the City Council may use the following criteria to evaluate the request. Below each criterion, staff has provided some information for Council to consider.

1. *Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;*

   The preliminary plat for Hunter's Pointe Subdivision, was conditionally approved April 26, 2021. Since that time, changes to the City Subdivision Regulations have been made. The subdivision regulations were updated in October 2024. The new regulations regarding roads, lighting, parkland dedication and traffic studies are the main changes that would affect this subdivision.

   Lighting: There are no proposed roads within this subdivision. They will be providing parking lot circulation around buildings. The applicant is providing parking lot lighting around the buildings in the development.

   Traffic Studies: A TIS was provided for the initial subdivision. Any future development proposed in the subdivision may require a TIS update. At that time, they will work with City Public Works on requirements for an updated TIS.

   Parkland: This is a minor subdivision and does not require parkland.

   The proposed subdivision will not be out of compliance with the new subdivision regulations.

2. *Progress to date in completing the subdivision as a whole and any phases;*

   The developer of the proposed subdivision has been constructing apartment buildings on the southern half of the proposed subdivision, Lot 4. This has taken a large amount of time to get done and they are still continuing with construction on those buildings.

3. *Phasing of the subdivision and the ability for the existing development to operate without the delayed development;*

   The subdivider has not proposed to phase this subdivision, but will develop all the proposed lots or sell to other owners to develop them when the final plat is completed.

4. *Dependence of infrastructure development on the subdivision;*

   Infrastructure has been installed for the existing buildings under construction. The subdivision improvements consist mostly of water, sewer, and storm water management. Access to the site is from Central Avenue on the east edge of the subdivision.

5. *Duration of the requested extension;*

   The subdivider has requested an additional one year. The current three years, with the previous one year extension, will end on April 26, 2025. This extension request will put the required final plat date at April 26, 2026.

6. *Demonstrated ability of the subdivider to complete the subdivision.*

   The subdivider has developed previous dwelling units to the west of this project, Hunters Pointe. This is further development to expand what they already have in place. The applicant has been constructing the current buildings for the past two years now and they are nearing completion.

7. *Such other factors or criteria as deemed material in the discretion of the governing body.*

   There are no other factors or criteria that are material to this project.

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

April 26, 2021

Bach Homes
11650 S. State Street, Suite 300
Draper, Utah 84020

Dear Applicant:

On April 26, 2021, the Billings City Council conditionally approved the preliminary plat of Hunters Point Subdivision, subject to the following conditions of approval:

1. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov.

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: Sanderson Stewart

Planning & Community Services Department

"Serving Billings, Broadview and Yellowstone County"

2825 3rd Ave. North, 4th Floor
Billings, MT 59101
Phone: (406) 657-8246
Fax: (406) 657-8327

Hunters Pointe Subdivision

Bach Land and Development, LLC
Attn: Shaun Athey
11650 South State Street
Draper, UT 84020

March 1, 2024

Bach Land and Development, LLC / Shaun Athey;

This letter is to inform you that your request to extend the preliminary plat approval for Hunters Pointe Subdivision, for one additional year has been approved. The Billings City Council granted your request at their meeting on February 26, 2024, and extended the conditinal approval of the preliminary plat from April 26, 2024 to April 26, 2025.

If you have any questions, feel free to give me a call 247-8666.

Sincerely,

Dave Green

Dave Green
Planner II

cc: File

City Council Regular

Date:	03/10/2025
Title:	Annexation 24-05, Ward Boundary Expansion Ordinance - Second Reading
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-24-00236

RECOMMENDATION

Staff recommends the City approve this ordinance on second reading, adding recently annexed property to Ward III. Council held a public hearing on February 25th, 2025 and recommended approval on first reading. This second reading action would be consistent with first reading.

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

Sanbel on behalf of McCall Development submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Elysian Road and east of East Lane. The land being annexed is described as:

Area #1:
A tract of land situated in the northwest one-quarter (NW1/4) of Section 19, Township 1 south, Range 26 east, Yellowstone County, Montana, being Lot 4A of the Amended Plat of Lot 4, Block 27, Lot 5A, Block 24, & Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing And Tract 2A-1A of Am. Tract 2A-1 of Am. Tract 2A of Am. Tract 2, Certificate Of Survey No. 3594, on file in the office of the clerk & recorder of said County, under Document No. 4072378, said tract being more particularly described as follows, to-wit:
Beginning at a point on the existing city limits line being the southeast corner of said Lot 4A; thence, from said Point of Beginning and leaving the city limits line, S 89°57'56" W along the south line of said Lot 4A, a distance of 659.38 feet to the southwest corner of said Lot 4A; thence, N 00°09'03" W along the west line of said Lot 4A, a distance of 637.83 feet to the northwest corner of said Lot 4A; thence, S 89°57'58" E along the north line of said Lot 4A, a distance of 389.13 feet a northeasterly corner of said Lot 4A, said corner also being on the existing city limits line; thence along said city limits line and the northerly and easterly lines of said Lot 4A, the following seven (7) courses and distances:

S 00°02'02" W a distance of 29.81 feet;
S 89°57'58" E a distance of 184.98 feet;
S 00°02'02" W a distance of 155.58 feet;
S 89°57'58" E a distance of 185.93 feet;
S 00°08'35" E a distance of 246.53 feet;
S 89°57'56" W a distance of 100.00 feet;
S 00°08'35" E a distance of 205.00 feet to said Point of Beginning; said described tract having an area of 9.7246 acres, more or less; including all adjacent Right-Of-Way of East Lane; said tract also being as shown on attached ‘Annexation Exhibit'; and

Area #2:
A tract of land situated in the northwest one-quarter (NW1/4) of Section 19, Township 1 south, Range 26 east, Yellowstone County, Montana, being Lot 5A-1 of said Amended Plat of Lot 4, Block 27, Lot 5A, Block 24, & Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing And Tract 2A-1A of Am. Tract 2A-1 of Am. Tract 2A of Am. Tract 2, Certificate Of Survey No. 3594, on file in the office of the clerk & recorder of said County, under Document No. 4072378, said tract being more particularly described as follows, to-wit:
Beginning at a point on the existing city limits line also being the northeast corner of said Lot 5A-1; thence, from said Point of Beginning, along said exiting city limits line, the following three (3) course and distances:

S 00°02'02" W a distance of 361.07 feet;
N 89°57'58" W a distance of 76.01 feet;
S 00°02'02" W a distance of 42.93 feet to a point being the southeastern-most corner of said Lot 5A-1; thence, leaving said city limits line and continuing along the south line of said Lot 5A-1, N 89°57'58" W a distance of 181.33 feet to the southwest corner of said Lot 5A-1; thence N 00°09'03" W along the west line of said Lot 5A-1, a distance of 403.71 feet to the northwest corner of said Lot 5A-1; thence N 89°58'09" E along the north line of said Lot 5A-1, a distance of 258.64 feet to said Point of Beginning;
said described tract having an area of 2.3170 acres, more or less; said tract also being as shown on attached ‘Annexation Exhibit'; and

Area #3:
A tract of land situated in the northwest one-quarter (NW1/4) of Section 19, Township 1 south, Range 26 east, Yellowstone County, Montana, being the southerly 30.00 feet of the westerly 467.35 feet of Tract 2A of Amended Tract 2, Certificate of Survey No. 3592, Document No. 4044778; said tract being more particularly described as follows, to-wit: Beginning at a point on the existing city limits line being the southwest corner of said Tract 2A; thence, from said Point of Beginning, N 00°09'54" W along the west line of said Tract 2A and the existing city limits line, a distance of 30.00 feet; thence, leaving said west line and city limits line, N 89°58'09" E a distance of 467.35 feet to a southeasterly corner of said Tract 2A, said corner also being on the existing city limits line; thence along the east line of said Tract 2A and the city limits line, S 00°09'54" E a distance of 30.00 feet to the southeastern-most corner of said Tract 2A; thence, leaving said city limits line and continuing along the south line of said Tract 2A, S 89°58'09" W a distance of 467.35 feet to said Point of Beginning;
said described tract having an area of 0.3219 acres, more or less;

Upon Council approval, this annexation requires a change in the boundaries of Ward III. Two readings are required for this action. The first reading and public hearing occurred February 25th, 2025. The second reading will occur at this meeting.

STAKEHOLDERS
City Council conducted a public hearing and 1st reading on February 25, 2025. The City Council received no testimony from the public, and closed the public hearing. The City Council did not have any further discussion. Council Member Rodgers made a motion to approve the annexation on first reading and adopt the findings of the annexation criteria. The motion was seconded by Council Member Gulick and approved with a unanimous vote.

ALTERNATIVES
City Council may:

- Approve adding the subject property to Ward III, or;
- Disapprove adding the subject property to Ward III. Disapproval will not modify the boundary of Ward III and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS
This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance 24-05

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD III PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward III the following described real property:

Area #1:
A tract of land situated in the NW1/4 of Section 19, T. 1 S., R. 26 E., Yellowstone County, Montana, being Lot 4A of the Amended Plat of Lot 4, Block 27, Lot 5A, Block 24, & Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing And Tract 2A-1A of Am. Tract 2A-1 of Am. Tract 2A of Am. Tract 2, Certificate Of Survey No. 3594, on file in the office of the clerk & recorder of said County, under Document No. 4072378, said tract being more particularly described as follows, to-wit:
Beginning at a point on the existing city limits line being the southeast corner of said Lot 4A; thence, from said Point of Beginning and leaving the city limits line, S 89°57’56” W along the south line of said Lot 4A, a distance of 659.38 feet to the southwest corner of said Lot 4A; thence, N 00°09’03” W along the west line of said Lot 4A, a distance of 637.83 feet to the northwest corner of said Lot 4A; thence, S 89°57’58” E along the north line of said Lot 4A, a distance of 389.13 feet a northeasterly corner of said Lot 4A, said corner also being on the existing city limits line; thence along said city limits line and the northerly and easterly lines of said Lot 4A, the following seven (7) courses and distances:

1) S 00°02’02” W a distance of 29.81 feet;
2) S 89°57'58" E a distance of 184.98 feet;
3) S 00°02’02” W a distance of 155.58 feet;
4) S 89°57'58" E a distance of 185.93 feet;
5) S 00°08'35" E a distance of 246.53 feet;
6) S 89°57’56” W a distance of 100.00 feet;
7) S 00°08'35" E a distance of 205.00 feet to said Point of Beginning;

said described tract having an area of 9.7246 acres, more or less; including all adjacent Right-Of-Way of East Lane; said tract also being as shown on attached ‘Annexation Exhibit’,
; and

Area #2:
A tract of land situated in the NW1/4 of Section 19, T. 1 S., R. 26 E., Yellowstone County, Montana, being Lot 5A-1 of said Amended Plat of Lot 4, Block 27, Lot 5A, Block 24, & Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing And Tract 2A-1A of Am. Tract 2A-1 of Am. Tract 2A of Am. Tract 2, Certificate Of Survey No. 3594, on file in the office of the clerk & recorder of said County, under Document No. 4072378, said tract being more particularly described as follows, to-wit:
Beginning at a point on the existing city limits line also being the northeast corner of said Lot 5A-1; thence, from said Point of Beginning, along said exiting city limits line, the following three (3) course and distances:

1) S 00°02'02" W a distance of 361.07 feet;
2) N 89°57'58" W a distance of 76.01 feet;
3) S 00°02'02" W a distance of 42.93 feet to a point being the southeastern -most corner of said Lot 5A-1; thence, leaving said city limits line and continuing along the south line of said Lot 5A-1, N 89°57'58" W a distance of 181.33 feet to the southwest corner of said Lot 5A-1; thence N 00°09'03" W along the west line of said Lot 5A-1, a distance of 403.71 feet to the northwest corner of said Lot 5A-1; thence N 89°58’09” E along the north line of said Lot 5A-1, a distance of 258.64 feet to said Point of Beginning;

said described tract having an area of 2.3170 acres, more or less; said tract also being as shown on attached ‘Annexation Exhibit’,
; and

Area #3:
A tract of land situated in the NW1/4 of Section 19, T. 1 S., R. 26 E., Yellowstone County, Montana, being the southerly 30.00 feet of the westerly 467.35 feet of Tract 2A of Amended Tract 2, Certificate of Survey No. 3592, Document No. 4044778; said tract being more particularly described as follows, to-wit:
Beginning at a point on the existing city limits line being the southwest corner of said Tract 2A; thence, from said Point of Beginning, N 00°09’54” W along the west line of said Tract 2A and the existing city limits line, a distance of 30.00 feet; thence, leaving said west line and city limits line, N 89°58’09” E a distance of 467.35 feet to a southeasterly corner of said Tract 2A, said corner also being on the existing city limits line; thence along the east line of said Tract 2A and the city limits line, S 00°09’54” E a distance of 30.00 feet to the southeastern-most corner of said Tract 2A; thence, leaving said city limits line and continuing along the south line of said Tract 2A, S 89°58’09” W a distance of 467.35 feet to said Point of Beginning;
said described tract having an area of 0.3219 acres, more or less,

See Exhibit “A” Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 25-_____ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 24th day of February, 2025.

PASSED by the City Council on the second reading this 10th day of March, 2025.

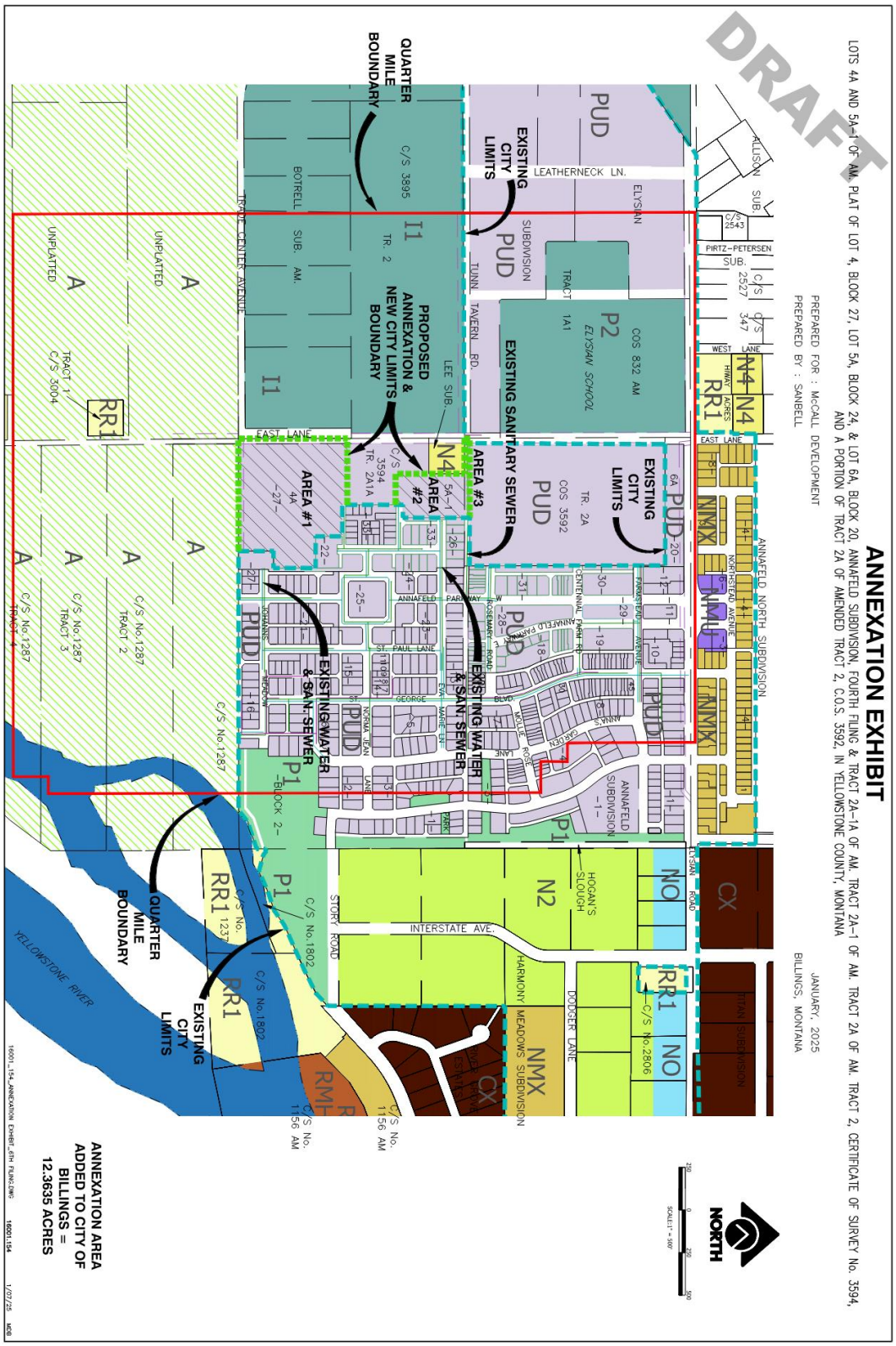
THE CITY OF BILLINGS:

_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

EXHIBIT 'A'


DRAFT
ANNEXATION EXHIBIT
LOTS 4A AND 5A-1 OF AM. PLAT OF LOT 4, BLOCK 27, LOT 5A, BLOCK 24, & LOT 6A, BLOCK 20, ANNAFELD SUBDIVISION, FOURTH FILING & TRACT 2A-1A OF AM. TRACT 2A-1 OF AM. TRACT 2A OF AM. TRACT 2, CERTIFICATE OF SURVEY No. 3594, AND A PORTION OF TRACT 2A OF AMENDED TRACT 2, C.O.S. 3592, IN YELLOWSTONE COUNTY, MONTANA
PREPARED FOR : McCALL DEVELOPMENT
PREPARED BY : SANBELL
JANUARY, 2025
BILLINGS, MONTANA
QUARTER MILE BOUNDARY
EXISTING CITY LIMITS
PROPOSED ANNEXATION & NEW CITY LIMITS BOUNDARY
EXISTING SANITARY SEWER
EXISTING WATER & SAN. SEWER
AREA #1
AREA #2
AREA #3
LEATHERNECK LN.
ELYSIAN
ELYSIAN SCHOOL
ANNAFELD NORTH SUBDIVISION
ANNAFELD SUBDIVISION
HOGAN'S SLOUGH
HARMONY MEADOWS SUBDIVISION
TITAN SUBDIVISION
INTERSTATE AVE.
STORY ROAD
DODGER LANE
ELYSIAN ROAD
TRADE CENTER AVENUE
YELLOWSTONE RIVER
UNPLATTED
BOTTRELL SUB. AM.
LEE SUB.
ALLISON SUB.
PIRTZ-PETERSEN SUB.
ANNAFELD PARKWAY
NORTHSTEAD AVENUE
FARMSTEAD AVENUE
CENTENNIAL FARM RD.
ROSEMARY ROAD
ANNAFELD BLVD.
MOLLIE LANE
PAUL LANE
GEORGE ST.
NORMA JEAN ST.
WAYNE ST.
JOHANNA WAY
WEST LANE
EAST LANE
TAVERN RD.
SUBDIVISION
TUNN
HIWAY ACRES
TRACT 1A1
TRACT 2A1A
TRACT 1 C/S 3004
TRACT 2
TRACT 3
TRACT 4
C/S 3895
C/S 3594
C/S 347
C/S 2527
C/S 2543
C/S No.1287
C/S No.1802
C/S No.2806
C/S No. 1237
C/S No. 1156 AM
COS 832 AM
COS 3592
TR. 2
TR. 2A
4A
5A-1
6A
ANNEXATION AREA ADDED TO CITY OF BILLINGS = 12.3635 ACRES
NORTH
SCALE: 1" = 300'
16001_154_ANNEXATION EXHIBIT_6TH FILING.DWG
16001.154
1/27/25
MCB

Date:	03/10/2025
Title:	Payment of Claims for week of February 4th, 2025
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 $2,540,088.42 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 02042025

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	877610	Ace Electric	Parking	$ 4,182.74	PARK 3 TROUBLESHOOTING LIGHTS IN MAINTENANCE OFFICE
02/04/2025	877614	All Color Embroidery	Fleet	$ 553.00	39697
02/04/2025	877614	All Color Embroidery	Fleet	$ 1,782.00	39745
02/04/2025	877614	All Color Embroidery	Public Safety	$ 1,782.00	--; GRAPHICS
02/04/2025	877615	All Partitions and Parts	Transit	$ 7,630.00	17465_Bathroom Partitions for Metroplex and Shipping
02/04/2025	877615	All Partitions and Parts	Transit	$ 1,118.00	17465_Bathroom Partitions for Metroplex and Shipping
02/04/2025	877626	Beartooth Environmental	Solid Waste	$ 17,403.25	Manifests026835869JJK; 026835868JJK; 026835870JJK
02/04/2025	877629	Billings Kubota	Capital Replace	$ 10,652.00	ERP replacement for #1680 utility vehicle - 01-22409
02/04/2025	877629	Billings Kubota	Park Dist 1	$ 897.00	ERP replacement for #1680 utility vehicle - 01-22409
02/04/2025	877629	Billings Kubota	Water	$ 754.65	CYLINDER FOR VEHICLE 7327
02/04/2025	877631	Billings Precast Enterprises	Water	$ 2,345.00	24" FRAME RINGS 4" HIGH - P/N: 333-075-00560
02/04/2025	877631	Billings Precast Enterprises	Water	$ 4,275.00	24-IN-BLGS STD C 1 COVERS - MANHOLE COVER (#301 MCI)
02/04/2025	877631	Billings Precast Enterprises	Water	$ 2,680.00	24-IN-FRAME/RINGS FOR - MANHOLE COVER-METAL-7"
02/04/2025	877639	Century Link	Airport	$ 49.20	Airport Terminal Power M
02/04/2025	877639	Century Link	Airport	$ 45.66	Airport Alarm
02/04/2025	877639	Century Link	Airport	$ 45.19	Airport 1FB Line
02/04/2025	877639	Century Link	Airport	$ 83.58	Airport
02/04/2025	877639	Century Link	Airport	$ 45.19	Airport P9 Building
02/04/2025	877639	Century Link	Airport	$ 466.98	Airport -Charges for Airport phone fax alarm line
02/04/2025	877639	Century Link	Airport	$ 31.99	Bill Date: Aug 16, 2021. QTA Phone
02/04/2025	877639	Century Link	Engineering	$ 118.40	Measured Lines Depot 50/50
02/04/2025	877639	Century Link	EOC 911	$ 45.65	911
02/04/2025	877639	Century Link	EOC 911	$ 45.65	911
02/04/2025	877639	Century Link	EOC 911	$ 300.00	9-1-1 Center Landfill #2
02/04/2025	877639	Century Link	EOC 911	$ 311.26	9-1-1 Center Fox Reservoir #2
02/04/2025	877639	Century Link	EOC 911	$ 3,248.80	9-1-1 Center
02/04/2025	877639	Century Link	EOC 911	$ (93.38)	9-1-1 Center
02/04/2025	877639	Century Link	EOC 911	$ (93.38)	9-1-1 Center
02/04/2025	877639	Century Link	Fleet	$ 44.69	Motor Pool
02/04/2025	877639	Century Link	General	$ -	Cemetery Kenco Line
02/04/2025	877639	Century Link	IT Resources	$ 49.20	Kenco Security Alarm IT Alarm
02/04/2025	877639	Century Link	Library	$ 421.11	Library 6 lines
02/04/2025	877639	Century Link	P.W. Admin	$ 118.40	Measured Lines Depot 50/50

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	877639	Century Link	Park Dist 1	$ 66.00	Parks
02/04/2025	877639	Century Link	Park Dist 1	$ 63.00	Stewart Park Batting Cages
02/04/2025	877639	Century Link	Park Dist 1	$ 46.00	Parks 3890 Stillwater
02/04/2025	877639	Century Link	Parking	$ 35.19	Park 2 Elevator Phone
02/04/2025	877639	Century Link	Parking	$ 49.20	Park 1 Elevator Phone
02/04/2025	877639	Century Link	Phone System	$ 118.08	Library 4 lines
02/04/2025	877639	Century Link	Phone System	$ 665.10	Library 4 lines
02/04/2025	877639	Century Link	Phone System	$ (1,330.20)	Library 4 lines
02/04/2025	877639	Century Link	Phone System	$ 115.86	Airport Measured Lines
02/04/2025	877639	Century Link	Phone System	$ 108.40	Met Measured Lines
02/04/2025	877639	Century Link	Phone System	$ 108.40	BOC Measured Lines
02/04/2025	877639	Century Link	Phone System	$ 108.40	PUD Measured Lines
02/04/2025	877639	Century Link	Phone System	$ 2,764.00	Main System Centrex
02/04/2025	877639	Century Link	Phone System	$ 607.40	Main System Centrex
02/04/2025	877639	Century Link	Phone System	$ 58.23	MET Fax and Kenco Fax
02/04/2025	877639	Century Link	Phone System	$ 49.48	Animal Control Fax
02/04/2025	877639	Century Link	Phone System	$ 56.62	Fire Alarm
02/04/2025	877639	Century Link	Phone System	$ 56.62	Four Dances
02/04/2025	877639	Century Link	Phone System	$ 55.62	Miller Building
02/04/2025	877639	Century Link	Phone System	$ 56.55	Pioneer Park
02/04/2025	877639	Century Link	Phone System	$ 58.23	Streets Fax
02/04/2025	877639	Century Link	Planning	$ 49.20	Planning Traffic Central Broadwater
02/04/2025	877639	Century Link	Planning	$ 49.20	Planning Traffic Central 9th
02/04/2025	877639	Century Link	Public Safety	$ 49.20	Fire Elevator
02/04/2025	877639	Century Link	Public Safety	$ 46.19	Crime Prevention Alarm
02/04/2025	877639	Century Link	Public Safety	$ 119.32	Fire
02/04/2025	877639	Century Link	Public Safety	$ 118.28	Fire RR Crossing Alarm
02/04/2025	877639	Century Link	Public Safety	$ 59.20	Fire 5 911 Line
02/04/2025	877639	Century Link	Public Safety	$ 35.19	Fire Maintenance Shop
02/04/2025	877639	Century Link	Radio	$ 311.26	Fire Airport Radio Tower WCK
02/04/2025	877639	Century Link	Radio	$ 311.26	Fire Airport Radio Tower Jellison
02/04/2025	877639	Century Link	Solid Waste	$ 84.38	Solid Waste Landfill
02/04/2025	877639	Century Link	Solid Waste	$ 187.10	SW Landfill

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	877639	Century Link	Street/Traffic	$ 35.19	PW Traffic 3728 McDougall
02/04/2025	877639	Century Link	Street/Traffic	$ 49.20	PW Traffic Signal 24 Central
02/04/2025	877639	Century Link	Wastewater	$ 56.33	PUD Sahara Sand Lift Station
02/04/2025	877639	Century Link	Water	$ 39.44	PUD Alarm Water Tower
02/04/2025	877648	Collaborative Design Arch	Wastewater	$ 20,871.55	WO 23-24 Belknap Office Remodel Phase 2
02/04/2025	877652	Community Solutions	Court Grants	$ 3,265.00	25 Jan. EtG CSI
02/04/2025	877659	Cove Irrigation Ditch	Storm Sewer	$ 1,775.00	Falcon Ridge Estates..Water Discharge fo
02/04/2025	877659	Cove Irrigation Ditch	Storm Sewer	$ 2,200.00	Reflections At Copper Ridge...Water Disc
02/04/2025	877665	Dakota Supply Group	Water	$ 1,054.06	48 X 84 CURB BOX L/ROD 1-1/2" TAP W/ PENTAGON LID
02/04/2025	877665	Dakota Supply Group	Water	$ 513.00	8" X 10" CI-FC REPAIR CLAMP - F1-939 X 10-SH P/N: F193910SH
02/04/2025	877665	Dakota Supply Group	Water	$ 338.23	8" X 20" CI-FC REPAIR CLAMP - F1-939 X20-SH P/N: 405762
02/04/2025	877665	Dakota Supply Group	Water	$ 357.90	BLUE MARKING PAINT P/N: 111-090-00140
02/04/2025	877665	Dakota Supply Group	Water	$ 329.59	PACER TEFLON DRAIN PLUNGER (PVC) (AFCPACER7) P/N: 380465
02/04/2025	877665	Dakota Supply Group	Water	$ 3,129.68	TYLER 6860 HD 26" TOP SECTION (TY502166) (COB-100)
02/04/2025	877670	Dell Computer L P	General	$ 256.08	Qty. 2 24" Monitors -Court
02/04/2025	877670	Dell Computer L P	General	$ 171.21	Qty. 2 24" Monitors -Court
02/04/2025	877670	Dell Computer L P	P.W. Admin	$ (128.35)	Dell OptiPlex, i7, 16GB, 1TB -Parking Front desk at new CH
02/04/2025	877670	Dell Computer L P	P.W. Admin	$ 1,661.23	Mobile Precision Laptop and Dock - PUD
02/04/2025	877670	Dell Computer L P	P.W. Admin	$ (171.21)	Qty. 2 24" Monitors -Court
02/04/2025	877670	Dell Computer L P	Parking	$ 1,141.12	Dell OptiPlex, i7, 16GB, 1TB -Parking Front desk at new CH
02/04/2025	877670	Dell Computer L P	Parking	$ 128.35	Dell OptiPlex, i7, 16GB, 1TB -Parking Front desk at new CH
02/04/2025	877673	Desert Mountain	Street/Traffic	$ 5,873.12	ice slicer
02/04/2025	877677	Donnes	Water	$ 12,137.50	Digging Intake # 1 07/22/2024 to 07/26/
02/04/2025	877679	DOWL	Water	$ 1,800.00	WO 23-01 2023 Water and Sewer Main Replacement - Water
02/04/2025	877679	DOWL	Water	$ 45,389.13	WO 25-01 Contract 1: 2025 Water Main Replacement
02/04/2025	877681	Downtown Billings BID	Downtown BID	$ 52,991.89	Tax Year 24; BID Assessments Housing Authority
01/29/2025	348205	EBMS Import	City Ins Fund	$ 3,525.94	EBMS INSURANCE PAYMENTS
01/29/2025	348206	EBMS Import	City Ins Fund	$ 4,708.00	EBMS INSURANCE PAYMENTS
01/29/2025	348207	EBMS Import	City Ins Fund	$ 37,886.16	EBMS INSURANCE PAYMENTS
01/29/2025	348209	EBMS Import	City Ins Fund	$ 8,266.71	EBMS INSURANCE PAYMENTS
01/29/2025	348211	EBMS Import	City Ins Fund	$ 13,328.69	EBMS INSURANCE PAYMENTS
01/29/2025	348213	EBMS Import	City Ins Fund	$ 5,724.00	EBMS INSURANCE PAYMENTS
01/29/2025	348214	EBMS Import	City Ins Fund	$ 100,675.43	EBMS INSURANCE PAYMENTS

Check Date	Check #	Name	Fund Name	Amount	Item Desc
01/29/2025	348216	EBMS Import	City Ins Fund	$ 6,900.34	EBMS INSURANCE PAYMENTS
01/29/2025	348217	EBMS Import	City Ins Fund	$ 3,968.21	EBMS INSURANCE PAYMENTS
01/29/2025	348218	EBMS Import	City Ins Fund	$ 3,218.30	EBMS INSURANCE PAYMENTS
01/29/2025	348222	EBMS Import	City Ins Fund	$ 4,146.75	EBMS INSURANCE PAYMENTS
01/29/2025	348224	EBMS Import	City Ins Fund	$ 3,609.51	EBMS INSURANCE PAYMENTS
01/29/2025	348231	EBMS Import	City Ins Fund	$ 3,732.59	EBMS INSURANCE PAYMENTS
01/29/2025	348232	EBMS Import	City Ins Fund	$ 2,690.89	EBMS INSURANCE PAYMENTS
01/29/2025	348240	EBMS Import	City Ins Fund	$ 3,314.15	EBMS INSURANCE PAYMENTS
01/29/2025	348250	EBMS Import	City Ins Fund	$ 19,603.95	EBMS INSURANCE PAYMENTS
01/29/2025	348259	EBMS Import	City Ins Fund	$ 13,168.39	EBMS INSURANCE PAYMENTS
01/29/2025	348266	EBMS Import	City Ins Fund	$ 7,271.30	EBMS INSURANCE PAYMENTS
01/29/2025	348267	EBMS Import	City Ins Fund	$ 47,354.17	EBMS INSURANCE PAYMENTS
01/29/2025	348275	EBMS Import	City Ins Fund	$ 2,739.32	EBMS INSURANCE PAYMENTS
01/29/2025	348276	EBMS Import	City Ins Fund	$ 4,946.57	EBMS INSURANCE PAYMENTS
01/29/2025	348277	EBMS Import	City Ins Fund	$ 40,140.98	EBMS INSURANCE PAYMENTS
01/29/2025	348285	EBMS Import	City Ins Fund	$ 3,521.90	EBMS INSURANCE PAYMENTS
01/29/2025	348299	EBMS Import	City Ins Fund	$ 2,719.20	EBMS INSURANCE PAYMENTS
01/29/2025	348313	EBMS Import	City Ins Fund	$ 6,508.09	EBMS INSURANCE PAYMENTS
01/29/2025	348317	EBMS Import	City Ins Fund	$ 14,159.18	EBMS INSURANCE PAYMENTS
01/29/2025	348323	EBMS Import	City Ins Fund	$ 4,567.90	EBMS INSURANCE PAYMENTS
01/29/2025	348325	EBMS Import	City Ins Fund	$ 14,839.08	EBMS INSURANCE PAYMENTS
01/29/2025	348327	EBMS Import	City Ins Fund	$ 3,644.81	EBMS INSURANCE PAYMENTS
01/29/2025	348329	EBMS Import	City Ins Fund	$ 9,097.87	EBMS INSURANCE PAYMENTS
01/29/2025	348331	EBMS Import	City Ins Fund	$ 40,762.98	EBMS INSURANCE PAYMENTS
01/29/2025	348335	EBMS Import	City Ins Fund	$ 4,296.31	EBMS INSURANCE PAYMENTS
01/29/2025	348338	EBMS Import	City Ins Fund	$ 4,470.80	EBMS INSURANCE PAYMENTS
01/29/2025	348341	EBMS Import	City Ins Fund	$ 2,958.84	EBMS INSURANCE PAYMENTS
01/29/2025	348342	EBMS Import	City Ins Fund	$ 6,666.34	EBMS INSURANCE PAYMENTS
01/29/2025	348360	EBMS Import	City Ins Fund	$ 4,637.24	EBMS INSURANCE PAYMENTS
01/29/2025	348372	EBMS Import	City Ins Fund	$ 5,904.13	EBMS INSURANCE PAYMENTS
01/29/2025	348388	EBMS Import	City Ins Fund	$ 22,753.00	EBMS INSURANCE PAYMENTS
01/29/2025	348392	EBMS Import	City Ins Fund	$ 3,377.74	EBMS INSURANCE PAYMENTS
01/31/2025	87667	EBMS Import Flex	City Ins Fund	$ 4,999.80	EBMS INSURANCE PAYMENTS

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01/31/2025	87669	EBMS Import Flex	City Ins Fund	$ 2,589.71	EBMS INSURANCE PAYMENTS
02/04/2025	ACH	Eldorado National CA	Transit	$ 327.64	90877936_Unit#1832_Shipping
02/04/2025	ACH	Eldorado National CA	Transit	$ 2,169.92	90877936_Unit#1832_Side Window
02/04/2025	ACH	Eldorado National CA	Transit	$ 131.63	90877970_Unit#1836_DEF Gauge
02/04/2025	ACH	Eldorado National CA	Transit	$ 14.71	90877970_Unit#1836_Shipping
02/04/2025	ACH	Eldorado National CA	Transit	$ 2,385.85	90878002_Curbside Mirror Assembly
02/04/2025	ACH	Eldorado National CA	Transit	$ 2,385.85	90878002_Unit#1832_Curbside Mirror Assembly
02/04/2025	ACH	Eldorado National CA	Transit	$ 327.64	90878002_Unit#1832_Shipping
02/04/2025	877683	Elreg Distributors	Transit	$ 4,629.49	0142575-IN_Unit#1839_Alternator
02/04/2025	877683	Elreg Distributors	Transit	$ 327.31	0142575-IN_Unit#1839_Shipping
02/04/2025	877685	Executive Cleaning	Library	$ 2,214.00	79708
02/04/2025	877685	Executive Cleaning	Library	$ 1,620.00	79762
02/04/2025	877690	Floyd's Truck Center WY	Solid Waste	$ 418,567.00	Encumbrance per Sourcewell Contract #060920-ATC (Autocar)
02/04/2025	877691	Gillig Corporation	Transit	$ 2,392.08	41264245_Brake Pad Kit
02/04/2025	877691	Gillig Corporation	Transit	$ 190.82	41264780_Slide Pin Kit & Caps-Brakes
02/04/2025	877691	Gillig Corporation	Transit	$ 21.23	41264780_Slide Pin Kit & Caps-Brakes
02/04/2025	877691	Gillig Corporation	Transit	$ 234.49	41264780_Unit#1843_Shipping
02/04/2025	877691	Gillig Corporation	Transit	$ 190.82	41264780_Unit#1843_Slide Pin Kit Brakes
02/04/2025	877691	Gillig Corporation	Transit	$ 1,196.04	41266325_Brake Pad Kits
02/04/2025	877691	Gillig Corporation	Transit	$ 201.52	41266325_Shipping
02/04/2025	877692	Good Earth Works	Park Dist 1	$ 21,642.54	Ret release; WO 2332 Gorham Park Irrigation System Replace
02/04/2025	ACH	HDR	Wastewater	$ 10,525.65	WO 2415 WRF Chemical Room Repair..Contract 2 - Engineering
02/04/2025	877706	Insight Public Sector	Public Safety	$ 9,539.76	Qty. 12 FZ-40, i7, 32GB, 512GB, docks, serivce plan -Police
02/04/2025	877706	Insight Public Sector	Public Safety	$ 53,037.84	Qty. 12 FZ-40, i7, 32GB, 512GB, docks, serivce plan -Police
02/04/2025	877706	Insight Public Sector	Public Safety	$ 1,525.84	Qty. 3 FZ-40 Docks and Qty. 2 CF-33 Docks
02/04/2025	877707	Interstate Power Systems	Transit	$ 3,469.46	R007061999-01_Unit#1834_Transmission Fix
02/04/2025	877707	Interstate Power Systems	Transit	$ 1,234.94	R007062099-01_Unit#1829_Transmission
02/04/2025	877710	JDMD INC	Solid Waste	$ 12,435.00	Programming Collection Fleet radios.
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 640.00	P02454
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 58.20	P02454
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 10.12	P02454
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 12.32	P02454
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 115.88	P02454

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 141.32	P02454
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 25.08	P02454
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 29.92	P02454
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 1,912.98	P02454
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 122.40	P02454
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 449.50	P02454
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 1,665.40	P02454
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 77.60	P02454
02/04/2025	ACH	Joe Johnson Equipment	Fleet	$ 329.10	P02454
02/04/2025	877726	L P Anderson Tire	Fleet	$ 344.00	2208337
02/04/2025	877726	L P Anderson Tire	Fleet	$ 65.00	2208352
02/04/2025	877726	L P Anderson Tire	Street/Traffic	$ 275.25	--; TIRE; TIRE
02/04/2025	877726	L P Anderson Tire	Street/Traffic	$ 11,860.56	--; TIRE; TIRE
02/04/2025	877726	L P Anderson Tire	Street/Traffic	$ 11,860.56	--; TIRE; TIRE
02/04/2025	877726	L P Anderson Tire	Street/Traffic	$ 80.00	TIRE REPAIR; TIRE REPAIR
02/04/2025	877726	L P Anderson Tire	Street/Traffic	$ 89.50	TIRE REPAIR; TIRE REPAIR
02/04/2025	877726	L P Anderson Tire	Street/Traffic	$ 103.17	TIRE REPAIR; TIRE REPAIR
02/04/2025	877726	L P Anderson Tire	Street/Traffic	$ 107.45	TIRE REPAIR; TIRE REPAIR
02/04/2025	877726	L P Anderson Tire	Street/Traffic	$ 159.00	TIRE REPAIR; TIRE REPAIR
02/04/2025	877726	L P Anderson Tire	Street/Traffic	$ 255.00	TIRE REPAIR; TIRE REPAIR
02/04/2025	877726	L P Anderson Tire	Street/Traffic	$ 159.00	TIRE REPAIR; TIRE REPAIR
02/04/2025	877726	L P Anderson Tire	Water	$ 65.00	NONE; ALIGNMENT
02/04/2025	877728	Lee Newspaper Enterprises	P.W. Admin	$ 6,094.16	Public Works Dept Media Marketing 2023; STMT, Nov 2024
02/04/2025	877728	Lee Newspaper Enterprises	P.W. Admin	$ 9,262.96	Public Works Dept Media Marketing 2023; STMT, Dec 2024
02/04/2025	877741	Midland Implement	Payroll Clearing	$ 25,560.00	BD1257; Bid Refunds
02/04/2025	877742	Midland Implement	Payroll Clearing	$ 9,123.60	BD1258; Bid Refunds
02/04/2025	877748	Montana Dakota Utilities	Airport	$ 2,332.63	285 580 1000 6
02/04/2025	877748	Montana Dakota Utilities	Airport	$ 9,212.12	595 580 1000 1
02/04/2025	877748	Montana Dakota Utilities	Airport	$ 1,438.70	706 580 1000 7
02/04/2025	877748	Montana Dakota Utilities	Engineering	$ 359.96	595 373 1000 1
02/04/2025	877748	Montana Dakota Utilities	Facilities	$ 6,322.35	375 963 4481 4
02/04/2025	877748	Montana Dakota Utilities	Facilities	$ 3,908.46	929 780 1000 4
02/04/2025	877748	Montana Dakota Utilities	Library	$ 6,707.07	219 924 4851 0

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	877748	Montana Dakota Utilities	Park Dist 1	$ 181.84	112 138 9381 8
02/04/2025	877748	Montana Dakota Utilities	Park Dist 1	$ 578.74	437 780 1000 9
02/04/2025	877748	Montana Dakota Utilities	Park Dist 1	$ 93.18	501 473 1000 2
02/04/2025	877748	Montana Dakota Utilities	Park Dist 1	$ 186.01	703 760 1000 8
02/04/2025	877748	Montana Dakota Utilities	Park Dist 1	$ 73.37	879 660 1000 8
02/04/2025	877748	Montana Dakota Utilities	Park Dist 1	$ 341.83	902 360 1000 6
02/04/2025	877748	Montana Dakota Utilities	Parking	$ 26.30	717 353 1000 6
02/04/2025	877748	Montana Dakota Utilities	Parking	$ 192.73	799 152 1209 0
02/04/2025	877748	Montana Dakota Utilities	Public Safety	$ 26.30	062 907 9494 7
02/04/2025	877748	Montana Dakota Utilities	Public Safety	$ 682.36	307 111 5825 0
02/04/2025	877748	Montana Dakota Utilities	Public Safety	$ 95.69	514 117 0478 9
02/04/2025	877748	Montana Dakota Utilities	Public Safety	$ 746.10	533 653 1000 1
02/04/2025	877748	Montana Dakota Utilities	Public Safety	$ 466.11	668 670 1000 2
02/04/2025	877748	Montana Dakota Utilities	Public Safety	$ 364.86	672 860 1000 3
02/04/2025	877748	Montana Dakota Utilities	Public Safety	$ 1,354.33	819 360 1000 8
02/04/2025	877748	Montana Dakota Utilities	Public Safety	$ 24.40	930 442 2308 4
02/04/2025	877748	Montana Dakota Utilities	Wastewater	$ 7,052.02	293 780 1000 2
02/04/2025	877748	Montana Dakota Utilities	Wastewater	$ 14,104.02	293 780 1000 2
02/04/2025	877748	Montana Dakota Utilities	Wastewater	$ 7,052.02	293 780 1000 2
02/04/2025	877748	Montana Dakota Utilities	Wastewater	$ 74.18	596 733 1000 5
02/04/2025	877748	Montana Dakota Utilities	Wastewater	$ 73.57	713 064 3190 0
02/04/2025	877748	Montana Dakota Utilities	Wastewater	$ 77.44	735 453 1000 2
02/04/2025	877748	Montana Dakota Utilities	Wastewater	$ 75.72	843 879 2205 1
02/04/2025	877748	Montana Dakota Utilities	Water	$ 146.91	162 660 1000 4
02/04/2025	877748	Montana Dakota Utilities	Water	$ 157.66	373 580 1000 9
02/04/2025	877748	Montana Dakota Utilities	Water	$ 157.66	373 580 1000 9
02/04/2025	877748	Montana Dakota Utilities	Water	$ 120.60	541 380 1000 1
02/04/2025	877748	Montana Dakota Utilities	Water	$ 80.68	921 580 1000 6
02/04/2025	877749	Montana Lines	SID Const	$ 99,082.28	SID 14-25 Broso Park and Gabel Traffic Signal; Pmt 2 Final
02/04/2025	877749	Montana Lines	St Maint Dist	$ 80,196.21	SID 14-25 Broso Park and Gabel Traffic Signal; Pmt 2 Final
02/04/2025	877750	Montana Muscle Movers	Stillwater Const	$ 54,705.00	Phase 3 Move from Old City Hall to New City Hall
02/04/2025	877751	Montana Peterbilt	Fleet	$ 88.00	108592BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 190.21	108592BL

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02/04/2025	877751	Montana Peterbilt	Fleet	$ 64.02	108740BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 88.00	108799BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 335.07	108799BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 43.14	108844BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 46.08	108844BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 14.24	108844BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 15.36	108844BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 51.00	108844BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 25.98	108921BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 156.25	109014BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ (156.25)	109014BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 1,677.24	109014BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 125.45	109028BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 260.36	109036BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 223.07	109060BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 77.52	109567BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 191.12	109567BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 237.06	109567BL
02/04/2025	877751	Montana Peterbilt	Fleet	$ 121.64	109567BL
02/04/2025	877751	Montana Peterbilt	Transit	$ (70.00)	CM102754BLA_Brake Shoe Cores Return
02/04/2025	877753	Morrison Maierle	Wastewater	$ 28,535.34	WO 25-01 Contract 2: 2025 Sewer Replacement Project
02/04/2025	877753	Morrison Maierle	Water	$ 6,492.00	WO 24-01 Cedar Park Water Main Replacement
02/04/2025	877753	Morrison Maierle	Water	$ 195.00	WO 24-24 Voelker Pump Station PRV
02/04/2025	877757	Napa Auto Parts	Fleet	$ 75.53	628799
02/04/2025	877757	Napa Auto Parts	Fleet	$ 159.66	629011
02/04/2025	877757	Napa Auto Parts	Fleet	$ 16.30	629035
02/04/2025	877757	Napa Auto Parts	Fleet	$ 144.75	629039
02/04/2025	877757	Napa Auto Parts	Fleet	$ 86.80	629039
02/04/2025	877757	Napa Auto Parts	Fleet	$ 431.64	629055
02/04/2025	877757	Napa Auto Parts	Fleet	$ 101.06	629055
02/04/2025	877757	Napa Auto Parts	Fleet	$ 81.80	629084
02/04/2025	877757	Napa Auto Parts	Fleet	$ 56.33	629169
02/04/2025	877757	Napa Auto Parts	Fleet	$ 7.99	629238

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02/04/2025	877757	Napa Auto Parts	Fleet	$ 16.47	629343
02/04/2025	877757	Napa Auto Parts	Fleet	$ 30.57	629367
02/04/2025	877757	Napa Auto Parts	Fleet	$ 73.71	629817
02/04/2025	877757	Napa Auto Parts	Fleet	$ 128.25	629842
02/04/2025	877757	Napa Auto Parts	Fleet	$ 44.10	629956
02/04/2025	877757	Napa Auto Parts	Fleet	$ 26.04	629956
02/04/2025	877757	Napa Auto Parts	Fleet	$ 96.50	629956
02/04/2025	877757	Napa Auto Parts	Fleet	$ 103.97	629997
02/04/2025	877757	Napa Auto Parts	Fleet	$ 21.30	630012
02/04/2025	877757	Napa Auto Parts	Fleet	$ 75.81	630047
02/04/2025	877757	Napa Auto Parts	Fleet	$ 8.20	630088
02/04/2025	877757	Napa Auto Parts	Fleet	$ 25.47	630091
02/04/2025	877757	Napa Auto Parts	Fleet	$ 1.27	630445
02/04/2025	877757	Napa Auto Parts	Fleet	$ 26.37	630445
02/04/2025	877757	Napa Auto Parts	Fleet	$ 34.97	630445
02/04/2025	877757	Napa Auto Parts	Fleet	$ 21.14	630445
02/04/2025	877757	Napa Auto Parts	Fleet	$ 43.15	630445
02/04/2025	877757	Napa Auto Parts	Fleet	$ 16.99	630601
02/04/2025	877757	Napa Auto Parts	Fleet	$ 43.36	630675
02/04/2025	877757	Napa Auto Parts	Fleet	$ 92.35	630691
02/04/2025	877757	Napa Auto Parts	Fleet	$ (43.36)	630735
02/04/2025	877757	Napa Auto Parts	Fleet	$ 35.10	630736
02/04/2025	877757	Napa Auto Parts	Fleet	$ 10.98	630750
02/04/2025	877757	Napa Auto Parts	Fleet	$ 46.11	630750
02/04/2025	877757	Napa Auto Parts	Fleet	$ 15.24	630750
02/04/2025	877757	Napa Auto Parts	Fleet	$ 34.29	630789
02/04/2025	877757	Napa Auto Parts	Fleet	$ 10.76	630918
02/04/2025	877757	Napa Auto Parts	Fleet	$ 33.10	630962
02/04/2025	877757	Napa Auto Parts	Fleet	$ 9.99	631300
02/04/2025	877757	Napa Auto Parts	Fleet	$ 21.32	631300
02/04/2025	877757	Napa Auto Parts	Fleet	$ 42.64	631528
02/04/2025	877757	Napa Auto Parts	Fleet	$ 8.04	631602
02/04/2025	877757	Napa Auto Parts	Fleet	$ 40.20	631607

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02/04/2025	877757	Napa Auto Parts	Fleet	$ 74.73	631648
02/04/2025	877757	Napa Auto Parts	Fleet	$ 46.10	631648
02/04/2025	877757	Napa Auto Parts	Fleet	$ 13.20	631808
02/04/2025	877757	Napa Auto Parts	Fleet	$ 46.10	631885
02/04/2025	877757	Napa Auto Parts	Fleet	$ 74.73	631885
02/04/2025	877757	Napa Auto Parts	Fleet	$ 157.38	631885
02/04/2025	877757	Napa Auto Parts	Fleet	$ 160.50	631885
02/04/2025	877757	Napa Auto Parts	Fleet	$ 16.16	631911
02/04/2025	877757	Napa Auto Parts	Fleet	$ 6.57	632071
02/04/2025	877757	Napa Auto Parts	Fleet	$ 52.80	632087
02/04/2025	877757	Napa Auto Parts	Fleet	$ 138.00	632973
02/04/2025	877757	Napa Auto Parts	Fleet	$ 13.17	632985
02/04/2025	877757	Napa Auto Parts	Fleet	$ 23.10	633220
02/04/2025	877757	Napa Auto Parts	Fleet	$ 8.10	633220
02/04/2025	877757	Napa Auto Parts	Fleet	$ 17.60	633220
02/04/2025	877757	Napa Auto Parts	Fleet	$ 7.00	633220
02/04/2025	877757	Napa Auto Parts	Fleet	$ 14.94	633220
02/04/2025	877757	Napa Auto Parts	Fleet	$ 42.60	633220
02/04/2025	877757	Napa Auto Parts	Fleet	$ 8.10	633220
02/04/2025	877757	Napa Auto Parts	Fleet	$ 16.60	633220
02/04/2025	877757	Napa Auto Parts	Fleet	$ 11.90	633220
02/04/2025	877757	Napa Auto Parts	Fleet	$ 6.00	633220
02/04/2025	877757	Napa Auto Parts	Fleet	$ 37.32	633414
02/04/2025	877757	Napa Auto Parts	Fleet	$ 49.28	634231
02/04/2025	877757	Napa Auto Parts	Fleet	$ 276.00	634240
02/04/2025	877757	Napa Auto Parts	Fleet	$ 89.56	634324
02/04/2025	877757	Napa Auto Parts	Fleet	$ 188.28	634429
02/04/2025	877757	Napa Auto Parts	Fleet	$ 214.47	634429
02/04/2025	877757	Napa Auto Parts	Fleet	$ 42.60	634429
02/04/2025	877757	Napa Auto Parts	Fleet	$ 497.00	634429
02/04/2025	877757	Napa Auto Parts	Fleet	$ 115.02	634429
02/04/2025	877757	Napa Auto Parts	Fleet	$ 30.44	634624
02/04/2025	877757	Napa Auto Parts	Fleet	$ 19.14	634624

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02/04/2025	877757	Napa Auto Parts	Fleet	$ 13.86	634624
02/04/2025	877757	Napa Auto Parts	Public Safety	$ 7.84	629959
02/04/2025	877757	Napa Auto Parts	Solid Waste	$ 100.12	FILTER-AIR; FILTER
02/04/2025	877757	Napa Auto Parts	Solid Waste	$ 100.12	FILTER-AIR; FILTER
02/04/2025	877757	Napa Auto Parts	Solid Waste	$ 16.58	FILTER-FUEL; FILTER
02/04/2025	877757	Napa Auto Parts	Solid Waste	$ 16.58	FILTER-FUEL; FILTER
02/04/2025	877757	Napa Auto Parts	Solid Waste	$ 40.59	FILTER-FUEL; FILTER
02/04/2025	877757	Napa Auto Parts	Solid Waste	$ 40.59	FILTER-FUEL; FILTER
02/04/2025	877757	Napa Auto Parts	Street/Traffic	$ 68.31	inv#633832wire/lights/elec tape
02/04/2025	877764	NorthWestern Energy	Engineering	$ 600.10	1741314-7
02/04/2025	877764	NorthWestern Energy	Engineering	$ 32.33	Depot parking lot lights
02/04/2025	877764	NorthWestern Energy	Facilities	$ 6,765.62	0100507-3
02/04/2025	877764	NorthWestern Energy	Facilities	$ 708.03	0720829-1
02/04/2025	877764	NorthWestern Energy	Facilities	$ 1,825.84	0975808-7
02/04/2025	877764	NorthWestern Energy	Facilities	$ 664.37	1160802-3
02/04/2025	877764	NorthWestern Energy	Facilities	$ 2,448.48	1160804-9
02/04/2025	877764	NorthWestern Energy	Facilities	$ 2,640.49	1269391-7
02/04/2025	877764	NorthWestern Energy	Facilities	$ 387.22	3927205-9
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 1,279.39	0100506-5
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 38.20	0712387-0
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 227.11	0712536-2
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 44.16	0720818-4
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 269.93	0720821-8
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 6.00	0722237-5
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 6.52	0722247-4
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 89.36	0722255-7
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ -	0722257-3
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 64.50	0722260-7
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ -	0722261-5
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ -	0722262-3
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ -	0722265-6
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 62.24	0722266-4
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 1.35	0722268-0

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02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 8.86	0722269-8	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 17.58	0722287-0	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 10.63	0722292-0	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 21.15	0722293-8	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 6.00	0722905-7	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 80.30	0722933-9	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 10.44	0723027-9	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 85.26	0723035-2	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 6.66	0723036-0	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 168.66	0723037-8	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 37.95	0723042-8	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 18.56	0723044-4	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 58.73	0723045-1	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ -	0723050-1	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ -	0723051-9	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ -	0723052-7	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 18.86	0723054-3	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 12.51	0723055-0	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 33.22	0723056-8	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 7.97	0723057-6	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 11.75	0723058-4	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 8.70	0723090-7	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 6.00	0723162-4	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ -	0723170-7	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 29.41	0789437-1	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 193.62	0925496-2	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 22.44	1191404-1	
02/04/2025	877764	NorthWestern Energy	Park Dist 1	$ 11.22	1836666-6	
02/04/2025	877764	NorthWestern Energy	Parking	$ 2,381.22	0720834-1	
02/04/2025	877764	NorthWestern Energy	Parking	$ 1,643.30	1569636-2	
02/04/2025	877764	NorthWestern Energy	Parking	$ 17.11	1594282-4	
02/04/2025	877764	NorthWestern Energy	Parks Maint	$ 192.88	1059093-3	
02/04/2025	877764	NorthWestern Energy	Public Safety	$ 617.54	0871546-8	

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02/04/2025	877764	NorthWestern Energy	Public Safety	$ -	3448739-7
02/04/2025	877764	NorthWestern Energy	Radio	$ 276.44	0721580-9
02/04/2025	877764	NorthWestern Energy	Solid Waste	$ 1,115.16	3252194-0
02/04/2025	877764	NorthWestern Energy	Street/Traffic	$ 6.00	0723645-8
02/04/2025	877764	NorthWestern Energy	Street/Traffic	$ 0.34	1740357-7
02/04/2025	877764	NorthWestern Energy	Street/Traffic	$ 0.58	1748896-6
02/04/2025	877764	NorthWestern Energy	Transit	$ 466.27	1784756-7
02/04/2025	877764	NorthWestern Energy	Wastewater	$ 60,717.60	0100591-7
02/04/2025	877764	NorthWestern Energy	Wastewater	$ 872.56	0100606-3
02/04/2025	877764	NorthWestern Energy	Wastewater	$ 302.55	822 Shiloh Crossing Blvd Lift..Dec 2024
02/04/2025	877764	NorthWestern Energy	Water	$ 852.92	0100485-2
02/04/2025	877764	NorthWestern Energy	Water	$ 5,642.91	0100540-4
02/04/2025	877764	NorthWestern Energy	Water	$ 2,617.66	0100606-3
02/04/2025	877764	NorthWestern Energy	Water	$ 66,314.18	0100606-3
02/04/2025	877764	NorthWestern Energy	Water	$ 2,907.38	0722264-9
02/04/2025	877764	NorthWestern Energy	Water	$ 2,755.49	0723040-2
02/04/2025	877764	NorthWestern Energy	Water	$ 42.59	0723059-2
02/04/2025	877764	NorthWestern Energy	Water	$ 374.24	1116452-2
02/04/2025	877764	NorthWestern Energy	Water	$ 1,168.84	4519 Hesper Rd..Temp Service..Dec 2024
02/04/2025	877768	Performance Engin & Consult	Gas Tax	$ 3,640.00	2024-081 2024 City Surveys...Wicks & Br
02/04/2025	877768	Performance Engin & Consult	Wastewater	$ 375.00	WO 25-23 Surveying Services... Belknap S
02/04/2025	877768	Performance Engin & Consult	Water	$ 375.00	WO 25-23 Surveying Services... Belknap S
02/04/2025	877769	Peterson Office Furniture	Stillwater Const	$ 7,350.00	Labor to moving files
02/04/2025	877773	Playspace Designs	Park Dist 1	$ 12,381.00	LILLIS SENIOR CHALLENAGE BOARD- INVOICE 13693
02/04/2025	877774	Public Utilities	Park Dist 1	$ 293.98	3085074
02/04/2025	877774	Public Utilities	Park Dist 1	$ 391.18	3091164
02/04/2025	877774	Public Utilities	Park Dist 1	$ 135.05	3091164
02/04/2025	877774	Public Utilities	Park Dist 1	$ 37.85	3110120
02/04/2025	877774	Public Utilities	Park Dist 1	$ 86.57	3113369
02/04/2025	877774	Public Utilities	Parks Maint	$ 213.03	3059048
02/04/2025	877774	Public Utilities	Parks Maint	$ 10.05	3061212
02/04/2025	877774	Public Utilities	Parks Maint	$ 21.53	3063385
02/04/2025	877774	Public Utilities	Parks Maint	$ 27.55	3064055

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02/04/2025	877774	Public Utilities	Parks Maint	$ 37.85	3069969
02/04/2025	877774	Public Utilities	Parks Maint	$ 31.48	3072990
02/04/2025	877774	Public Utilities	Parks Maint	$ 19.09	3073704
02/04/2025	877774	Public Utilities	Parks Maint	$ 8.12	3074748
02/04/2025	877774	Public Utilities	Parks Maint	$ 37.85	3074750
02/04/2025	877774	Public Utilities	Parks Maint	$ 28.13	3074751
02/04/2025	877774	Public Utilities	Parks Maint	$ 31.48	3075407
02/04/2025	877774	Public Utilities	Parks Maint	$ 27.84	3075860
02/04/2025	877774	Public Utilities	Parks Maint	$ 20.04	3075860
02/04/2025	877774	Public Utilities	Parks Maint	$ 21.53	3078687
02/04/2025	877774	Public Utilities	Parks Maint	$ 37.85	3081602
02/04/2025	877774	Public Utilities	Parks Maint	$ 21.20	3084220
02/04/2025	877774	Public Utilities	Parks Maint	$ 38.25	3086389
02/04/2025	877774	Public Utilities	Parks Maint	$ 87.87	3086390
02/04/2025	877774	Public Utilities	Parks Maint	$ 108.50	3086391
02/04/2025	877774	Public Utilities	Parks Maint	$ 38.25	3086392
02/04/2025	877774	Public Utilities	Parks Maint	$ 21.20	3086393
02/04/2025	877774	Public Utilities	Parks Maint	$ 31.48	3086929
02/04/2025	877774	Public Utilities	Parks Maint	$ 17.25	3087030
02/04/2025	877774	Public Utilities	Parks Maint	$ 35.70	3090572
02/04/2025	877774	Public Utilities	Parks Maint	$ 31.81	3095935
02/04/2025	877774	Public Utilities	Parks Maint	$ 92.04	3098116
02/04/2025	877774	Public Utilities	Parks Maint	$ 38.25	3098117
02/04/2025	877774	Public Utilities	Parks Maint	$ 27.84	3098999
02/04/2025	877774	Public Utilities	Parks Maint	$ 38.25	3107305
02/04/2025	877774	Public Utilities	Parks Maint	$ 31.48	3107704
02/04/2025	877774	Public Utilities	Parks Maint	$ 64.74	3107704
02/04/2025	877774	Public Utilities	Parks Maint	$ 37.85	3108190
02/04/2025	877774	Public Utilities	Parks Maint	$ 215.35	3109457
02/04/2025	877774	Public Utilities	Parks Maint	$ 27.84	3109458
02/04/2025	877774	Public Utilities	Parks Maint	$ 28.13	3113693
02/04/2025	877774	Public Utilities	Parks Maint	$ 163.89	3113702
02/04/2025	877774	Public Utilities	Public Safety	$ 65.46	3065605

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02/04/2025	877774	Public Utilities	Public Safety	$ 139.29	3065605
02/04/2025	877774	Public Utilities	Public Safety	$ 51.95	3072537
02/04/2025	877774	Public Utilities	Public Safety	$ 43.35	3072537
02/04/2025	877774	Public Utilities	Public Safety	$ 63.12	3088868
02/04/2025	877774	Public Utilities	Public Safety	$ 146.78	3104126
02/04/2025	877774	Public Utilities	Solid Waste	$ 16.02	3077970
02/04/2025	877774	Public Utilities	Solid Waste	$ 34.38	3092576
02/04/2025	877774	Public Utilities	Solid Waste	$ 13.35	3112719
02/04/2025	877774	Public Utilities	Street/Traffic	$ 2.60	3073598
02/04/2025	877774	Public Utilities	Street/Traffic	$ 34.97	3075421
02/04/2025	877774	Public Utilities	Street/Traffic	$ 20.23	3075422
02/04/2025	877774	Public Utilities	Street/Traffic	$ 8,779.45	3083177
02/04/2025	877774	Public Utilities	Street/Traffic	$ 20.23	3087054
02/04/2025	877774	Public Utilities	Street/Traffic	$ 34.97	3094347
02/04/2025	877774	Public Utilities	Transit	$ 40.51	3064066
02/04/2025	877774	Public Utilities	Transit	$ 69.14	3064066
02/04/2025	877774	Public Utilities	Wastewater	$ 3,463.46	3060439
02/04/2025	877774	Public Utilities	Wastewater	$ 10.05	3075442
02/04/2025	877775	QSI 2011	IT Resources	$ 14,186.37	Annual Silver Level Questys Software Mntnce 4/1/25-3/31/26
02/04/2025	ACH	RDO Equipment	Solid Waste	$ 4,663.80	Filter Elements for landfill equipment.
02/04/2025	ACH	RDO Equipment	Solid Waste	$ 7,043.90	LABOR
02/04/2025	ACH	RDO Equipment	Solid Waste	$ 13,568.89	SHRD; MOTOR; FN; GRILLE; S/H; LK NTS; O-RNG; SPCR; PLT
02/04/2025	877779	Rimrock Foundation	Court Grants	$ 4,172.87	25 January Rimrock Treatment Services
02/04/2025	877783	Riverstone Health	General	$ 11,295.00	Health Fees 1st Half of FY 2025; July to December, 2024
02/04/2025	877781	Riverstone Health	General	$ 11,250.00	Q3 FY25 January-March DEQ Air Quality Monitoring Contract
02/04/2025	877782	Riverstone Health	Public Safety	$ 16,179.73	RiverStone-two Nurses home visiting services- NFP program
02/04/2025	877790	Sanderson Stewart	SID Const	$ 1,463.14	SID 14-25 Gabel Road Corridor Signal Tim
02/04/2025	877790	Sanderson Stewart	St Maint Dist	$ 1,463.14	SID 14-25 Gabel Road Corridor Signal Tim
02/04/2025	877787	S-Bar-S Supply	General	$ 17,499.00	turned girt pole building in mountview cemetery
02/04/2025	877792	School District No 2	Tax Incrmnt S	$ 100,000.00	SBBURD Tax Increment Finance Assistance to SD#2 Riverside
02/04/2025	877793	Second Nature Consulting	Park Dist 1	$ 855.00	Castlerock restroom renovations
02/04/2025	877793	Second Nature Consulting	Park Dist 1	$ 3,990.00	trail improvements-Lillis lane and Parkview Drive
02/04/2025	877796	Solid Waste Systems	Fleet	$ 1,973.04	0177941-IN

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	877796	Solid Waste Systems	Fleet	$ 790.22	177670
02/04/2025	877796	Solid Waste Systems	Fleet	$ 67.41	177670
02/04/2025	877796	Solid Waste Systems	Fleet	$ 218.44	177760
02/04/2025	877796	Solid Waste Systems	Fleet	$ 8,995.73	177760
02/04/2025	877796	Solid Waste Systems	Street/Traffic	$ 29.34	KIT BOLT
02/04/2025	877796	Solid Waste Systems	Street/Traffic	$ 171.24	SHEAR BOLTS
02/04/2025	877796	Solid Waste Systems	Street/Traffic	$ 35.07	SHIPPING
02/04/2025	ACH	Town & Country Supply	Fleet	$ 3,728.71	445855
02/04/2025	ACH	Town & Country Supply	Fleet	$ 7,937.44	445855
02/04/2025	ACH	Town & Country Supply	Fleet	$ 4,300.59	445855
02/04/2025	ACH	Town & Country Supply	Fleet	$ 2.48	445855
02/04/2025	ACH	Town & Country Supply	Fleet	$ 5,017.36	445855
02/04/2025	ACH	Town & Country Supply	Transit	$ 4,930.12	446241_Unleaded Fuel
02/04/2025	ACH	Town & Country Supply	Water	$ 3,115.20	#1 Diesel Fuel for Belknap
02/04/2025	ACH	Town & Country Supply	Water	$ 5,921.24	#2 Diesel Fuel for Belknap
02/04/2025	ACH	Tractor & Equipment	Fleet	$ 100.80	BLCS0853377
02/04/2025	ACH	Tractor & Equipment	Fleet	$ 14.86	BLCS0853377
02/04/2025	ACH	Tractor & Equipment	Fleet	$ 103.79	BLCS0853377
02/04/2025	ACH	Tractor & Equipment	Fleet	$ 458.12	BLCS0853378
02/04/2025	ACH	Tractor & Equipment	Solid Waste	$ 57,923.72	1050 Undercarriage rebuild. Landfill unit 0269.
02/04/2025	ACH	Tractor & Equipment	Street/Traffic	$ 20.48	bolts/washers for cutting edges
02/04/2025	ACH	Tractor & Equipment	Street/Traffic	$ 634.10	LAMP
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 1,782.00	Aces Brand Imaging - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 12.99	Albertsons #1227 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 15.75	Albertsons #4025 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 334.85	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 159.88	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 34.97	Amazon Mktpl*Zg3Qv3Wu2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 43.98	Amazon Mktpl*Zg5Jn1Jr2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 61.98	Amazon Mktpl*Zg9Te8Ji2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 93.94	Amazon Mktpl*Zp45W84T2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 61.95	Amazon Mktpl*Zp9Oc9Gz0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 89.59	Amazon Reta* Zg3Nn2Et2 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 44.99	Amazon.Com*Zd4To52H1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 209.90	Amzn Mktp Us*Ze50X0No2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 3.76	Applied Ind Tech 2422 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 110.69	Applied Ind Tech 2422 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 296.61	Avis Rent-A-Car - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 197.35	Billings Kubota Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 3,503.00	Billings Overhead Door In - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 472.00	Billings Overhead Door In - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 96.00	Creative Monograms Smb - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 36.00	Culligan Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 165.00	Dxp Enterprises - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 473.56	Ecolab Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 406.94	General Safety Equipment - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 9.33	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 32.44	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 42.38	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 535.80	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 10.25	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 63.88	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 12.06	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 726.18	In *Automatic Doors Of Mo - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 64.00	In *Cotter'S Sewer, Septi - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 712.29	Johnstone Supply - Billin - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 27.06	Johnstone Supply - Billin - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 1,278.51	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 2,590.20	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 91.74	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 1,681.28	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 1,676.14	Mb Companies - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 432.07	Mb Companies - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 35.83	Napa Store 3547004 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 159.65	Norco - 97 - Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 285.16	North Coast Electric - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 95.00	Nwaaae - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 495.00	Nwaaae - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 87.49	Office Depot #450 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 158.62	Pacwest Machinery Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 600.00	Paypal *Baugh - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 219.98	Rdo Equipment Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 156.90	Rdo Equipment Co - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 35.94	Shipton'S Big R East - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 183.34	Shipton'S Big R West - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 108.99	Spi*Directv Service - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 141.00	Spic And Span - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 22.50	Staley S Tire And Automot - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 782.96	Stapls7648414380000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 12.59	Stapls7648415006000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 207.16	Stapls7648783675000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 14.34	Stapls7649291274000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 765.57	Stapls7909398023000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 727.05	State Chemic*State Che - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 41.07	State Chemic*State Che - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 1,659.40	Sunseeker Resorts - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 29.98	Tractor-Supply-Co #0303 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 3,305.27	Usda Aphis Act Hldr - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 315.90	Walgreens #10652 - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 25.31	Yellowstone County Treas - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 3,007.00	Yellowstone Electric Comp - PCard
02/04/2025	ACH	U.S. Bank PCards	Airport	$ 16.59	Zoom.Com 888-799-9666 - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 50.28	Amazon Mktpl*Z51Js6Jt0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 13.31	Amazon Mktpl*Z96Tm6M41 - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 46.53	Amazon Mktpl*Ze0R56Qe0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 8.58	Amazon Reta* Zp3Ez56E0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 79.50	American Water Technol - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 17.58	Amzn Mktp Us*Z94Di0Mf1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 28.31	Amzn Mktp Us*Zp9W62400 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Building	$ 118.00	Iapmo - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 120.00	Iapmo - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 125.00	Iapmo - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 93.00	Iapmo - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 900.00	Int'L Code Council - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 600.00	Int'L Code Council - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 600.00	Int'L Code Council - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 900.00	Int'L Code Council - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 240.00	Int'L Code Council Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 100.00	Int'L Code Council Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 305.00	Int'L Code Council Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 100.00	Int'L Code Council Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 86.95	Orleans Hotel & Casino - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 86.95	Orleans Hotel & Casino - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 86.95	Orleans Hotel & Casino - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 589.58	Orleans Hotel & Casino - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 589.58	Orleans Hotel & Casino - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 589.58	Orleans Hotel & Casino - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 73.45	Orleans Hotel & Casino - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 514.10	Orleans Hotel & Casino - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 61.08	Samsclub #4805 - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 1,167.00	Sp Easyplant - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 96.42	Target 00013334 - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 129.00	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 412.28	United 0162446183609 - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 414.43	United 0162446192316 - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 410.13	United 0162446951652 - PCard
02/04/2025	ACH	U.S. Bank PCards	Building	$ 385.37	United 0162450230596 - PCard
02/04/2025	ACH	U.S. Bank PCards	CDBG	$ 598.98	Airbnb * Hm9Pyzmwkm - PCard
02/04/2025	ACH	U.S. Bank PCards	CDBG	$ 47.85	Amazon Mktpl*Zg4Tq4Uy2 - PCard
02/04/2025	ACH	U.S. Bank PCards	CDBG	$ 87.89	Amazon Mktpl*Zg4Tq4Uy2 - PCard
02/04/2025	ACH	U.S. Bank PCards	CDBG	$ 44.81	Amazon.Com*Zd7Dd1I52 - PCard
02/04/2025	ACH	U.S. Bank PCards	CDBG	$ 45.51	Amazon.Com*Zg51K9Qs2 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	CDBG	$ 1,914.92	Cncs - PCard
02/04/2025	ACH	U.S. Bank PCards	CDBG	$ 1,914.92	Cncs - PCard
02/04/2025	ACH	U.S. Bank PCards	CDBG	$ 50.83	Presidents Vol Srv Award - PCard
02/04/2025	ACH	U.S. Bank PCards	CDBG	$ 229.20	Tst* Walkers - PCard
02/04/2025	ACH	U.S. Bank PCards	Court Grants	$ 4.49	Albertsons #0047 - PCard
02/04/2025	ACH	U.S. Bank PCards	Court Grants	$ 13.97	Evergreen Ace Hardware - PCard
02/04/2025	ACH	U.S. Bank PCards	Court Grants	$ 16.59	Zoom.Com 888-799-9666 - PCard
02/04/2025	ACH	U.S. Bank PCards	Engineering	$ 54.50	4Te*Alarm Monitoring Serv - PCard
02/04/2025	ACH	U.S. Bank PCards	Engineering	$ 68.80	4Te*Alarm Monitoring Serv - PCard
02/04/2025	ACH	U.S. Bank PCards	Engineering	$ 29.98	Amazon Mktpl*Z95Jh7F41 - PCard
02/04/2025	ACH	U.S. Bank PCards	Engineering	$ 54.48	Amazon Mktpl*Zp8Jv2Nm1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Engineering	$ 10.90	Amazon.Com*Zd1H89Xf2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Engineering	$ 102.73	Costco Whse #1644 - PCard
02/04/2025	ACH	U.S. Bank PCards	Engineering	$ 395.51	Staples Inc Vt - PCard
02/04/2025	ACH	U.S. Bank PCards	EOC 911	$ 224.50	Amazon Mktpl*Z531R6Ci1 - PCard
02/04/2025	ACH	U.S. Bank PCards	EOC 911	$ 227.61	Amzn Mktp Us*Zd66E4Yi2 - PCard
02/04/2025	ACH	U.S. Bank PCards	EOC 911	$ 1,575.00	Apco International Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	EOC 911	$ 136.06	Mid-Rivers Telephone Coo - PCard
02/04/2025	ACH	U.S. Bank PCards	EOC 911	$ 160.00	Triangle Communications - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 37.50	4Te*Alarm Monitoring Serv - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 12.50	4Te*Alarm Monitoring Serv - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 1,034.25	Air Controls-Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 1,079.37	Air Controls-Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 400.00	Air Controls-Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 139.84	Amazon Mark* Zp1Gr0Sz0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 30.90	Amazon Mktpl*Ze5025F72 - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 174.73	Ecolab Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 57.04	Ferguson Ent - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 19.45	Ferguson Ent #1342 - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 106.51	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 1,202.91	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 21.58	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 179.90	Kings Ace Hdwe - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 6.71	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 44.95	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 56.95	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 42.00	Spinfresh Laundry - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 40.25	Spinfresh Laundry - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 56.00	Spinfresh Laundry - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 66.50	Spinfresh Laundry - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 95.00	Sq *Skyline Services, Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 140.00	Sq *Skyline Services, Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 592.74	State Chemic*State Che - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 2,407.59	State Chemic*State Che - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 897.21	State Chemic*State Che - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 5.93	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 74.52	The Mail Drop - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 30.00	West End Lock And Securit - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 53.00	West End Lock And Securit - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 30.00	West End Lock And Securit - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 879.00	West End Lock And Securit - PCard
02/04/2025	ACH	U.S. Bank PCards	Facilities	$ 729.93	Yodeck.Com Flipnode - PCard
02/04/2025	ACH	U.S. Bank PCards	Fire Grants	$ 45.00	00809 - Apcoa Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Fire Grants	$ 20.67	7-Eleven 33059 - PCard
02/04/2025	ACH	U.S. Bank PCards	Fire Grants	$ 178.88	Daytona Grande Hotel - PCard
02/04/2025	ACH	U.S. Bank PCards	Fire Grants	$ 178.88	Daytona Grande Hotel - PCard
02/04/2025	ACH	U.S. Bank PCards	Fire Grants	$ 182.63	Daytona Grande Hotel - PCard
02/04/2025	ACH	U.S. Bank PCards	Fire Grants	$ 536.64	Daytona Grande Hotel - PCard
02/04/2025	ACH	U.S. Bank PCards	Fire Grants	$ 667.89	Daytona Grande Hotel - PCard
02/04/2025	ACH	U.S. Bank PCards	Fire Grants	$ 35.00	Delta Air Baggage Fee - PCard
02/04/2025	ACH	U.S. Bank PCards	Fire Grants	$ 377.67	Enterprise Rent-A-Car - PCard
02/04/2025	ACH	U.S. Bank PCards	Fire Grants	$ 450.00	Fhms, Inc.* Florida Ha - PCard
02/04/2025	ACH	U.S. Bank PCards	Fleet	$ 534.00	Oil Price Info Serv - PCard
02/04/2025	ACH	U.S. Bank PCards	Fleet	$ 128.58	Stapls0225336306000002 - PCard
02/04/2025	ACH	U.S. Bank PCards	Fleet	$ 128.58	Stapls7649935590000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 373.76	360 Office Solutions-Blgs - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	General	$ 14.99	Adobe *Adobe - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 34.52	Albertsons #1227 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 34.99	Amazon Mark* Z58My3Gc2 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 19.90	Amazon Mark* Ze2Db0Yj1 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 20.84	Amazon Mktpl*Z53Fe9C71 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 11.59	Amazon Mktpl*Z563R9Ca1 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 9.99	Amazon Mktpl*Z56V30D00 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 26.69	Amazon Mktpl*Z57P77F02 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 40.15	Amazon Mktpl*Zd43Z8S51 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 18.99	Amazon Mktpl*Zd5Kz5Qg1 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 22.18	Amazon Mktpl*Zd6W75L81 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 34.99	Amazon Mktpl*Zd75M5221 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 101.27	Amazon Mktpl*Zd7B836U1 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 64.95	Amazon Mktpl*Zd8P86S81 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 251.56	Amazon Mktpl*Zg49C5O72 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 63.95	Amazon Mktpl*Zg4V48N80 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 14.99	Amazon Mktpl*Zg61F2622 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 126.90	Amazon Mktpl*Zg6Qj2Og0 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 112.42	Amazon Mktpl*Zg7Bo9Lk0 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 12.01	Amazon Mktpl*Zg8Dn6Bk2 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 35.99	Amazon Mktpl*Zg9Ij5N52 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 85.88	Amazon Reta* Zd4N10Tj2 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 31.96	Amazon Reta* Zd6076F10 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 16.99	Amazon Reta* Zd8Pr3K92 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 142.50	Amazon Reta* Zd8Qn61R0 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 37.76	Amazon Reta* Zp1Lp39I1 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ (77.98)	Amzn Mktp Us - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ (77.98)	Amzn Mktp Us - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 76.29	Amzn Mktp Us*Z51Ah5Pr0 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 14.10	Amzn Mktp Us*Z52972Zr1 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 119.85	Amzn Mktp Us*Zd0Zr0A12 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 14.99	Amzn Mktp Us*Zd2S04De1 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 77.98	Amzn Mktp Us*Ze4Ra2Q82 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	General	$ 77.98	Amzn Mktp Us*Ze8To5Qb2 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 205.15	Best Western Premier G - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 56.66	Big Lots Stores - #1923 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 496.00	Bur Of Bus Econ Res Um - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 123.36	Dd *Topzsandwichcompa - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 118.97	Domino'S 7003 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 149.64	Econo Print - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 209.00	Fairmont Hot Springs Reso - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ (209.00)	Fairmont Hot Springs Reso - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 530.45	Fsp*State Bar Of Montana - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ (270.00)	Fsp*State Bar Of Montana - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 278.10	Fsp*State Bar Of Montana - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 278.10	Fsp*State Bar Of Montana - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 530.45	Fsp*State Bar Of Montana - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 110.00	Inreach Online Cle - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 110.00	Inreach Online Cle - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 43.76	Insight Public Sector - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 132.07	Jimmy Johns - 1646 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 103.39	Jimmy Johns - 1646 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 58.50	Juli Pierce Law Pllc - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 1,404.00	Law Office Of Karen J - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 756.00	Law Office Of Karen J - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 188.50	Lundvall Law Office - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 130.00	National Procurement Inst - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 20.00	Openai *Chatgpt Subscr - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 62.50	Pzg**Mt Dli Ebiz - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 2.99	Remarkable - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 90.47	Rockets Gourmet Wraps And - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 69.04	Samsclub.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 53.38	Staples Inc Vt - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 76.09	Stapls7648902558000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 8.14	Stapls7649314242000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 262.79	Stapls7649380164000001 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	General	$ 18.38	Stapls7909363832000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 450.00	Target 00013334 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 39.35	Target 00013334 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 80.00	The Rubber Stamp E-Comm - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 1,949.46	Thomson West*Tcd - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 32.98	Tst* Mediterranean Soul - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 126.00	Tst*Montana Brewing Comp - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 133.80	U-Haul Moving & Storage O - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 2,349.27	Uline *Ship Supplies - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 710.24	Ultra Graphics, Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 40.37	Universal Awards - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 1,094.90	Yodeck.Com Flipnode - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 364.96	Yodeck.Com Flipnode - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Com 888-799-9666 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 66.39	Zoom.Com 888-799-9666 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Com 888-799-9666 - PCard
02/04/2025	ACH	U.S. Bank PCards	General	$ 49.00	Zoom.Com 888-799-9666 - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 34.50	4Te*Alarm Monitoring Serv - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 45.00	Amazon Mktpl*Z523T81C2 - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 47.96	Amazon Mktpl*Z97Jq1Ow1 - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 138.99	Amazon Mktpl*Zp08618R0 - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 53.75	Amazon Reta* Z56E46Zz1 - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 54.81	Amazon Reta* Z572X9Zw1 - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 21.50	Amazon Reta* Zg8Zw3Am2 - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 32.43	Amazon Reta* Zg91E73O2 - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 28.70	Amzn Mktp Us*Zd08T8Xh0 - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 528.00	Digicert - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 50.00	Duo*Com - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 27.34	Insight Public Sector - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 53.05	Insight Public Sector - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 20.00	Openai *Chatgpt Subscr - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 182.49	Yodeck.Com Flipnode - PCard
02/04/2025	ACH	U.S. Bank PCards	IT Resources	$ 911.76	Zoho Corp - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Library	$ 87.50	4Te*Alarm Monitoring Serv - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 13.47	Albertsons #0038 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 12.48	Albertsons #0047 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 73.66	Albertsons #4025 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 44.03	Albertsons #4025 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 18.69	Albertsons #4025 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 12.96	Albertsons #4025 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 336.57	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 148.60	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 76.02	Amazon Mark* Z55Rb0C51 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 52.56	Amazon Mark* Zd1P42Zk1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 18.35	Amazon Mark* Zd2Gw9Qm2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 92.93	Amazon Mark* Ze2Jg66I0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 35.99	Amazon Mark* Zp9Rx7Mn2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 29.98	Amazon Mktpl*Z53Fx9X12 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 34.99	Amazon Mktpl*Z55408Bp2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 18.97	Amazon Mktpl*Z55408Bp2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 149.78	Amazon Mktpl*Z55408Bp2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 26.99	Amazon Mktpl*Z55Of1Hh2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 19.00	Amazon Mktpl*Z56676Y90 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 23.98	Amazon Mktpl*Z56Ew0172 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 25.99	Amazon Mktpl*Z56If7N61 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 29.99	Amazon Mktpl*Z57Wz34C1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 9.99	Amazon Mktpl*Z57Yb4E11 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 57.03	Amazon Mktpl*Z58Mm5Kf2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 33.30	Amazon Mktpl*Zd02753B1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 26.85	Amazon Mktpl*Ze0Aq4J11 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 19.97	Amazon Mktpl*Ze1Ai5Xx0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 17.47	Amazon Mktpl*Ze8Gt35X1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 21.53	Amazon Mktpl*Zg0Nf5Yk2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 17.98	Amazon Mktpl*Zg0Ve9Wa2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 22.76	Amazon Mktpl*Zg19255L2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 9.39	Amazon Mktpl*Zg7Aw96E2 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Library	$ 49.99	Amazon Mktpl*Zg7Vk5Ht2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 15.99	Amazon Mktpl*Zp2Du5Zh2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 50.15	Amazon Mktpl*Zp99L89N1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 4.50	Amazon Reta* Z511N4Vj2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 15.99	Amazon Reta* Z51500Tb1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 14.40	Amazon Reta* Z52V62Gb1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 6.99	Amazon Reta* Z535J5N21 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 55.03	Amazon Reta* Z54Ql31U0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 5.00	Amazon Reta* Z56Qa50H1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 27.95	Amazon Reta* Z573U3G41 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 9.95	Amazon Reta* Z57Pt8Pr1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 8.99	Amazon Reta* Z58P30Ph1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 7.99	Amazon Reta* Z59Ds80D1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 7.99	Amazon Reta* Z59Gx8Fd1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 18.95	Amazon Reta* Z59J68Lv1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 18.86	Amazon Reta* Z59Qg1Fs1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 10.98	Amazon Reta* Z91318N81 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 18.99	Amazon Reta* Z93V37870 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 12.44	Amazon Reta* Z95El9Wh1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 8.99	Amazon Reta* Zd0V26T42 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 9.96	Amazon Reta* Zd47R2Ag0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 16.25	Amazon Reta* Zd4Ba8L32 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 228.78	Amazon Reta* Ze2Pm0080 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 7.99	Amazon Reta* Ze8I44Iz1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 8.99	Amazon Reta* Zg18V8In2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 134.18	Amazon Reta* Zg1B61If2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 17.25	Amazon Reta* Zg49L9Dk2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 20.65	Amazon Reta* Zg4A96Ct0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 7.99	Amazon Reta* Zg55C6Lf0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 19.95	Amazon Reta* Zg5Jb7W82 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 5.99	Amazon Reta* Zg6321W42 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 16.19	Amazon Reta* Zg6Ee04Y0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 12.46	Amazon Reta* Zg84L5Fj0 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Library	$ 14.55	Amazon Reta* Zg9Jy2Wa2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 13.50	Amazon Reta* Zp3Hj7Sl0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 7.99	Amazon Reta* Zp5F22Pu0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 12.33	Amzn Mktp Us*Z53Xy3Zg1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 29.12	Amzn Mktp Us*Z570L6Ay1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 9.99	Amzn Mktp Us*Z93095Rg0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 7.44	Amzn Mktp Us*Z95E25B51 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 17.89	Amzn Mktp Us*Z998A5Es1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 12.98	Amzn Mktp Us*Zc7051Ok2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 69.99	Amzn Mktp Us*Ze2Ax6Ov0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 24.98	Amzn Mktp Us*Zg2Ku2Be2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 11.75	Amzn Mktp Us*Zg50C5Mw2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 58.79	Amzn Mktp Us*Zp3X220C0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 74.90	Anc* Newspapers.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 91.47	Asana.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 83.75	Batteries+Bulbs #0253 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 346.06	Bound To Stay Bound Books - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 43.87	Costco Whse #1644 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 484.88	Econo Print - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 199.29	Econo Print - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 265.69	Gamestop - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 59.00	Gan*1094Grfalltribcirc - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 34.00	Gan*Usatodaycirc - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 120.00	Google Gsuite_Explorelear - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 47.88	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 21.88	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 49.70	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 628.97	Gumdrop Books - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 1,031.94	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 12.39	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 55.00	Kingsley.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 25.00	Let S Glow Putt - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 136.99	Libraryjournals Llc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Library	$ 31.24	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 31.24	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 1,890.00	Rainbow Printing - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 359.42	Sp Buyrite Electric - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 59.33	Sp Elm Usa - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 294.00	Sp Glowforge Store - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 200.00	Sq *Stomping Grounds Book - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 208.00	Sq *Stomping Grounds Book - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 25.00	Sq *This House Of Books - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 120.58	Stapls7648394847000002 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ (60.29)	Stapls7648394847001001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 471.00	Stapls7649547017000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 149.41	Stapls7649567642000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 50.22	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 42.54	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 15.00	This House Of Books - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 55.85	Tst*City Brew Coffee - C - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 16.86	Wal-Mart #1956 - PCard
02/04/2025	ACH	U.S. Bank PCards	Library	$ 11.96	Wm Supercenter #4412 - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 34.26	Amazon Reta* Zp2Wl23I2 - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 268.98	American Air0017218409670 - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 32.87	American Air0018315992568 - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 6.94	Expedia 72994668875477 - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 150.00	Government Finance Offic - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 719.87	Old Dominion Freight Lin - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 248.10	Paypal *Genuinemark - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 62.50	Pzg**Mt Dli Ebiz - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 52.54	Stapls7649597433000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 33.91	Stapls7649821751000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 33.91	Stapls7649821751002001 - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 152.98	United 0162446429699 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 22.99	United 0164460078172 - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 14.99	United 0164460078173 - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 250.00	Vertexone Software - PCard
02/04/2025	ACH	U.S. Bank PCards	P.W. Admin	$ 16.59	Zoom.Com 888-799-9666 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe *Adobe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe *Adobe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 12.99	Adobe *Adobe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 19.99	Adobe *Adobe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe *Adobe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe *Adobe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 66.20	Adobe Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 4,250.00	Air Controls-Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 40.30	Albertsons #0038 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 33.70	Albertsons #0038 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 200.00	Als Bootery & Repair Shop - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 200.00	Als Bootery & Repair Shop - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 155.98	Amazon Mark* Z59Zu68D0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 56.97	Amazon Mark* Zd1H97901 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 69.99	Amazon Mktpl*Z57Yh0Qf0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 17.99	Amazon Mktpl*Zd8Ei4Ks0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 26.36	Amazon Mktpl*Zd9Ia3O11 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 191.97	Amazon Mktpl*Zg2G11722 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 63.11	Amazon Mktpl*Zp5N31Jb1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 102.94	Amazon Reta* Zg76T4430 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 61.41	Amazon Reta* Zp4Rf3E71 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 19.99	Amazon.Com*Z535S3612 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 16.99	Amazon.Com*Zd1Cd0E90 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 45.17	Amazon.Com*Ze4Qj64D1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 11.96	Amazon.Com*Zg3Qm3Dz2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Ampd Strong - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 4.99	Ampd Strong - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 411.58	Amzn Mktp Us*Z90Ec3Q81 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 59.40	Batteries+Bulbs #0253 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 174.84	Big Sky Linen & Uniform - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 65.16	C B Operations Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 62.66	C B Operations Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 25.16	Carquest 3103 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 11.00	Carquest 3104 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 60.47	Cenex-Mountain West Coop - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 113.74	Costco By Instacart - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 42.88	Costco Whse #1644 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 27.50	Dollar Tree - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 3.00	Dollar Tree - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 2,145.00	Dri*Rainbird Dgtal Svc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 1,980.00	Dri*Rainbird Dgtal Svc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 38.30	Evergreen Ace Hardware - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 52.17	Evergreen Ace Hardware - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 66.57	Evergreen Ace Hardware - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 7.18	Evergreen Ace Hardware - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 140.52	Evergreen Ace Hardware - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 17.98	Evergreen Ace Hardware - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 155.00	Fastenal Company 01Mtbll - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 1,598.40	Fastenal Company 01Mtbll - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ (40.00)	Fsp*Generator Starter Sho - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 188.35	Fsp*Generator Starter Sho - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 216.50	Fsp*Generator Starter Sho - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 9.96	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 284.25	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 22.98	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 84.96	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 7.98	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 19.99	Heights Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 9.99	Heights Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 10.98	Heights Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 284.80	Hilton Garden Inn - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 284.80	Hilton Garden Inn - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 1,200.00	In *Cmc Neptune - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ (120.00)	In *Cmc Neptune - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 135.16	Interstate Battery Of The - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 103.27	Issa Intl Sports Scien - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 58.49	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 73.89	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 32.97	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 32.35	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 39.98	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 6.59	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 162.93	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 25.97	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 27.98	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 69.98	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 93.45	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 1,310.00	Medallion Vault & Casket - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 655.00	Medallion Vault & Casket - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 33.96	Michaels Stores 9916 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 94.08	Midland Implement Co - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 216.00	Midland Implement Co - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 15.22	Midland Implement Co - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 2.45	Midland Implement Co - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 3,369.57	Midland Implement Co - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 224.31	Midland Implement Co - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 24.64	Midland Implement Co - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 254.37	Murdoch'S Ranch&Home #23 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 21.33	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 87.79	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 52.19	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 93.52	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 16.46	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 344.40	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 83.77	Napa Store 3547001 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ (97.38)	Norco - 97 - Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 97.38	Norco - 97 - Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 189.04	North Coast Electric - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 195.07	Northwest Pipe Fittings - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 48.93	Northwest Pipe Fittings - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 343.90	Northwest Pipe Fittings - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 227.05	Northwest Pipe Fittings - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 15.98	Office Depot #450 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 4.99	Office Depot #450 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 146.33	Office Depot #450 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 360.00	Paypal *Montanarecr - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 176.19	Platt Electric 148 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 616.00	Quickscores - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 487.77	Radwell International - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 32.24	Ratco Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 170.90	Ratco Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 1,150.71	Ratco Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 269.49	Ratco Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 125.29	Sams Club #4805 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 33.62	Sams Club #4805 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 190.00	Scheels All Sports Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Scheels Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 8.16	Selbys - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 82.98	Shipton'S Big R Heights - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 470.82	Shipton'S Big R Service - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 27.99	Shipton'S Big R Service - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 9.99	Shipton'S Big R Service - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 81.34	Shipton'S Big R West - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 29.98	Shipton'S Big R West - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 58.97	Shipton'S Big R West - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 101.98	Shipton'S Big R West - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 95.78	Snappyduds - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 120.00	Snappyduds - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 391.74	Sp Bartlettman - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 336.29	Sp The Seat Shop - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 79.99	Spectrum - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 19.99	Spotify Usa - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 60.26	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 8.41	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 40.25	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 29.41	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 5.66	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 72.66	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 44.92	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 127.58	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 28.00	Target 00013334 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 27.85	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 13.96	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 55.70	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 94.94	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 220.29	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 52.00	Tire Rama 105 It - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 25.00	Tire Rama 105 It - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 40.00	United 0164465388978 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 1,871.68	Val*Alcazar Palm Sprin - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 47.60	Wal-Mart #2923 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 24.62	Wal-Mart #2923 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 54.88	Wal-Mart #2923 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 25.98	Walmart.Com 8009256278 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 117.00	West End Lock And Securit - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 38.98	Wm Supercenter #1956 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 8.02	Wm Supercenter #1956 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 0.76	Wm Supercenter #2923 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 9.70	Wm Supercenter #2923 - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 27.00	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 16.59	Zoom.Com 888-799-9666 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 72.39	Zumba Fitness - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 35.00	Zumbini - PCard
02/04/2025	ACH	U.S. Bank PCards	Park Dist 1	$ 579.99	Zumbini - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 210.00	Ace Electric - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 125.30	Amazon Mktpl*Z90Zi9Uv1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 9.99	Amazon Mktpl*Ze7O38Bg0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 8.99	Amazon Mktpl*Zg3Il4Gd2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 69.99	Amzn Mktp Us*Z98Kj2Y11 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ (10.00)	City Of Billings Parking - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 159.99	Galls - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 108.00	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 108.00	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 78.79	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 11.49	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 880.00	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 5.66	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 5.66	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 5.67	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 93.28	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 93.26	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 93.26	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 10.65	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 10.65	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 10.65	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 74.62	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 74.61	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 74.61	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 22.05	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 12.16	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 12.15	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 12.15	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 269.52	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 15.96	Shipton'S Big R East - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 18.00	Spic And Span - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 18.00	Spic And Span - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 18.00	Spic And Span - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 15.00	Spic And Span - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 15.00	Spic And Span - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 15.00	Spic And Span - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 35.00	Sq *Skyline Services, Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 15.58	Stapls7647980776000002 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 54.00	Sumup *Silver Threads - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 35.25	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 121.80	Tacticalgear.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 111.08	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 111.06	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 111.06	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 4.64	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 4.64	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 4.64	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 7.96	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 54.81	Wal-Mart #1956 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 13.62	Wal-Mart #1956 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 15.76	Wal-Mart #1956 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 33.92	Wal-Mart #1956 - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 13.00	West End Lock And Securit - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 20.00	West End Lock And Securit - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 39.00	West End Lock And Securit - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 23.25	West End Lock And Securit - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 34.50	West End Lock And Securit - PCard
02/04/2025	ACH	U.S. Bank PCards	Parking	$ 432.00	Zeecreative - PCard
02/04/2025	ACH	U.S. Bank PCards	Parks Maint	$ 307.51	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Parks Maint	$ 263.53	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Parks Maint	$ 56.67	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Parks Maint	$ 27.47	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Parks Maint	$ 27.82	Yellowstone Valley Elect - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 597.92	4Imprint, Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 956.89	4Imprint, Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 458.48	Allegra Billings Mt - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 49.51	Amazon Mktpl*Z99Wv9Pv0 - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 59.27	Amazon Mktpl*Ze9Ow13N1 - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 34.40	Courtyard By Marriott - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 181.12	Enterprise Rent-A-Car - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 755.00	Enterprise Rent-A-Car - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 855.00	Enterprise Rent-A-Car - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 755.00	Enterprise Rent-A-Car - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 1,230.00	Enterprise Rent-A-Car - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 855.00	Enterprise Rent-A-Car - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 4,548.78	In *American Incinerators - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 939.00	In *Pinpros Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 27.00	Pride Stores - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 50.00	Sq *National Tactical Off - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 52.97	Target 00013334 - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 2,715.97	Uline *Ship Supplies - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 568.18	United 0162444915462 - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 22.99	United 0164458028498 - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 35.00	United 0164458028791 - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 35.00	United 0164458028792 - PCard
02/04/2025	ACH	U.S. Bank PCards	PD Program	$ 116.64	Zoom.Com 888-799-9666 - PCard
02/04/2025	ACH	U.S. Bank PCards	Phone System	$ 9.99	Amazon Mktpl*Zd2Rn9Tc2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Phone System	$ 476.74	Fibercablesdirect.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Phone System	$ 117.46	Insight Public Sector - PCard
02/04/2025	ACH	U.S. Bank PCards	Phone System	$ 99.12	Insight Public Sector - PCard
02/04/2025	ACH	U.S. Bank PCards	Phone System	$ 928.97	Insight Public Sector - PCard
02/04/2025	ACH	U.S. Bank PCards	Phone System	$ 115.50	Insight Public Sector - PCard
02/04/2025	ACH	U.S. Bank PCards	Planning	$ 79.96	Amazon Mktpl*Z52G55Lh1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Planning	$ 19.98	Amazon Mktpl*Z53Kw4V50 - PCard
02/04/2025	ACH	U.S. Bank PCards	Planning	$ 238.54	Amazon Mktpl*Zg9He4Fn2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Planning	$ (29.39)	Amazon Mktplace Pmts - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Planning	$ 6.58	Amazon Reta* Zd7Yh17J0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Planning	$ 134.41	Costco Whse #1644 - PCard
02/04/2025	ACH	U.S. Bank PCards	Planning	$ 376.67	Ite - PCard
02/04/2025	ACH	U.S. Bank PCards	Planning	$ 2.47	Wal-Mart #1956 - PCard
02/04/2025	ACH	U.S. Bank PCards	Planning	$ 38.80	Wal-Mart #2923 - PCard
02/04/2025	ACH	U.S. Bank PCards	Planning	$ 16.59	Zoom.Com 888-799-9666 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 99.00	Ace Hardware Corporation - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 1,194.72	Air Controls-Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 785.53	Airbnb * Hmmm84Wby2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 783.50	Airbnb * Hmwcbz9Jx2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 2,480.00	Airdata.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 17.98	Albertsons #1227 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 58.78	Albertsons #1227 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 5.99	Albertsons #4025 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 55.16	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 146.38	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 26.70	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 26.70	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 26.70	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 40.26	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 29.96	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 40.91	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 35.57	Amazon Mark* Z51Ek2M00 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 30.32	Amazon Mark* Zp6Pp0Hd0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 18.58	Amazon Mktpl*Z52Sd7X42 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 37.98	Amazon Mktpl*Z577H2G72 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 57.98	Amazon Mktpl*Zd2Uy8Od2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 14.30	Amazon Mktpl*Ze4O78Hw1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 14.89	Amazon Mktpl*Zg53Z5Q32 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 25.99	Amazon Mktpl*Zp1Qv2E60 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 439.85	Amazon Mktpl*Zp6Dd2Nl0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 109.99	Amazon Mktpl*Zp9Iz21D0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 30.99	Amazon Mktpl*Zp9Jo9Of0 - PCard

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02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 389.99	Amazon Reta* Zd14H58R2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 31.09	Amazon Reta* Zd4Xo5Ik1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 99.96	Amazon Reta* Zd8E031Z1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 28.86	Amazon Reta* Ze0Gw6Jl1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 89.59	Amazon Reta* Zg8Zw3Am2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 299.80	Amazon Reta* Zp1Ob0Qk1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 35.00	American Air0014450910058 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 45.00	American Air0014450910059 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 39.00	American Water Technol - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 82.17	Amzn Mktp Us*Z528V0Me2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 376.71	Amzn Mktp Us*Z54Ev2Q90 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 121.99	Amzn Mktp Us*Z592Y0Cs2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 52.28	Amzn Mktp Us*Zd9Xu6V60 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 83.97	Amzn Mktp Us*Zp0W209K2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 341.74	Arrowhead Forensics - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 1,537.23	B&H Photo 800-606-6969 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 171.42	B&H Photo 800-606-6969 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 179.90	B&H Photo 800-606-6969 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 25.00	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 900.00	Blue Can Training Solu - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 138.00	Bts*Ironmountain - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 32.30	Budget Rent A Car - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 9.00	Budget Rent A Car - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 240.00	Bwy*Fbinaa Natl Office - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 4,607.50	Cellebrite Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 600.00	Chief Leadership - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 449.64	Clarey'S Safety Equipment - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 50.79	Contractor Resource - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 65.08	Corporate Translate - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 279.99	Costco Whse #1644 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 395.00	Cpse.Store-Woocommerce - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 1,875.00	Creative Monograms Smb - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 350.00	Cvent* Nfff - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 237.56	Delta Air 0062296581322 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 237.56	Delta Air 0062296581324 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 571.36	Delta Air 0062297111554 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 455.92	Enterprise Rent-A-Car - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 14.85	Eractoll 570135568 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 30.98	Evergreen Ace Hardware - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 475.89	Fbi Retail Sto12010070 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 2,109.00	Fire Protection Pub - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 1,017.00	Fire Protection Pub - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 508.50	Fire Protection Pub - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 23.70	Fred M Fuel #9391 Q76 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 51.00	Fsp*Billings Clinic Commu - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 65.45	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 3,450.00	Hanser Wrecker Company - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 83.00	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 151.60	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 168.07	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 231.43	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 82.00	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 120.76	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 364.30	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 376.67	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 93.25	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 27.75	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 423.62	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 27.98	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 350.27	Hertz Car Rental - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 114.00	I/O Solutions, Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Iabti.Org - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Iabti.Org - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 395.00	Iape - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 78.99	Iccexamprep - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 3,051.00	In *Ace Interdiction Tact - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 12.00	In *Billings Clinic - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 26.00	In *Frosty Solutions, Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 26.00	In *Frosty Solutions, Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 533.25	In *Hamilton Mechanical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 217.50	In *Hamilton Mechanical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 352.50	In *Hamilton Mechanical - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 135.00	In *Independent Lock And - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 1,392.00	In *Perfectemp, Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 430.00	In *Ryan Comyn - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 318.00	In *Ryan Comyn - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 2,329.00	In *Ryan Comyn - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 82.02	Insight Public Sector - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 21.88	Insight Public Sector - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 448.00	Iron Mountain - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 309.29	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 37.98	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 59.98	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 3,213.34	Life Assist Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 23.37	Life Assist Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 760.89	Life Assist Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 240.90	Life Assist Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 72.45	Life Assist Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 695.00	Ln Curtis Salt Lake City - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 2,608.00	Ln Curtis Salt Lake City - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 74.98	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 556.05	Midland Mechanical Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 274.00	Midland Printing - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 213.07	Minuteman Press Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 25.00	Montana Fire Chiefs As - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 708.65	Moore Lane Vh - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 252.77	Msu Billings-Main Campus - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 120.00	National Academies Of Eme - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 30.00	National Academies Of Eme - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 150.00	National Animal Care And - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 1,506.90	National Band And Tag Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 305.13	National Emergency Train - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 210.75	Nemont - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 80.67	Office Depot #450 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 20.00	Openai *Chatgpt Subscr - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 65.00	Paypal *Iape - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 520.00	Paypal *Iape Iape - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 463.50	Paypal *Manzellapre Ma - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 1,669.97	Primary Arms - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 634.70	Primary Arms - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 1,237.00	Priority Dispatch Corp - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 527.20	Py *Mosaic Threads, Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 72.00	Pzg**Mt Dept Revenue-E - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 36.00	Pzg**Mt Dept Revenue-E - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 144.00	Pzg**Mt Dept Revenue-E - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 251.95	Raney'S Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 82.17	Rev.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 107.07	Rev.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 122.01	Rev.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 87.15	Rev.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 38.08	Safeway Fuel3613 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 382.00	Sambrownshields.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 36.82	Samsclub #4805 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 441.73	Scheels Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 209.49	Sears 7936 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 5.69	Shipton'S Big R East - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 14.23	Shutterfly, Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 705.71	Sp Firehosedirect Frq - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 1,899.95	Sp Viktos - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 298.06	Spectrum - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 14.39	Stapls7648371467000001 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 10.74	Stapls7648409250000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 25.22	Stapls7648423770000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 70.49	Stapls7648722186000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 21.18	Stapls7648753944000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 35.67	Stapls7648753944000002 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 395.96	Stapls7649057953000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 235.50	Stapls7649156431000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 4.99	Stapls7649260074000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 395.96	Stapls7649445101000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 47.10	Stapls7649806937000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 46.93	Stapls7909424157000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 48.79	Stapls7909460002000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ (48.79)	Stapls7909460002001001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 8.88	Target 00001719 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 91.94	Target 00001719 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 20.99	Target 00013334 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 79.78	The Mail Drop - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 520.06	The Ups Store 2594 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 312.00	Tlo Transunion - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 30.00	Tst*City Brew Coffee - C - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 30.00	Tst*City Brew Coffee - C - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 81.60	Tst*Montana Brewing Comp - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 687.37	United 0162447734691 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 687.37	United 0162447734692 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 76.99	United 0164461671304 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 76.99	United 0164461671305 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 52.99	United 0164461671306 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 76.99	United 0164461671307 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 76.99	United 0164461671308 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 52.99	United 0164461671309 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 9.73	Ups*Billing Center - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 234.50	Ups*Billing Center - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 17.27	Ups*Billing Center - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 33.80	Ups*Billing Center - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 54.17	Utilmaster/Spartan Motors - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 34.91	Wal-Mart #1956 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 93.99	Walmart.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 13.97	Walmart.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 13.97	Walmart.Com 8009256278 - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 415.41	Wasabi Technologies - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 209.76	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 676.57	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 30.50	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 98.13	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Public Safety	$ 38.88	Zoom.Com 888-799-9666 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 24.99	Amazon Mark* Z54Is00N1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 68.96	Amazon Mark* Zd2Ig1Pr0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 17.97	Amazon Mark* Ze6Ap3Z72 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 30.36	Amazon Mark* Ze6Ap3Z72 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 12.95	Amazon Mark* Ze93B2Zx2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 69.98	Amazon Mktpl*Ze1Kc3It1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 45.00	American Water Technol - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 38.42	Amzn Mktp Us*Z512O04K2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 268.99	Amzn Mktp Us*Zd8Rb1Ab0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 2,205.19	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 3,401.31	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 10.05	City Of Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 134.00	Creative Monograms Smb - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 1,004.82	Cross Petroleum Service - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 352.14	Fastenal Company 01Mtbll - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 1,689.74	Fastenal Company 01Mtbll - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 42.09	Fastenal Company 01Mtbll - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 480.25	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 89.98	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 199.98	Harbor Freight Tools 207 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 17.91	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 111.13	Hose & Rubber - Ar - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 48.65	Hose & Rubber - Blg - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 1,741.04	Ieg - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 89.00	In *Independent Lock And - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 142.00	Jason Burson Matco - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 64.97	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 82.59	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 39.99	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 34.99	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 46.71	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 29.09	Mfcp Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 3.44	Motor Power Equipment Co - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 433.47	Norco - 97 - Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 456.87	Northland Automotive - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 40.98	Office Depot #450 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 375.00	Pacific Steel Branch #02 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 127.85	Paypal *Genuinemark - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 171.55	Paypal *Genuinemark - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 237.14	Staples Inc Vt - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 31.99	Stapls7648215928000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 33.58	Stapls7648215928000002 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 31.99	Stapls7648445640000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 18.99	Stapls7649956232000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 31.89	Stapls7909615386000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 191.25	Swana - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 674.05	Swana - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 674.05	Swana - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 674.05	Swana - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 58.40	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 39.80	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 127.47	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 44.27	The Home Depot #3101 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 10.47	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 191.20	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 29.97	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 19.87	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 99.65	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Solid Waste	$ 20.40	The Ups Store 4741 - PCard
02/04/2025	ACH	U.S. Bank PCards	Stillwater Const	$ 90.18	Amazon.Com*Zp32Z6870 - PCard
02/04/2025	ACH	U.S. Bank PCards	Stillwater Const	$ 3,679.05	Homedepot.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Stillwater Const	$ 5,250.00	Lowes #00907* - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 75.06	Amazon Mktpl*Z98Em2V20 - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 41.06	Amazon Reta* Zd01O1Dk0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 53.69	Awg 3575 - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 127.10	Domino'S 7138 - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 199.00	Evergreen Ace Hardware - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 34.99	Evergreen Ace Hardware - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 165.10	Istate Truck Inc 251 - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 75.96	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 84.98	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 1,195.00	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 66.90	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 189.10	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 231.59	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 843.00	Mel Northey Co Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 30.04	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 19.58	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 248.76	Ratco Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 186.25	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 35.71	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 43.82	Yellowstone County Treas - PCard
02/04/2025	ACH	U.S. Bank PCards	Street/Traffic	$ 205.06	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 1,084.25	70E Solutions Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 201.48	Aaim - Services - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 727.44	Abc Florida Parts Call Ct - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 59.99	Adobe *Adobe - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 12.99	Adobe *Adobe - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 22.77	Albertsons #0038 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 17.98	Albertsons #0630 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 56.99	Albertsons #0630 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 163.71	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 320.58	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 558.40	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 26.19	Alsco Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 9.89	Amazon Mark* Z50119Vu2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 180.50	Amazon Mktpl*Z51D21Hw2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 13.49	Amazon Mktpl*Z51Xs9892 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 21.94	Amazon Mktpl*Z53N75Qa2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 17.99	Amazon Mktpl*Z53Uj0Or2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 88.45	Amazon Mktpl*Z567L5Gu0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 15.98	Amazon Mktpl*Zd01358N2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 192.98	Amazon Mktpl*Zd2Tk8G40 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 7.29	Amazon Mktpl*Zd2Tk8G40 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 218.94	Amazon Mktpl*Zd7Rx1X12 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 57.42	Amazon Mktpl*Ze8Q72Ln1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 62.98	Amazon Mktpl*Zp97P9Sn2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 52.70	Amazon.Com*Z537Z2V02 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 158.10	Amazon.Com*Z537Z2V02 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 57.00	Amazon.Com*Zd3Cx03Q2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 22.31	Amzn Mktp Us*Z50Wo3B70 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 24.91	Amzn Mktp Us*Z92R61110 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 58.51	Amzn Mktp Us*Ze1Pc2P90 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 345.00	Amzn Mktp Us*Zp50B79G2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 55.94	Awg 3575 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 16.23	Billings Hardware & Servi - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 300.00	Community Transportation - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 699.99	Costco Whse #1644 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 2,177.00	Creative Monograms Smb - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 82.00	Creative Monograms Smb - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 18.15	Fastenal Company 01Mtbll - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 21.11	Ferguson Ent #1342 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 8.10	Ferguson Ent #1342 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 33.82	Ferguson Ent #1342 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 17.66	Ferguson Ent #1342 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 47.68	Gateway Fees - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 86.25	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 516.00	In *Billings Clinic - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 300.00	In *Cotter'S Sewer, Septi - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 940.39	In *E & Jk Enterprises, I - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 34.25	In *Frosty Solutions, Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 2,800.00	In *Peacock Cleaning Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 2,800.00	In *Peacock Cleaning Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 220.00	In *Yellowstone County On - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 764.14	Jares Fence Company Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 49.58	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 49.58	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 549.00	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 11.98	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 184.97	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 29.99	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 22.99	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 58.48	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 12.09	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 20.04	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 39.40	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 300.34	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 24.00	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 34.00	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 51.16	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 40.80	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 13.74	Napa Store 3547001 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 11.26	Napa Store 3547001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 860.16	Napa Store 3547007 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 35.78	Office Depot #1080 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 13.98	O'Reilly 1751 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 1,000.00	Pierce Billings Admin - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 136.03	Sp Buydeutsch - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 27.99	Sp Buydeutsch - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 121.15	Sp Buydeutsch - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 27.99	Sp Buydeutsch - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 546.43	Sp Zep Inc. - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 476.35	Sq *The Wiring Guy - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 449.97	Stapls7648658726000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 8.81	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 4.49	Target 00013334 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 85.52	Tractor & Equipment - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 330.37	United 0162448001504 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 330.37	United 0162448015679 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 22.99	United 0164461950443 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 22.99	United 0164461964634 - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 18.75	Yellowstone Ice And Wate - PCard
02/04/2025	ACH	U.S. Bank PCards	Transit	$ 16.59	Zoom.Com 888-799-9666 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 38.00	Aaim - Services - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 19.40	Amazon Mktpl*Z54Cz90R0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 185.10	Amazon Mktpl*Zd7Ht9Gr2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 23.49	Amazon Mktpl*Zp9D48Qn1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 30.26	Amazon Reta* Z56Yp5Nq1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 32.36	Amazon Reta* Zd6Hh8S00 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 82.62	Amazon Reta* Zd9Ya5Qn1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 14.99	Amazon Reta* Ze9Rc7If1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 65.00	Amzn Mktp Us*Zd83Z2Pv0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 518.19	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 848.73	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 29.59	Big Sky Linen And Unif - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 546.39	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 1,006.17	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 59.19	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 35.52	Buildersfirstsource64021 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 64.25	Cablesandkits - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 37.48	Cablesandkits - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 190.84	City Of Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ (3,130.52)	Enterprise Specialty Pro - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 16.39	Fedex283897710452 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 36.10	Fedex284491591470 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 1,348.44	Force Flow - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ (146.35)	Hach Company - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 146.35	Hach Company - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ (146.35)	Hach Company - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 86.46	Hanson Chemical - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 6.48	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 2.99	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 439.93	Heights Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 99.00	Homedepot.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 21.88	Insight Public Sector - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 9.25	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 13.50	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 5.75	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 0.50	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 15.00	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 3.30	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 970.80	Northwest Scientific Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 78.46	Pacific Metal Co - 136 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 3,272.57	Provantage - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 148.23	Provantage - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 1,084.95	Rsd - Billings#57 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 1,305.12	Salsbury Industries - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 6.00	Spencer Fluid Power Inc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 159.50	Sq *Genuine Marketing Llc - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 34.25	Stapls7649821639000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 11.37	Stapls7909605589000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 129.07	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 6.40	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 7.31	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 24.42	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 20.69	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 14.45	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 41.72	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 8.52	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 161.88	The Home Depot #3101 - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 77.00	Www.Isa.Org - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 77.00	Www.Isa.Org - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 11.63	Yellowstone County Treas - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 235.62	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 27.00	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 317.33	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 302.71	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Wastewater	$ 1,324.41	Yellowstone Valley Elect - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 22.67	A And H Turf And Specialt - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 51.50	Aaim - Services - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 1,371.08	Acme Tools Bismarck - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 165.29	Amazon Mktpl*Z547O6Tj1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 19.39	Amazon Mktpl*Z54Cz90R0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 23.97	Amazon Mktpl*Z55G75Ra0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 229.50	Amazon Mktpl*Z56199Cr0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 19.99	Amazon Mktpl*Z98Dm9Ai1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 23.60	Amazon Mktpl*Z98Dm9Ai1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 185.10	Amazon Mktpl*Zd7Ht9Gr2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 136.23	Amazon Mktpl*Zd9Cj5Gd1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 29.90	Amazon Mktpl*Zg00Y5J82 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 81.93	Amazon Mktpl*Zg9Cn3I32 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Water	$ 194.92	Amazon Mktpl*Zp5Ge79Z2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 23.50	Amazon Mktpl*Zp9D48Qn1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 29.24	Amazon Reta* Z50Iz7T21 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 30.25	Amazon Reta* Z56Yp5Nq1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 108.00	Amazon Reta* Z927Z9F71 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 32.36	Amazon Reta* Zd6Hh8S00 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 82.62	Amazon Reta* Zd9Ya5Qn1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 239.98	Amazon Reta* Ze8J764F1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 16.12	Amazon Reta* Ze8J764F1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 14.98	Amazon Reta* Ze9Rc7If1 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 7.33	Amazon.Com*Ze4I61461 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 28.94	Amazon.Com*Ze5874Fh0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 12.83	Amazon.Com*Ze7Wp8V00 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 123.72	Amzn Mktp Us*Z57Wq3Gh2 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 65.00	Amzn Mktp Us*Zd83Z2Pv0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 99.86	Amzn Mktp Us*Ze7Rn1Cu0 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 850.00	Arc_Membership_Payment - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 84.00	Automationdirect.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 43.50	Automationdirect.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 518.21	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 953.19	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 423.15	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 88.78	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 546.40	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 913.73	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 423.15	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 177.55	Big Sky Linen And Unif - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 418.65	Bloedorn Lumber-Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 64.25	Cablesandkits - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 37.48	Cablesandkits - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 28.66	Carquest 3103 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 25.55	Carquest 3104 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 97.83	Cityservicevalcon Llc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Water	$ 147.61	Cross Petroleum Service - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 707.30	Cullum & Brown - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 5.00	Dollar Tree - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ (5.00)	Dollar Tree - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 2.76	Evergreen Ace Hardware - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 433.80	Ge Analytical Instrument - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 77.16	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 117.36	Grainger - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 726.25	Hach Company - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 9.98	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 6.49	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 3.00	Harbor Freight Tools 207 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 36.67	Heights Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 48.97	Heights Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 9.79	Holiday Stations 0266 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 19.71	Hose & Rubber - Blg - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 153.96	Idexx Distribution Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 21.88	Insight Public Sector - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 7.63	Johnstone Supply - Billin - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 27.75	Kb Commercial Products - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 13.49	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 50.35	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 4.66	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 25.18	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 17.24	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 1.48	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 14.99	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 3.30	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 51.52	Kings Ace Hdwe - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 8.48	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 57.78	Lowes #00319* - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 69.18	Mcmaster-Carr - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 6.16	Napa Store 3547007 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Water	$ 740.00	Norco - 97 - Billings - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 73.35	Office Depot #1080 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 24.99	Office Depot #1090 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 92.20	Pacific Steel Branch #02 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 224.00	Paypal *Californiar - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 137.50	Paypal *Genuinemark - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 48.00	Pp*Zee Creative - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 70.26	Provantage - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 148.23	Provantage - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 140.00	Pzg**Mt Dept Environ Q - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 308.55	Salisburyonline.Com - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 95.80	Sams Club#4805 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 88.00	Santiago'S Mexican Restau - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 99.12	Santiago'S Mexican Restau - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 70.08	Sherwin-Williams703203 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 142.39	Sherwin-Williams703203 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 79.00	Sp Linovision - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 79.00	Sp Linovision - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 6.00	Spencer Fluid Power Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 34.24	Stapls7649821639000001 - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 59.45	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 6.39	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 7.32	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 24.41	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 14.46	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 41.73	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 8.52	Tacoma Screw Products Inc - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 272.87	Tfs*Fishersci Ecom Hus - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 130.00	The Chlorine Institute - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 185.00	West End Lock And Securit - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 77.00	Www.Isa.Org - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 77.00	Www.Isa.Org - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 35.31	Www.Superbrightleds.Co - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/04/2025	ACH	U.S. Bank PCards	Water	$ 11.62	Yellowstone County Treas - PCard
02/04/2025	ACH	U.S. Bank PCards	Water	$ 1,278.71	Yellowstone Valley Elect - PCard
02/04/2025	877810	Valmont Industries	Street/Traffic	$ 6,001.15	street light poles

City Council Regular

Date:	03/10/2025
Title:	Annexation 25-02, Resolution to Annex Lot 3, Block 1 of Exchange Sub
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-25-00013

RECOMMENDATION

Staff recommends the City Council hold a public hearing on the annexation. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

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

WWC Engineering, on behalf of Scott Stanway, Skip Stanway, Tucker Stanway, and Tate Stanway (collectively Four-S Corp.) submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located at 1006 1st Ave N. The land being annexed is legally described as being a Tract of Land situated in the northwest one-quarter (NW ¼) of Section 34, Township 1 north, Range 26 east, Yellowstone County, Montana, more particularly described as: being Lot 3, Block 1 of Plat of Exchange Subdivision in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 1092444, said annexation containing 1.032 acres, more or less.

The property has the county zoning of Light Industrial (I1). This is a zoning district recognized by the City.

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. *The area must be located within Zone 1 or Zone 3 of the Limits of Annexation Map.*
    - This property is within Zone 1.
2. *The City must be able to provide adequate city services at a cost acceptable to the City within a time period mutually agreed to by the property owners requesting annexation and the City.*
    - The Annexation Agreement (conditional approval) is the binding contractual agreement that identifies requirements of the City and the Developer to ensure services are provided in a mutually agreed to time. The Annexation Agreement will be considered at this same City Council meeting. The developer is required to meet this condition within 45 days per the attached resolution.
3. *Existing or proposed public improvements within the area to be annexed must meet City standards.*
    - The Annexation Agreement, which is a condition of approval, will outline public improvements required of the developer as part of developing the property. The only way this property could be developed in the city not according to adopted policies and regulations would require action from City Council or the Board of Adjustment to grant variances allowing deviations from adopted codes. No variances have been requested.
4. *All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts.*
    - A Waiver of Right to Protest the creation of Special Improvement Districts will be included within the Annexation Agreement.
5. *All residential property owners within the area to be annexed must create or join an existing park maintenance district.*
    - Does not apply; this property is not residential.
6. *Residential densities planned for development within the area to be annexed must meet an overall average minimum density of primary dwelling units per acre as per the current City of Billings Growth Policy or similar planning documents.*
    - Does not apply; this property is not residential.
7. *The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy.*
    - Essential Investments:
        - Infill development and development near existing City infrastructure may be the most cost-effective.
        - Neighborhoods that are safe and attractive and provide essential services are much desired.
        - Mobility and Access (transportation choices in places where goods and services are accessible to

all).
    - Prosperity:
        - Community investments that attract and retain a strong, skilled, and diverse workforce also attracts businesses.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below.

- *Water and Sanitary Sewer:* Public water and sanitary sewer service is available to the property proposed for annexation. The Developer will be responsible for connecting to the sanitary sewer main and a water main in 1st Avenue North along the frontage of the above-described property.
- *Stormwater:* Any development will be compliant with the adopted Stormwater Management Manual.
- *Transportation:* The Developer Tract will be accessed from 1st Avenue North. The public right-of-way along 1st Avenue North is already dedicated to the City of Billings.
- *Fire Stations:* The Billings Fire Department currently serves the subject property through the Billings Urban Fire Service Area agreement. The Billings Fire Department will continue to serve the property upon annexation. As this and additional annexations are built out, additional fire department resources will be needed to meet and maintain our high level of service due to the increased call volume and burden on our department these annexations create. The nearest fire station is Station #1, located at 2305 8th Avenue north, approximately 1.44 road miles or 4 minutes driving time to the subject property.
- *Parks*: No Parkland or Trails will be required as part of this annexation.
- *School facilities:* School District #2 did not raise any special requests or concerns during their review of this proposal since this is an industrial zone.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal.

- *Transit:* The annexed area is not directly serviced by a MET Route. The nearest route, MET Route 16, currently operates through the intersection of 4th Avenue North & North 13th Street, which is the nearest accessible point to the property. This intersection is approximately 0.28 miles from the proposed annexation location via roadway.
- *Police:* This proposed development is adjacent to established city limits and will not require an adjustment in schedules or staffing at this time. There is sufficient ingress/egress to the area. Police units patrol the area regularly.
- *Public Utilities- The Public Works:* Distribution and Collection Division had no concerns with the annexation request.
- *Public Works -Street and Traffic Division:* The Street and Traffic Division stated that it has no concerns with serving the property.
- *Public Works-Solid Waste*: The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- *Ambulance Service:* The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. Depending on factors at any given time such as traffic and congestion, this property may be within the area of acceptable response time.
- *Legal and Finance:* General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- *Other Departments:* City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County.

The Planning Division staff supports the annexation because it is consistent with the Limits of Annexation map and the criteria of the annexation policy has been met. Further, coordination with other departments does not raise concerns that cannot be mitigated. These decisions have a cumulative effect. Therefore, City Council is being provided with a recommendation of approval.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property and was advertised in the Yellowstone County News.

ALTERNATIVES

The City Council may

- Approve,
- Conditionally approve or
- Deny the petition for annexation.

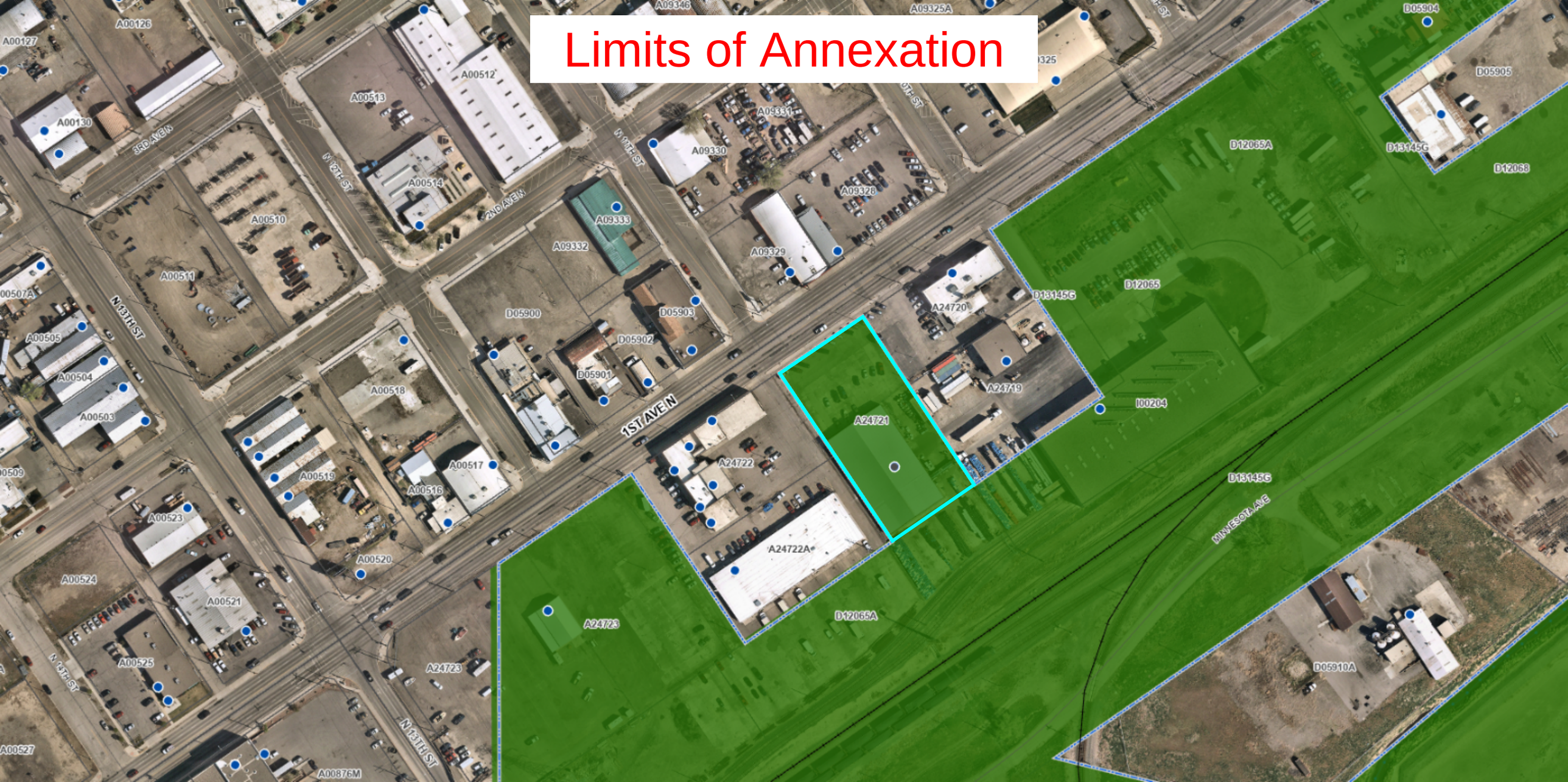
Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the development agreement and ward boundary ordinance. On January 21, 2025, the annexation petition was submitted to the Planning Division by the owner's agent. On March 10, 2025, the City Council is scheduled to take action on the petition.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Limits of Annexation
Annexation Resolution 25-02


Limits of Annexation
A24721
A24722
A24722A
A24723
A24720
A24719
D12065A
D12065
D13145G
D12068
D05904
D05905
D05910A
D05900
D05901
D05902
D05903
A09333
A09332
A09330
A09329
A09328
A09331
A09325A
A09346
A00126
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A00524
A00521
A00525
A00520
A00527
A00876M
I00204
1ST AVE N
2ND AVE N
3RD AVE N
N 12TH ST
N 13TH ST
N 14TH ST
MINNESOTA AVE

RESOLUTION NO. 25 -

A RESOLUTION APPROVING PETITION FOR ANNEXATION AND ANNEXING TERRITORY TO THE CITY.

WHEREAS, one hundred percent (100%) of the freeholders who constitute more than fifty percent (50%) of the resident freeholder electors have petitioned the City for annexation of the territory hereinafter described; and

WHEREAS, the territory was described in the Petition as required by law; and

WHEREAS, annexation of said territory would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. TERRITORY ANNEXED. Pursuant to Petition filed as provided M.C.A., Title 7, Chapter 2, Part 46, the following territory is hereby annexed to the City of Billings:

Tract of Land situated in northwest one-quarter (NW ¼) of Section 34, Township 1 north, Range 26 east, Yellowstone County, Montana, more particularly described as:

Being Lot 3, Block 1 of Plat of Exchange Subdivision in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 1092444

Said annexation containing 1.032 acres, more or less.

See Exhibit “A”, Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

- Within 45 working days and prior to site development, a mutually acceptable Annexation Agreement shall be executed between the owner(s) and the City that shall stipulate, among other things, specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the creation of special improvement districts which will be recorded with the Yellowstone County Clerk and Recorder.

If the above conditions are not satisfied as set forth herein, the annexation will not be effective and any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

3. EFFECTIVE DATE. This resolution to annex the above-described territory shall be effective immediately upon satisfaction of all conditions. If the above condition(s) are not satisfied, this resolution shall be null and void and shall have no effect.

4. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 10th day of March, 2025.

CITY OF BILLINGS:

BY: _____

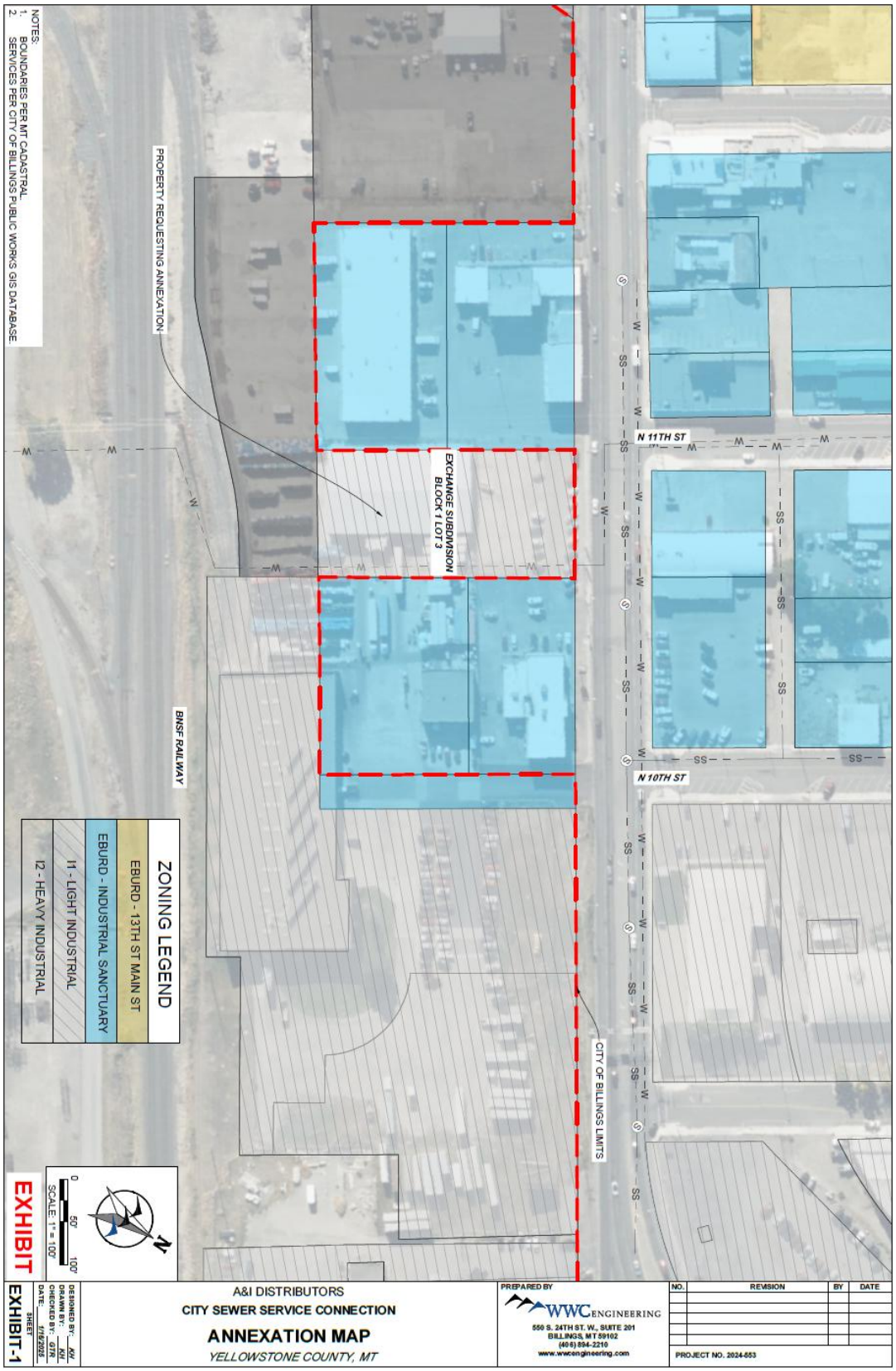
William A. Cole, Mayor

ATTEST:

BY: _____

Denise R. Bohlman, City Clerk

EXHIBIT “A”


NOTES:
1. BOUNDARIES PER MT CADASTRAL.
2. SERVICES PER CITY OF BILLINGS PUBLIC WORKS GIS DATABASE
PROPERTY REQUESTING ANNEXATION
EXCHANGE SUBDIVISION
BLOCK 1 LOT 3
N 11TH ST
N 10TH ST
BNSF RAILWAY
CITY OF BILLINGS LIMITS
ZONING LEGEND
EBURD - 13TH ST MAIN ST
EBURD - INDUSTRIAL SANCTUARY
I1 - LIGHT INDUSTRIAL
I2 - HEAVY INDUSTRIAL
SCALE: 1" = 100'
0
50'
100'
EXHIBIT
A&I DISTRIBUTORS
CITY SEWER SERVICE CONNECTION
ANNEXATION MAP
YELLOWSTONE COUNTY, MT
PREPARED BY
WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com
NO.
REVISION
BY
DATE
PROJECT NO. 2024-553
DESIGNED BY: KW
DRAWN BY: KW
CHECKED BY: GTR
DATE: 1/15/2025
SHEET
EXHIBIT-1

City Council Regular

Date:	03/10/2025
Title:	Annexation Agreement with Four-S Corp.
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve the Annexation Agreement with Four-S Corp.

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

City Council will consider annexation of Lot 3, Block 1, Exchange Subdivision. The property proposed to be annexed is located along 1st Avenue North near the intersection of North 11th Street (see attached exhibit). There is an existing shop located on Lot 3 and the property owner desires to connect to the city sanitary sewer located within 1st Avenue North. The owner owns three buildings: One building in the County (to be annexed under this action), one building already located in the City, and a third building located partially in the City and on leased Burlington Northern Railroad property in the county. Currently, these three buildings are served by the city water main located within 1st Avenue North.

Typically, as a condition of approval of the annexation, the property owner enters into an Annexation Agreement with the City of Billings outlining necessary public improvements. The Annexation Agreement outlines the off-site improvements necessary for development including access to the site, construction of water and sanitary sewer, and storm drain. The Annexation Agreement provides for City-required off-site improvements should the property be annexed and developed without a subdivision plat. The development is located off of 1st Avenue North, which is fully constructed with the required off-site public improvements. Therefore, no public improvements will be constructed with the annexation. Again, the primary reason for annexation of the parcel is to receive City sewer service.

The developer will install the new sewer service from Lot 3, Block 1 to 1st Avenue North at no cost to the City and there will be a sewer system development fee paid to the City by the developer at the time of connection to the City sewer system.

ALTERNATIVES

City Council may:

- If the annexation is approved, then approve the Annexation Agreement with the property owner; or
- Not approve the Annexation Agreement. If the agreement is not approved, Lot 3, Block 1 will not be able to receive sanitary sewer service.

FISCAL EFFECTS

Since this existing development is adjacent to a fully developed street, there would be no financial impact for public improvements associated with the annexation. There will be a sewer system development fee paid by the developer to the City prior to connecting to the public sewer.

Attachments

Annexation Agreement
Annexation Exhibit

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 20 _____, by and between Four-S Corp, 900 1st Avenue North, Billings, MT 59101 hereinafter referred to as "DEVELOPER," and THE CITY OF BILLINGS, MONTANA, a municipal corporation, c/o City Hall, 316 North 26th Street, 5th Floor, Billings, Montana, 59101, hereinafter referred to as the "CITY." DEVELOPER and CITY are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

WHEREAS, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Tract of Land situated in the NW ¼ of Section 34, T1 N, R26 E, Yellowstone County, Montana, more particularly described as:

Being Lot 3, Block 1 of Plat of Exchange Subdivision in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 1092444.

Said annexation containing 1.032 acres, more or less.

Above referenced property is hereinafter referred to as "Developer Tract".

WHEREAS, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tract; and

WHEREAS, DEVELOPER desires to annex Developer Tract to the City; and

WHEREAS, DEVELOPER is proposing to develop the Developer Tract in phases over time; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tract contingent upon an Annexation Agreement being executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

1. *Roads and Access.* The Developer Tract will be accessed by way of 1st Avenue North.

2. *Sanitary Sewer.* The Developer Tract will be served by an existing sanitary sewer main located in 1st Avenue North.

   DEVELOPER shall be responsible for payment of the City wastewater system development fee prior to connecting to the sanitary sewer.

3. *Water.* The Developer Tract is already served by an existing water main located in 1st Avenue North.

4. *Storm Drain.* The DEVELOPER will manage storm drainage within the Developer Tract in accordance with the City of Billings Stormwater Management Manual (2018).

5. *Right-of-Way.* Public Right-of-Way will be dedicated to the City of Billings in accordance with the 2018 Billings Urban Area Long Range Transportation Plan and in accordance with the City of Billings Subdivision Regulations. No Right-of-Way dedication is anticipated with this annexation.

6. *Street Improvements.* Developer Tract fronts 1st Avenue North, which is fully constructed. No street improvements are required for this annexation.

7. *Sidewalk or Multi-use Trail*. The Developer Tract has sidewalk along the frontage of the property. A sidewalk/multi-use trail will not be required to be constructed with this annexation.

   DEVELOPER shall be responsible for the maintenance and replacement of the sidewalk.

8. *Future Intersection Contributions.* A traffic impact study will be performed at the time of future subdivision and/or development to determine DEVELOPER contributions to future intersection improvements in accordance with the City of Billings Subdivision Regulations. The

preparation of the traffic impact study and any fees to mitigate impacts to future intersection improvements will be at the expense of the DEVELOPER. A traffic impact study is not required for this annexation.

9. *Public Improvements.* Should the City perform improvements listed in the Agreement or not listed in the Agreement benefitting the Developer Tract, the CITY shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and parks maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Annexation Agreement regardless of location of individual properties in relation to the improvements.

10. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.

11. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

12. *Attorney's Fees.* In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

13. *Amendments and Modifications.* Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"DEVELOPER" Four-S Corp

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the_____ of Four-S Corp, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

This Agreement is hereby approved and accepted by City of Billings, this ___ day of _____, 20___.

"CITY" CITY OF BILLINGS, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of_____, 20___, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

Approved as to Form:

_____
City Attorney

WAIVER OF RIGHT TO PROTEST

FOR VALUABLE CONSIDERATION, the undersigned, Owner of the hereinafter described real property, does hereby waive the right to protest the formation of one or more Special Improvement Districts (SID) for the construction, reconstruction or maintenance of streets, curbs, gutter, concrete ribbons, sidewalks, multi-use trails, driveways, survey monuments, street name signs, street lights, street light energy and maintenance, parks and parks maintenance, traffic control devices on-site and off-site inclusive as determined by an overall traffic accessibility study, specific realignments or relocation of sanitary sewer lines and water lines, valley gutters, culverts, storm sewer lines, if any, either within or without the area, and other improvements which the City of Billings may require.

The Waiver and Agreement shall run with the land and shall be binding upon the undersigned, its successors and assigns, and shall be recorded in the office of County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Being Lot 3, Block 1 of Plat of Exchange Subdivision in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 1092444.

"DEVELOPER" *Four-S Corp*

By: _____
Title:_____

STATE OF MONTANA)
:ss.
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____of Four-S Corp and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

_____
Notary Public in and for the State of Montana
Printed name:_____
Residing at:_____
My commission expires:_____

K:\Billings\A&I Distributors\2024553.A&I Distributors City Sewer Connection\05CAD\Sheets\24553-Annexation Map.dwg SITE LAYOUT 1/16/2025 4:37:00 PM

N 11TH ST

N 10TH ST

Property to Annex--Green

CITY OF BILLINGS LIMITS

Sewer Service

In City Limits

In City Limits

EXCHANGE SUBDIVISION
BLOCK 1 LOT 3

Building 1

Building 2

Building 3

BNSF Property-County

BNSF RAILWAY

PROPERTY REQUESTING ANNEXATION

NOTES:
1. BOUNDARIES PER MT CADASTRAL.
2. SERVICES PER CITY OF BILLINGS PUBLIC WORKS GIS DATABASE.

ZONING LEGEND

- EBURD - 13TH ST MAIN ST
- EBURD - INDUSTRIAL SANCTUARY
- I1 - LIGHT INDUSTRIAL
- I2 - HEAVY INDUSTRIAL

N

0 50' 100'

SCALE: 1" = 100'

EXHIBIT

NO.	REVISION	BY	DATE

PROJECT NO. 2024-553

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

A&I DISTRIBUTORS
CITY SEWER SERVICE CONNECTION

ANNEXATION MAP

YELLOWSTONE COUNTY, MT

DESIGNED BY: KH
DRAWN BY: KH
CHECKED BY: GTR
DATE: 1/16/2025

SHEET
EXHIBIT-1

City Council Regular

Date:	03/10/2025
Title:	Annexation 25-02, Ward Boundary Expansion Ordinance - Public Hearing and First Reading
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-25-00013

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward I.

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

WWC Engineering, on behalf of Scott Stanaway, Skip Stanaway, Tucker Stanaway, and Tate Stanaway (Four-S Corp.) submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located at 1006 1st Ave N. The land being annexed is legally described as being a Tract of Land situated in northwest one-quarter (NW ¼) of Section 34, Township 1 north, Range 26 east, Yellowstone County, Montana, more particularly described as: being Lot 3, Block 1 of Plat of Exchange Subdivision in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 1092444, said annexation containing 1.032 acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward I. Two readings are required for this action. The first reading and public hearing is scheduled for this meeting. Upon approval, the second reading will occur March 24th, 2025.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward I, or;
- Disapprove adding the subject property to Ward I. Disapproval will not modify the boundary of Ward I and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance 25-02

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD I PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward I the following described real property:

Tract of Land situated in northwest one-quarter (NW ¼) of Section 34, Township 1 north, Range 26 east, Yellowstone County, Montana, more particularly described as: being Lot 3, Block 1 of Plat of Exchange Subdivision in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 1092444, said annexation containing 1.032 acres, more or less.

See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 25-_____ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 10th Day of March, 2025.

PASSED by the City Council on the second reading this 24th Day of March, 2025.

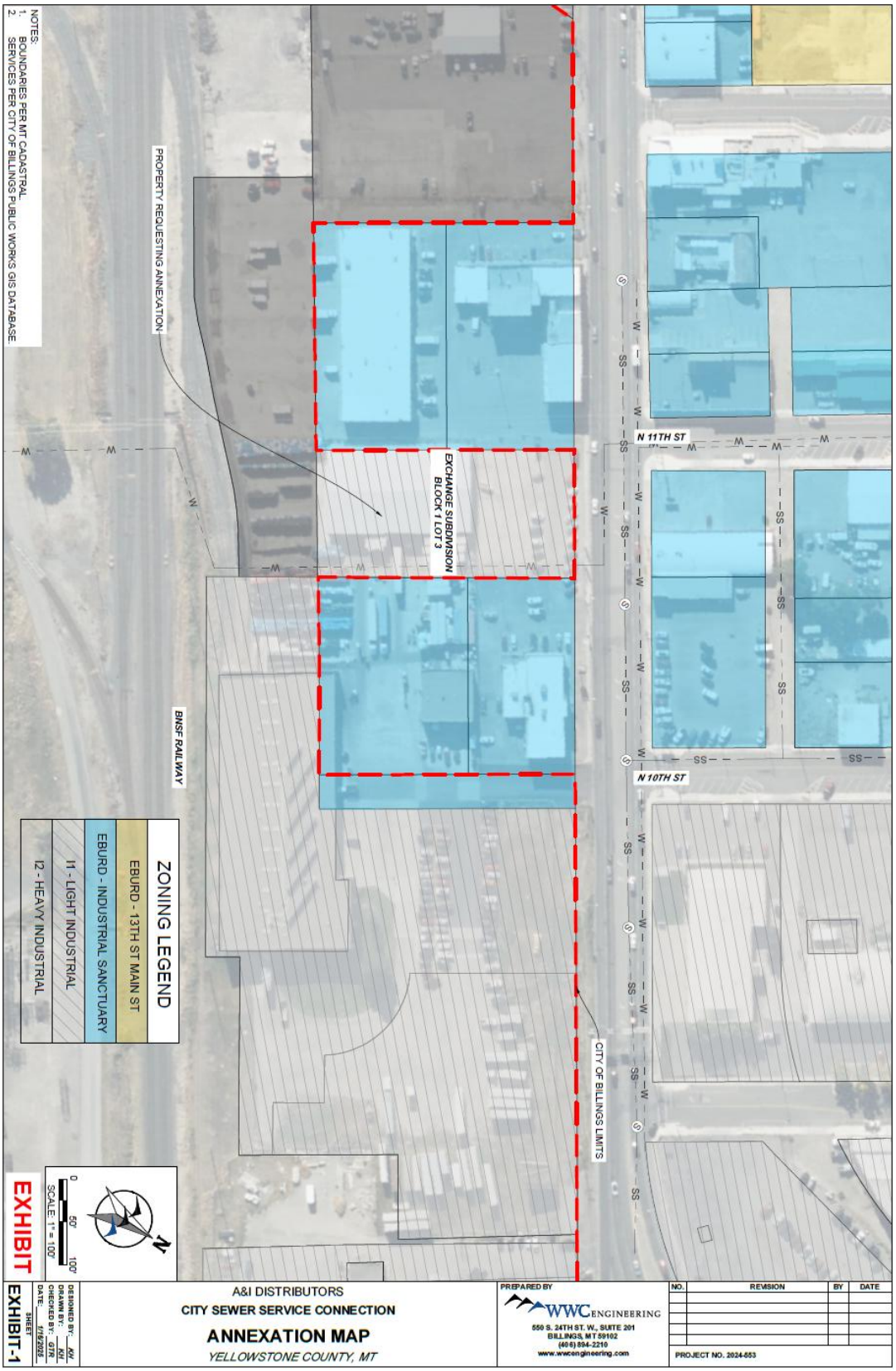
THE CITY OF BILLINGS:

_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

EXHIBIT "A"


NOTES:
1. BOUNDARIES PER MT CADASTRAL
2. SERVICES PER CITY OF BILLINGS PUBLIC WORKS GIS DATABASE
PROPERTY REQUESTING ANNEXATION
EXCHANGE SUBDIVISION
BLOCK 1 LOT 3
N 11TH ST
N 10TH ST
BNSF RAILWAY
CITY OF BILLINGS LIMITS
ZONING LEGEND
EBURD - 13TH ST MAIN ST
EBURD - INDUSTRIAL SANCTUARY
I1 - LIGHT INDUSTRIAL
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SCALE: 1" = 100'
EXHIBIT
A&I DISTRIBUTORS
CITY SEWER SERVICE CONNECTION
ANNEXATION MAP
YELLOWSTONE COUNTY, MT
PREPARED BY
WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com
NO. REVISION BY DATE
PROJECT NO. 2024-553
EXHIBIT-1
SHEET
DESIGNED BY: AW
DRAWN BY: GTR
CHECKED BY:
DATE: 11/5/2025

City Council Regular

Date:	03/10/2025
Title:	SID 1428, Annafeld Subdivision, 5th Filing, Streetlights 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 that Council conduct a public hearing and approve the resolution creating SID 1428 Annafeld Subdivision 5th Filing Streetlights.

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

McCall Development Inc., the developer of Annafeld Subdivision, 5th Filing, desires to construct public improvements in the subdivision that include streetlights. McCall Development would like to complete these improvements utilizing a special improvement district which is allowed through the recorded Subdivision Improvements Agreement for the subdivision. Annafeld Subdivision, 5th Filing, is located south of Elysian Road near Elysian School. The streetlights will be installed along each street frontage. The streetlights will be maintained by the Homeowners Association until all of Annafeld Subdivision is completed. At that point, a Special Improvement Light Maintenance District (SILMD) will be created for maintenance.

McCall Development previously constructed the streets and underground utilities (water, sewer, and storm drain) within Annafeld Subdivision, 5th Filing, totaling $2,259,200 worth of improvements. These improvements count toward the required improvements in order to meet the requirements of the City's Raw Land District Requirements (Resolution No. 05-18234). The previously constructed improvements represent approximately 90% of the total improvement costs when including street, utility, and streetlight improvements.

The streetlights are proposed along 2,125 lineal feet of street that includes 69 lots totaling 78 residential dwelling units. Construction and financing costs totaling $248,000 spread on 78 units results in a cost of about $3,180 per unit.

ALTERNATIVES

The Council may:

- Conduct a public hearing and approve the resolution creating SID 1428; or,
- After holding a public hearing, not approve the resolution creating SID 1428. If not approved, the developer will have to install streetlights at their cost.

FISCAL EFFECTS

The total estimated costs of the improvements are $248,000 which will be paid from the sale of SID bonds and assessed to the properties within the SID boundary.

Attachments

Boundary Exhibit
Resolution Creating District
Res 05-18234
SID 1428 Council Presentation

EXHIBIT A

LIGHTING EXHIBIT

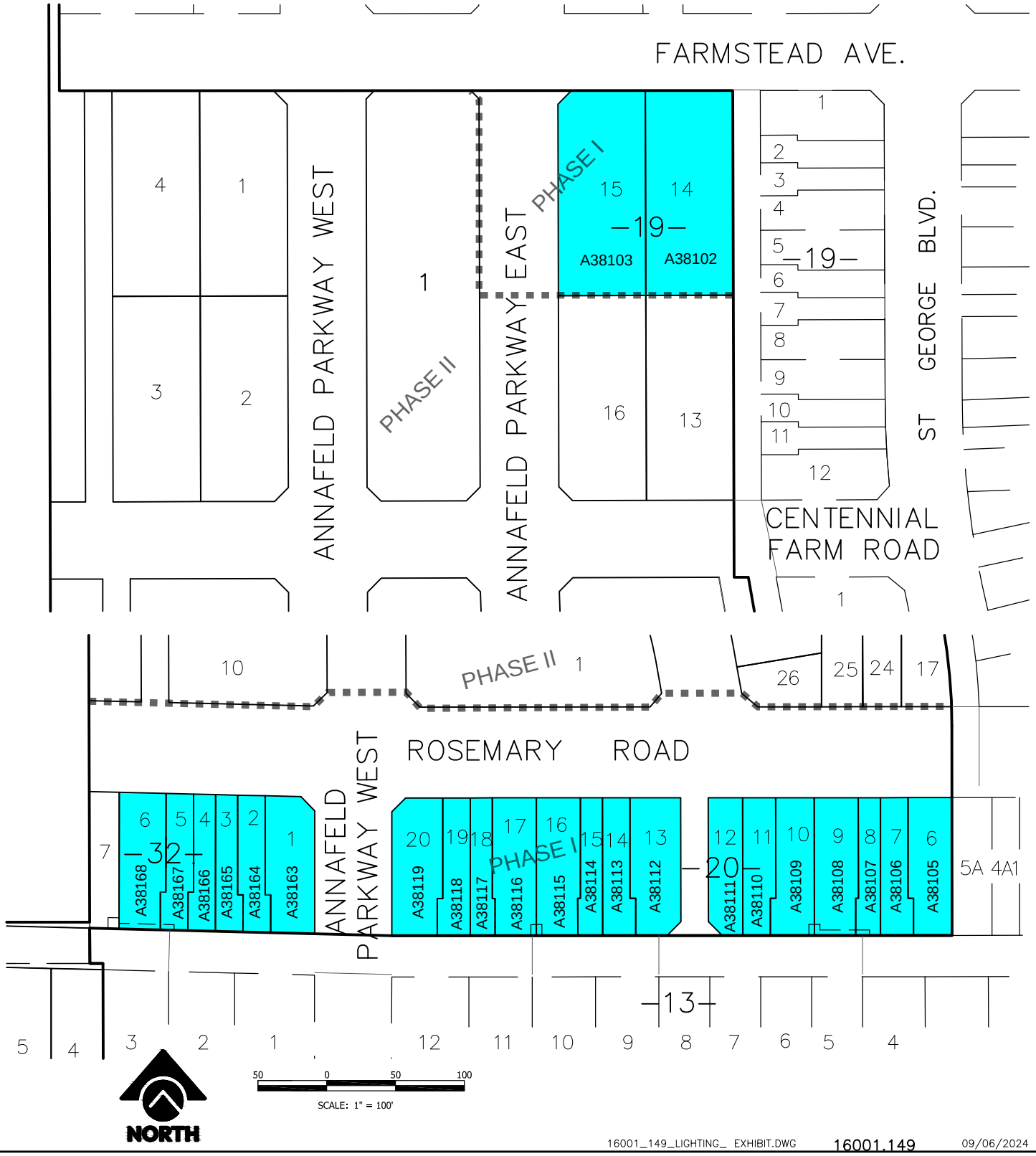
ANNAFELD SUBDIVISION, FIFTH FILING PHASE I

PREPARED FOR : CITY OF BILLINGS

SEPTEMBER, 2024

PREPARED BY : sanbell

BILLINGS, MONTANA



16001_149_LIGHTING_ EXHIBIT.DWG 16001.149 09/06/2024

EXHIBIT A

LIGHTING EXHIBIT

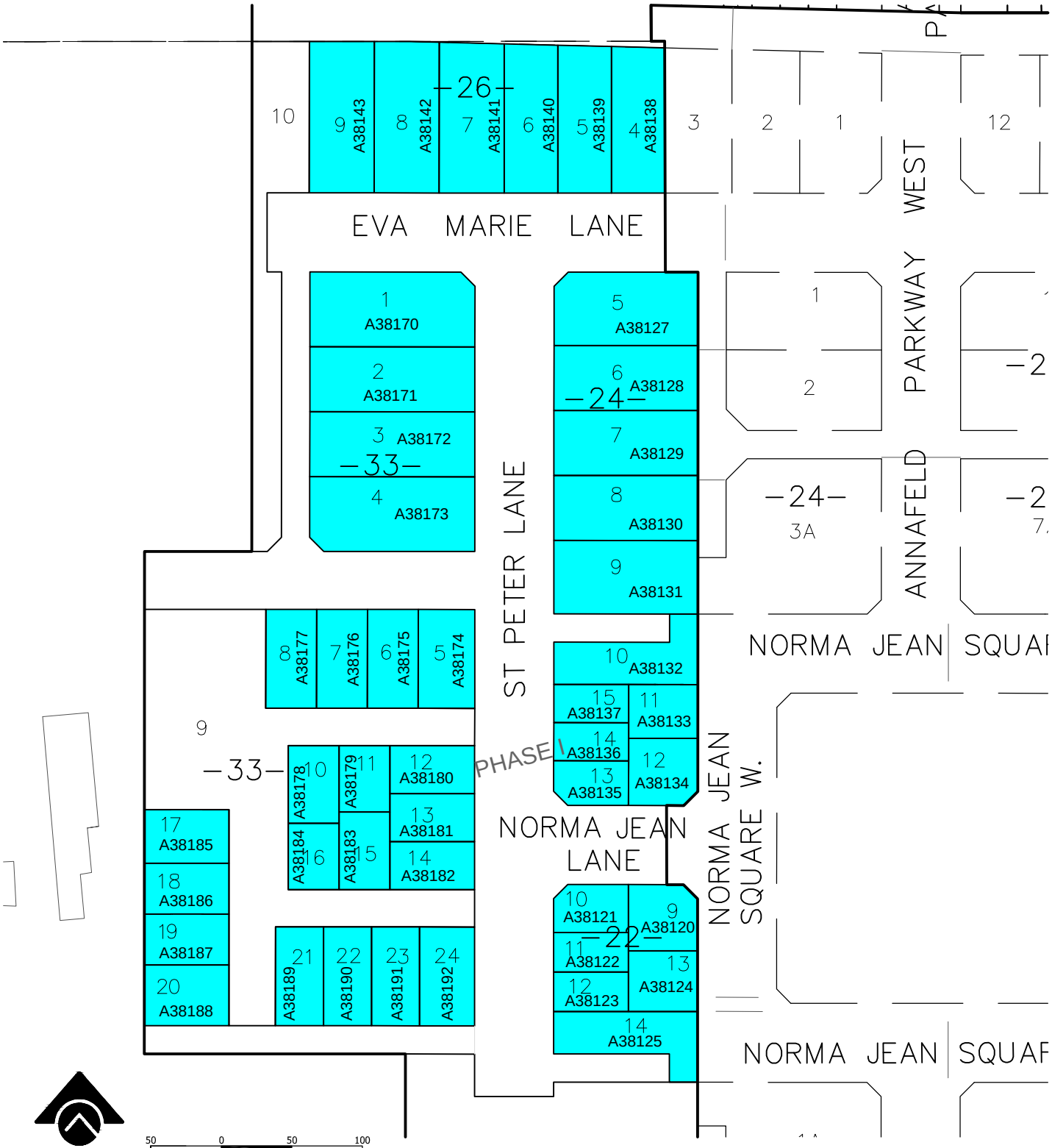
ANNAFELD SUBDIVISION, FIFTH FILING PHASE I

PREPARED FOR : CITY OF BILLINGS

SEPTEMBER, 2024

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BILLINGS, MONTANA



16001_149_LIGHTING_ EXHIBIT.DWG 16001.149 09/6/2024

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. 25-_____, entitled: "RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1428**; 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 **March 10, 2025**, 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. 25-_____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. **1428**; 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 **February 10, 2025,** adopted Resolution No. **25-11253** (the "Resolution of Intention"), pursuant to which this Council declared its intention to create a special improvement district, designated as Special Improvement District No. **1428** 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 **March 10, 2025**, 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, zero protests were filed with the City Clerk and not withdrawn by the owners of property in the District subject to assessment for 0% of the total costs of the Improvements. **The protest represents 0% 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 **10th Day of March, 2025.**

THE CITY OF BILLINGS:

BY

_____

William A. Cole MAYOR

ATTEST:

BY_____
Denise Bohlman CITY CLERK

RESOLUTION NO. 05-18234

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS RELATING TO SPECIAL IMPROVEMENT DISTRICTS; AMENDING RESOLUTION 87-15592

BE IT RESOLVED BY THE CITY COUNCIL (THE COUNCIL) OF THE CITY OF BILLINGS (THE CITY):

SECTION 1. Recitals.

1.01. Objectives of Policy.

It is the intent of the City of Billings, Montana, to establish a policy regarding the creation of special improvement districts within the City and the issuance of special improvement district bonds therefore so as to provide for the orderly and economical construction and financing of necessary public improvements within the City and to minimize the risks to the taxpayers in the City as a result of unpaid or delinquent assessments.

1.02. Findings. The Council hereby finds that:

(a) The use of special improvement districts is an important and necessary method of constructing Improvements in the City of Billings in existing developed neighborhoods and business districts as well as in new residential and commercial subdivisions; and

(b) Special improvement districts have been extensively used by real estate developers to finance the costs of water, sewer, curbs and gutters, streets, roads and park improvements associated with the development of residential and commercial subdivisions within the City; and

(c) Such use of special improvement districts and the issuance of special improvement district bonds secured by the City's Revolving Fund have provided a significant economic benefit to the developers of such subdivisions; and

(d) The rate of delinquent special improvement assessments for special improvement districts on undeveloped land is significantly greater than that for special improvement districts on developed land; and

(e) The high incidence of the failure or inability of such developers to pay assessments levied against the property within such subdivisions while in their ownership has exposed the City's Revolving Fund and ultimately the City's general fund and taxpayers to risks that are not warranted under the circumstances; and

(f) In order to establish a policy that allows the use of special improvement districts, and of improvement district bonds by the developers of new residential and commercial subdivisions and at the same time provides protection for the City's Revolving Fund and its general taxpayers, it is necessary to establish a policy that distinguishes between and establishes different standards for special improvement districts created within existing developed neighborhoods and special improvement districts created for undeveloped residential and commercial subdivisions.

SECTION 2. Definitions.

All capitalized terms used herein shall have the meanings given to them in this section, unless otherwise indicated or if not defined herein, the meanings given to them in Title 7, Chapter 12, Parts 41 and 42.

Code shall mean the Internal Revenue Code of 1986, and any regulations and rulings promulgated thereby.

Costs of Improvements shall mean those incidental expenses described in Section 7-12-4169, M.C.A. and those costs described in Section 7-12-4104, M.C.A.

Costs of Issuance shall mean all items of expense directly or indirectly payable by or reimbursable to the City and related to the authorization, sale and issue of the Bonds, including the City's fees, bond discount fees,

costs of preparation and reproduction of documents, initial fees and charges of Trustee, if any, legal fees and charges, fees and charges for preparation, execution and safekeeping of the Bond.

Developed District shall mean a Special Improvement District in which 51% or more of the costs of the district will be assessed against lots, tracts or parcels which have occupied structures located thereon.

Developer shall mean an individual or a group of individuals, a corporation or a partnership requesting the creation of a special improvement district for an Undeveloped District.

Direct Service Facility Improvements shall mean those improvements that are designed to be part of an established system of city service or improvement facilities and which are necessary in order for the property within a proposed special improvement district to be directly served by the City service. Direct Service Facilities do not include off-site improvements or larteral collection or distribution facilities such as trunk sewer lines and trunk water mains.

Improvements shall mean public improvements authorized by Section 7-12-4102, M.C.A. to be constructed and financed through the creation of Special Improvement Districts.

On-Site Improvements shall mean those Improvements located within the boundaries of a Special Improvement District.

Off-Site Improvements shall mean those Improvements located outside the boundaries of a Special Improvement District, but of special benefit to the properties within the District.

Revolving Fund shall mean the fund established by the City pursuant to Section 7-12-4221 et seq.

Undeveloped District shall mean a Special Improvement District in which less than 51% of the costs of the district will be assessed against lots, tracts or parcels which have occupied structures located thereon.

Special Improvement Districts shall mean those districts established pursuant to Title 7, Chapter 12, Part 41 and 42, M.C.A. for the purpose of constructing and installing improvements for the special benefit of properties located within such districts.

Special Improvement District Bonds shall mean bonds issued by the City pursuant to Title 7, Chapter 12, Parts 41 and 42, M.C.A. for the purpose of financing Improvements within Special Improvement Districts and paying incidental costs, as defined in Section 7-12-4101, M.C.A. related to the creation of the districts and the issuance of the Bonds.

SECTION 3. Creation of Special Improvement Districts and Issuance of Bonds Secured by the Revolving Fund.

3.01. Creation of Special Improvement Districts and Issuance of Bonds Secured by the Revolving Fund. In accordance with the provisions of Title 7, Chapter 12, Parts 41 and 42, the City will create special improvement districts for financing Improvements upon a determination that the creation of the District and the installation of the Improvements is in the public interest. The City will issue special improvement district bonds for financing the costs of constructing and installing the Improvements and paying incidental costs relating thereto. The City will not pledge the Revolving Fund to such Bonds unless one of the following circumstances exist:

a) The district is a Developed District.

b) The District is being created and the Bonds are being issued for the purpose of financing required public improvements and the property in the District has previously been assessed the costs for a special improvement district which constructed direct service facilities to serve the property.

c) The District is undeveloped and the Developer posts security in accordance with 3.02(d) hereof.

d) The District is undeveloped and the Developer directly pays or otherwise finances 50 percent (50%) or more of the costs of the on-site improvements.

3.02. Standards Applicable to Undeveloped Districts.

a. Costs of Improvements. Any costs of the Improvements, including engineering, survey and legal work incurred prior to the issuance of the special improvement district bonds, including any City expenses, may be eligible for financing by the District as defined in M.C.A. 7-12-4169 (1) if the reimbursement is in compliance with United States Treasury Regulations, Section 1.150-2.

b. Amount of On-Site Improvements to be Financed. Special Improvement Districts will be created to finance the costs of no more than 50 percent of the On-Site Improvements proposed for an Undeveloped District except as otherwise provided in 3.01(b) and 3.02(d) herein. The determination of which of the On-Site Improvements to finance by Special Improvement District will be made by the City in consultation with the Developer, where appropriate. In making its determination the City will consider the nature of the Improvements and the ability to finance them on a tax-exempt basis.

c. Amount of Off-Site Improvements to be Financed. The total cost of Off-Site Improvements which are assessable against an Undeveloped District may be financed through a Special Improvement District only after a determination by the City Council that the proposed Off-Site Improvements are consistent with the City's public improvement goals and that installation of such improvements is necessary and timely. Notwithstanding the provisions of 3.02(a) the City may allow Costs of the Improvements for such Off-Site Improvements incurred prior to the creation of the District to be assessed against the District.

d. Posting Additional Security. Notwithstanding other provisions of this section, the City may in its discretion create Special Improvement Districts for Undeveloped Districts to finance more than 50% of the Costs of Improvements and issue bonds for financing such improvements secured by the Revolving Fund, if:

The Developer posts with the City at the time of the award of the sale of the bonds a letter of credit or some other form of credit acceptable to the City Finance Division as permitted by M.C.A. 7-12-4169 (4) in an amount sufficient to pay all principal and interest on the bonds for a period of five years (the Credit). The Credit will not be released until one of the following conditions is met: (i) 51% or more of the assessable area in the District becomes developed, or (ii) the District has a delinquency rate below 15 percent (15%) in each year for five consecutive years. The Credit provided for in this section which may be required to be posted by the Developer is in addition to other Credit that the Developer has posted for the development of the property

e. Delinquent Developers. It is the general policy of the City of Billings that any person, firm, partnership, organization or corporation requesting the creation of an undeveloped district shall, as a condition of approval of said district, be current in the payment of all existing City special improvement district assessments for

which said person, firm, corporation or partnership is responsible on all properties owned by said person, firm, corporation or partnership.

1) Exceptions to this policy may be made upon a specific determination by the City Council that it is in the public interest to make such an exception in view of the total circumstances involved in the proposed district.

2) The property owners who are requesting creation of the district and who are delinquent in payment of existing special improvement district assessments must request, in writing, an exception from this section. Any written request for an exception must contain, at a minimum, a description of the properties having delinquent assessments, a statement explaining why the delinquencies have occurred, an explanation of what measures are being taken to cure the delinquencies and an explanation as to why an exception should be granted to the general policy expressed in this section.

SECTION 4. Revolving Fund.

4.01. Deposit to the Revolving Fund. For Districts for which the City issues bonds secured by the Revolving Fund, the costs of the Improvement shall include a deposit to the Revolving Fund of 5% of the principal amount of the bonds to be issued. As allowed in Sec 7-12-4169 (3)(b) through (3)(e), the City may create a district reserve fund that is in excess to the minimum deposit of 5% to the Revolving Fund. This reserve fund will be accounted for separately from the revolving fund and will be designated for the district which it secures if, in the opinion of the Finance Division, such excess deposit is necessary to ensure payment of the bonds.

PASSED by the City Council and APPROVED this 24th day of January, 2005.

CITY OF BILLINGS

By Charles F. Tooley
Mayor

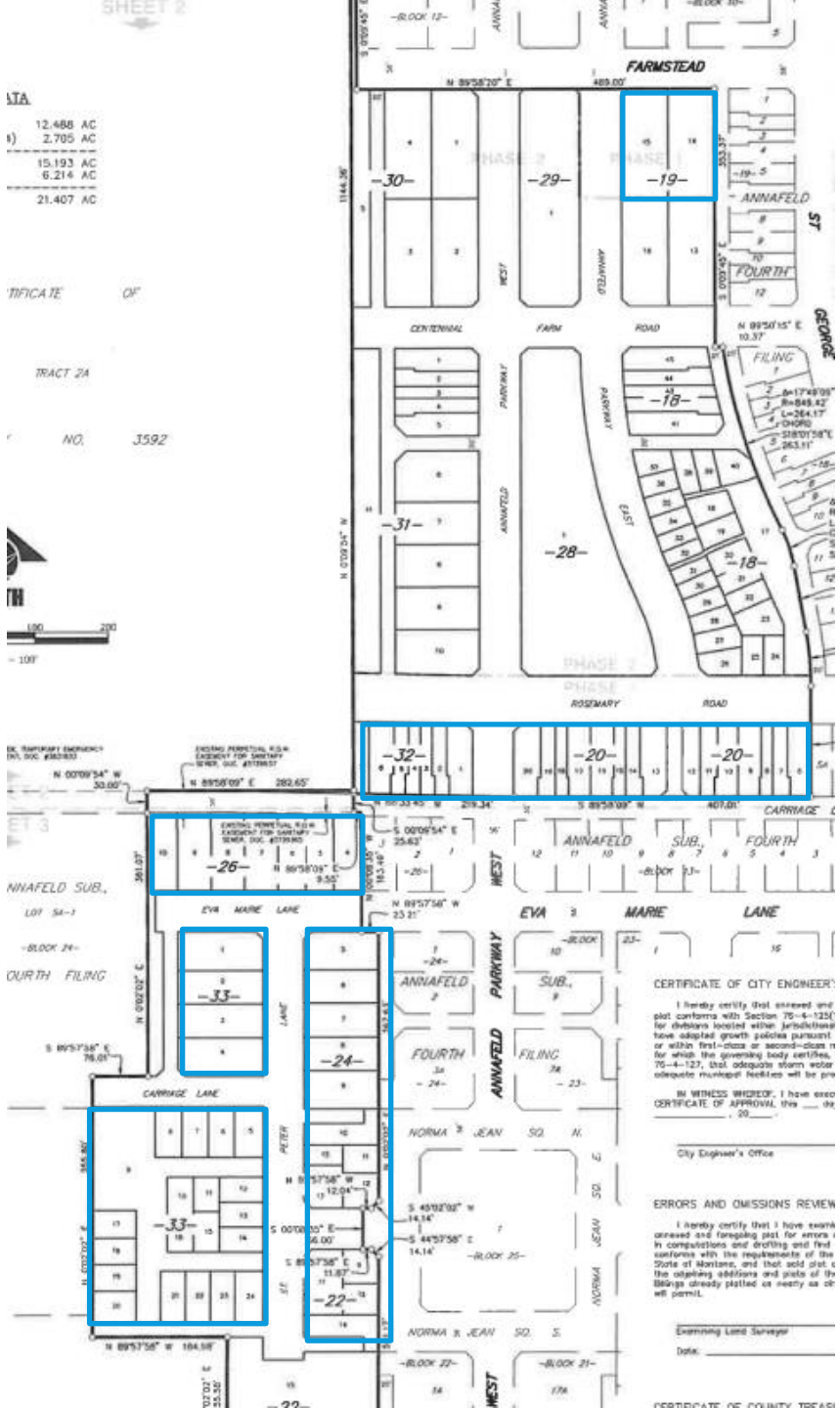
CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST:

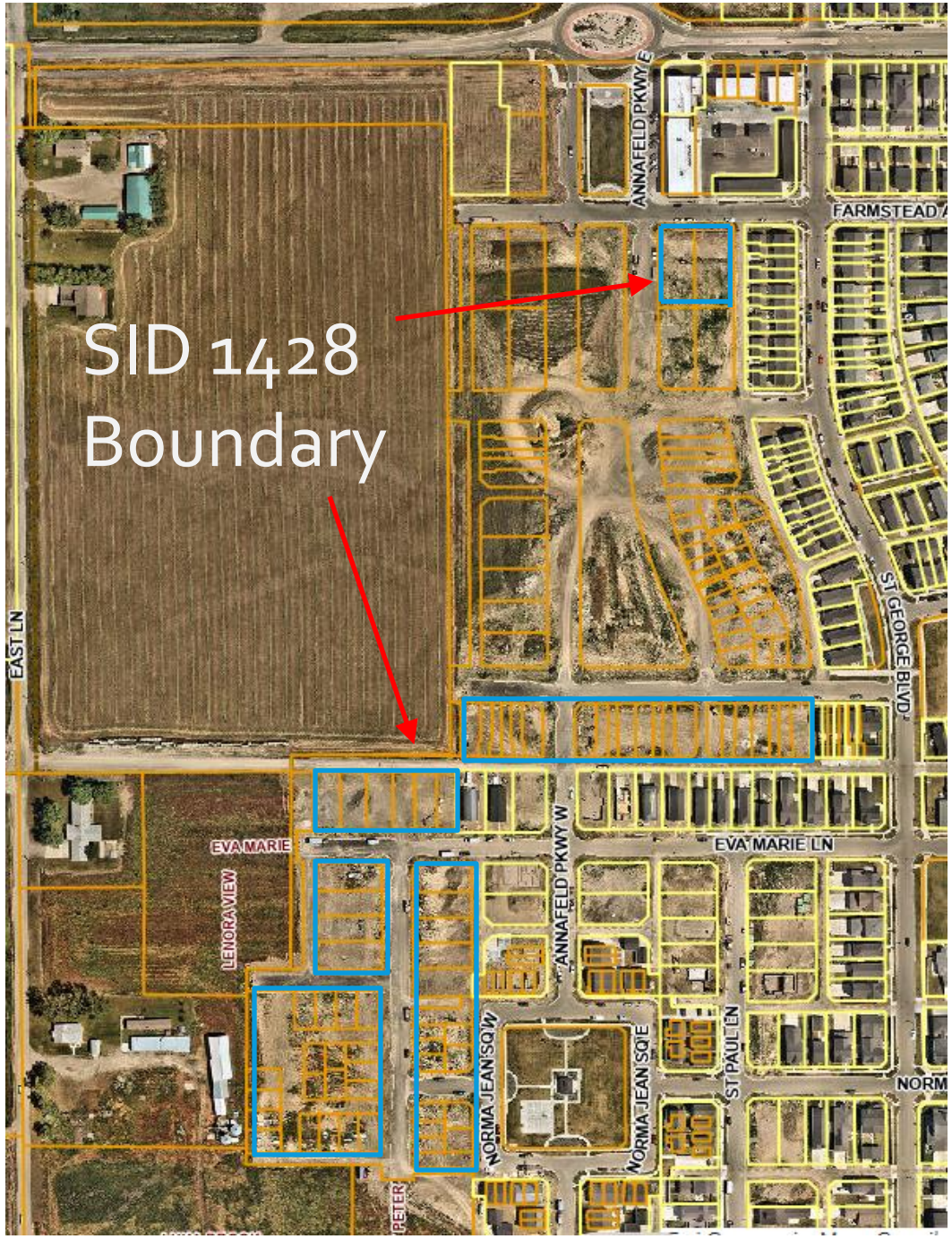
By Marita Herold
City Clerk



SID 1428
ANNAFELD SUBDIVISION 5TH FILING STREETLIGHTS



SID 1428 DISTRICT BOUNDARY



SID 1428 DETAILS

- Total Project Cost - $248,000.00
  - 69 Parcels in the District (68 owned by McCall's) serving 78 building units
  - Improvements to be assessed
    - Streetlights
  - Assessment (69 Properties) - $1.1632 per square foot for each property
    - Average Assessment per parcel - $3,594.20
    - Average Assessment per linear foot frontage - $116.54
    - Per Unit Cost of $3,180.00
  - Lights installed by SID 1428 will provide safe roadway driving conditions and aid in security by providing enhanced natural surveillance

PROJECT SCHEDULE

- Resolution of Intent: February 10, 2025
- Resolution to Create: March 10, 2025 – this meeting
  - No protests
- Construction Bid: January 21, 2025 – Bid Award to Millennium Electric this meeting
- Construction completed: Late summer 2025
- Assessments on taxes fall 2025



City Council Regular

Date: 03/10/2025
Title: SID 1428 Annafeld Subdivision 5th Filing Streetlights, 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 1428 Annafeld Subdivision 5th Filing Streetlights to Millennium Electric, LLC. in the amount of $189,483.20, contingent upon creation of SID 1428.

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

SID 1428 will install streetlights within Annafeld Subdivision 5th Filing. The streetlights will be installed along each street frontage. The streetlights will be maintained by the Homeowners Association until all of Annafeld Subdivision is completed. At that time, a Special Improvement Light Maintenance District (SILMD) will be created for maintenance.

The project was advertised on January 3, 10, and 17, 2025, in the Yellowstone County News and on the City's website. Bids were opened January 21, 2025. Three bids were received. Millennium Electric, LLC submitted the lowest, responsible bid. This bid award is contingent upon creation of SID 1428.

ALTERNATIVES

City Council may:

- Award SID 1428 Annafeld Subdivision 5th Filing Streetlights to Millennium Electric, LLC. in the amount of $189,483.20, contingent upon creation of SID 1428; or,
- Not award a contract and reject all bids. If the contract is not awarded, streetlights will not be installed within the subdivision unless installed by the Developer with a private contract.

FISCAL EFFECTS

The following bids were received:

CONTRACTOR	BID
Millennium Electric, LLC	$189,483.20
Ace Electric	$244,570.00
Montana Lines	$383,380.00

Funding for SID 1428 was budgeted in FY25 using Special Improvement District Bond Funds (assessments) in the amount of $248,000. Adequate funding is available to award the project. Remaining funds will be used for construction observation, materials testing, bond fees, and any change orders.