

Invitation for Bids

For

BUILDING ROOFING PROJECT

FOR

CITY OF BILLINGS MET TRANSIT

**Invitation for Bids
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SERVICE AGREEMENT
FOR
BUILDING ROOFING PROJECT
FOR
CITY OF BILLINGS MET TRANSIT

This Agreement, made _____, between the **CITY OF BILLINGS, MET TRANSIT**, hereinafter designated **MET**, and _____, known as **CONTRACTOR**.

This Agreement shall be for a period of _____. **CONTRACTOR** shall commence the work to be performed hereunder promptly upon Notice to Proceed from the **OWNER**.

CONSIDERATION

MET shall pay **CONTRACTOR** for services listed below the sum of \$_____.

Federal funds will, will not, be used to pay for the services listed herein.

If Federal funds will be used to pay for the services described herein, **CONTRACTOR** will also be required to adhere to the Federal requirements set forth in Attachment D and E.

COORDINATION

All work under this Agreement will be coordinated for **MET through Rusty Logan, Transit Operations Supervisor, at 406-657-8219**, and for **CONTRACTOR**, coordinate through _____

CONTRACTOR'S DUTY

In consideration of the payment or payments herein specified and agreed to by **MET**, **CONTRACTOR** hereby covenants and agrees to furnish equipment, labor, and supplies as specified in the following sections of this Agreement for the **MET**.

INDEPENDENT CONTRACTOR STATUS

The parties agree that **CONTRACTOR** is an independent **CONTRACTOR** for purposes of this Agreement, and is not to be considered an employee of the **MET** for any purpose. **CONTRACTOR** is not authorized to represent the **MET** or otherwise bind the **MET** in any dealings between **CONTRACTOR** and any third parties.

SECTION I: SCOPE OF WORK

The Scope of Work for the MET Transit Building Roofing Project located at 1705 Monad Road, Billings, Montana, is set forth in Attachment A, and by said reference is made a part of this Service Agreement.

SECTION II: SUPPLIES, MATERIALS, AND LABOR

CONTRACTOR shall provide for all supplies, materials, and labor necessary and incident to the performance of all services required by this Agreement.

CONTRACTOR shall comply with all State and Federal regulations and City codes, including OSHA.

SECTION III: OTHER PROVISIONS

LEVEL OF SERVICE

WORK SHALL BE DONE MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M.

COMPREHENSIVE PERSONAL INJURY, BODILY INJURY, AND PROPERTY DAMAGE LIABILITY

CONTRACTOR agrees to keep in force, for the duration of this Agreement, insurance that meets the specified coverages as set forth in Attachment B, City of Billings Insurance Requirements for Contractor's Insurance Form, and by said reference made a part of this Agreement.

Said insurance policy or policies shall be endorsed to name the *CITY OF BILLINGS* as PRIMARY ADDITIONAL INSURED. At the same time of execution of this Agreement, **CONTRACTOR** shall furnish a certificate showing that required insurance is in force, and shall maintain required insurance and provide evidence of continued coverage for the duration of this Agreement. The continuous maintenance by the **CONTRACTOR** of all types of required insurance under this Agreement is mandatory. Failure of the **CONTRACTOR** to maintain such insurance is a material breach of the Agreement and does not amend this Agreement nor release the **CONTRACTOR** from any other obligations in the Agreement. The **CONTRACTOR** shall provide notice to the **MET** of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation.

INDEMNITY

The **CONTRACTOR** shall indemnify and save harmless the **MET** from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description made, brought or recovered against the **MET** by reason of any act, negligence, recklessness, misconduct or omission of the **CONTRACTOR**, his agents, or employees, in the execution of the work. **CONTRACTOR** agrees to reimburse **MET** for any loss due to theft by any of the **CONTRACTOR'S** employees.

EXTRA WORK

It is expressly understood and agreed that no claim for extra work or materials, not specifically herein provided, done or furnished by the **CONTRACTOR**, shall be allowed by the **MET**, nor shall the **CONTRACTOR** do any work or furnish any materials not covered by this Agreement unless such work is ordered in writing by the **MET**, and in no event shall the **CONTRACTOR** incur any liability by reason of any verbal instructions that he/she may be given by the **MET**, or its authorized agent; nor will the said **MET** be liable for any extra materials furnished or used, or for

any extra work or labor done, unless said materials, work, or labor are required by said **CONTRACTOR'S** own risk, cost and expense, and he/she hereby covenants and agrees that without such written order, he/she shall make no claim for compensation for work or materials so done or furnished.

AMENDMENTS

Any modifications or amendments to this Agreement must be in writing and executed by the parties hereto.

TERMINATION OF AGREEMENT

The **CONTRACTOR** acknowledges and agrees as follows:

1. Termination for Convenience. **MET** may terminate this Agreement, in whole or in part, at any time by written notice to the **CONTRACTOR** when it is in **MET's** best interest. The **CONTRACTOR** shall be paid its costs, including Agreement closeout costs, and profit on work performed up to the time of termination. The **CONTRACTOR** shall promptly submit its termination claim to **MET** for payment to the **CONTRACTOR**. If the **CONTRACTOR** has any property in its possession belonging to **MET**, the **CONTRACTOR** will account for the said property, and dispose of it in the manner **MET** directs.
2. Termination for Default (Breach or Cause). If the **CONTRACTOR** does not deliver supplies in accordance with the Agreement delivery schedule, or if the Agreement is for services, the **CONTRACTOR** fails to perform in the manner called for in the Agreement, or if the **CONTRACTOR** fails to comply with any other provisions of the Agreement, **MET** may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the **CONTRACTOR** setting forth the manner in which the **CONTRACTOR** is in default. The **CONTRACTOR** will only be paid the Agreement price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement. If it is later determined by **MET** that the **CONTRACTOR** had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the **CONTRACTOR**, **MET**, after setting up a new delivery of performance schedule, may allow the **CONTRACTOR** to continue work, or treat the termination as a termination for convenience.
3. Opportunity to Cure. **MET** in its sole discretion may, in the case of a termination for breach or default, allow the **CONTRACTOR** an appropriately short period of time in which to cure the default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If **CONTRACTOR** fails to remedy to **MET's** satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within thirty (30) days after receipt by **CONTRACTOR** of written notice from **MET** setting forth the nature of said breach or default, **MET** shall have the right to terminate the Agreement without further obligations to **CONTRACTOR**. Any such termination for default shall not in any way operate to preclude **MET** from also pursuing all available remedies against **CONTRACTOR** and its sureties for said breach or default.

4. Waiver of Remedies for Any Breach. In the event that **MET** elects to waive its remedies for any breach by **CONTRACTOR** of any covenant, term or condition of this Agreement, such waiver by **MET** shall not limit **MET's** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
5. Cancellation by **CONTRACTOR**. This Agreement shall be subject to cancellation by **CONTRACTOR** after the default by **MET** in the performance of any covenant or agreement herein required to be performed by **MET** and the failure of **MET** to remedy such default for a period of ninety (90) days after receipt from **CONTRACTOR** or written notice to remedy same.

CONTRACTOR may exercise such right of termination by written notice to **MET** at any time after the lapse of the above applicable periods of time and this Agreement shall terminate as of that date. Consideration due hereunder shall be payable only to the date of the happening of the event which results in said termination.
6. Cancellation by **MET**. This Agreement shall be subject to cancellation by **MET** in the event **CONTRACTOR** shall:
 - a) File a voluntary petition of bankruptcy.
 - b) Make a general assignment for the benefit of creditors.
 - c) Default in the performance of any of the covenants and conditions required herein to be kept and performed by **CONTRACTOR**, and such default continues for a period of thirty (30) days after written notice from the **MET** of said default.

DISPUTES

Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the Director of Aviation and Transit. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the **CONTRACTOR** mails or otherwise furnishes a written appeal to the Director of Aviation and Transit. In connection with any such appeal, the **CONTRACTOR** shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of Aviation and Transit shall be binding upon the **CONTRACTOR** and the **CONTRACTOR** shall abide by the decision.

Unless otherwise directed by the **MET**, **CONTRACTOR** shall continue performance under this Agreement while matters in dispute are being resolved.

ATTORNEY FEES AND COSTS

In the event that either party is required to retain the services of an attorney, or use in-house counsel to enforce the terms and conditions of this Agreement, then the prevailing party shall recover from the other party all reasonable costs, expenses and attorney fees, including fees of in-house counsel, expended or incurred in connection therewith.

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

BONDS

Agreements exceeding \$5,000 will require the **CONTRACTOR** to furnish an approved Performance Bond, and Labor and Materials Bond, each in the amount of one hundred percent (100%) of the Agreement.

PAYMENT

The **CONTRACTOR** will submit a claim for payment on the first of the month for that portion of the Agreement that has been completed. If partial payment is requested by **CONTRACTOR**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONTRACTOR**. The **MET** shall deduct five percent (5%) from each pay estimate to be held until the completion of the final Scope of Work. The final payment shall be made only after acceptance of final invoice by the **MET**, and determination has been made by the **MET** that the Scope of Work has been satisfactorily completed. This claim will be made to the **MET**.

GROSS RECEIPTS TAX

The **MET** shall withhold one percent (1%) of all payments due the **CONTRACTOR** and transmit them to the State of Montana, Department of Revenue, as required under MCA 15-50-205.

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 **MET** 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.

SUCCESSORS AND ASSIGNS

Neither the **MET** nor the **CONTRACTOR** shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the written consent of the other.

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.

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 in the State of Montana Thirteenth Judicial District Court, Yellowstone County.

CIVIL RIGHTS

The following requirements apply to the underlying Contract:

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.

6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the **CONTRACTOR** agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the **CONTRACTOR** agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract:

- a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the **CONTRACTOR** agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, Equal Employment Opportunity, as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The **CONTRACTOR** agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the **CONTRACTOR** agrees to comply with any implementing requirements FTA may issue.
- b) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623, and Federal transit law at 49 U.S.C. 5332, the **CONTRACTOR** agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the **CONTRACTOR** agrees to comply with any implementing requirements FTA may issue.
- c) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the **CONTRACTOR** agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the **CONTRACTOR** agrees to comply with any implementing requirements FTA may issue.

3. The **CONTRACTOR** also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The **MET** has established a DBE goal for the year. Under this Agreement, the **CONTRACTOR**, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin,

or sex in the performance of this Agreement. The **CONTRACTOR** shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the **CONTRACTOR** to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy, as the **MET** deems appropriate.

On Federally funded projects, the **CONTRACTOR** is required to review and complete the DBE Certifications and Forms set forth in Attachment E.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein.

We further agree to furnish the product/services specified at the prices stated herein. We additionally agree to deliver the product/services to the location and by the date set forth herein, if applicable.

In signing, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid/Proposal; that this Bid/Proposal has been independently arrived at without collusion with any other competitor; that the above statement is accurate under penalty of perjury.

THIS AGREEMENT EXECUTED THE DAY AND YEAR FIRST WRITTEN ABOVE.

BY: _____
CONTRACTOR

BY: _____
CITY OF BILLINGS
MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER
INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The **CONTRACTOR**, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not, within a three-year period preceding this Bid/Proposal, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2. of this certification.
4. Have not, within a three-year period preceding this Bid/Proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the **CONTRACTOR** is unable to certify to any of the statements in this certification, such **CONTRACTOR** shall attach an explanation to this Bid/Proposal.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

CONTRACTOR

DATE

ATTACHMENT A

SCOPE OF WORK **FOR** **BUILDING ROOFING PROJECT** **FOR** **CITY OF BILLINGS MET TRANSIT**

SCOPE OF WORK

This project will provide a new (EPDM) ballasted roofing system on the MET Transit Building. The **CONTRACTOR** shall provide all materials, labor, and equipment to remove and replace the existing ballasted roofing system according to the terms and conditions set forth for a complete roofing system installation. The roof areas included in this project are identified in the roof layout drawing, Attachment C.

The successful bidder will be required to enter into a Service Agreement with the City of Billings. Please note that if the Service Agreement reflects that Federal Funds will be used to pay for the project, Federal Transit Administration (FTA) clauses for Federally funded projects will be included as part of the Agreement. Successful bidder will include in his/her bid, costs of all bonds, insurance, taxes, and building permits, as required or called out within this Scope of Work and the Service Agreement.

OPERATIONAL REQUIREMENTS **REROOFING THE MET TRANSIT BUILDING**

- Remove 25% of the existing ballast rock and from the area to be reroofed and distribute it evenly around the perimeter of area to be reroofed.
- Remove all roofing down to the steel deck and legally dispose of offsite.
- Remove all base flashing legally dispose of offsite.
- Install 1/4" Dens Deck.
- Install 10-mil polyethylene Vapor retarder with joints taped.
- Install Polyisocyanurate insulation system that meets an R-30 in multiple layers.
- Install tapered Polyisocyanurate insulation crickets 1/4" per foot as shown.
- Install 45-mil reinforced EPDM membrane over the new insulation.
- Install new base flashing with Dens Deck prime backer board adhered to wall.
- At the end of each workday replace enough ballast rock on the new roofing to ensure the system is securely in place and provide a temporary water seal around the perimeter.
- When the new roofing membrane and insulation have been installed, replace the ballast at no less than 10 lbs per square foot.
- Remove and replace existing counter flashing and parapet cap.
- Install new walking pads as shown.
- Install new roof jacks.
- Install new gas line supports.

EVIDENCE OF QUALIFICATION

Upon request of the **OWNER**, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his/her 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:

1. The ability, capacity, and skill of the bidder to perform the Agreement or provide the service required.
2. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

ATTACHMENT A

3. Whether the bidder can perform the Agreement within the time specified.
4. The quality of performance of previous contracts, agreements and/or performance.
5. Previous and/or existing compliance by the bidder with laws relating to the Agreement or services.
6. Other information, which may be secured having a bearing on the decision to award the Agreement.
7. For this project, the **CONTRACTOR** will have a minimum of five (5) years of experience in roofing contracting.

BUSINESS AND OCCUPATION TAX

Organizations that conduct business activity within the City Limits are required to pay the City Business and Occupation Tax.

BONDS

Agreements exceeding \$5,000 will require the **CONTRACTOR** to furnish an approved Performance Bond, Labor, and Materials Bond, each in the amount of one hundred percent (100%) of the Agreement.

PERSONNEL

Employees assigned to the performance of this Agreement will be dismissed upon written request of the **OWNER** for due and just cause.

CONTRACTOR will furnish the personnel necessary for the performance of this Agreement.

Applicable Federal and State wage and hour laws must be adhered to and provide the minimum base for personnel wages.

All agreements issued as a result of this Agreement shall adhere to all non-discriminatory provisions of all applicable Federal, State, and local laws. In connection with the performance of work under this Agreement, the **CONTRACTOR** agrees not to discriminate against any applicant for employment because of race, religion, creed, color, age, sex, or national origin. The above provision shall apply to, but not be limited to, the following employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training including apprenticeship.

The **CONTRACTOR** further covenants and agrees that during the progress of the work to be performed under the provisions of this Agreement, he/she will in every respect comply with the provisions of the Workers' Compensation Act, being Title 39, Chapter 71 of the Montana Code Annotated (MCA), and with all statutory provisions supplementary or amendatory thereto. At the same time of execution of this Agreement, the **CONTRACTOR** shall furnish a certificate showing that the required Workers' Compensation Insurance is in force and shall maintain required insurance and provide evidence of continued coverage for the duration of this Agreement.

WAGES FOR CONTRACTOR'S EMPLOYEES

On all projects and agreements with the **OWNER**, the **CONTRACTOR** and all subcontractors shall pay for all labor employing the standard prevailing rate of wages. The standard prevailing rate of wages as used herein means the standard prevailing rate of wages in the locality where the work is to be performed as determined by the Montana Commissioner of Labor pursuant to MCA 18-2-403. The most recent edition of the Montana Prevailing Wage Rates applicable to this Agreement within this area of Montana is attached to this Agreement and incorporated by reference herein. **CONTRACTOR** agrees to pay the prevailing wage rate to all applicable

ATTACHMENT A

employees pursuant to this wage rate.

The standard prevailing rate of wages applies to agreements of \$25,000 or greater. If the agreement is less than \$25,000, the **CONTRACTOR** does not have to follow the standard prevailing rate of wages. If this is a Federally funded project, the **CONTRACTOR** must follow the FTA Required Clauses for Construction Projects set forth in Attachment D.

WARRANTY

The **CONTRACTOR** warrants to the **OWNER** that materials and equipment furnished under this Service Agreement will be of good quality and new unless the Service Agreement requires or permits otherwise. The **CONTRACTOR** further warrants that the work will conform to the requirements of the Service Agreement and will be free from defects, except for those inherent in the quality of the work the Service Agreement requires or permits. Work, materials, or equipment not conforming to these requirements may be considered defective. The **CONTRACTOR'S** warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the **CONTRACTOR**, improper or insufficient maintenance, improper operation, or normal wear and tear, and normal usage. If required by the **OWNER**, the **CONTRACTOR** shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

SPECIAL WARRANTY

Manufacturers' standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within the specified period.

- Special warranty includes membrane roofing, base flashings, roof insulation, cover boards, roofing accessories, and other components of membrane roofing system.
- Warranty Period is 15 years from the date of Substantial Completion.

SUBSTITUTIONS

No substitutions will be considered prior to the bid opening unless a written request has been received at least ten (10) days prior to the date of receipt of bids. Substitution requests shall include the name of the material or equipment for which it is to be substituted, a complete description of the proposed substitution including drawings, performance and test data, and all other information required for evaluation. A statement setting forth changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of merit of the proposed substitution is upon the proposer. The **OWNER'S** decision of approval or disapproval of the proposed substitution shall be final.

PREBID

There will be a prebid conference in the MET Transit Conference Room, MET Transit, 1705 Monad Road, Billings, Montana 59101, at 2:00 p.m. Tuesday, February 5, 2019. Interested **CONTRACTORS** are encouraged to attend. Failure of the **CONTRACTOR** to thoroughly familiarize themselves with the scope of this project does not relieve the **CONTRACTOR** from the requirements of this Agreement.

BIDS

Sealed bids entitled MET Transit Building Roofing Project will be received addressed to the City Clerk, of the City of Billings, 210 North 27th Street, Billings, Montana 59101, or P.O. Box 1178, Billings, Montana 59103 until 2:00 p.m. Tuesday, February 12, 2019. All bids shall include all costs to provide the MET Transit with a complete project. See attached Call for Sealed Bids.

ATTACHMENT B

CITY OF BILLINGS INSURANCE REQUIREMENTS FOR CONTRACTOR'S INSURANCE

Please provide MET Administration with a certificate of insurance that reflects the following coverages:

Commercial General Liability

Bodily Injury and Property Damage
Each Occurrence Including Umbrella \$1,500,000

Coverages

Premises/Operations
Products/Completed Operations Aggregate
Contractual Liability
Underground
Explosion and Collapse
Independent Contractors Coverages
Broadform Form Property Damage
Personal Injury
Property Damage Deductible (not to exceed \$5,000.00)

Commercial Automobile

All-Owned Adequate Limits Including Umbrella \$1,500,000
Hired Automobile Liability Including Umbrella \$1,500,000
Non-Owned Automobile Liability Including Umbrella \$1,500,000

Workers Compensation

Occupation Accident/Disease Statutory
Employer's Liability Including Umbrella (attach certificate) \$ 500,000

Other Requirements

Company Rating (A.M. Best) B+ VI or Better
45 Day Cancellation Clause

Additional Insureds

Owner/Architect/Engineer, as well as the **City of Billings, should all be named as Primary Additional Insured.**

Or in Lieu of Primary Additional Insured:

Owners and Contractors Protective Liability

\$1,500,000 Each Occurrence. A separate policy shall have the City of Billings as the named insured.

ATTACHMENT C



BUILDING NAME: MET BUS

ADDRESS: 1705 MONAD RD

CITY/ STATE/ ZIP: BILLINGS, MT 59101

MANAGED BY: CITY OF BILLINGS

TOTAL SECTIONS: 10

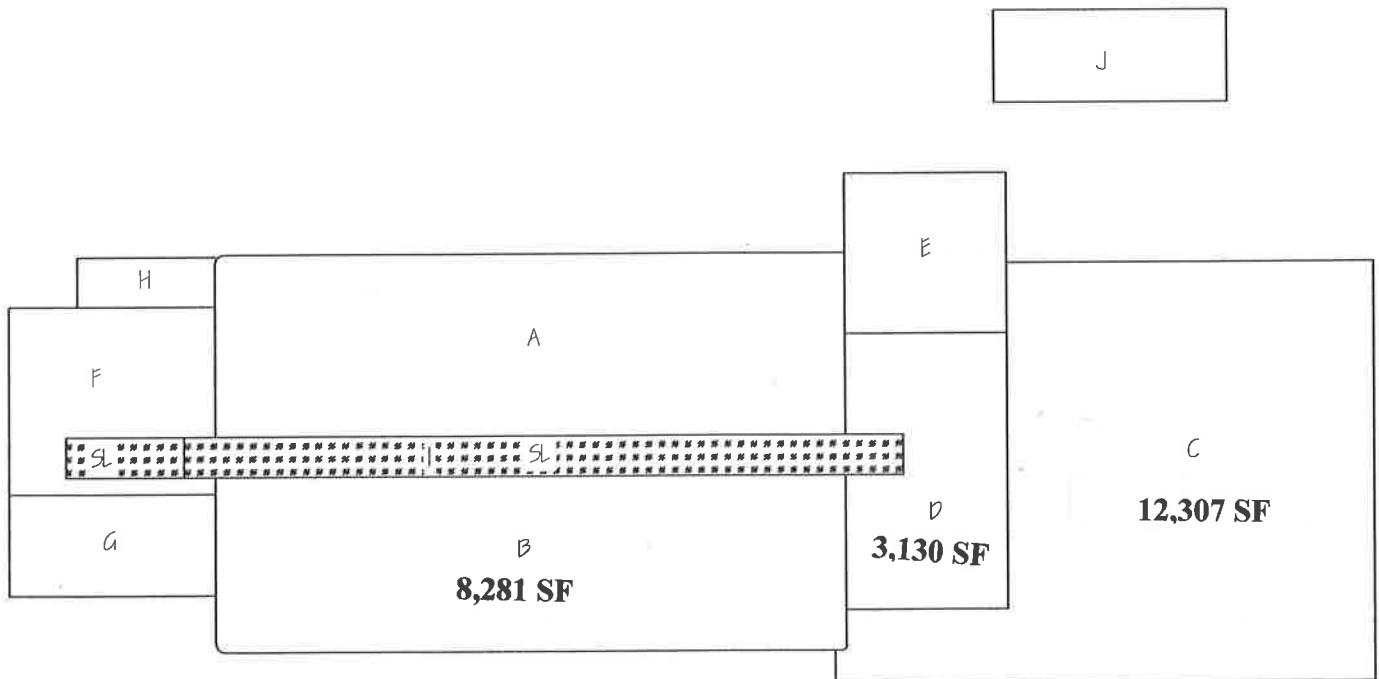
CONTACT: RUSTY LOGAN

TOTAL ROOF AREA: 42,862 SQ FT

PHONE NUMBER: 406-657-8219

FAX NUMBER: _____

Scale: Not To Scale



ATTACHMENT D

FTA REQUIRED CLAUSES FOR CONSTRUCTION PROJECTS

For clarification purposes, Contract and Agreement throughout these clauses shall mean the same thing.

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements. Activities performed resulting from the original Contract to this and any other prior or subsequent Contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (U.S. DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations. Accordingly, any **CONTRACTOR** and its subcontractors performing activities under this Contract must adhere to the Federal regulations stated herein as a condition of satisfactory performance. All subcontracts and subcontractors employed as a result of this Contract are subject to the same conditions and regulations as set forth herein unless specifically exempted. The prime **CONTRACTOR** shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime **CONTRACTOR** will be held liable for compliance failures by its subcontractors. Failure to comply will render the prime **CONTRACTOR** responsible for damages and/or Contract termination.

INCORPORATION OF FTA TERMS

General Contract provisions include, in part, certain standard terms and conditions required by U.S. DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The **CONTRACTOR** shall not perform any act, fail to perform any act, or refuse to comply with any City of Billings, Aviation and Transit Department, MET Transit Division (hereinafter referred to as **MET**) requests that would cause **MET** to be in violation of the FTA terms and conditions.

ACCESS TO RECORDS AND REPORTS **(For Contracts of \$100,000 or Greater Only)**

1. **Record Retention.** The **CONTRACTOR** will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. **Retention Period.** The **CONTRACTOR** agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The **CONTRACTOR** shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The **CONTRACTOR** agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. **Access to the Sites of Performance.** The **CONTRACTOR** agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

ATTACHMENT D

BUY AMERICA (For Contracts of \$100,000 or Greater Only)

The **CONTRACTOR** agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the U.S., unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11.

The [bidder or offeror] must submit to the City of Billings **MET** the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j) (2), as amended, and the applicable regulations in 49 CFR § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

ATTACHMENT D

LOBBYING RESTRICTIONS **(For Contracts of \$100,000 or Greater Only)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: _____

Title of Contractor's Authorized Official: _____

Date: _____

ATTACHMENT D

CARGO PREFERENCE – USE OF UNITED STATES FLAG VESSELS **(For Contracts of \$100,000 or Greater Only)**

The **CONTRACTOR** agrees:

1. To use privately owned U.S. Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for U.S. Flag commercial vessels.
2. To furnish within 20 working days following the date of loading for shipments originating within the U.S. or within 30 working days following the date of loading for shipments originating outside the U.S., a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT **(For Contracts of \$100,000 or Greater Only)**

The **CONTRACTOR** agrees:

1. It will not use any violating facilities.
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities."
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

ENERGY CONSERVATION

The **CONTRACTOR** agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

RECORDS RETENTION/AUDIT AND INSPECTION OF RECORDS

1. The **CONTRACTOR** shall permit the authorized representatives of **MET**, the U.S. DOT, and the Comptroller General of the U.S., or any of their duly authorized representatives, access to any books, documents, papers and records of the **CONTRACTOR**, which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions of the **CONTRACTOR** relating to its performance under the Contract until the expiration of three years after final payment under this Contract.
2. The **CONTRACTOR** further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that **MET**, the U.S. DOT, and the Comptroller General of the U.S., or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this Contract.
3. The periods of access and examination described above, for records that relate to:
 - a) Appeals under the dispute clause of this Contract.
 - b) Litigation or the settlement of claims arising out of the performance of this Contract.
 - c) Costs and expenses of this Contract to which an exception has been taken by the Comptroller General of the U.S. or any of his duly authorized representatives.Shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

ATTACHMENT D

FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including, without limitation, those listed directly or by reference in the Agreement (Form FTA MA (2) dated October 1995) between **MET** and FTA, as they may be amended or promulgated from time to time during the term of this Contract. **CONTRACTOR'S** failure to so comply shall constitute a material breach of this Contract.

RECYCLED PRODUCTS

The **CONTRACTOR** agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S. C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The **MET** and **CONTRACTOR** acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the **MET**, **CONTRACTOR**, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the underlying Contract. The **CONTRACTOR** agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The **CONTRACTOR** acknowledges and agrees as follows:

1. The **CONTRACTOR** acknowledges that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the underlying Contract, the **CONTRACTOR** certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the **CONTRACTOR** also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the **CONTRACTOR** to the extent the Federal Government deems appropriate.
2. The **CONTRACTOR** also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the **CONTRACTOR** the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, OTHER INELIGIBILITY, AND VOLUNTARY EXCLUSION

Title 49 CFR Part 29 and Executive Order 12549 establish regulations pertaining to DOT and other Federal contractors at any tier, and procedures applicable to their debarment, suspension, ineligibility, or exclusion from participation in any DOT or other Federal contracts. **CONTRACTORS** are required to review the above regulations and to complete and submit a Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion (Section 1.4.15), or furnish an explanation as to why the Certification cannot be provided. The **CONTRACTOR** agrees by submitting the Bid/Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction

ATTACHMENT D

with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by **MET**. The **CONTRACTOR** further agrees by submitting this Bid/Proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction", in all lower tier covered transactions over \$25,000 and in all solicitations for lower tier contracts.

PRIVACY ACT

The following requirements apply to the **CONTRACTOR** and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The **CONTRACTOR** agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C.552a. Among other things, the **CONTRACTOR** agrees to obtain the express consent of the Federal Government before the **CONTRACTOR** or its employees operate a system of records on behalf of the Federal Government. The **CONTRACTOR** understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.
2. The **CONTRACTOR** also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES ADA (For Contracts of \$100,000 or Greater Only)

The **CONTRACTOR** agrees to comply with the requirements of 49 U.S.C. 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The **CONTRACTOR** also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 et seq., which Federal regulations, including any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board/ U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
4. U.S. DOT requires the provision of accessible facilities and services, and with the following regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
5. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
6. U.S. GSA regulations, "Accommodations for Physically Handicapped," 41 CFR subpart 101-19;
7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and
10. Any implementing requirements FTA may issue.

ATTACHMENT D

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

1. **Goal.** MET sets an overall DBE goal every three years. While the expected percentage of DBE participation may vary from contract to contract due to availability of DBEs, MET believes the overall goals to be realistically obtainable over the year. The amount of DBE participation will be determined by the dollar value of the work subcontracted to DBEs, as compared to the total value of all work performed under this Contract and/or by the percentage of the net profit that the parties agree will be shared by DBEs where a joint venture is entered into for the completion of the project. MET's DBE goal is 0.69%.
2. **Instructions to Bidders and Contractors.** It is the policy of MET that equal opportunity to participate in its procurement will be provided to DBEs. To accomplish this objective, MET requires, as applicable, all bidders and contractors to complete and return with the Bid/Proposal submittals, all DBE Forms (included as Attachment B to this Agreement) of these Solicitation Documents), which obligates the **CONTRACTOR** to assert a good faith effort to attain the specified goal for DBE participation. A bidder/contractor may satisfy the requirements of DBE Form A by having DBE status, by subcontracting portions of the work to DBEs, and/or by entering into a joint venture with DBEs.
3. **Requirements, Terms, and Conditions.** A DBE is defined as a small business concern that is owned and controlled by socially and economically disadvantaged individuals. These socially and economically disadvantaged individuals must own 51 percent of the business, and they must control the management of the business. Socially and economically disadvantaged individuals include Women, Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minorities or individuals found to be disadvantaged by the Small Business Administration (SBA), pursuant to Section 8(a) of the Small Business Act. To be accepted as a qualified DBE, a **CONTRACTOR** must be certified as a DBE by the Montana Department of Transportation (MDT) before the time of Bid/Proposal submittal. The MDT DBE Program Manager is Wendy Stewart (406-444-6337) or westewart@mt.gov. MDT's DBE certification application forms are available, for contractors interested in securing MDT DBE certification prior to Bid/Proposal opening, on line at www.mdt.mt.gov/business/contracting/civil/dbe.shtml. Any questions regarding MET's DBE program or questions regarding the DBE forms should be directed to Wendy Stewart.

NOTICE OF FEDERAL REQUIREMENTS

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

DAVIS-BACON ACT

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor.

PREVAILING WAGE AND ANTI-KICKBACK

For all prime construction, alteration, or repair contracts in excess of \$2,000 awarded by FTA, the **CONTRACTOR** shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The **CONTRACTOR** will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In

ATTACHMENT D

accordance with the statute, the **CONTRACTOR** shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the **CONTRACTOR** agrees to pay wages not less than once a week. The **CONTRACTOR** shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR Part 3, "contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the U.S." The **CONTRACTOR** is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

CONTRACT WORK HOURS AND SAFETY STANDARDS

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the **CONTRACTOR** shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, the **CONTRACTOR** shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the **CONTRACTOR** and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the **CONTRACTOR** and subcontractor shall be liable to the U.S. (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the **CONTRACTOR** or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The **CONTRACTOR** or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

SEISMIC SAFETY

The **CONTRACTOR** agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in U.S. DOT Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The **CONTRACTOR** also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations, and the certification of compliance issued on the project.

ATTACHMENT D

FLY AMERICA REQUIREMENTS

1. Definitions. As used in this clause:
 - a) "International air transportation" means transportation by air between a place in the U.S. and a place outside the U.S., or between two places both of which are outside the U.S.
 - b) "U.S." means the 50 States, the District of Columbia, and outlying areas.
 - c) "U.S. flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
2. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S. flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the U.S., in the absence of satisfactory proof of the necessity for foreign flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the U.S., for international air transportation secured aboard a foreign flag air carrier if a U.S. flag air carrier is available to provide such services.
3. If available, the Contractor, in performing work under this contract, shall use U.S. flag carriers for international air transportation of personnel (and their personal effects) or property.
4. In the event that the Contractor selects a carrier other than a U.S. flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S. flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. (State reasons):

(End of statement)

5. The Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

ATTACHMENT E

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATIONS AND FORMS

DBE Form A

DBE STATUS

The Contractor hereby certifies that: _____
(Firm Name)

1. **Is – is not** (check one) a Disadvantaged Business Enterprise (DBE).
Note to Contractor: If the Contractor is a DBE, then the Contractor must provide proof of DBE certification by Montana Department of Transportation (MDT) with proposal submittal.

2. **Is – is not** (check one) a participant of a joint venture in this Proposal.
Note to Contractor: If the Contractor is a participant of a joint venture, then the Contractor must complete DBE Form "Schedule B: Information for Determining Joint Venture Eligibility" (unless all joint venture firms are minority owned). If the Contractor is not a participant, then the Contractor should write "N/A" on DBE Form Schedule B.

3. **Will – will not** (check one) involve DBE firms in this project.
Note to Contractor: If the Contractor will involve DBE firms, then the Contractor must complete DBE Form D "Record of Participation by DBE Firms." If the Contractor will not involve DBE firms, then the Contractor should write "N/A" on DBE Form D. In either case, the Contractor shall submit DBE Form E "DBE Unavailability Certification" for every DBE firm from which the Contractor unsuccessfully sought to secure DBE participation. DBE Form E and/or DBE Form D shall be submitted at the same time as the list of subcontractors (if requested) or shall accompany the Contractor's Proposal.

SIGNATURE: _____

DATE: _____

TITLE: _____

ATTACHMENT E

DBE Form C

DBE AFFIDAVIT

NOTE: THIS PAGE MUST BE COMPLETED BY THE DBE CONTRACTOR.

I HEREBY DECLARE AND AFFIRM that I, _____
(Name)

am the _____ and duly authorized representative
(Title)

of the firm _____
(Name of Corporation or Joint Venture)

whose address and phone number are _____

and further affirm that I am a DBE as defined by the City of Billings, Aviation and Transit Department, MET Transit Division in the specifications, and that I will provide information if requested by the City of Billings, Aviation and Transit Department, MET Transit Division to document this fact.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Affiant)

(Date)

ATTACHMENT E

DBE Form D

RECORD OF PARTICIPATION BY DBE FIRMS

NOTE: THIS FORM MUST BE FILLED OUT BY THE CONTRACTOR (OFFEROR) AND SHOULD INCLUDE A GENERAL DESCRIPTION OF WORK TO BE PERFORMED. MATERIALS AND/OR SUPPLIES UNDER THIS CONTRACT MUST BE LISTED BELOW.

Name of DBE Firm _____
Address _____
Description of Work _____
Materials/Supplies _____

Name of DBE Firm _____
Address _____
Description of Work _____
Materials/Supplies _____

Name of DBE Firm _____
Address _____
Description of Work _____
Materials/Supplies _____

Name of DBE Firm _____
Address _____
Description of Work _____
Materials/Supplies _____

TOTAL PERCENTAGE DBE PARTICIPATION _____

I _____ certify that the information given above on behalf of the
(Name)
Contractor is true and correct, and that as _____
(Position)

of the Contractor, of the proposer, I attest that I **have** – **have not** (check one) met the assigned DBE Goal for this Contract of ___%.

(Signature)

ATTACHMENT E

DBE Form E

DBE UNAVAILABILITY CERTIFICATION

Project: _____

Contractor's Name: _____

To demonstrate a good faith effort to utilize DBEs, contractors and suppliers who cannot meet their DBE participation goals must respond to either Item A or Item B below. Please use one sheet per DBE firm contracted.

ITEM A:

Name of DBE Firm Contacted: _____

Form of Proposal Sought (i.e., unit prices, etc.): _____

Dates Contacted: _____

Method of Contact: _____

Results: _____

To the best of my knowledge and belief, the above DBE contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a proposal for the following reason(s):

I, _____, _____,
(Name) (Title)
of _____, do hereby certify that the above
(Contractor's Firm)

information is true and correct, and that I have made a good faith effort as documented in ITEM A above to obtain DBE participation in the performance of this Contract.

(Signature) (Date)

I, _____ of _____
(Name) (DBE Company Name)
was offered an opportunity to propose on the above project on _____.
(Date)

The above statement is a true and accurate account of why I did not submit a proposal on this project.

(Signature) (Title) (Date)

ATTACHMENT E

DBE Form E

ITEM B: *CERTIFICATION OF NO OPPORTUNITY FOR DBE PARTICIPATION*

There exists no opportunity for subcontracting as part of this project. It is the general practice of _____ to perform all work of this nature solely with its own work force, and to do otherwise would constitute a violation of industry standards.

(Name of Contractor)

I, _____, _____,

(Name)

(Title)

of _____, do hereby certify that the above information is

(Name of Contractor)

true and correct, and that I have made a good faith effort as documented in ITEM B above to obtain DBE participation in the performance of this Contract.

(Signature)

(Date)

ATTACHMENT E

DBE Form Schedule B

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

This form must be completely filled out. If an item does not apply to you or your organization, write "NA" in the appropriate space.

NOTE: This form need not be completed if all joint venture firms are minority owned.

1. Name of Joint Venture: _____
2. Address: _____
3. Phone Number: _____
4. Identify the firms that comprise the joint venture.

 - (a) Describe the role of the DBE firm in the joint venture (attach extra sheets if necessary):

 - (b) Describe very briefly the experience and business qualifications of each non-DBE joint venture (attach extra sheets if necessary):

5. Nature of the joint venture's business:

6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of DBE Ownership? _____

8. Ownership of joint venture: (This need not be completed if described in the joint venture agreement, provided in Question 6.)
 - (a) Profit and loss sharing: _____
 - (b) Capital contributions, including equipment: _____
 - (c) Other applicable ownership interests: _____
9. Control of and participation in this Contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making including, but not limited to, those with prime responsibility for:

ATTACHMENT E

	Name	Race	Sex	Title
Final Decisions				
Estimating				
Marketing				
Sales				
Hiring/Firing of Management Personnel				
Purchaser of Major Items/Supplies				
Supervision of Field Operations				
Other				

NOTE: If, after filing this Schedule B and before the completion of the joint venture's work on the Contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee either directly or through the prime contractor if the joint venture is a subcontractor.

**MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2018**

Effective: *January 27, 2018*

**Steve Bullock, Governor
*State of Montana***

**Galen Hollenbaugh, Commissioner
*Department of Labor and Industry***

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

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

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

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (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 www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

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

GALEN HOLLENBAUGH
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 27,2018

B. Definition of Building Construction

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that building construction occupations are defined to be those performed by a person engaged in a recognized trade or craft, or any skilled, semi-skilled, or unskilled manual labor related to the construction, alteration, or repair of a public building or facility, and does not include engineering, superintendence, management, office or clerical work.

The Administrative Rules of Montana (ARM), 24.17.501(2) – 2(a), states *“Building construction projects generally are the constructions of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. It includes all construction of such structures, incidental installation of utilities and equipment, both above and below grade level, as well as incidental grading, utilities and paving.*

Examples of building construction include, but are not limited to, alterations and additions to buildings, apartment buildings (5 stories and above), arenas (closed), auditoriums, automobile parking garages, banks and financial buildings, barracks, churches, city halls, civic centers, commercial buildings, court houses, detention facilities, dormitories, farm buildings, fire stations, hospitals, hotels, industrial buildings, institutional buildings, libraries, mausoleums, motels, museums, nursing and convalescent facilities, office buildings, out-patient clinics, passenger and freight terminal buildings, police stations, post offices, power plants, prefabricated buildings, remodeling buildings, renovating buildings, repairing buildings, restaurants, schools, service stations, shopping centers, stores, subway stations, theaters, warehouses, water and sewage treatment plants (buildings only), etc.”

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

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.

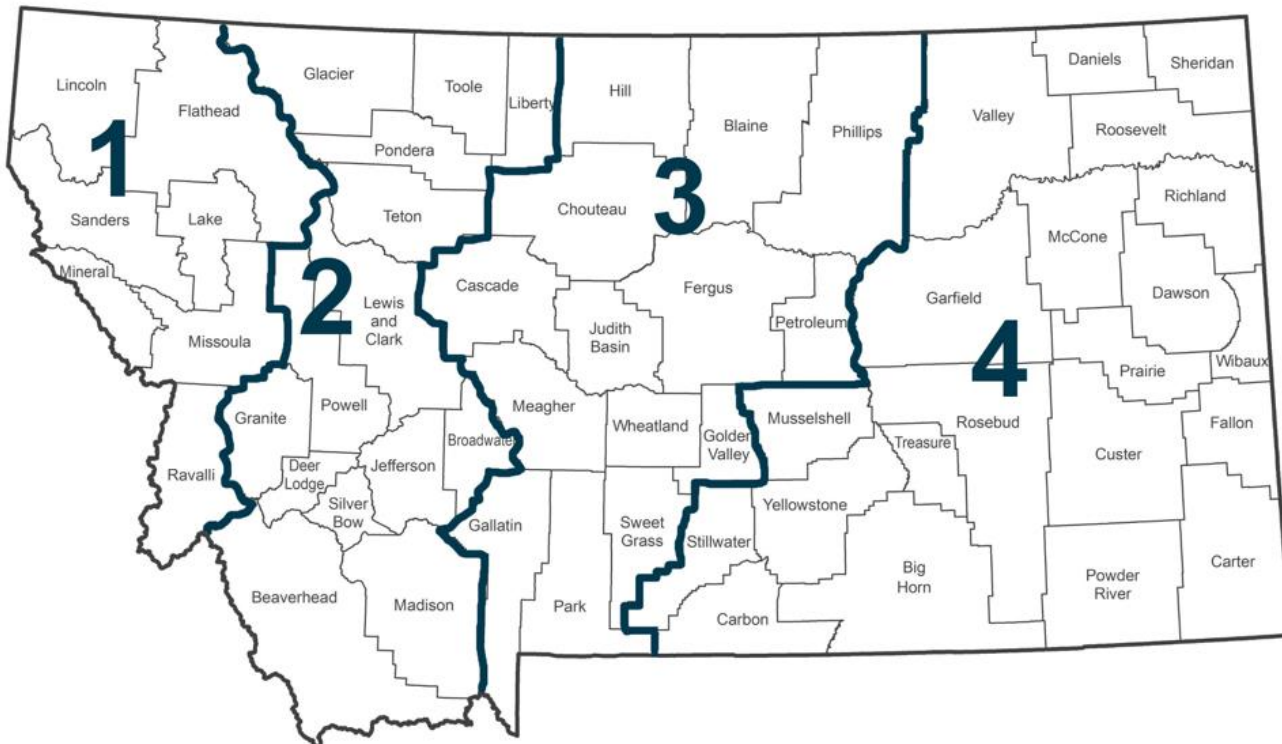
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income 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, and Missoula.*” 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: 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(18), 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. 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”

Q. 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

R. Welder Rates

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

S. 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.

WAGE RATES

BOILERMAKERS

	Wage	Benefit
District 1	\$30.25	\$30.30
District 2	\$30.25	\$30.30
District 3	\$30.25	\$30.30
District 4	\$30.25	\$30.30

Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, and pressure vessels.

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. \$55.00/day

>120 mi. \$70.00/day

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BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	\$26.58	\$14.00
District 2	\$26.58	\$14.00
District 3	\$26.22	\$14.00
District 4	\$26.22	\$14.00

Travel:

All Districts

0-45 mi. free zone

>45-60 mi. \$25.00/day

>60-90 mi. \$55.00/day

>90 mi. \$65.00/day

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CARPENTERS

	Wage	Benefit
District 1	\$22.06	\$13.07
District 2	\$22.00	\$13.36
District 3	\$22.00	\$13.07
District 4	\$24.58	\$13.07

Zone Pay:

All Districts

0-30 mi. free zone

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

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

Duties Include:

Install roll and batt insulation, and hardwood floors.

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CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefit
District 1	\$19.22	\$10.36
District 2	\$21.73	\$10.51
District 3	\$21.57	\$10.36
District 4	\$19.22	\$10.36

Duties Include:

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

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$2.95/hr.

>60 mi. base pay + \$4.75/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	Wage	Benefit
District 1	\$26.41	\$12.20
District 2	\$26.41	\$12.20
District 3	\$26.41	\$12.20
District 4	\$26.41	\$12.20

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, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	\$27.20	\$12.20
District 2	\$27.20	\$12.20
District 3	\$27.20	\$12.20
District 4	\$27.20	\$12.20

Zone Pay:
All Districts
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	\$28.45	\$12.20
District 2	\$28.45	\$12.20
District 3	\$28.45	\$12.20
District 4	\$28.45	\$12.20

Zone Pay:
All Districts
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

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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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	\$29.45	\$12.20
District 2	\$29.45	\$12.20
District 3	\$29.45	\$12.20
District 4	\$29.45	\$12.20

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	\$30.45	\$12.20
District 2	\$30.45	\$12.20
District 3	\$30.45	\$12.20
District 4	\$30.45	\$12.20

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	\$31.45	\$12.20
District 2	\$31.45	\$12.20
District 3	\$31.45	\$12.20
District 4	\$31.45	\$12.20

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	\$32.45	\$12.20
District 2	\$32.45	\$12.20
District 3	\$32.45	\$12.20
District 4	\$32.45	\$12.20

Zone Pay:
All Districts
0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

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.

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CONSTRUCTION LABORERS GROUP 1 / FLAG PERSON FOR TRAFFIC CONTROL

	Wage	Benefit
District 1	\$19.90	\$9.92
District 2	\$18.75	\$9.92
District 3	\$18.75	\$9.92
District 4	\$18.75	\$9.92

Zone Pay:
All Districts
0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

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CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	\$17.64	\$7.54
District 2	\$18.67	\$8.49
District 3	\$17.55	\$7.28
District 4	\$19.14	\$3.76

Zone Pay:
All Districts
0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

This group includes but is not limited to:

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

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CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	\$20.90	\$9.92
District 2	\$20.90	\$9.92
District 3	\$20.90	\$9.92
District 4	\$20.90	\$9.92

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 (excluding all surface preparation work for paint); Sod Cutter-Power and Tamper.

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Zone Pay:

All Districts

0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	\$21.20	\$9.92
District 2	\$21.20	\$9.92
District 3	\$22.44	\$9.92
District 4	\$21.20	\$9.92

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.

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

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Zone Pay:

All Districts

0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

DRYWALL APPLICATORS

	Wage	Benefit
District 1	\$22.00	\$13.07
District 2	\$22.00	\$13.36
District 3	\$22.00	\$13.07
District 4	\$22.00	\$13.07

Duties Include:

Drywall and ceiling tile installation.

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Zone Pay:

All Districts

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

ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	Wage	Benefit
District 1	\$29.28	\$13.09
District 2	\$29.23	\$12.83
District 3	\$30.50	\$12.57
District 4	\$32.74	\$13.37

Duties Include:

Electrical wiring; equipment and fixtures; street lights; electrical control systems. Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

Travel:

District 1

No mileage due when traveling in employer's vehicle.

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

- 0-10 mi. free zone
- >10-45 mi. \$0.585/mi. in excess of the free zone.
- >45 mi. \$75.00/day

Districts 2 & 3

No mileage due when traveling in employer's vehicle.

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

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$66.00/day

District 4

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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ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	\$50.82	\$31.89
District 2	\$50.82	\$31.89
District 3	\$50.82	\$31.89
District 4	\$50.82	\$31.89

Travel:

All Districts

0-15 mi. free zone
>15-25 mi. \$40.21/day
>25-35 mi. \$80.42/day
>35 mi. \$84.90/day or cost of receipts for hotel and meals, whichever is greater.

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FLOOR LAYERS

No Rate Established

Lay and install carpet from rolls or blocks on floors.
Install padding and trim flooring materials.

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GLAZIERS

	Wage	Benefit
District 1	\$18.55	\$2.50
District 2	\$16.20	\$2.50
District 3	\$21.37	\$1.18
District 4	\$21.49	\$2.26

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Travel and Per Diem:

All Districts

No travel or per diem established.

HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	\$28.51	\$17.91
District 2	\$28.51	\$17.91
District 3	\$28.51	\$17.91
District 4	\$28.51	\$17.91

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

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Travel:

All Districts

0-50 mi. free zone

>50 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Per Diem:

All Districts

\$65/day

INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	\$28.67	\$19.47
District 2	\$28.67	\$19.47
District 3	\$28.67	\$19.47
District 4	\$28.67	\$19.47

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

Travel:

All Districts

0-30 mi. free zone

>30-40 mi. \$20.00/day

>40-50 mi. \$30.00/day

>50-60 mi. \$40.00/day

>60 mi. \$45.00/day plus

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

>60 mi. \$80.00/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 - STRUCTURAL STEEL AND REBAR PLACERS

	Wage	Benefit
District 1	\$27.21	\$24.54
District 2	\$27.25	\$20.98
District 3	\$27.25	\$20.98
District 4	\$27.25	\$20.98

Duties Include:

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

Travel:

District 1

0-45 mi. free zone

>45-60 mi. \$35.00/day

>60-100 mi. \$60.00/day

>100 mi. \$80.00/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.

Districts 2, 3 & 4

0-45 mi. free zone

>45-85 mi. \$55.00/day

>85 mi. \$85.00/day

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MILLWRIGHTS

	Wage	Benefit
District 1	\$32.00	\$13.07
District 2	\$32.00	\$13.36
District 3	\$32.00	\$13.07
District 4	\$32.00	\$13.07

Zone Pay:

All Districts

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: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	\$19.38	\$7.81
District 2	\$18.60	\$8.76
District 3	\$23.73	\$8.76
District 4	\$19.93	\$9.28

Duties Include:

All surface preparation for paint.

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Travel:

All Districts

0-120 mi. free zone

>120 mi. \$45.00/day

PILE BUCKS

	Wage	Benefit
District 1	\$29.00	\$13.07
District 2	\$29.00	\$13.36
District 3	\$29.00	\$13.07
District 4	\$29.00	\$13.07

Duties Include:

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

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Zone Pay:

All Districts

0-30 mi. free zone

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

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

PLASTERERS

	Wage	Benefit
District 1	\$19.22	\$10.36
District 2	\$21.73	\$10.51
District 3	\$19.22	\$10.36
District 4	\$19.22	\$10.36

Duties Include:

All materials beyond the substrate, such as a moisture barrier, any type of drainage installation between the moisture barrier and insulation or EPS board, the attachment of the EPS board, installation of fiberglass mesh embedded in the base coat, any water-resistant coat that is applied on top of the insulation to serve as a weather barrier, and the application of the finish coat.

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$2.95/hr.

>60 mi. base pay + \$4.75/hr

PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	Wage	Benefit
District 1	\$28.28	\$14.56
District 2	\$30.17	\$15.83
District 3	\$30.17	\$15.83
District 4	\$31.81	\$17.86

Duties Include:

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

Travel:

District 1

0-30 mi. free zone
>30-50 mi. \$25.00/day
>50-75 mi. \$40.00/day
>75 mi. \$75.00/day

Special Provision

If transportation is not provided, mileage at \$0.35/mi. with a separate free zone of 20 miles is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence is required.

Districts 2 & 3

0-40 mi. free zone
>40-80 mi. \$35.00/day
>80 mi. \$85.00/day

Special Provision:

If employer provides transportation, travel pay will be ½ of the amounts listed above unless the employee stays overnight. If the employee chooses to stay overnight, the employee will receive the full amount of travel listed above even if the employer furnishes transportation.

District 4

0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$100.00/day.

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ROOFERS

	Wage	Benefit
District 1	\$24.17	\$11.48
District 2	\$23.44	\$ 9.08
District 3	\$19.69	\$ 5.28
District 4	\$20.84	\$ 2.23

Travel:

District 1

0-50 mi. free zone
>50 mi. \$0.35/mi.

District 2,

0-25 mi. free zone
>25 mi. \$0.35/mi.

District 3

0-25 mi. free zone
>25 mi. \$0.35/mi.

District 4

0-30 mi. free zone
>30 mi. \$0.25/mi.

Per Diem:

District 1

\$56.00/day

District 2

Employer pays for room + \$25.00/day.

District 3

Employer pays for room + \$25.00/day.

District 4

\$50.00/day.

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SHEET METAL WORKERS

	Wage	Benefit
District 1	\$28.51	\$17.91
District 2	\$28.51	\$17.91
District 3	\$28.51	\$17.91
District 4	\$28.51	\$17.91

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air veyer systems, and exhaust systems. All lagging over insulation and all duct lining. Metal roofing.

Travel:

All Districts

0-50 mi. free zone
>50 mi.

- \$0.25/mi. in employer vehicle
- \$0.65/mi. in employee vehicle

Per Diem:

All Districts

\$65.00/day

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SOLAR PHOTOVOLTAIC INSTALLERS

	Wage	Benefit
District 1	\$29.28	\$13.09
District 2	\$25.80	\$11.03
District 3	\$25.51	\$12.57
District 4	\$26.18	\$11.38

Travel:

District 1

No mileage due when traveling in employer's vehicle.

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

- 0-10 mi. free zone
- >10-45 mi. \$0.585/mi. in excess of the free zone.
- >45 mi. \$75.00/day

Districts 2 & 3

No mileage due when traveling in employer's vehicle.

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

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$66.00/day

District 4

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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SPRINKLER FITTERS

	Wage	Benefit
District 1	\$33.35	\$19.49
District 2	\$33.35	\$19.49
District 3	\$33.35	\$19.49
District 4	\$32.87	\$10.95

Duties Include:

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

Travel:

All Districts

- 0-60 mi. free zone
- >60-80 mi. \$19.00/day
- >80-100 mi. \$29.00/day
- >100 mi. \$90.00/day

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TAPERS

	Wage	Benefit
District 1	\$19.38	\$7.81
District 2	\$18.60	\$8.76
District 3	\$23.73	\$8.76
District 4	\$19.93	\$9.28

Travel:
All Districts
0-120 mi. free zone
>120 mi. \$45.00/day

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TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$31.13	\$4.71
District 2	\$22.22	\$5.07
District 3	\$22.40	\$5.23
District 4	\$24.13	\$8.74

Duties Include:

Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment.

Travel:
All Districts
The federal mileage rate/mi. in effect when travel occurs if using own vehicle.

Per Diem:
All Districts
Employer pays for meals and lodging up to \$65.00/day. When jobsite is located in Big Sky, West Yellowstone, and Gardiner, lodging and meals will be provided by the employer for all actual and reasonable expenses incurred.

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TILELAYERS, TERRAZZO AND MARBLE FINISHERS

	Wage	Benefit
District 1	\$18.82	\$13.38
District 2	\$18.82	\$13.38
District 3	\$18.82	\$13.38
District 4	\$18.82	\$13.38

Duties Include:

Finish work on hard tile, marble, and wood tile to floors, ceilings, and roof decks

Travel:
All Districts
0-60 mi. free zone
>60-75 mi. \$30.00/day
>75-215 mi. \$65.00/day
>215 mi. \$80.00/day

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TILELAYERS, TERRAZZO AND MARBLE SETTERS

Wage	Benefit	
District 1	\$26.04	\$13.38
District 2	\$26.04	\$13.38
District 3	\$26.04	\$13.38
District 4	\$26.04	\$13.38

Duties Include:

Apply hard tile, marble, and wood tile to floors, ceilings, and roof decks

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Travel:

All Districts

0-60 mi. free zone
>60-75 mi. \$30.00/day
>75-215 mi. \$65.00/day
>215 mi. \$80.00/day

TRUCK DRIVERS

	Wage	Benefit
District 1	\$28.88	\$9.42
District 2	\$28.88	\$9.42
District 3	\$28.88	\$9.42
District 4	\$28.88	\$9.42

This group includes but is not limited to:

Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; Dump Trucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

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Zone Pay:

All Districts

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$.485/hr.