



YELLOWSTONE FAMILY PARK PLAYGROUND – MLJ10142011 SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this **14** day of **November, 2011**, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “City,” and **Kompan, Inc., of Tacoma, WA** hereinafter referred to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: City agrees to hire Contractor as an independent contractor to perform the services of providing and installing playground equipment and fall protection material described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

2. Effective Date: This Agreement is effective upon the date of its execution and will terminate on May 1, 2012. The parties may extend this agreement, by mutual concurrence, for up to thirty (30) days, in writing prior to its termination.

3. Scope of Work: The Contractor shall perform the services outlined in Exhibit “A”. In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

4. Payment: City agrees to pay Contractor ninety-nine thousand eight hundred sixty-two dollars and ninety cents (\$99,862.90) for the work described in the Scope of Work in Exhibit “A”. Any alteration or deviation from the described work that involves extra costs will be executed only upon **written request** by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

If partial payment is requested by Contractor, it shall be made upon invoice and said estimate being proportioned to the work completed by the Contractor. City shall deduct five percent (5%) from each pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final invoice by the City, and determination has been made by the City that the scope of work has been satisfactorily completed.



5. Independent Contractor Status: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnity and Insurance: Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. **For this purpose, Contractor shall provide City with proof of Commercial General liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$750,000 per claim, and in an amount not less than \$1.5 million per occurrence and naming the City as an additional insured. The insurance must be in a form suitable to City.**

7. Warranty: Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

8. Compliance with Laws: Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.

a. PREVAILING WAGE REQUIREMENTS – MONTANA – BOOKLET ATTACHED (EXHIBIT B)

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of



\$25,000 for construction or non-construction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

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

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

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

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of **construction** services. The booklet containing Montana's **2011** Rates for **Montana Prevailing Wage Rates For Heavy Construction** is attached.

9. Contractors' Gross Receipts Tax: Contractor understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

10. Nondiscrimination: Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option,



terminate this Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. Liaison: City's designated liaison with Contractor is Mark Jarvis, Park Planner and Contractor's designated liaison with City is Eric Wride.

13. Governing Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. Successors and Assigns: Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

16. Ownership of Documents: All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.



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

CITY OF BILLINGS, MONTANA

CONTRACTOR (Print Name Above)

By _____
Thomas W. Hanel, Mayor

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney



EXHIBIT A

SCOPE OF WORK

A. General

This project consists of the component layout, procurement and installation of a playground system including fall zone material at Yellowstone Family Park located at the corner of 54th Street West and Bobby Jones Drive, in Billings, Montana. Work is to include the layout of a play system within the constructed play area boundaries, as well as the installation of commercial grade playground equipment, equipment footings, drainage system and materials, landing mats if needed, sub base material and fall zone material. This project will be the final turnkey step in completing the overall Yellowstone Family Park Construction project. Playground contractor shall coordinate with the general contractor as necessary to provide necessary infrastructure including but not limited to site access, playground sub-grade, drainage sleeving, etc. in preparation for playground installation. Layout of component equipment shall be approved by City's liaison prior to construction. All equipment will be assembled and installed by the Contractor.

The total cost of this project shall include the costs of delivered play system as designed, inclusive of the equipment structures, components, hardware, detailed technical installation instructions and operations & maintenance manuals from manufacturer as submitted in the Sales Proposal, Attachment A.

B. Play System Specifications

1. Age appropriate signage prominently displayed as approved by PRPL and including PRPL logo.
2. Play system must include poured-in-place fall zone material to required minimum depth over play area with subsurface drainage system, drainage fabric and all concrete footings installed per all federal standards.
3. Play system must include landing pads for all equipment as appropriate.
4. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
5. "Green" construction practices and materials are highly desired.
6. Contractor shall coordinate their work with other park construction through owners' construction manager and complete the installation of the playground as outlined in Effective Date as herein described in this agreement.

C. Assembly/Installation and Inspection

1. The play system assembly and installation will be provided and managed by the Contractor. The Contractor must supply direct supervision from manufacturer or supply qualified and certified representative familiar with playground installation. All tools and equipment required to install play equipment shall be provided by the Contractor. Working days will begin as outlined in the Notice to Proceed.
2. An independent Certified Playground Safety Inspector (CPSI) that is mutually agreeable to the City of Billings will be required to conduct a post installation audit and certify that the playground meets all current National Playground Safety Institute (NPSI) standards.
3. Warranty: Upon completion of installation, the Contractor must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the Contractor's responsibility to provide to the City the manufacturer's warranty of installed equipment.

D. Compliance

1. All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines.



Documentation of compliance must be provided to the City by the Contractor. All equipment must comply with Americans with Disabilities Act (ADA).

2. In accordance with MCA 49-3-207, Nondiscrimination Provision in All Public Contracts, the Contractor will ensure that hiring is made based on merit and qualifications and that there will be no discrimination based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin by the persons performing the contract.
3. The Contractor and any persons doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry (DLI) except as listed in MCA 39-9-211. Information on registration can be obtained from the Department of Labor and Industry by calling 1-406-444-7734. The Supplier is required to have registered with the DLI prior to submitting a proposal on this project. ("Bid Only" registration is available for out-of-state Suppliers.) All laborers and mechanics employed by Contractor in performance of this construction work shall be paid wages at rates as may be required by law.
4. The Contractor shall be required as part of a contract to utilize the Montana Davis-Bacon Wage Rates for Heavy Construction effective January 27, 2011 (Prevailing Wage Rates further described in construction contract). Highway Construction wage rates will not apply to this project.

**MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION 2011**

Effective: January 27, 2011

**Brian Schweitzer, Governor
State of Montana**

**Keith Kelly, Commissioner
Department of Labor & Industry**

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates visit ERD at www.mtwagehourbopa.com or contact them at:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 27, 2011

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM) 24.17.501(4) – (4)(a), Public Works Contracts For Construction Services Subject to Prevailing Rates, states: “*Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’*”

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

Federal Davis-Bacon wage rates as published in U.S. Department of Labor General Wage Decision No. MT100001 Modification No.8 have been adopted by the Montana Department of Labor and Industry for use in Heavy Construction projects and are included in this publication. These rates apply statewide or as shown in MT100001 Modification No. 8.

C. Definition of Public Works Contracts

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

D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at **www.mtwagehourbopa.com** or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

E. Rates to Use for Projects

Rates to be used on a public works project are those that are in effect at the time the project and bid specifications are advertised.

F. Wage rate adjustments for multiyear contracts

Section 18-2-417, Montana Code Annotated states:

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

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

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

G. Fringe Benefits

Section 18-2-412 of the Montana Code Annotated states:

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

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

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

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

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

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

H. Apprentices

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

I. Posting Notice of Prevailing Wages

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

J. Employment Preference

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

**MONTANA STATEWIDE PREVAILING
DAVIS-BACON**

Effective: January 27, 2011

HEAVY CONSTRUCTION WAGE RATES

General Wage Determinations Issued Under
The Davis-Bacon and Related Acts

State: Montana

Construction Types: Heavy

Counties: Montana Statewide.

ZONE DEFINITIONS

CARPENTERS, CEMENT MASONS*, LABORERS, AND TRUCK DRIVERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Courthouse of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA, KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

- Zone 1: 0 to 30 miles - Base Pay
- Zone 2: 30 to 60 miles - Base Pay + \$2.95
- Zone 3: Over 60 miles - Base Pay + \$4.70

*CEMENT MASONS ZONES: The above cities plus DILLON, GLASGOW, GLENDIVE, SIDNEY

CARP0028-002 05/01/2009

	Rates	Fringes
Carpenters: (Zone 1)		
Carpenter & Pilebuck	\$23.25	\$8.90
Millwright	\$27.25	\$8.90

CARP0028-004 06/01/2006

	Rates	Fringes
Diver Tender	\$27.27	\$7.80
Diver	\$56.54	\$7.80
DEPTH PAY (Surface Diving)		
050 to 100 feet	\$2.00 per foot	
101 to 150 feet	\$3.00 per foot	
151 to 220 feet	\$4.00 per foot	
221 ft & deeper	\$5.00	

ELEC0044-001 06/01/2010

	Rates	Fringes
Line Construction		
(1) Lineman	\$37.73	4.75% + \$10.61
(2) Equipment Operator	\$25.13	4.75% + \$10.95
(3) Experienced Groundman	\$20.27	4.75% + \$10.33

ELEC0233-001 08/01/2009

BLAINE, BROADWATER, CASCADE, CHOUTEAU, FERGUS, GLACIER, HILL, JUDITH BASIN, LEWIS & CLARK, LIBERTY, MEAGHER, PETROLEUM, PHILLIPS, PONDERA, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES

	Rates	Fringes
ELECTRICIAN	\$27.96	4.75% + \$9.36

ELEC0233-002 08/01/2009

BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL, AND SILVER BOW COUNTIES

	Rates	Fringes
ELECTRICIAN	\$26.10	4.75% + \$10.80

ELEC0532-001 06/01/2010

GALLATIN, PARK, AND SWEET GRASS COUNTIES

	Rates	Fringes
ELECTRICIAN	\$26.61	\$10.27

ELEC0532-003 06/01/2010

BIG HORN, CARBON, CARTER, CUSTER, DANIELS, DAWSON, FALLON, GARFIELD, GOLDEN VALLEY, MCCONE, MUSSELSHELL, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TREASURE, WIBAUX AND YELLOWSTONE COUNTIES

	Rates	Fringes
ELECTRICIAN	\$29.38	1.75% + \$8.39

ELEC0768-001 06/01/2009

FLATHEAD, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS COUNTIES

	Rates	Fringes
ELECTRICIAN	\$27.02	\$10.37

ENGI0400-001 05/01/2009

ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS:

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Courthouse of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA

Zone 1: 0 to 30 miles - Base Pay

Zone 2: 30 to 60 miles - Base Pay + \$3.50

Zone 3: Over 60 miles - Base Pay + \$5.50

	Rates	Fringes
Power Equipment Operator		
(Zone 1)		
Group 1	\$23.47	\$9.50
Group 2	\$23.94	\$9.50
Group 3	\$24.34	\$9.50
Group 4	\$25.00	\$9.50
Group 5	\$25.50	\$9.50
Group 6	\$26.60	\$9.50
Group 7	\$27.10	\$9.50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine, small; Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader under 1 cu yd; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, all except Cranes & Shovels; Pumpman.

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 cu yd; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front-End Loader 1 cu yd to including 5 cu yd; Grade Setter; Heavy Duty Drills, all types; Hoist/Tugger, all; Hydralift & similar; Industrial Locomotive; Motor Patrol, except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot, Self-Propelled; Roller, 25 tons and over; Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant.

GROUP 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel over 3 cu yd; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine/Slip Form Paver; Finish Dozer; Front-end Loader over 5 cu yd; Mechanic/Welder; Pioneer Dozer; Roller, Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, single, twin, or pulling Belly Dump; Yo-Yo Cat.

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

GROUP 5: Cranes, 45 tons to including 74 tons;

GROUP 6: Cranes, 75 tons to including 149 tons; Crane, Whirley (all).

GROUP 7: Cranes, 150 tons to including 250 tons (add \$1.00 for every 100 tons over 250 tons); Crane, Stiff-Leg or Derrick; Helicopter Hoist; Crane, Tower (all).

IRON0014-002 07/01/2009

FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, AND SANDERS COUNTIES

	Rates	Fringes
IRONWORKER	\$25.34	\$16.58

IRON0732-009 06/01/2010

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER	\$25.57	\$17.21

LABO1686-001 05/01/2008

	Rates	Fringes
LABORER (Zone 1)		
Group 1	\$17.14	\$6.72
Group 2	\$20.10	\$6.72
Group 3	\$20.24	\$6.72
Group 4	\$21.00	\$6.72

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: All General Labor Work; 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; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Ripraper; Sealants for concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control Worker.

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker); Laser Equipment; Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power.

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc.

PAIN0260-001 07/01/2002

BLAINE, BROADWATER, CASCADE, CHOUTEAU, DANIELS, FERGUS, GARFIELD, GLACIER, GRANITE (South of a line running East & West through the Southern city limits of PHILLIPSBURG), HILL, JEFFERSON, JUDITH BASIN, LEWIS AND CLARK, LIBERTY, McCONE, MEAGHER, PETROLEUM, PHILLIPS, PONDERA, POWELL (South of a line running East & West through the Southern city limits of HELMSVILLE), RICHLAND, ROOSEVELT, SHERIDAN, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES

	Rates	Fringes
PAINTER	\$13.85	1% + \$3.45

PAIN0260-002 07/01/2002

FLATHEAD, GRANITE (North of a line running East & West through the Southern city limits of PHILLIPSBURG), LAKE, LINCOLN, MINERAL, MISSOULA, POWELL (North of a line running East & West through the Southern city limits of HELMSVILLE), RAVALLI, AND SANDERS COUNTIES

	Rates	Fringes
PAINTER	\$16.85	1% + \$3.45

PAIN1922-001 06/01/2009

BEAVERHEAD, BIG HORN, CARBON, CARTER, CUSTER, DAWSON, DEER LODGE, FALLON, GALLATIN, GOLDEN VALLEY, JEFFERSON, MADISON, MUSSELSHELL, PARK, POWDER RIVER, PRAIRIE, ROSEBUD, SILVER BOW, STILLWATER, SWEET GRASS, TREASURE, WIBAUX, AND YELLOWSTONE COUNTIES

PAINTER
(Industrial, includes industrial plants, tanks, pipes, bridges)

	Rates	Fringes
	\$21.00	\$0.00

PLAS0119-001 05/01/2008

STATEWIDE (except DEER LODGE, JEFFERSON, POWELL, and SILVER BOW COUNTIES)

	Rates	Fringes
CEMENT MASONS: (Zone 1)		
Area 1	\$18.83	\$6.96
Area 2	\$20.24	\$6.86

AREA 1: STATEWIDE (except DEER LODGE, JEFFERSON, POWELL, and SILVER BOW COUNTIES)
AREA 2: DEER LODGE, JEFFERSON, POWELL, AND SILVER BOW COUNTIES

PLUM0030-003 09/01/2009

BIGHORN, BLAINE, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, FALLON, FERGUS, GARFIELD, GOLDEN VALLEY, HILL, JUDITH BASIN, LIBERTY, McCONE, MEAGHER, MUSSELSHELL, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, PRAIRIE. RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TETON, TOOLE, TREASURE, VALLEY, WHEATLAND, WIBAUX AND YELLOWSTONE COUNTIES

	Rates	Fringes
PLUMBER		
Commercial	\$28.25	\$13.40
Industrial – Power Generating Plants	\$30.60	\$13.40

PLUM0041-001 07/01/2010

BEAVERHEAD, BROADWATER, DEER LODGE, GALLATIN, GRANITE, JEFFERSON, LEWIS AND CLARK, MADISON, PARK, POWELL, SILVER BOW, AND SWEET GRASS COUNTIES

	Rates	Fringes
PLUMBER	\$28.25	\$13.05

PLUM0459-001 05/01/2010

FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS

	Rates	Fringes
PLUMBER	\$27.51	\$12.08

TEAM0002-001 05/01/2008

	Rates	Fringes
TRUCK DRIVERS: (Zone 1)		
Group 1	\$ 14.14	\$5.92
Group 2	\$ 18.84	\$5.92

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Pilot Car

GROUP 2: All Combination Trucks and Concrete Mixers; Distributor Driver; All Dry Batch Trucks; Dumpman, Gravel Spreader Box Operator; All Dump Trucks and similar equipment including DW 20, DW 21, or Euclid Tractor; Dumpsters; Flat Trucks; Servicemen; Lowboys, Four-Wheel Trailers; Float Semi-Trailer; Lumber Carriers, Lift Trucks & Fork Lifts; Pick-up Driver hauling material; Powder Truck (Bulk Unloader type); Power Boom; Service Truck Drivers, Fuel Truck Drivers, Tiremen; All Water Tank Drivers; Petroleum Products Drivers; Trucks with Power Equipment such as Winch, A-Frame Truck, Crane, Hydralift, Gout-Crete Truck, and Combination Mulching, Seeding & Fertilizing Truck; Truck Mechanic.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

END OF GENERAL DECISION