

## Madison County Board of Commissioners Meeting

10:00 am Tuesday, March 17, 2026, until concluded

First Floor Public Meeting Room  
Administrative Office Building, Virginia City, Montana

WebEx Login:

<https://madisoncounty.my.webex.com/madisoncounty.my/j.php?MTID=m41ec260e52fb051a5b5abad7194ef5ac>

Meeting Number: 2557 256 7614 Password: VCMadison

Join by Phone: 1-650-479-3208 Password: 82623476

Press \*6 to mute or unmute

Duke Gilman, District 1 Commissioner  
Ron Nye, District 2 Commissioner, Chairman  
Bill Todd, District 3 Commissioner

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### CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

### PUBLIC COMMENT (PLEASE LIMIT TO 5 MINUTES PER PERSON)

### CONSENT AGENDA

- Minutes for March 9, 2026 Work Session Meeting
- Minutes for March 10, 2026 Regular Meeting
- Minutes for March 12, 2026 Special Meeting
- Minutes for March 12, 2026, Emergency Meeting
- Courthouse Hazardous Material Removal Bidding Documents
- Mag Chloride Bid
- Chip Sealing Hardrives Construction Inc. \$200,048.75
- Sheridan MT Lease Extension
- Brownfields Letter of Support - Madison County Inventory Project
- Termination of Examining Land Surveyor Contract
- Approval of Claims

### REPORTS OF COMMITTEES

- None

### UNFINISHED BUSINESS

- None

### NEW BUSINESS

- Request for Funds from the CDBG Grant Awarded to Madison County for Harrison's Phase 2 Wastewater Improvements Project \$1,462.00
- Great West Engineering Task Order #37 - Judy Lane Bridge PER and MCEP Grant Application
- Exempt Amended Plat: Family Transfer within Baxter Minor Subdivision Tract 5A-2
- Amended Draft RFP for Capital Improvements Plan
- Resolution 16-2026 A Resolution Declaring a Vehicle Surplus Property and Donating Such Vehicle to the Madison Valley Rural Fire District
- LEPC New Bylaws
- NorthWestern Energy Emergency Action Plan Functional Exercise/Tabletop Exercise
- Purchase of Vehicle for the Senior Citizens

12:00 PM CLOSED SESSION-EMPLOYEE RELATIONS

### ANNOUNCEMENTS AND CALENDARS

Mar 17, 2026 Board of Health Meeting 5:30 PM Public Meeting Room  
Mar 19, 2026 Safety Committee Meeting 10:00 AM Public Meeting Room  
Mar 19, 2026 Fair Board Meeting 7:00 PM Fairgrounds  
Mar 23, 2026 Planning Board Meeting 6:00 PM Annex Building Public Meeting Room  
Mar 27, 2026 Housing Advisory Board Meeting 9:00 AM Online Meeting  
Apr 6, 2026 Mental Health Local Advisory Council 2:00 PM TBD  
Apr 9, 2026 Library Board Meeting 9:30 am Thompson-Hickman Library  
Apr 13, 2026 Airport Board Meeting 6:00 PM Annex Building Public Meeting Room

### ADJOURNMENT

**Madison County  
Commissioners' Work Session Meeting**

March 9, 2026, 10:00 am Mountain Time until concluded  
103 W Wallace St, Virginia City, MT 59755, United States  
First Floor Public Meeting Room  
Administrative Office Building, Virginia City, Montana

**Present:**

Duke W. Gilman, Commissioner, District 1  
Ron E. Nye, Commissioner, District 2, Chairman  
William A. Todd, Commissioner, District 3

**In attendance:**

Ryan Wolter, IT Support Specialist, administered the Webex connection  
Sarah Carlson, Commissioners' / Airport Assistant, was present to take minutes

**Attendee List:**

Ray Rowberry, Road Supervisor  
Joe Brummell, DES  
Dave Blank, Madison County Senior Bus Driver  
Colton Lauer, Madison County Attorney  
Brett Schriock, IT Director  
Becky DeBoer

**1. Call to Order, Pledge of Allegiance, Roll Call**

**2. Public Comment (Please Limit to 5 Minutes Per Person)**

None

**3. Report of Committees**

**3.1. Madison County Courthouse Rehabilitation and Addition**

The Commissioners deliberated on the necessity of relocating items from the Courthouse and securing a safe, dry location for their storage.

**3.2. Nursing Home Update**

Christine Preece, the Nursing Home Administrator of Madison County, participated via WebEx to provide an update regarding the resident census at both facilities and the recent referrals received. Additionally, she informed the Commissioners that Ruby Valley Medical Center requires an occupational therapist; once the necessary personnel are secured, the nursing home will be able to admit residents requiring occupational therapy services.

Becky DeBoer asked about the survey status at the nursing homes and mentioned that they should interview former employees.

Commissioner Gimman stated that the survey firm is conducting individual interviews with participants.

Comment: DeBoer and Preece(WebEx). Discussion: Commissioner Gilman.

#### **4. Unfinished Business**

None

#### **5. New Business**

##### **5.1. DES Vehicle and Trailers**

Joe Brummell from Madison County DES discussed donating an old 1973 bread van vehicle no longer in use by the county to the fire department for training purposes.

Colton Lauer, Madison County Attorney, stated that this must be done by resolution.

Comment: Brummell and Lauer. Discussion: Commissioner Todd, Commissioner Gilman, and Commissioner Nye.

##### **5.2. LEPC New Bylaws**

Joe Brummell from Madison County DES has reviewed the new LEPC bylaws. The matter will be presented for approval at the upcoming regular commissioner meeting scheduled for next week.

Comment: Brummell. Discussion: Commissioner Todd, Commissioner Gilman, and Commissioner Nye.

##### **5.3. Purchase of Vehicle for the Senior Citizens**

Dave Blank, the senior bus driver for Madison County, attended the meeting to discuss acquiring a used vehicle for his department's transportation needs for senior appointments. The Commissioners reviewed the senior citizens' budget and concluded that the department had enough funds for a new vehicle with a warranty, and it would be safer and more dependable.

Comment: Blank. Discussion: Commissioner Todd, Commissioner Gilman, and Commissioner Nye.

##### **5.4. Mag Chloride Discussion**

Ray Rowberry, the Road Supervisor for Madison County, has come to discuss the bidding process for Magnesium Chloride once again, similar to the procedure followed by the county last year. This matter will be addressed at the upcoming regular Commissioner meeting scheduled for next week.

Comment: Rowberry. Discussion: Commissioner Todd, Commissioner Gilman, and Commissioner Nye.

**5.5. County Phone Number Discussion**

Brett Schriock, the IT Director of Madison County, explained that the inability to forward Madison County phone numbers to the new telephone service provider was due to restrictions imposed by the FCC.

This will be included on tomorrow's agenda for approval to dispatch county mailers containing the county's new numbers to all residents.

Comment: Schriock. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

**Adjournment**

**RESOLVED:** Commissioner Todd moved to adjourn the meeting. Commissioner Gilman seconded the motion.

For: Duke Gilman, Ron Nye, and William Todd. Motion passed.

With no further discussion, the meeting was adjourned at 10:31 am.

The upcoming Commission meeting is scheduled for Monday, March 16, 2026, at 10:00 a.m. in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

**Signed:** .....

**Date:**.....

**Ronald E. Nye, Commissioner, Chairman**

**Date Approved: March 17, 2026**

**Signed:** .....

**Date:**.....

**Minutes prepared by:**

**Sarah Carlson, Commissioners' / Airport Assistant**

**Attest:** .....

**Date:**.....

**Paula McKenzie, Clerk and Recorder, Madison County**

**Madison County  
Commissioners Regular Meeting**

March 10, 2026, 10:00 pm Mountain Time until concluded  
103 W Wallace St, Virginia City, MT 59755, United States  
First Floor Public Meeting Room  
Administrative Office Building, Virginia City, Montana

**Present:**

Duke W. Gilman, Commissioner District 1  
Ronald E. Nye, Commissioner District 2, Chairman  
William A. Todd, Commissioner, District 3

**In Attendance:**

Ryan Wolter, IT Support Specialist, administered the Webex connection  
Sarah Carlson, Commissioners' / Airport Assistant, was present to take minutes

**Attendee List:**

Cody Marxer, Planning Director  
Colton Lauer, Madison County Attorney

**1. Call to Order, Pledge of Allegiance, Roll Call**

**2. Public Comment (Please Limit to 5 Minutes Per Person)**

None

**3. Consent Agenda**

**3.1. Minutes for March 2, 2026, Work Session**

**3.2. Minutes for March 3, 2026, Regular Meeting**

**3.3. Alcohol Tax - Southwest Chemical Dependency Program \$3,089.43**

**3.4. Courthouse Hazardous Material Removal Bidding Documents - No documents.  
This will be on next week's agenda.**

**3.5. USACE NWO-2023-01593-MT Permit for the Fairgrounds**

**3.6. Approval of Claims**

**RESOLVED:** Commissioner Todd moved to approve the consent agenda as read.  
Commissioner Gilman seconded the motion.  
For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: None. Discussion: Commissioner Nye.

**4. Unfinished Business**

## 5. New Business

### 5.1. 10:10 AM Public Hearing - Ordinance 3- 2026 – An Ordinance Adopting Amended Buildings for Lease or Rent Regulations

The public hearing opened at 10:10 am

Cody Marxer, the Planning Director of Madison County, read Ordinance 3- 2026 – An Ordinance Adopting Amended Buildings for Lease or Rent Regulations into the record.

No public comment was received.

The public hearing closed at 10:15 am

**RESOLVED:** Commissioner Todd moved to approve the first reading of Ordinance 3- 2026 – An Ordinance Adopting Amended Buildings for Lease or Rent Regulations. Commissioner Gilman seconded the motion.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Marxer, Theys (WebEx). Discussion: Commissioner Nye, Commissioner Todd, and Commissioner Gilman.

### 5.2. Final Plat: Moonlight Basin West 1 PUD Subdivision – Amended Plat of Condo Lot 1

Cody Marxer, the Planning Director of Madison County, explained that the landowner's request is for Final Plat approval of Moonlight Basin West 1 PUD Subdivision Amended Plat of Condo Lot 1. The proposed amended plat will subdivide a single tract approved for 10 residential condo units into 13 lots, including 10 residential single-family lots and 3 utility lots. The planning department finds the submittal to be in compliance with the conditions set forth in the February 3, 2026, Preliminary Plat approval and recommends that the Board of County Commissioners approve and sign the final plat and accompanying documents for recordation, as applicable.

**RESOLVED:** Commissioner Gilman moved to approve the Final Plat: Moonlight Basin West 1 PUD Subdivision – Amended Plat of Condo Lot 1. Commissioner Todd seconded the motion. For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Marxer. Discussion: None.

### 5.3. Final Plat: Mason First Minor Subdivision

Cody Marxer, the Planning Director of Madison County, explained that the landowner's request is for Final Plat approval of Mason First Minor Subdivision. The proposed subdivision will subdivide a single ~118-acre tract into two (2) lots, 38.486 acres and 80.0 acres, respectively. The planning department recommends that the submittal comply with the conditions set forth in the September 2, 2025, Preliminary Plat approval and that the Madison County Board of Commissioners approve and sign the final plat.

**RESOLVED:** Commissioner Todd moved to approve the Final Plat: Mason First Minor Subdivision. Commissioner Gilman seconded the motion. For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Marxer. Discussion: None.

#### **5.4. Exempt Amended Plat: Franzke Minor Lot 22A**

Cody Marxer, the Planning Director of Madison County, explained that the landowner of Lot 22A of Franzke Minor Subdivision No. 354 seeks to remove the platted building envelope on the subject property. The planning department recommends that Lot 22A be developed with one single-family residential structure, constructed in 2009 under a different landowner. Franzke Minor Subdivision is a two-lot minor subdivision platted in 1999. An irrigation ditch and North Meadow Creek traverse the subject property, and the proposed amended plat maintains 30-foot easements from both watercourses. The removal of the building envelope does not negate applicable permitting requirements for any construction or excavation related to wetlands or water courses. Additionally, Madison County Planning has found no details or evidence supporting the platted building envelope. It is recommended that the Madison County Commissioners approve and sign the Amended Plat of Lot 22A, Franzke Minor Subdivision No. 354.

**RESOLVED:** Commissioner Todd moved to approve the Amended Plat – Platted Building Envelope Removal Franzke Minor Subdivision No. 354, Lot 22A. Commissioner Gilman seconded the motion.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Marxer. Discussion: None.

#### **5.5. MT-MCEP-CG-25-050 Seyler Lane Bridge Draw Request #12 \$6,736.00**

Mr. Jeremiah Theys of Great West Engineering participated via WebEx and informed the Commissioners that the MCEP invoice will feature monthly draws moving forward.

**RESOLVED:** Commissioner Todd moved to approve MT-MCEP-CG-25-050 Seyler Lane Bridge Draw Request #12 in the amount of \$6,736.00. Commissioner Gilman seconded the motion.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Theys (WebEx). Discussion: Commissioner Nye, Commissioner Gilman, Commissioner Todd.

#### **5.6. MCEP Silver Springs Bridge Start-up Conditions Documentation**

Jeremiah Theys from Great West Engineering participated via WebEx to provide the Commissioners with information on this matter.

**RESOLVED:** Commissioner Todd moved to approve MCEP Silver Springs Bridge Start-up Conditions Documentation. Commissioner Gilman seconded the motion.

For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Theys (WebEx). Discussion: Commissioner Nye, Commissioner Gilman, Commissioner Todd.

#### **5.7. RFP for Engineering Services for Capital Improvements Plan**

Cody Marxer, the Planning Director of Madison County, presented the Request for Proposals (RFP) for Engineering Services to the Commissioners for their approval.

**RESOLVED:** Commissioner Todd moved to approve the RFP for Engineering Services for the Capital Improvements Plan. Commissioner Gilman seconded the motion.  
For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: Marxer, Theys (WebEx). Discussion: Commissioner Nye, Commissioner Todd, and Commissioner Gilman.

**5.8. Purchase of Vehicle for the Senior Citizens**

**RESOLVED:** Commissioner Todd moved to continue this to next week. Commissioner Gilman seconded the motion.  
For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: None. Discussion: Commissioner Todd.

**5.9. County Phone Numbers / Mailing**

**RESOLVED:** Commissioner Todd moved to approve 3x5 mailing cards to be sent out to county residents with the new county phone number list. Commissioner Gilman seconded the motion.  
For: Ron Nye, Duke Gilman, William Todd. Motion passed.

Comment: None. Discussion: Commissioner Todd.

**Adjournment**

**RESOLVED:** Commissioner Todd moved to adjourn the meeting. Commissioner Gilman seconded the motion.  
For: Duke Gilman, Ron Nye, and William Todd. Motion passed.

With no further discussion, the meeting was adjourned at 10:52 am.

The upcoming Regular Commissioner meeting is scheduled for Tuesday, March 17, 2026, at 10:00 am, in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

**Signed:** .....  
**Ronald E. Nye, Commissioner, Chairman**  
**Date Approved: March 17, 2026**

**Date:**.....

**Signed:** .....  
**Minutes prepared by:**  
**Sarah Carlson, Commissioners' / Airport Assistant**

**Date:**.....

**Attest:** .....

**Date:**.....

**Paula McKenzie, Clerk and Recorder, Madison County**

DRAFT

**Madison County  
Commissioners Special Meeting**

March 12, 2026, 3:30 pm Mountain Time until concluded  
103 W Wallace St, Virginia City, MT 59755, United States  
First Floor Public Meeting Room  
Administrative Office Building, Virginia City, Montana

**Present:**

Duke W. Gilman, Commissioner District 1  
Ronald E. Nye, Commissioner District 2, Chairman  
William A. Todd, Commissioner, District 3

**In Attendance:**

Jeff LeVegue, IT Support Specialist, administered the Webex connection  
Sarah Carlson, Commissioners' Assistant / Airport Secretary, was present to take minutes

**Attendee List:**

Paula McKenzie, Clerk and Recorder

**1. Call to Order, Pledge of Allegiance, Roll Call**

**2. Public Comment (Please Limit to 5 Minutes Per Person)**

None

**3. Cancellation of Election**

**3.1. RESOLUTION 15-2026 A Resolution Calling for the Cancellation of All County Races on the 2026 Federal Primary Ballot**

Paula McKenzie, the Clerk and Recorder of Madison County, explained that the county would not be required to hold a Federal Primary due to insufficient candidacies. Conducting an election would be an inefficient use of county resources.

**RESOLVED:** Commissioner Todd moved to approve Resolution 15-2026, A Resolution Calling for the Cancellation of All County Races on the 2026 Federal Primary Ballot. Commissioner Gilman seconded the motion.

For: Ron Nye, Duke Gilman, William Todd. Motion passed

Comment: McKenzie. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

**3.2. Appointment by Acclamation 2026**

**RESOLVED:** Commissioner Todd moved to approve Appointment by Acclamation 2026. Commissioner Gilman seconded the motion.  
For: Ron Nye, Duke Gilman, William Todd. Motion passed

Comment: McKenzie. Discussion: Commissioner Todd, Commissioner Nye, and Commissioner Gilman.

**Adjournment**

**RESOLVED:** Commissioner Todd moved to adjourn the meeting. Commissioner Gilman seconded the motion.  
For: Duke Gilman, William Todd, and Ron Nye. Motion passed.

With no further discussion, the meeting was adjourned at 3:34 pm.

The upcoming Regular Commissioner meeting is scheduled for Tuesday, March 17, 2026, at 10:00 am, in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

**Signed:** ..... **Date:**.....  
**Ronald E. Nye, Commissioner, Chairman**  
**Date Approved: March 17, 2026**

**Signed:** ..... **Date:**.....  
**Minutes prepared by:**  
**Sarah Carlson, Commissioners' / Airport Assistant**

**Attest:** ..... **Date:**.....  
**Paula McKenzie, Clerk and Recorder, Madison County**

**Madison County  
Commissioners Emergency Meeting**

March 12, 2026, 3:45 pm Mountain Time until concluded  
103 W Wallace St, Virginia City, MT 59755, United States  
First Floor Public Meeting Room  
Administrative Office Building, Virginia City, Montana

**Present:**

Duke W. Gilman, Commissioner District 1  
Ronald E. Nye, Commissioner District 2, Chairman  
William A. Todd, Commissioner, District 3

**In Attendance:**

Sarah Carlson, Commissioners' / Airport Assistant, was present to take minutes

**Attendee List:**

David Buchler, Madison County Attorney  
Colton Lauer, Madison County Attorney  
Jennifer Tezak, Human Resources, joined via phone  
Susan Hanson, Human Resources, joined via phone

**1. Call to Order**

**2. Public Comment (Please Limit to 5 Minutes Per Person)**

None.

**3. New Business**

**3.1. CLOSED SESSION - Employee Relations**

Commissioner Todd recused himself from the meeting due to a conflict of interest.

The meeting was closed at 3:45 pm.

The meeting was reopened at 3:55 pm.

**No Decisions were made while in closed session.**

**Adjournment**

**RESOLVED:** Commissioner Todd moved to adjourn the meeting. Commissioner Gilman seconded the motion.

For: William Todd, Duke Gilman, and Ron Nye. Motion passed.

With no further discussion, the meeting was adjourned at 3:55 pm.

The upcoming Regular Commissioner meeting is scheduled for Tuesday, March 17, 2026, at 10:00 am, in the Public Meeting Room of the Administrative Building in Virginia City, Montana.

**Signed:** .....  
**Ronald E. Nye, Commissioner, Chairman**  
**Date Approved: March 17, 2026**

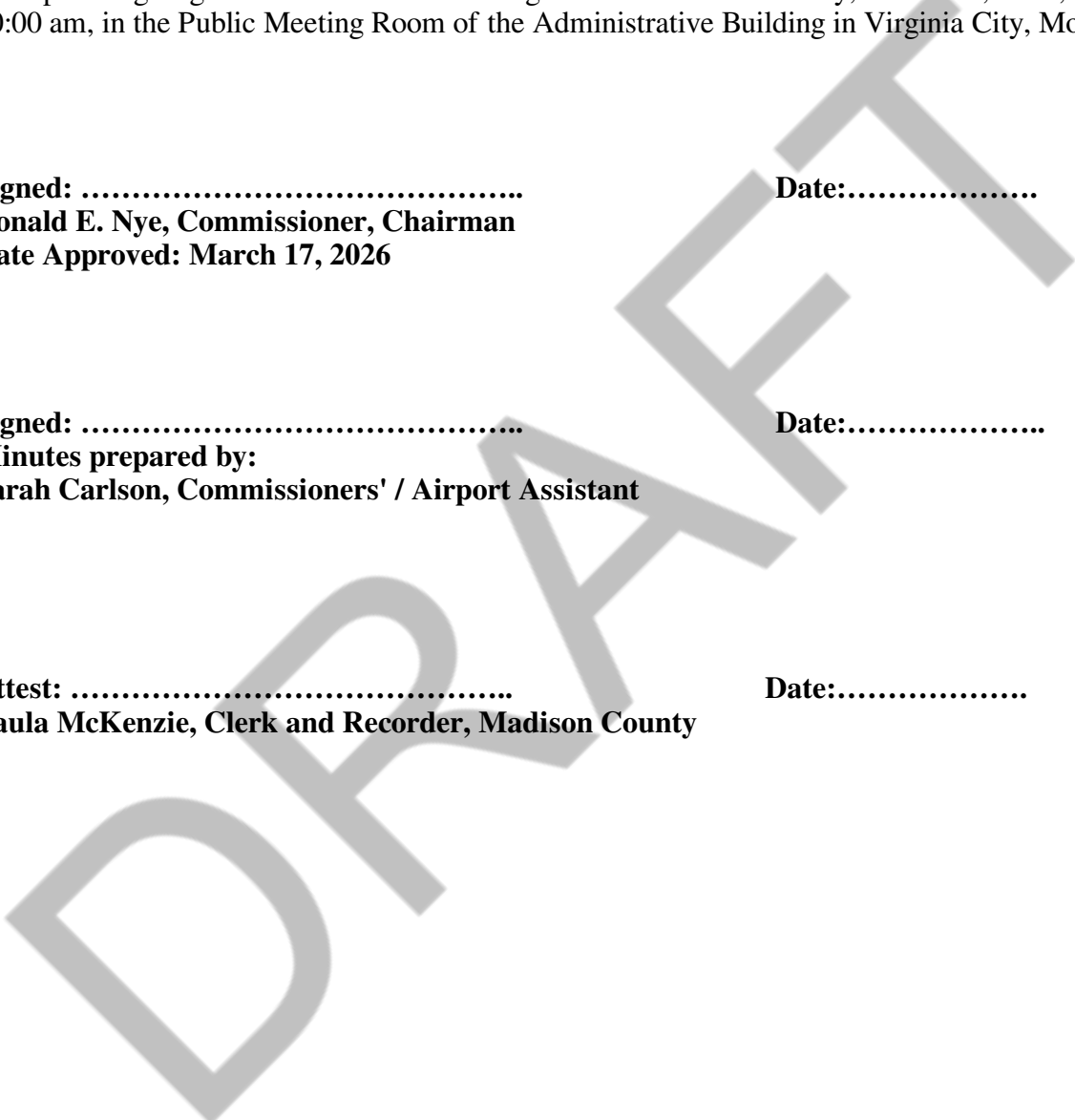
**Date:**.....

**Signed:** .....  
**Minutes prepared by:**  
**Sarah Carlson, Commissioners' / Airport Assistant**

**Date:**.....

**Attest:** .....  
**Paula McKenzie, Clerk and Recorder, Madison County**

**Date:**.....



# PROJECT MANUAL

ASBESTOS ABATEMENT

FOR

MADISON COUNTY COURTHOUSE  
100 WALLACE STREET  
VIRGINIA CITY, MONTANA 59755

PREPARED BY:

NORTHERN INDUSTRIAL HYGIENE, INC.  
201 SOUTH 30<sup>TH</sup> STREET  
BILLINGS, MONTANA 59101  
(406) 245-7766

MARCH 9, 2026

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## DIVISION THREE THRU SIXTEEN NOT USED

## FIGURES

FIGURE 1	ACM ABATEMENT LOCATION DRAWING-BASEMENT
FIGURE 2	ACM ABATEMENT LOCATION DRAWING-MAIN LEVEL
FIGURE 3	ACM ABATEMENT LOCATION DRAWING-SECOND FLOOR

## SECTION 00050 - INVITATION TO BID

PROJECT: Asbestos Abatement  
Madison County Courthouse  
100 Wallace Street  
Virginia City, Montana 59755

OWNER: Madison County  
111 Wallace Street  
Virginia City, Montana 59755  
Contact: Bill Todd  
Phone: (406) 898-5507

ENGINEER: Northern Industrial Hygiene, Inc.  
201 S. 30<sup>th</sup> Street  
Billings, MT 59101  
Contact: Robert Brownell  
Phone: (406) 245-7766  
E-mail: [bbrownell@northernih.com](mailto:bbrownell@northernih.com)

Sealed bids will be received until **TIME, DAY, MONTH, DATE, 2026**, by the Owner, Madison County, in the office of the County Commission located at 111 Wallace Street, PO Box 278, Virginia City, MT 59755 for: ASBESTOS ABATEMENT- MADISON COUNTY COURTHOUSE, VIRGINIA CITY, MONTANA.

In general the work consists of the following:

### ***Asbestos Abatement***

The work will include, but is not limited to, the removal and proper disposal of the following asbestos-containing materials: gypsum wallboard system, wall mastic/adhesive and contaminated drywall, sink undercoating, floor leveler/mastic, exterior window frame caulk, exterior sealant, transite siding, sealant on CMU block. Madison County Courthouse, located at 100 Wallace Street in Virginia City, Montana is a two-story structure constructed in 1876 with additions in 1913 and 1962. The building comprises a floor plan area of approximately 17,800 square feet. The asbestos abatement time frame, including final air clearance monitoring and removal of containment barriers, is: from **MONTH, DATE, 2026 to MONTH, DATE, 2026**.

After the Owner provides the Notice to Proceed the Abatement Contractor shall apply for the required State of Montana Asbestos Abatement Permit. Work on this project is scheduled to begin within **three weeks of receiving the Notice to Proceed**. All work, including final clearance visual and air testing for the asbestos abatement portion, is to be completed within 30 days of actual work start date.

The bidder must visit the site to familiarize himself with site conditions and verify the quantities of materials to be removed, stabilized or remediated. A pre-bid walk-through will be conducted by a Northern representative on **DAY, MONTH, DATE, 2026 at TIME**.

All interested contractors shall meet at the main entrance to the building.

Bids shall be submitted on the form provided with the contract documents.

Successful bidders will be required to provide a Performance Bond, Labor and Material Payment Bond in the amount of 100 percent of the Contract.

Each bidder and subcontractor must have a valid Montana Public Contractor's License in the proper classification.

No bidder may withdraw his bid for at least 60 days after the scheduled time for receipt of bids except as noted in the Instruction to Bidders. The Owner reserves the right to reject any or all bids and to waive any irregularities or informalities.

**End of Section 00050 – Invitation to Bid**

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## SECTION 00100 - INSTRUCTIONS TO BIDDERS

### GENERAL

#### 1.1 Work Descriptions

The work will include the removal and proper disposal of the following asbestos-containing materials: gypsum wallboard system, wall mastic/adhesive and contaminated drywall, sink undercoating, floor leveler/mastic, exterior window frame caulk, exterior sealant, transite siding, sealant on CMU block. Madison County Courthouse, located at 100 Wallace Street in Virginia City, Montana is a two-story structure constructed in 1876 with additions in 1913 and 1962. The building comprises a floor plan area of approximately 17,800 square feet. The asbestos abatement time frame, including final air clearance monitoring and removal of containment barriers, is: from **MONTH, DATE, 2026 to MONTH, DATE, 2026**.

#### 1.2 Bid

- A. Sealed bid forms for Asbestos Abatement at the Madison County Courthouse in Virginia City, Montana will be accepted until:

**TIME (local time) MONTH, DATE, 2026**

For the work included in this Project Manual.

The envelope containing the bid shall be labeled in the bottom left hand corner with the following information:

Name of Project: **Sealed Bid-Do Not Open Until TIME  
Asbestos Abatement  
Madison County Courthouse  
Virginia City, Montana**

Name of Contractor: \_\_\_\_\_  
Contractor's Address: \_\_\_\_\_  
Montana Public Contractor's License #: \_\_\_\_\_  
Acknowledge Receipt of Addendum No.: \_\_\_\_\_

- B. The bid form(s) are included in this project manual.

The Bidder is requested to complete the forms in accordance with the instructions stated below. Two copies of the bid shall be sealed in an opaque envelope marked on the outside with "BID ENCLOSED" and delivered to Madison County Commission, Office of the Madison County Commission, 111 Wallace Street, Virginia City, Montana.

#### 1.3 Bid Form

- A. All Bidders shall submit their bids on the form provided by the Engineer. All such forms are contained herein.
- B. All blanks are to be filled in on the bid form and shall be done in ink (printed legibly) or by typewriter.

- C. Where so indicated by the makeup of the bid form(s), sums shall be expressed in both words and figures.
- D. In the case of discrepancy between the two, the amount expressed in words shall govern.
- E. Any interlineations, alteration, or erasure must be initialed by the signer of the bid.
- F. All requested alternates shall be bid and the Bidders shall make no additional stipulations on the bid forms nor qualify his bid in any other manner.
- G. Each copy of a bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity.
  - 1. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
  - 2. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed.
  - 3. A bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.
- H. Bids shall include the Montana Public Contractor's license number of the Bidder.

#### 1.4 Submission of Bids

- A. All copies of the bid and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope.
- B. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face.
- C. Bids should be delivered or mailed to:
  - Madison County
  - Madison County Commission Office
  - 111 Wallace Street
  - Virginia City, Montana 59755
  - Attn: Bill Todd
- D. The envelope containing the bid forms shall be labeled in accordance with Article 1.2.A above.
- E. Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in Article 1.2.A above, or any extension thereof made by Addendum.
  - 1. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
  - 2. Bids received after the time and date for receipt of bids will not be accepted

and will be returned to Bidder or destroyed.

F. Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

#### 1.5 Modification or Withdrawal of Bid

A. A bid may not be modified, withdrawn or canceled by the Bidder within 30 days following the time and date designated for the bid opening, and Bidder so agrees in submitting his bid.

B. Prior to the date designated for bid opening, bids submitted early may be modified or withdrawn.

C. To withdraw a bid the Bidder must notify the party receiving bids prior to the date designated for opening of bids.

1. Such notice, to withdraw a bid, shall be in writing over the signature of the Bidder or by telephone, telegram, email, or Facsimile (FAX); if by telephone or telegram, written confirmation over the signature of the Bidder must have been mailed or postmarked on or before the date and time set for the opening of bids. If the bid is withdrawn by e-mail, the e-mail must be received at: [btodd@madisoncountymt.gov](mailto:btodd@madisoncountymt.gov) by the date and time set for the opening of the bids.

2. It shall be worded as not to reveal the amount of the original bid.

D. To modify a bid, an entirely new bid form must be submitted.

1. This form is to be accompanied by all the necessary supporting documents.

2. Bid security shall be in an amount sufficient for the bid as modified or resubmitted.

3. The envelope containing the new bid form(s) shall carry the notation "MODIFICATION OF BID".

E. As all envelopes containing bids shall be dated, if more than one bid (or, more than one modified bid) is received from one Bidder the most recently dated bid will be used.

F. All modified bids must be received prior to the time and date set for receipt of bids.

#### 1.6 Consideration of Bids

A. The bids will be opened at TIME (local time) MONTH, DATE, 2026 at the Madison County Commission Office, 111 Wallace Street located in Virginia City, Montana

The bid opening WILL be public.

The bids will be evaluated by the Owner and Northern Industrial Hygiene and a recommendation for award will be made.

- B. An abstract of the amounts of the base bid may be made available to Bidders from the Engineer, at the discretion of the Owner, upon request and within a reasonable amount of time.
- C. The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any data required by the bidding documents or a bid in any way incomplete or irregular.
- D. The Owner shall have the right to waive any informality or irregularity in any bid received.

#### 1.7 Bidding Documents

- A. Copies of the necessary bidding documents are on file and may be obtained at the office of the Engineer.
- B. The bid forms will be furnished by and may be secured at:  

Northern Industrial Hygiene, Inc.  
201 South 30<sup>th</sup> Street  
Billings, MT 59101
- C. The Owner or Engineer, in making copies of the bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work, and do not confer a license or grant for any other use.
- D. Incomplete sets of bidding documents shall not be used in preparing bids; neither the Owner nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

#### 1.8 Bidder's Representation

- A. Each Bidder, by making his bid, represents that:
  - 1. They have read and understand the bidding documents and the bid is made in accordance therewith.
  - 2. They have visited the construction site, attended the pre-bid walk through, and have familiarized themselves with the local conditions under which the Work is to be performed, and have satisfied themselves of the quantities involved in the project for which they are submitting a bid.
  - 3. They have conversed with the Engineer in general and specifically about any problems or concerns they have in the methods or scope of the project, or the quantities involved.
  - 4. Their bid is based upon the materials, systems, and equipment described in the bidding documents; all substitutions being made known to the Engineer and given approval.
  - 5. They are a Qualified Bidder in accordance with the terms of these bidding documents.

## 1.9 Interpretation or Corrections of Bidding Documents

- A. Bidders shall promptly notify the Engineer of any ambiguity, inconsistency or error, which they may discover upon examination of the bidding, documents, the building and site or local conditions.
- B. Bidders requiring clarification or interpretation of the bidding documents shall make such a request to the Engineer prior to the bid opening.
- C. Any interpretation, correction, or change of the bidding documents will be made by addendum. Interpretations, corrections, or changes of the bidding documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections or changes.

## 1.10 Addendum

- A. Addenda will be mailed, delivered, or "Faxed" to all who are known by the Engineer to have received a complete set of bidding documents. Copies of Addenda will be made available for inspection wherever bidding documents are on file for this purpose.
- B. Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

## 1.11 Bid Security

- A. A Bid Security in the amount of 10% of the contract value is required for this project.

## 1.12 Qualification of Contractor

- A. Bidders to whom award of a contract is under consideration shall submit to the Owner or Engineer, if requested, a properly executed Contractor's Qualification Statement containing the following information, as a minimum.
  - 1. Reliability in performance of general contracting activities relating to asbestos removal through the submission of a name and location of at least two asbestos abatement projects, similar in scope and magnitude to this project, involving significant risks of fiber release with the name and telephone number of purchaser of abatement services.
  - 2. Ability and proof of the contractor and his employees to perform asbestos abatement activities by submitting evidence of the successful completion of training courses covering asbestos removal as set forth by the appropriate Federal and State Codes and Regulations pertinent to asbestos abatement, and the accreditation required by AHERA in 40 CFR, Part 763, Subpart E. Proof that workers and supervisors are certified to work in the State of Montana as required by the Administrative Rules of Montana.

3. Proof that the contractor and the contractor's employees have had instruction on the hazards of asbestos exposure, respirator use, decontamination and relevant OSHA regulations.

#### 1.13 Existing Conditions

- A. The Bidder shall verify all existing conditions, dimensions, and quantities of materials that relate to his portion of the Work.
- B. The Bidder shall contact the Engineer and discuss any projected problems and/or difficulties with the existing conditions, Drawings and Specification, and/or the connections between existing conditions and the Work to be performed.

#### 1.14 Specifications

- A. Grouping of data in the Specifications portion of the Project Manual is for the convenience of the Bidder and conforms roughly to customary trade practice.
- B. Asbestos Abatement Drawings are included as an attachment to the Project Manual for the convenience of the Bidder. In the event of a discrepancy or inconsistency between the Drawings and the Specifications, the written Specifications shall govern.
- C. Manufactured articles, materials, and equipment shall be installed, applied, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless herein specified to the contrary.

#### **PART 2 PRODUCTS (Not Applicable)**

#### **PART 3 EXECUTION (Not Applicable)**

**End of Section 00100 - Instruction to Bidders**

**SECTION 00300 - FORM OF PROPOSAL**

Madison County  
111 Wallace Street  
Virginia City, MT 59755  
Attention: Mr. Bill Todd

The undersigned, having familiarized myself with the conditions of the Work, having examined the Contract Documents titled:

**ASBESTOS ABATEMENT  
Madison County Courthouse  
100 Wallace Street  
Virginia City, Montana 59755**

as well as the site of the proposed work, and being familiar with all of the conditions affecting the proposed project, hereby proposes to provide all labor, supervision, materials, tools, equipment, apparatus and appliances required to conduct asbestos abatement and perform all work associated with the abatement as required by, and in strict accordance with, the Contract Documents and all applicable regulatory requirements, at the prices stated below.

**1.01 ASBESTOS ABATEMENT**

Base Bid:

The undersigned agrees to perform the Work described in the Specification for the sum of

\$ \_\_\_\_\_ Dollars

\_\_\_\_\_ Dollars

(Total in words)

which sum is hereby designated the Bid. (Amount must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**1.02 CONTRACT**

If the undersigned is notified of the acceptance of this proposal within thirty (30) days of the time set for the opening of bids, the undersigned agrees to execute a contract for the above work, for a compensation computed from the above sums, in the attached Contract Documents as modified by Owner.

**1.03 TIME OF COMPLETION**

The undersigned agrees to apply for a State of Montana Asbestos Permit as soon as Notice to Proceed is provided and that all work shall be done in accordance with said Contract Documents. All work, including final clearance visual and air testing, is to be completed by **MONTH, DATE, 2026.**

**1.04 LIQUIDATED DAMAGES**

The undersigned agrees to pay as fixed, agreed liquidated damages, the sum stipulated in the

above referenced Contract as Modified (\$250), for each consecutive calendar day after the date established for Substantial Completion the Work remains uncompleted.

**1.05 ADDENDA**

The undersigned acknowledges the receipt of the following addenda:

\_\_\_\_\_

**1.06 CERTIFICATION**

The undersigned certifies that he is a duly and regularly licensed Contractor holding Montana Public Contractors

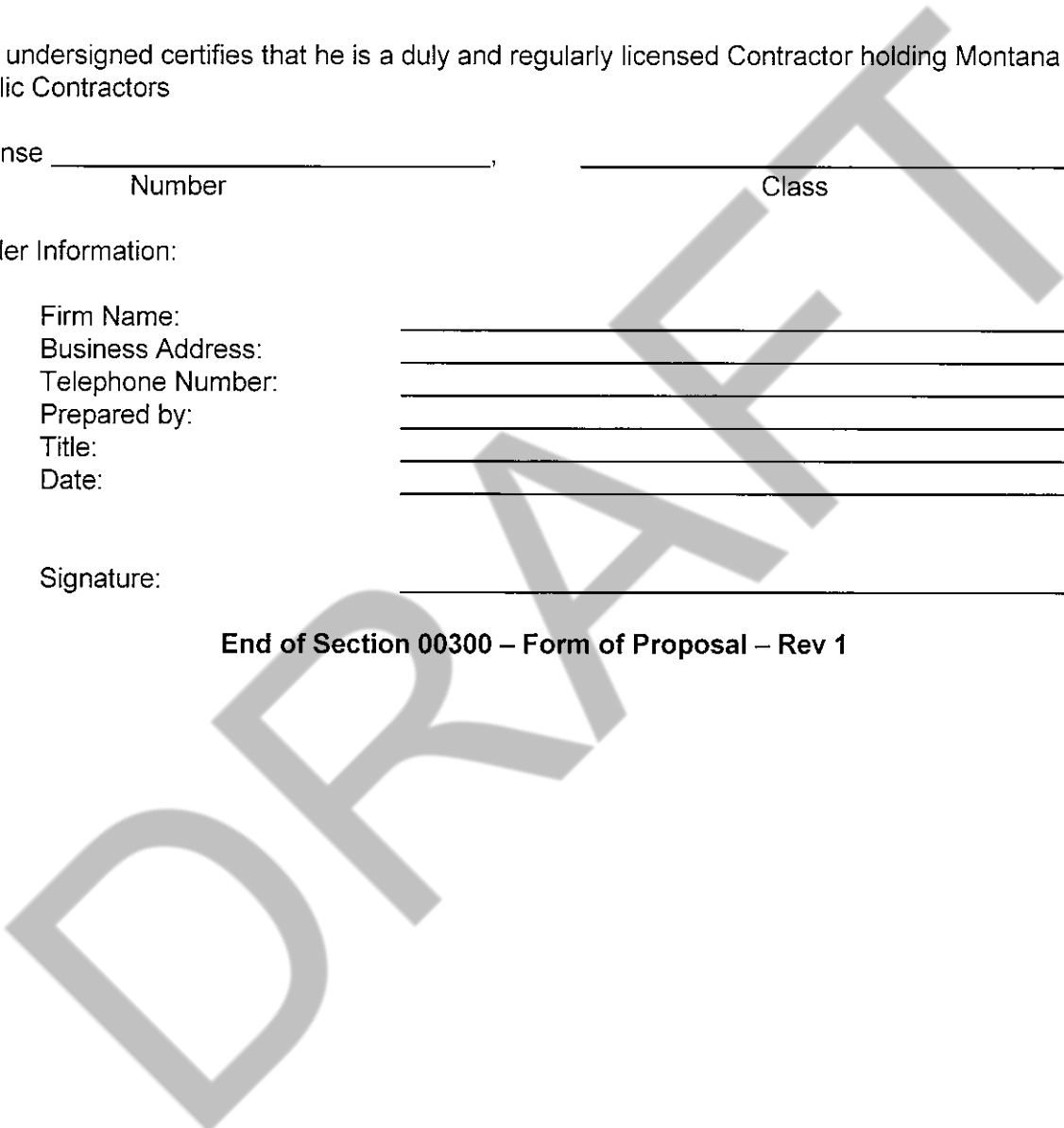
License \_\_\_\_\_, \_\_\_\_\_  
Number Class

Bidder Information:

Firm Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Prepared by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**End of Section 00300 – Form of Proposal – Rev 1**



## SECTION 00500 - CONTRACT

### Part 1 - General

#### DESCRIPTION

The Owner intends to execute an agreement with the Contractor for this construction project of limited scope where the Basis of Payment is a stipulated sum.

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2026 by and between Madison County Commission, Virginia City, Montana, (hereinafter called OWNER) and \_\_\_\_\_ hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Asbestos Abatement – Madison County Courthouse, Virginia City, Montana and involves the removal and disposal of hazardous materials as follows:

##### ***Asbestos Abatement***

Base Bid: The work will include, but is not limited to, the removal and proper disposal of the following asbestos-containing materials: gypsum wallboard system, wall mastic/adhesive and contaminated drywall, sink undercoating, floor leveler/mastic, exterior window frame caulk, exterior sealant, transite siding, sealant on CMU block. Madison County Courthouse, located at 100 Wallace Street, Virginia City, Montana is a two-story structure constructed in 1876, with a floor plan area of approximately 17,800 square feet. The asbestos abatement time frame, including final air clearance monitoring and removal of containment barriers, is: from **MONTH, DATE, 2026 to MONTH, DATE, 2026.**

#### ARTICLE 2. ENGINEER

The Project has been designed by: Northern Industrial Hygiene, Inc., 201 South 30<sup>th</sup> Street, Billings, MT 59101, who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

#### ARTICLE 3. CONTRACT TIME

After the Owner provides the Notice to Proceed the Abatement Contractor shall apply for the required State of Montana Asbestos Abatement Permit. Work on this project is scheduled to begin **MONTH, DATE, 2026**. All work, including final clearance visual and air testing for the asbestos abatement portion, is to be completed by **MONTH, DATE, 2026**.

The Contractor undersigned agrees to pay as fixed agreed liquidated damages; the sum of two-hundred fifty dollars (\$250) for each consecutive calendar day after the date established for Substantial Completion the Work remains uncompleted.

## **ARTICLE 4. CONTRACT PRICE**

### Asbestos Abatement

OWNER shall pay CONTRACTOR for completion of the asbestos abatement work in accordance with the Contract Documents in current funds as follows:

LUMP SUM AMOUNT OF \_\_\_\_\_ (or as modified by written change order) upon completion and acceptance of the Work.

## **ARTICLE 5. PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment directly to the Owner

Final Payment. Upon final completion and acceptance of the Work OWNER shall pay the full Lump Sum Contract Price as recommended by ENGINEER.

## **ARTICLE 6. INTEREST**

All moneys not paid when due shall bear interest at the maximum rate allowed by law at the place of the Project.

## **ARTICLE 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, quantities, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

CONTRACTOR has studied carefully the inspection report, and accepts the technical data contained in said report and drawings upon which CONTRACTOR is entitled to rely.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all abatement documents (in addition to or supplement to the inspection report referred to in the paragraph above) which pertain to the site conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time.

CONTRACTOR has correlated the results of all such inspection and abatement reports with the terms and conditions of the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

#### **ARTICLE 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

Instructions to Bidders  
General Conditions of the Contract  
Supplementary Conditions to the Contract  
Technical Specifications  
Figures 1, 2, & 3  
Addenda, and Bid Form

#### **ARTICLE 9. MISCELLANEOUS**

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and in the event of a proposed assignment by the CONTRACTOR, prior written consent to such must also be given to it's Surety; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

#### **ARTICLE 10. OTHER PROVISIONS**

See General Conditions of the Contract and Supplementary Conditions to the Contract

**SIGNATURE PAGE**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This agreement will be effective on \_\_\_\_\_, \_\_\_\_\_.

OWNER

CONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_  
[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_

If CONTRACTOR is a corporation, attach evidence of authority to sign.

**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION (Not Applicable)**

**End of Section 0500 - Contract**

**AMENDMENT A**  
**MONTANA PREVAILING WAGE RATES FOR BUILDING  
CONSTRUCTION SERVICES 2026**  
**EFFECTIVE: FEBRUARY 24, 2026**

DRAFT

**CONSTRUCTION LABORERS GROUP 2**

	<b>Wage</b>	<b>Benefit</b>	<b>Zone Pay:</b>
District 1	\$28.42	\$10.34	<b>All Districts</b>
District 2	\$24.42	\$15.02	0-15 mi. free zone
District 3	\$27.90	\$9.55	>15-30mi. +\$0.65/hr
District 4	\$26.80	\$9.85	>30-50 mi. +\$0.85/hr >50 mi. +\$1.25/hr

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

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

DRAFT

**NOTICE OF AWARD**

To:

PROJECT DESCRIPTION: Asbestos Abatement  
Madison County Courthouse  
Virginia City, Montana

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids, and Information for Bidders.

You are hereby notified that your BIDS have been accepted for the following items in the amount shown:

Asbestos Abatement Base Bid: \$ \_\_\_\_\_

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Owner/Owners Representative:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of Notice of Award is hereby acknowledged by: \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOTICE TO PROCEED

To:

Date:

Project: Asbestos Abatement  
Madison County Courthouse  
100 Wallace Street  
Virginia City, Montana

You are hereby notified to commence WORK in accordance with the Agreement dated

\_\_\_\_\_ 2026. WORK shall commence **MONTH,DATE, 2026.**

Madison County Commission  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

DRAFT

## SECTION 00520 – WAGE RATES

### PART 1 GENERAL

#### 1.1 Description

- A. The CONTRACTOR agrees to comply with Montana Code Annotated, Title 18, Chapter 2, Par4. Special Conditions – Standard Prevailing Rate of Wages for all asbestos abatement and demolition work he/she does on this project. The State of Montana Prevailing Wage Rates is available from:

Office of Research and Analysis  
Job Service Division  
Montana Department of Labor and Industry  
P.O. Box 1728  
Helena, Montana 59624-1728  
Phone: 406-444-2430

- B. A copy of the applicable portions of the wage rates is included as Amendment A to Section 00500

### PART 2 PRODUCTS (Not Applicable)

### PART 3 EXECUTION (Not Applicable)

END OF SECTION 00520

## SECTION 00600 - GENERAL CONDITIONS OF THE CONTRACT

### Article I - Contract Documents

#### A. Contract Documents

The Contract Documents consist of the Invitation For Bids, Instruction to Bidders, Contract General Conditions, Supplementary General Conditions, Specifications for Work, Drawings, Proposal/Bid, all Addenda issued prior to bidding, and any Change Orders.

Should conflicts arise between or among the various sections of the Contract Documents including the interpretation of such, the following order of governing is established:

1. Agreement Between Contractor and Owner
2. Addendum
3. Proposal
4. Supplementary General Conditions
5. General Conditions
6. Specifications For Work
7. Drawings
8. Instructions To Bidders
9. Invitation To Bid

#### B. The Work

The Work comprises the completed construction required by the Contract Documents and includes all labor, material, equipment, and services necessary to complete the construction.

#### C. Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all.

### Article II - Owner

#### A. Definition

The Owner is: **Madison County**  
**111 Wallace Street**  
**Virginia City, Montana 59755**

#### B. Owners Right to Award Separate Contracts

The Owner reserves the right to award separate contracts in connection with other portions of the project or other work on the site under these or similar conditions of the contract.

#### C. Owner's Right to Stop Work

If the Contractor fails to carry out the work in accordance with the Contract Documents or fails to correct defective work, the Owner may, seven (7) days after written notice to the Contractor and his surety, order the Contractor to stop the work until such deficiencies are

corrected or may terminate the Contractor's contract and take possession of all materials and equipment and proceed to complete the work. All funds due the Contractor according to the contract shall be used to pay for completing the work. Funds remaining after completion of the work shall be paid to the Contractor. If additional funds are needed to complete the work, the Contractor shall pay the difference.

D. Owner's Right To Personnel

The Owner reserves the right to have the Contractor and/or subcontractors remove person(s) and/or personnel from any and all work on the project with cause but without cost to the Owner. Such requests from the Owner may be made verbally or in writing and may be done directly or indirectly through the Architect/Engineer or on-site representative. Cause may be, but not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruptive to the facility or others, poor management, cause delay or delays, disruptive to the project, will not strictly adhere to facility procedures and project requirements either willfully or unknowingly, insubordination, drug/alcohol use, possession of contraband, belligerent acts or actions, etc. The Contractor shall provide replacement person(s) and/or personnel acceptable to the Owner at no cost to the Owner.

E. Termination of Contract

The Owner, without cause and for its convenience, may terminate all or a portion of the work under this Contract. The Owner shall provide written notice stating to the Contractor the effective time and date of the termination. Upon this notice the Contractor shall cease all work, itemize his expense to date including a reasonable profit on these expenses and submit his statement to the Owner for approval. This payment shall constitute final settlement of the terminated contract or portion of work terminated.

F. Access to Site

The Owner and his authorized representative will have access to the work at all times and the Contractor shall provide facilities for such access.

**Article III - Contractor**

A. Definition

The Contractor is the person, firm or corporation identified in the Contract between Contractor and Owner or his authorized representative.

B. Existing Conditions

By executing the Contract, the Contractor certifies that he has visited the site, familiarized himself with the local conditions under which the work is to be performed and correlated his observations with the requirements of the Contract Documents.

C. Supervision

The Contractor shall supervise and direct the work and shall be responsible for the acts, omissions and discipline of his employees, subcontractors and their employees and other persons performing any of the work under a contract, whether written or verbal, with the Contractor.

D. Taxes, Permits, Fees

The Contractor shall secure and pay for all permits and inspections, give all notices, pay all taxes and fees and comply with all laws, ordinances, rules, regulations and lawful orders bearing on the performance of the work.

E. Limits of the Work

The Contractor shall confine his operations to the immediate vicinity of the work and shall not extend any operations beyond the limits of the work without the Owner's permission. This shall include, but is not limited to, storage of materials, prefabrication of components, offices, employee break areas, loading and unloading areas.

F. Shop Drawings and Approvals

The contractor shall review, approve, and submit to the Architect/Engineer ALL shop drawings, schedules, samples and approvals required by the Contract Documents within *thirty (30) calendar days of being issued the Notice To Proceed* unless extended by the Architect/Engineer. Approval of shop drawings, schedules and samples by the Architect/Engineer shall not relieve the Contractor of the responsibility of the requirements of the Contract Documents unless specifically approved in writing by the Architect/Engineer. No work requiring the submittal of shop drawings, schedules, samples or approvals shall be commenced until such submittals have been approved by the Architect/ Engineer.

G. Substitution of Material

All material and equipment specified by manufacturer's name, brand or number is so identified for the purpose of establishing a standard. Any material or equipment that will perform the duties imposed by the Contract Documents that are of the same quality and standard will be considered. All such substitutions will be submitted to the Architect/Engineer with sufficient data for comparison and no substitutions shall be purchased or installed without written approval from the Architect/Engineer.

H. "Or Equal" Specifications

It shall be the responsibility of the Contractor to provide data or other proof that products substituted under the "or equal" provisions of the product specifications are, in fact, of equal quality, appearance, and function. Material or equipment with a "prior approved equal" status must be approved by the Architect/Engineer prior to the bid opening.

I. Time of Submittal

All substitutions requiring prior approval shall be submitted at least ten (10) days prior to bid opening. All other substitutions shall be submitted not more than ten (10) days after the date of the "Notice to Proceed".

J. Demolition and Debris

The Contractor shall at all times keep the premises free from the accumulation of rubbish and other waste material. Unless otherwise specified, all material and equipment removed

during demolition and not specified to be reused or salvaged by the Owner, shall become property of the Contractor and shall be removed from the premises promptly.

#### **Article IV - Work**

##### **A. Labor and Materials**

Unless otherwise specified, the Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, temporary construction and services for the proper execution and completion of the work.

##### **B. Material and Equipment**

Unless otherwise specified, all material and equipment provided by the Contract Documents shall be new and in good condition. All workmanship shall be of good quality and in keeping with the standard of the respective trades.

##### **C. Protection of Persons and Property**

1. **Safety and Protection:** The Contractor shall take all reasonable precautions to prevent injury or loss to the work, adjacent property, the public and all employees on the work or other persons affected thereby.
2. **Barricades and Signs:** The Contractor shall erect and maintain, warning signs, barricades and other reasonable safeguards for safety and protection as required by law and the conditions and progress of the work.
3. **Emergencies:** In the event of any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent any damage or loss; Any claim by the Contractor for additional compensation or extension of time shall be submitted to the Owner for consideration as provided by Article V.

##### **D. Warranty**

The warranty period shall be defined as commencing with Substantial Completion of the project and continuing for one (1) year after the date of Final Acceptance. If, during the period between Substantial Completion and Final Acceptance or within one (1) year after the date of Final Acceptance, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall, upon receiving written notice from the Architect/Engineer or Owner, correct any work beginning within seven (7) calendar days of said written notice. Should the Contractor fail to respond to the written notice within the designated time, the Owner may correct the work at the expense of the Contractor,

#### **Article V - Changes in Work**

##### **A. Change Order**

The Owner may order changes in the work with the contract sum and/or contract time being adjusted accordingly by a written Change Order. A Change Order will be on a form required and provided by the Owner and will be the only authorized adjustment to the contract sum and contract time allowed after the execution of the Owner-Contractor Agreement.

1. No changes to the work by the Contractor will be authorized until written approval of the Change Order has been received from the Owner.
2. Contractor shall provide a complete breakdown of all costs relating to each Change Order. The breakdown shall include hourly rates and unit costs as well as a complete description of all work involved.
3. The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:

By actual cost as shown by the contractor's invoices, plus 5% allowance for overhead, plus 10% allowance for profit.

Cost shall be limited to the following: Cost of materials, including cost of delivery; Cost of labor, including social security, old age and unemployment insurance and fringe benefits under collective bargaining agreements; Workers' Compensation insurance; bond premiums; rental value of power tools and equipment. Equipment and tool costs shall be based upon actual invoices for rented equipment and actual historical cost for Contractor-owned equipment.

4. All Change Orders shall be signed by the Contractor before submittal to the Architect/Engineer. Approval by the Contractor's Surety and Surety's Licensed Agent is also required if the cumulative Change Orders exceed ten percent (10%) of the original contract sum.

**B. Change Directive**

A Change Directive is a written order prepared by the Architect/Engineer and signed by the Owner and Architect/Engineer, directing a change in the Work. The Owner may, by Change Directive and 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/or Contract Time may be adjusted. If the Contractor believes that the change affects the Contract Sum or Time, he shall notify the Architect/Engineer within three (3) working days and shall separately record all labor, equipment and material costs in a separate account and shall submit daily records of the same as they are incorporated into the work deemed to be a change directive.

**Article VI - Payments and Completion**

**A. Contract Sum**

The Owner shall pay the Contractor the amount stated in the Agreement and the amount of all authorized and approved Change Orders for the performance of the work under the Contract Documents.

**B. Initial Submittal**

Prior to the first application for payment, the Contractor shall submit the following information on the appropriate forms:

1. Project/Progress Schedule: The Contractor shall prepare a progress schedule in a form that is acceptable to both the Architect/Engineer and the Owner. The Schedule shall

show the estimated progress of the entire project through the individual time periods allowed for completion of each discipline/phase including, but not limited to, time for submittals, earthwork, foundations, structural, mechanical, electrical, insulation, interior finishes, etc. For Projects with construction costs at \$250,000 and greater, the Project Schedule shall be in the Critical Path Method (CPM).

C. Progress Payments

1. Periodic Estimates for Partial Payments shall be on a form provided by the Owner and submitted to the Architect/Engineer for payment by the Owner. Payment shall be requested for the labor and material incorporated in the work to date and for materials suitably stored, less the aggregate of previous payments. The Owner will pay 90% of the amount due the Contractor on account of progress payments.
2. Each and every Periodic Estimate for Partial Payment shall be accompanied by a current Project Schedule showing the percent complete progress to date, project work and projected time to complete the work of all activities. The percent complete and minor schedule changes, including additions of activities, changes to sequences of activities and significant changes in activity demands must be shown by a revised Schedule. A written report shall provide details about the changes and what actions are anticipated to get the work completed in the contractual time period. *If no Schedule (or revised Schedule) is provided, the Architect/Engineer and/or Owner may return the pay request, or hold it, and will not pay for any portion of the Work until the appropriate Schedule, indicating all changes, revisions and updates, is provided.*
3. The Contractor, by submission of any partial pay request, certifies that every Claim for partial payment is correct, true and just in all respects, and that payment or credit had not previously been received. The contractor further warrants and certifies, by submission of any partial pay request, that all previous work for which payment has been received is free and clear of all liens, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers or other persons or entities and does not release the Owner from such.
4. Progress payments do not constitute official acceptance of any portion of the work.

D. Substantial Completion

1. When the Contractor considers the work complete, he shall notify the Architect/Engineer and request a substantial completion inspection.
2. Prior to the inspection the Contractor shall complete the final clean-up of the project site which, unless otherwise stated in the Contract Documents, shall consist of:
  - a. Removal of all debris and waste.
  - b. Removal of all stains, smears, marks of any kind from all surfaces including existing surfaces if said damage is the result of the work.
  - c. Removal of all temporary structure and barricades.
3. If, during the inspection by the Architect/Engineer, any items are found to be incomplete, incorrect or in other ways not in compliance with the contract documents, the Contractor shall correct all such deficiencies within 30 days of the inspection date.

E. Final Completion and Payment

1. When the work is fully completed in accordance with the Contract Documents, the Contractor shall submit a final payment request, for 100% of the contract amount, including all approved contract Change Orders, on the appropriate form.
2. The making of final payment will not relieve the Contractor from claims arising from the failure of the work to comply with the requirements of the Contract Documents. The warranty period shall commence with Substantial Completion and shall extend one (1) year from the date of Final Completion.

F. Liquidated Damages

The Contractor undersigned agrees to pay as fixed, agreed liquidated damages, the sum of two-hundred fifty dollars (\$250) for each consecutive calendar day after the date established for Substantial Completion the Work remains uncompleted.

**Article VII - Bonds and Insurance**

*Performance, Payment and Other Bonds*

- A. Contractor shall furnish Performance and Payment Bonds, each in the amount of at least equal to the contract Price as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents. These Bonds shall remain in effect at least one year after the date when final payment becomes due, except as provided otherwise by Laws of Regulations of by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Contract Documents.
- B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by laws of Regulations, and shall be executed by such sureties as are named in the current list of "companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonded and as Acceptable Reinsuring companies" as published in Circular 570 (amended) buy the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- C. If the surety on any Bond furnished by Contractor is declared bankrupt of becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Contractor shall within twenty (20) days thereafter substitute another bond and surety, both of which shall comply with paragraphs VII.A and VII.B.

*Certificates of Insurance*

- D. Contractor shall deliver to Owner, with copies to each additional insured identified, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain. Owner shall deliver to contractor, with copies to each additional insured identified, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- E. Insurance, General: the Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of

the work by the Contractor, its agents, employees, representatives, assigns, or subcontractors.

- F. Hold Harmless and Indemnification: the Contractor agrees to protect, defend, and save the Owner, its elected and appointed officials, agents, and employees harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor, its agents, employees or any third parties on account of bodily or personal injuries, death, or damage to property arising out of services or work performed or omissions or work or in any way resulting from the acts, negligent or otherwise, or omissions of the contractor, its agents, employees, assigns, and/or subcontractors under this contract.
- G. Contractor's Insurance: **insurance required under all sections herein shall be in affect for the duration of the contract that extends through the warranty period.** Insurance required herein shall be provided by insurance policies issued only by insurance companies currently authorized to do business in the state of Montana. No Contractor or Subcontractor shall commence work under this contract until all required insurance has been obtained. During the term of this contract, the Contractor shall, not less than thirty days prior to the expiration date of any policy for which a certificate of insurance is required, deliver to the Owner a certificate of insurance with respect to the renewal insurance policy. The Contractor shall furnish one copy of insurance certificates of insurance herein required, which shall specifically set forth evidence of all coverage required by these contract documents and which shall be signed by authorized representatives of the insurance company or companies evidencing that insurance as required herein is in force and will not be canceled, limited or restricted without thirty days' written notice by certified mail to the contractor and the Owner. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.
- H. The Contractor shall carry **Workers' Compensation Insurance.** Such Workers' Compensation Insurance shall protect the Contractor from claims made by his own employees, the employees of any Subcontractor, and also claims made by anyone directly or indirectly employed by the Contractor or Subcontractor. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance.
- I. Each Contractor shall carry occupancy coverage **Commercial General Liability Insurance** including coverage for premises; operations; independent contractor's protective; products and completed operations; broad form property damage and comprehensive automobile liability insurance.

The **Commercial General and Automobile Liability Insurance** shall provide coverage for both bodily injury, including accidental death and property damage which may arise out of the work under this contract, or operations incidental thereto, whether such work and operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by the Contractor or by Subcontractor, or by anyone for whose acts any of them may be liable. The Contractor shall maintain completed operations liability insurance required herein for a period of not less than one year after final payment or anytime the Contractor goes on to the location of the project.

1. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile driving, excavation, filling, grading or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.

2. The Contractor's insurance coverage shall be PRIMARY insurance as respects the Owner, its officers, elected and appointed officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, elected and appointed officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

### **Article VIII- Miscellaneous Provisions**

#### **A. Construction Contractor Registration**

The Contractor is required to be registered with the Department of Labor & Industry under 39-9-201 and 39-9-204 MCA PRIOR to the Contract being executed. A bidder must demonstrate that it has registered or promises that it will register immediately upon notice of award. If the prevailing bidder cannot or does not register in time for the Owner to execute the Contract within the fifteen (15) day time period of the notice of award the State may award to next lowest responsible bidder who meets this requirement. The Owner cannot execute a contract for construction nor issue a Notice to Proceed to a Contractor who is not registered (3 9-9-401 (a) MCA).

#### **B. Equal Employment Opportunity**

All hiring and other employment practices shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

#### **C. Assignment**

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due, hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

The Contractor and all subcontractors hereby assign to the Owner any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement, and any change order that may result from this agreement. This assignment is made on behalf of the Contractor and all subcontractors that may be hired or contracted with by the Contractor to furnish goods, materials or services required under the terms of this agreement.

#### **D. Schedule of Work**

The Contractor shall coordinate his operation in order that the Owner will have use of the existing facilities at all times during the normal working hours and interfere minimally with the Owner's operation.

### **Article IX - Arbitration**

All disputes between the parties to this agreement arising out of or in connection with the contract documents shall be submitted for arbitration. If arbitration is selected by the

Owner, the Owner shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association then in use within the construction industry; or (2) referral to one or more arbitrators mutually agreed upon by the parties.

When a written decision of the Architect/Engineer states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's/Engineer's decision becoming final and binding upon the Owner and Contractor.

The arbitration proceeding shall be conducted in accordance with Title 27, Chapter 5, MCA. Prior to the arbitration hearing, each party to the controversy shall be subject to the discovery provisions of the Montana Rules of Civil Procedure, Rules 26-37, inclusive. Any dispute regarding discovery may be submitted to the district court in the county in which the construction was performed.

In responding to a claim brought by a Contractor, the Owner shall have a minimum of 45 days in which to respond to a revised claim prior to the arbitration hearing.

#### **Article X - Architect/Engineer**

##### A. Definition

The Architect/Engineer is: **Northern Industrial Hygiene, Inc.  
201 South 30<sup>th</sup> Street  
Billings, Montana 59101  
Phone: 406/245-7766**

##### B. Responsibilities

The Architect/Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. All interpretations and judgment will be consistent with the intent of the Contract Documents and will not show partiality to either the Owner or the Contractor.

##### C. Access to Site

The Architect/Engineer is the authorized representative of the Owner and will have access to the Work at all times.

#### **Article XI - Record Keeping**

Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times. Accounting records shall be kept by the contractor for a period of three years after completion and acceptance of the project by the Owner.

#### **End of Section 00600 - General Conditions of the Contract**

SECTION 00700 - SUPPLEMENTARY CONDITIONS TO THE CONTRACT

Contractor's Liability Insurance

Add the following new paragraphs under Article VII of the General Conditions of the Contract.

Add a new paragraph under Article VII.G of the General Conditions of the Contract as follows:

The Contractor's insurance coverage shall name the Owner as an additional insured under Commercial General Liability, Automobile Liability, Excess or Umbrella policies.

Add the following new paragraphs under Article VII of the General Conditions of the Contract:

- J. The limits of liability for the insurance required by Article VII, Paragraphs H through J of the General Conditions shall provide coverage not less than the following amounts or greater where required by Law of Regulations:
1. Worker's Compensation, etc. under Article VII.D of the General Conditions.
    - a. State Statutory
    - b. Applicable Federal (e.g. longshoreman's) Statutory
    - c. Employer's Liability \$500,000
  
  2. Contractor's Liability Insurance under Article VII.I through VII.J of the General Conditions which shall also include completed operations and product operations and product liability coverage.
    - a. General Aggregate \$2,000,000
    - b. Products-Completed Operations Aggregate \$2,000,000
    - c. Personal and Advertising Injury \$1,000,000
    - d. Each occurrence (Bodily Injury and Property Damage) \$1,000,000
    - e. Coverage will include:
      1. Premises – Operations (including X-C/U)
      2. Operations of Independent Contractor
      3. Contractual Liability
      4. Personal Injury, with \$1,000,000  
Employment Exclusion Deleted Aggregate

- |  |   |
|--|---|
| 5. Products and completed Operations<br>(to be maintained for one year<br>after final payment)               | \$2,000,000<br>Products & Completed<br>Operations Aggregate |
| 6. Broad form Property Damage will include explosion, collapse, blasting<br>and underground where applicable |   |
| 7. Per Project Aggregate Endorsement.  |   |

3. Automobile Liability:

- |                          |             |
|--------------------------|-------------|
| a. Bodily Injury         | \$1,000,000 |
| Each Person              | \$1,000,000 |
| Each Accident            | \$1,000,000 |
| Property Damage          |             |
| Each Accident            | \$1,000,000 |
| b. Combined Single Limit | \$1,000,000 |

Coverage to Include

1. All Hired
2. Hired
3. Non-Owned

4. Contractor's Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. Primary occurrence limit cannot be less than \$1,000,000. Deductible not to exceed \$5,000 per occurrence on property damage, and it is the Contractor's responsibility to pay for any and all such deductibles.

The total limits of 1- "Employers Liability"; 2- "General Aggregate"; and 3- Automobile "Each Accident" – shall not be less than \$3,500,000 combined. Proof that the aggregate limit of \$3,500,000 is maintained by the contractor is required and shall be maintained and filed with the OWNER prior to the beginning of the project. Such coverage shall be maintained and proof shall be available to the OWNER throughout the projects duration at the OWNER's request.

K. Asbestos Liability Insurance

Contractor shall carry Asbestos Liability Insurance covering damage by reason of any negligent act, error, or omission committed or alleged to have been committed by the Contractor or anyone for whom the Contractor is legally liable, including coverage for liability assumed by contract. Such insurance shall be true occurrence form and shall clearly state on the certificate that asbestos work is included.

- |                 |             |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
| Aggregate       | \$2,000,000 |

## 1.02 Wage Requirements

The contractor shall comply with all fair labor practices and must meet the Requirements of the State Statutes which require that preference be given to the employment of Montana residents and must pay the prevailing rate of wages for contracts over \$25,000.

The contractor shall furnish the Owner with certified payroll forms completed for every person working on the project within 10 working days of the end of each payroll period.

END OF SUPPLEMENTARY CONDITIONS

DRAFT

# SECTION 01010 - STATEMENT OF WORK

## PART 1 - GENERAL

### 1.1 TITLE OF DRAWINGS AND SPECIFICATIONS

Specifications for Asbestos Abatement  
Madison County Courthouse  
100 Wallace Street  
Virginia City, Montana 59755

### 1.2 OWNER AND CONSULTANT DEFINED

#### A. Owner:

Madison County  
111 Wallace Street  
Virginia City, MT 59755  
Contact: Mr. Bill Todd

#### B. Consultant

Northern Industrial Hygiene, Inc.  
201 South 30<sup>th</sup> Street  
Billings, Montana 59101  
Telephone: 406/245-7766  
Contact: Mr. Robert Brownell

### 1.3 GENERAL DESCRIPTION OF THE PROJECT

- A. Asbestos Removal: The work will include the removal and proper disposal of the following asbestos-containing materials: gypsum wallboard system, wall mastic/adhesive and contaminated drywall, sink undercoating, floor leveler/mastic, exterior window frame caulk, exterior sealant, transite siding, sealant on CMU block. Madison County Courthouse, located at 100 Wallace Street in Virginia City, Montana is a two-story structure constructed in 1876 with additions in 1913 and 1962. The building comprises a floor plan area of approximately 17,800 square feet. The asbestos abatement time frame, including final air clearance monitoring and removal of containment barriers, is: from **MONTH, DATE, 2026 to MONTH, DATE, 2026.**

The specific scope of this abatement project, including estimated quantity of ACM to be removed, is described below. The abatement work will consist of all work indicated in the Statement of Work and all work specified in the specifications. Briefly the work consists of the following:

1. Site Preparation: Includes construction of negative pressure containments, demarcation and isolation of the work areas, demolition as required to access materials to be abated, decontamination facility set-up, and other requirements as described in Section 02080.
2. Air Monitoring: Conduct personnel air monitoring on the Contractor's employees throughout the removal process as outlined under Section 02080.

3. Asbestos Removal and Disposal: Asbestos Abatement of the materials in Table 1 in accordance with the requirements of Section 02080 - Asbestos Abatement.
4. Proper decontamination of all asbestos abatement work areas and application of encapsulant.

Table 1 indicates approximate quantities of asbestos-containing materials to be abated from the interior of the building. The Abatement Contractor is responsible for the removal and storage or disposal as non asbestos waste all carpeting, wood flooring, furniture, fixtures, ceiling panels, debris, etc. that must be removed in order to conduct the abatement work.

The Contractor is informed that the stated bid quantities encountered during the course of the work are assumed plus or minus 10% from actual field conditions. Change orders will not be considered within this stated variance.

#### 1.4 ORDER OF PROCEDURE

- A. The Owner's schedule for the hazardous materials abatement is presented below.

Upon receiving Notice to Proceed, Contractor shall apply for State of Montana Asbestos Abatement Permit. Work on this project is scheduled to begin **MONTH, DATE, 2026**. All work, including final clearance visual and air testing in areas where asbestos abatement work is performed is to be completed by **MONTH, DATE, 2026**.

- B. Scheduling Plan: Submit a detailed sequencing/scheduling plan of the work proposed in complying with this specification. The Owner and/or Owner's Representative must approve the plan prior to commencement of work.
- C. Work Activity Sequence: Proceed with all work according to the sequences established under 02080 - Part 3 - Execution. Asbestos removal and clearance visual and air testing shall be limited to the approved time period and shall be conducted in accordance with the project schedule submitted and approved by the Consultant and the Owner.
- D. Liquidated Damages: Contractor shall pay to the Owner the sum of \$250 per day for each and every calendar day's delay in finishing the asbestos-related work under this contract beyond the stipulated contract time.

## 1.5 SCHEDULE OF DRAWINGS

A. Hazardous Material Abatement drawings indexed below are the drawings referred to in these specifications and the same are hereby made a part of the Contract.

Figure 1 ACM Abatement Location Drawing-Basement  
Figure 2 ACM Abatement Location Drawing-Main Level  
Figure 3 ACM Abatement Location Drawing-Second Floor

## 1.6 TABLES OF QUANTITIES

MATERIAL DESCRIPTION	QUANTITY	UNIT
Gypsum Wallboard System	6,829	SF
ACM Wall Mastic/Adhesive and Contaminated Drywall	4,817	SF
ACM Sink Undercoating	2	EA
ACM Floor Leveler/Mastic	152	SF
ACM Exterior Window Frame Caulk	35	LF
ACM Exterior Sealant	76	SF
ACM Transite Siding	180	SF
ACM Sealant on CMU block	120	SF

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**End of Section 01010 – Statement of Work**

## SECTION 02080 - ASBESTOS ABATEMENT

### 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and Asbestos Abatement Notes apply to this Section.
- B. The project work areas have been inspected by an independent consultant for the presence of asbestos-containing materials (ACM). The survey and test results are available for review.

#### 1.2 DESCRIPTION OF THE WORK

- A. This asbestos abatement project consists of removal of the following asbestos-containing materials: gypsum wallboard system, wall mastic/adhesive and contaminated drywall, sink undercoating, floor leveler/mastic, exterior window frame caulk, exterior sealant, transite siding, sealant on CMU block from the Madison County Courthouse in Virginia City, Montana.

Total estimated quantities of the various materials to be removed are presented in Section 01010. For additional information concerning the locations of the materials to be removed, refer to the drawings.

The abatement of gypsum wallboard systems, wall mastic/adhesive and contaminated drywall, sink undercoating, and floor leveler/mastic is to be performed inside negative pressure containments as indicated on the drawings. Containments must be constructed to meet requirements to perform Class I and Class II abatement work as described in OSHA 29 CFR 1926.1101.

The abatement of exterior window caulk, exterior sealant, transite siding and roofing materials is to be performed inside a regulated area meeting the requirements to conduct Class II abatement work as described in OSHA 29CFR1926.1101.

The work may be conducted in no more than 4 containments.

- B. The abatement work to be performed in this project is described in this specification section and on the drawings.
- C. The work shall be executed as follows:
  - 1. The work included in this project is described in this specification and the accompanying drawing and notes. Contractors must site verify material quantities and site conditions that will affect the bid prices. The Owner is responsible for removing all furniture and equipment necessary to complete the work.
  - 2. OSHA Class I and II asbestos removal of gypsum wallboard systems, wall mastic/adhesive and contaminated drywall, sink undercoating, and floor leveler/mastic must be accomplished using a negative-pressure enclosure as specified herein utilizing standard removal methods. Employ sufficient HEPA filtered local exhaust ventilation machinery to maintain a negative pressure gradient of minimum 0.02 inches' water column vs. the outside of the containment, and effect a minimum of four air exchanges per hour. The enclosed area must have critical barriers and containment liners as necessary, waste-water filtration devices and other temporary installations to comply with regulations for proper asbestos removal. Install make-up air vents with HEPA filters in temporary barrier wall(s) as necessary to ensure adequate air movement.
  - 3. Each Class I work area must be equipped with a minimum three-stage decontamination unit including clean room, shower and equipment room. Shower wash water must be filtered down to 5-micron particle size prior to discharge. Equip points of entry/exit and barriers to occupied spaces with proper warning signs.
  - 4. Each Class II work area utilizing a negative pressure containment must be equipped with a minimum two-stage decontamination unit including a clean room and an equipment room. Equip points of entry/exit and barriers to occupied spaces with proper warning signs.

5. Decontamination units located in exterior or interior locations accessible to the public must be constructed of solid sheeting, lockable doors and materials sufficient to provide off hours site security.
  6. Employ bag-out units where feasible with respect to space, bag-outs must be minimum two stage.
  7. Each Class II work area not utilizing a negative pressure enclosure will be signed and delineated in accordance with 40 CFR 1926.1101 with drop cloths placed beneath work areas.
  8. Remove the asbestos materials in accordance with standard industry methods, wet removal techniques must be used.
  9. Bag or containerize all RACM, Category 1 and Category 2 asbestos waste in approved bags or containers.
  10. Asbestos material must not be allowed to accumulate in the work area, but collected and contained on a continuous basis. Ensure the material is adequately wet at time of containerization.
  11. Glove bag removal, if employed, must be performed from within a negative pressure enclosure following all Class I requirements.
- D. Air Monitoring - General

1. Contractor's Required Air Monitoring

The asbestos-abatement contractor shall perform, throughout abatement work, monitoring of contractor personnel's exposure, review and testing inside the work area in accordance with OSHA requirements and these specifications. The contractor's accredited supervisor ("competent person") shall personally review conditions inside the work area to ensure compliance with these specifications. In addition, the Competent Person shall personally manage air sample collection, analysis and evaluation for personnel samples and work area samples to satisfy OSHA requirements. Additional inspection and testing requirements are specified in other parts of this section.

The Competent Person is responsible for managing all personnel monitoring, inspection and testing required by these specifications, the OSHA regulation 29 CFR 1926.1101, and for continuous monitoring of all sub-systems and procedures affecting the safety of the contractor's employees. Safety of the contractor's employees and providing safe conditions inside the work area for all persons entering is the exclusive responsibility of the contractor. The person performing the personnel and exterior perimeter monitoring of the work area (OSHA "Competent Person") shall be an accredited asbestos contractor/supervisor who shall be trained and shall have field experience in air sampling. Keep a daily log of personnel and area samples taken and analyzed and make such log available to the building owner. The log shall contain information on the persons breathing zone sampled, activities being performed, the date of sample collection, the time of sample start and finish, flow rate, sample volume and fibers/cc. The log shall also contain information on area samples showing location of sample, date sample was taken, activities being performed, start and finish times for sample, flow rate, volume and fibers/cc. Take and analyze personnel samples for at least one of the workers in each shift. In addition to the continuous monitoring required, the contractor's Competent Person will perform review and testing at the final stages of abatement for each work area or building as specified elsewhere in this section.

E. Air Monitoring - Clearance

1. Final clearance visual inspections and air testing will be conducted in all interior areas where asbestos is removed. Clearance air samples will be analyzed using PCM methods in accordance with current Montana Department of Environmental Quality (MDEQ) requirements.
2. Exterior abatement areas will be cleared by visual inspection only.
3. The abatement will be determined to be complete, and the area cleared, when the abatement area has been cleaned, a visual inspection has been performed and passed, and the results of the results of the PCM clearance air samples is 0.01 fibers per cubic

centimeter for each of the 5 clearance air samples.

4. The Owner will pay for the first clearance inspection and set of air sample analyses. If release criteria are not met, the contractor shall repeat final cleaning and continue the decontamination procedure from that point. Additional costs associated with inspection and testing, including analytical and shipping costs, will be at the expense of the Abatement Contractor until release criteria are met. The additional costs associated with failing clearance inspections and/or clearance air sampling will be withheld from the contractor's final payment.

F. Sequencing/Scheduling

1. Work is scheduled to start on or after **MONTH, DATE, 2026** and be completed by **MONTH, DATE, 2026** including final clearance testing and containment tear-down.

1.3 CONTRACTOR USE OF PREMISES

- A. Abatement contractor shall have full use of the premises to conduct the work indicated on the drawings.
- B. Maintain building in a safe condition throughout the abatement period.
- C. Keep common areas that are not inside a negative pressure containment such as hallways and stairs, free from accumulation of waste, rubbish, or construction debris.
- D. Smoking or open fires will not be permitted within the building enclosure or on the premises.
- E. Except for toilet facilities designated by the Owner for use by the Contractor's personnel, use of existing toilets within the building, by the Contractor and his personnel, will not be permitted during this project.
- F. Keep emergency access and egress routes open at all times during work. Containments are to be constructed so as to avoid blocking aisles, stairs, corridors, doors, etc.

1.4 WORKING HOURS

- A. Submit work schedule to Owner. Work schedule shall be based on the Owner's requirements and shall be coordinated with the General Contractor.

1.5 APPLICABLE PUBLICATIONS

This section sets forth governmental regulations and industry standards that are included and incorporated herein by reference and made a part of the specifications. This section also sets forth those notices and permits that are known to the Owner and that either must be applied for and received, or which must be given to governmental agencies before start of work.

General Applicability of Codes, Regulations, and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith. Publications shall be the current edition in effect.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Owner and Owner's representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employee, or his subcontractors.

Codes, Standards and Regulations: which govern asbestos abatement work or hauling and disposal

of asbestos waste materials include but are not limited to the following:

A. Code of Federal Regulations (CFR) Publications:

OSHA

29 CFR 1926.1101	Construction Industry Standard (1994)
29 CFR 1926.500	Guardrails, Handrails, and Covers
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.145	Specifications for Accident Prevention Signs and Tags

EPA

40 CFR 61 Subpart A	General Provisions
40 CFR 61 Subpart M	National Emission Standard for Hazardous Air Pollutants
40 CFR 763.120, 121	Asbestos Abatement Projects
40 CFR 763 Subpart E	AHERA, Asbestos-containing Materials in Schools

B. American National Standard Institute (ANSI) Publications:

Z9.2-1979	Fundamentals Governing the Design and Operations of Local Exhaust Systems
Z88.2-1980	Practices for Respiratory Protection National Institute for Occupational Safety and Health (NIOSH) Revised Recommended Asbestos Standard

C. Environmental Protection Agency (EPA):

560/5-85-024	Guidance for Controlling Friable Asbestos-Containing Materials in Buildings
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D. State Requirements:

Chapter 74	Administrative Rules of Montana
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1.6 AUTHORITIES OF THE INDUSTRIAL HYGIENE CONSULTANT

A. The purpose of the work of the IHC is to: observe the contractor's work and performance of final review and testing to determine whether a space, containment, or a building has been adequately decontaminated.

1. Task 1: Provide support to the Owner such as evaluation of submittals from the Abatement Contractor, resolution of unforeseen developments in abatement work, etc.
2. Task 2: Perform final review of a decontaminated area at the conclusion of the abatement and clean-up work.
3. Task 3: Collect PCM clearance air samples in areas that will be re-occupied following the asbestos abatement.

B. Make available all data, review results and testing results generated by the IHC to the contractor for information and consideration. Contractor shall provide cooperation and support to the IHC for efficient and smooth performance of their work.

C. Monitoring and review results of the IHC will be used by the owner to issue any stop removal orders to the contractor during abatement work and to accept or reject areas as decontaminated. The IHC will, upon request, make available to the contractor the plan for sample collection and analysis for monitoring outside the work areas and the plan of final review for each space prior to executing each plan. Plan will include location of samples, name and qualification of person taking samples, whether on site analysis and/or lab analysis will be utilized, methodology of analysis, lab information and qualifications of on-site analyst.

D. Stop the abatement work at any time the it is determined that conditions are not within the

specifications and applicable regulations. The stoppage of work shall continue until conditions have been corrected and corrective steps have been taken to the satisfaction of the IHC. Standby time required to resolve violations shall be at the Contractor's expense.

## 1.7 CONTRACTOR ACCREDITATION AND EXPERIENCE

Proof of experience of the proposed Asbestos Abatement Contractor is required and will be based upon submission by Contractor of the following:

### A. Experience:

Ability and proof of the contractor and his employees to perform asbestos abatement activities by submitting evidence of the successful completion of training courses covering asbestos removal as set forth by the appropriate Federal and State Codes and Regulations pertinent to asbestos abatement. Name and location of at least two asbestos abatement projects involving significant risks of fiber release with the name and telephone number of purchaser of abatement services.

### B. Personnel:

#### 1. General Superintendent

General Superintendent: Provide a full-time General Superintendent who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Contractor's Representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos-containing materials.

Experience and Training: The General Superintendent must have completed a course at an EPA-Approved Training Center or equivalent certificate course in asbestos abatement procedures, and have had a minimum of two (2) years on-the-job training in asbestos abatement procedures and hold a State of Montana card in the proper discipline.

Accreditation: The General Superintendent is to be accredited as a competent person as required by OSHA, NESHAP and State of Montana regulations.

#### 2. Workers

Accreditation: Submit copies of certificates of accreditation as required by OSHA, EPA AHERA and the State of Montana.

## 1.8 REMOVAL AND DISPOSAL GENERAL REQUIREMENTS

### A. Description of Work:

The work covered by this section includes the removal and handling of all friable and all non-friable materials which may become friable by the actions of the removal work, and the incidental procedures and equipment required to protect workers and occupants of the area, or both, from contact with airborne asbestos fibers. The work also includes the disposal of the removed asbestos-containing materials. The material removal procedures and work locations are explained in this project manual.

### B. Definitions Relative to Asbestos Abatement

1. Aerosol: A system consisting of particles, solid or liquid, suspended in air.
2. ACGIH: American conference of Governmental Industrial Hygienists
3. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
4. Airlock: A system for permitting ingress or egress without permitting air movement between a contaminated area and a non-contaminated area, typically consisting of two curtained

- doorways at least 6 feet (2 meters) apart.
5. Air Monitoring: The process of measuring the fiber content of a specific volume of air.
  6. Amended Water: Water to which a wetting agent or surfactant has been added.
  7. Area Monitoring: Sampling of fiber concentrations within the asbestos removal area which is representative of the airborne concentrations of asbestos fibers which may reach the breathing zone.
  8. Asbestos: The asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite grunerite, anthophyllite, amosite and actinolite-tremolite. For purposes of determining respiratory and worker protection, both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
  9. Asbestos Fibers: This expression refers to all fibers having an aspect ratio of 3:1 and longer than 5 micrometers.
  10. Asbestos-Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
  11. Authorized Visitor: The Owner, the Owner's Representative, testing lab personnel, the Engineer, Industrial Hygiene Consultant, or representative of any Federal, State, and local regulatory or other agency having authority over the project.
  12. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.
  13. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
  14. Bridging Encapsulant: A liquid material which can be applied to asbestos-containing materials which controls the possible release of asbestos fibers by creating a membrane over the surface.
  15. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded at any time during an 8-hour shift.
  16. Certified Industrial Hygienist (CIH): An industrial hygienist certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene.
  17. Class I Removal: Class I asbestos work means activities involving the removal of TSI and surfacing ACM and PACM.
  18. Class II Removal: Class II asbestos work means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.
  19. Class III Removal: Class III asbestos work means repair and maintenance operations, where ACM including thermal system insulation and surfacing material is likely to be disturbed.
  20. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of workers' street clothes and PPE.
  21. Curtained Doorway: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic sheet over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway. Two curtained doorways spaced a minimum of 6 feet (2 meters) apart form an airlock.
  22. Decontamination Enclosure System: A series of connected rooms with curtained doorways between any two adjacent rooms for the decontamination of workers or of materials and equipment. A decontamination enclosure system always contains at least one airlock.
  23. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
  24. Disposal Bag: 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site. Each is labeled as follows:

DANGER  
CONTAINS ASBESTOS FIBERS  
MAY CAUSE CANCER  
CAUSES DAMAGE TO LUNGS  
DO NOT BREATHE DUST  
AVOID CREATING DUST

- and shall also be labeled per NESHAP and DOT regulations.
25. Encapsulation: Treatment of asbestos-containing materials, with an encapsulant.
  26. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
  27. Equipment Decontamination Enclosure System: A decontamination enclosure system for materials and equipment, typically consisting of a designated area of the work area, a washroom, a holding area and an uncontaminated area.
  28. Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.
  29. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
  30. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
  31. Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with two inward projecting long sleeve gloves, which is designed to enclose an object from which an asbestos-containing material is to be removed.
  32. HEPA filter: A High Efficiency Particulate Absolute (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.
  33. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air (absolute) filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
  34. High-Efficiency Filter: A filter which removes from air 99.97% or more of monodisperse dioctyl phthalate (DOP) particles having a mean particle diameter of 0.3 micrometer.
  35. Holding Area: A chamber between the washroom and an uncontaminated area in the equipment decontamination enclosure system. The holding area comprises an airlock.
  36. Negative Pressure: Air pressure lower than surrounding areas, generally caused by exhausting air from a sealed space (work area).
  37. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
  38. Negative Pressure Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a negative pressure inside the work area and a constant air flow from adjacent areas into the work area and exhausting that air outside the work area.
  39. NIOSH: National Institute for Occupational Safety and Health
  40. Non-Friable Asbestos Materials: Material that contains asbestos in which the fibers have been locked in by a bonding agent, coating, binder, or other material so that the asbestos is well bound and will not release fibers in excess of the asbestos control limit during any appropriate use, handling, demolition, storage, transportation, processing, or disposal.
  41. Personal Monitoring: Sampling of air in the breathing zone of individual workers to determine the concentration of fibers, longer than 5 micrometers, per cubic centimeter of air.
  42. PACM: Presumed asbestos-containing material. Any surfacing or thermal system insulation that was installed in a building no later than 1980 and that has not been tested for asbestos, must be presumed to contain asbestos until tested.
  43. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
  44. RACM: Regulated asbestos-containing material as defined by NESHAP. Any material that is friable or has become friable.
  45. Regulated Area: Means an area established by the employer to demarcate areas where Class I, II and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos, exceed or there is a reasonable possibility they may exceed the permissible exposure limit.
  46. Removal: All herein specified procedures necessary to strip all asbestos-containing materials from the designated areas and to dispose of these materials at an acceptable site.
  47. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.

48. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure system, with hot and cold or warm running water and suitably arranged for complete showering during decontamination. The shower room comprises an airlock between contaminated and clean areas.
49. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
50. Time Weighted Average (TWA): The TWA is an 8-hour time weighted average airborne concentration of fibers, longer than 5 micrometers, per cubic centimeter of air, calculated using formulas found in 29 CFR 1910.1000.
51. TSI: Thermal system insulation.
52. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
53. Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.
54. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.
55. Work Area: The area where asbestos related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.
56. Worker Decontamination Enclosure System: A decontamination enclosure system for workers, typically consisting of a clean room, a shower room and an equipment room.

C. Medical Requirements: 29 CFR 1926.1101

1. Medical Examinations: Before exposure to airborne asbestos fibers, provide workers with a comprehensive medical examination as required by 29 CFR 1926.1101. This examination is not required if adequate records show the employee has been examined as required by 29 CFR 1926.1101 requirements within the past year.
2. Medical Records: Maintain complete and accurate records of employees' medical examinations for a period of 30 years after termination of employment and make records of the required medical examination available for inspection and copying to authorized representatives of: The Assistant Secretary of Labor for Occupational Safety and Health Administration (OSHA), and an employee's physician upon the request of the employee or former employee.

D. Permits and Notifications:

Secure necessary permits in conjunction with asbestos removal, hauling and disposition, and provide timely notification of such actions as may be required by Federal, State, regional and local authorities.

Send Written Notification as required by US EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAP Contact at least 10 days prior to beginning any work on asbestos-containing materials. Send notification online to: [degacponline@mt.gov](mailto:degacponline@mt.gov); or to the following address:

Montana Department of Environmental Quality  
 Waste and Underground Tank Management Bureau  
 1520 East Sixth Avenue  
 P. O. Box 200901  
 Helena, Montana 59620-0901 (406) 444-5300

E. Safety Compliance:

In addition to detailed requirements of this specification, comply with laws, ordinances, rules and regulations of storing, transporting and disposing of asbestos waste materials. Comply with 40

CFR Part 61. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work. Where the requirements of this specification and referenced documents vary, the most stringent requirement shall apply.

F. Respirator Program:

Establish a written respirator program as required by 29 CFR 1910.134 and CFR 1926.1101. This program shall be posted in the clean room of the worker decontamination enclosure system.

1.9 SUBMITTALS

A. Make submittals required by the contract documents in a timely manner and at appropriate times in the execution of the work to allow for sufficient and prompt review by the Asbestos Consultant. Revise and resubmit as necessary to establish compliance with the specified requirements.

B. Submit two complete bound sets of the submittals as described in this section. Submit separate sets entitled "Qualification Submittals", "Pre-Work Submittals", "Project Submittals", and "Final Submittals".

1. Contractor Qualification Submittals shall be submitted by the low bidder within five (5) working days following the bid date.
2. Submit Pre-Work submittals at the pre-construction meetings. Work may not proceed until the complete Pre-Work Submittal package has been reviewed and approved by the Industrial Hygiene Consultant.
3. Submit Job Submittals to the Owner or owner's representative by 9:00 a.m. daily. Submit copies of the preceding week's daily submittals to the Industrial Hygiene Consultant at the weekly progress meeting.
4. Submit Final Submittals to the Industrial Hygiene Consultant following completion of the work. Requests for final payment will not be processed until the final submittal package has been reviewed and approved by the Owner and the Industrial Hygiene Consultant.

C. Contractor Qualification Submittals:

1. Name and location of at least 2 asbestos abatement projects performed by the Contractor, including name and telephone number of contract representative.
2. Name of and experience record of superintendent and foreman. Include evidence of knowledge of applicable regulations; evidence of participation and successful completion of EPA approved training course in asbestos removal and/or supervision of asbestos related work; and experience with asbestos related work in a supervisory position as evidenced through supervision of at least five asbestos abatement contracts.
3. Name and experience record of workers who will be assigned to this project. Include for each person the location of last two abatement projects, and evidence of successful completion of in-house training given by qualified superintendent or foreman, or its equivalent.
4. Provide a copy of the Montana State Contractor's License and registration to perform asbestos abatement.

D. Pre-work Submittals

1. Project Schedule: Include information detailing sequencing and scheduling of asbestos work, and schedule coordination with the work of other trades.
2. Work Plan: Provide a detailed work plan, including sketches of intended work zones, layout of containment areas, and HEPA filtration setup. Delineate the portable HEPA ventilation system and procedures for isolation and close out of the building's HVAC system.
3. Decontamination Procedure: Provide location and layout of decontamination areas, and explanation of intended decontamination sequence.
4. Methods: Provide a description of all asbestos removal methods to be used and sequence

- of activities. Include information detailing schedule coordination with the General Contractor and with other trades.
5. Subcontractors: Provide a listing of subcontractors, and interface of trades involved in the performance of work.
  6. Safety Plan: Delineate the methods to be used to assure the safety of workers, building occupants, and visitors to the site.
  7. Personnel Protective Equipment: Provide a description of protective clothing, and approved respirators to be used.
  8. Equipment: Provide manufacturer's specifications of all equipment, including respirators, to be used.
  9. Vacuum Equipment: Submit specifications and product date for all vacuum equipment. Include evidence of approval and testing of HEPA exhaust filtration, and wetting and packaging methods for waste collection.
  10. Asbestos Disposal Plan: Include explanation of handling, transport, and disposal of asbestos-contaminated waste. Identify any disposal site at which any waste material generated during the project will be disposed and furnish evidence of all necessary government approvals to dispose of the waste.
  11. Project Staffing: Provide identity of project site supervisor, project manager, and list of trained workers to be used on project. Include documentation of appropriate training and certification for each employee.
  12. Medical Examinations: Provide evidence of medical examinations for workers to be used on this project as required by OSHA. Include most recent written physician's opinion regarding employee's fitness to work and utilization of mandatory protective equipment.
  13. SDS: Provide Safety Data Sheets for all chemicals (i.e., encapsulants, surfactants) to be used on the project.
  14. Cleanup: Provide a description of final cleanup procedures to be used.
  15. Emergency Procedures: Provide a description of emergency procedures to be followed in case of injury, fire, temporary utility failures, and breach of barriers. Include evacuation procedures, source of medical assistance (names and phone numbers for Owner's Representative, Asbestos Consultant, fire, police, emergency squad, local hospital, and Owner), and procedures to be used for access by medical personnel (for example, rescue squad and physician).
  16. OSHA Requirements: Submit a notarized certification signed by an officer of the abatement contracting firm that exposure measurements, medical surveillance, and worker training records are being kept in accordance with OSHA.
  17. Laboratory Qualification Information: Submit proof of qualifications of testing laboratory and personnel. Certification that persons analyzing the samples have been judged proficient by successful participation in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing (PAT) Program, shall be considered sufficient proof of compliance.
  18. Certificates of Compliance: Submit certification that vacuums, ventilation equipment, and other equipment required to contain airborne asbestos fibers conform to ANSI Z9.2.
  19. Notifications and Policies: Submit copies regulatory agency abatement permits and notifications, copies of all types of specified bonds and insurance, and notification of bonding and insurance companies indicating extent of coverage.

#### E. Job Submittals

1. Daily Logs: Submit copies of all personal air monitoring results and daily logs. Submit copies of the preceding week's daily logs to the Industrial Hygiene Consultant at each weekly progress meeting. Daily logs must indicate the date, time, identity, company or agency represented, and reason for entry for all persons entering the work area.
2. Progress Schedule: Submit updated progress schedule to the Owner's Representative at each weekly progress meeting.
3. Disposal Manifests: Submit copies of preceding week's manifests and disposal site receipts to Asbestos Consultant at each weekly progress meeting.

4. Employee Documentation: Submit information as required under Pre-Work Submittals for each new employee hired during the course of the project prior to that person's first day of work on the project.

F. Final Submittals

1. Certification: Provide written certification that Contractor has fully completed work in strict accordance with the Specifications.
2. Air Monitoring: Submit documentation of all employee personal air monitoring results relative to the OSHA respiratory protection level compliance. Include copies of all air monitoring data and analysis reports conducted at the site.
3. Project Record Documents: Provide record drawings and specifications of abatement work with all contract changes clearly indicated, project photographs, security log, safety log, sign-in sheets, supervisor's daily field reports, and similar final record documentation.
4. Disposal Manifests: Submit copies of all asbestos waste disposal transportation and disposal manifests including signed receipts from the landfill.
5. Contract Revisions: Provide documentation of all Modification Proposals and Change Orders.

## 2 - PRODUCTS

### 2.1 EQUIPMENT

- A. Compliance: Equipment, including protective clothing and respirators, used in the execution of this contract and provided to visitors to the site, shall comply with ASTM E 849 and with the applicable Federal, State, and local regulations. Respirators shall conform to the OSHA requirements in 29 CFR 1910.134. Use supplied air type (type "C") units during actual removal operations, except as approved by the Asbestos Consultant prior to the start of work.
- B. Work Area Responsibility: It is the Contractor's responsibility to require that each person (worker or visitor) entering the work area wear an approved respirator and protective clothing. There shall be no exceptions to this requirement.
- C. Protective Clothing: Provide approved protective clothing to all workers and to all official representatives of the Owner, State, or other governmental entity, and the Asbestos Consultant who may inspect or visit the project.
- D. Respirators: Respirators will be of a type approved by NIOSH for use during asbestos removal operations. See Paragraph 2.2; "Respiratory Protection".
- E. Miscellaneous Safety Equipment: Hardhats, protective eyewear, gloves, rubber boots or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities. Protective equipment used in the removal of asbestos-contaminated items and demolition activities shall be of proper materials to adequately protect the individual conducting the work.
- F. Disposal Bags: Polyethylene bags used for containing removed asbestos-containing materials shall be at least 6 mils thick and sufficiently large for their intended use. These bags should be printed with warning labels per OSHA regulations.
- G. Vacuums: All vacuum cleaners must be equipped with HEPA filters.
- H. Duct Tape: All tape shall be high quality duct tape. All spray-on adhesives, glue, and other barrier securing material shall be high quality products.
- I. Inventory Maintenance: Provide and maintain sufficient inventory of protective clothing, respirators, filter cartridges, plastic sheeting of proper size and thickness, duct tape, glue, adhesives, disposable towels, and air filters for the work required and the numbers of workers, visitors, and inspection personnel entering the work areas.
- J. Showers: Provide shower stalls constructed with opaque walls, and sufficient plumbing for these showers, including hot and cold running water and sufficient hose lengths and drain systems or an acceptable alternate such as a portable decontamination trailer with showers. Waste shower water shall be filtered through 5-um filters and disposed of in accordance with all Federal, State, and local regulations.

- K. Demolition Equipment: Provide sufficient appropriate equipment for demolition of plaster, brick, and concrete walls, pipe chases and ceiling areas (if needed) such that the work can be performed without hindering the project schedule.
- L. Local Exhaust System & HEPA Filtration: Provide air filtering equipment capable of filtering asbestos fibers to 0.3 um at 99.97 percent efficiency and of sufficient quantity and capacity to cause a complete air change or total air filtration within the work area once every 15 minutes. Air shall flow into the work site through all openings, including the decontamination chamber and waste exit ports, and any areas in the work site where air leakage may occur. Air should exhaust through the local exhaust air filtration units by means of a high quality flexible or solid duct leading outside the building. If air exhaust outside the building is not feasible, the Asbestos Consultant shall determine where the exhaust shall be emitted outside the work area. The air-filtering equipment should be positioned at a maximum distance from the decontamination chamber to maximize filtration of airborne fibers. Local exhaust air filtration units shall be in operation at all times. One additional air filtration unit will be inside the work area as a backup unit.
- M. Electrical Equipment: All electrical appliances used in conjunction with the removal will be used with ground fault interruption units. Each electrical appliance will have its own electrical outlet.
- N. Fire Extinguishers: Fire extinguishers in sufficient quantity to deal with any small fires shall be kept in containment, minimum one per each homogeneous work area. Ten-pound ABC rated fire extinguishers shall be used.
- O. Encapsulants and Sealants: Encapsulant and sealant shall be commercially available and specifically designed for use as an asbestos sealant.

## 2.2 RESPIRATORY PROTECTION

Contractor shall select and provide respirators for all workers based on selection procedures outlined under current OSHA regulations. If contractor has properly documented historic personal exposures during abatement activities, respiratory protection may be based on this data. If adequate historic data is not available, all work shall commence utilizing Type C supplied air respirators. Respiratory protection may be downgraded upon documentation that lower levels of respiratory protection will maintain personal exposures below the Permissible Exposure Limit and the Excursion Limit as set forth under 29 CFR 1926.1101.

### A. Air Purifying Respirators

1. Provide one-half-face or full-face type respirators. All respirators must be approved for the use intended by the National Institute for Occupational Safety and Health (NIOSH).
2. Provide, at a minimum, filter cartridges labeled with the NIOSH certification for Radionuclides, Radon Daughters, Dust, Fumes, and Mists (P-100) and color coded in accordance with ANSI Z228.2. In addition, a chemical cartridge may be added, if required, for solvents, etc. In this case, provide a combination cartridge labeled with the appropriate color code and NIOSH certification. All cartridges shall be manufactured by the same manufacturer as the facepiece.
3. Provide sufficient filters for replacement as necessary by workers.
4. Single-use, disposable, or quarter-face respirators are not permitted.

### B. Supplied-Air (Type C) Respirator Systems

1. Provide equipment capable of producing a continuous sufficient supply of Grade D breathing air as described in the Compressed Gas Association Commodity Specifications G-7.1.
2. Provide monitors which will shut down compressor and sound audible alarms if any of the following occur:
  - a. Carbon Monoxide (CO) concentrations exceed five parts per million per volume of air in the air line.
  - b. Compressor temperature exceeds normal operating range.
3. Provide full face-piece and hose by the same manufacturer. Face-piece and hose must be certified by NIOSH as an approved Type C respirator assembly. Operate system in

pressure demand mode with a positive pressure face-piece. Maximum hose length is 300 feet.

## 2.3 SPECIAL CLOTHING

### A. Protective Clothing

Provide personnel exposed to airborne concentrations of asbestos fibers with fire retardant disposable protective whole body clothing, head coverings, gloves and foot coverings. One-piece clothing is acceptable and preferred. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber gloves for comfort, but shall not be used alone.

Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape. Reusable type protective clothing and footwear shall be left in the contaminated equipment room until the end of the asbestos abatement work at which time such items shall be thoroughly cleaned of all asbestos-contaminated material or disposed as asbestos-contaminated waste.

### B. Work Clothing:

Provide cloth work clothes for wear under the disposable protective coveralls and foot coverings.

## 2.4 WORKER DECONTAMINATION ENCLOSURE SYSTEM

### A. Class I Work

Provide a decontamination unit consisting of a serial arrangement of rooms or spaces adjoining the work area, or a decontamination trailer if approved, for decontamination of workers conducting asbestos removal, and for any authorized visitor entering the work area. The decontamination unit or trailer shall conform to the following specifications:

1. Provide an adequate decontamination unit consisting of a serial arrangement of rooms or spaces adjoining the Work Area or a decontamination trailer. Each airlock shall be clearly identified and separated from the other by plastic sheet crossover doors, designed to minimize fiber and air transfer as people pass between areas. Decontamination chamber doors shall be of sufficient height and width to enable replacement of equipment that may fail and to safely stretch and carry an injured worker from the site without destruction of the chamber or unnecessary risk to the integrity of the work area. At least two layers of 6 mil black plastic sheeting shall be required for walls and ceilings for on-site constructed decontamination units. Two layers of 6 mil clear plastic may be used for the floors. On-site constructed decontamination units must be able to withstand wind and rain if built outdoors. Construction must use 2" x 3" or 2" x 4" framing or equivalent and must be large enough to accommodate large individuals adequately.

Required decontamination areas comprising the decontamination unit and their usage shall be as follows: (reference Section 3.3 for further information).

Clean Room: In this room personnel remove and leave all street clothes and put on clean disposable coveralls. Approved respiratory protection equipment is also picked up in this area. No asbestos contaminated items are permitted in this room.

Shower room: In this room, personnel shower prior to exiting the containment.

Equipment Room: Work equipment, footwear, and all other contaminated work clothing are left here. This is also a change and transit room for people. All areas between Shower Room and Work Area shall be considered part of the Equipment Room. Plastic floor and wall covering is required. This is a contaminated area.

### B. Class II Work

1. For work conducted inside the building, provide a decontamination unit consisting of a serial arrangement of rooms or spaces adjoining the work area, or a decontamination trailer if approved, for decontamination of workers conducting asbestos removal, and for any authorized visitor entering the work area. The decontamination unit or trailer shall conform to the following specifications:

a) Provide an adequate decontamination unit consisting of a serial arrangement of rooms or spaces adjoining the Work Area or a decontamination trailer. Each airlock shall be clearly identified and separated from the other by plastic sheet crossover doors, designed to minimize fiber and air transfer as people pass between areas. Decontamination chamber doors shall be of sufficient height and width to enable replacement of equipment that may fail and to safely stretch and carry an injured worker from the site without destruction of the chamber or unnecessary risk to the integrity of the work area. At least two layers of 6 mil black plastic sheeting shall be required for walls and ceilings for on-site constructed decontamination units. Two layers of 6 mil clear plastic may be used for the floors. On-site constructed decontamination units must be able to withstand wind and rain if built outdoors. Construction must use 2" x 3" or 2" x 4" framing or equivalent and must be large enough to accommodate large individuals adequately.

Required decontamination areas comprising the decontamination unit and their usage shall be as follows: (reference Section 3.3 for further information).

Clean Room: In this room persons remove and leave all street clothes and put on clean disposable coveralls. Approved respiratory protection equipment is also picked up in this area. No asbestos contaminated items are permitted in this room.

Equipment Room: Work equipment, footwear, and all other contaminated work clothing are left here. This is also a change and transit room for people. This is a contaminated area.

2. For work conducted outside the building, the decontamination unit shall consist of a delineated and signed area with dropcloths.

## 2.5 EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM

Install separate equipment and contamination enclosure system where allowed by available space and practical site considerations.

## 2.6 EYE PROTECTION

Provide goggles to personnel engaged in asbestos operations when the use of a full-face respirator is not required.

## 2.7 WARNING SIGNS AND WARNING LABELS

Post warning signs conforming to the requirements of 29 CFR 1926.1101 and 40 CFR 763.120, 121, at all approaches to asbestos control areas. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps. Provide warning labels and affix to all asbestos products contaminated with asbestos. Sign and label formats to conform to 29 CFR 1910.145(d)(4).

Warning Signs:

Provide signs of sufficient size to be clearly legible, displaying the following legend:

DANGER  
ASBESTOS  
MAY CAUSE CANCER  
CAUSES DAMAGE TO LUNGS  
AUTHORIZED PERSONNEL ONLY  
WEAR RESPIRATORS AND PROTECTIVE CLOTHING IN THIS AREA

Warning Labels:

Provide labels of sufficient size to be clearly legible, displaying the following legend:

DANGER  
ASBESTOS  
MAY CAUSE CANCER  
CAUSES DAMAGE TO LUNGS  
DO NOT BREATHE DUST  
AVOID CREATING DUST

2.8 PLASTIC SHEET

Plastic sheet, of 4 mil (0.10 mm) and 6 mil (0.15 mm) thickness in sizes to minimize the frequency of joints for isolation and sealing of designated work areas. Plastic sheet may be either clear or opaque. Black plastic may only be used in the construction of decontamination units.

2.9 TAPE

Tape - capable of sealing joints of adjacent sheets of plastic sheets and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.

2.10 SURFACTANT (WETTING AGENT)

Surfactant (wetting agent) shall consist of 50% polyoxyethylene ether and 50% of polyoxyethylene or polyglycol ester, or equivalent, and shall be mixed with water to provide a concentration of one-ounce surfactant to 5 gallons of water (for 32 ml/20 l of water).

2.11 IMPERMEABLE CONTAINERS

Impermeable containers shall be 6 mil plastic bags of size to fit within the drum listed hereafter and capable of being sealed and 55 gallon (200 L) capacity metal or fiber drums with tightly fitting lids. The containers shall be labeled in accordance with OSHA Regulation 29 CFR 1926.1101. Containers must be both air and watertight.

2.12 SEALABLE PLASTIC DISPOSAL BAGS

Sealable plastic bags of 6 mil minimum thickness for transportation and disposal of asbestos-contaminated material.

2.13 ENCAPSULANT PRODUCTS

Penetrating and bridging encapsulant and sealant (lock down) products shall be either those manufactured by Foster, Certified Technologies Corporation, or approved equal materials. The Contractor shall submit product data for any materials proposed for use. Approval of "or equal" products will not include substitution of product lines where compatibility for successive applications may be violated.

### 3 - EXECUTION

3.1 EXECUTION OF REMOVAL

Removal and disposal of all asbestos-containing materials is to be performed in accordance with the following procedures.

3.2 PROJECT SITE CONDITIONS

Means of Egress: Establish and maintain emergency and fire exits from the work area

A. Use of Existing Facilities

1. Water Supply: The Owner will provide access to water either via outdoor faucets or at designated outlets in the building. The Contractor shall connect to the owner's system at

locations as allowed by the Owner, after review of the work plan indicating desired locations of connection. Contractor is responsible for installation and maintenance of back flow prevention devices on all water connections. Contractor is responsible for any damage resulting from leaking hoses, connections, or from other water supply system components under the direct control of Contractor.

2. Electricity: Adequate electrical supply should be available in the building. If additional breaker panels or connections are necessary, Contractor shall provide them at Contractor's expense and all connections must be made by a licensed electrician of at least journeyman level experience.
  3. Toilets: The Owner will designate which toilet facilities will be allowed for use by contractor personnel.
  4. Waste Storage: Asbestos waste must be either double bagged, double wrapped, or the bags must be in metal drums prior to their transport to the transport vehicle. All bags must be properly labeled. If not removed from the site each day, waste must be stored in a labeled, locked, plastic-lined dumpster in a location approved by the Owner.
- B. Environmental Conditions to be Maintained. Outside Asbestos Work Area: Air concentrations of asbestos shall be maintained at 8-hour time weighted average below 0.01 fiber (longer than 5 microns) per cubic centimeter of air.
- C. Access to Work Area: Access to work areas shall be controlled through the use of signs, barricades, or other means as appropriate. Whenever, possible, all access shall be through decontamination areas. The following shall have access to work area: EPA and OSHA inspectors; Owner's engineer and on-site representative (IHC). These persons shall be the only non-asbestos specialist personnel who shall be permitted access while work is in progress.

### 3.3 WORK PRACTICES – INSIDE WORK

#### A. Preparation for Class I and II Containments:

1. Post warning signs meeting the specifications of OSHA 1926.1101 at any location and approaches to the location of the asbestos removal area. Signs shall be posted at a distance sufficiently far enough away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of workplace enclosure barriers.
2. Seal off all openings between the work area and uncontaminated areas outside of the work area by installing two layers of 6-mil polyethylene sheeting and tape or fire-retardant caulk as needed to form critical barrier.
3. Define the work area using barrier tape so it is secure at all times to prevent access of unauthorized visitors or unprotected persons.
4. Ensure that a copy of the project design and the asbestos inspection is at the asbestos project.
5. Post on the entrance to the decontamination unit a copy or the original of the asbestos project permit and the permit application form issued by the Montana Department of Environmental Quality.

#### B. Worker Decontamination Enclosure Systems - Class I and II Work:

1. Worker decontamination enclosure system shall be provided at all locations where workers will enter or exit a negative pressure containment area. One system at a single location for each contained work area is preferred. These systems may consist of existing rooms outside of the work area, if the layout is appropriate from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support as appropriate.
2. Plans for construction, including materials and layout, shall be submitted as shop drawings and approved by the Engineer prior to work initiation. Worker decontamination enclosure systems constructed at the worksite shall utilize 6-mil opaque black or white polyethylene sheeting or other acceptable materials for privacy. Detailed descriptions of portable, prefabricated units, if used, must be submitted for approval. Plans must include floor plan

with dimensions, materials, size, thickness, plumbing and electrical utilities.

3. The worker decontamination enclosure system for Class I work shall consist of at least a clean room, a shower room, and an equipment room, each separated from each other and from the work area by airlocks. The worker decontamination enclosure system for Class II work shall consist of at least a clean room and an equipment room, each separated from each other and from the work area by airlocks.
4. Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through doorways capable of providing a positive seal to the outside, should failure of the differential pressure unit(s) occur, and when not in use. Doorway designs, providing equivalent protection and acceptable to the Engineer may be utilized.
5. Access between any two rooms in the decontamination enclosure system shall be through a three-piece flap doorway. Pathways into (from clean to contaminated) and out from (contaminated to clean) the work area shall be clearly designated.
6. Clean room shall be sized to adequately accommodate the work crew. Benches shall be provided as well as hooks for hanging up street clothes. Shelves for storing respirators shall also be provided in this area. Clean work clothes (if required under disposables), clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply at the clean room. A location for postings shall be used to permit access into the clean room from outside the work area. Lighting, heat and electricity shall be provided as necessary for comfort. This space shall not be used for storage of tools, equipment, or materials, or as office space.
7. The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed container until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A walk-off pan (a small children's swimming pool or equivalent) filled with water shall be located in the work area just outside the equipment room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination enclosure system. A drum lined with a labeled 6-mil polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear (e.g. rubber boots, other reusable footwear) shall be stored in this area for reuse the following workday.

C. Isolation of the Work Area - Class I and Class II Removal:

1. Construct isolation and negative pressure containment barriers for Class I work as follows:
  - a. Seal all surfaces (except those of asbestos-containing materials scheduled for removal) with 2 layers of 4-mil watertight polyethylene plastic sheeting on the walls and 2 layers of 6-mil watertight polyethylene plastic sheeting on the floor and/or fire-retardant caulk except as provided in b. below.
  - b. Sole permissible exceptions to total enclosures are: (1) an entrance airlock with showers and a decontamination chamber, (2) a debris removal airlock for cleaning and asbestos waste removal, (3) staircases, and (4) emergency exits. Emergency exits shall be marked by spray-painted arrows and doorway outline, with a knife present to cut the plastic.
  - c. Wet clean and/or HEPA vacuum all non-removal and non-asbestos items such as radiators and suspended light fixtures in the Work Area, including built-in equipment; and cover with two thicknesses of 6 mil plastic sheeting taped securely in place.
  - d. In rooms where only partial removal of floor tile and mastic is scheduled and in rooms where above ceiling pipe fitting insulation is scheduled for removal construct temporary containment walls as necessary. Containment walls shall be constructed of 1'x2' or 2'x4' wood studs placed on 24" centers and properly braced. Studs shall be faced with 2 layers of 6-mil poly.
  - e. The common wall between the cafeteria and the corridor is not demising. Abatement contractor shall seal the above ceiling area using 6-mil poly.
  - f. As all existing ventilation systems in the Work Area are to be sealed throughout the



prior to the start of each day's abatement activities and following the completion of the day's abatement activities. Document inspections and observations in the daily project log.

3. The contractor may also conduct perimeter air monitoring to demonstrate that clearance levels are met or that perimeter area levels as measured by PCM do not exceed background levels.
4. Damage and defects in the enclosure system are to be repaired immediately upon discovery.
5. At any time during the abatement activities, after barriers have been erected, if visible material is observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs shall be made to barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.
6. If air samples collected outside of the work area during abatement activities indicated airborne fiber concentrations greater than 0.01 f/cc, immediately stop work for inspection and repair of barriers. Cleanup of surfaces outside of the work area using HEPA vacuums or wet cleaning techniques may be necessary.
7. Clearly identify and maintain emergency and fire exits from the work area.

### 3.4 WORK PRACTICES – OUTSIDE WORK

#### A. Preparation:

1. Establish a regulated work area using tape or rope barriers. Size the work area to maintain unauthorized personnel at a safe distance from the work area.
2. Erect a critical barrier covering the window opening to be abated with 6-mil polyethylene sheeting. The critical barrier system must be capable of withstanding windy conditions and gusts associated with thundershowers.
3. Post warning signs meeting the specifications of OSHA 29 CFR 1910.1001 and 1926.1101 at any location and approach to the location of the asbestos removal area. Signs shall be posted at a sufficient distance from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure.
4. Before work begins, place an impermeable drop cloth beneath the work area. The drop cloth should extend a minimum of 6 feet beyond the immediate area of the work and extend at least one foot up the wall where work is being conducted.

#### B. Worker Decontamination Area – Class II Work:

1. Worker decontamination areas consisting of 6-mil polyethylene sheeting drop cloths shall be provided at all locations where workers will enter or exit an abatement work area.
2. The worker decontamination area will consist of 6-mil polyethylene sheeting of sufficient size to allow for storage of abatement equipment and decontamination of the entire crew. The decontamination area will be delineated by the use of "caution" tape or other visible means of delineation.
3. A HEPA vacuum will be located in the decontamination area for removal of asbestos debris from workers' disposable protective clothing prior to removal of the clothing.
4. Entry to and exit from all abatement work areas shall be through the decontamination area.

#### C. Maintenance of Workplace Barriers and Worker Decontamination Area:

1. Maintain work area delineation, decontamination area and work area drop cloths in good condition throughout the course of the day's work. Document inspections and observations in the daily project log.
2. Remove and dispose of the work area drop cloths at the end of each day's abatement activities. Dispose of drop cloths as asbestos-contaminated materials.
3. Take down work area delineation and signage at the end of each day's work. Store materials in a secure location for re-use.

4. Damage and defects in the delineation system are to be repaired immediately upon discovery. In addition, the IHC may conduct area monitoring showing that clearance criteria (40 CFR 763, Subpart E) are met or that perimeter area levels measured by PCM are not greater than background levels representing the same area before the asbestos work began.
5. If visible material is observed outside of the work area or if damage occurs to delineation barriers at any time during the abatement activities, work activities shall immediately stop, repairs shall be made to the barriers, and debris /residue cleaned up using appropriate procedures.
6. If air samples collected outside of the work area during abatement activities indicated airborne fiber concentrations >0.1 f/cc of air, work shall immediately stop for reevaluation and adjustments in work methods.
7. Clearly identify and maintain emergency and fire exits from the work area.

### 3.5 REMOVAL OF ASBESTOS IN NEGATIVE PRESSURE CONTAINMENT PROCEDURE

- A. Clean and isolate the Work Area in accordance with Section 3.3.A. Containments shall be constructed in accordance with 3.3.C for all indoor asbestos removal.
- B. Wet all asbestos-containing material with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material; however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. Maintain a high humidity in the work area by misting or spraying to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos-containing materials but, shall nonetheless be used in all cases.
- C. Saturated asbestos-containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.
- D. All mastic shall be removed by chemical means using a low odor mastic remover that is compatible with new flooring mastics.

### 3.6 GLOVEBAG REMOVAL

- A. Application: This paragraph applies to the removal of materials, which may be adequately accommodated by a glovebag including pipe insulation, pipe fitting insulation, and hanger insulation.
- B. Preparation: The preparation of the work area for glovebag removal shall include the requirements of paragraph 3.3.
- C. Workers: A minimum of two persons is required to perform a glovebag removal project. A third person will be required to control access to the work area, to conduct air monitoring and assist with supplies.
- D. Work Area Isolation: The work area where the technique is to be utilized shall be isolated in accordance with paragraph 3.3.
- E. Local Exhaust System: HEPA filter equipped negative air machines shall be placed in operation as close as is feasible throughout the glovebag removal process.
- F. Materials & Equipment: All necessary materials, equipment, and supplies shall be brought into the work area before any removal begins. The following is a list of recommended equipment and tools for the removal of asbestos by the glovebag technique:
  1. The glovebag, which consists of a 6-mil bag fitted with long sleeve gloves, a tool pouch, and a 2-inch opening used for water application.
  2. A pump-up sprayer (garden type) with a 2- or 3-gallon capacity.
  3. Wetting Agent: Amended water (water with a surfactant) or a removal encapsulant.
  4. Six mil polyethylene disposal bags with the proper markings for asbestos waste.
  5. A HEPA filtered vacuum with a capillary tube for insertion into the glovebag.

6. Tools such as a small scrub brush, a utility knife for cutting the insulation, a stapler, wire cutters, smoke tubes with aspirator bulb, tin snips, duct tape, and wettable cloths.
  7. A roll of 6-mil polyethylene.
  8. An encapsulant.
- G. Glovebag Removal procedures shall be conducted as follows:
1. Preparation: A visual inspection of the pipe where the work will be performed shall be made to determine if any damaged pipe covering (broken lagging, hanging, etc.) exists. If there is, the pipe shall be wrapped in polyethylene plastic and fully secured with duct tape. This procedure will prevent high airborne fiber concentrations from occurring during the glovebag work caused by pipe lagging, hanging several feet or even several yards away, which may be jarred loose by the abatement work activities. Debris on the floor and other surfaces that has accumulated and contains asbestos must be cleaned up as necessary. If the pipe is undamaged, one layer of duct tape shall be placed around the pipe at each end of where the glovebag will be attached. This permits a good surface to which to seal the ends of the glovebag and it minimizes the chance of releasing fibers when the tape at the ends of the glovebag is peeled off at the completion of the job. Place one layer of 6-mil plastic underneath the work area, extending at least 6 feet in all directions.
  2. Installation and Removal: Install the glovebag according to manufacturer's recommendations. Cut covering on the insulation along the top seam to allow wetting of the insulation, then cut cover all around sections to be removed. Remove material in small sections. Lower the material carefully inside the glovebag. Do not permit it to drop.
  3. Removal of Glovebag and Disposal: Following ACM removal, ensure that all visible material is inside the bag. Spray all tools in glovebag with amended water while it is still attached. Evacuate bag with portable HEPA vacuum and while the bag is collapsed, squeeze bag below tool pouch, and twist bag. Seal bag with tape or locking ties, separating the waste from the removal area. Vacuum the inside of the top of the glovebag and unsealed portion of the glovebag below. Keep HEPA vacuum connected until the glovebag is removed. Replace HEPA filters as recommended by manufacturer. Cut the glovebag along the top and sides, and then remove it from the pipe. Wet pipe and wash all tools and removal area thoroughly.
- H. Immediately remove any asbestos-containing debris which collects on the drop sheet either by using a HEPA vacuum or by spraying with amended water or removal encapsulant, collecting with wet towels, placing in a disposal bag while still wet, and cleaning the surface of the plastic sheet with wet towels.
- I. Upon completion of the work, fold the drop sheet and all of its contents toward the center. Place the sheet in a properly labeled 6-mil polyethylene disposal bag. Neck down the bag and collapse it with the HEPA vacuum. Twist the bag shut, fold over, and seal with duct tape by wrapping around the bag neck at least three times
- J. Clean all surfaces of the work area by use of a HEPA filter vacuum and/or wet wiping until no visible residue remains.
- K. Dispose of glovebag, waste material, disposable clothing, and contaminated equipment in accordance with all applicable regulations and paragraph 3.8.B
- L. Upon completion of abatement, conduct final cleanup, encapsulation, and clearance procedures as described in paragraph 3.7.

### 3.7 REMOVAL OF ASBESTOS CAULK PROCEDURES

- A. Isolate the work area in accordance with Section 3.4. Isolation in accordance with 3.4.C will be required for removal of all asbestos caulk located outside of the building. Selective demolition and disposal of these items is covered elsewhere in this specification.
- B. Wet all ACM with an amended water solution using equipment capable of providing a fine spray mist; in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the

material; however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. Maintain wet surfaces in the work area by misting or spraying to assist in fiber settling and reduce airborne fiber concentrations. Wetting procedures are not equally effective on all types of ACM but shall nonetheless be used in all cases.

- C. Saturated ACM and PACM shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.

### 3.8 ALTERNATIVE PROCEDURES

- A. Procedures described in this specification are to be utilized at all times.
- B. If specified procedures cannot be utilized, a request must be made in writing to the IHC providing details of the problem encountered and recommended alternatives.
- C. Any alternative procedure must be approved in writing by the IHC prior to implementation.

### 3.9 FINAL CLEANUP PROCEDURES

- A. Remove and containerize all visible accumulations of asbestos-containing material and asbestos contaminated debris utilizing rubber dust pans and rubber squeegees to move material around. Do not use metal shovels to pick up or move waste.
- B. Remove all containerized waste from the work area.
- C. Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.
- D. Inspect the work area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and cleaning cycle repeated.
- E. The work area shall be cleaned until it is visually clean as determined by the Certified Industrial Hygienist or assigned IHC. Additional cleaning cycles shall be provided as necessary at no cost to the Owner until cleaning is satisfactory.
- F. The contractor shall notify the building owner's representative (IHC) 24 hours in advance for the performance of the final visual review and inspection. The final visual review and testing will be performed by the IHC.
- G. Final inspection will include the entire work area, the personnel decontamination facility, all plastic sheeting, seals over ventilation openings, doorways, windows, other openings, and all surfaces from which asbestos-containing material has been removed. Contractor must provide adequate lighting to perform visual inspections. If any debris, residue on surfaces, dust, or other matter is found, repeat final cleaning and continue decontamination. When the work area is visually clean, notify the owner's representative. Visual inspection is not complete until confirmed in writing, by the owner's representative. Visual inspections will be performed in accordance with the "Standard Practice for Visual Inspection of Asbestos Abatement Projects", ASTM Designation E1368-90.
- H. Failure of general areas to meet the specification requirements for cleanliness will require further area cleaning at the contractor's expense.

### 3.10 DISPOSAL OF ASBESTOS-CONTAINING MATERIALS

- A. Permits and Notifications: Secure necessary permits in conjunction with asbestos removal, hauling and disposition and provide timely notification of such actions, as may be required by Federal, State, regional and local authorities. Notify the Regional Office of the United States Environmental Protection Agency and provide copies of the notification to the Owner/IHC a minimum of 10 working days prior to the start of the work. Provide notification in accordance with 40 CFR 61.22(d) (1).
- B. Disposal of Asbestos: Collect and dispose of all RACM, Category I and Category II asbestos waste, scrap, debris, bags, containers, equipment, and asbestos-contaminated clothing which may produce airborne concentrations of asbestos fibers in sealed impermeable bags or drums. Prior to placing in bags or containers, wet down asbestos wastes to reduce airborne

concentrations. Waste asbestos material shall be disposed of in accordance with EPA and Montana Department of Health and Environmental Sciences requirements at a Class II landfill. The "small quantity exclusion" of the regulations shall not apply to disposal of waste asbestos materials. Establish a temporary holding area approved by the Owner for properly packaged asbestos waste. This area is only to be used during the regular Asbestos Abatement Contractor's work hours.

END OF SECTION 02080

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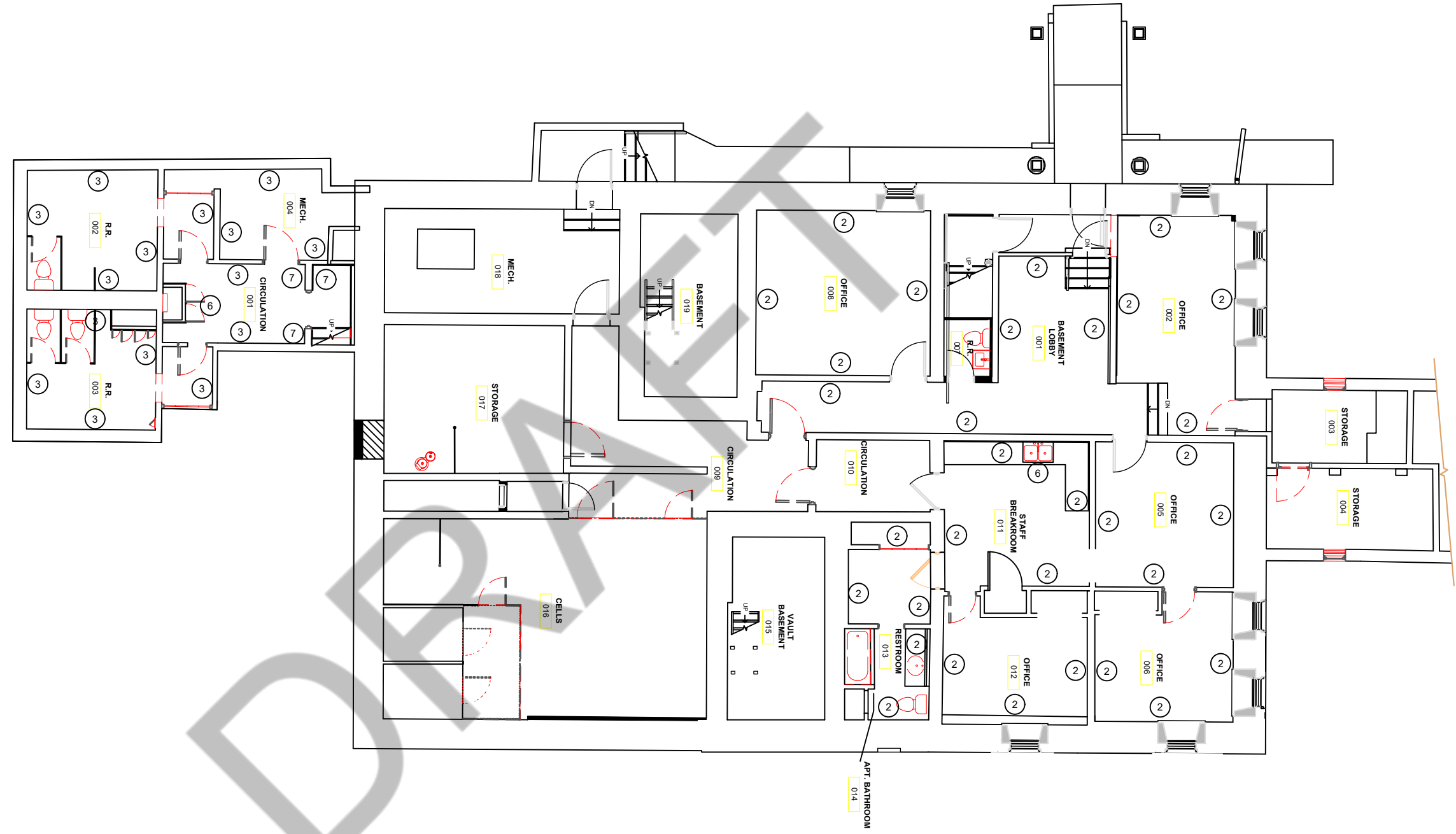
Remove and dispose of the following materials as ACM:

### KEY NOTES

- ① ACM Exterior window caulk
- ② ACM Wall Adhesive
- ③ ACM Gypsum Wallboard System
- ④ ACM Transite siding
- ⑤ ACM Exterior sealant
- ⑥ ACM Sink Undercoating
- ⑦ ACM CMU Block Sealant

### SHEET NOTES

1. ACM Wall mastic appeared to have been used to adhere the gypsum board system to the original plaster wall. The ACM wall mastic is assumed to be present behind all gypsum board wall finishes in the basement.



ACM ABATEMENT LOCATION DRAWING  
BASEMENT



NOT TO SCALE

FIG. 1: ACM ABATEMENT LOCATION DRAWING  
BASEMENT



DATE: 3/9/26  
DRAWN BY: RBB  
CHK BY: CH  
CAD FILE: 399-1239A.dwg

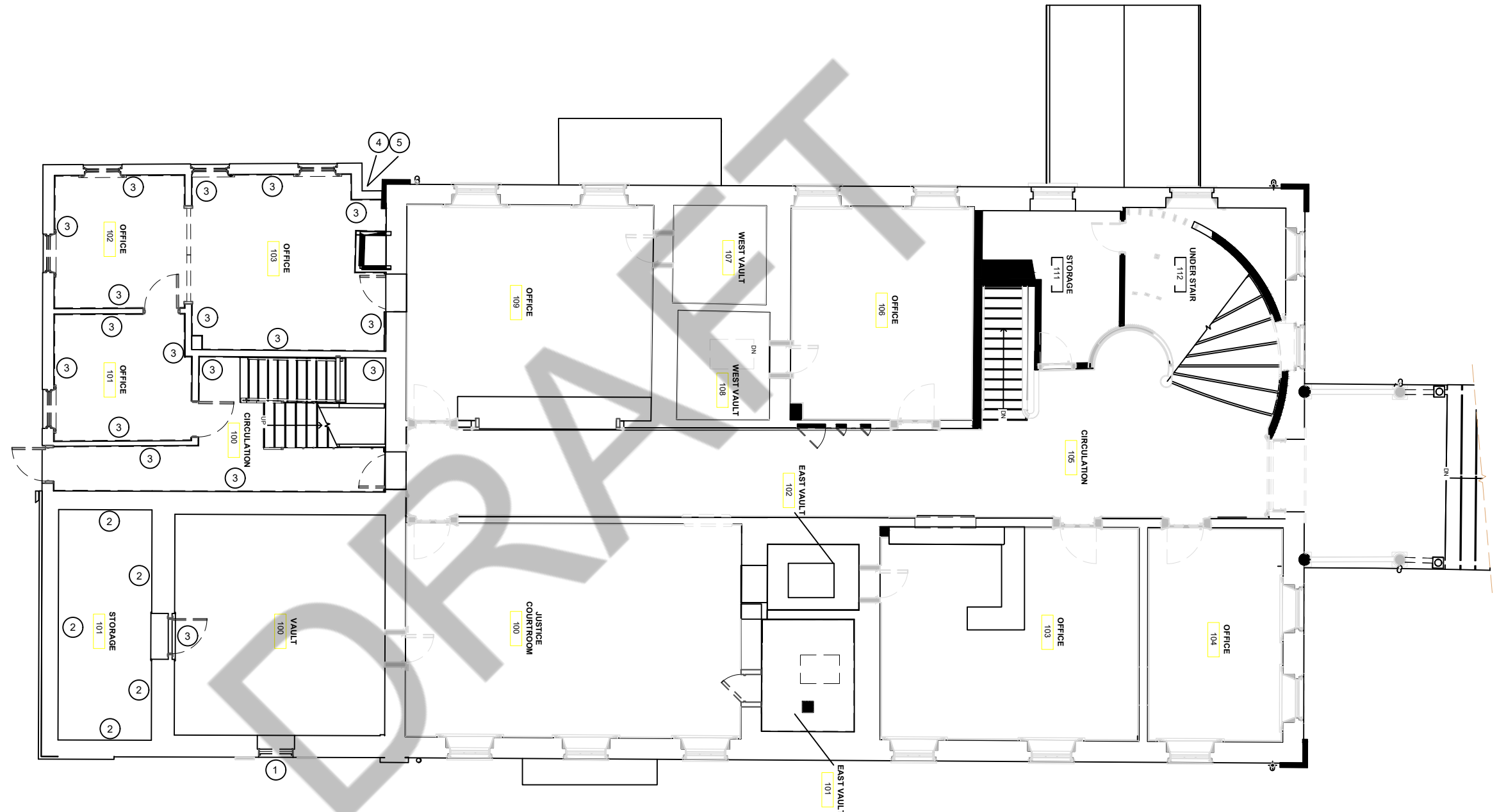
PROJECT NAME:  
LOCATION:  
NIH PROJECT NUMBER:

MADISON COUNTY COURTHOUSE  
100 WALLACE STREET  
VIRGINIA CITY, MONTANA  
399-1239A

Remove and dispose of the following materials as ACM:

**KEY NOTES**

- ① ACM Exterior window caulk
- ② ACM Wall Adhesive
- ③ ACM Gypsum Wallboard System
- ④ ACM Transite siding
- ⑤ ACM Exterior sealant
- ⑥ ACM Sink Undercoating
- ⑦ ACM CMU Block Sealant



**ACM ABATEMENT LOCATION DRAWING  
MAIN LEVEL**



NOT TO SCALE

FIG. 2: ACM ABATEMENT LOCATION DRAWING  
MAIN LEVEL



DATE: 3/9/26  
 DRAWN BY: RBB  
 CHK BY: CH  
 CAD FILE: 399-1239A.dwg

PROJECT NAME:  
 LOCATION:  
 NIH PROJECT NUMBER:

MADISON COUNTY COURTHOUSE  
 100 WALLACE STREET  
 VIRGINIA CITY, MONTANA  
 399-1239A

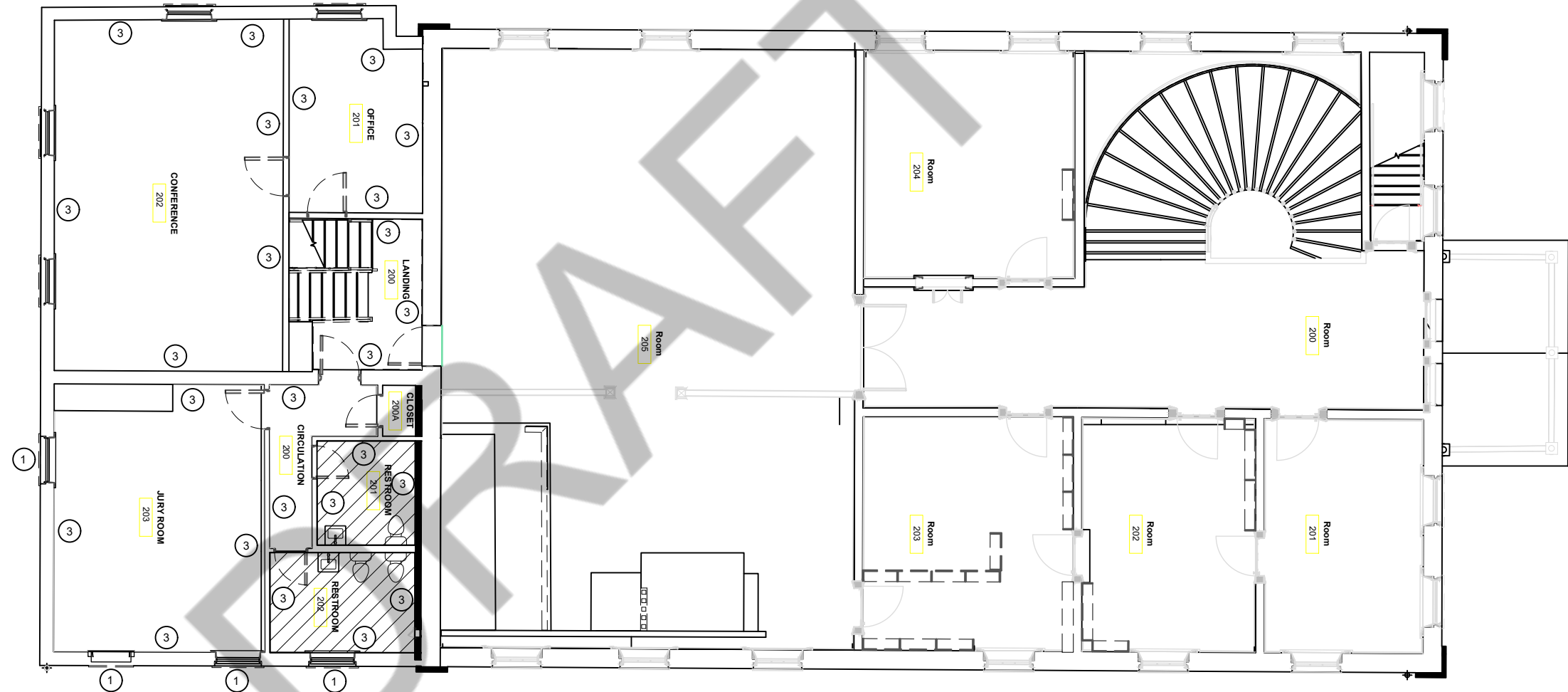
Remove and dispose of the following materials as ACM:

### GRAPHIC LEGEND

 ACM Leveler and mastic

### KEY NOTES

- ① ACM Exterior window caulk
- ② ACM Wall Adhesive
- ③ ACM Gypsum Wallboard System
- ④ ACM Transite siding
- ⑤ ACM Exterior sealant
- ⑥ ACM Sink Undercoating
- ⑦ ACM CMU Block Sealant



## ACM ABATEMENT LOCATION DRAWING SECOND FLOOR



NOT TO SCALE



DATE: 3/9/26  
 DRAWN BY: RBB  
 CHK BY: CH  
 CAD FILE: 399-1239A.dwg

PROJECT NAME:  
 LOCATION:  
 NIH PROJECT NUMBER:

MADISON COUNTY COURTHOUSE  
 100 WALLACE STREET  
 VIRGINIA CITY, MONTANA  
 399-1239A

FIG. 3: ACM ABATEMENT LOCATION DRAWING  
SECOND FLOOR

## INVITATION FOR BIDS – MAGNESIUM CHLORIDE

Madison County previously published an Invitation for Bids for the supply and application of magnesium chloride.

- The estimated quantity has been revised from 600 tons to 2,000 tons, more or less, depending on road conditions and budget availability.
- Bidders may submit proposals for specific geographic areas of the county (e.g., individual road districts) rather than the entire total quantity.
- If the awarded contractor is unable to supply and apply the full amount of magnesium chloride as required, the County reserves the right to engage the next lowest responsible bidder to fulfill the remaining quantity.

All other bid terms, deadlines, and submission requirements remain unchanged. Updated bid specifications and forms are available at the Madison County Commissioners Office, and may be requested by calling (406)843-4277 or emailing [madco@madisoncountymt.gov](mailto:madco@madisoncountymt.gov)

Dated this 17th day of March, 2026. Authorized and issued by the Madison County Board of Commissioners.

Invitation for Bids Magnesium Chloride Application:

NOTICE IS HEREBY GIVEN that in accordance with Title VII, Chapter 5, Part 23, MCA 2023, and all acts supplementary and amendatory thereto, the Board of County Commissioners of Madison County, Montana will receive written sealed bids until April 6, 2025 at 10:00 a.m. This project supplies and delivers up to 600 tons of liquid magnesium chloride for dust control and road stabilization on county roads during the 2026 season. Additional fees for multiple delivers should be included in the bid. The product is to be acquired from June 15, 2026 through September 15, 2026.

Specifications and bid packets may be obtained from the Madison County Commissioners Office, located at 111 E Wallace St, Virginia City, MT 59755 or by calling (406) 843-4277.

Sealed bids must be clearly marked “MAG CHLORIDE BID” and will be accepted at the Madison County Commissioners’ Office, PO Box 278, 111 E. Wallace, Virginia City, Montana, 59755, until 10:00 a.m. on Monday, April 6, 2026. Bids will be opened and read publicly during the Board of Commissioners Discussion

meeting. Award will be made on Tuesday, April 7, 2026 during the Board of Commission Regular meeting.

Preferences for resident bidders will be given in accordance to Montana Code Annotated §18-1-102. Madison County reserves the right to reject any or all bids.

Dated this 17<sup>th</sup> day of March, 2026. Authorized and issued by Madison County Board of Commissioners.

Please Publish: 3/26/2026 and 4/2/2026

DRAFT

## **BID PACKET**

### **Supply and Application of Magnesium Chloride**

**Madison County, Montana  
2026 Season**

#### **I. GENERAL INFORMATION**

- **Project Title:** Magnesium Chloride Supply and Application – 2026 Season
- **Contact Information:**  
Madison County Commissioners  
(406) 843-4277  
[madco@madisoncountymt.gov](mailto:madco@madisoncountymt.gov)  
PO Box 278, Virginia City, MT 59755
- **Bid Due Date and Time:**  
Sealed bids must be received by 10:00 am on April 6, 2026, at 111 E Wallace St, Virginia City, MT 59755 or PO Box 278, Virginia City, MT 59755.  
Bids will be opened and read publicly at that time.

#### **II. PROJECT SCOPE & SPECIFICATIONS**

**Purpose:**

To apply magnesium chloride solution to specified county roads for dust abatement and road stabilization.

**Specifications:**

**1. Product:**

- Magnesium Chloride Solution
- Minimum 30% concentration by weight
- Must meet or exceed ASTM D98 and Montana DOT standards for dust control agents

**2. Application:**

- Up to 2000 tons more or less depending on road conditions and budget availability to be delivered and applied
- Application rate to be determined in coordination with the County Road Department
- Product must be evenly applied with calibrated spray equipment
- All equipment must be in good operating condition and capable of controlled distribution
- Work to be coordinated with the County Road Department

**3. Delivery and Application Locations:**

- Various road segments across Madison County

- Bidder may submit proposals for specific geographic areas of the county (e.g., individual road districts) rather than the entire total quantity. If bidding on specific areas only, clearly identify the district(s) covered and provide corresponding unit pricing per ton delivered and applied.
- Contractor to coordinate scheduling and routes with the County Roads Supervisor

### **III. BID SUBMISSION REQUIREMENTS**

Each bid must include:

1. Completed Bid Form (attached)
2. Proof of liability insurance (minimum \$1,000,000 per occurrence)
3. Proof of Workers' Compensation coverage or exemption
4. Material Safety Data Sheet (MSDS) for the mag chloride product

### **IV: AWARD CRITERIA**

Award will be based on:

- Unit cost per ton (delivered and applied)
- Availability and delivery schedule
- Contractor's experience
- Compliance with specifications

**Preferences for resident bidders will be given in accordance to Montana Code Annotated §18-1-102. Madison County reserves the right to reject any or all bids.**

If awarded contractor is unable to supply and apply the full amount of magnesium chloride as required, the County reserves the right to engage the next lowest responsible bidder to fulfill the remaining quantity.

**V. BID FORM**

**Company Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

Item	Estimated Tons	Unit price (\$/Tons)	Extended Total
Magnesium Chloride (Delivered & Applied)			

**Total Bid Amount:**

\$ \_\_\_\_\_

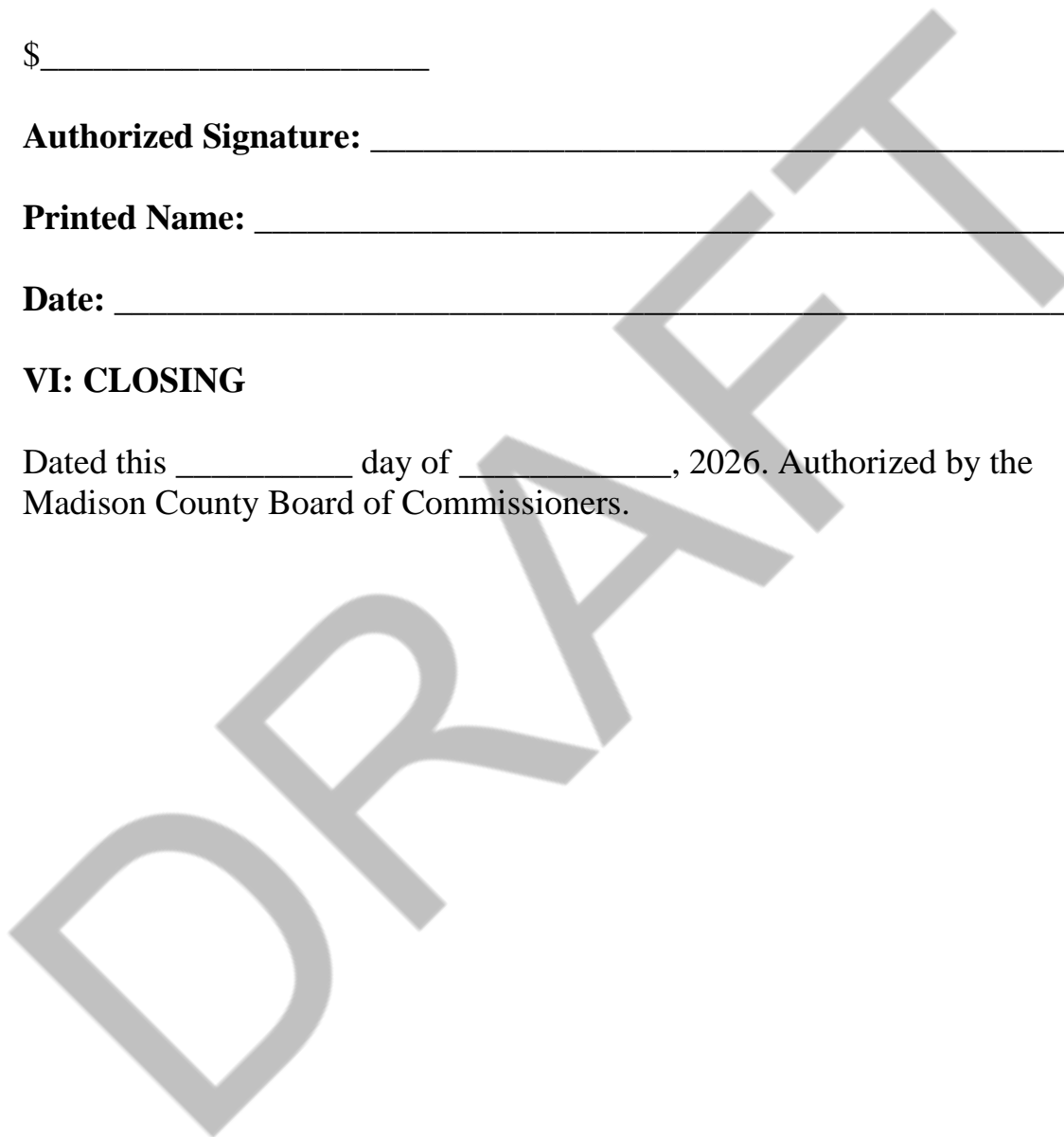
**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**VI: CLOSING**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026. Authorized by the  
Madison County Board of Commissioners.



PO Box 2535  
 Billings, MT 59103  
 Office • 406.245.3128  
 Fax • 406.245.8834



PAVING • GRADING • PAVEMENT MAINTENANCE • ASPHALT • CHIP SEAL • SEAL COAT • CRACK SEAL • SLURRY SEAL TYPE I-II-III

Proposal submitted for:	Madison County Chip Seal	Date:	1/13/2026
		Job Type:	Scrub Seal
		Job Location:	Ennis, MT

We hereby submit a price quote for the following bid items:

	Units	Measure	Unit Cost	Extended
Option 2: Scrub Seal	72,745	SY	\$ 2.75	\$ 200,048.75
	Total Bid =			\$ 200,048.75

- All workmanship and materials guaranteed against failure for one full year.
- 3/8" Chips, Loader, Water and Water Truck, Traffic Control, Striping, and Testing are all excluded from this estimate.
- Estimate includes appropriate state and local taxes.
- Estimate includes PMRE Emulsion and Pre-Scrub Crack Blowing.
- Bonding is not included in price. If Bonding is needed, add 3%.
- Payment based on actual quantities installed on project.
- Schedule must be mutually agreed upon.

**PAYMENT TO BE AS FOLLOWS:  
 WITHIN 30 DAYS OF INVOICE**

We propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:	
<b>**See Above**</b>	
<b>THIS PROPOSAL MAY BE WITHDRAWN BY US, IF NOT ACCEPTED WITHIN 20 DAYS</b>	
All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge order and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This Document also serves as a Right to Lien. This quote is to be part of any sub-contract that is established.	
AUTHORIZED SIGNATURE:	Will Livingston (406) 850-3047
Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	
SIGNATURE:	DATE OF ACCEPTANCE:

Licensed • Bonded • Insured

WWW.HARDRIVES-ASPHALT.COM

hardrives@hardrives-asphalt.com

CERTIFIED DBE CONTRACTOR



OUR REPUTATION HAS BEEN BUILT ONE SATISFIED CLIENT AT A TIME

<b>LEASE AMENDMENT</b>	TO LEASE NO. 57-0325-06-005
ADDRESS OF PREMISES 402 South Main Sheridan, MT 59749	GREX DELEGATION NO.: <b>DMT06266-003</b>

**THIS AMENDMENT** is made and entered into between **Madison County**

whose address is: **110 Wallace St., Virginia City, MT 59755**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to extend the term of the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 12/01/2026 as follows:

**A.** "Lease Term" of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon 12/13/2006 through 11/30/2031, subject to termination and renewal rights as may be hereinafter set forth."

**B.** Rentable Square Footage (RSF) remains 1,493 and ANSI/BOMA Square Footage (ABOA) remains 1,493.

This Lease Amendment contains {11} pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Ronald E. Nye

Name: Bradley Cantrell

Title: Commissioner - Chairman

Title: Lease Contracting Officer

Entity: Madison County

United States Department of Agriculture, USDA

Date: March 17, 2026

Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

- C. “Rent and Other Consideration” is hereby deleted in its entirety and the following is inserted in lieu thereof:

“A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	EFFECTIVE 12/01/2026
	ANNUAL RENT
SHELL RENT	\$ 17,916.00
OPERATING COSTS*	\$ 11,994.00
PARKING	<b>\$ 0.00</b>
<b>ANNUAL RENT</b>	<b>\$ 29,860.00</b>

*Annual Rental Rate (rounded) of \$20.00 per RSF reflects rental rate breakdown as follows:*

*Shell Rent \$12.00 per RSF (rounded)  
Operating Costs \$8.00 per RSF (rounded)  
Parking Costs \$0.00 per RSF (rounded)*

- D. The clauses contained in the attachment “Additional FAR and GSAR Clauses for Lease Extensions and Renewals” are hereby attached to and incorporated into the Lease.
- E. Operating Costs and Tax Adjustment are hereby deleted in their entirety. The operating rent and taxes are no longer subject to annual adjustment.
- F. The Lessor must have an active registration in the System for Award Management (SAM), via the Internet at <https://www.sam.gov/SAM/> prior to the Lease Award Date. Offerors must be registered for purposes of “All Awards,” including completion of all required representations and certifications within SAM. This registration service is free of charge.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**ADDITIONAL FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS**

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

1) 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025 – GSA Class Deviation RFO-2025-40)

As prescribed in 40.205(b), insert the following clause:

Security Prohibitions and Exclusions (Deviation Date)

(a) *Definitions.* As used in this clause—

*American Security Drone Act-covered foreign entity* means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at [HTTPS://WWW.SAM.GOV](https://www.sam.gov) (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Covered article*, as defined in 41 U.S.C. 4713(k), means:

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

FAR and GSAR Clauses for Lease  
Extensions (Dec. 2025)  
Page 3

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*FASC-prohibited unmanned aircraft system* means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

- (1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange,

transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

- (i) Of that equipment; or
  - (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
- (2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
- (3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

*Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Kaspersky Lab-covered article* means any hardware, software, or service that—

- (1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

*Kaspersky Lab-covered entity* means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

*Unmanned aircraft* means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

*Unmanned aircraft system* means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.*

(1) *Prohibition.* The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions.*

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at [HTTPS://HOME.TREASURY.GOV/POLICY-ISSUES/FINANCIAL-SANCTIONS/SPECIALLY-DESIGNATED-NATIONALS-AND-BLOCKED-PERSONS-LIST-SDN-HUMAN-READABLE-LISTS](https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists).

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at [HTTPS://HOME.TREASURY.GOV/POLICY-ISSUES/OFFICE-OF-FOREIGN-ASSETS-CONTROL-SANCTIONS-PROGRAMS-AND-INFORMATION](https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information).

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at [HTTPS://WWW.TRADE.GOV/CONSOLIDATED-SCREENING-LIST](https://www.trade.gov/consolidated-screening-list), which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions.*

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders.*

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at [HTTPS://WWW.SAM.GOV](https://www.sam.gov) to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry.* The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report.*

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at <HTTPS://DIBNET.DOD.MIL>.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report.*

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

- (i) Contract number and order number, if applicable;
- (ii) Name of the covered article or source subject to a FASCSA order;
- (iii) The specific FASCSA order the product or service does not comply with;
- (iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

2) **552.270-33 INTENTIONALLY DELETED**

3) **552.270-34 INTENTIONALLY DELETED**



Madison County also welcomes the opportunity to host state and regional partners during a potential site tour later this year. Providing funders and technical partners with an opportunity to visit Madison County and see priority sites firsthand will help build a better understanding of the opportunities and challenges facing frontier rural communities.

The Board of Commissioners values the partnership between DEQ Brownfields and Headwaters RC&D. Their experience helping rural communities identify environmental barriers, navigate technical resources, and move priority projects forward has already benefited communities across Southwestern Montana.

This effort will also help position Madison County to take advantage of lessons learned through regional Brownfields work underway in Butte–Silver Bow and Deer Lodge. By identifying priority sites and understanding environmental conditions early, Madison County will be better prepared to leverage future state and federal Brownfields investment when opportunities arise.

Thank you for your consideration and for your continued support of rural communities across Montana.

Sincerely,

---

Duke W. Gilman,  
District 1 Commissioner

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Ronald E. Nye, Chairman  
District 2 Commissioner

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William A. Todd,  
District 3 Commissioner

Board of Commissioners, Madison County, Montana

Section I: CDBG recipient information				
CDBG contract number		Request number		Total amount
MT-CDBG-24-PF-01		4		\$ 1,462.25
Name and address of CDBG recipient			Make deposit payable to:	
Madison County PO Box 278 Virginia City, MT 59			Madison Valley Bank PO Box 307 Ennis, MT 59729 Account #****3003 ABA#****1117	
Section II: Financial				
	A	B	C	D
	Amount budgeted	Amount expended prior to this request	Amount requested	Balance remaining after this request
1. Total administration budget	\$ 15,000.00	\$ 7,947.00	\$ 1,462.25	\$ 5,590.75
2. Percent	Percent of total grant 0.021428571	Percent of column A 0.53		
3. Total activity budget	\$ 685,000.00	\$ -		\$ 685,000.00
4. Percent	Percent of total grant 0.978571429	Percent of column A 0.00		
5. Total CDBG grant budget	\$ 700,000.00	\$ 7,947.00	\$ 1,462.25	\$ 690,590.75
			Total amount requested	\$ 1,462.25
Remarks:				
Section III: Local approval				
Please submit request for reimbursements and all supporting documentation and reports to: Montana Department of Commerce, Community MT Division, P.O. Box 200523, Helena, MT 59620-0523				
Date:	Signature:		Title:	
Date:	Countersignature:		Title:	
Section IV: Commerce approval				
Expenditures are reasonable and appropriate Signatures are correct Consistent with preceeding requests and SABHRS Administration does not exceed 10% Budget amendment approved, if applicable			Approved by: Title: Date:	

Montana Department of Commerce

Community Development Block Grant Program



# Project Progress Report

## Community Development Block Grant Program

CDBG grantee	Madison County
Contract number	MT-CDBG-24-PF-01
Request for reimbursement number	Four
Total amount requested	\$1,462.00
Date	March 17, 2026

<b>Administration</b>	
Administration amount requested	\$ 1,462.25
<p>Include the amount and a brief description of each individual administrative/financial related expenditure/invoice that will be paid in whole or in part using CDBG funds. Attach a copy of each invoice. Include summary payroll information for all work performed by the CDBG recipient's employees. At a minimum, include the name, title, date range or date(s) that work was performed, rates charged an hour, total hours worked, activities performed and total amount earned.</p> <p>The request for funds includes a portion of Great West invoice #38671 that was deemed ineligible because the expenses were not "directly related to the administration of the RRG grant." For more information please review the invoice detail for invoice #38671 that was submitted to this report.</p> <p>Additionally, the request also includes \$859.50 associated with grant administration services charged by Great West between January 18, 2026 and February 21, 2026 with invoice #38945. The amount requested from the invoice is \$859.50. A detailed invoice summary for Great West invoice #38945.</p>	



<b>Activity</b>	
Activity amount requested	\$ 0.00
<p>Include the amount and a brief description of each individual construction related expenditure/invoice that will be paid for in whole or in part using CDBG funds. Attach a copy of each invoice. Include summary payroll information for all work performed by the CDBG recipient's employees. At a minimum, include the name, title, time period/date that work was performed, total hours worked, activities performed and total amount earned.</p>	
This area is currently blank, overlaid with a large 'DRAFT' watermark	

**Project status: administration/financial and construction**

Great West Engineering has completed the site survey and geotechnical analysis of the project site. Great West has completed approximately 60% of preliminary design complete. Once preliminary design is finished, Great West will complete the environmental constraints screening. This will help determine if any part of the pivot footprint intersects with the floodplain limits outlined in the FEMA Flood Insurance Rate Map (FIRM) or with jurisdictional wetlands. If impacts to on-site wetlands are found, compliance for both wetlands and floodplains will be evaluated concurrently, following the applicable consolidated 8-step decision-making process.



Provide any other information that appears pertinent, such as anticipated changes in the contract budget, implementation schedule or scope of services. For example, if you anticipate any problems or delays that could affect the project implementation schedule or budget, these should be fully described and discussed well in advance, since a budget adjustment requires prior approval. Finally, indicate any milestones from the implementation schedule that are behind schedule and indicate when they should be completed.

- Great West Engineering will continue preliminary design.
- Plans and specifications are scheduled to be submitted to DEQ and the other funding agencies in May 2026.



Harrison Water & Sewer District  
 Attn: Terri McCarty  
 PO Box 24  
 Harrison, MT 59735

Invoice number 38670  
 Date 01/22/2026  
 Project 1-22161 HARRISON WSD ON-CALL

Professional Services from December 14, 2025 through January 17, 2026

Services on this invoice include a site survey and project management for the phase 2 wastewater system improvements project.

	Amount	
<b>10-13 Task Order No. 3 - Phase 2 WW</b>		
<b>10.1-13 Preliminary Design</b>		
Contract Amount	40,000.00	
Percent Complete	15.88	
Prior Billed	3,500.00	
Total Billed	6,350.00	
		Current Billed <b>2,850.00</b>
<b>10.2-13 Final Design</b>		
Contract Amount	69,000.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00
<b>10.3-13 Bidding and Negotiating</b>		
Contract Amount	15,200.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00
<b>10.4-13 Construction</b>		
Contract Amount	127,000.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00
<b>10.5-13 Post-Construction</b>		
Contract Amount	10,000.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00

		Amount
<b>10.6-13 Resident Project Representative</b>		
Contract Amount	219,000.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
	Current Billed	0.00
	Subtotal	2,850.00
	Total	2,850.00
	Invoice total	<b>2,850.00</b>

**Invoice Summary**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
<b>10-13 Task Order No. 3 - Phase 2 WW</b>							
<b>10.1-13 Preliminary Design</b>	40,000.00	15.88	3,500.00	6,350.00	33,650.00	84.13	2,850.00
<b>10.2-13 Final Design</b>	69,000.00	0.00	0.00	0.00	69,000.00	100.00	0.00
<b>10.3-13 Bidding and Negotiating</b>	15,200.00	0.00	0.00	0.00	15,200.00	100.00	0.00
<b>10.4-13 Construction</b>	127,000.00	0.00	0.00	0.00	127,000.00	100.00	0.00
<b>10.5-13 Post-Construction</b>	10,000.00	0.00	0.00	0.00	10,000.00	100.00	0.00
<b>10.6-13 Resident Project Representative</b>	219,000.00	0.00	0.00	0.00	219,000.00	100.00	0.00
Subtotal	480,200.00	1.32	3,500.00	6,350.00	473,850.00	98.68	2,850.00
Total	480,200.00	1.32	3,500.00	6,350.00	473,850.00	98.68	2,850.00

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
36990	07/25/2025	1,143.95					1,143.95
37269	08/23/2025	1,658.50					1,658.50
37520	09/25/2025	857.55				857.55	
37886	10/23/2025	5,784.00				5,784.00	
38460	12/18/2025	1,500.00		1,500.00			
38670	01/22/2026	2,850.00	2,850.00				
	Total	13,794.00	2,850.00	1,500.00	0.00	6,641.55	2,802.45

Payments are due within 30 days of the invoice date. Invoices that are past-due will incur interest charges. Thank you.

Secure online payment processing for this invoice via ACH or credit card is available at <https://www.billandpay.com/go/greatwesteng>



Harrison Water & Sewer District  
 Attn: Terri McCarty  
 PO Box 24  
 Harrison, MT 59735

Invoice number 38671  
 Date 01/22/2026  
 Project **1-22161 Harrison WSD On-Call**

Professional Services from December 14, 2025 through January 17, 2026

Services on this invoice include grant administration tasks for the phase 2 wastewater system improvements project.

**Task Order No. 3 - Phase 2 WW Grant Administration**

**Phase 2 Grant Administration**

Professional Fees

	Hours	Rate	Billed Amount
Engineer 4			
Austin H. Egan	1.00	187.00	187.00
<i>Funding call</i>			
Certified Grant Writer 2			
Craig R. Erickson	5.00	184.00	920.00
<i>Responded to RFI from funding agency</i>			
<i>Sent CDBG request for funds for Commissioners; phone call with Terri;</i>			
<i>Read project related email; read CDBG grant agreement and sent a copy to District</i>			
<i>Prep for and participate in Madison County Commission meeting.</i>			
<i>Responded to multiple email</i>			
	3.25	191.00	620.75
<i>Phone call with bond counsel</i>			
<i>Preparing draw package for January BOD meeting</i>			
Phase subtotal			<u>1,727.75</u>
Task Order No. 3 - Phase 2 WW Grant Administration subtotal			<u>1,727.75</u>

Invoice total 1,727.75

**Invoice Summary**

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
62-13 TASK ORDER NO. 3 - PHASE 2 WW GRANT ADMINISTRATION				
62.1-13 PHASE 2 GRANT ADMINISTRATION	55,000.00	18,694.90	20,422.65	1,727.75
Total	55,000.00	18,694.90	20,422.65	1,727.75

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
38132	11/14/2025	688.00			688.00		
38462	12/18/2025	2,474.00		2,474.00			



REMIT PAYMENT TO:  
 250 Helen P Clarke St.  
 Helena, MT 59601  
 Phone: (406) 449-8627

Harrison Water & Sewer District  
 Project 1-22161 Harrison WSD On-Call

Invoice number 38671  
 Date 01/22/2026

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
38671	01/22/2026	1,727.75	1,727.75				
	Total	4,889.75	1,727.75	2,474.00	688.00	0.00	0.00

Payments are due within 30 days of the invoice date. Invoices that are past-due will incur interest charges. Thank you.

Secure online payment processing for this invoice via ACH or credit card is available at <https://www.billandpay.com/go/greatwesteng>

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Date	Invoice Number	Phase ID & Description	Employee	Employee Type	Hours	Billed Rate	Billed Amount	Notes
1/9/2026	38671	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	3	\$ 191.00	\$ 573.00	Preparing draw package for January BOD meeting
1/8/2026	38671	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Austin Egan	Engineer 4	1	\$ 187.00	\$ 187.00	Funding call
1/5/2026	38671	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	0.25	\$ 191.00	\$ 47.75	Phone call with bond counsel
12/30/2025	38671	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	0.5	\$ 184.00	\$ 92.00	Responded to multiple email
12/23/2025	38671	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	1.25	\$ 184.00	\$ 230.00	Prep for and participate in Madison County Commission meeting.
12/22/2025	38671	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	1	\$ 184.00	\$ 184.00	Read project related email; read CDBG grant agreement and sent a copy to District
12/18/2025	38671	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	2	\$ 184.00	\$ 368.00	Sent CDBG request for funds for Commissioners; phone call with Terri;
12/17/2025	38671	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	0.25	\$ 184.00	\$ 46.00	Responded to RFI from funding agency
						<b>Total</b>	<b>\$ 1,727.75</b>	



Harrison Water & Sewer District  
 Attn: Terri McCarty  
 PO Box 24  
 Harrison, MT 59735

Invoice number 38944  
 Date 02/26/2026  
 Project 1-22161 HARRISON WSD ON-CALL

Professional Services from January 18, 2026 through February 21, 2026

Services on this invoice include preliminary design tasks such as data collection, site mapping, lagoon sizing and layout, irrigation sizing, preliminary design report, and project management related to the Phase 2 wastewater system improvements project.

	<u>Amount</u>	
<b>10-13 Task Order No. 3 - Phase 2 WW</b>		
<b>10.1-13 Preliminary Design</b>		
Contract Amount	40,000.00	
Percent Complete	60.44	
Prior Billed	6,350.00	
Total Billed	24,175.00	
		Current Billed 17,825.00
<b>10.2-13 Final Design</b>		
Contract Amount	69,000.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00
<b>10.3-13 Bidding and Negotiating</b>		
Contract Amount	15,200.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00
<b>10.4-13 Construction</b>		
Contract Amount	127,000.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00
<b>10.5-13 Post-Construction</b>		
Contract Amount	10,000.00	
Percent Complete	0.00	
Prior Billed	0.00	
Total Billed	0.00	
		Current Billed 0.00

		Amount
<b>10.6-13 Resident Project Representative</b>		
Contract Amount		219,000.00
Percent Complete		0.00
Prior Billed		0.00
Total Billed		0.00
	Current Billed	0.00
	Subtotal	<u>17,825.00</u>
	Total	<u>17,825.00</u>
	Invoice total	<u><u>17,825.00</u></u>

**Invoice Summary**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
<b>10-13 Task Order No. 3 - Phase 2 WW</b>							
<b>10.1-13 Preliminary Design</b>	40,000.00	60.44	6,350.00	24,175.00	15,825.00	39.56	17,825.00
<b>10.2-13 Final Design</b>	69,000.00	0.00	0.00	0.00	69,000.00	100.00	0.00
<b>10.3-13 Bidding and Negotiating</b>	15,200.00	0.00	0.00	0.00	15,200.00	100.00	0.00
<b>10.4-13 Construction</b>	127,000.00	0.00	0.00	0.00	127,000.00	100.00	0.00
<b>10.5-13 Post-Construction</b>	10,000.00	0.00	0.00	0.00	10,000.00	100.00	0.00
<b>10.6-13 Resident Project Representative</b>	219,000.00	0.00	0.00	0.00	219,000.00	100.00	0.00
Subtotal	480,200.00	5.03	6,350.00	24,175.00	456,025.00	94.97	17,825.00
Total	480,200.00	5.03	6,350.00	24,175.00	456,025.00	94.97	17,825.00

**Agging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
36990	07/25/2025	1,143.95					1,143.95
37269	08/23/2025	1,658.50					1,658.50
37520	09/25/2025	857.55					857.55
37886	10/23/2025	5,784.00					5,784.00
38670	01/22/2026	2,850.00		2,850.00			
38944	02/26/2026	17,825.00	17,825.00				
Total		30,119.00	17,825.00	2,850.00	0.00	0.00	9,444.00

Payments are due within 30 days of the invoice date. Invoices that are past-due will incur interest charges. Thank you.

Secure online payment processing for this invoice via ACH or credit card is available at <https://www.billandpay.com/go/greatwesteng>



REMIT PAYMENT TO:  
 250 Helen P Clarke St.  
 Helena, MT 59601  
 Phone: (406) 449-8627

Harrison Water & Sewer District  
 Attn: Terri McCarty  
 PO Box 24  
 Harrison, MT 59735

Invoice number 38945  
 Date 02/26/2026  
 Project **1-22161 Harrison WSD On-Call**

Professional Services from January 18, 2026 through February 21, 2026

Services on this invoice include tasks related to grant administration for the Phase 2 wastewater system improvements project.

**Task Order No. 3 - Phase 2 WW Grant Administration**

**Phase 2 Grant Administration**

Professional Fees

	Hours	Rate	Billed Amount
Project Administrator			
Ki-Ai L. McBride	0.50	158.00	79.00
<i>Project review</i>			
<i>Grant agreement and startup review</i>			
Certified Grant Writer 2			
Craig R. Erickson	6.25	191.00	1,193.75
<i>Discussed project status with Ki-Ai</i>			
<i>Madison County Commission meeting</i>			
<i>February Draw package</i>			
<i>Request for Funds and email correspondence</i>			
<i>Sent CDBG RFF to Madison County; sent RRG RFF to Heidi for submittal to the DNRC; phone call with bond counsel</i>			
<i>Sent draw package to Commerce</i>			
<i>Phone call with Heidi</i>			
Phase subtotal			1,272.75
Task Order No. 3 - Phase 2 WW Grant Administration subtotal			1,272.75
Invoice total			<b>1,272.75</b>

**Invoice Summary**

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
62-13 TASK ORDER NO. 3 - PHASE 2 WW GRANT ADMINISTRATION				
62.1-13 PHASE 2 GRANT ADMINISTRATION	55,000.00	20,422.65	21,695.40	1,272.75
Total	55,000.00	20,422.65	21,695.40	1,272.75

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
38132	11/14/2025	688.00				688.00	
38462	12/18/2025	2,474.00			2,474.00		
38671	01/22/2026	1,727.75		1,727.75			



REMIT PAYMENT TO:  
 250 Helen P Clarke St.  
 Helena, MT 59601  
 Phone: (406) 449-8627

Harrison Water & Sewer District  
 Project 1-22161 Harrison WSD On-Call

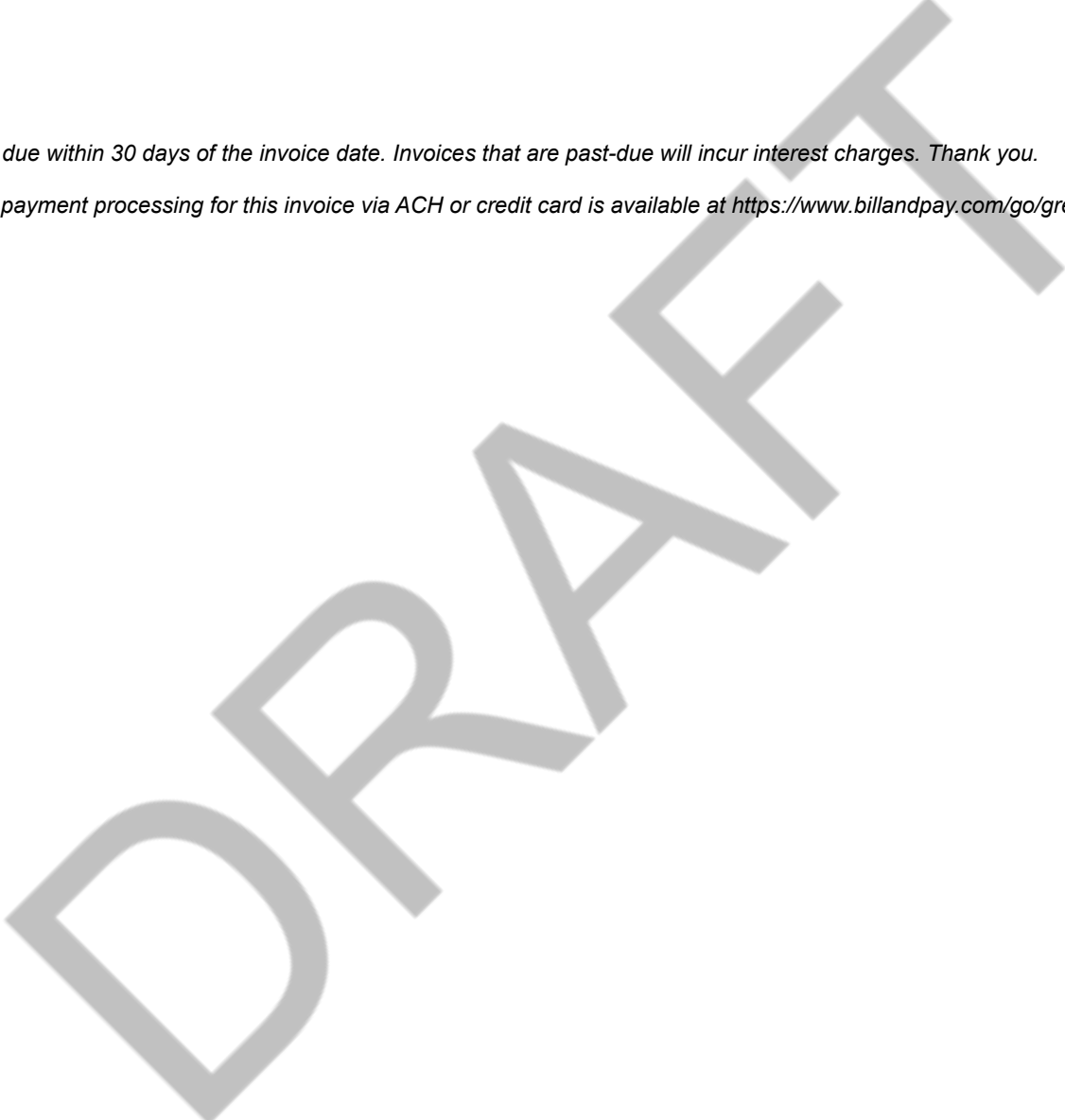
Invoice number 38945  
 Date 02/26/2026

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
38945	02/26/2026	1,272.75	1,272.75				
	Total	6,162.50	1,272.75	1,727.75	2,474.00	688.00	0.00

Payments are due within 30 days of the invoice date. Invoices that are past-due will incur interest charges. Thank you.

Secure online payment processing for this invoice via ACH or credit card is available at <https://www.billandpay.com/go/greatwesteng>



Date	Invoice Number	Phase ID & Description	Employee	Employee Type	Hours	Billed Rate	Billed Amount	Notes
2/20/2026	38945	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	0.25	\$ 191.00	\$ 47.75	Phone call with Heidi
2/19/2026	38945	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	0.25	\$ 191.00	\$ 47.75	Sent draw package to Commerce
2/18/2026	38945	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	1.25	\$ 191.00	\$ 238.75	Sent CDBG RFF to Madison County; sent RRG RFF to Heidi for submittal to the DNRC; phone call with bond counsel
2/7/2026	38945	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Ki-Ai McBride	Project Administrator	0.25	\$ 158.00	\$ 39.50	Grant agreement and startup review
2/6/2026	38945	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	0.5	\$ 191.00	\$ 95.50	February Draw package
2/6/2026	38945	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	1.25	\$ 191.00	\$ 238.75	Request for Funds and email correspondence
1/20/2026	38945	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	2.5	\$ 191.00	\$ 477.50	Madison County Commission meeting
1/19/2026	38945	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Ki-Ai McBride	Project Administrator	0.25	\$ 158.00	\$ 39.50	Project review
1/19/2026	38945	62-13 Task Order No. 3 - Phase 2 WW Grant Administration 62.1-13 Phase 2 Grant Administration	Craig Erickson	Certified Grant Writer 2	0.25	\$ 191.00	\$ 47.75	Discussed project status with Ki-Ai
<b>Total</b>							<b>\$ 1,272.75</b>	

ATTACHMENT B

RECIPIENT Madison County Harrison Water and Sewer District  
 PROJECT TITLE: Phase 2 Wastewater System Improvements

GRANT / LOAN ADMINISTRATION	MCEP	DNRC-RRGL	CDBG	RD-GRANT	RD-LOAN	District	TOTAL
Personnel Cost	\$6,082.45	\$10,000.00	\$15,000.00	\$10,000.00	\$10,257.55	\$3,660.00	\$55,000.00
Legal Costs	\$3,917.55				\$6,082.45		\$10,000.00
Audit Fees				\$30,000.00			\$30,000.00
INTERCAP - Principal & Interest						\$14,340.00	\$14,340.00
BAN Interest					\$3,600.00		\$3,600.00
Interim Interest					\$27,000.00		\$27,000.00
Bond Costs					\$25,000.00		\$25,000.00
							\$0.00
<b>TOTAL ADMINISTRATION</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>	<b>\$15,000.00</b>	<b>\$40,000.00</b>	<b>\$71,940.00</b>	<b>\$18,000.00</b>	<b>\$164,940.00</b>
<b>CONSTRUCTION / PROJECT</b>							
Engineering - Additional Services		\$31,000.00			\$31,000.00		\$62,000.00
Engineering - Basic Services		\$84,000.00			\$378,300.00		\$462,300.00
Engineering - RPR Services				\$77,050.00	\$77,050.00		\$154,100.00
Construction	\$740,000.00		\$685,000.00	\$988,290.00	\$154,710.00		\$2,568,000.00
Contingency				\$388,660.00			\$388,660.00
							\$0.00
<b>TOTAL CONSTRUCTION / PROJECT</b>	<b>\$740,000.00</b>	<b>\$115,000.00</b>	<b>\$685,000.00</b>	<b>\$1,454,000.00</b>	<b>\$641,060.00</b>	<b>\$0.00</b>	<b>\$3,635,060.00</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$750,000.00</b>	<b>\$125,000.00</b>	<b>\$700,000.00</b>	<b>\$1,494,000.00</b>	<b>\$713,000.00</b>	<b>\$18,000.00</b>	<b>\$3,800,000.00</b>
	\$750,000.00	\$125,000.00	\$700,000.00	\$1,494,000.00	\$713,000.00	\$18,000.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Estimate prepared on Feb 24

Geotech	\$	16,225.00
Wetlands	\$	7,500.00
Permitting	\$	5,500.00
<b>Total</b>	<b>\$</b>	<b>29,225.00</b>

SUMMARY OF MATCHING FUNDS

FUNDING SOURCE	AMOUNT
MCEP	\$750,000
DNRC-RRGL	\$125,000
CDBG	\$700,000
RD-GRANT	\$1,494,000
RD-LOAN	\$713,000
District	\$18,000
<b>TOTAL</b>	<b>\$3,800,000</b>

\$2,207,000.00  
 0.6769370185773  
 \$731,000.00  
 19%

Note 1: Transferred \$1,082.45 from Legal to Professional Services in the MCEP budget and moved the same amount from Professional Services to Legal in the RD Loan budget.

GRANT / LOAN ADMINISTRATION	MCEP				DNRC-RRGL				CDBG				RD-GRANT				RD-LOAN				District				Total Budget			
	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Expended	Balance	
Personnel Cost	\$ 6,082.45	\$ 6,082.45	\$ -	\$ -	\$ 10,000.00	\$ 2,130.45	\$ 413.25	\$ 7,456.30	\$ 15,000.00	\$ 7,947.00	\$ 1,462.25	\$ 5,990.75	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,257.55	\$ 3,660.00	\$ 3,660.00	\$ -	\$ -	\$ -	\$ -	\$ 55,000.00	\$ 21,695.40	\$ 33,304.60	
Legal Costs	\$ 3,917.55	\$ -	\$ -	\$ 3,917.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,082.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
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Bond Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
Total Administration Costs	\$ 10,000.00	\$ 6,082.45	\$ -	\$ 3,917.55	\$ 10,000.00	\$ 2,130.45	\$ 413.25	\$ 7,456.30	\$ 15,000.00	\$ 7,947.00	\$ 1,462.25	\$ 5,990.75	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 71,940.00	\$ -	\$ -	\$ 71,940.00	\$ 18,000.00	\$ 3,660.00	\$ -	\$ 14,340.00	\$ 164,940.00	\$ 21,695.40	\$ 143,244.60
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Engineering - Basic Services	\$ -	\$ -	\$ -	\$ -	\$ 84,000.00	\$ 3,500.00	\$ 20,675.00	\$ 59,825.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 378,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 462,300.00	\$ 24,175.00	\$ 438,125.00
Engineering - RPR Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,050.00	\$ -	\$ -	\$ -	\$ 77,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154,100.00	\$ -	\$ 154,100.00
Construction	\$ 740,000.00	\$ -	\$ -	\$ 740,000.00	\$ -	\$ -	\$ 685,000.00	\$ -	\$ 685,000.00	\$ 988,290.00	\$ -	\$ 685,000.00	\$ 988,290.00	\$ 154,710.00	\$ -	\$ -	\$ 988,290.00	\$ 154,710.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,568,000.00	\$ -	\$ 2,568,000.00
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<b>TOTAL PROJECT COSTS</b>	\$ 750,000.00	\$ 6,082.45	\$ -	\$ 743,917.55	\$ 125,000.00	\$ 5,630.45	\$ 21,088.25	\$ 98,281.30	\$ 700,000.00	\$ 7,947.00	\$ 1,462.25	\$ 690,590.75	\$ 1,494,000.00	\$ -	\$ -	\$ -	\$ 1,494,000.00	\$ 713,000.00	\$ -	\$ -	\$ 713,000.00	\$ 18,000.00	\$ 3,660.00	\$ -	\$ 14,340.00	\$ 3,800,000.00	\$ 45,870.40	\$ 3,754,129.60



UNIFORM INVOICE TRACKING SPREADSHEET FOR: Madison County Harrison Water andPhase 2 Wastewater System Improve

DATE:

Vendor's Name	Invoice Number	Invoice Date	Task Description (match budget)	Total Amount of Invoice	Warrant Number	Date Paid	MCEP	#	DNRC-RRGL	#	CDBG	#	RD-GRANT	#	RD-LOAN	#	District	#	Total Amount Paid This Invoice	Notes on Split or Partial Invoices
Great West Engineering	36990	07/25/25	Grant Admin	\$ 2,287.90	2771	12/10/25	\$ 1,143.95	1			\$ -		\$ -		\$ -		\$ 1,143.95	1	\$ 2,287.90	Grant admin costs are split equally so that each source pays for the work related to that grant's administration.
Great West Engineering	37269	08/23/25	Grant Admin	\$ 3,317.00	2771	12/10/25	\$ 1,658.50	1			\$ -		\$ -		\$ -		\$ 1,658.50	1	\$ 3,317.00	Grant admin costs are split equally so that each source pays for the work related to that grant's administration.
Great West Engineering	37520	09/25/25	Grant Admin	\$ 3,232.00	2771	12/10/25	\$ 1,616.00	1	\$ 758.45	1	\$ -		\$ -		\$ -		\$ 857.55	1	\$ 3,232.00	Grant admin costs are so that the RRG funds pay only for work related to that grant's administration.
Great West Engineering	37886	10/23/25	Preliminary Design	\$ 2,000.00	2777	01/14/26	\$ -		\$ 2,000.00	1	\$ -		\$ -		\$ -		\$ -		\$ 2,000.00	
Great West Engineering	37886	10/23/25	Grant Admin	\$ 5,784.00	2777	01/14/26	\$ 1,664.00	2	\$ 460.00	1	\$ 3,660.00	1	\$ -		\$ -		\$ -		\$ 5,784.00	Grant admin costs are so that the RRG funds pay only for work related to that grant's administration.
Great West Engineering	38132	11/14/25	Grant Admin	\$ 1,600.00	2778	01/14/26	\$ -		\$ 912.00	2	\$ 688.00	1	\$ 0.00		\$ 0.00		\$ -		\$ 1,600.00	Grant admin costs are so that the RRG funds pay only for work related to that grant's administration.
Great West Engineering	38460	12/18/25	Preliminary Design	\$ 1,500.00	2786	02/23/26	\$ -		\$ 1,500.00	3	\$ 0.00		\$ 0.00		\$ 0.00		\$ -		\$ 1,500.00	
Great West Engineering	38460	12/18/25	Grant Admin	\$ 2,474.00	2786	02/23/26	\$ -		\$ -		\$ 2,474.00	2	\$ 0.00		\$ 0.00		\$ -		\$ 2,474.00	
Great West Engineering	38670	01/22/26	Preliminary Design	\$ 2,850.00			\$ -		\$ 2,850.00	4	\$ 0.00		\$ 0.00		\$ 0.00		\$ -		\$ 2,850.00	
Great West Engineering	38671	01/22/26	Grant Admin	\$ 1,727.75			\$ -		\$ -		\$ 1,125.00	3	\$ 0.00		\$ 0.00		\$ -		\$ 1,125.00	
Great West Engineering	38944	02/26/26	Preliminary Design	\$ 17,825.00			\$ -		\$ 17,825.00	4	\$ 0.00		\$ 0.00	41	\$ 0.00		\$ -		\$ 17,825.00	
Great West Engineering	38945	02/26/26	Grant Admin	\$ 1,272.75			\$ -		\$ 413.25	4	\$ 859.50	4	\$ 0.00		\$ 0.00		\$ -		\$ 1,272.75	
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<b>Vender</b>	<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Activity</b>	<b>Amount</b>
Great West Engineering	38670	01/22/26	Preliminary Design	\$2,850.00
Great West Engineering	38671	01/22/26	Grant Admin	\$1,727.75
Great West Engineering	38944	02/26/26	Preliminary Design	\$17,825.00
Great West Engineering	38945	02/26/26	Grant Admin	\$1,272.75
			<b>Total</b>	

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<b>DNRC</b>	<b>CDBG</b>
\$2,850.00	
	\$602.75
\$17,825.00	
\$413.25	\$859.50
<b>\$21,088.25</b>	<b>\$ 1,462.25</b>

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There are multiple tabs in this workbook.

**Budget Tab**

Fill in:

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**PROJECT TITLE:**

(Name of the project - sh

**FUNDING SOURCE 1...**

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**Budget Table**

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**Budget Tracking Tab**

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**DNRC Vendor Invoice**

**VENDOR'S NAME AND ADDRESS**

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**Grant Agreement #**

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**Vendor's Signature**

Signature

**Title**

Title of authorized signer

ment receiving the grant)  
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est for reimbursement is submitted. Must match the Vendor Invoice and the Invoice Tracking Tab

rom the Budget Tab (Subrecipient)  
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es the budget tasks (Admin, Engineering, Construction, etc.)  
or pay estimate number.  
time period covered by the invoice  
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of the subrecipient organization that paid the vendor invoice.  
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"Budget Categories" for a DNRC Grant Agreement, outlining what types of costs are eligible for reimbursement under each

### **1. Personnel Costs (Wages & Benefits):**

This covers the money paid to employees for their work on the grant project, including their salaries/wages and related benefits (like payroll taxes, health insurance, retirement contributions, and paid time off).

Rules: These costs must be:

- o Necessary, reasonable, and directly related to the grant project.
- o Comparable to what other organizations pay for similar work.
- o Consistent with the RECIPIENT's own payroll rules.
- o Not charged to any other grant or project.
- o Documented: All personnel costs, including benefits, must be backed up by official payroll records, and time spent on project must be clearly documented (e.g., via timesheets).

[https://dnrc.mt.gov/\\_docs/conservation/CARDD-Training/DNRC-Reimbursement-for-Personnel-Services-Guide-Final.pdf](https://dnrc.mt.gov/_docs/conservation/CARDD-Training/DNRC-Reimbursement-for-Personnel-Services-Guide-Final.pdf).

### **2. Equipment:**

This refers to physical items that cost a significant amount (not specified, but often over \$5,000) and are expected to last more than one year.

Rules:

- o Not always allowed: Some DNRC grant programs don't permit equipment purchases.
- o Requires pre-approval: If allowed, it must be specifically noted in the grant agreement's budget.
- o State/local rules apply: The RECIPIENT must follow all state and local rules for buying and getting rid of (disposing of) equipment.

### **3. Materials or Supplies:**

These are purchases needed for the grant activities that are generally less expensive (under \$5,000) and aren't expected to last long beyond the project's immediate needs (e.g., office supplies, specific project consumables).

### **4. Contracted Professional Services or Construction:**

This covers payments made to outside individuals or companies for services they provide to support the grant project (e.g., consultant, a specialized repair service).

Special Rules for Local Governments using their own labor/equipment for construction:

- o If a local government wants to use its own staff, equipment, or materials for construction projects (like pipe conversion or canal lining), they need special permission.
- o Specific Requirements for Local Governments Doing Their Own Construction:
  - o They must follow all procurement laws when buying construction materials.
  - o They need to show DNRC either that they've done similar projects before or that they have the staff and machinery to complete the work correctly.
  - o They must keep very accurate records of the labor and equipment costs for reimbursement.
  - o A Montana-licensed engineer or surveyor must be present for inspection and project completion.
  - o "As-Built" drawings (showing the project as it was actually built), certified by a licensed Professional Engineer (P.E.), are required as part of the final reports.

General Rule for Construction/Surveying: All construction projects must be designed and inspected by a Montana-licensed professional engineer, and all land surveying must be done by a Montana-licensed land surveyor.



**EXHIBIT "A"**  
**SPECIFIC TASK ORDERS**

March 11, 2026

Madison County  
P.O. Box 278  
Virginia City, MT 59755-0278  
Attn: Commissioners

**Re: Task Order No. 37 – Judy Lane #4 Bridge (JL4) Preliminary Engineering Report and MCEP Grant Application  
Madison County Engineering Services On-Call  
Great West Engineering Project No. 1-21175**

Dear Commissioners:

This letter constitutes *Task Order No. 37* to our *Agreement for Professional Services* dated June 8, 2021, for the above-referenced Project. Great West’s scope of services, schedule of fees, and schedule for completion of these services (“Services”) are as follows:

**See Attachment 1 - Scope of Services**

As compensation for these Services, Client shall pay Great West a lump sum amount of \$30,000 as determined by the *Consultant Agreement*. This amount cannot be exceeded without Client’s written approval.

Please have an authorized representative sign both originals of this letter and return one executed original to Great West at the following address:

Great West Engineering, Inc.  
250 Helen P Clarke Street  
Helena, MT 59601

**Acknowledgment.** This *Task Order No. 37* is agreed to by the parties and is effective as of the date of this letter.

**GREAT WEST ENGINEERING, INC.**

**MADISON COUNTY**

\_\_\_\_\_  
Jeremiah Theys, PE

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Regional Team Manager

\_\_\_\_\_  
Date

**ATTACHMENT 1  
TASK ORDER NO. 37  
SCOPE OF SERVICES  
JUDY LANE #4 BRIDGE (JL4) PRELIMINARY ENGINEERING REPORT AND MCEP GRANT  
APPLICATION**

**GENERAL**

The objective of this agreement is to provide Engineering Services related to the preparation of a preliminary engineering report (PER), and grant application assistance for the Judy Lane #4 Bridge (MDT Bridge No. 03607). If desired, and contingent on procurement of adequate funding, the County may direct the Engineer to proceed with design, bidding and construction administration of the bridge replacement.

The following is a detailed scope of services for the described project with the key elements of each task outlined.

**PHASE I: PREPARE PRELIMINARY ENGINEERING REPORT & GRANT APPLICATION**

- Task 1A – An on-site evaluation will be conducted on the Judy Lane #4 Bridge to identify critical deficiencies. The evaluation will include measurements, photographs, and reporting to supplement the PER. It is assumed that the bridge evaluation will be conducted in one day.
- Task 1B – Great West will prepare a draft PER for the Judy Lane #4 Bridge in accordance with the most current Uniform Preliminary Engineering Analysis for Montana Public Facility Projects outline. Great West will provide information documenting the need for the project and problems to be solved in order that the application may be as competitive as possible. The PER will include a detailed analysis of potential alternatives, a narrative justifying the preferred alternative, and supporting cost estimates.
- Task 1C – Great West will work with the County to prepare an environmental review for the selected bridge and incorporate it into the PER. Based on current MCEP guidelines, a full Environmental Assessment is not required. Great West will contact resource agencies seeking comments on the selected bridge.
- Task 1D – Great West will take the lead in the preparation of the MCEP application. Great West will prepare the contents of the application, with assistance from the County, in order that proposed project may be approved for funding.
- Task 1E – Great West will attend and assist with a public hearing for the PER. It is assumed that a single, joint public hearing will be conducted for the PER and Environmental Review.
- Task 1F – Great West will assist the County in responding to questions and comments received from MCEP during the evaluation and ranking process. Great West will also attend the Legislative Hearing pertaining to the Application.
- Task 1G - An electronic PDF of final documents, tables, and drawings will be forwarded to Madison County for its files.

**SCHEDULE OF FEES**

As compensation for these Services, Client shall pay Great West a lump sum amount of \$30,000.00 as determined by the Consultant Agreement. This amount cannot be exceeded without Client's prior written approval.

*Subsequent Tasks for design, bidding and construction administration will be negotiated following procurement of funding.*

**SCHEDULE FOR COMPLETION**

Great West will begin work on the bridge PER immediately following initiation of the task order. The final PER will be scheduled for completion with the MCEP Grant Application, which is due May 19, 2026.

DRAFT

# MADISON COUNTY PLANNING

P.O. Box 278 • Virginia City, Montana 59755 • Phone (406) 898-4331

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## STAFF REPORT

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To: Madison County Commissioners  
Madison County Clerk & Recorder  
Madison County Sanitarian

From: Cody Marxer, Planning Director

Date: March 12, 2026

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**Subject: Exempt Amended Plat – Family Transfer within Baxter Minor Subdivision Tract 5-A2**

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**Proposal:** The landowner of Tract 5-A2 of Baxter Minor Subdivision seeks to utilize the Family Transfer subdivision exemption (MCA 6-3-207(2)(b)(i)(C)) to divide Tract 5-A2 into two tracts, Tract 1 and Tract 2.

**Location:** The subject property is located southwest of Ennis, adjacent to MT Hwy 287, in the NW ¼ of the NE ¼ and Government Lot 1 of Section 13, Township 6 South, Range 2 West, of Madison County, Montana.

**Current Uses:** Tract 5-A2 is currently developed with one single-family residence.

**Representative:** Margaret Stecker, Skyline Surveying Inc

**Owner:** Matthew Ainsworth

**Exemption Review:** The Exemption Review Board reviewed the proposed Amended Plat on March 4, 2026, and found the proposal and survey to be acceptable and in compliance with all applicable laws and regulations.

**Recommendation:** The proposed Family Transfer subdivision application is in compliance with applicable and adopted local regulations and State statute. It is recommended that the Madison County Commissioners approve and sign the Amended Plat of Baxter Minor Subdivision Tract 5-A2.

CERTIFICATE OF EXEMPTION  
FAMILY TRANSFER SURVEY

I hereby certify that the purpose of this survey is to create a tract of land for transfer of ownership as family gift or sale within a platted subdivision and is exempt from additional subdivision review . . . if the division is gifted or sold to a member of the landowner's immediate family. No prior family gift or sale has been conveyed to JENNY JoANN STAHLA AINSWORTH, spouse (TRACT 1). This exemption complies with all conditions imposed on its use. Therefore this survey is exempt from review as a subdivision pursuant to Section 76-3-207(2)(b)(1)(C), MCA and the Madison County Subdivision Regulations.

TRACT 1 is exempt from Sanitary Restriction Review pursuant to 17.36.605(2)(b) ARM, "a parcel that has a previous approval issued under Title 76, chapter 4, part 1, MCA, if: (i) no facilities other than those previously approved exist or will be constructed on the parcel; and (ii) the division of land will not cause approved facilities to deviate from the conditions of approval, in violation of 76-4-130, MCA

TRACT 2 is exempt from Sanitary Restriction Review pursuant to 17.36.605(2)(a) ARM, "a parcel that has no facilities for water supply, wastewater disposal, storm drainage, or solid waste disposal, if no facilities will be constructed on the parcel."

Dated this \_\_\_ day of \_\_\_\_\_, 2026

MATTHEW ALLEN AINSWORTH

State of \_\_\_\_\_ :ss  
County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2026, by MATTHEW ALLEN AINSWORTH.

Signature of notarial officer

Name - typed, stamped, or printed

Title (and Rank) \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

RECIPIENT STATEMENT

I hereby certify that we approve of becoming the recipient of TRACT 1 on this Certificate of Survey.

Dated this \_\_\_ day of \_\_\_\_\_, 2026

JENNY JOANN STAHLA AINSWORTH

State of \_\_\_\_\_ :ss  
County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2026, by JENNY JOANN STAHLA AINSWORTH.

Signature of notarial officer

Name - typed, stamped, or printed

Title (and Rank) \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

CERTIFICATE OF COUNTY COMMISSIONERS

I, Chairman of the Board of County Commissioners, Madison County, do hereby certify that I have examined this Amended Plat and having found the same to conform to the requirements of the Subdivision and Platting Act, Section 76-3-101 et. seq. MCA, and the Madison County Subdivision Regulations and hereby approve this Amended Plat.

Dated this \_\_\_ day of \_\_\_\_\_, 2026

Chairman, Board of Commissioners  
Madison County, Montana

ATTEST: \_\_\_\_\_

AMENDED PLAT

TRACT 5-A2 OF THE FINAL PLAT OF THE BAXTER  
MINOR SUBDIVISION, BOOK 4 OF PLATS, PAGE 239  
LOCATED IN THE NW1/4 OF THE NE 1/4 AND GOVERNMENT LOT 1 OF  
SECTION 13, T6S, R2W, P.M.M., MADISON COUNTY, MONTANA

FOR: MATTHEW ALLEN AINSWORTH  
PURPOSE: To create a tract of record by family transfer within a platted subdivision.

LEGAL DESCRIPTION

TRACT 5-A2 OF THE FINAL PLAT OF THE BAXTER MINOR SUBDIVISION, BOOK 4 OF PLATS, PAGE 239, located in the NW1/4 of the NE 1/4 and Government Lot 1 of Section 13, T6S, R2W, P.M.M., Madison County, Montana.

Said tract contains 12.53 acres, more or less, and is subject to all easements of record or apparent on the ground.

LEGAL DESCRIPTION OF NEW TRACTS

TRACT 1 OF THE AMENDED PLAT OF THE FINAL PLAT OF THE BAXTER MINOR SUBDIVISION, Book 4 of Plats, Page \_\_\_\_\_, located in the NW1/4 of the NE 1/4 and Government Lot 1 of Section 13, T6S, R2W, P.M.M., Madison County, Montana.

Said tract contains 5.39 acres, more or less, and is subject to all easements of record or apparent on the ground.

TRACT 2 OF THE AMENDED PLAT OF THE FINAL PLAT OF THE BAXTER MINOR SUBDIVISION, of Book 4 of Plats, Page \_\_\_\_\_, located in the NW1/4 of the NE 1/4 and Government Lot 1 of Section 13, T6S, R2W, P.M.M., Madison County, Montana.

Said tract contains 7.14 acres, more or less, and is subject to all easements of record or apparent on the ground.

CERTIFICATE OF CLERK AND RECORDER

STATE OF MONTANA )  
County of Madison )

Filed for record this \_\_\_ day of \_\_\_\_\_, 2026, at o'clock and recorded as Book \_\_\_\_\_ of \_\_\_\_\_, Page \_\_\_\_\_.  
Document # \_\_\_\_\_ Fee: \_\_\_\_\_

County Clerk and Recorder, Madison County, Montana

CERTIFICATE OF SURVEYOR

I, the undersigned, Margaret J. Stecker, Professional Land Surveyor, do hereby certify that between January 30, 2026 and \_\_\_\_\_, 2026, I surveyed this survey and described the same as shown on the accompanying Amended Plat and platted in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625, and the Madison County Subdivision Regulations.

Dated this \_\_\_ day of \_\_\_\_\_, 2026

Margaret J. Stecker #16969 LS  
Skyline Surveying, Inc.

CERTIFICATE OF COUNTY TREASURER

I, Shelly Burke, Treasurer of Madison County, hereby certify that no real property taxes or special assessments assessed and levied on the land described below and encompassed by this survey are delinquent.

See Legal Description of land.

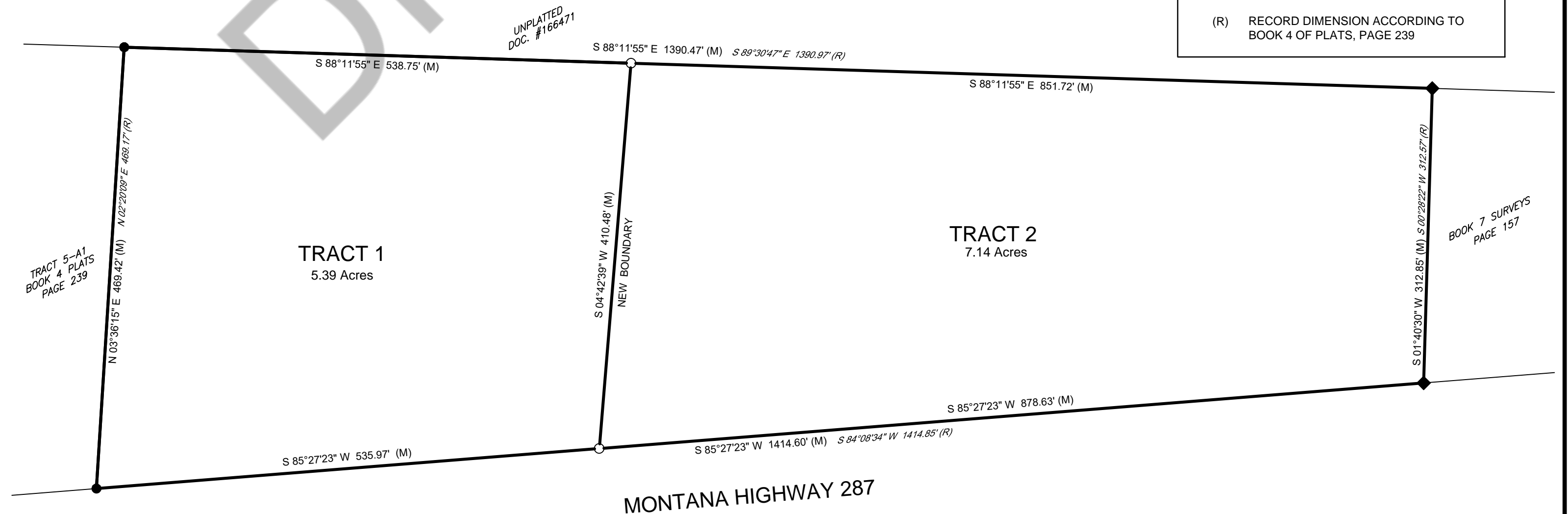
ASSESSOR CODE: 27239410

Dated this \_\_\_ day of \_\_\_\_\_, 2026

Treasurer, Madison County, Montana

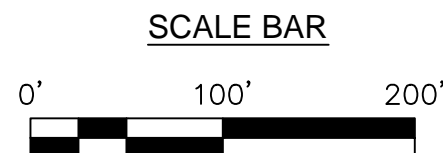
SURVEY NOTES

- 1. IT IS NOT THE INTENT OF THIS SURVEY TO SHOW ALL EXISTING EASEMENTS AND ENCUMBRANCES FOR THE TRACTS BEING SURVEYED.
- 2. THIS DOCUMENT IS CONSIDERED A DRAFT COPY UNLESS SIGNED, DATED AND SEALED BY THE LAND SURVEYOR.



AMENDED PLAT

BASIS OF BEARING  
BEARINGS ARE GRID, DERIVED GPS OBSERVATIONS COLLECTED WITH SURVEY-GRADE RECEIVERS AND REFERENCED TO THE MONTANA COORDINATE SYSTEM, NAD83(1999)  
CONVERGENCE ANGLE = - 1°40'19"



FAMILY TRANSFER SURVEY  
MADISON COUNTY, MONTANA

¼	SEC	T	R
13	6 S	2 W	



DRAWN MJS	DATE 2/17/2026	FAMILY TRANSFER SURVEY
SCALE 1"=100'	SHEET 1 OF 1	PROJECT NO. 1339-001

## **Request for Proposal Madison County Capital Improvements Plan**

Madison County, Montana, a political subdivision of the State of Montana (Madison County), is seeking proposals for services and associated costs related to completing an updated Capital Improvements Plan. Madison County intends to retain one professional engineer individual or engineering firm to provide these services upon the security of funding, with services anticipated to begin no later than November 30, 2026. Madison County does not guarantee any level of workload to the selected individual/firm. Timeline for this project is dependent upon available funding but services are anticipated to begin no later than September 30, 2026.

The most recently adopted 2016 Capital Improvements Plan included an evaluation of 27 facilities, five facility-based departments, five rural improvement districts, 50 bridges, and over 1,200 miles of County roads.

The basic services to be provided may include but are not limited to:

- Prepare an existing conditions inventory of all County infrastructure.
- Lead and engage public outreach.
- Lead and assess County departmental needs for infrastructure and equipment.
- Prepare a thorough summary of County demographic information.
- Lead discussions to identify and prioritize improvements.
- Evaluate funding options and develop a comprehensive funding strategy.
- Develop a capital improvements timeline and implementation plan.
- Support the County in adopting the Capital Improvements Plan.

Responses to the Request for Proposal must include:

1. The individual's/firm's legal name, address, telephone number and principal contact's email and mailing address.
2. A statement of services proposed.
3. The experience, qualifications, and roles of staff who may be assigned.
4. A description of the individual's/firm's prior experience in engineering analysis, GIS mapping, surveying, public outreach/engagement, and document drafting.
5. A description of the individual's/firm's availability to provide services and proposed timeline for completion.
6. A statement of current or potential conflict of interest for providing services within Madison County.
7. The proposed rate to be charged for these services. Also include a separate proposed rate addendum for completing a full PASER rating of all County roads.
8. References from three (3) sources to whom Capital Improvement Plan services have been provided in the past five years. Please include the name, address,

phone number, contact person, a description of the professional services provided, and a link to the completed and adopted Capital Improvements Plan.

All proposals submitted will be evaluated in accordance with the following criteria:

- Related experience in professional Capital Improvement Plan services: 30%
- Qualifications of profession personnel who will be assigned to providing services: 30%
- Recent or current services for Madison County or similar entity: 20%
- Overall quality of the proposal: 15%
- References: 5%

Proposals shall not exceed twenty (20) single-sided pages, excluding any standard business brochure, cover letter, and personnel resumes included. An original and seven (7) copies of the proposal and accompanying documents shall be submitted.

The Madison County Capital Improvement Plan services contract will be offered to the individual/firm with the highest scoring proposal. Selection will be completed no later than May 30, 2026.

Questions and proposal responses should be directed to:

Madison County Board of Commissioners  
PO Box 278  
Virginia City, MT 59755  
(406) 843-4277

Responses must be received in the office of the Madison County Board of Commissioners no later than 4:00 p.m. on April 24, 2026. The response packet should clearly state "Madison County Capital Improvement Plan Proposal".

This Request for Proposal is being made in accordance with State and Federal statutes, which govern the procurement of professional services by local governments. Accordingly, Madison County reserves the right to negotiate a contract based upon fair and reasonable compensation for the scope of work and services proposed. Madison County further reserves the right to reject any and all responses it deems incomplete, insufficient, or inappropriate.

Dated this 17th day of March, 2026.

**RESOLUTION 16-2025**

**A RESOLUTION DECLARING A VEHICLE SURPLUS PROPERTY AND DONATING SUCH VEHICLE TO THE MADISON VALLEY RURAL FIRE DISTRICT**

WHEREAS, Madison County owns a 1976 Chevrolet Van currently assigned to Madison County Emergency Management; and,

WHEREAS, such vehicle is not in operable condition and is not necessary for further use for County purposes; and,

WHEREAS, the Madison Valley Rural Fire District (MVRFD) has expressed interest in obtaining the above-described vehicle for training purposes; and,

WHEREAS, the value of the above-described vehicle is less than \$2,500.00; and,

WHEREAS, the County may, and intends to, donate the above-described vehicle to the MVRFD pursuant to Title 7, chapter 8, part 22 because MVRFD is a County affiliated entity with the power to acquire personal property and the above-described vehicle is surplus property of minimal monetary value to the County.

NOW THEREFORE, BE IT RESOLVED BY THE MADISON COUNTY BOARD OF COMMISSIONERS, that:

1. Madison County's 1976 Chevrolet Van is no longer necessary for County Emergency Management business and is therefore surplus property to the County.
2. The above-described vehicle is hereby donated to MVRFD with any and all right title and interest.

Approved by the Board of Commissioners this 17th Day of March, 2026.

\_\_\_\_\_  
Ronald E. Nye, Chairman

\_\_\_\_\_  
William A. Todd, Commissioner

\_\_\_\_\_  
Duke W. Gilman, Commissioner

Attest:\_\_\_\_\_  
Paula McKenzie  
Clerk and Recorder

**BYLAWS  
OF  
THE MADISON COUNTY MONTANA LOCAL EMERGENCY PLANNING COMMITTEE  
(LEPC)**

**ARTICLE I  
NAME AND PURPOSE**

**Section 1 Name:** The name of this organization shall be the Madison County Local Emergency Planning Committee, hereinafter referred to as the “LEPC”.

**Section 2 Purpose:** The purpose of the LEPC is those set out in the Superfund Amendments and Reauthorization Act (SARA) Title III / of the Emergency Planning and Community Right-to-Know Act (EPCRA) and any other lawful purposes which are assigned to it or permitted by the County Commissioners, and/or the State Emergency Response Commission (SERC) in Montana. In accordance with the intent of the SARA Title III/EPCRA regulations, all Committee activities will be conducted in a manner that encourages input and participation from all segments of the community. The LEPC will develop an all-hazards emergency response and preparedness plan for the jurisdiction in which it represents and establish procedures for conducting its public information and education responsibilities. The plan shall be reviewed and updated as necessary, in accordance with Section 303 of SARA Title III.

The LEPC shall, in addition:

- 1) Receive and process requests for information from the public
- 2) Notify the public of all LEPC meetings or activities
- 3) With the information and reports from facilities operating within the jurisdiction of the LEPC, and analysis of the jurisdiction’s transportation risks, the LEPC will perform an all-hazards analysis
- 4) Establish and maintain a database of hazardous chemical locations and quantities in the jurisdiction
- 5) Establish and maintain a system of data management
- 6) Maintain information on ALL facilities that manufacture, or store, Extremely Hazardous Substances (EHS), and include this information within the emergency response and preparedness plan

The LEPC will establish and notify the public that all meetings, including sub-committee and ad hoc committee meetings, are open to the public. The LEPC will implement such other and related activities as may be legally required by the federal government, the SERC, or the county government in the future.

The LEPC will assess the resources necessary to implement the emergency operations plan and recommend to the appropriate people, agencies, and organizations any additional resources required to execute the plan. The LEPC shall be instrumental in fulfilling the purpose of the Community Right-to-Know laws by increasing the community's protection from exposure to chemicals produced, used, stored, and/or transported within the planning district. The transportation hazards analysis will include risks associated with commercial transportation by rail, highway, aircraft, and water of commerce.

**ARTICLE II  
MEMBERSHIP**

Membership will at all times include, at a minimum, representatives of the groups listed in Section 301 of SARA Title III. This includes equal representation of elected state and local officials, law enforcement, emergency management/DES, firefighting personnel, emergency medical services (EMS) personnel, health personnel, local environmental personnel, hospital personnel, transportation personnel, broadcast

and print media personnel, and owners or operators of local facilities. The members shall be nominated and/or approved in accordance with the LEPC by-laws and/or by the County Commissioners, and will be approved by the SERC. Membership updates will be provided to the SERC annually or whenever there is a change in membership.

**Section 1 Qualification:** The organization shall consist of members nominated and/or approved in accordance with the LEPC by-laws and/or by the County Commissioners, and approved by the SERC for membership in this body. Those people's names shall represent the various professional and community groups as designated by EPCRA. Members of the LEPC shall be residents or conduct business in the jurisdictional area of the LEPC.

**Section 2 Officers:** Officers shall be elected to conduct meetings, appoint subcommittees (not required if not feasible), keep minutes, and otherwise accomplish the work of the committee.

**Section 3 Terms of Office:** The membership of the LEPC, once established, will be for a period of 2 years. Members may be selected to succeed themselves or to move to other positions on the LEPC. No term limits are established for this jurisdiction. The term of office shall be provided in Article III, Section 2.

**Section 4 Vacancies:** Any vacancy occurring in the LEPC by reason of the resignation, death, or disqualification of a member will be filled by appointment in accordance with Article II, Section 1.

**Section 5 Duties:** The LEPC shall assist in establishing emergency planning within the county, including planning emergency responses and public information, as directed by applicable laws and standards.

**Section 6 Meetings:** The LEPC shall meet at least 6 times per year. The Chairperson may call special meetings of the LEPC at any time and place they determine. The Chairperson must call a special meeting of the LEPC upon receipt of a written request from at least two members. The special committees shall meet as the work under their groupings proceeds.

**Section 7 Quorum:** The presence of 5 members from 5 different entities at the opening of the meeting shall constitute a quorum for the transaction of business by the LEPC.

**Section 8 Agenda:** Any member may request that the Chairperson place an item on the meeting agenda. If the Chairperson declines to do so, a member may have an item placed on the agenda by submitting it in writing to the Chairperson, accompanied by the signatures of at least two members of the Committee.

**Section 9 Rules of Order:** The deliberations of all meetings of the LEPC and its subcommittees shall be governed by Robert's Rules of Order, Newly Revised 12<sup>th</sup> Edition.

**Section 11 Notice of Meetings:** A notice of the regular meeting schedule of the LEPC shall be published in a newspaper with regular circulation in Madison County, and on the Madison County website in accordance with SARA Title III (EPCRA). A notice will also be posted in the following Post Offices: Twin Bridges, Sheridan, Alder, Virginia City, Cameron, Ennis, McAllister, Norris, Pony, and Harrison.

### **ARTICLE III** **OFFICERS**

The Officers of the LEPC shall be a Chairperson, Vice-Chairperson, and Information Coordinator, who the committee shall elect as a whole in a manner herein provided. All officers shall be members of the LEPC.

**Section 1 Nomination and Election of Officers:** Before the expiration of the officer's term of service, nomination and election of officers shall occur. Nominations will be accepted from the floor for the positions of Chairperson, Vice-Chairperson, and Information Coordinator. The election shall be by ballot, except that when there is only one nomination for each office, the election may be by voice vote. These officers shall be selected by the majority of the members of the LEPC present and voting at the meeting.

**Section 2 Term of Office:** The term of the officers elected at the original meeting shall expire on December 31<sup>st</sup> 2019. Thereafter, the term of the officers shall be 2 years.

**Section 3 Chairperson:** The Chairperson shall preside at all meetings of the LEPC; shall serve as ex officio member of all committees; and shall perform such duties and acts as necessary to accomplish the goals of the LEPC. The Chairperson shall be empowered to create such other ad hoc committees as required to achieve the objectives of the LEPC.

**Section 4 Vice-Chairperson:** Upon resignation or death or in the absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. The Vice-Chairperson shall perform such other duties as may be assigned by the Chairperson.

**Section 5 Information Coordinator:** The Information Coordinator shall be the custodian of all books, papers, documents, and other property of the LEPC. The Information Coordinator shall maintain an accurate record of the proceedings of all LEPC meetings. Additionally, the Information Coordinator shall attend to the LEPC's business needs and shall maintain an accurate record of all monies received and expended for the LEPC's use.

#### **ARTICLE IV** **SUBCOMMITTEES**

**Section 1 Meetings:** Meetings of the Standing and Ad Hoc Committees may be called by the Chairperson of the LEPC or the Chairperson of the Committee as deemed necessary.

**Section 2 Ad Hoc Committees:** The Chairperson may create Ad Hoc Committees as necessary to perform the LEPC's functions. Chairpersons of Ad Hoc Committees shall be appointed by the LEPC Chairperson.

#### **ARTICLE V** **MISCELLANEOUS PROVISIONS**

**Section 1 Fiscal Year:** The fiscal year shall be considered to run from July 1 to June 30 of the following year.

**Section 2 Indebtedness:** All indebtedness incurred by the LEPC shall be approved by the Chairperson before payment by the Secretary-Treasurer.

**Section 3 Approval of By-Laws:** These bylaws shall take effect upon approval by a majority of those present at the organizational meeting.

#### **ARTICLE VI** **AMENDMENTS**

EPCRA requires that the LEPC "shall establish rules by which the committee shall function. Such rules shall include provisions for public notification of committee activities, public meetings to discuss the

emergency plan, public comments, response to such comments by the committee, and distribution of the emergency plan.” The final rules are attached to these bylaws.

**Section 1 Adoption of Rule; Publication of Proposals:** The LEPC may, as necessary and proper, adopt rules of general application governing the execution of responsibilities under EPCRA and related applicable regulations. Such rules must first be published in proposed form at least 10 days before final adoption by the LEPC. Proposed rules are subject to public comment for a period of 10 days. The LEPC Information Coordinator is encouraged, but not required, to mail notices of the proposed rule-making to interested local government officials, industries, and citizens.

**Section 2 Method of Initiating Proposed Rule-Making:** Any member of the LEPC may recommend the initiation of proposed rule-making. If the LEPC, by majority vote, approves the proposed rule, it shall thereafter proceed to publication as provided in the preceding section.

**Section 3 Method of Adopting Final Rules:** Following the expiration of the 10-day comment period, the LEPC shall review all public comments and prepare a statement that responds to comments and discusses the basis for any appropriate changes to the proposal. The LEPC shall then vote on adopting the proposed rule. If the vote is favorable, the rule shall take effect immediately upon the time and date the notice of adoption is first published.

**Section 4 Notice of Adoption:** Upon adoption of any rule by the LEPC, the Information Coordinator shall also publish the LEPC’s response to comments received and any changes to the proposal made in response to such comments. Publication of the final rule shall be in the same manner as that for the proposed rule.

**Section 5 Emergency Rules:** In emergency circumstances, the LEPC may adopt rules without prior public notice and comment, provided that no such rule will remain in effect for more than 90 days.

## **ARTICLE VII** **TAX EXEMPT STATUS**

Notwithstanding any other provisions of these articles, the association shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by an association, contributions to which are deductible under section 170 (c)(2) of the Internal Revenue Code, or the corresponding provisions of any future federal tax code.

## **FINAL RULES**

**Definitions:** Unless otherwise stated, all terms herein shall be defined in accordance with the definitions provided in Title III of the SARA, PL 99-499 (the “Act”) and regulations adopted in accordance therewith.

### **Public Notification and General Participation:**

- A. All meetings of the LEPC or any subcommittee thereof shall be open to the public, except under circumstances where law permits otherwise. The Chairperson shall afford a reasonable period of time during each regular bi-monthly meeting to accept oral public comments on any aspect of the LEPC's mission or functions.

- B. Not less than once each calendar year, the LEPC shall publish, through print or electronic means, in Madison County a notice that written public comment is invited during thirty days on any aspect of the LEPC's organization, membership, functions, planning process, or purpose. Such notice shall comply in all respects with Section 324(b) of the Act and present a brief explanation of the LEPC's statutory purpose, the location of LEPC minutes and other records, and the name and address of the person designated to receive written comments.

The LEPC shall review all comments received and shall publish, in the manner described in subsection A of this section, responses to significant issues raised in such public comments. Nothing herein shall require the LEPC to respond to every comment received.

**LEPC Participation in the Planning Process:**

- A. Montana Code Annotated (MCA) Title 10, as amended, requires each political subdivision to prepare a local or interjurisdictional disaster and emergency plan and program.

**Public Access to Information:**

- A. In accordance with Section 324 of the Act, all information obtained from an owner or operator pursuant to EPCRA and any requested Tier II form or the Safety Data Sheet (SDS) otherwise in possession of the Committee shall be made available to the person submitting the request under this section, provided upon request of the owner or operator, the Committee shall withhold from disclosure the location of any specific chemical identified in the Tier II form.
- B. All information requested to be photocopied by any member of the public shall be provided at the sole expense of such persons. The cost of such photocopying shall be set from time to time by the Information Coordinator, with the approval of the LEPC, at a level that will enable the LEPC to recover all reasonable expenses associated with processing the request.

Copies of the LEPC bylaws, proposed rules, or rules shall be provided at no charge to the public. However, the Information Coordinator is authorized to recover reasonable photocopying expenses when a single individual or entity requests multiple copies.

**C. Request for Safety Data Sheet (SDS) and Other Non-Confidential Information:**

1. Any person may obtain an SDS with respect to a specific facility by submitting a written request to the LEPC's Information Coordinator.
2. Any person may obtain any other non-confidential information in the possession of the LEPC by submitting a written request to the LEPC's Information Coordinator.
3. If the LEPC does not have in its possession the SDS or other information requested in subsections C1 or C2 of this section, it shall request a submission of the SDS from the owner or operator of the facility that is the subject of the request. The LEPC will make requests only to specific facilities for information that they are required to maintain or collect under applicable law.

**D. Requests for Tier II Information:**

1. Any person may request Tier II information with respect to a specific facility by submitting a written request to the LEPC in accordance with the requirements of this section.
2. If the LEPC does not have in its possession the Tier II information requested in subsection D1 of this section, it shall request a submission of the Tier II form from the owner or operator of the facility that is the subject of the request, provided that the request is from a state or local

official acting in his or her official capacity or the request is limited to hazardous chemicals stored at the facility in an amount in excess threshold planning quantities.

- 3. If the request under subsection D1 of this section does not meet the requirements of subsection D2 of this section, the LEPC may request submission of the Tier II form from the owner or operator of the facility that is the subject of the request if the request under subsection D1 of this section includes a general statement of need.

E. Trade Secrets. Except as provided in this section, all information submitted to the LEPC by facilities pursuant to EPCRA shall be public information. Other than a claim designated in this section, the LEPC will not honor any business confidentially or trade secret claims. Pursuant to Section 312 and Section 214(a) of the Act, the location of specific chemicals requested to be submitted with Tier II information shall be maintained as confidential by the LEPC, provided that a claim of confidentiality is submitted with the information and satisfies all applicable requirements for such claims under EPCRA and any regulations promulgated pursuant to the same. Such information shall be exempt from disclosure by the LEPC permanently or until: An authorized governmental agency, and if applicable, a court or competent jurisdiction, makes a final determination following any appeals that such information is not subject to a valid claim of business confidentiality or trade secret, and the LEPC receives a written notice of such determination.

**THIS DOCUMENTS THE CONSTITUTION AND BY-LAWS OF THE MADISON COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) ADOPTED AT THE REGULAR MEETING OF THE LEPC ON THIS THE 15<sup>th</sup> DAY OF JANUARY, IN THE YEAR 2026.**

Scott McClintic  
LEPC CHAIRPERSON (PRINTED)

  
LEPC CHAIRPERSON SIGNATURE/DATE

Ronald E. Nye  
CHAIRMAN, COUNTY COMMISSIONERS  
(PRINTED)

\_\_\_\_\_  
CHAIRMAN, COUNTY COMMISSIONERS  
SIGNATURE/DATE



March 11, 2026

Re: NorthWestern Energy's 2026 Hebgen Dam Emergency Action Plan (EAP) Tabletop and Functional Exercises Invitation, **May 5<sup>th</sup> and 6<sup>th</sup>, 2026**

Dear Potential Participant:

The Federal Energy Regulatory Commission (FERC) has selected the Hebgen Dam Project to be tested concurrently on the functionality of its Emergency Action Plan (EAP). NorthWestern Energy (NWE) extends this invitation to you and possibly other members of your organization to participate in our upcoming Tabletop and Functional Exercises along with a prior tour of the Madison Dam facility. The 2026 NorthWestern Energy Hebgen Tabletop and Functional Exercises will be conducted in Bozeman, MT at the Best Western Plus GranTree Inn on **May 5<sup>th</sup> and 6<sup>th</sup>, 2026**.

Hebgen Dam is located on Madison River about 15 miles north of West Yellowstone, MT. A Hebgen Dam breach would cover about 150 river miles of Madison and Missouri River and impact mainly Madison, Gallatin, and Broadwater Counties. A tour will be offered at the Madison Dam facility on May 5<sup>th</sup> at 9:00 am prior to the exercises in Bozeman.

All NWE Hebgen Dam EAP plan-holders, as well as other potentially impacted entities, will have the opportunity to participate in the exercises. This provides outside organizations the opportunity to coordinate directly with NWE and with one another. You will be able to have input on how to make the EAP a better working document for all concerned in the unlikely event of a potential or actual failure of Hebgen Dam. It is also an excellent opportunity to utilize the Functional Exercise to "spin off" and test your own Emergency Action Plan.

The **Tabletop** Exercise is a higher-level test than our annual phone drills. It is a discussion that focuses on the EAP, how various agencies and organizations would respond, organizational procedures, and resolves questions that may arise from the discussions. It is a low stress exercise that is not timed or judged but is an ongoing discussion and critique of appropriateness of actions taken and decisions made. It serves as a practice session for the more time-sensitive Functional Exercise held the following day. The Tabletop Exercise will be held on the afternoon of **May 5<sup>th</sup>, 2026**. While most invitees will elect to participate in both exercises, if you are only able to attend one of the exercises we encourage your attendance at the Functional Exercise.

The **Functional** Exercise is the highest-level test without full activation of field personnel. The Functional Exercise will be held on the morning of **May 6<sup>th</sup>, 2026**. The exercise will be restricted to the GranTree Inn facility and will not involve any field activities. It is a simulation of a theoretical dam failure event where simulated phone calls and scripted messages are distributed to *Players* who then respond as they would in a real-life event. Designated *Observers* record the *Players* actions and *Evaluators* determine overall effectiveness of the exercise. Following the exercise, all participants have the opportunity to orally critique the exercise and to comment on

PAGE 2 OF 2

the effectiveness of the Hebgen Dam Emergency Action Plan. Frequently, participants also comment on the effectiveness of their own emergency plans following the exercise experience. The tentative exercise schedule is listed below:

- ✓ Tour: **May 5, 2026** at 9am at Madison Dam  
950 Ennis Lake Road  
Ennis, MT 59729
- ✓ Tabletop: **May 5, 2026** at the GranTree Inn  
Registration & lunch hosted by NWE: 12:15 pm – 1:00 pm  
Exercise: 1:00 pm – 4:45 pm
- ✓ Functional: **May 6, 2026** at the GranTree Inn  
Registration will begin at 7:30 am – Morning refreshments hosted by NWE  
Exercise 8:30 am – 12:15 pm  
Lunch hosted by NWE: 12:15-12:45pm  
Written and oral critique sessions – Approximately 12:45-2:30 pm

A block of rooms has been reserved at the GranTree Inn (406-587-5261) for the evening of May 5th at the rate of \$135.00 plus tax per room. The block of rooms will be held until March 27<sup>th</sup>. Guests can make reservations after March 27<sup>th</sup> while rooms are still available. Please refer to the NorthWestern Energy Hebgen EAP when making a reservation. **The GranTree Inn is located at 1325 N 7<sup>th</sup> Ave in Bozeman, MT.**

Please complete the survey <https://www.surveymonkey.com/r/Y8HMHR2> by April 22, 2026 to let us know who from your organization will be attending. If you prefer, you can also call or email your response to me. If you cannot attend, please designate an alternative participant to describe your organization's emergency response actions for the benefit of the exercise.

We appreciate your participation and look forward to seeing you at the GranTree Inn.

Sincerely,



**Travis D. Gilskey, PE**

*Emergency Action Plan Coordinator*

Travis.Gilskey@northwestern.com

**C** (406) 836-1240

Enclosures:

2026 Madison Dam Tour Agenda

2026 Hebgen Dam EAP Tabletop Exercise Agenda

2026 Hebgen Dam EAP Functional Exercise Agenda

**NWE Madison Development  
2026 EAP Dam Tour Agenda  
May 5, 2026**

Madison Dam  
950 Ennis Lake Road, Ennis, MT 59729

The tour of Madison Dam will begin on Tuesday, May 5<sup>th</sup> at 9:00am. The tour will conclude by 11:00am to allow time for travel to the GranTree Inn in Bozeman for the beginning of the exercises.

Directions to Madison Dam from Bozeman, MT are as follows:

1. Continue on US-191 S towards Four Corners
2. Continue straight onto MT-84 W and continue for 28.8 miles to Norris, MT
3. Turn left onto US-287 S and continue for 9.7 miles
4. Turn left onto N Ennis Lake Road and continue for 4.0 miles
5. Immediately after the bridge, turn left and continue for 3.1 miles to a dead-end at the powerhouse of Madison Dam.

Please wear:

- No open shoes
- No shorts
- No sleeveless shirts (4" minimum sleeves)

We look forward to seeing you at Madison Dam.

***Thank you for your participation!***

**NWE Hebgen Development**  
**2026 EAP Tabletop Exercise Agenda**  
May 5, 2026

GranTree Inn  
1325 N 7<sup>th</sup> Ave, Bozeman, MT 59715

- 12:15 pm      Registration- GranTree Inn  
Lunch at the GranTree Inn - provided by NorthWestern Energy
- 1:00 pm      Introduction, purpose of exercise, discussion of EAP, explanation of Tabletop, differences between Tabletop and Functional to be held tomorrow
- 2:00 pm      Participants take 5-10 minutes to write answers to the following questions:
- ✓ *What is your role in a dam failure at Hebgen?*
  - ✓ *What are your resources in manpower and equipment?*
- Each participant then introduces themselves to the group and orally describes his/her organization's role, responsibilities, and resources. This will be an open forum in which the rest of the group may ask questions to better clarify the roles of each agency.
- 3:00 pm      Break
- 3:10 pm      Tabletop exercise – Scenario is described. Messages are presented to the group in sequence. Players will practice problem solving for emergency situations. It is an opportunity to discuss Hebgen Dam EAP notifications and response procedures and resolve questions throughout the exercise in a low stress atmosphere without time constraints.
- Questions to consider:
- ✓ *Who notifies you? Who do you notify?*
  - ✓ *What are your evacuation responsibilities?*
  - ✓ *What various means of communications do you use?*
  - ✓ *What are the evacuation routes? What are the alternatives?*
  - ✓ *What actions are taken to provide public information during the event?*
- 4:45 pm      Participants take ten to fifteen minutes to complete a written critique of Tabletop Exercise. Resolve any remaining issues or questions before tomorrow's Functional Exercise.

***Thank you for your participation!***

**NWE Hebgen Development  
2026 EAP Functional Exercise Agenda**

May 6, 2026

GranTree Inn  
1325 N 7<sup>th</sup> Ave, Bozeman, MT 59715

- 7:30 am Registration – GranTree Inn  
Breakfast provided by NorthWestern Energy
- 8:30 am Introduction, purpose of exercise, facility description, review exercise roles and rules, review scenario, questions
- 9:00 am Break
- 9:10 am Players proceed to their designated cubicles
- 9:15 am Functional Exercise begins
- 12:15 pm Exercise concludes; lunch at the GranTree Inn provided by NorthWestern Energy
- 12:45 pm Lunch concludes and players return to conference room. Participants take fifteen minutes to complete the written critique located in their folders.
- 1:00 pm Oral critique session begins
- 2:30 pm End of exercise

***Thank you for your participation!***

Lithia Chrysler Jeep  
Dodge Ram Fiat Of  
Helena

Date/Time: 3/11/2025 10:27:34 AM

Buyer: Dave Blank  
Home Phone: (405) 596-1179

Salesperson: Kayla Pennington

2025 Chrysler Pacifica Select TR268800

No Photo  
Available



VIN: 2C4RC3BG4TR268800  
Odometer: 4  
Color: Bright White Clearcoat  
Body Type: Mini-van, Passenger

MSRP/Retail	\$51,280.00
Lithia Discount	\$4,449.09
Selling Price	\$46,830.91
Eligible Rebates	\$3,500.00
Total Savings + Rebate	\$7,949.09
Drive It Now Price	\$43,330.91
Documentation Fee	\$549.00
Title Fee	\$20.09
Amount Financed	\$43,900.00

X \_\_\_\_\_  
Customer Signature                      Date

X \_\_\_\_\_  
Manager Signature                      Date

Lithia Chrysler Jeep  
Dodge Ram Fiat Of  
Helena

Date/Time: 3/11/2026 10:24:43 AM

Buyer: Dave Blank  
Home Phone: (408) 595-1179

Salesperson: Kayla Pennington

2026 Chrysler Pacifica Select TR248310

No Photo  
Available



VIN: 2C4RC3BG8TR248310  
Odometer: 4  
Color: Bright White Clearcoat  
Body Type: Mini-van, Passenger

MSRP/Retail	\$51,395.00
Lithia Discount	\$4,464.09
Selling Price	\$46,930.91
Eligible Rebates	\$3,500.00
Total Savings + Rebate	\$7,964.09
Drive It Now Price	\$43,430.91
Documentation Fee	\$549.00
Title Fee	\$20.09
Amount Financed	\$44,000.00

X

Customer Signature

Date

X

Manager Signature

Date

**Lithia Chrysler Jeep  
Dodge Ram Fiat Of  
Helena**

Date/Time: 3/11/2026 10:36:44 AM

Buyer: Dave Blank  
Home Phone: (406) 596-1179

Salesperson: Kayla Pennington

2026 Chrysler Pacifica Select TR268801

No Photo  
Available



VIN: 2C4RC3BG6TR268801  
Odometer: 4  
Color: Hydro Blue Pearlcoat  
Body Type: Mini-van, Passenger

MSRP/Retail	\$51,775.00
Lithia Discount	\$4,444.09
Selling Price	\$47,330.91
Eligible Rebates	\$3,500.00
Drive It Now Price	\$43,830.91
Documentation Fee	\$549.00
Title Fee	\$20.09
Amount Financed	\$44,400.00

X

Customer Signature

Date

X

Manager Signature

Date

If you have any other questions or need clarification on any of the options, please feel free to reach out. I'm always happy to help

Sincerely,

**Kayla Pennington**

roup - Bozeman

**Cam Jacobson**  
 New and Used Sales Consultant 406-570-5555  
 Office: (406) 582-5555  
 Direct: (406) 582-5551  
 email: cjacobson@billionautogroup.com  
 www.billionautogroup.com



**New 2026 Chrysler Pacifica Select AWD**

Stock: C26-068  
 VIN: 2C4RC3BG2TR188198  
 Odometer:  
 Color: BRIGHT WHITE CLEAR COAT  
 Engine: 3.6L V6  
 Transmission: 9-Speed A/T  
 MPG: 17 city / 25 hwy  
 Style: 4WD Minivans

Sales Person: Cameron Jacobson  
 DMS Number:

**Cash**  
**\$ 44,878.09**

\* Lower Payment Equity Trade Cycle Reduced Carry Cost

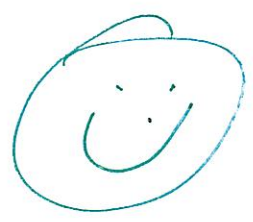
Thank You for being a  
 First Responder!

DRAFT

**CASH DETAILS**

Retail Price	\$ 48,635.00
Discount	(\$ 4,475.00)
<b>NET SELLING PRICE</b>	<b>\$ 44,160.00</b>
Dealer Prep	\$ 299.00
<b>TOTAL VALUE ADDS</b>	<b>\$ 299.00</b>
<b>ADJUSTED SALES PRICE</b>	<b>\$ 44,459.00</b>
Doc Fee	\$ 399.00
TRP Fee	\$ 20.09
<b>TOTAL FEES</b>	<b>\$ 419.09</b>
<b>SALES SUB TOTAL</b>	<b>\$ 44,878.09</b>
<b>FINAL PRICE</b>	<b>\$ 44,878.09</b>

**YOU'RE SAVING \$4,475.00**  
 \$4,475.00 off MSRP



X  
 Customer Signature

X  
 Sales Signature



**BUTTE CHRYSLER JEEP DODGE RAM**

3883 HARRISON AVE  
BUTTE, MT 597016810

**Configuration Preview**

Date Printed: 2026-03-09 5:13 PM    VIN:    Quantity: 1  
Estimated Ship Date:    VON:    Status: BA - Pending order

**Sold to:**  
BUTTE CHRYSLER JEEP DODGE RAM (45772)  
3883 HARRISON AVE  
BUTTE, MT 597016810

**Ship to:**  
BUTTE CHRYSLER JEEP DODGE RAM (45772)  
3883 HARRISON AVE  
BUTTE, MT 597016810

**Vehicle:**    **2026 PACIFICA SELECT AWD (RUFH53)**

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	RUFH53	PACIFICA SELECT AWD	47,790
<b>Package:</b>	27L	Customer Preferred Package 27L	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFH	9-Spd 948TE Auto Trans	0
<b>Paint/Seat/Trim:</b>	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*SJ	Caprice Leatherette Bucket Seats	0
	-X3	Black/Black/Black	0
<b>Options:</b>	NHK	Engine Block Heater	115
	YEP	Manuf Statement of Origin	0
	5N6	Easy Order	0
	171	Zone 71-Los Angeles	0
	4EA	Sold Vehicle	0
<b>Discounts:</b>	YGN	4 Additional Gallons of Gas	0
<b>Destination Fees:</b>			1,995

**Total Price: 49,900**

**Order Type:** Retail    **PSP Month/Week:**  
**Scheduling Priority:** 1-Sold Order    **Build Priority:** 99  
**Salesperson:**  
**Customer Name:**  
**Customer Address:**

**Instructions:**

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.