



# CONTRACT ROUTING FORM

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

K2 Civil, Inc

**PARTY TO THE CONTRACT:** \_\_\_\_\_

Snow Plowing on Local Streets

**PURPOSE OF CONTRACT:** \_\_\_\_\_

\_\_\_\_\_

**PROCUREMENT COMPETED BY:**

Written quotes

Competitive bid

Request for proposals

Cooperative contract \_\_\_\_\_

Contract #

Sole source justification

Other (please describe or N/A):

\_\_\_\_\_

**Requestor:**

Derick Miller

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

Public Works Dept

**Dept:** \_\_\_\_\_

406-657-8354

**Phone #:** \_\_\_\_\_

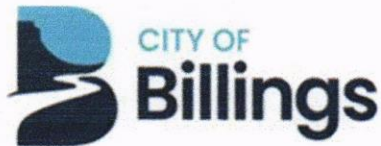
Competition documentation attached  
(i.e. signed quote form, legal ad, sole source form, cooperative contract, etc.)

Insurance certificate(s) attached

Council memo attached 12/9/24

Date of award

Signed by vendor (also check if signing in DocuSign)



## **SNOW PLOWING ON LOCAL STREETS SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into 1/16/2025, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **K2 CIVIL, INC.** of 6611 Trade Center Ave, Billings MT 59101 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE:** CITY agrees to hire **CONTRACTOR** as an independent contractor to **Plow snow on local streets**, more accurately described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on December 30, 2025. The parties may extend this **AGREEMENT**, by mutual concurrence, for two (2) one year terms in writing prior to its termination.
3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **PAYMENT:** CITY agrees to pay **CONTRACTOR** an amount not to exceed \$450,000 in year one for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.



Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** for each snow event for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **CONTRACTOR'S** discretion.

6. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONTRACTOR** is an independent contractor for purposes of this **AGREEMENT** and may not 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**.

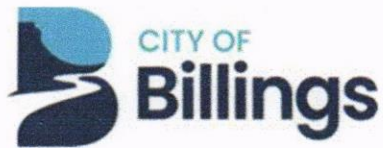
**8. INSURANCE:**

- 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. **COMPLIANCE WITH LAWS:** **CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

10. **NONDISCRIMINATION:**

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

B. The **CONTRACTOR** shall state, in all solicitations or advertisements for



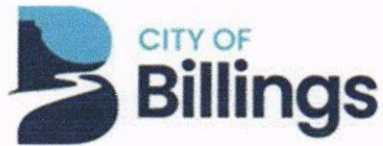
employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

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

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 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.

- 11. **DEFAULT AND TERMINATION:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**. In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.



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

12. **LIAISON:** CITY's designated liaison for this **AGREEMENT** is Debi Meling and CONTRACTOR's designated liaison for this **AGREEMENT** is Jeremiah McGee.
13. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.
14. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONTRACTOR, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
15. **SUCCESSORS AND ASSIGNS:** Neither the CITY nor the CONTRACTOR shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.
16. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the CONTRACTOR in connection with the services rendered under this **AGREEMENT** shall be the property of the CITY whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the CITY at its request and may be used by the CITY as it sees fit. The CITY agrees that if the documents, products and materials prepared by the CONTRACTOR are used for purposes other than those intended by the **AGREEMENT**, the CITY does so at its sole risk and agrees to hold the CONTRACTOR harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the



**CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR's** work product.

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

**CITY OF BILLINGS, MONTANA**

Signed by:  
*William A. Cole*  
2CA14D6423334EE...  
\_\_\_\_\_  
**WILLIAM A. COLE**  
**MAYOR**

\_\_\_\_\_  
**APPROVED AS TO FORM:**

Signed by:  
*Stacy Tenney*  
2A14C149F9746E...  
By \_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

**ATTEST:**

Signed by:  
*Denise Bohlman*  
D300C2210DC34F0...  
\_\_\_\_\_  
**DENISE BOHLMAN, CITY CLERK**

**K2 CIVIL, INC.**  
\_\_\_\_\_  
**BUSINESS NAME (CONTRACTOR)**

Signed by:  
*Jeremiah McGee*  
C1A7EDC48FB444E...  
\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**Jeremiah McGee**  
\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**VICE PRESIDENT**  
\_\_\_\_\_  
**PRINT TITLE**



## EXHIBIT A

### A. Contract Requirements and Specifications

The bidders must be able to provide the following for snow plowing:

- Minimum of 6 – motor graders that are equivalent to the Caterpillar 12m3 AWD (all wheel drive) or Champion 720A with operators, equipped with snow gates.
- The City will supply “Used” snow gates to the successful bidder if requested. All maintenance, repair and upkeep will be the obligation of the successful bidder.
- Single dispatcher available throughout the duration of activated hauling schedule.
- Minimum of 1 Supervisor per shift.
- Safety officer/Supervisor to respond to property damage/complaints daily.
- Additional graders may be used at agreed upon price through mutual agreement.

The Contractor will be responsible to plow all local streets in Billings when an anticipated snow accumulation of five (5) inches or greater occur. The City of Billings has 740 lane miles of local streets. Streets will be plowed to the side, but not hauled. Billings Public Works Department will notify the successful contractor as far in advance as possible of work based on National Weather Service forecast of projected snow accumulation of five (5) inches or greater. The successful bidder will use the snow gates as much as possible to avoid plowing in cross streets, driveways and vehicles parked on the street.

The contractor will be required to staff continuous operation of required equipment/personnel 24 hours a day until completion of work. Sufficient completion of work will be determined by Street/Traffic Superintendent. The contract will be for one (1) year with the option of two (1) year extensions, by mutual agreement.

The maximum budget for the first year of the contract will be \$450,000 and all invoices shall be billed at an hourly rate.

CONTRACTOR has agreed to furnish required equipment and operator to complete all plowing at the following hourly rate:

\$300.00/hour/blade

Contract shall be for a maximum, not-to-exceed, \$450,000 for year one. A budget for additional, renewal years shall be negotiated at a not-to-exceed amount.



Summary of Invitation for Bid

This bid is for the purpose of entering into a contract to Snow Plowing on Local Streets for the City of Billings. The successful bidder agrees to provide the City of Billings with an acceptable level of service and performance and a relationship as determined by the City of Billings.

**INVITATION FOR BID (IFB)**

It is the purpose of this bid to obtain the best quality of work at the lowest possible price to the City of Billings. Consideration will be given for the level of service and ability to meet stated specifications as outlined in the contract documents.

**Name of Good or Service Requested:**

**Snow Plowing on Local Streets**

The lowest bid received for this bid will be awarded to the bidder who has provided the best value to the City of Billings.

Instructions to Bidders

Sealed bids entitled Snow Plowing on Local Streets for the City of Billings Public Works Department, Billings, Montana, will be received by the City of Billings until 2:00 PM (MST) on Tuesday, November 18, 2024.

**Contents:**

- A. Summary of Invitation for Bid
- B. Instructions to Bidders
- C. Contract Requirements and Specifications
- D. Pricing and Addendum
- E. Standard Terms and Conditions
- F. Intent to Respond Form
- G. Questions

**Attachment A – Master Q & A Form**

No bids may be withdrawn after the established time for the opening of bids. Which is 2:00 PM (MST) on Tuesday, November 18, 2024.

The bids received to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period or not to exceed sixty (60) days, and to accept that bid which is in the best interest of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer. The Contractor and subcontractor shall also be by the requirements of 49 CFR 27.141 (CFR 27.141 (a)) which prohibits discrimination against qualified persons on the basis of race, ethnicity, sex, gender, age, disability, and religious beliefs.



**A. Summary of Invitation for Bid**

This bid is for the purpose of entering into a contract for Snow Plowing on Local Streets for the City of Billings. The successful bidder agrees to provide the City of Billings with an acceptable quality of equipment/service, performance and workmanship as determined by the City of Billings.

It is the purpose of this bid to obtain the best quality of equipment/service at the most favorable price to the City of Billings. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods.

**B. Instructions to Bidders**

Sealed bids entitled **Snow Plowing on Local Streets** for the City of Billings' Public Works Department, Billings, Montana, will be received by the City Clerk up until 2:00 PM (MST) on Tuesday, November 19<sup>th</sup>, 2024.

All bids may be submitted to the Billings City Clerk, via email at [bids@billingsmt.gov](mailto:bids@billingsmt.gov) or via mail or delivery at 210 N. 27<sup>th</sup> Street, Billings, MT 59101 (P. O. Box 1178, Billings, MT 59103). Bids will be publicly opened and read aloud via Facebook Live on the City's Facebook page: <https://www.facebook.com/Billings-MT-City-Government-74352842013/>. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding this Snow Hauling may be obtained by contacting Derick Miller via telephone at 406-657-8354 or via email at [millerd@billingsmt.gov](mailto:millerd@billingsmt.gov).

No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday, November 19, 2024.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action



by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

### EXAMINATION OF DOCUMENTS

Before submitting a bid, the bidder shall:

- a. Carefully examine the Standards and Specifications as well as all other attached documents;
- b. Fully inform themselves of the existing conditions and limitations;
- c. Include with the bid sufficient information to cover all items required in the specifications.

### BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are submitted to the office of the City Clerk before 2:00 PM (MST) on Tuesday, November 19, 2024.

### BID MODIFICATIONS

Bids shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this Invitation for Bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected.

### INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify Derick Miller at 4848 Midland Rd. Billings, MT 59101 who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become a portion and part of the contract/agreement upon award. Questions received less than ninety-six (96) hours before the bid opening cannot be answered.

### WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.



**BID PRICE VALID**

Bidder acknowledges that no contractual relationship with the Proposer exists until execution of the resulting contract following City Administration or City Council approval. Because contract approval can be delayed due to scheduling or unforeseen circumstances, the Bidder must honor their pricing and any other terms set forth in the proposal for at least ninety (90) days after the bid due date.

**CERTIFICATION**

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

Any manufacturer's trade names, if used in specifications, are for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

**INSURANCE**

The bidder certifies that it/they shall maintain in good standing the insurance outlined below"

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

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

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

In addition, all policies except Worker's Compensation shall contain a waiver of subrogation against the CITY.

The bidder shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act



of Montana, Title 39, Chapter 71, MCA. Bidder shall maintain workers' compensation insurance coverage for all members and employees of Bidder's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

The certificate will be provided to the City prior to contract execution.

### ELIGIBILITY

The successful bidder will be required to provide copies of the following, or the ability to obtain the following within 15 days of notification of contract award:

- Completed and signed the new vendor forms, if necessary (to be eligible for payment): <http://mtbillings3.civicplus.com/DocumentCenter/View/26004>
- City of Billings Business License: <https://www.billingsmt.gov/981/Business-License-Information>
- Montana Contractor's License: <http://erd.dli.mt.gov/work-comp-regulations/montana-contractor/construction-contractor-registration>
- Certificate of Workman's Compensation or Certificate of Exemption from Workman's Compensation: <http://erd.dli.mt.gov/work-comp-regulations>

### EVIDENCE OF QUALIFICATION

Upon request of the City of Billings, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available or will make available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

- a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) Whether the bidder can perform the contract within time specified.
- d) The quality of performance of previous contracts, agreements and/or performance.
- e) Previous and/or existing compliance by the bidder with laws relating to the contract or services.
- f) Such other information which may be secured having a bearing on the decision to award the contract.



**C. Contract Requirements and Specifications**

The bidders must be able to provide the following for snow plowing:

- Minimum of 6 – motor graders that are equivalent to the Caterpillar 12m3 AWD (all wheel drive) or Champion 720A with operators, equipped with snow gates.
- The City will supply “Used” snow gates to the successful bidder if requested. All maintenance, repair and upkeep will be the obligation of the successful bidder.
- Single dispatcher available throughout the duration of activated hauling schedule.
- Minimum of 1 Supervisor per shift.
- Safety officer/Supervisor to respond to property damage/complaints daily.
- Additional graders may be used at agreed upon price through mutual agreement.

The successful bidder will be responsible to plow all local streets in Billings when an anticipated snow accumulation of five (5) inches or greater occur. The City of Billings has 740 lane miles of local streets. Streets will be plowed to the side, but not hauled. Billings Public Works Department will notify the successful contractor as far in advance as possible of work based on National Weather Service forecast of projected snow accumulation of five (5) inches or greater. The successful bidder will use the snow gates as much as possible to avoid plowing in cross streets, driveways and vehicles parked on the street.

Bidder must bid on an hourly rate for equipment and operator. The successful bidder will be required to staff continuous operation of required equipment/personnel 24 hours a day until completion of work. Sufficient completion of work will be determined by Street/Traffic Superintendent. The contract will be for one (1) year with the option of three (3) one (1) year extensions, by mutual agreement.

The maximum budget for the first year of the contract will be \$450,000 and all invoices shall be billed at an hourly rate.



**D. Pricing and Addendum**

Please bid net prices at which you will agree to furnish required goods or services.

Hourly rate for equipment and operator to complete all plowing:

TOTAL BID PRICE:

Year 1 \$ 300.<sup>00</sup> /HR/BLADE /hour

Year 2 TBD /hour

Year 3 TBD /hour

Contract shall be for a maximum, not-to-exceed, \$450,000 for FY 25. A budget for additional, renewal years shall be negotiated at a not-to-exceed amount.

I/We acknowledge N/A #            addendum.

R2 Civil, Inc.  
Company Name

Montana  
State of Incorporation

Jeremiah McLee  
Contact Name (please print)

V.P.  
Title

[Signature]  
Signature of Contact Position

11/19/24  
Date

**By signing the above, I certify that I am authorized by the Company named above to respond to this request.**



**E. Standard Terms and Conditions**

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Billings. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to



the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

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

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

All materials submitted in response to this IFB become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this IFB will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each bid submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.



F. Intent to Respond Form

Email the following Intent to Respond form to Derick Miller within four (4) days of the Bid Opening date of November 19<sup>th</sup>, 2024 even if your company chooses NOT to participate.

To: City of Billings – Public Works Department
Attn: Derick Miller
Phone: 406-657-8354
Email: millerd@billingsmt.gov

From: Jeremiah McGeer Contact Name
K2 Civil, Inc. Company Name
6611 Trade Center Ave. Company Address
Billings, MT 59101
jeremiahm@k2civilinc.com Email Address
406-325-6001 Phone Number
406-325-6002 Fax Number

Please indicate whether or not you intend to submit a bid on: Snow Plowing on local streets by checking Yes or No.

We intend to respond by the specified due date:

Yes [checked] No

K2 Civil, Inc.
Company Name

11/19/24
Date

Jeremiah McGeer
Contact Name (please print)

V.P.
Title

[Signature]
Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



**G. Questions**

Questions regarding this Invitation for Bids must be sent to the contact person listed in Section B no later than 5 business days prior to due date. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original IFB, the reply will be made in the form of an addendum to the IFB, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Section F).

Supplier must submit their questions via email using the "Master Q & A" form found below (Attachment A), and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable IFB section(s).

**H. Protests**

Any Bidder protest of award recommendations and/or bid specifications must be filed with the Purchasing Agent within seven (7) days of bid opening.

Upon receiving a written protest, the Purchasing Agent, with assistance from the Legal Department, determines if the protest has sufficient merit and if so, schedules an informal hearing with the protesting bidder and the user Department.

At this hearing, all parties discuss the basis of the protest and attempt to resolve the dispute based on fact. If the protesting party is not in agreement with the results of the informal hearing, they may appeal to the City Administrator.



**ATTACHMENT A**

**MASTER Q & A FORM**

**IFB: Snow Plowing on Local Streets**

<b>Master Q&amp;A</b>	Any questions regarding this IFB should be submitted according to the process outlined below and in Section G. The City will make every effort to answer within two (2) days of receiving the questions.
<b>Q&amp;A Process</b>	<ol style="list-style-type: none"> <li>1. Prepare questions or concerns on the template provided.</li> <li>2. Complete the table in full, providing a date for each question and a section of the IFB to reference (if applicable).</li> <li>3. Submit the completed form via email to <a href="mailto:millerd@billingsmt.gov">millerd@billingsmt.gov</a>. Attach associated documents as necessary.</li> </ol> <p>Please contact Derick Miller with any questions regarding this process.</p>

Questions from: \_\_\_\_\_ Company: \_\_\_\_\_

Email Address: \_\_\_\_\_

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				



**Date:** 12/09/2024  
**Title:** Public Works Department FY25 Snow Plowing on Local Streets Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:**  
**Legal Review:**  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends the City Council award the one-year contract with 2 optional one-year extensions for snow plowing on local streets to K2 Civil, Inc at the hourly rate of \$300.00 per hour per blade, not to exceed \$450,000 per year.

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

The City Council approved snow plowing on residential streets by a private contractor in FY18. The City of Billings has 740 lane miles of local streets and does not have the labor or equipment resources to perform the service in-house. The successful bidder will be responsible to plow all local streets in Billings when Public Works staff determines that the plowing is necessary. In general, snow plowing on local streets will be initiated when there is an anticipated snow accumulation of five (5) inches or greater. However, Public Works staff will also take long-term weather forecasts and current conditions of streets into consideration when making the determination.

The bids are for equipment and operators as follows:

- Residential snow plowing to the curb with no hauling of snow
- Minimum of six (6) motor graders that are equivalent to the Caterpillar 12m3 AWD (all wheel drive) or Champion 720A with operators
- City will supply "used" snow gates to the successful bidder if requested. All maintenance, repair and upkeep will be the obligation of the successful bidder.
- Single dispatcher available throughout the duration of activated hauling schedule.
- Minimum of 1 supervisor per shift
- Safety officer/supervisor to respond to property damage/complaints daily.
- Additional graders may be used at agreed upon price through mutual agreement.

The Snow Plowing on Local Streets invitation for bid was advertised on November 1 and 8, 2024 in the Yellowstone County News and on the city's website. Bids were received and opened on November 19, 2024, and two bids were received. K2 Civil, Inc. submitted the lowest responsible bid.

**ALTERNATIVES**

City Council may:

- Approve the contract to K2 Civil, Inc.; or,
- Not Approve the contract, which will result in local streets not being plowed this winter.

**FISCAL EFFECTS**

The City received two bids for snow plowing on local streets as shown below:

Vendor	Hourly price for Equipment and operator Year 1	Hourly price for Equipment and operator Year 2	Hourly price for Equipment and operator Year 3
K2 Civil, Inc	\$300.00	N/A	N/A
Knife River	\$500.00	\$570.00	\$620.00

Snow plowing on local streets is in the approved FY25 budget in the amount of \$450,000.00 using Street Maintenance

District 2 funds.

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## **PREVAILING WAGE REQUIREMENTS – MONTANA – BOOKLET ATTACHED**

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

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

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

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

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

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

**MONTANA  
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2024**

**Effective: January 13, 2024**

*Greg Gianforte, Governor  
State of Montana*

*Sarah Swanson, Commissioner  
Department of Labor & Industry*

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

Employment Relations Division  
Montana Department of Labor and Industry  
P. O. Box 8011  
Helena, MT 59604  
Phone 406-444-6543

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

**MONTANA PREVAILING WAGE REQUIREMENTS**

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

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

All Montana Prevailing Wage Rates are available on the Internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates> or by contacting the department at (406) 444-6543.

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

SARAH SWANSON  
Commissioner  
Department of Labor and Industry  
State of Montana

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**A. Date of Publication January 13,2024**

**B. Definition of Nonconstruction Services Occupations**

Section 18-2-401(9)(a)-(9)(l), MCA defines “nonconstruction services” as “...work performed by an individual, not including management, office, or clerical work, for:

- (a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
- (b) custodial or security services for publicly owned buildings and facilities;
- (c) grounds maintenance for publicly owned property;
- (d) the operation of public drinking water supply, waste collection, and waste disposal systems;
- (e) law enforcement, including janitors and prison guards;
- (f) fire protection;
- (g) public or school transportation driving;
- (h) nursing, nurse’s aid services, and medical laboratory technician services;
- (i) material and mail handling;
- (j) food service and cooking;
- (k) motor vehicle and construction equipment repair and servicing; and
- (l) appliance and office machine repair and servicing.”

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

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

### **D. Prevailing Wage Schedule**

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at [www.mtwagehourbopa.com](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.*

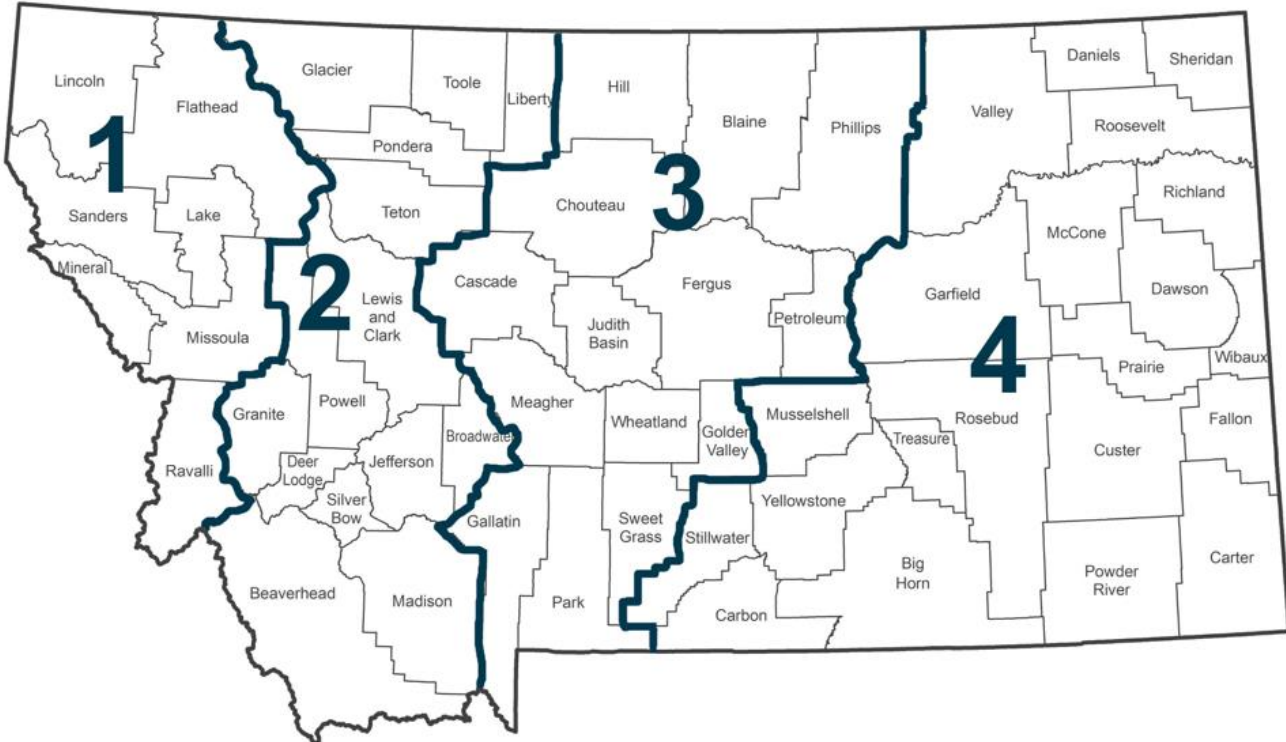
*(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement 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. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

## Montana Prevailing Wage Districts



### I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as “...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

- District 1 – Kalispell and Missoula:** includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;
- District 2 – Butte and Helena:** includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;
- District 3 – Bozeman and Great Falls:** includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;
- District 4 – Billings, Miles City and Sidney:** includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

### J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

### K. Computing Travel Benefits

ARM, 24.17.103(22), states “ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

#### **L. Per Diem**

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

#### **M. Apprentices**

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

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

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

#### **O. Employment Preference**

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

#### **P. Occupations Definitions**

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

#### **Q. Nonconstruction Services Occupations**

##### MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS  
MAINTENANCE AND REPAIR WORKERS (GENERAL)  
STATIONARY ENGINEERS AND BOILER OPERATORS

##### CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS  
JANITORS AND CLEANERS  
PARKING ENFORCEMENT WORKERS  
PARKING LOT ATTENDANTS  
SECURITY AND FIRE ALARM SYSTEMS REPAIRERS  
SECURITY GUARDS

##### GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS  
FOREST AND CONSERVATION TECHNICIANS  
FOREST AND CONSERVATION WORKERS  
FOREST EQUIPMENT OPERATORS  
LANDSCAPING AND GROUNDSKEEPING WORKERS  
MATERIAL MOVING WORKERS (ALL OTHER)  
MEDIUM TRUCK DRIVERS  
PEST CONTROL WORKERS  
PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)  
TREE TRIMMERS AND PRUNERS

OPERATION OF PUBLIC DRINKING WATER SUPPLY,  
WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR TRAILER TRUCK DRIVERS  
LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS  
RECYCLING AND RECLAMATION WORKERS  
REFUSE AND RECYCLABLE MATERIALS COLLECTORS  
SEPTIC TANK SERVICERS AND SEWER PIPE CLEANERS  
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS  
POLICE, FIRE, AND DISPATCHERS  
PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS  
FOREST FIREFIGHTERS

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)  
BUS DRIVERS (TRANSIST AND INTERCITY)  
LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS  
CLINICAL LABORATORY TECHNOLOGISTS AND TECHNICIANS  
EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS  
HOME HEALTH AIDES AND PERSONAL CARE AIDES  
LICENSED PRACTICAL NURSES  
MEDICAL ASSISTANTS  
NURSE PRACTITIONERS  
NURSING ASSISTANTS  
ORDERLIES  
PHYSICIANS ASSISTANTS  
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE AND COOKING

COOKS (INSTITUTION AND CAFETERIA)  
FOOD PREPARATION AND SERVING RELATED WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS  
BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS  
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS  
COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS  
COMPUTER USER SUPPORT SPECIALISTS

# WAGE RATES

## MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

### ELEVATOR REPAIRERS

	Wage	Benefit
District 1	\$62.25	\$45.24
District 2	\$62.25	\$45.24
District 3	\$62.25	\$45.24
District 4	\$62.25	\$45.24

**Travel:**

**All Districts**

0-15 mi. free zone  
 >15-25 mi. \$49.73/day  
 >25-35 mi. \$99.45/day  
 >35 mi. \$112.90/day

**Special Provision:**

.93/mile when added to amounts above if using employee vehicle.

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### MAINTENANCE AND REPAIR WORKERS (GENERAL)

	Wage	Benefit
District 1	\$22.20	\$7.57
District 2	\$19.55	\$8.49
District 3	\$22.03	\$8.94
District 4	\$21.20	\$8.88

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### STATIONARY ENGINEERS AND BOILER OPERATORS

	Wage	Benefit
District 1	\$21.64	\$8.33
District 2	\$20.53	\$7.75
District 3	\$20.53	\$7.75
District 4	\$21.64	\$8.33

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## CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

### ENVIRONMENTAL SERVICES WORKERS

	Wage	Benefit
District 1	\$17.82	\$5.76
District 2	\$23.02	\$6.30
District 3	\$17.41	\$7.00
District 4	\$15.36	\$3.52

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## JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$17.99	\$8.51
District 2	\$17.93	\$8.06
District 3	\$18.89	\$6.33
District 4	\$16.76	\$7.20

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## PARKING ENFORCEMENT WORKERS

No Rate Established

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## PARKING LOT ATTENDANTS

No Rate Established

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## SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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## SECURITY GUARDS

	Wage	Benefit
District 1	\$22.11	\$2.78
District 2	\$17.13	\$0.38
District 3	\$18.25	\$0.38
District 4	\$15.00	\$4.19

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## GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

### FALLERS

No Rate Established

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## FOREST AND CONSERVATION TECHNICIANS

No Rate Established

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## FOREST AND CONSERVATION WORKERS

	Wage	Benefit
District 1	\$28.05	\$1.82
District 2	\$28.05	\$1.82
District 3	\$28.05	\$1.82
District 4	\$28.05	\$1.82

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## FOREST EQUIPMENT OPERATORS

No Rate Established

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## LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	\$17.73	\$5.62
District 2	\$19.96	\$5.63
District 3	\$20.54	\$6.27
District 4	\$20.45	\$9.72

Duties Include:

Shovel snow from walks, driveways, or parking lots and spread salt in those areas. Grounds maintenance of cemeteries.

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## MATERIAL MOVING WORKERS (ALL OTHER)

	Wage	Benefit
District 1	\$25.82	\$11.87
District 2	\$26.71	\$ 6.20
District 3	\$24.39	\$10.41
District 4	\$23.91	\$15.42

Occupations Include:

Bulldozer Operator, Freight Elevator Operator, Shovel Operator

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MEDIUM TRUCK DRIVERS

	Wage	Benefit
District 1	\$26.75	\$ 6.20
District 2	\$26.24	\$ 6.20
District 3	\$22.04	\$13.39
District 4	\$22.04	\$13.39

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PEST CONTROL WORKERS

No Rate Established

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PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)

	Wage	Benefit
District 1	\$28.05	\$1.82
District 2	\$23.65	\$5.45
District 3	\$20.78	\$4.45
District 4	\$25.36	\$4.55

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TREE TRIMMERS AND PRUNERS

	Wage	Benefit
District 1	\$30.09	\$10.48
District 2	\$26.03	\$ 8.83
District 3	\$27.07	\$ 8.83
District 4	\$30.09	\$10.48

**Travel**

**Districts 2 and 3**  
No Rate Established

**Districts 1 and 4**  
0-25 mi. - free zone  
>25-50 mi. - \$20.00/day  
>50 mi. - \$70.00/day

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OPERATION OF PUBLIC DRINKING WATER SUPPLY,  
WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	Wage	Benefit
District 1	\$26.52	\$12.47
District 2	\$25.61	\$12.81
District 3	\$25.62	\$12.51
District 4	\$27.71	\$12.49

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LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	\$24.02	\$11.13
District 2	\$21.17	\$ 9.51
District 3	\$21.62	\$ 9.35
District 4	\$22.05	\$ 8.83

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RECYCLING AND RECLAMATION WORKERS

No Rate Established

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REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	Wage	Benefit
District 1	\$20.72	\$ 8.99
District 2	\$20.72	\$ 8.99
District 3	\$23.44	\$10.96
District 4	\$24.13	\$11.47

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SEPTIC TANK SERVICERS AND SEWER PIPE CLEANERS

No Rate Established

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WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	Wage	Benefit
District 1	\$23.43	\$ 9.60
District 2	\$22.71	\$ 9.00
District 3	\$27.87	\$11.35
District 4	\$26.61	\$ 9.94

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## LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

### CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	\$24.03	\$10.56
District 2	\$20.84	\$10.13
District 3	\$22.77	\$10.00
District 4	\$20.97	\$14.09

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### POLICE, FIRE, AND AMBULANCE DISPATCHERS

	Wage	Benefit
District 1	\$23.93	\$..9.91
District 2	\$30.22	\$..5.53
District 3	\$20.89	\$..7.26
District 4	\$24.48	\$10.67

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### PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

	Wage	Benefit
District 1	\$22.75	\$10.92
District 2	\$21.81	\$10.47
District 3	\$21.63	\$10.46
District 4	\$21.75	\$10.48

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## FIRE PROTECTION

### FIRE EXTINGUISHER REPAIRERS

No Rate Established

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### FOREST FIREFIGHTERS

No Rate Established

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PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)

	Wage	Benefit
District 1	\$22.66	\$5.66
District 2	\$19.15	\$3.80
District 3	\$21.58	\$5.65
District 4	\$20.56	\$5.90

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BUS DRIVERS (TRANSIT AND INTERCITY)

	Wage	Benefit
District 1	\$22.42	\$11.64
District 2	\$21.30	\$10.19
District 3	\$20.00	\$ 6.86
District 4	\$20.58	\$ 8.99

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LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

	Wage	Benefit
District 1	\$14.92	\$5.51
District 2	\$16.54	\$5.34
District 3	\$20.00	\$6.25
District 4	\$17.09	\$6.44

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NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS

No Rate Established

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CLINICAL LABORATORY TECHNOLOGISTS AND TECHNICIANS

	Wage	Benefit
District 1	\$39.60	\$9.31
District 2	\$39.34	\$8.14
District 3	\$37.15	\$7.00
District 4	\$34.70	\$9.24

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**EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$20.95	\$3.71
District 2	\$20.75	\$4.88
District 3	\$20.20	\$7.00
District 4	\$18.60	\$3.16

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**HOME HEALTH AIDES AND PERSONAL CARE AIDES**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$12.62	\$4.10
District 2	\$13.19	\$7.13
District 3	\$12.81	\$4.99
District 4	\$12.09	\$7.59

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**LICENSED PRACTICAL NURSES**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$25.92	\$4.10
District 2	\$25.51	\$7.13
District 3	\$25.66	\$4.99
District 4	\$29.56	\$7.59

**MEDICAL ASSISTANTS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$21.83	\$5.62
District 2	\$18.14	\$5.70
District 3	\$18.89	\$5.61
District 4	\$20.15	\$7.15

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**NURSE PRACTITIONERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$58.83	\$10.59
District 2	\$60.57	\$10.23
District 3	\$52.13	\$ 5.90
District 4	\$64.80	\$17.01

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**NURSING ASSISTANTS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$17.78	\$3.34
District 2	\$16.64	\$4.03
District 3	\$17.69	\$4.03
District 4	\$19.44	\$5.25

Occupations Include:  
 Certified Nursing Assistants, Hospital Aides, Infirmary Attendants

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**ORDERLIES**

No Rate Established

**PHYSICIANS ASSISTANTS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$59.52	\$11.32
District 2	\$58.80	\$10.66
District 3	\$57.72	\$ 9.84
District 4	\$67.28	\$13.71

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**REGISTERED NURSES**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$36.77	\$ 6.95
District 2	\$33.30	\$10.51
District 3	\$36.77	\$..7.00
District 4	\$38.30	\$ 8.88

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**MATERIAL AND MAIL HANDLING**

**FREIGHT, STOCK, AND MATERIAL HANDLERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$17.81	\$5.57
District 2	\$18.94	\$8.40
District 3	\$19.07	\$9.86
District 4	\$19.14	\$8.84

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## FOOD SERVICE AND COOKING

### COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	\$18.25	\$4.03
District 2	\$17.30	\$7.78
District 3	\$17.89	\$5.10
District 4	\$16.34	\$5.89

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### FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	\$14.34	\$4.03
District 2	\$14.70	\$4.82
District 3	\$13.91	\$4.40
District 4	\$15.56	\$4.17

Occupations Include:  
 Dietary Aides, Counter Attendants, and Dining Room Attendants.

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## MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

### AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS

	Wage	Benefit
District 1	\$27.28	\$4.15
District 2	\$25.04	\$5.51
District 3	\$29.62	\$5.94
District 4	\$29.60	\$6.70

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### BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS

	Wage	Benefit
District 1	\$29.97	\$13.21
District 2	\$29.42	\$11.49
District 3	\$28.17	\$10.85
District 4	\$28.01	\$12.29

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## CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	\$28.59	\$6.49
District 2	\$28.47	\$6.20
District 3	\$26.17	\$9.90
District 4	\$27.03	\$8.23

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## APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

### APPLIANCE MECHANICS

No Rate Established

### COMPUTER USER SUPPORT SPECIALISTS

	Wage	Benefit
District 1	\$27.24	\$9.10
District 2	\$26.98	\$9.11
District 3	\$24.18	\$7.94
District 4	\$23.02	\$5.87

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### COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS

No Rate Established

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## Certificate Of Completion

Envelope Id: 9EC81B3B-3704-40A9-8704-2962002FAB1F

Status: Completed

Subject: Contract for signatures: Snow Plowing on Local Streets

Source Envelope:

Document Pages: 43

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Shelly Hensley

AutoNav: Enabled

hensleys@billingsmt.gov

Envelopeld Stamping: Enabled

IP Address: 161.7.21.236

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original

Holder: Shelly Hensley

Location: DocuSign

1/8/2025 8:49:51 AM

hensleys@billingsmt.gov

## Signer Events

## Signature

## Timestamp

Liz Kampa

**Completed**

Sent: 1/8/2025 9:08:27 AM

kampal@billingsmt.gov

Viewed: 1/10/2025 10:07:30 AM

Purchasing Agent

Signed: 1/13/2025 7:51:49 AM

Avery Dennison

Using IP Address: 161.7.21.23

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jeremiah McGee

Signed by:  
  
C1A7EDC48FB44E...

Sent: 1/13/2025 7:51:52 AM

jeremiahm@k2civilinc.com

Resent: 1/16/2025 7:06:18 AM

VP

Viewed: 1/16/2025 1:40:45 PM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Signed: 1/16/2025 1:41:05 PM

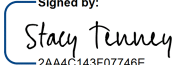
Using IP Address: 64.124.81.12

**Electronic Record and Signature Disclosure:**

Accepted: 1/13/2025 1:43:11 PM

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Stacy Tenney

Signed by:  
  
2AA4C143F07746E...

Sent: 1/16/2025 1:50:32 PM

TenneyS@billingsmt.gov

Viewed: 1/16/2025 1:52:57 PM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Signed: 1/16/2025 1:53:26 PM

Using IP Address: 47.5.78.78

**Electronic Record and Signature Disclosure:**

Accepted: 1/16/2025 1:52:57 PM

ID: f2ead8e3-be47-4c9d-a480-7c36afe0daad

William A. Cole

Signed by:  
  
2CA11D5423334EE...

Sent: 1/16/2025 1:53:28 PM

coleb@billingsmt.gov

Viewed: 1/16/2025 1:59:09 PM

MAYOR

Signed: 1/16/2025 1:59:20 PM

Security Level: Email, Account Authentication  
(None)

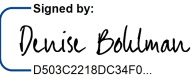
Signature Adoption: Pre-selected Style

Using IP Address: 72.175.160.94

**Electronic Record and Signature Disclosure:**

Accepted: 12/3/2020 8:46:12 AM

ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a

Signer Events	Signature	Timestamp
Denise Bohlman bohlmand@billingsmt.gov City Clerk City of Billings Security Level: Email, Account Authentication (None)	 <p>Signed by: Denise Bohlman D503C2218DC34F0...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 161.7.21.146</p>	<p>Sent: 1/17/2025 7:32:16 AM Viewed: 1/17/2025 8:50:56 AM Signed: 1/17/2025 8:54:56 AM</p>

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Liz Kampa kampal@billingsmt.gov Purchasing Agent Avery Dennison Security Level: Email, Account Authentication (None)	 <p>Using IP Address: 161.7.21.23</p>	<p>Sent: 1/16/2025 1:59:22 PM Viewed: 1/17/2025 7:32:15 AM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Todd Corne cornet@billingsmt.gov Security Level: Email, Account Authentication (None)		<p>Sent: 1/16/2025 1:50:33 PM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Shelly Hensley hensleys@billingsmt.gov Security Level: Email, Account Authentication (None)		<p>Sent: 1/17/2025 8:54:59 AM</p>
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/8/2025 9:08:27 AM
Envelope Updated	Security Checked	1/8/2025 9:45:15 AM
Envelope Updated	Security Checked	1/13/2025 6:59:52 AM
Certified Delivered	Security Checked	1/17/2025 8:50:56 AM
Signing Complete	Security Checked	1/17/2025 8:54:56 AM
Completed	Security Checked	1/17/2025 8:54:59 AM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**

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