



**Transportation Systems Department**  
**Streets Division**  
**TSD PROJECT# 93**  
**2023 CHIP & SEAL PROJECT**  
**Contract Book**

Christopher Couey, Deputy Director,  
Transportations Systems Department

3/7/23

Approval Date

**CITY OF HELENA PROJECT #TSD-93**  
**2023 CHIP & SEAL PROJECT TABLE OF CONTENTS**

---

**SECTION 1**

REQUEST FOR BID  
PROJECT AGREEMENT

---

**SECTION 2**

**EXHIBIT A**            BID DOCUMENTS

REQUEST FOR BID  
INSTRUCTIONS TO BIDDERS  
CITY STAFF TRANSMITTAL MEMORANDUM / BIDFORM  
BID FORM EXHIBIT 1    BID SECURITY  
BID FORM EXHIBIT 2    BID SHEET  
BID FORM EXHIBIT 3    BIDDER EXPERIENCE AND QUALIFICATIONS  
BID FORM EXHIBIT 4    ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

**EXHIBIT B**            PROJECT DRAWINGS AND PLANS

**EXHIBIT C**            PROJECT SPECIFICATIONS

- A. MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS
- B. MODIFICATIONS TO THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS
- C. ADDITIVE ALTERNATE #1- SPECIAL PROVISION

**EXHIBIT D**            CITY SUPPLIED MATERIALS

**EXHIBIT E**            INSURANCE CERTIFICATE

**EXHIBIT F**            BOND CERTIFICATES

- PERFORMANCE BOND
- PAYMENT BOND

**EXHIBIT G**            APPLICABLE PREVAILING WAGES

---

# **SECTION 1**

## CITY OF HELENA

### \*\*\*\*\* REQUEST FOR BID \*\*\*\*\*

The City is requesting sealed bids for the **2023 CHIP & SEAL PROJECT, Project No. TSD-93**. To be considered for award, the bid must be submitted as follows: one hard copy and one electronic copy, all bids must state the name and number of the project, be addressed to the Clerk of Commission, City of Helena, 316 North Park Avenue, Helena, Montana 59623 and be received by **1:30 P.M.** local time on **4/04/2023**, at which time the bids will be publicly opened and read. No bid may be withdrawn after the scheduled time of the public opening of bids.

***The proposed project consists of chip and seal of selected City streets designated by the Transportation Systems Department for a total, up to 200,240.56 square yards.***

Plans, specifications, and Instructions to Bidders are available on the City Website or at the City Transportation Systems Department, 3001 E. Lyndale Avenue, Helena, Montana.

A pre-bid conference for this project will be held on **March 23, 2022, at 10:00 A.M.** in the second-floor conference room of the City Fleet Maintenance Building, 3001 E. Lyndale Avenue, Helena, Montana.

Each bidder shall expressly covenant in the bid that if the bidder is awarded the contract, the bidder will, within 14 days after the bid is awarded, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. Each bid must be accompanied by bid security payable to the *City of Helena* for ten percent (10%) of the total amount of the bid. Bid security provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond, constitutes compliance with this requirement. The bid security protects and indemnifies the City against the failure or refusal of the successful bidder to timely enter into the contract.

The City reserves the right to reject any or all proposals received, waive informalities, postpone the award of the contract for a period not to exceed SIXTY (60) days, and accept the lowest responsive and responsible bid that is in the best interest of the City.

**Authorized and approved by:**



\_\_\_\_\_  
Christopher Couey, Transportation Systems Deputy Director

3/7/23

\_\_\_\_\_  
DATE

**PLEASE ADVERTISE ON: March 12, 2023, March 19, 2023 & March 26, 2023**

## **PROJECT AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as “City,” and **Insert Contractor Business Legal Name., Insert Contractor Address.** hereinafter referred to as “Contractor,” collectively referred to as “Parties.”

### **RECITALS**

1. The City issued a Request for Bid for **Project No. TSD-93**, hereinafter referred to as “Project,” pursuant to the requirements of all applicable statutes, rules, regulations, and ordinances, to 2023 Chip & Seal Project.
2. The City awarded the bid to Contractor on [Click or tap to enter a date](#), on the condition that the Contractor enters into this Agreement.

### **AGREEMENT**

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

1. **Effective Date and Term:** This Agreement is effective upon execution by both parties, and will terminate on: [10/15/2023](#). Any extension of the term of this Agreement must be set forth in writing and signed by both parties as specified in this Agreement.
2. **Contractor’s Acknowledgment of Conditions:** Contractor hereby acknowledges that Contractor has examined all available records and made field examinations of the site of the Project. Contractor has knowledge of the field conditions to be encountered during the Project. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.
3. **Work to be Performed:**
  - a. A description of the Project and Contractor’s duties is set forth in the City’s Request For Bid, Bid Form, and City’s Award (herein after “Bid Documents”), as awarded and accepted by City, and the drawings, plans, and Project specifications provided by the City and its architects and engineers. The Bid Documents are attached hereto as **Exhibit A**, Project Drawings and Plans are attached hereto as **Exhibit B**, and Project Specifications are attached hereto as **Exhibit C**, all of which are hereby incorporated into this Agreement by reference.

- b. Prior to the commencement of any work on the Project, Contractor's representatives and City's representatives must hold a meeting to establish a working understanding among the parties as to the scope of the Project and duties of the Contractor. At this meeting, Contractor and City must resolve any outstanding issues related to the plans, designs, drawings, and specifications. If the parties are unable to resolve these issues and the City fails, refuses, or is unable to approve the same, no work must commence on the Project until such issues are resolved and the City approves the related plans, designs, drawings, and specifications.
  - c. Contractor's Project plans, methods of operation, materials used, and individuals and subcontractors employed (collectively "Contractor's Resources") are subject to the City's approval at all times during the term of this Agreement, and must be such as to ensure the completion of the work in compliance with the deadlines set in the Project Schedule section of this Agreement.
  - d. During work on the Project, and as part of the final completion of the Project, Contractor must clean up the Project site, including the removal and satisfactory disposal of all waste, garbage, excess materials, equipment, temporary buildings, the removal or grading of all embankments made for Project purposes, the filling in of all excavations, and the performance of any other work necessary to restore the site to at least as good order and condition as at the commencement of the Project.
  - e. Contractor must, at Contractor's sole expense, replace any material or correct any work found by the City or its agents to be defective or otherwise not in compliance with the terms and conditions of this Agreement. In the event Contractor fails to replace or correct any defective work or materials after reasonable written notice by the City to do so, the City may take such corrective action, either with its own materials and employees or by retaining any third party to do so, and deduct the cost and expense of such corrective action from the Contractor's compensation.
4. **Labor and Materials:** Except for the materials provided by City, Contractor must furnish all the labor, materials, equipment, tools, and services necessary to perform and complete the Project. City will supply the materials as set forth in City Supplied Materials attached hereto as **Exhibit D**. Contractor is responsible for any loss or damage to materials, tools, or other articles used or held for use in the completion of performance of the Project.

5. **Project Management:**

- a. Contractor must give its personal attention to the faithful completion of the Project. Contractor, or its duly authorized representative assigned to serve as the Project

Manager, must be personally present at the site of the Project during working hours for the term of this Agreement until the completion of the Project.

- b. Contractor must maintain an office at the site of the Project and must have a complete, accurate, and up-to-date set of Project plans, drawings, and specifications at that office at all times and available for inspection.
  - c. Contractor is responsible for the safety of the work and must maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.
6. **Locating Underground Facilities:** Contractor is responsible for obtaining and determining the location of any underground facilities, including but not limited to, the location of any pipelines or utility supply, delivery, or service lines in accordance with the provisions of §69-4-501, et seq., MCA. Contractor must make every effort to avoid damage to underground facilities and shall be solely responsible for any damage that may occur. If City personnel assume responsibility for locating any underground facilities, this fact must be noted in writing prior to commencement of such location work.
7. **Permits:** Contractor must provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, and inspections from applicable governmental authorities, pay all fees and charges in connection therewith, and perform all surveys and locations necessary for the timely completion of the Project.
8. **Subcontractors:**
- a. Contractor may employ subcontractors for any work on the Project. Contractor must provide City with a list of all subcontractors employed.
  - b. Contractor remains fully responsible for the acts and omissions of any subcontractor, just as Contractor is for its own acts and omissions, and Contractor shall remain fully responsible and liable for the timely completion of the Project.
  - c. Contractor is solely liable for any and all payments to subcontractors. Contractor must hold all payments received from the City in trust for the benefit of subcontractors, and all such payments must be used to satisfy obligations of the Project before being used for any other purpose. Contractor must make any payments due to any subcontractor within seven (7) days of Contractor's receipt of payment, including a proportional part of the retainage Contractor has received from the City. In the event of a dispute regarding any subcontractor's invoice, Contractor must promptly pay the undisputed amount to the subcontractor and notify the subcontractor in writing of the amount in dispute and the reasons for the dispute. Any withholding of payment must comply with

the requirements of §28-2-2103, MCA. In the event Contractor is unwilling or unable to make timely and proper payment to any subcontractor, City may elect to withhold any payment otherwise due to Contractor and upon seven (7) days' written notice to Contractor, may pay subcontractor by direct or joint payment.

9. **Apprenticeship Requirement:** Pursuant to City of Helena Resolution No. 20469, all agreements for services with an agreement cost of one-hundred fifty thousand dollars (\$150,000) or more require that at least fifteen percent (15%) of labor hours within each apprenticeable trade be performed by apprentices of that trade. If the cost of this Agreements meets the stated threshold, Contractor hereby acknowledges that Contractor is required to utilize apprentices to perform work for a minimum of stated amount of labor hours and agrees to provide verified payroll reports on at least a monthly basis to the City, certifying the names of all workers performing labor hours, their trade, hours worked, and designation as journey level worker or apprentice.

☐ The City Manager has granted an adjustment from the requirements of this section of the Agreement as specified in **Exhibit ex "H"**, which is hereby incorporated by reference into this Agreement.

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

Contractor must comply with the provisions of the Montana Workers' Compensation Act. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of this Agreement and any renewal. Upon expiration, Contractor must send a proof of renewal to the City.

11. **Project Schedule:**

- a. *Complete by Date:* Contractor must complete the Project:

- ☐ within **number of days in words AND numbers. Ex. five (5)** days of the starting date stated in the Notice to Proceed.
- ☒ no later than August 18, 2023.



- b. *Project Phases*: Project phases must be completed according to the following schedule:

No specified Phases; project to be billed in entirety within 30 days of completion.

- c. Time is of the essence for completion of all work and each phase of the Project and liquidated damages may be assessed against the Contractor for failure to adhere to the Project Schedule as provided in this Agreement.
- d. In the event the City determines, at the sole discretion of the City, that Contractor's Resources are inadequate to meet the approved Project Schedule, the City may order the Contractor, in writing, to accelerate Contractor's performance to give reasonable assurances of timely completion and quality results. Acceleration ordered pursuant to this Section will not be deemed a Change Order as provided for in this Agreement and the Contractor will not receive an equitable adjustment for such acceleration. Nothing in this Section relieves the Contractor of its duties and responsibilities to plan for and complete the work in a timely manner according to the Project Schedule.

12. **Delays and Extensions of Time:**

- a. If Contractor's performance of this Agreement is prevented or delayed by any unforeseen cause beyond the control of the Contractor, including acts or omissions of the City, Contractor must, within five (5) business days of the commencement of any such delay, give the City written notice thereof. Further, Contractor must, within five (5) business days of the termination of any such delay, give the City written notice of the total actual duration of the delay. If the City is provided with these required notices and if the City determines that the cause of the delay was not foreseeable, was beyond the control of the Contractor, and was not a result of the fault or negligence of the Contractor, then the City will determine the total duration of the delay and extend the time for performance of the Agreement accordingly.
- b. Unless the delay is caused by the intentional interference of the City with the Contractor's performance, Contractor is not entitled to make any claim for damages or any other claim other than for an extension of time as herein provided by reason of any delays.
- c. Contractor is not entitled to any extension of time as set forth in the Project Schedule with respect to any work performed by Contractor that is not required by the terms and conditions of the Agreement and is not contained in a duly executed Change Order.

13. **Suspension:**

- a. The City may, by written notice to the Contractor, and at its convenience, for any reason, suspend the performance of all or any portion of the work to be performed on the Project (“Notice of Suspension”). The Notice of Suspension must set forth the anticipated duration of the suspension, if then known to the City.
- b. During the period of suspension, Contractor must use all reasonable efforts to mitigate and minimize costs, to the Contractor and the City, associated with the suspension.
- c. Upon Contractor’s receipt of the Notice of Suspension, unless the notice requires otherwise, Contractor must: **(1)** immediately discontinue work on the date and to the extent specified in the Notice of Suspension; **(2)** place no further orders or subcontracts for materials, services, or equipment; **(3)** promptly make every reasonable effort to obtain suspension upon terms satisfactory to City of all orders, subcontracts, and rental agreements to the extent that they relate to the performance of the work suspended; and **(4)** continue to protect and maintain the Project, including those portions on which work has been suspended.
- d. As compensation for the suspended work, Contractor will be reimbursed for the following costs, reasonably incurred, without duplication of any item, and to the extent that such costs directly resulted from the suspension: **(1)** a standby charge paid during the period of suspension which will be sufficient to compensate Contractor for keeping, to the extent required in the Notice of Suspension, Contractor’s organization and equipment committed to the Project in standby status; **(2)** all reasonably incurred costs for the demobilization of Contractor’s and subcontractor’s crews and equipment; **(3)** an equitable amount to reimburse Contractor for the cost to protect and maintain the Project during the period of suspension; and **(4)** an equitable adjustment in the cost of performing the remaining portion of the work post-suspension if, as a direct result of the suspension, the cost to Contractor of subsequently performing the remaining work on the Project has increased or decreased.
- e. Upon receipt of written notice by the City to resume the suspended work (“Notice to Resume Work”), Contractor shall immediately resume performance of the suspended work as to the extent required in the Notice to Resume Work. Any claim by Contractor for time or compensation described in Section 11(c) shall be made within fifteen (15) days after receipt of the Notice to Resume Work and Contractor shall submit a revised Project Schedule for the City’s review and approval. Contractor’s failure to timely make such a claim shall result in a waiver of the claim.
- f. Contractor is not entitled to claims for compensation or extension of time to complete the Project if the suspension results from Contractor’s non-compliance with or breach of the terms or requirements of this Agreement.

#### 14. **Compensation:**

- a. *Agreement Amount:* City will pay to Contractor, and Contractor will accept as full payment for the performance of this Agreement and the Project, the amount **insert amount in words AND numbers. Ex. five (\$5)**. Both parties hereby acknowledge that this Agreement Amount has been calculated based upon the unit prices specified in the Bid Documents, attached hereto as **Exhibit A**, as submitted by the Contractor and accepted by the City.
- b. *Retainage Amount:* City will retain five percent (5%) of the total amount of compensation to be paid to the Contractor, including from Monthly Progress Payments, to ensure compliance with the terms and conditions of this Agreement and the timely completion of the Project and any and all “punch list” items. The Retainage Amount must be paid to Contractor within thirty (30) business days after the City’s final acceptance of the portion of work for which a separate price is stated in the specifications for the Project.
- c. *Contractors’ Gross Receipts Tax:* Contractor understands that all contractors or subcontractors working on a publicly funded construction project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is more than Five Thousand (\$5,000.00) Dollars in accordance with Title 15 Chapter 50 of the Montana Code Annotated. Contractor must withhold this tax from payments made to subcontractors by Contractor.
- d. If the City requires work to be performed that is outside of the work specified in this Agreement, any such additional work and the related compensation must be agreed upon in writing by both parties, as specified in this Agreement, prior to commencement of any additional work.
- e. Contractor is not entitled to any increase in Contractor’s compensation for any work performed by Contractor that is not required by the terms and conditions of this Agreement or a duly executed Change Order.
- f. *Monthly Progress Payments:*
  - i. After the commencement of work on the Project, the Contractor may request monthly progress payments by submitting an Application for Payment to the City during each successive calendar month, with a copy to the project architect or engineer. The Application for Payment must be based upon the actual or estimated percentage of work completed and materials supplied on the Project prior to the

date of the Application and must be filled out and signed by the Contractor. Contractor must attach all supporting documentation to the Application, including certified payroll records and receipts, to verify that the work claimed in the Application has been completed. Only one Application for Payment may be submitted within a calendar month.

- ii. Beginning with the second Application for Payment, each Application must also include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied to the account to discharge City's obligations associated with the prior Applications for Payment.
- iii. City and its architect or engineer must promptly review all Applications for Payment and, within twenty-one (21) business days after receipt of each Application, determine whether a progress payment should be disapproved in whole or in part. An Application for Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless prior to the expiration of the twenty-one (21) day period the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved. A progress payment or any portion thereof may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** failure to remedy defective Project work or materials; **(3)** disputed work or materials; **(4)** failure to comply with material provisions of this Agreement, drawings, plans, specifications for the Project, or other required documents, including but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; **(5)** failure of Contractor to make timely payment for claims including, but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; **(6)** damages to the City; **(7)** Contractor's non-compliance with applicable federal, state, and local laws, rules, and ordinances.
- iv. If the City disapproves only a portion of an Application for Payment and withholds an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the reasons set out above, the remainder of the Application for Payment is considered approved. City must tender the balance of the approved monthly progress payment to Contractor within ten (10) business days following approval.
- v. City's approval of any progress payment shall not operate as City's acceptance of any portion of the Project as complete or free of defects or nonconformities, nor shall it operate as a waiver of Contractor's obligations under the Agreement including, but not limited to, Contractor's testing and warranty obligations.

g. *Final Payment:*

- i. Upon completion of the Project, Contractor must submit an Application for Final Payment to the City, with a copy to the project architect or engineer, seeking payment of the remaining balance of Contractor's compensation, including all retainage amounts. Contractor must attach all supporting documentation and receipts to the Application for Final Payment to verify that the Project has been fully and finally completed in compliance with all terms and conditions of the Agreement, including complete and legally effective releases or waivers of all liens or encumbrances that have been filed against the Project, and a consent from all of Contractor's sureties to final payment. In addition, Contractor must include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied to the account to discharge City's obligations associated with the Project and that the prior Applications for Payment and all claims asserted by any person arising from or related to the Project have been settled or satisfied. In the event any claims have not been settled or satisfied, the Affidavit must contain a complete listing of such claims, the name and address of each person making a claim, the facts and circumstances surrounding each claim, the amount of each claim, and the efforts made to date by Contractor to resolve, settle or satisfy each claim.
- ii. City and its architect or engineer shall promptly review the Application for Final Payment and, within twenty-one (21) business days after receipt of the request, determine whether it should be disapproved in whole or in part. An Application for Final Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved prior to the expiration of the 21-day period. A final payment or any portion may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** after City's final inspection of the Project, Contractor has not completed all punch list items and failed to remedy defective Project work or materials; **(3)** disputed work or materials; **(4)** failure to comply with material provisions of this Agreement, drawings, plans, specifications for the Project, or other required documents including, but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; **(5)** failure of Contractor to make timely payment for claims including, but not limited to, claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; **(6)** claims have been brought or liens have been filed against Contractor or the City related to the Project, or any such claims have not been properly documented in Contractor's Affidavit; **(7)** damage to the

City; (8) Contractor has not delivered all maintenance and operating instructions, marked-up record documents, and any other documents relating to the Project as required by City; and (9) the Contractor is not in compliance with applicable federal, state, and local laws, rules, and ordinances and has not remedied the noncompliance.

- iii. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.
  - iv. Final payment is due and payable within fourteen (14) business days of City's approval, but City may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the items set out above and any tax withholding required by law.
  - h. Upon acceptance of final payment and for other good and valuable consideration, Contractor releases and forever discharges City, its officers, agents, and employees of and from any and all claims, demands, actions, causes of action, obligations, and liabilities of every kind and character whatsoever, in law and in equity, whether now known or in the future discovered, arising from or related to this Agreement or the Project that Contractor may have or assert against City, its officers, agents, and employees.
15. **Indebtedness and Liens**: Before City will make any final payment to Contractor, Contractor must furnish the City with satisfactory proof that there are no outstanding debts or liens in connection with the Project. If the Contractor allows any indebtedness to accrue to subcontractors or others during the progress of the work, and fails to pay or discharge the same within five (5) days after demand, then City may either withhold any money due to Contractor until such indebtedness is paid or apply the same towards the discharge of the indebtedness. If any lien or claim is filed or made by any subcontractor, material supplier, or any other person, the Contractor shall immediately notify the City and shall cause the same to be discharged of record within thirty (30) days after its filing.
16. **Liquidated Damages**: If the Project is not completed within the time provided by this Agreement, the City may deduct for each day the Project remains uncompleted the sum of Five Hundred Dollars (\$ 500.00) from the compensation hereinafter specified and retain

that sum as payment for liquidated damages sustained by reason of the Contractor's failure to complete the Project on time.

**17. Change Orders**

- a. Except for minor modifications in the work, not involving an increase of costs or Contractor's compensation, and not inconsistent with the purposes of the work required by the Agreement, and except in an emergency situation which endangers life or property, no change to the work requirements can be made except pursuant to a written Change Order from the City's authorized representative.
- b. City may, at any time, order changes, additions, deletions, or revisions to the work on the Project by submitting a written Change Order to Contractor. Upon receipt of any Change Order, Contractor must comply with the terms of the Change Order. The terms of the Change Order supersede and replace any previously stated terms related to the Project including as specified in this Agreement.
- c. City and Contractor must negotiate in good faith for an agreement as to any increase or decrease in the Contractor's compensation that results from any Change Order. The increased or decreased Contractor's compensation must be set forth in the Change Order and both the City and the Contractor must sign the Change Order as an indication of their respective acceptance of the changes and modifications to the Agreement.
- d. In the event the City and Contractor are unable to agree upon the increase or decrease in Contractor's compensation the City will pay the Contractor on a force account basis for labor and materials used to perform the work specified by the Change Order and the previously agreed upon mark-up for Contractor's overhead and profit. The costs of the labor and materials will be determined as follows:
  - i. Contractor's actual, direct payroll expenses for the cost of labor. Payroll expenses can only include actual gross wages paid, without any deductions, withholding, or overhead.
  - ii. Contractor's previously agreed upon mark-up fee that covers Contractor's liability insurance, workers' compensation, and Social Security taxes applicable to wages, Contractor's reasonable profit, the costs for the use of small tools and equipment not otherwise classified under heavy equipment use, and Contractor's general overhead expenses.

- iii. Contractor's actual cost of materials, including actual transportation costs, for all materials supplied by Contractor.
  - iv. Costs for the use of heavy equipment and the transportation of the same. Such costs will be the actual rental fees incurred for the use of the heavy equipment and the actual costs of transporting such heavy equipment to and from the site of the Project.
  - e. Decreases to Contractor's compensation will be determined by the City's good faith estimate. If Contractor disagrees with such good faith estimate, Contractor can avail itself of the Dispute Resolution provisions set forth in the Agreement.
18. **Inspection and Testing**: City has the right to inspect and test any and all work performed by Contractor on the Project. Contractor must allow City and its officers, agents, employees, and representatives, access to the Project at all times and must provide every reasonable facility for the purpose of such inspection and testing, including temporarily discontinuing portions of the work or uncovering or taking down portions of the finished work. Any inspection and testing performed by the City and its agents is for the sole benefit of the City and does not relieve the Contractor of its duty, responsibility, and obligation to ensure that the work strictly complies with the Agreement terms and conditions and all applicable federal, state, and local, laws, rules, and regulations, including building and safety codes. City's inspection and testing is not to be deemed or considered acceptance by the City of any portion of the Project. City's inspection and testing shall not serve to nullify, amend, or waive any warranties provided by the Contractor under this Agreement.
19. **Partial Utilization of Project**: City has the right to use or occupy any portion of the Project that City and Contractor mutually agree is substantially completed and constitutes a separately functioning and usable part of the Project for its intended purpose without significant interference with Contractor's performance of the remaining portions of the Project. In the event City takes possession of any portion of the Project, such possession shall not be deemed an acceptance of the Project, in whole or in part. Contractor will still be required to conduct any final testing of the portions in the possession of the City. City's use of any portion of the Project shall not be grounds for extensions of any Project deadlines or a change in the Contractor's compensation.
20. **Related Work at the Site**: Nothing in this Agreement shall prevent or preclude City, its employees, officials, or agents, from performing other work related to the Project at the Project site; provided such related work is not otherwise addressed in this Agreement and provided such related work does not otherwise interfere with Contractor's performance of this Agreement or the completion of the Project. Contractor must afford any City employee,



agent, or representative, or any third party under contract with the City to perform the related work, proper and safe access to the Project site, a reasonable opportunity for the introduction and storage of materials and equipment, the opportunity to perform the related work, and must properly coordinate the Contractor's work on the Project with the related work.

21. **No Damage or Disruption:** Contractor's performance must be without damage or disruption to any other work or property of the City or of others and without interference with the operation of existing machinery or equipment. Contractor may be held financially responsible for any damage or disruption to City property or operations.

22. **Contractor's Warranties:** Contractor represents and warrants as follows:

- a. Contractor's warranties shall run from the completion and acceptance of the total Project by the City and not from the date the City may take possession of selected portions of the Project.
- b. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Project must be new and where not otherwise specified, of the most suitable grade for their intended uses.
- c. All workmanship and materials shall be of a kind and nature acceptable to the City.
- d. All equipment, materials, and labor provided to, on, or for the Project must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work on the Project and ending one (1) year from the final completion and acceptance by the City of the Project, regardless of whether such equipment, materials, or labor were supplied directly by Contractor or indirectly by Contractor's subcontractors or suppliers. Other express warranties on materials that provide for a warranty period longer than one (1) year apply for the period of that express warranty and are not reduced by this provision. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor must take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor must also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.
- e. Contractor and its sureties are liable for the satisfaction and full performance of all

warranties.

23. **Contractor's Acceptance of Risk:** Contractor hereby acknowledges and accepts that all performed on the Project by the Contractor is at Contractor's own risk, and Contractor will promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss. If the damage or loss is caused by an intentional or negligent act of the City, the risk of such loss will be placed on the City.

24. **Hold Harmless and Indemnification:** For all services rendered, Contractor agrees, to the fullest extent permitted by law, to protect, defend, hold harmless, and save the City, its elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damage, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any act or omission on the part of the Contractor or Contractor's agents, employees, officers, representative, assignees, invitees, or subcontractors in connection with this Agreement.

25. **Insurance:**

a. *Required Coverage:* At the time of entry into this Agreement, Contractor must have in place the following insurance coverage (check all that apply) :

<input checked="" type="checkbox"/>	Commercial General Liability (bodily injury and property damage)	\$ 2,000,000 per occurrence \$ 4,000,000 aggregate
<input checked="" type="checkbox"/>	Products and Completed Operations	\$ 3,000,000
<input checked="" type="checkbox"/>	Automobile Liability (all owned, hired, non-owned)	\$1,500,000 per accident
<input checked="" type="checkbox"/>	Workers' Compensation	Not less than statutory limits
<input checked="" type="checkbox"/>	Employers' Liability	\$1,500,000
<input checked="" type="checkbox"/>	Professional Liability (E&O)	\$1,500,000

<input checked="" type="checkbox"/>	Builder's Risk/Property Insurance	Equal to greater of Contractor's compensation or full replacement (covering all work, buildings, materials and equipment, whether on site or in transit, loss due to fire, lightening, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws, water damage, flood if site within a flood plain, repair or replacement costs, testing and start-up costs)
<input checked="" type="checkbox"/>	Owner's and Contractor's Protective Liability	\$ 1,000,000 per occurrence \$ 3,000,000 aggregate
<input checked="" type="checkbox"/>	On-Hook Coverage	\$ 500,000
<input checked="" type="checkbox"/>	Transit Coverage	\$ 1,000,000

This coverage must be maintained through the termination of this Agreement and for a minimum of one (1) year following the date of expiration of Contractor's warranties.

All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least forty-five (45) days prior written notice has been given to Contractor, City, and all other additional insured to whom a certificate of insurance has been issued.

- b. *Required Documentation:* The insurance must be in a form suitable to City. Certificates must be provided to the City and included as part of this Agreement as **Exhibit E**. Contractor must notify City thirty (30) days prior to the expiration of any such required insurance coverage and must ensure such required insurance coverage is timely renewed during the term of this Agreement so that there is no lapse in coverage during Contractor's performance of this Agreement. Contractor must further notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.
- c. *City as Additional Insured:* Each required insurance coverage must name the City as an additional insured.

- d. *Coverage to be Primary:* The Contractor's insurance coverage is to be primary insurance with respect to City, its elected and appointed officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, agents, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

26. **Bonds:** Contractor must make, execute, purchase, maintain, deliver to City, and include as part of this Agreement as **Exhibit F** the bonds specified in this Section in an amount at least equal to the Contractor's compensation under this Agreement, conditioned that the Contractor must faithfully perform all of Contractor's obligations under this Agreement and pay all laborers, mechanics, subcontractors, material suppliers and all persons who supply the Contractor or Contractor's subcontractors with provisions, provender, material, or supplies for performing work on the Construction Project. All bonds must be obtained with a surety company that is duly licensed and authorized to transact business within the state of Montana and to issue bonds for the limits so required. The surety company must have a Best's Financial Strength Rating of A, as rated by the A. M. Best Co., or an equivalent rating from a similar rating service. All bonds must remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Contractor's warranties. A certified copy of the agent's authority to act must accompany all bonds signed by an agent. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business within the State of Montana is terminated, Contractor must promptly notify City and shall within twenty (20) days after the event giving rise to such notification, provide another bond with another surety company, both of which shall comply with all requirements set forth herein.

The following bonds are required:

Performance Bond	Equal to Contractor's compensation amount
Payment Bond	Equal to Contractor's compensation amount

27. **No Assignment or Transfer:** Contractor may not assign or transfer this Agreement or any of its rights, duties, or obligations hereunder without prior express written consent of the City or as otherwise provided for in this Agreement.
28. **Compliance with Laws:** Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules, and regulations, including but not limited to: all workers' compensation laws; all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA); the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA; all applicable City, County, and State building and electrical codes; and utilization

of minority and small business statutes and regulations. Contractor must have a valid City business license.

29. **Hazard Communication:** Contractor must comply with all hazard communication requirements dictated by the Environmental Protection Agency, the Montana Department of Agriculture, OSHA, Hazard Communications Standard, 29 CFR 1910.1200, and applicable City ordinances. Contractor shall supply a chemical list, the associated material safety data sheets (MSDS), and other pertinent health exposure data for chemicals that the Contractor's, subcontractor's, City's elected and appointed officials, officers, agents, employees, and volunteers, or members of the public, may be exposed to while working on City property during the course of the Project. One copy of this documentation must be delivered to City to the attention of the City's Representative. This documentation must be delivered before work involving these chemicals may commence.

30. **Labor Preferences and Prevailing Wages:**

- a. For purposes of Montana's prevailing wage requirements, this Project is classified as **HEAVY CONSTRUCTION**. The Montana Prevailing Wage Rates for this type of project are attached hereto as **Exhibit G** which is incorporated herein by this reference.
- b. Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor's employees and the frequency of such payments (i.e., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the site of the project and shall be made no later than the first day of work. Such posting shall be removed only upon the final completion of the Project and the termination of this Agreement.
- c. In performing the terms and conditions of this Agreement and the work on the Project, Contractor shall give preference to the employment of bona fide residents of Montana as required by §18-2-403, MCA, and as such term is defined by §18-2-401(1), MCA. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.
- d. Contractor must pay all hourly wage employees on a weekly basis. Violation of the requirements may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor must maintain payroll records and provide certified copies to the City upon request. Contractor must maintain such payroll records during the term of this Agreement, the course of the work on the Project, and for a period of three (3) years following the date of final completion of the Project and termination of this Agreement.

31. **Taxes and Withholdings:** Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings.
32. **Nondiscrimination:** Contractor agrees that it will not discriminate based on any protected class in any of its activities or provision of services regardless of whether or not those activities or services are provided in connection with this Agreement. Contractor agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.
33. **Intoxicants; DOT Drug and Alcohol Regulations:** Contractor shall not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, upon the site of the Project. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.
34. **Website Privacy Policy:** If Contractor collects any data electronically as part of performance of this Agreement, Contractor agrees to comply with and follow the City's Website Privacy Policy in order to ensure the data security and data quality of personally identifiable information that is collected during the course and scope of this project.
35. **Records Access and Retention:** Contractor agrees to create and retain records, including but not limited to, books, correspondence, instructions, drawings, specifications, field and site notes, receipts, invoices, bills, contracts, or other documents supporting the services rendered or goods delivered in connection with this Agreement. Contractor agrees, to the extent permitted by law, to provide the City, or the City's authorized agent, access to any such records at the City's request. The City may terminate this Agreement without incurring liability if the Contractor refuses to allow access to records as provided in this section. Contractor agrees to retain any records concerning this Agreement for eight (8) years after the Agreement termination date. The obligation to maintain records required by this section survives the termination or the expiration of this Agreement.
36. **Ownership and Publication of Materials:**

All plans, designs, drawings, specifications, documents, sample results and data, in whatever medium or format, originated or prepared by or for Contractor in contemplation

of, or in the course of, or as a result of this Agreement or work on the Project, must be promptly furnished to the City ("City Documents and Information"). All City Documents and Information become the exclusive property of the City and are deemed to be works-for-hire. Contractor hereby assigns to the City all rights, title, and interest in and to the City Documents and Information, including but not limited to, all copyright and patent rights. Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

Title to all work, materials, and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Project or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

37. **Representatives and Notice Protocol:** Any notice or demand required or permitted to be given under the terms of this Agreement must be in writing. Written notice must be deemed given when hand-delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery. If either party changes address or contact person, it must notify the other party in writing at the address provided in this section.

- a. The City's Representative for purposes associated with this Agreement is:

Name: Darrin Pearce, Streets Supervisor  
Address: 3001 E Lyndale Avenue, Helena, MT 59601  
Phone: 406-457-8538  
E-Mail: dpearce@helenamt.gov

The City may designate any other individual as the City's Representative so long as notice of such designation is provided to the Contractor in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to City's Representative and approvals or authorizations must be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents and may receive approvals or authorization from such persons.

- b. The Contractor's Representative for purposes associated with this Agreement is:

Name: [Insert Name and Title.](#)  
Address: [Insert Mailing Address.](#)

Phone:           Insert Phone number.  
E-Mail:           Insert Email Address.

The Contractor may designate any other individual as the Contractor's Representative so long as notice of such designation is provided to the City in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication must be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

**38. Dispute Resolution:**

- a. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. Both parties will share equally in cost of hiring a mediator.
- b. If the parties are unable to resolve the dispute within a reasonable time from the date the dispute was first raised, then such dispute must be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

**39. Termination for Contractor's Fault:**

- a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the Project ("Termination Notice Due to Contractor's Fault"). The City may then take over the Project and complete it, either with its own resources or by re-letting the contract to any other third party, and may immediately take possession of and use such materials, appliances, tools, and equipment as may be on the site and which may be necessary for the completion of the Project.
- b. In the event of a termination pursuant to this Section, Contractor is entitled to payment only for those services Contractor actually rendered. In the case of a lump sum or unit price Agreement, Contractor is not entitled to any further payment until the Project has been completed. Upon completion of the Project, if the unpaid balance of the Contractor's compensation exceeds the cost to the City of completing the work,



including all costs paid to any subcontractors or third parties retained by the City to complete the Project and all administrative costs resulting from the termination (“City’s Cost for Completion”), such excess must be paid to the Contractor. If the City’s Cost for Completion exceeds the unpaid balance of the Contractor’s compensation, then Contractor and its sureties shall be liable for and shall pay the difference, plus interest at the rate applicable to court judgments, to the City.

- c. Any remedies provided for by this Section are in addition to any other remedies to which the City may be entitled under the law or at equity.
- d. If the Agreement is terminated pursuant to this Section, Contractor is not entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

**40. Termination for City’s Convenience:**

- a. Should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease work on the Project, City may terminate this Agreement by written notice to Contractor (“Notice of Termination for City’s Convenience”). The termination will be effective in the manner specified in the Notice of Termination for City’s Convenience and must be without prejudice to any claims that the City may otherwise have against Contractor.
- b. Upon receipt of the Notice of Termination for City’s Convenience, unless otherwise directed in the Notice, the Contractor must immediately cease work on the Project, discontinue placing orders for materials, supplies, and equipment for the Project, and make every reasonable effort to cancel all existing orders or contracts upon terms satisfactory to the City. Contractor must do only such work as may be necessary to preserve, protect, and maintain work already completed, in progress, or in transit to the Project site.
- c. In the event of a termination pursuant to this Section, Contractor is entitled to payment only for those services Contractor actually rendered and materials actually purchased or which Contractor has made obligations to purchase on or before the receipt of the Notice of Termination for City’s Convenience, and reasonably incurred costs for demobilization of Contractor’s and any subcontractor’s crews. It is agreed that any materials that City is obligated to purchase from Contractor will remain the City’s sole property.
- d. The compensation described in this Section is the sole compensation due to Contractor

for its performance of this Agreement. Contractor is not, under any circumstances, entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

41. **Limitation on Contractor's Damages; Time for Asserting Claim:**

- a. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages are limited to the Agreement Amount as stated in this Agreement, and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.
- b. In the event Contractor wants to assert a claim for damages of any kind or nature, Contractor must provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within ten (10) business days of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor waives all rights to assert any such claim.

42. **Authority:** Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement.

43. **Survival:** Contractor's indemnification and warranty obligations survive the termination or expiration of this Agreement for the maximum period allowed under applicable law unless specifically stated otherwise elsewhere in this Agreement.

44. **Remedies Non-Exclusive:** Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.

45. **Failure to Enforce Not a Waiver:** City's failure, at any time, to enforce or to seek strict compliance with any provision of this Agreement or to exercise any right or remedy arising from the breach thereof does not constitute a waiver of that provision or remedy or of any other provision of this Agreement or available remedy.

46. **Binding Effect:** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

47. **No Third-Party Beneficiary:** This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or

enforced by a third party.

48. **Full Integration:** This Agreement, together with its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein and supersedes any prior statements, understandings, promises, or representations made by either party or their agents. No agent or representative of either party has authority to make any representations, statements, warranties, or agreements not herein expressed.

The following exhibits are made part of this Agreement by reference:

Exhibit A – Bid Documents (including Request for Bid, Bid Form, City’s Award)

Exhibit B – Project Drawings and Plans

Exhibit C – Project Specifications

Exhibit D – City Supplied Materials

Exhibit E – Insurance Certificates

Exhibit F – Bond Certificates

Exhibit G – Applicable Prevailing Wages

[List any additional Exhibits attached here or hit space to eliminate this text.](#)

49. **Amendments in Writing:** All amendments to this Agreement must be in writing and executed by all parties to this Agreement.
50. **Governing Law and Venue:** This Agreement and any extensions hereof is governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.
51. **Headings:** The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.
52. **Severability:** If any term or provision of this Agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term, condition, or provision held to be invalid.
53. **Counterparts:** This Agreement may be executed in counterparts, which together constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates stated below.

**FOR THE CITY OF HELENA MONTANA**

**Signed:** \_\_\_\_\_  
**By:** **Tim Burton, City Manager**

**Dated:** \_\_\_\_\_

**FOR THE CONTRACTOR**

**Signed:** \_\_\_\_\_  
**By:** **Insert Name., Insert Title.**

**Dated:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**Signed:** \_\_\_\_\_  
**By:** **Rebecca Dockter, City Attorney**

**Dated:** \_\_\_\_\_

**Exhibit A**  
**Bid Documents**  
**(Request for Bid, Bid Form, City's Award)**

**CITY OF HELENA**

**\*\*\*\*\* REQUEST FOR BID \*\*\*\*\***

The City is requesting sealed bids for the **2023 CHIP & SEAL PROJECT, Project No. TSD-93**. To be considered for award, the bid must be submitted as follows: one hard copy and one electronic copy, all bids must state the name and number of the project, be addressed to the Clerk of Commission, City of Helena, 316 North Park Avenue, Helena, Montana 59623 and be received by **1:30 P.M.** local time on **4/04/2023**, at which time the bids will be publicly opened and read. No bid may be withdrawn after the scheduled time of the public opening of bids.

***The proposed project consists of chip and seal of selected City streets designated by the Transportation Systems Department for a total, up to 200,240.56 square yards.***

Plans, specifications, and Instructions to Bidders are available on the City Website or at the City Transportation Systems Department, 3001 E. Lyndale Avenue, Helena, Montana.

A pre-bid conference for this project will be held on **March 23, 2022, at 10:00 A.M.** in the second-floor conference room of the City Fleet Maintenance Building, 3001 E. Lyndale Avenue, Helena, Montana.

Each bidder shall expressly covenant in the bid that if the bidder is awarded the contract, the bidder will, within 14 days after the bid is awarded, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. Each bid must be accompanied by bid security payable to the *City of Helena* for ten percent (10%) of the total amount of the bid. Bid security provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond, constitutes compliance with this requirement. The bid security protects and indemnifies the City against the failure or refusal of the successful bidder to timely enter into the contract.

The City reserves the right to reject any or all proposals received, waive informalities, postpone the award of the contract for a period not to exceed SIXTY (60) days, and accept the lowest responsive and responsible bid that is in the best interest of the City.

**Authorized and approved by:**



\_\_\_\_\_  
Christopher Couey, Transportation Systems Deputy Director

3/7/23

\_\_\_\_\_  
DATE

**PLEASE ADVERTISE ON: March 12, 2023, March 19, 2023 & March 26, 2023**

## **INSTRUCTIONS TO BIDDERS**

**BIDS:** All bids must be made on the forms provided in this bound copy of the Contract Documents. All bids must be legibly written in ink with all prices given in figures and total bid amount given in words and figures. No alterations by erasures or interlineations will be permitted in bids or in the printed forms. Each bid shall be enclosed in a sealed envelope addressed to: Clerk of the City Commission, 316 North Park Avenue, Helena, Montana 59623, and endorsed on the outside of the envelope with the words:

### **2023 CHIP & SEAL PROJECT NO. TSD-93**

Bids shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations therefrom may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the bid being submitted may be rejected as irregular.

**BID SECURITY:** To be considered, the bid must be accompanied by a bid security unconditionally payable to the *City of Helena* for ten percent (10%) of the total amount of the bid. Each Bidder shall expressly covenant in the bid that if the Bidder is awarded the contract, the Bidder will, within 14 days after the bid is awarded, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. Bid security must be provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond. Bid security through a bid, guaranty or surety bond must be issued by a surety company authorized to do business in the State of Montana. The bid security protects and indemnifies the City against the failure or refusal of the successful Bidder to timely enter into the contract.

**SIGNATURE OF BIDDERS:** Each bid must be signed in ink by the Bidder with the Bidder's full name and business address or place of residence. If the Bidder is a firm or partnership, the name and residence of each member must be inserted. If the bid is submitted by or in behalf of a corporation, it must be signed in the name of the corporation by a corporate official authorized to bind the corporation and who shall also affix the corporate seal of the corporation to the bid. Any bid by a corporation signed by a person other than a corporate officer must be accompanied by a power of attorney showing that person's authority to sign for the corporation.

**ONLY ONE PROPOSAL:** No Bidder may submit more than one bid. Two bids under different names will not be received from one firm, partnership, association, or corporation.

**RESPONSIBILITY OF AGENT:** Any person signing a bid as the agent of another, or of others, may be required to submit satisfactory evidence of authority to so sign.

**TITLE:** The position title of any person executing the bid or Agreement shall be clearly indicated beneath the signature.

**QUALIFICATIONS OF BIDDERS:** The Bidder may be required to submit satisfactory evidence that Bidder has practical knowledge of the particular work bid upon and has the necessary financial resources to complete the proposed work.

In determining if a Bidder is a responsible bidder, consideration will be given as to whether the Bidder involved: (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has a financial status suitable to meet obligations incident to the work; and (d) has experience in projects of comparable scope and complexity that were satisfactorily completed.

Each Bidder may be required to show that previous work performed by that Bidder has been handled in such a manner that there are no just or proper claims pending against such work. A Bidder will not be acceptable if that Bidder is engaged on any other work that impairs the financial ability to perform the work. A Bidder may demonstrate financial ability by meeting all requirements herein stipulated, when requested.

Bidder is not deemed a responsible bidder if Bidder is delinquent in payment of property taxes or special improvement district assessments for at least six (6) months.

Any Bidder required by the Helena City Code to have a general business license in the City of Helena must obtain it before a bid can be awarded to a bidder.

**EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** Before submitting a bid, each Bidder should: (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with location conditions that may in any manner affect cost, progress, or performance of the work; (c) become familiar with federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

Each Bidder may, upon request, examine those reports of investigations and tests of subsurface and latent physical conditions at the site, if any, which have been relied upon in preparing the drawings and specifications. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the bid each Bidder will, at Bidder's own expense, make such additional investigations and tests deemed necessary to determine that the bid for performance of the work is in accordance with the time, price, and other terms and conditions of the Contract Documents.

Upon request, City will provide each Bidder access to the site to conduct such investigations and tests each Bidder deems necessary for submission of a bid. Any administrative requirements and associated costs of such investigations are the responsibility of each Bidder.

The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use in performing the work are identified in the specifications or on the drawings.

The submission of a bid will constitute an incontrovertible representation by a Bidder that the Bidder has complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.



**INTERPRETATION OF CONTRACT DOCUMENTS:** If any person contemplating submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract Documents, that person may submit a written request to the City for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued and a copy of any such addendum will be mailed or delivered to each person receiving a set of such documents.

**TIME OF COMPLETION:** The time of completion of the work is a basic consideration of the contract. It will be necessary that each Bidder satisfy the City of the Bidder's ability to complete the work within the stipulated time.

**ADDENDA:** Any addenda issued during the time of bidding or forming a part of the Contract Documents loaned to Bidder for the preparation of Bidder's proposal, shall be covered in the bid and shall be made a part of the Agreement. Receipt of each addendum shall be acknowledged in the bid. Any bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

**WITHDRAWAL OF BID:** No Bidder may withdraw any bid for a period as specified in the Request For Bid after the date and hour set for the opening declared herein. Prior to that time, Bidder may withdraw a bid by written request. The request to withdraw a bid must be signed in the same manner and by the same person or persons who signed the bid.

**SUBCONTRACTORS:** Within seven (7) days after bids are opened, the apparent low Bidder and any other Bidder so requested, shall submit a list of all subcontractors Bidder expects to use in the work.

An experience statement with pertinent information as to similar projects and other evidence of qualification shall be furnished for each named subcontractor if requested by the City. If the City or the project engineer, after due investigation, has reasonable objection to any proposed subcontractor, they may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute. Refusal to substitute a subcontractor may result in Bidder not being considered a responsible Bidder. Bidder's refusal to substitute will not constitute grounds for forfeiture of bid security.

Bidder shall not be required to employ any subcontractor against whom Bidder has a reasonable objection.

The subcontractors listed by Bidder and accepted by City prior to the Notice of Award will be used in the performance of the work, unless otherwise agreed to in writing by City.

**ACCEPTANCE AND REJECTION OF BIDS:** The City reserves the right to accept or reject the bids in the best interest of the City. The City reserves the right to waive informalities and irregularities in any bid submitted, to reject non-conforming, non-responsive or conditional bids, to correct arithmetic errors without changing unit price, and postpone awarding of the contract for a period not exceeding sixty (60) days.

**AWARD OF CONTRACT:** If the contract is to be awarded, City will award the contract to the responsible Bidder whose bid is responsive and conforms with all material terms and conditions of the bidding documents and proposed Contract Documents, is lowest in price, is in the best interest of the project, and other factors considered. The award will be based on the lowest responsive cumulative base bid plus any added alternate schedules the City determines to include with the project. If the contract is awarded, the award will be made within the period specified in the Request For Bid. The successful Bidder will be notified by letter mailed to the address shown on the bid that the bid has been accepted and that Bidder has been awarded the contract.

**CANCELLATION OF AWARD:** The City reserves the right to cancel the award of any contract at any time before the complete execution of the Agreement by all parties without any liability against the City.

**PERFORMANCE BOND: LABOR AND MATERIALS BOND:** The Bidder to whom the contract is awarded will be required to furnish a performance bond and a labor and materials bond, in favor of the City, issued by a surety company licensed in this state. The bonds must be in an amount equal to one hundred percent (100%) of the Agreement amount. The bonds must be executed on the forms bound in the Contract, signed by a surety company licensed in the State of Montana and acceptable as a surety to the City, and countersigned by a Montana resident agent.

One copy of a power of attorney certified to include the date of the bonds must be filed with the City.

**INSURANCE:** The successful Bidder, as part of the Agreement, shall provide liability insurance and maintain required workers' compensation coverage. Bidder shall provide proof of these through either a certificate of insurance or a current copy of Bidder's policy.

**EXECUTION AND APPROVAL OF AGREEMENT:** The Agreement shall be signed by the successful Bidder and returned, together with the contract bonds, within the time shown on the bid. If the Agreement is not executed by the City within fifteen (15) days following receipt from Bidder of the signed Agreement and bonds, Bidder has the right to withdraw the bid without penalty. The Agreement is not effective until it has been fully executed by all of the parties thereto.

**FAILURE TO EXECUTE AGREEMENT:** Failure to execute the Agreement and furnish a performance bond and payment bond shall be just cause for annulment of the award. In the event of such annulment, the bid guarantee shall be forfeited to the City, not as a penalty but as liquidation of damages sustained. Award may then be made to the next lowest responsible and qualified Bidder, or the work may be re-advertised as the City may decide.

**BOUND COPY OF CONTRACT DOCUMENTS:** None of the Instructions to Bidders, Bid Form, bond forms, Agreement, contract stipulations, or other specifications shall be removed from the bound copy of the Contract Documents prior to submission of bid.

**PAYMENT:** Payment for all work performed under the Agreement will be made by the City within the time period specified in and in accordance with the procedures outlined therein.

**PREVAILING WAGE RATES:** In all public works contracts with the City, contractors and their subcontractors shall pay for each job classification the standard prevailing wage rate, including fringe benefits. The standard prevailing wage rate 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 & Industry pursuant to §18-2-402, MCA, and as bound herein as Exhibit F to the proposed Construction Agreement. The Bidder and Bidder's subcontractors are directed to the Montana Commissioner of Labor & Industry for information on the standard prevailing rate of wages applicable to this project within this area.

**PAYROLL RECORD MAINTENANCE:** In public works contracts, the contractor and subcontractors must maintain payroll records in a manner readily capable of being certified for submission under §18-2-423, MCA, for not less than three (3) years after the completion of work on the project.

**POSTING:** Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wages and fringe benefits to be paid to workers on the project.

**MONTANA CONTRACTORS' GROSS RECEIPTS TAX:** In accordance with Title 15, Chapter 50, MCA, the City shall withhold, in addition to other amounts withheld as provided by law or specified herein, one percent (1%) of all payments due the Contractor and shall remit such monies to the Montana Department of Revenue.

**MONTANA LABOR PREFERENCE:** Bidder must give preference to the employment of bona fide residents of Montana in the performance of the work.

**NON-DISCRIMINATION:** In accordance with law, Bidder shall agree not to discriminate against any client, employee, or applicant for employment or for services because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, gender identity, sexual orientation, or national origin, with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services.

It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from the City of Helena unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

**PROJECT DRAWINGS:** The project drawings consist of 5 Sheets and the cover sheet is titled: 2023 CHIP SEAL PROJECT #TSD-93. Project drawings are contained under a separate cover.

### Chip Seal 2023- Bid Sheet

Street	Location	Width	Length	Total SYD	
<b>Schedule A Triangle Area</b>					
N. Jackson St.	Helena Ave-W. Lyndale Ave	1,885	37	7,749	
Logan St.	Helena Ave-W. Lyndale Ave	1,805	34	6,819	
N. Warren St.	Helena Ave-W. Lyndale Ave	1,325	32	4,711	
N. Ewing St.	Helena Ave-W. Lyndale Ave	950	36	3,800	
Rodney St.	Helena Ave-W. Lyndale Ave	580	37	2,384	
National Ave.	Helena Ave-W. Lyndale Ave	240	43	1,147	
W. 13th St.	N.Last Chance Gulch-Helena Ave.	335	30	1,117	
E. 14th St.	N.Last Chance Gulch-Helena Ave.	550	28	1,711	
E. 15th St.	N.Last Chance Gulch-Helena Ave.	840	30	2,800	
E. 16th St.	N.Last Chance Gulch-Helena Ave.	1,110	25	3,083	
17th St.	N.Last Chance Gulch-Helena Ave.	855	27	2,565	
Bedford St.	Rodney St.-E. Lyndale Ave	650	36	2,600	
				40486.67	
<b>Schedule B Dodge/National Area</b>					
National Ave.	E Lyndale Ave-RR Tracks	1,150	37	4,728	
Dodge Ave.	Casino Lot- N. End (Brewry)	765	37	3,145	
Argyle St.	N. Montana Ave.-West End	840	37	3,453	
National Ave.	RR Tracks-N. Last Chance Gulch	1,260	37	5,180	
Dodge Ave.	Phoenix Ave.-Poplar St.	990	37	4,070	
Columbia Ave.	Chestnut St.-South End	395	37	1,624	
Phoenix	N. Montana Ave.-National Ave.	655	38	2,766	
Chestnut St.	N Montana Ave-N Last Chance Gulch	1,450	37	5,961	
Poplar St.	N Montana Ave-National Ave.	675	37	2,775	
Aspen St.	N Montana Ave-N Last Chance Gulch	385	37	1,583	
				35284.44	
<b>Schedule C Hershfield Area</b>					
N. Cooke St.	Cedar St.-Maple St.	1,995	37	8,202	
N. Roberts St.	Cedar St.-Maple St.	1,995	37	8,202	
N. Sanders St.	Cole St.-Sportsman Warehouse	2,300	37	9,456	
N. Sanders St.	Sportsman Warehouse-E. Custer Ave	500	50	2,778	
N. Harris St.	Cedar St.-Cole St.	740	37	3,042	
N. Oaks St.	Cedar St.-Quality Inn Parking	3,330	27	9,990	
Elm St.	N. Montana Ave.-N. Sanders St.	1,300	37	5,344	
Cole Ave.	N. Montana Ave.-Quality Inn Parking Lot	2,370	37	9,743	
Cherry St.	N. Cook St.-N. Sanders St.	875	37	3,597	
Orange St.	N. Montana Ave.-N. Sanders St.	1,265	37	5,201	
Birch St.	N. Montana Ave.-N. Sanders St.	1,275	37	5,242	
Maple St.	N. Montana Ave.-N. Cooke St.	260	37	1,069	
				71865.00	
<b>Schedule D Upper West</b>					
Garrison St.	Flowerree St.-University St.	345	32	1,227	
University St.	Linden St.-Laurel St.	440	32	1,564	
Flowerree St.	Linden St.-Glendale St.	860	32	3,058	
Stuart St.	Laurel St.-Glendale St.	425	32	1,511	
Stuart St.	Culdesac-Linden St.	355	32	1,262	
Hauser Blvd	Joslyn St.-Glendale St.	1,355	32	4,818	
Knight St.	Silverette St.-Glendale St.	2,950	32	10,489	
Choteau St.	West end Choteau St.-Glendale St.	3,100	32	11,022	
Choteau St.	Silverette St.-North End Choteau St.	425	32	1,511	
Cannon St.	west End-Laurel St.	2,645	32	9,404	
				45866.67	
<b>Schedule E Lower West</b>					
Linden St.	Euclid Ave.-Leslie Ave	600	32	2133	
Wilder Ave.	Joslyn St.-Laurel St.	865	32	3076	
Leslie Ave.	Joslyn St.-Linden St.	430	32	1529	
				6737.78	
<b>Total Square Yards</b>				<b>200240.56</b>	

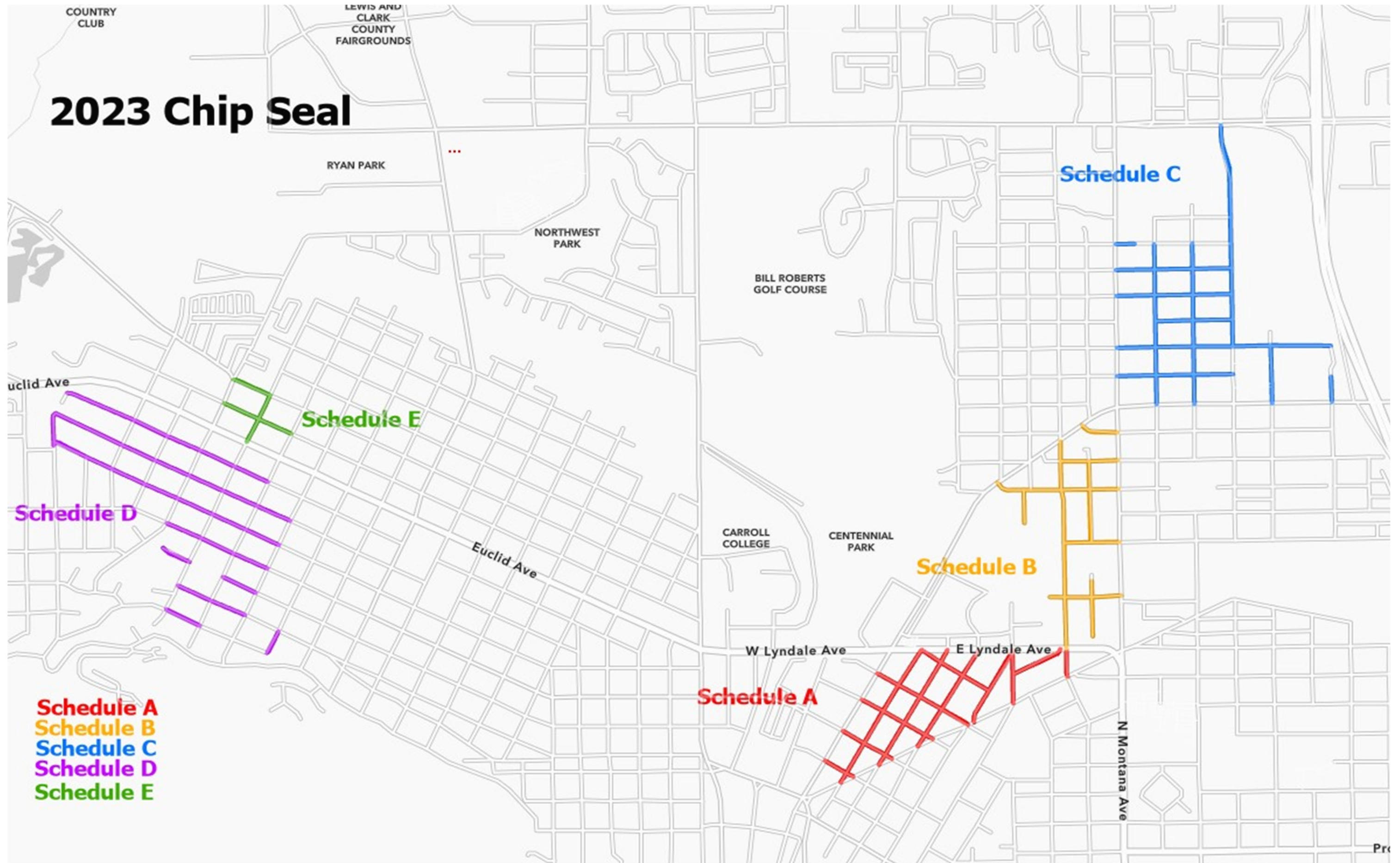
**Exhibit B**  
**Project Drawings and Plans**

## Chip Seal 2023

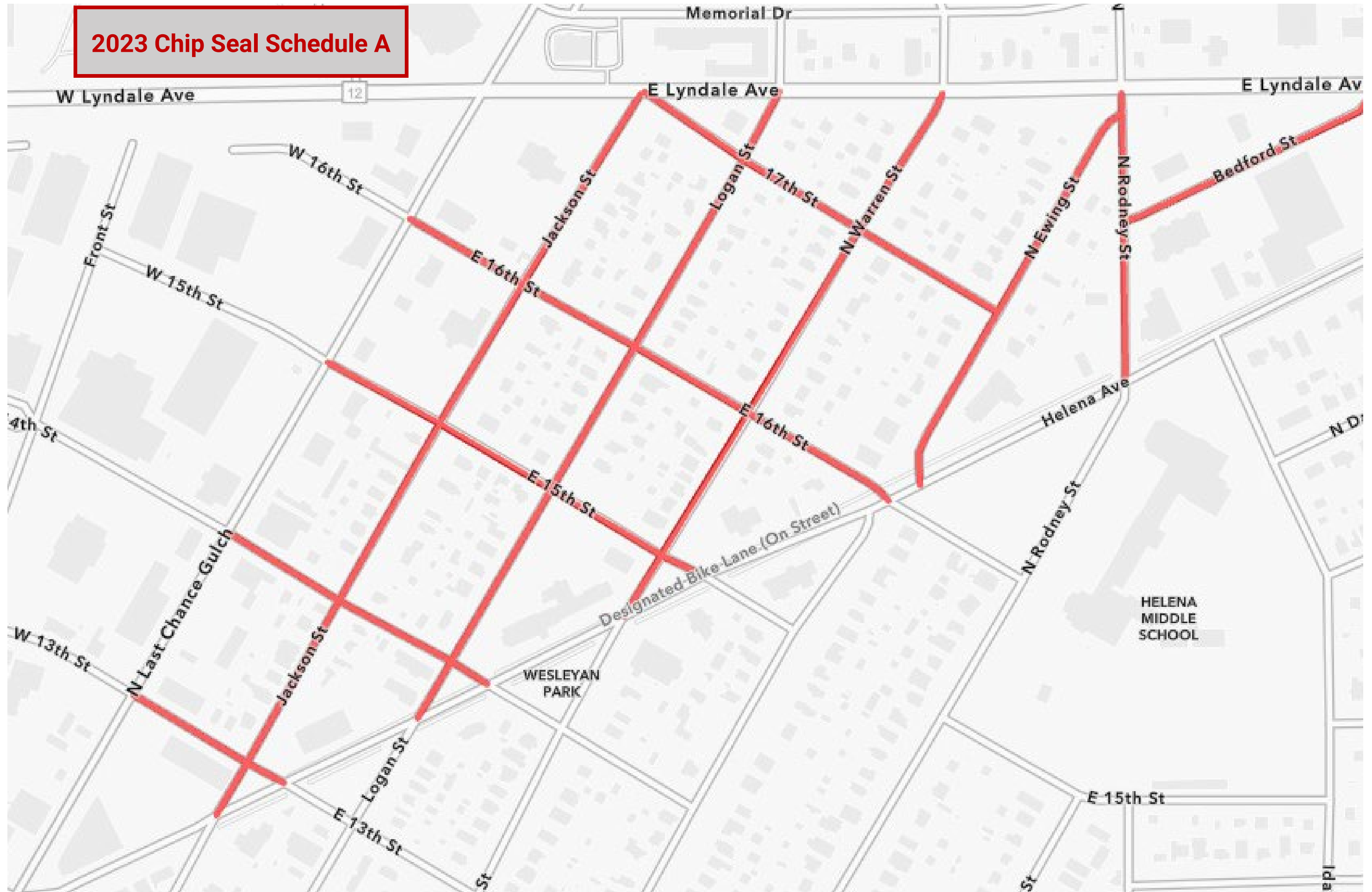
Street	Location	Width	Length	Total SYD	
<b>Schedule A Triangle Area</b>					
N. Jackson St.	Helena Ave-W. Lyndale Ave	1,885	37	7,749	
Logan St.	Helena Ave-W. Lyndale Ave	1,805	34	6,819	
N. Warren St.	Helena Ave-W. Lyndale Ave	1,325	32	4,711	
N. Ewing St.	Helena Ave-W. Lyndale Ave	950	36	3,800	
Rodney St.	Helena Ave-W. Lyndale Ave	580	37	2,384	
National Ave.	Helena Ave-W. Lyndale Ave	240	43	1,147	
W. 13th St.	N.Last Chance Gulch-Helena Ave.	335	30	1,117	
E. 14th St.	N.Last Chance Gulch-Helena Ave.	550	28	1,711	
E. 15th St.	N.Last Chance Gulch-Helena Ave.	840	30	2,800	
E. 16th St.	N.Last Chance Gulch-Helena Ave.	1,110	25	3,083	
17th St.	N.Last Chance Gulch-Helena Ave.	855	27	2,565	
Bedford St.	Rodney St.-E. Lyndale Ave	650	36	2,600	40486.67
<b>Schedule B Dodge/National Area</b>					
National Ave.	E Lyndale Ave-RR Tracks	1,150	37	4,728	
Dodge Ave.	Casino Lot- N. End (Brewry)	765	37	3,145	
Argyle St.	N. Montana Ave.-West End	840	37	3,453	
National Ave.	RR Tracks-N. Last Chance Gulch	1,260	37	5,180	
Dodge Ave.	Phoenix Ave.-Poplar St.	990	37	4,070	
Columbia Ave.	Chestnut St.-South End	395	37	1,624	
Phoenix	N. Montana Ave.-National Ave.	655	38	2,766	
Chestnut St.	N Montana Ave-N Last Chance Gulch	1,450	37	5,961	
Poplar St.	N Montana Ave-National Ave.	675	37	2,775	
Aspen St.	N Montana Ave-N Last Chance Gulch	385	37	1,583	35284.44
<b>Schedule C Hershfield Area</b>					
N. Cooke St.	Cedar St.-Maple St.	1,995	37	8,202	
N. Roberts St.	Cedar St.-Maple St.	1,995	37	8,202	
N. Sanders St.	Cole St.-Sportsman Warehouse	2,300	37	9,456	
N. Sanders St.	Sportsman Warehouse-E. Custer Ave	500	50	2,778	
N. Harris St.	Cedar St.-Cole St.	740	37	3,042	
N. Oaks St.	Cedar St.-Quality Inn Parking	3,330	27	9,990	
Elm St.	N. Montana Ave.-N. Sanders St.	1,300	37	5,344	
Cole Ave.	N. Montana Ave.-Quality Inn Parking Lot	2,370	37	9,743	
Cherry St.	N. Cook St.-N. Sanders St.	875	37	3,597	
Orange St.	N. Montana Ave.-N. Sanders St.	1,265	37	5,201	
Birch St.	N. Montana Ave.-N. Sanders St.	1,275	37	5,242	
Maple St.	N. Montana Ave.-N. Cooke St.	260	37	1,069	71865.00
<b>Schedule D Upper West</b>					
Garrison St.	Flowerree St.-University St.	345	32	1,227	
University St.	Linden St.-Laurel St.	440	32	1,564	
Flowerree St.	Linden St.-Glendale St.	860	32	3,058	
Stuart St.	Laurel St.-Glendale St.	425	32	1,511	
Stuart St.	Culdesac-Linden St.	355	32	1,262	
Hauser Blvd	Joslyn St.-Glendale St.	1,355	32	4,818	
Knight St.	Silverette St.-Glendale St.	2,950	32	10,489	
Choteau St.	West end Choteau St.-Glendale St.	3,100	32	11,022	
Choteau St.	Silverette St.-North End Choteau St.	425	32	1,511	
Cannon St.	west End-Laurel St.	2,645	32	9,404	45866.67
<b>Schedule E Lower West</b>					
Linden St.	Euclid Ave.-Leslie Ave	600	32	2133	
Wilder Ave.	Joslyn St.-Laurel St.	865	32	3076	
Leslie Ave.	Joslyn St.-Linden St.	430	32	1529	6737.78
<b>Total Square Yards</b>				<b>200240.56</b>	



# 2023 Chip Seal

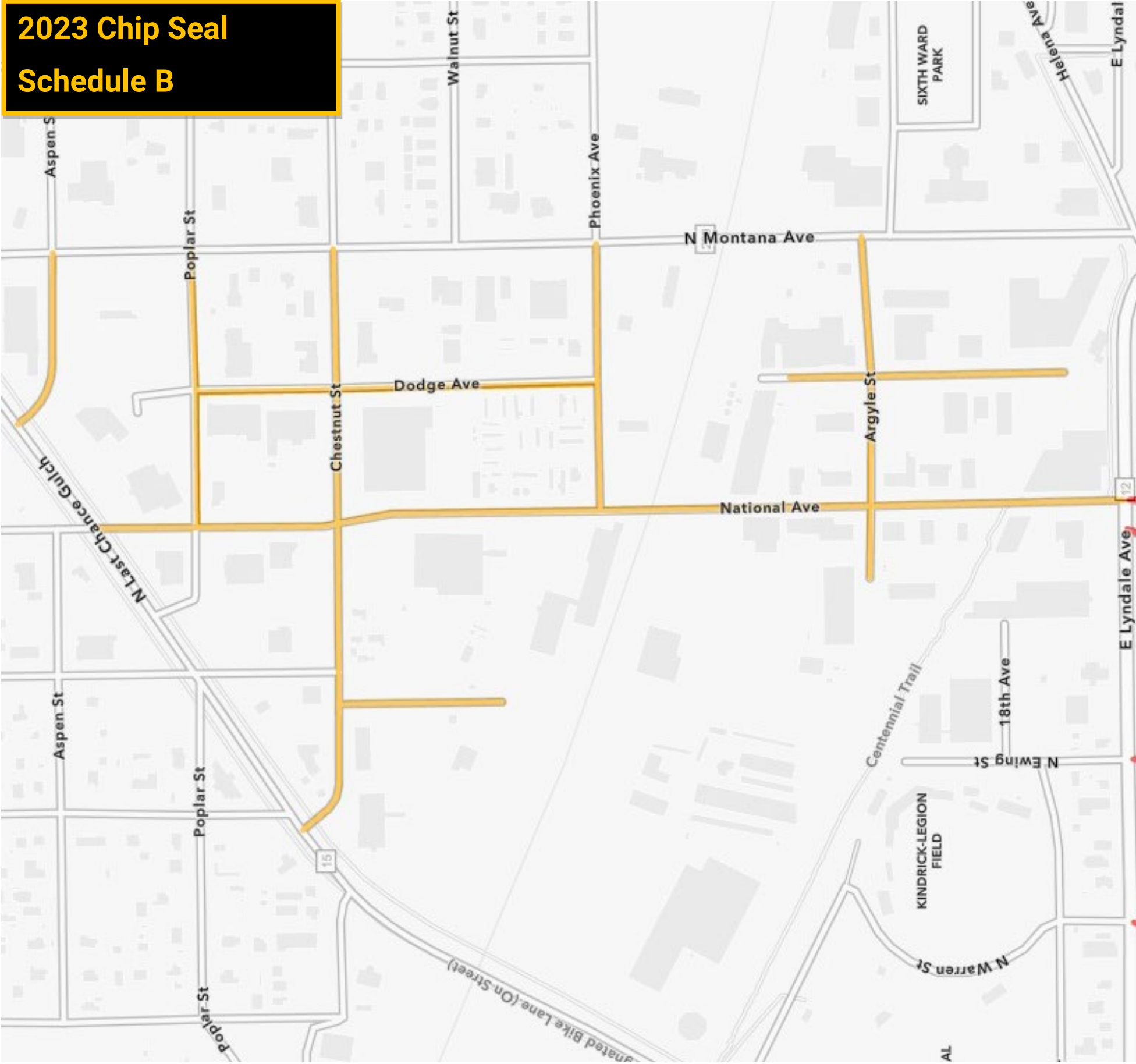


## 2023 Chip Seal Schedule A





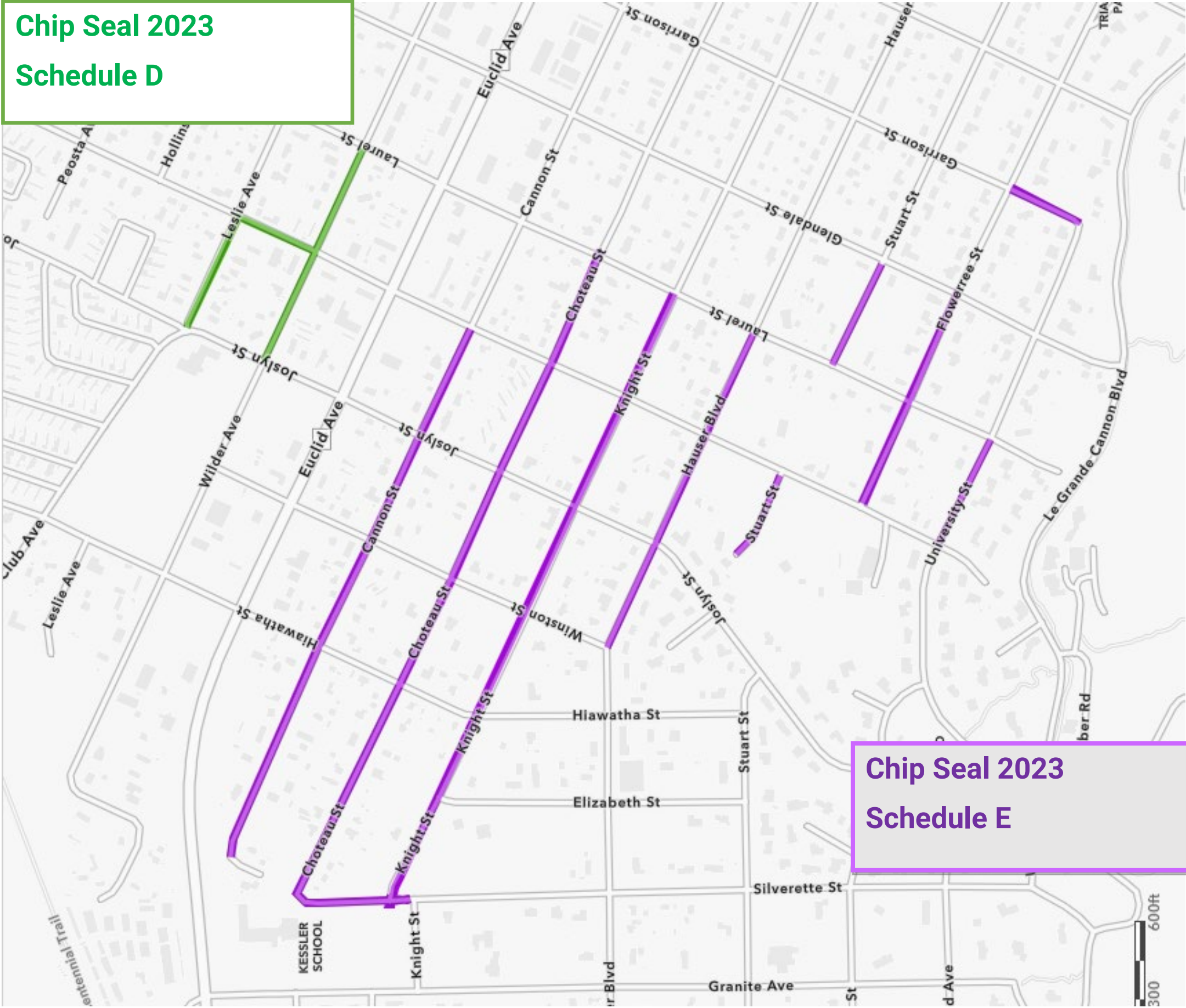
2023 Chip Seal  
Schedule B



## 2023 Chip Seal Schedule C



Chip Seal 2023  
Schedule D



Chip Seal 2023  
Schedule E

**Exhibit C**  
**Project Specifications**

**&**

**Exhibit D**  
**City Supplied**  
**Materials**

## **A. MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS**

The following sections of the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010 are incorporated by reference.

### **DIVISION 1 - GENERAL REQUIREMENTS**

Section 01010	Summary of Work
Section 01041	Project
Coordination Section 01050	Field Engineering
Section 01090	References
Section 01300	Submittals
Section 01400	Contractor Quality Control and Owner Quality Assurance
Section 01500	Construction and Temporary Facilities
Section 01570	Construction Traffic Control
Section 01700	Contract Closeout

### **DIVISION 2 - SITE WORK**

Section 02502	Asphalt Prime and/or Tack Coat
Section 02504	Asphalt Seal Coat
Section 02510	Asphalt Concrete Cement

### **APPENDIX C**

ACI305 Documents



## **B. MODIFICATIONS TO THE MONTANA PUBLIC WORKS STANDARDS SPECIFICATIONS**

Standard Construction Specifications referred to for this project shall be the Montana Public Works Standard Specifications, Sixth Edition, including any Amendments, which are hereby incorporated into this contract by reference.

Contractor shall familiarize himself with the MPWSS and keep a reference copy at the work site at all times. Copies of the Montana Public Works Standard Specifications, Sixth Edition, can be obtained from:

Montana Contractors' Association, Inc.  
1717 11Th Avenue  
PO Box 4519  
Helena, MT 59604

Telephone (406) 442-4162  
FAX (406) 449-3199

The following sections describe the primary exceptions, additions and clarifications between the Sixth Edition of the Montana Public Works Standard Specifications (MPWSS) and this project.

### **DIVISION 1 - GENERAL REQUIREMENTS**

#### **A. PROJECT COORDINATION - SECTION 01041**

##### **PART 1: GENERAL**

##### **1.2: COORDINATION WITH PUBLIC AND PRIVATE AGENCIES**

C. Comply with all conditions of the Project Agreement, Section 24.

**Add** the following new heading and paragraph:

##### **1.3: SITE INSPECTION**

A. All Contractors and involved parties should satisfy themselves as to the construction conditions by personal examination of the site of the proposed work and any other examination and investigation that they may desire to make as to the nature of the construction and the difficulties to be encountered.

#### **1.4: INSPECTION**

- A. The Engineer's or Owner's representative will observe work and compare the quality of the work with the requirements of the Contract Documents. Any discrepancies noted shall be brought to the Contractor's attention, who shall immediately correct the discrepancy. Failure of the Engineer to detect a discrepancy will not relieve the Contractor of his ultimate responsibility to perform the work required.

### **B. CONSTRUCTION TRAFFIC CONTROL - SECTION 01570**

#### **PART 1: GENERAL**

#### **1.2: REQUIREMENTS**

- B. Use qualified, MUTCD certified project labor for installing, maintaining and operating traffic control devices.

#### **1.3: NOTIFICATIONS**

- C. For project sites involving a through street, provide the Owner with a news release. Include in the news release, as a minimum, the work activity, location and duration. Once approved, furnish the news release to the local media at least one week prior to the start of work.
- D. Notify all landowners or residents adjacent to the work, who may be impacted by the installation of traffic control devices, at least one week prior to start of work and again 48 hours prior to the installation of said devices. All vehicles, boats, campers, etc. are to be removed from the roadway prior to chip sealing.
- E. Traffic control devices shall be installed per the approved traffic control plan. The Contractor shall provide "Loose Gravel" signs at all streets accessing recently chip sealed roads.
- F. A new traffic control plan shall be revised weekly and submitted to the Owner for approval prior to the start of the next work week.

## PART 4: MEASUREMENT AND PAYMENT

### 4.1: PAYMENT

- A. All items under the heading of Construction Traffic Control are incidental to the work and no separate payment is made for these items.

## DIVISION 2 - SITE WORK

### A. ASPHALT PRIME AND/OR TACK COAT - SECTION 02502 PART 2:

#### PRODUCTS

##### 2.1: GENERAL

- A. Furnish asphalt material grade and type as specified below meeting the requirements of Table 1, Table 2 in this Section.

#### Type and Grade

#### Use

EMULSIFIED ASPHALT, CRS-2P

Asphalt Tack Coat

**TABLE 1**

	TEST METHO D	CATIONI C LMCRS- 2	CATIONI C CRS- 2P
Viscosity @ 122 Degrees F	AASHTO T-59	75-300 Sec.	100-400 Sec.
Sieve	AASHTO T-59	0.3% max.	0.3% max.
Settlement, 5 days	AASHTO T-59	5% max.	5% max.
Demulsibility	AASHTO T-59	40% min.	40% min.
Storage Stability Test 1 day	AASHTO T-59	1% max.	1% max.
Particle charge	AASHTO T-59	Positive	Positive



**TABLE 2**

	<b>TEST METHO D</b>	<b>CATIONI C LMCRS- 2</b>	<b>CATIONI C CRS- 2P</b>
Ash content	ASTM D3723	0.2% max.	0.2% max.
Tests on residue by drying			
Percent residue	*CAL-331	65% min.	65% min.
Penetration @ 77 °F 100g, 5 Sec.	AASHTO T-51	100-200	100-250
Ductility @ 77 °F, 5 cm/ <sub>min</sub>	AASHTO T-51	40 cm min.	75 cm min.
Elastic recovery	TF-31	18% min.	58% min.

**B. ASPHALT SEAL COAT - SECTION 02504****PART 3: EXECUTION****3.1: EQUIPMENT****B: BROOMS**

1. The City of Helena Street Division will provide and operate street sweepers for the purpose of cleaning the surface of all dust, dirt, sand or other objectionable material.

**C: ROLLERS**

1. Provide pneumatic-tired rollers that are two-axle type, straight or oscillating, mounted in a rigid frame and provided with a platform or body suitable for ballast loading. Pneumatic-tired rollers shall be self-propelled. The effective rolling width shall be not less than four feet (4'). Pneumatic-tired rollers shall have a minimum working weight capacity of 250 pounds per inch width of tire tread.

2. Tires shall be smooth (no tread) and of equal size and diameter. Tires on the rear axle shall be covered by the tread of the following tire. Tires shall be uniformly inflated and the air pressure in the tires shall not vary from each other by more than five (5) pounds per square inch.

3. Rollers shall be capable of turning so that the material being rolled is not dislodged or loosened. A minimum of three (3) working rollers will be required on this project. Use of wobble-wheeled pneumatic-tired roller will not be permitted. Rollers are required to operate at speeds of 4 to 6 miles per hour.

**\*Truck drivers delivering chips must stagger wheel path when backing up to eliminate tracking.**

### **3.3: CONSTRUCTION METHODS C:**

#### **PREPERATION OF SURFACES**

##### **2. Cleaning**

- a: Immediately before applying the asphalt material, the City of Helena Street Division will clean the surface of all dust, dirt, sand or other objectionable material.
- b: The Contractor will be responsible for any necessary sweeping following the City's final cleaning of the surface prior to laying the chip.

#### **D: APPLICATION OF ASPHALT MATERIAL**

1. Use an application rate of 0.42 gallons per square yard (1.52 liters per square meter) of Emulsified Asphalt CRS-2P, for 3/8" (9.5mm) seal coat aggregate . Apply the asphalt material uniformly at this specified rate. Ensure that the longitudinal meet line mates up to the previous run without overlap or gaps.

#### **E: APPLICATION OF SEAL COAT MATERIAL**

1. The rate will range from 20 to 30 pounds per square yard (10 to 16 kg/sq. meter) for 3/8" (9.5 mm) aggregate. During the course of the work, adjustments will be made in the rate of application when required.
2. Assure that the cover coat material is stockpiled enough in advance of the work so that excess water has drained from the aggregate. Seal coat aggregate shall be sprayed sufficiently, with water, the day before work is to begin to have moist aggregate for application the following day. Aggregate shall be sprayed prior to loading to ensure aggregate does not dry.

3. Uniformly distribute the cover coat at the specified rate using a mechanical or a self-propelled spreader immediately after or at a distance  
no greater than 100 feet behind the asphaltic material distributor. If weather or surface conditions require, restrict the application of the asphalt material to the area coverable by the cover coat material available in the trucks. Assure cover aggregate is available at all times to assure continuous seal coating operations. Do not apply seal coat aggregate to cold, dried or partially dried asphalt material. When the street face is damp or wet, or when the atmospheric temperature in the shade is less than 65 degrees Do not start work without the Owner's approval and terminate work at once in the event of rain. Terminate seal coating just before dark, and stop work during wind that blows sand, dust or other foreign matter into the spread asphalt material before aggregate is applied. Spray application of emulsions should be avoided prior to probable rainfall and shall not be applied during rain. Pavement and air temperatures shall be above 50 F.
4. Immediately after spreading, roll the aggregate with a self-propelled pneumatic tired roller. Roll in a longitudinal direction, beginning at the outer edges of the treatment and working toward the center. Overlap the previous strip by about one- half of the roller width. Continue rolling until smooth, thoroughly compacted surface is obtained. Roll at least three complete passes with each roller within 15 minutes of the spreading of the aggregate. If the seal coat is finished in partial widths at a time, leave 4 to 6 inches (100mm to 150mm) of the inside edge uncovered with aggregate to permit overlap of asphaltic material when the remaining portion of the surface is treated. For all chip & seal construction, the Contractor shall chip & seal the radii of fillets at all intersecting roads. This also will be required if the additive alternate fog seal is awarded.
5. The City of Helena Street Division will remove and dispose of loose aggregate from the pavement surface after the curing period.

### **3.4: PROTECTION OF STREET SIDE STRUCTURES AND TRAFFIC CONTROL**

Before application, spread building paper over all exposed water valves, manhole covers, valley gutters, gutter fillets, and Thermo Plastic Symbols. Immediately after the asphalt and aggregate is applied and rolled, remove, and dispose of the building paper. Compensation for furnishing, installing, and removing such protection is included in the unit price bid for chip & seal coat. Remaining vehicles will be towed. Any vehicles or stored items requiring towing will the responsibility of contractor.

## **PART 4: MEASUREMENT AND PAYMENT**

### **4.1: TONNAGE BASIS - SEAL COAT AGGREGATE**

### **4.2: TONNAGE BASIS - EMULSIFIED ASPHALT**

### **4.3: SQUARE YARD BASIS – ASPHALT SEAL AND CHIP COAT**

- A. This item is measured and paid for by the square yards (square meters) of asphalt pavement surface area at the contract unit price bid for Cationic CRS-2P Latex Modified Asphaltic Seal and Chip Coat, with 3/8-inch Gradation.
- B. Price and payment are full compensation for the furnishing, delivering, and placing of aggregate material; for compacting and rolling; for covering excess asphaltic material; and for the removal of the excess aggregate.
- C. The price and payment are full compensation for all demurrage, storage, handling and other charges, materials (including the asphalt), tools, equipment, labor, and performance of all work necessary or incidental to the furnishing, delivering, unloading, heating, hauling and spreading of the asphalt material specified, and for all labor, equipment, tools, assistance with traffic control and incidentals necessary to complete this item.
- D. ADDITIVE ALTERNATE #1- SPECIAL PROVISION

#### **402-2                      Emulsified Asphalt (Revised 9-21-17)**

#### **(Any project including Emulsified Asphalt as a pay item)**

- 1. Description. The work is furnishing emulsified asphalt for fog seal or tack coat. The rates shown and the basis of plan quantity are calculated based on undiluted material quantities.
- 2. Materials. Furnish all emulsified asphalts in accordance with Section 402 and 702.
- 3. Construction.
  - a. Use and application. Furnish and apply emulsified asphalt in accordance with Table 402-3

**402.03.9 Fog Seal and Tack Coat Residual**

Furnish and apply emulsified asphalt in accordance with Table 402-3.

**TABLE 402-3  
MINIMUM RESIDUAL FOR EMULSIFIED ASPHALT**

Bid Item	Materials Allowed	Minimum Diluted Residue <sup>1</sup>	Undiluted Shot Rate	
Tack Coat 3	SS-1h, CSS-1h	28.5%	0.05 gal/sy <sup>2</sup>	
Fog Seal			over chip seal	over rumble strips
			0.075 gal/sy	0.05 gal/sy <sup>2</sup>

Note 1: If diluted, as tested out of the distributor, as applied.

Note 2: Apply a double shot of emulsion on concrete surfaces and over rumble strips. Note 3: When placing tack coat for micro surfacing operations, CQS-1h may also be used.

The contractor may dilute the material as needed to achieve the required undiluted shot rate. Notify the Project Manager of any dilution and the percentage before applying the material. Ensure the dilution rate, if applicable, is indicated on the bill of lading and/or certificate of compliance.

For all chip & seal construction, the contractor shall chip and seal the radii of fillets at the intersecting roads. This will also apply to the additive alternate fog seal if awarded.

Prior to applying fog seal material, it will be the responsibility of the contractor to sweep the roadways, remove dust, loose or foreign matter and any objectionable material that would hinder adhesion of the emulsion. Do not perform final sweeping on chip seal covered by fog seal.

When fog sealing a chip sealed surface, if the material will be diluted, furnish emulsion that has been diluted at the supplier.

When applying tack coat, meet all requirements of Subsection 407.03 other than the dilution and shot rate requirements.

When a double shot of emulsion is called for in the contract, apply 2 applications at the minimum rate specified above. Ensure the first shot is cured prior to applying the second. The minimum undiluted residue is applicable to each shot. If an undiluted emulsion is applied, one shot at twice the minimum rate may be used if approved by the Project Manager.

**Exhibit E**  
**Insurance Certificates**

**Exhibit F**  
**Bond Certificates**

**PAYMENT BOND**

---

(Insert full legal name and address of Contractor)

---

as Principal, hereinafter called CONTRACTOR, and:

---

(Insert full legal name and address of Surety)

---

as Surety, hereinafter called SURETY, are held and firmly bound unto:

City of Helena  
316 North Park Avenue  
Helena, MT 59623

as Obligee, hereinafter called CITY, for the use and benefit of claimants as hereinbelow defined in the amount of:

\_\_\_\_\_(Dollars) (\$\_\_\_\_\_)

for the payment, whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has, by written agreement dated \_\_\_\_\_ 20\_\_, entered into a contract with CITY for:

---

(Insert project name)

in accordance with drawings and specification prepared by:

---

(Insert company name)

which contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, the condition of this obligation is such that if CONTRACTOR shall promptly make payments to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Agreement, and any duly authorized modifications that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of CONTRACTOR as defined by Title 18, Chapter 2, Part 2,



MCA, for labor, materials, or both, used or reasonably required for use in the performance of the Agreement; labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement.

2. The above named CONTRACTOR and SURETY hereby jointly and severally agree with CITY that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant in the name of CITY, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that CITY shall not be liable for the payment of any costs or expenses of any such suit.
3. A claimant may only commence a suit or action:
  - a. If the claimant has complied with applicable state laws; and
  - b. In District Court located in and for Lewis & Clark County, Montana, in Helena Municipal Court, if applicable, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.
4. Special exceptions: \_\_\_\_\_  
\_\_\_\_\_
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments by SURETY of construction liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (\_\_\_\_) counterparts, each one  
(number)

of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR AS PRINCIPAL:**

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_ (Seal)  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

**SURETY:**

\_\_\_\_\_  
Surety Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature Attorney-in-Fact

\_\_\_\_\_  
Printed Name  
(Attach Power of Attorney)

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

\_\_\_\_\_  
Title

**NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners must execute Bond.**

**PERFORMANCE BOND**

---

(Insert full legal name and address of Contractor)

---

as Principal, hereinafter called CONTRACTOR, and:

---

(Insert full legal name and address of Surety)

---

as Surety, hereinafter called SURETY, are held and firmly bound unto:

City of Helena  
316 North Park Avenue  
Helena, MT 59623

as Obligee, hereinafter called CITY, in the amount of:

\_\_\_\_\_(Dollars) (\$\_\_\_\_\_)

for the payment, whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, CONTRACTOR has, by written agreement dated \_\_\_\_\_ 20\_\_\_\_, entered into a contract with CITY for:

---

(Insert project name)

in accordance with drawings and specifications prepared by:

---

(Insert company name)

which contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, the condition of this obligation is such that if CONTRACTOR shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect. As a minimum, this obligation shall remain in full force and effect beyond the completion of all work to include the correction period as specified in the Contract Documents.

The SURETY hereby waives notice of any alteration or extension of time made by CITY.

Whenever CONTRACTOR shall be, and declared by CITY to be, in default under the Agreement, CITY having performed CITY's obligations thereunder, the SURETY may promptly remedy the default or shall promptly:

1. Complete the Agreement in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or, if CITY elects, upon determination by CITY and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Agreement and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than CITY named herein or the heirs, executors, administrators, or successors of CITY.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (\_\_\_\_) counterparts, each one  
(number)

of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR AS PRINCIPAL:

SURETY:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Surety Name and Corporate Seal (Seal)

By: \_\_\_\_\_ (Seal)  
Signature

By: \_\_\_\_\_  
Signature Attorney-in-Fact

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name  
(Attach Power of Attorney)

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners must execute Bond.

**Exhibit G**  
**Applicable Prevailing Wages**

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

**Effective: January 14, 2023**

*Greg Gianforte, Governor*  
*State of Montana*

*Laurie Esau, Commissioner*  
*Department of Labor & Industry*

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

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

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

**MONTANA PREVAILING WAGE REQUIREMENTS**

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

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

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

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

LAURIE ESAU  
Commissioner  
Department of Labor and Industry  
State of Montana

## TABLE OF CONTENTS

### MONTANA PREVAILING WAGE REQUIREMENTS:

A.	Date of Publication .....	3
B.	Definition of Highway Construction .....	3
C.	Definition of Public Works Contract .....	3
D.	Prevailing Wage Schedule .....	3
E.	Rates to Use for Projects .....	3
F.	Wage Rate Adjustments for Multiyear Contracts .....	3
G.	Fringe Benefits .....	4
H.	Dispatch City .....	4
I.	Zone Pay .....	4
J.	Computing Travel Benefits .....	4
K.	Per Diem .....	4
L.	Apprentices .....	4
M.	Posting Notice of Prevailing Wages .....	5
N.	Employment Preference .....	5
O.	Projects of a Mixed Nature .....	5
P.	Occupations Definitions Website .....	5
Q.	Welder Rates .....	5
R.	Foreman Rates .....	5

### WAGE RATES:

BRICK, BLOCK, AND STONE MASONS .....	6
CARPENTERS .....	6
CEMENT MASONS AND CONCRETE FINISHERS .....	6
CONSTRUCTION EQUIPMENT OPERATORS	
OPERATORS GROUP 1 .....	6
OPERATORS GROUP 2 .....	7
OPERATORS GROUP 3 .....	7
OPERATORS GROUP 4 .....	8
OPERATORS GROUP 5 .....	8
OPERATORS GROUP 6 .....	8
OPERATORS GROUP 7 .....	8
CONSTRUCTION LABORERS	
LABORERS GROUP 1 .....	9
LABORERS GROUP 2 .....	9
LABORERS GROUP 3 .....	9
LABORERS GROUP 4 .....	10
DIVER TENDERS .....	10
DIVERS .....	10
ELECTRICIANS .....	11
IRONWORKERS - REINFORCING IRON AND REBAR WORKERS .....	11
IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS .....	11
LINE CONSTRUCTION	
EQUIPMENT OPERATOR .....	12
GROUNDMAN .....	12
LINEMAN .....	12
MILLWRIGHTS .....	12
PAINTERS .....	12
PILE BUCKS .....	13
PILOT CAR DRIVERS .....	13
TRUCK DRIVERS .....	13

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

## **B. Definition of Highway Construction**

The Administrative Rules of Montana (ARM), 24.17.501(3) – (3)(a), states *“Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction.”*

*Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway), grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails.”*

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

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

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

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

Section 18-2-417, MCA states:

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

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

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



## **G. Fringe Benefits**

Section 18-2-412, MCA states:

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

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

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

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

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

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

## **H. Dispatch City**

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

## **I. Zone Pay**

Zone pay is not travel pay. ARM, 24.17.103(19), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

## **J. Computing Travel Benefits**

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

## **K. Per Diem**

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

## **L. Apprentices**

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

**M. Posting Notice of Prevailing Wages**

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

**N. Employment Preference**

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

**O. Projects of a Mixed Nature**

Section 18-2-408, MCA states:

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

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

**P. Occupations Definitions**

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

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

**Q. Welder Rates**

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

**R. Foreman Rates**

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

## WAGE RATES

### BRICK, BLOCK, AND STONE MASONS

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

<b>Travel and Per Diem:</b> 0-70 mi. free zone >70-90 mi. \$60.00/day >90 mi. \$80.00/day
--

[↑ Back to Table of Contents](#)

### CARPENTERS

<b>Wage</b>	<b>Benefit</b>
\$32.75	\$13.82

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

[↑ Back to Table of Contents](#)

### CEMENT MASONS AND CONCRETE FINISHERS

<b>Wage</b>	<b>Benefit</b>
\$32.44	\$16.03

<b>Zone Pay:</b> No zone pay established.
--

#### **Duties Include:**

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

[↑ Back to Table of Contents](#)

### CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

<b>Wage</b>	<b>Benefit</b>
\$25.42	\$11.65

<b>Zone Pay:</b> 0-25 mi. free zone >25-50 mi. base pay + \$2.50/hr. >50 mi. base pay + \$3.00/hr.
---

#### **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.

[↑ Back to Table of Contents](#)

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$29.55	\$11.65

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

### Zone Pay:

0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

[↑ Back to Table of Contents](#)

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$30.59	\$11.65

### 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.

### Zone Pay:

0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

[↑ Back to Table of Contents](#)

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$29.00	\$11.65

**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.

[↑ Back to Table of Contents](#)

**Zone Pay:**

0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$30.34	\$11.65

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

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

[↑ Back to Table of Contents](#)

**Zone Pay:**

0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$31.03	\$11.65

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

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

[↑ Back to Table of Contents](#)

**Zone Pay:**

0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$33.13	\$11.65

**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.

[↑ Back to Table of Contents](#)

**Zone Pay:**

0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

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

Wage	Benefit
\$20.90	\$12.92

<b>Zone Pay:</b> 0-25 mi. free zone >25-50 mi. base pay + \$2.50/hr. >50 mi. base pay + \$3.00/hr.
---

[↑ Back to Table of Contents](#)

## CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$25.01	\$11.82

0-25 mi. free zone >25-50 mi. base pay + \$2.50/hr. >50 mi. base pay + \$3.00/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.

### **Zone Pay:**

[↑ Back to Table of Contents](#)

## CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$24.19	\$11.82

<b>Zone Pay:</b> 0-25 mi. free zone >25-50 mi. base pay + \$2.50/hr. >50 mi. base pay + \$3.00/hr.
---

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

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

[↑ Back to Table of Contents](#)

## CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$25.18	\$11.82

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

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

### Zone Pay:

0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

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

[↑ Back to Table of Contents](#)

## DIVER TENDERS

Wage	Benefit
\$43.98	\$17.84

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

### Zone Pay:

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

[↑ Back to Table of Contents](#)

## DIVERS

	Wage	Benefit
Stand-By	\$44.98	\$17.84
Diving	\$89.96	\$17.84

### Depth Pay (Surface Diving)

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

### Diving In Enclosures

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

### Zone Pay:

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

[↑ Back to Table of Contents](#)

## ELECTRICIANS

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

### Travel:

No mileage due when traveling in employer's vehicle.

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

0-08 mi. free zone  
>08-50 mi. federal mileage rate/mi. in excess of the free zone.  
>50 mi. \$71.57/day

[↑ Back to Table of Contents](#)

## IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

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

### Duties Include:

Cut, bend, tie, and place rebar.

### Travel:

0-45 mi. free zone  
>45-60 mi. \$45.00/day  
>60-100 mi. \$70.00/day  
>100 mi. \$90.00/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.

[↑ Back to Table of Contents](#)

## IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

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

### Duties Include:

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

### Travel:

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

### Special Provision:

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

[↑ Back to Table of Contents](#)



## LINE CONSTRUCTION – EQUIPMENT OPERATORS

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

<b>Travel:</b> No Free Zone \$60.00/day
---

[↑ Back to Table of Contents](#)

## LINE CONSTRUCTION – GROUNDMAN

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

<b>Travel:</b> No Free Zone \$60.00/day
---

[↑ Back to Table of Contents](#)

## LINE CONSTRUCTION – LINEMAN

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

<b>Travel:</b> No Free Zone \$60.00/day
---

[↑ Back to Table of Contents](#)

## MILLWRIGHTS

<b>Wage</b>	<b>Benefit</b>
\$42.43	\$14.52

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

[↑ Back to Table of Contents](#)

## PAINTERS

<b>Wage</b>	<b>Benefit</b>
\$34.95	\$12.47

<b>Zone Pay:</b> No zone pay established.
--

[↑ Back to Table of Contents](#)

## PILE BUCKS

Wage	Benefit
\$33.50	\$14.07

### 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.

### Zone Pay:

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

[↑ Back to Table of Contents](#)

## PILOT CAR DRIVERS

Wage	Benefit
\$22.39	\$12.92

### Zone Pay:

0-25 mi. free zone  
>25-50 mi. base pay + \$2.50/hr.  
>50 mi. base pay + \$3.00/hr.

[↑ Back to Table of Contents](#)

## TRUCK DRIVERS

	Wage	Benefit
Truck Driver	\$29.40	\$11.96

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

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

### Zone Pay:

#### All Districts

0-15 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.

[↑ Back to Table of Contents](#)