



## **SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into \_\_\_\_\_, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **NORTHWEST PLAYGROUND EQUIPMENT, INC.** of PO Box 2410, Issaquah, WA 98027, 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 replace and install new spray equipment at Rose Park Pool, more accurately described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on December 31, 2023. The parties may extend this **AGREEMENT**, by mutual concurrence, for 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. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **PAYMENT:** **CITY** agrees to pay **CONTRACTOR** one hundred six thousand three hundred eighteen dollars and fifty cents (\$106,318.50) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** ½ down payment, with the remainder to be paid upon satisfactory completion of



all services rendered pursuant to this Agreement. Such invoices shall specify the services provided to the **CITY** and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the **CITY** shall pay, net of applicable withholding tax, if any, the **CONTRACTOR** for said invoice within thirty (30) days after receipt.

6. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONTRACTOR** is an independent contractor for purposes of this **AGREEMENT** and may not to be considered an employee of the **CITY** for any purpose. **CONTRACTOR** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONTRACTOR** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONTRACTOR** and any third parties.

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

- A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.
- B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONTRACTOR'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:



- D. Indemnify and hold **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.
- E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

**8. INSURANCE:**

- A. The **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONTRACTOR** shall provide the following insurance:

- Workers' compensation and employer's liability coverage as required by Montana law.
- Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- Automobile liability -- \$1,500,000 per accident.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

**CONTRACTOR** shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONTRACTOR** shall maintain workers'



compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

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

9. **WARRANTY:** **CONTRACTOR** warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".
10. **COMPLIANCE WITH LAWS:** **CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.
11. **PREVAILING WAGE REQUIREMENTS**

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

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

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later



than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract. (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. (3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.

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

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

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

13. **NONDISCRIMINATION:**

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and

Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

- B. The **CONTRACTOR** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The **CONTRACTOR** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CFR 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONTRACTOR'S** legal duty to furnish information.

- C. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

- E. The **CONTRACTOR** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**.
- F. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
14. **DEFAULT AND TERMINATION:** 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**.
15. **LIAISON:** **CITY's** designated liaison for this **AGREEMENT** is Kory Thomson, Recreation Superintendent and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Chris Brummett.
16. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.
17. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
18. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.
19. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this



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

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

**CITY OF BILLINGS, MONTANA**

**NORTHWEST PLAYGROUND  
EQUIPMENT, INC.**

\_\_\_\_\_  
**WILLIAM A. COLE, MAYOR**

\_\_\_\_\_  
**SIGNATURE**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**PRINT NAME**

By \_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

\_\_\_\_\_  
**PRINT TITLE**

**ATTEST:**

\_\_\_\_\_  
**DENISE BOHLMAN, CITY CLERK**



## EXHIBIT A

### Scope of Work

#### SITE ACCESS / PROTECTION

- Place plywood in work area to protect existing pool bottom as much as possible.
- Honeybucket.

#### CLEAR / GRUB / DEMOLITION

- Demolish all hardscape surfaces in limit of work.
- Load and dispose of hardscape materials appropriately.
- Clear and grub all organic material within limit of work.
- Load and dispose of organic materials appropriately.

#### CONCRETE

- Backfill repair area with structural fill (pea gravel).
- Drill and pin #4 rebar grid: 16" O.C.E.W.
- Pour back concrete slab in fixture locations with thickened sections to support pillars. Grey, medium broom finish.
- Supply and install rebar cages for sonotube pillars.
- Set and pour 4 ea 24" x maximum 18", minimum 8" tall sonotubes.
- 

#### TRIM OUT | STARTUP

- Set leveling bases and set cans to grade.
- Pour footing for center fixture as required.
- Plumb cans to existing plumbing within limit of demolition.
- Install fixtures after concrete.
- Start features and adjust controller if necessary.



# Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 313-9194  
Email: sales@nwplayground.com

## QUOTE

*This quote is only valid for 30 days.*

To: City of Billings  
Re: Rose Park Pool - Itemized pricing

Quote # 10192022CB1  
Date: 2/9/2023

Contact Name: Kory Thomson  
Email: [thomsonk@billingsmt.gov](mailto:thomsonk@billingsmt.gov)

Phone: 406-657-8376  
Cell/Fax:

Item #	Qty	Description	Price	Total Price
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### EQUIPMENT

#### Water Odyssey

#### Centerpiece Feature

W121-3	1	Big Buckets™, 3-Arm Assembly, (1) 1-000498-002 embed	\$ 15,595.00	\$ 15,595.00
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#### Smaller Features

C013	1	ColorCast™ Finger Finder, (1) 1-000482-002 embed	\$ 7,891.00	\$ 7,891.00
C017	1	ColorCast™ Half Splash, (1) 1-000482-002 embed	\$ 6,388.00	\$ 6,388.00
C029	1	ColorCast™ Crookett with Magic Flow™ stainless steel jet streams, (1) 1-000482-002 embed	\$ 8,455.00	\$ 8,455.00
W214	1	Turn-A-Round™, designed for 135 Degree Horizontal Swing Splash Zone, (1) 1-000482-002 embed	\$ 7,516.00	\$ 7,516.00

Equipment Subtotal \$ 45,845.00

NASPO Value Point Cooperative Purchasing Discount: NASPO 10.00% \$ (4,584.50)

Freight: \$ 7,968.75

**Equipment Total (less tax) \$ 49,229.25**

### CERTIFIED INSTALLATION

1	Installation of the above components- remove existing equipment and bases, plumb, and re-pour concrete base and columns, install fixtures	\$ 56,036.59
Notes:	Please see details and scope of work in attached email	\$ -
1	1% Montana Public Works	\$ 1,052.66
		\$ -

Installation Total: \$ **57,089.25**

Bond Performance Bond (If Required): 3.0% \$ -  
CC Convenience Fee: Credit Card (If Required): 3.5% \$ -

Location Code: Resale Certificate Required for Tax Exemption: Tax: 0.0% \$ -

**ORDER TOTAL: \$ 106,318.50**

*All quotes are subject to material and fuel surcharges.*

*Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.*

**MONTANA  
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2023**

**Effective: January 14, 2023**

*Greg Gianforte, Governor  
State of Montana*

*Laurie Esau, Commissioner  
Department of Labor & Industry*

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

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

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

**MONTANA PREVAILING WAGE REQUIREMENTS**

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

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

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

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

Laurie Esau  
Commissioner  
Department of Labor and Industry  
State of Montana

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## **A. Date of January 14, 2023**

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

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

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

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

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

## **D. Prevailing Wage Schedule**

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or by contacting the department at (406) 444-6543.

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

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

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

Section 18-2-417, MCA states:

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

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

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

## **G. Fringe Benefits**

Section 18-2-412, MCA states:

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

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

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

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

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

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

## **H. Dispatch City**

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

## **I. Zone Pay**

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

## **J. Computing Travel Benefits**

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

## **K. Per Diem**

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

## **L. Apprentices**

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

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

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

### **N. Employment Preference**

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

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

Section 18-2-408, MCA states:

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

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

### **P. Occupations Definitions**

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

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

### **Q. Welder Rates**

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

### **R. Foreman Rates**

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

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

# WAGE RATES

## BOILERMAKERS

<b>Wage</b>	<b>Benefit</b>
\$34.12	\$31.68

### Duties Include:

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

### Travel:

#### All Districts

0-120 mi. free zone

>120 mi. federal mileage rate/mi.

### Special Provision:

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

### Per Diem:

#### All Districts

0-70 mi. free zone

>70-120 mi. \$65.00/day

>120 mi. \$80.00/day

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## BRICK, BLOCK, AND STONE MASONS

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

### Travel:

0-70 mi. free zone

>70-90 mi. \$60.00/day

>90 mi. \$80.00/day

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## CARPENTERS

<b>Wage</b>	<b>Benefit</b>
\$33.50	\$14.07

### Zone Pay:

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

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## CEMENT MASONS AND CONCRETE FINISHERS

### No Rate Established

### Duties Include:

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

### Zone Pay:

No zone pay established.

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

<b>Wage</b>	<b>Benefit</b>
\$29.11	\$13.80

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

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

### **Zone Pay:**

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

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## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

<b>Wage</b>	<b>Benefit</b>
\$29.70	\$13.80

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

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

### **Zone Pay:**

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

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### CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

<b>Wage</b>	<b>Benefit</b>
\$30.65	\$13.80

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

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

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**Zone Pay:**

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

### CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

<b>Wage</b>	<b>Benefit</b>
\$31.65	\$13.80

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

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

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**Zone Pay:**

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

### CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

<b>Wage</b>	<b>Benefit</b>
\$31.75	\$13.80

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

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

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**Zone Pay:**

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

### CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

<b>Wage</b>	<b>Benefit</b>
\$32.75	\$13.80

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

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

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**Zone Pay:**

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

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

<b>Wage</b>	<b>Benefit</b>
\$33.75	\$13.80

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

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

**Zone Pay:**

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

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

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

**Zone Pay:**

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

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## CONSTRUCTION LABORERS GROUP 2

<b>Wage</b>	<b>Benefit</b>
\$26.40	\$11.82

**Zone Pay:**

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

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

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

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### CONSTRUCTION LABORERS GROUP 3

<b>Wage</b>	<b>Benefit</b>
\$26.07	\$12.44

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

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

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**Zone Pay:**

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

### CONSTRUCTION LABORERS GROUP 4

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

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

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

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**Zone Pay:**

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

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

### DIVER TENDERS

<b>Wage</b>	<b>Benefit</b>
\$43.98	\$17.84

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

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**Zone Pay:**

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

## DIVERS

	<b>Wage</b>	<b>Benefit</b>
Stand-By	\$44.98	\$17.84
Diving	\$89.96	\$17.84

Depth Pay (Surface Diving)

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

Diving In Enclosures

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

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

## ELECTRICIANS

<b>Wage</b>	<b>Benefit</b>
\$36.69	\$16.93

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

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

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.
- >60 mi. \$75.00/day

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## INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

<b>Wage</b>	<b>Benefit</b>
\$41.07	\$19.87

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

**Travel:**  
**All Districts**  
0-30 mi. free zone  
>30-40 mi. \$25.00/day  
>40-50 mi. \$35.00/day  
>50-60 mi. \$50.00/day  
>60 mi. \$60.00/day plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

>60 mi. \$105.00/day on jobs requiring an overnight stay plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

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## IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

<b>Wage</b>	<b>Benefit</b>
\$30.53	\$27.91

**Duties Include:**

Cut, bend, tie, and place rebar.

**Travel:**

0-45 mi. free zone  
>45-60 mi. \$50.00/day  
>60-100 mi. \$75.00/day  
>100 mi. \$95.00/day

**Special Provision:**

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

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## IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

<b>Wage</b>	<b>Benefit</b>
\$30.53	\$27.91

**Duties Include:**

Structural steel erection; assemble prefabricated metal buildings; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

**Travel:**

0-45 mi. free zone  
>45-60 mi. \$50.00/day  
>60-100 mi. \$75.00/day  
>100 mi. \$95.00/day

**Special Provision:**

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

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## LINE CONSTRUCTION – EQUIPMENT OPERATORS

<b>Wage</b>	<b>Benefit</b>
\$37.26	\$17.93

**Duties Include:**

All work on substations

**Travel:**

No Free Zone  
\$60.00/day

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## LINE CONSTRUCTION – GROUNDMAN

<b>Wage</b>	<b>Benefit</b>
\$29.09	\$17.24

**Duties Include:**

All work on substations

**Travel:**

No Free Zone  
\$60.00/day

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## LINE CONSTRUCTION – LINEMAN

<b>Wage</b>	<b>Benefit</b>
\$48.65	\$19.06

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

### Duties Include:

All work on substations

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## MILLWRIGHTS

<b>Wage</b>	<b>Benefit</b>
\$42.58	\$14.57

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

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## PAINTERS

<b>Wage</b>	<b>Benefit</b>
\$25.00	\$0.00

**Travel:**  
No travel or per diem established.

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## PILE BUCKS

<b>Wage</b>	<b>Benefit</b>
\$33.50	\$14.07

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

### Duties Include:

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

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## PILOT CAR DRIVERS

No Rate Established

**Zone Pay:**  
No zone pay established.

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## PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

<b>Wage</b>	<b>Benefit</b>
\$38.56	\$20.61

### Duties Include:

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

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### Travel:

0-70 free zone  
>70 mi.

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

## SPRINKLER FITTERS

<b>Wage</b>	<b>Benefit</b>
\$35.66	\$24.29

### Duties Include:

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

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### Travel

#### All Districts

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

- 0-60 mi. free zone
- >60-80 mi. \$21.00/day
- >80-100 mi. \$31.00/day
- >100 mi. \$115.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle.

#### Per Diem

No per diem is applicable when traveling in employer's vehicle

The following per diem is applicable when traveling in employee's vehicle.

- 0-100 mi. free zone
- >100 mi. \$105.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back.
- >100 mi. \$115.00/day

## TRUCK DRIVERS

	<b>Wage</b>	<b>Benefit</b>
Truck Driver	\$31.28	\$11.96

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

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

**Zone Pay:**

**All Districts**

0-30 mi. free zone

>30-60 mi. base pay + \$3.05/hr.

>60 mi. base pay + \$.485/hr.

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