

CITY OF HELENA, MT
REQUEST FOR PROPOSALS (RFP) NO. TSD-26-19 TO HIRE
A COMPANY FOR THE 6TH WARD ADA CURB RAMPS PROJECT

I. PROJECT OVERVIEW

The City of Helena, Montana (CITY) received funding through MDT's Transportation Alternatives Program. The construction of new ADA compliant curb ramps will be accomplished through City Project Number TSD-26-19 [Uniform Project Number 10103, Federal-Aid Project Number TA 5899(68), TA 5899(69), titled 6TH WARD CURB RAMPS HELENA] (PROJECT) at various locations throughout Helena's 6th Ward as shown on the attached list and map (Attachment "A").

The Project is designated as an Indefinite Delivery and Indefinite Quantity (ID/IQ) Contracting type Fixed-price, Best-value contract. The Project's goal is to install as many ADA compliant ramps as possible within the fixed budget. The City will evaluate the relative ability of each Company to meet the Project goal based on unit price, past experience and current capacity. The qualified company who proposes the best-value for the fixed-price will be selected.

II. AGREEMENT FOR SERVICES AND COMPENSATION

One company will be selected as the finalist and offered an opportunity to negotiate an agreement with the City based on their proposed unit prices. If an appropriate agreement cannot be reached with the highest-ranked company, the second-ranked company may be invited to negotiate an agreement with the City, and so on.

A sample agreement is provided as Attachment "D" hereto, however, the City reserves the right to change any terms prior to entering into an agreement with the successful company.

Evaluation criteria WILL include consideration of the proposed unit price book and companies are required to submit a unit price book proposal as part of their response.

III. SCOPE OF WORK, DELIVERABLES, AND TIMELINE

The scope of work for the project includes:

1. Replace or install ADA/PROWAG compliant curb-ramp corners for all Priority 1 and Priority 2 locations, by 30 June 2026. Construction of as many ADA/PROWAG compliant curb-ramp corners as possible per the remaining project budget, based on priority (see Attachment "A") by 02 October 2026.
2. Installation of transition sidewalk panel(s) from new landings to existing sidewalk.
3. Where required, with written approval, remove and replace extra curb & gutter for better asphalt transition.

4. New sidewalk shall meet the existing sidewalk with a clean, straight saw-cut and 1/2-inch expansion joint material.
5. Unit pricing will be based solely on double, single, or blended transition ramp corners as complete units (see Attachment "B"). Assume replacement of entire corner including curb & gutter and fillet as described in the proposal unit specifications (see Attachment "C"). Unit prices include furnishing all necessary labor, materials and equipment required to complete and protect the work performed.
6. All work shall be done in accordance with City of Helena Engineering Standards, Montana Public Works Standard Specifications (MPWSS) and comply with PROWAG guidelines.
7. City Transportation Systems Department must be notified when forms are set to allow for field review before any concrete is placed.
8. Any cold-weather concrete placement must be pre-approved, and all related extra costs will be incidental to sidewalk repair/replacement work, no other compensation will be allowed.
9. The Contractor is responsible for furnishing, installing, maintaining, relocating, and removing temporary traffic control devices for regulating, warning, or directing vehicle and pedestrian traffic during construction. A typical Traffic Control Plan in compliance with Manual on Uniform Traffic Control Devices (MUTCD) guidance must be submitted with executed contract. All traffic/pedestrian controls shall be placed in accordance with MUTCD Standards prior to commencing work. Traffic control is incidental to the sidewalk repair/replacement work, no other compensation will be allowed.
10. Any irrigation and/or landscape repair/replacement will be incidental to sidewalk repair/replacement work, no other compensation will be allowed. Landscaping to match original with minimum 6" of topsoil and matching vegetation. Removed grass to be replaced with sod.
11. Any and all storm water Best Management Practices (BMPs) including erosion control will be incidental to the sidewalk repair/replacement work, no other compensation will be allowed.
12. Wherever tree roots are encountered under or directly adjacent to the corner, the City Arborist must be consulted to decide if the roots may be cut and removed. If root removal is required, the cost for such work shall be considered incidental to the sidewalk installation, no other compensation will be allowed. If tree removal is required, that removal will be coordinated with the City and the responsibility of the removal lies with the City.
13. City will inspect all new ramps and record compliance with PROWAG on a Curb Ramp Inventory Sheet for acceptance, (see Attachment "C").
14. This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project

must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

15. The project is subject to Davis Bacon or Montana prevailing wage requirements (whichever is higher, see attached). For purposes of prevailing wage requirements, the project is considered HIGHWAY CONSTRUCTION.
16. The contractor will complete all related work within 30 days of issuance of work orders. The contractor shall reach final completion of all work orders no later than 02 October, 2026.
17. The contractor will be charged liquidated damages of \$500 per day if work is not completed per the work orders.

IV. ATTACHMENTS

The following information is provided for informational purposes only:

Attachment "A" – Corner Priority List and Map

Attachment "B" – Proposal Unit Price Book

Attachment "C" – ADA Corner Specifications

Attachment "D" – Sample Project Agreement

V. PROPOSAL SUBMISSION REQUIREMENTS

A. Proposal submission must:

- Be no more than 6 one-sided bound pages, exclusive of a cover and back page.
- Utilize Times New Roman 12-point font.
- Contain the information required by this RFP and address all required topics.
- Acknowledge that responder has reviewed any addenda issued for this RFP; and
- Be signed by an authorized agent.

B. Proposal submission must include all of the following:

1. Company's legal name, address, and contact information.
2. Brief description of the respondent company, including but not limited to, identification of the principals, the approximate number of employees, how long the company has been in business, and how long the company has been engaged in relevant types of work. Include information that demonstrates the company's experience in completing projects similar to that which is required by this RFP.
3. Individuals who will be assigned to this project, their role on the project team and their experience and qualifications on similar projects.

4. Description of how the respondent will accomplish the tasks, goals, and objectives identified in section III of this RFP.
5. Anticipated project schedule including a description of how this project will fit with the company's current workload.
6. A list of active and/or recently completed projects similar to this project including:
 - a. Start, completion, and/or anticipated completion dates;
 - b. Project Budget;
 - c. Name of Owner;
 - d. Name and telephone number of owner's project representative;
 - e. Names of team members that performed construction activities.
7. Proposed Unit Prices (see Attachment "B").
8. A proposal guaranty in an amount not less than ten percent (10%) of the total Fixed Price amount will accompany each Contractor's Proposal. It shall be anticipated that the fixed price agreement value is \$500,000 for all bonding purposes. Each Contractor shall expressly covenant in the proposal that if the Contractor is awarded the contract, the Contractor will, within 15 days after the contract is awarded, enter into a formal agreement 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. The guaranty 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. Contract 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 guaranty protects and indemnifies the City against the failure or refusal of the successful respondent to timely enter into the contract. The amount of the guaranty will be a liquidated sum that will be due in full in the event of default, regardless of the actual damages suffered. The proposal guaranty of all Contractors will be released at such time as the successful Contractor has complied with the condition stated herein, but not prior to that time.

C. References

List three (3) recent professional references who can provide information regarding the respondent's ability to perform the services described herein. References must include the name of the person to be contacted, phone number, email, and the type of project the respondent completed for the reference.

VI. EVALUATION CRITERIA

Proposals will be evaluated for best value by a Selection Committee of not less than three (3) members, based on the following criteria:

	Best-Value Criteria	Weight
1	Proposed Unit Cost	25
2	Qualifications (based on experience and references)	15
3	Capacity to Complete Project	15
4	Overall quality of the proposal	5
	TOTAL	60

Each voting member of the Selection Committee will review and evaluate the Proposals received. Individual Selection Committee members will provide a ranking for each criterion based on a 0 to 10 scale, with 10 being best. The Scoring Weight assigned each criterion will be multiplied by the ranking and added together providing a maximum possible Total Score of 600 points per Committee member per Proposal. Member's scores will be averaged for each Company and that average is the final Proposal score. The Proposals will be evaluated based on the following Scoring Guide.

SCORING GUIDE

(9.0-10.0): Response will be a highly comprehensive, excellent reply that meets all the requirements of the areas within the specific criteria.

(7.5-8.9): This response demonstrates an above average performance with few minor deficiencies noted.

(6.0-7.4): This response demonstrates an average performance, with minor deficiencies noted.

(4.0-5.9): This response demonstrates a below average performance, with numerous deficiencies noted.

(0.0-3.9): This response demonstrates an inadequate performance, with numerous deficiencies noted.

Based on final proposal scores, the Selection Committee may select one or more company's proposals as finalists. Finalists may be interviewed to further establish qualifications. If the Selection Committee determines that interviews are appropriate to

finalized their recommendation, the finalists will be contacted to schedule the interviews. The Selection Committee's recommendation for Best-Value proposal will be communicated to the City. The CITY will enter into agreement negotiations with the top recommended company.

Evaluation ranks do not create any right in or expectation to a contract regardless of any ranking given to any firm.

VII. SOLICITATION SCHEDULE

Request for Proposals Released	March 10, 2026
Proposal Packets Due – Close date	April 2, 2026, 2:30 PM MST
Service Provider Selection and Negotiation	April 9, 2026
Agreement Approval	TBD
Work to Begin	Approx. May 04, 2026

VIII. CONTACT:

The city contact for the purposes of this RFP is:

Mark Young
Transportation Engineer,
316 N Park Avenue, Helena, MT 59623
Phone: (406) 447-8099
E-Mail: myoung@helenamt.gov

IX. QUESTIONS AND INQUIRIES

All inquiries, questions, or requests for interpretation, correction, or clarification must be submitted in writing to the city contact listed above before 5pm on 31 March 2026. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to this RFP, a copy of which will be posted on the city's website.

X. SUBMITTAL INSTRUCTIONS

Proposals must be submitted in a sealed envelope clearly marked on the outside with the RFP number and project name.

One (1) hard copy and one electronic copy (PDF format) of the proposal must be submitted to:

City of Helena
Attn: City Clerk's Office
c/o: Mark Young
316 N Park Ave. Rm 322
Helena, MT 59623

PROPOSALS MUST BE **RECEIVED** NO LATER THAN: **April 2, 2026, at 2:30 p.m. (MST)**

Proposals may be withdrawn either personally or by written request at any time prior to the due date stated above for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the agreement is delayed for a period exceeding ninety (90) days.

The City is not responsible for costs associated with preparing proposals in response to this RFP.

XI. RESERVATION OF RIGHTS BY THE CITY

The City reserves the right to readvertise, to waive any minor informalities or irregularities in the proposals, and to accept the proposal that best benefits the City. Minor irregularities are defined as those that will not have an adverse effect on the City's interest. The City reserves the right to reject any or all proposals deemed unqualified, unsatisfactory, or inappropriate.

XII. PUBLIC RECORDS DISCLOSURE

All proposals become the property of the City of Helena and may be subject to release to the public pursuant to Mont. Const. art. II, § 9 and Mont. Code Ann. § 2-6-1001 *et. seq.*

XIII. LOBBYING

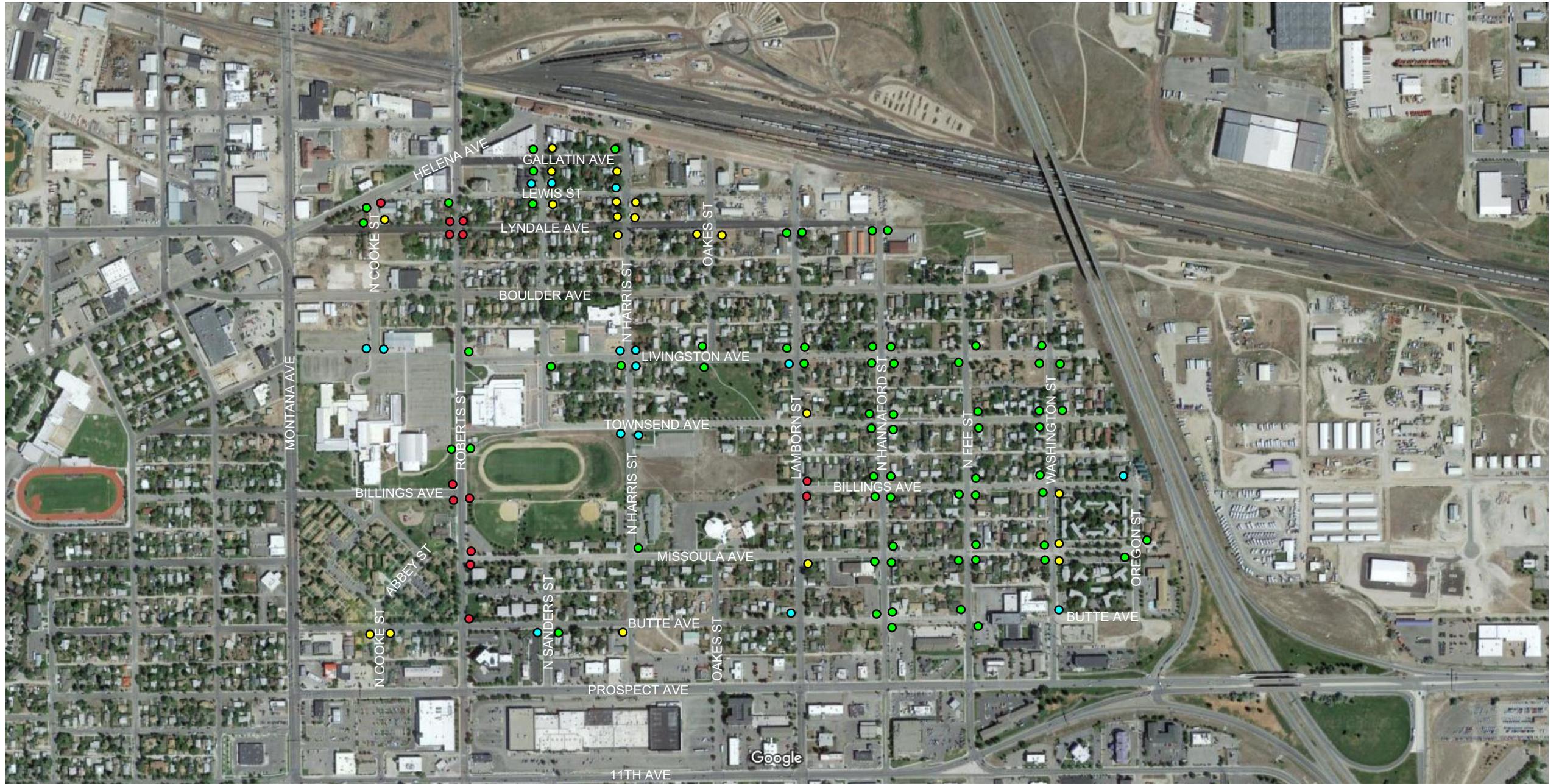
Respondents are prohibited from lobbying the City Commission, the Mayor, City Staff or members of the selection committee relative to the respondent's proposal or response to this RFP.

ATTACHMENT "A"

LOCATION			CITY OF HELENA ADAPT ASSET NUMBER	RAMP TYPE
PRIORITY 1				
1	N Cooke and Lewis	SE Corner	16549	Double
2	N Roberts and Lyndale	NE Corner	4971, 4972	Double
3	N Roberts and Lyndale	SE Corner	4978, 4979	Double
4	N Roberts and Lyndale	NW Corner	4948, 4955	Double
5	N Roberts and Lyndale	SW Corner	4975, 4976	Double
6	N Roberts and Billings	SE Corner	17855	Single
7	N Roberts and Billings	NW Corner	1509	Single
8	N Roberts and Billings	SW Corner	5094	Double
9	N Roberts and Missoula	SE Corner	5104	Single
10	N Roberts and Missoula	NE Corner	5102	Double
11	N Roberts and Butte	NE Corner	5109	Double
12	N Lamborn and Billings	SE Corner	6569	Double
13	N Lamborn and Billings	NE Corner	6547	Double
PRIORITY 2				
14	N Cooke and Butte	SW Corner	4377	Double
15	N Cooke and Butte	SE Corner	4376	Double
16	N Cooke and Lyndale	NE Corner	18291, 18295	Double
17	N Oakes and Lyndale	SW Corner	7838	Double
18	N Oakes and Lyndale	SE Corner	9141	Double
19	N Sanders and Lewis	SE Corner	15115, 18313	Double
20	N Sanders and Gallatin	SE Corner	4841, 4845	Double
21	N Sanders and Gallatin	NE Corner	7647, 7648	Double
22	N Harris and Gallatin	SW Corner	7712	Double
23	N Harris and Lewis	SE Corner	4912, 4913	Double
24	N Harris and Lewis	SW Corner	4996	Double
25	N Harris and Lyndale	SW Corner	7823, 7824	Double
26	N Harris and Lyndale	NW Corner	7725, 7726	Double
27	N Harris and Lyndale	NE Corner	7826, 7827	Double
28	N Washington and Billings	SE Corner	17859	Double
29	N Washington and Missoula	SE Corner	14617	Double
30	N Washington and Missoula	NE Corner	14610	Double
31	N Harris and Butte	SW Corner	4119	Double
32	N Lamborn and Townsend	NE Corner	15218	Double
33	N Lamborn and Missoula	SE Corner	17317	Double
PRIORITY 3				
34	N Roberts and Livingston	NE Corner	6493	Single
35	N Roberts @ HS Bulb-out	East Side	1319	Single
36	N Roberts @ HS Bulb-out	West Side	1382	Single
37	N Roberts and Lewis	SW Corner	4941, 4958	Double
38	N Sanders and Lewis	SW Corner	7679	Double

39	N Sanders and Gallatin	SW Corner	2691	Double
40	N Sanders and Gallatin	NW Corner	7666	Double
41	N Fee and Butte	SE Corner	1268	Double
42	N Fee and Butte	NW Corner	1271	Double
43	N Fee and Billings	SW Corner	1257	Double
44	N Fee and Billings	SE Corner	1256	Double
45	N Fee and Billings	NE Corner	9730	Double
46	N Fee and Townsend	NE Corner	297	Double
47	N Fee and Townsend	SE Corner	1252	Single
48	N Fee and Livingston	SW Corner	1250	Single
49	N Fee and Livingston	NE Corner	1216	Single
50	N Washington and Billings	SW Corner	1459	Double
51	N Washington and Billings	NW Corner	1457	Double
52	N Washington and Missoula	NW Corner	1460	Double
53	N Washington and Missoula	SW Corner	1462, 1463	Double
54	N Washington and Townsend	SW Corner	1456	Single
55	N Washington and Townsend	NE Corner	282	Single
56	N Washington and Townsend	NW Corner	286	Double
57	N Washington and Livingston	SE Corner	1121	Single
58	N Washington and Livingston	NW Corner	1455	Single
59	N Washington and Livingston	SW Corner	1124	Double
60	N Fee and Missoula	SE Corner	1263	Double
61	N Fee and Missoula	SW Corner	1265	Single
62	N Fee and Missoula	NE Corner	1260	Single
63	N Oregon and Missoula	SW Corner	1122	Double
64	N Oregon and Missoula	NE Corner	3259	Double
65	N Cooke and Lyndale	NW Corner	18290	Double
66	N Cooke and Helena	SW Corner	16550	Single
67	N Harris and Gallatin	NW Corner	7709	Double
68	N Hannaford and Lyndale	SE Corner	474	Single
69	N Hannaford and Lyndale	SW Corner	514	Single
70	N Hannaford and Townsend	SE Corner	1144	Single
71	N Hannaford and Townsend	NW Corner	1166	Single
72	N Hannaford and Townsend	NE Corner	307	Double
73	N Hannaford and Townsend	SE Corner	1144	Single
74	N Sanders and Butte	SE Corner	3674	Double
75	N Sanders and Livingston	SE Corner	7042	Double
76	N Harris and Livingston	SW Corner	7035	Double
77	N Harris and Missoula	NE Corner	7514	Double
78	N Oakes and Livingston	SW Corner	6150	Single
79	N Oakes and Livingston	NW Corner	6391	Double
80	N Lamborn and Lyndale	SE Corner	8008	Single
81	N Lamborn and Lyndale	SW Corner	8013	Single
82	N Lamborn and Livingston	NE Corner	6138	Single
83	N Lamborn and Livingston	NW Corner	9038	Single
84	N Lamborn and Livingston	SE Corner	6114	Single
85	N Hannaford and Missoula	SE Corner	1168	Double
86	N Hannaford and Missoula	NE Corner	684	Double
87	N Hannaford and Missoula	SW Corner	1171	Double
88	N Hannaford and Billings	SE Corner	1172	Single
89	N Hannaford and Billings	SW Corner	1200	Single

90	N Hannaford and Billings	NW Corner	1203	Single
91	N Hannaford and Billings	NE Corner	636	Single
92	N Hannaford and Butte	SE Corner	1161	Single
93	N Hannaford and Butte	NW Corner	1165	Double
94	N Hannaford and Butte	NE Corner	1164	Double
95	N Hannaford and Livingston	SE Corner	1141	Double
96	N Hannaford and Livingston	SE Corner	1143	Double
97	N Hannaford and Livingston	NW Corner	1142	Single
98	N Hannaford and Livingston	NE Corner	1140	Single
PRIORITY 4				
99	N Oregon and Butte	NW Corner	1109	Double
100	N Oregon and Billings	SW Corner	6595	Double
101	N Cooke and Livingston	NE Corner	14727	Single
102	N Cooke and Livingston	NW Corner	14713	Single
103	N Harris and Lewis	NW Double	7715, 7718	Double
104	N Sanders and Butte	SW Corner	4030	Double
105	N Harris and Townsend	SE Corner	2622	Double
106	N Harris and Townsend	SW Corner	2669	Double
107	N Harris and Livingston	SE Corner	6167, 6170	Double
108	N Harris and Livingston	NW Corner	6493, 6499	Double
109	N Harris and Livingston	NE Corner	6462, 6467	Double
110	N Lamborn and Livingston	SW Corner	3322	Double
111	N Washington and Butte	NE Corner	1573	Double
112	N Sanders and Lewis	NW Corner	7674, 18312	Double
113	N Sanders and Lewis	NE Corner	7643, 7645	Double



PROJECT LOCATION MAP

LEGEND

PROPOSED ADA UPGRADES

● PRIORITY 1

● PRIORITY 2

● PRIORITY 3

● PRIORITY 4

ATTACHMENT "B"



6th Ward ADA Curb Ramps – Helena, TA 5899(69), UPN 10103000 Project TSD-26-19

PROPOSAL UNIT PRICE BOOK

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1	Double ADA Curb-Ramp Corner (Removal & Replacement)	EA	Any Quantity	
2	Single ADA Curb-Ramp Corner (Removal & Replacement)	EA	Any Quantity	
3	Blended Transition ADA Curb-Ramp Corner (Removal & Replacement)	EA	Any Quantity	
Supplemental Work Unit Pricing (As-Needed Basis Outside the Above Typical Ramp Unit Areas)				
4	4" Concrete Sidewalk (Removal & Replacement)	SF	Any Quantity	
5	Concrete Curb & Gutter (Removal & Replacement)	LF	Any Quantity	
6	4" Asphalt Removal & Replacement (3/8" mix, PG 58-28)	SF	Any Quantity	
7	4" Pedestrian Curbing (Behind sidewalk, if needed; Not along ADA ramp)	LF	Any Quantity	
8	6" Concrete Valley Gutter (6' wide typ.) (Remove & Replace)	LF	Any Quantity	
9	Reset Drain Inlet	EA	Any Quantity	
10	3/4" Clean Aggregate (6" Typ.; for use over tree roots only)	SF	Any Quantity	
11	3/4" Crushed Base Course (6" Typ.)	SF	Any Quantity	

ATTACHMENT "C"

Proposal Unit Specifications:

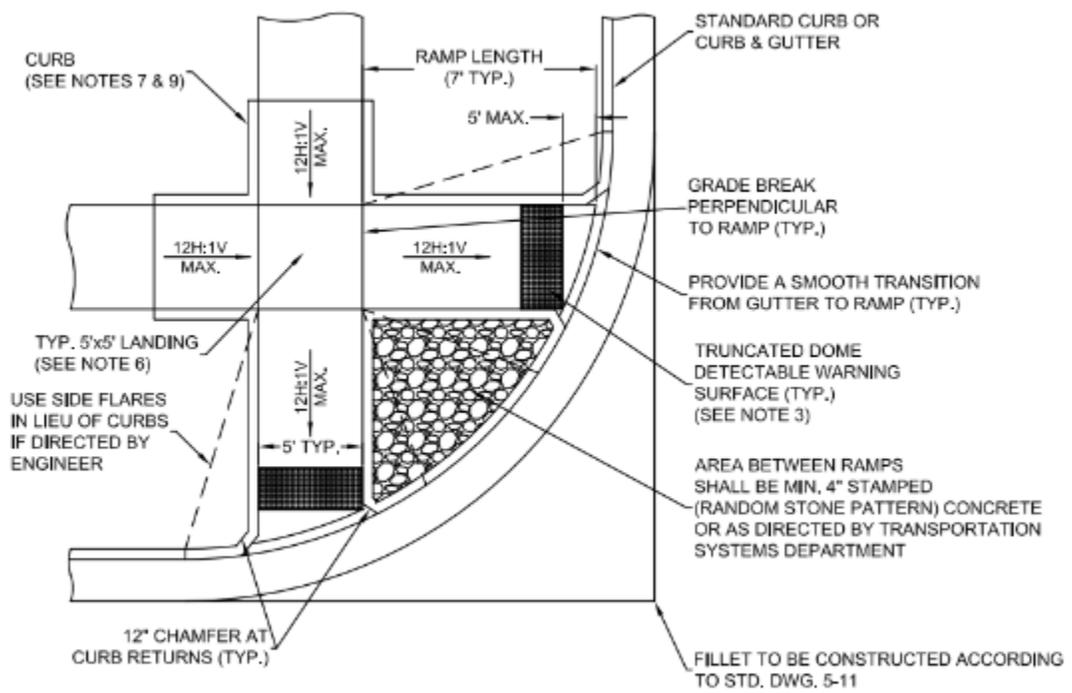
1. A Double ADA curb-ramp corner unit includes:
 - a. Demolition of existing corner, all concrete (sidewalk, curb & gutter (C&G), etc.).
 - b. Saw cut and remove asphalt corner for concrete fillet and demo asphalt. Use saw-cut asphalt as fillet form do not over-cut.
 - c. Excavate and compact subgrade.
 - d. Install ¾" minus crushed base and compact to 95% of maximum dry density.
 - e. Install concrete fillet and curb & gutter (approx. 40' of curb & gutter).
 - f. Install ramps with pedestrian curbing on both sides of each ramp.
 - g. Install landing to match adjacent sidewalk(s) (5' x 5' typ.)
 - h. Stamped concrete (random stone decorative concrete stamp) is to be applied to non-travel surface between ramps.
 - i. Install cast iron detectable warning surface (DWS) panels (truncated domes; 2' x 5' each ramp).
 - j. Install transition panels from new landing to existing sidewalk (typ. 5' x 5').
 - k. Reset sign and post (if applicable).
 - l. Revegetation and irrigation repair as needed.
 - m. Vehicle and Pedestrian traffic control as needed.
2. A Single ADA curb-ramp corner unit includes:
 - a. (Similar to double but only one directional ramp, one DWS panel, etc. Approx. 35' of C&G.)
3. Blended Transition ADA curb-ramp corner unit includes:
 - a. Requires prior written approval by the City. (Only in curbside sidewalk applications.)
 - b. (Similar to double but only one blended ramp, one DWS panel, etc.)

Specification Notes:

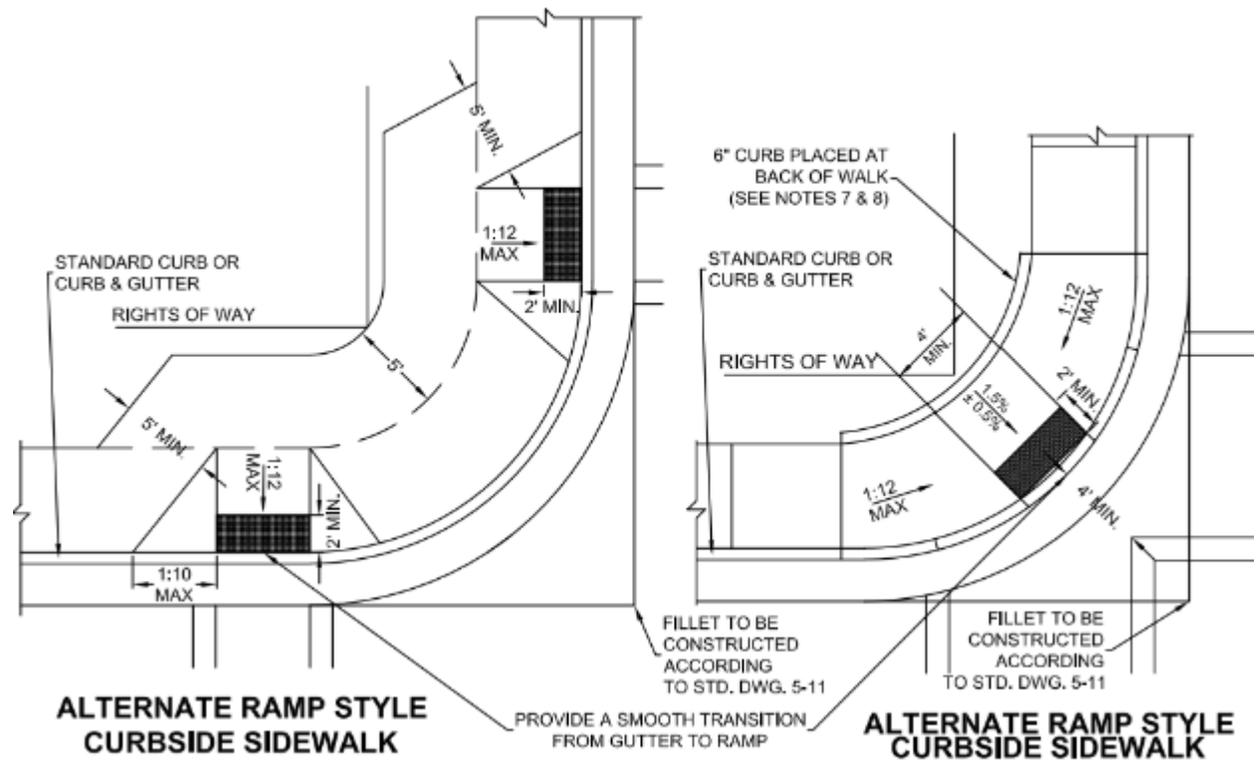
- A. All work shall comply with PROWAG and City Standards. These include but are not limited to: 5' width for sidewalk, ramps and landings; 2.1% maximum cross slope; 8.3% maximum ramp running slope; 15' back-of-curb radius, etc.
- B. All new corners will be field-fit. Contractor must consider drainage around the new ADA assets. New gutter flowlines must drain and not hold water.
- C. All finished concrete surfaces must be broom finished, unless stamped.
- D. New sidewalk shall meet the existing sidewalk with a clean, straight saw-cut edge and 1/2-inch expansion joint material which is incidental to ramp installation.
- E. New sidewalk shall meet other adjacent structures with 1/2-inch expansion joint material and backer rod with a construction joint sealant and is incidental to ramp installation.
- F. Non-compliance with any of these specifications will require removal and replacement of non-compliant work at contractor's expense.

Materials Specifications:

1. Concrete - 4500 psi @ 28-day break (per MPWSS 03310)
 - a. The City will perform random concrete testing.
2. Sidewalk base - ¾" crushed base course (per MPWSS 02235)
 - a. The City will perform random compaction testing.
3. Curb and gutter/Fillet base - ¾" crushed base course (per MPWSS 02235)
 - a. The City will perform random compaction testing.
4. Areas where the asphalt is failing and the City determines it should be cut further to have a competent connection point, it will be removed and filled back per the supplemental unit price for 4" Asphalt Removal & Replacement (3/8" mix, PG 58-28), weather permitting.

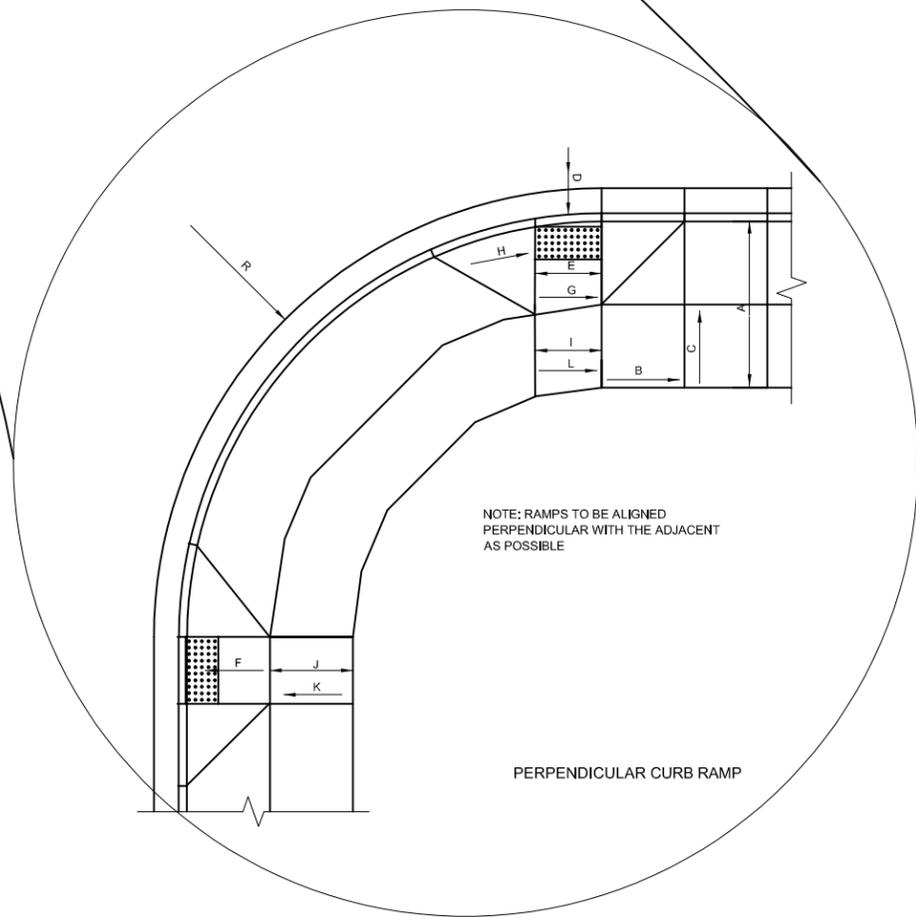
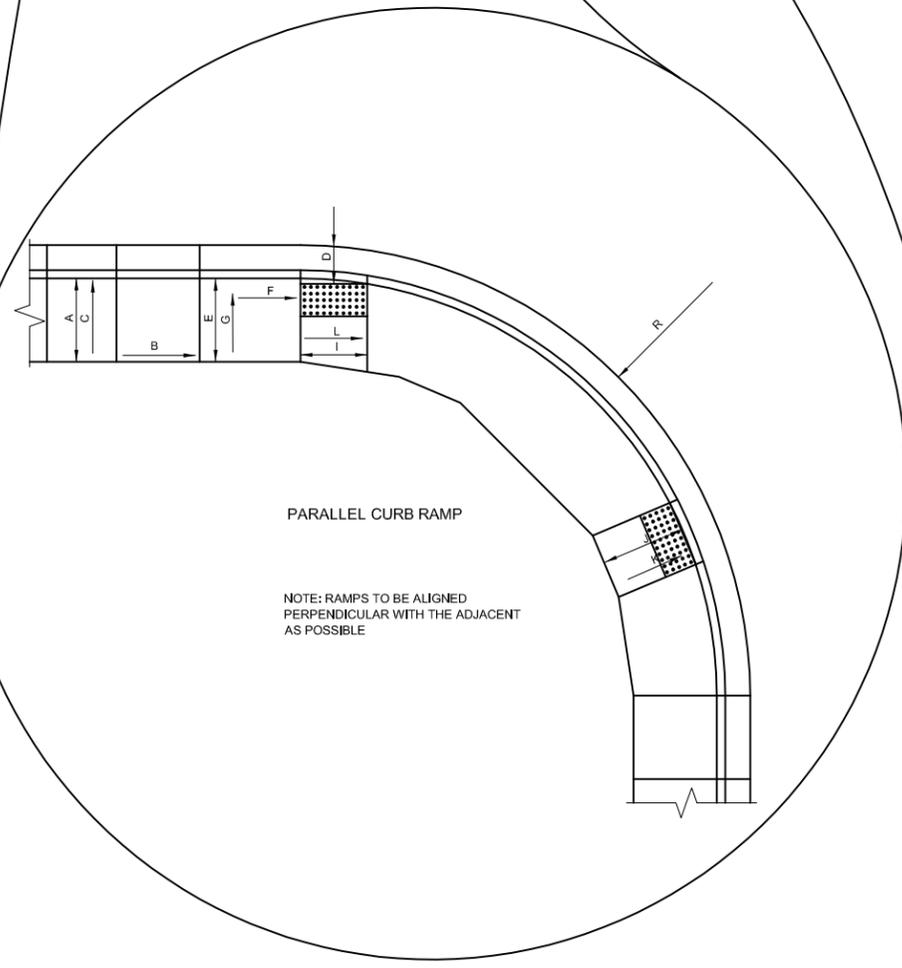
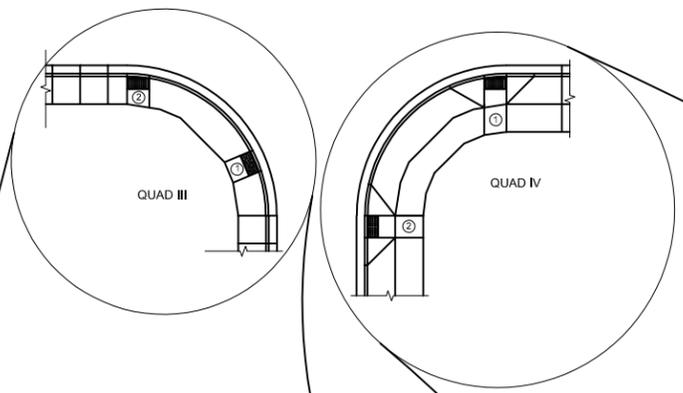
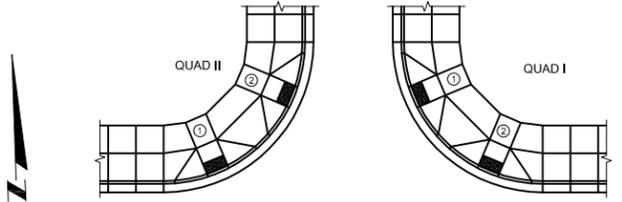


PREFERRED RAMP STYLE



ALTERNATE RAMP STYLE CURBSIDE SIDEWALK

ALTERNATE RAMP STYLE CURBSIDE SIDEWALK



NOTE: VIEW RAMP FROM THE STREET
ALL GRADES MEASURED UTILIZING A M-D
SMARTTOOL 4 FOOT DIGITAL LEVEL

CURB RAMP INVENTORY																
DIMENSION LOCATION	QUAD I		QUAD II		QUAD III		QUAD III		QUAD III		QUAD IV		QUAD IV		QUAD IV	
	①	②	①	②	①	②	①	②	①	②	①	②	①	②	①	②
	LEFT	RIGHT	LEFT	RIGHT	LEFT	RIGHT	LEFT	RIGHT	LEFT	RIGHT	LEFT	RIGHT	LEFT	RIGHT	LEFT	RIGHT
A (SW WIDTH)																
B (SW RUNNING SLOPE)																
C (SW X-SLOPE)																
D (C&G SLOPE)																
E (RAMP WIDTH)																
F (RAMP SLOPE)																
G (RAMP X-SLOPE)																
H (FLARE SLOPE)																
I (LANDING WIDTH)																
J (LANDING LENGTH)																
K (LANDING SLOPE)																
L (LANDING X-SLOPE)																

- SURROUNDING VEGETATION SHALL BE TRIMMED BETWEEN 27 AND 80 INCHES)
- ADJACENT SIGN HEIGHT (84 INCHES TO BOTTOM OF SIGN TO TOP BACK OF CURB)
- SURFACE OF NEW CONCRETE BROOMED TO PROVIDED A NON-SLIP SURFACE
- ANY PEDESTERIAN PUSHBUTTONS AT REQUIRED HEIGHT AND LOCATION
- TRUNCATED DOMES ALIGNED WITH ADJACENT ROADWAY AND SAME WIDTH AS SIDEWALK
- POSITIVE DRAINAGE MAINTAINED ALONG CURB RETURN - NO PONDING AT RAMPS
- TECHNICAL INFEASIBILIYT FORM REQUIRED (ATTACH TO INVENTORY IF REQUIRED)

ADA COMPLIANCE/CITY ENGINEERING STANDARDS			
DIMENSION LOCATION	2010 ADA COMPLIANT DIMENSION	PROWAG COMPLIANT DIMENSION	CITY OF HELENA ENGINEERING AND DESIGN STANDARDS COMPLIANT DIMENSION
A (SW WIDTH)	36 INCHES MIN	4 FT MIN	5 FT MIN (CITY ENGINEERING STANDARD 5.2.2)
B (SW SLOPE)	EQUAL TO OR LESS THAN THE SLOPE OF THE ADJACENT ROADWAY		
C (SW X-SLOPE)	1:48 SLOPE MAX	2% MAX	1.5% PREFERABLE - 2% MAX
D (COUNTER SLOPE)	1:20 SLOPE MAX	5% MAX	4% PREFERABLE - 5% MAX
E (RAMP WIDTH)	4 FT MIN	4 FT MIN	5 FT TYP. OR MATCH EXISTING MINIMUM OF 4 FT
F (RAMP SLOPE)	8.33% MAX	8.33% MAX	7.5% PREFERABLE - 8.33% MAX
G (RAMP X-SLOPE)	1:48 SLOPE MAX	2% MAX	1.5% PREFERABLE - 2% MAX
H (FLARE SLOPE)	10% MAX	10% MAX	9% PREFERABLE - 10% MAX
I (LANDING WIDTH)	4 FT MIN	4 FT MIN	
J (LANDING LENGTH)	4 FT MIN	4 FT MIN	
K (LANDING SLOPE)	1:48 SLOPE MAX ALL DIRECTIONS	2% MAX ALL DIRECTIONS	1.5% PREFERABLE - 2% MAX
L (LANDING X-SLOPE)	1:48% MAX	2% MAX	1.5% PREFERABLE - 2% MAX

CURB RAMP INVENTORY SHEET (NOT TO SCALE)	
INSPECTION DATE	
INSPECTOR(S)	
OVERALL COMPLIANCE (Y/N)	
STREET NAME (NORTH/SOUTH)	
CROSS STREET NAME (EAST/WEST)	

ATTACHMENT "D"

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 _____, _____ Helena MT, 59601 hereinafter referred to as "Contractor," collectively referred to as "Parties."

RECITALS

1. The City issued a Request for Proposals for **Project No. TSD-26-19**, hereinafter referred to as "Project," pursuant to the requirements of all applicable statutes, rules, regulations, and ordinances, to construct ADA curb ramps in the City's "6th Ward" neighborhood.
2. The City awarded the bid to Contractor on April ___, 2026, 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: [12/31/2026](#). 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 Proposals, and City's Award (herein after "RFP Documents"), as awarded and accepted by City, and the drawings, plans, and Project specifications provided by the City and its architects and engineers. The RFP 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.
 - f. Contractor shall be responsible for contacting property owners adjacent to public sidewalk improvements. The contractor shall notify the property owner at least 48 hours ahead of construction in writing.
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. Contractor is solely responsible for traffic and pedestrian control.

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 Agreement 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 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 180 days of the starting date stated in the Notice to Proceed.
 no later than October 2, 2026.

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

- 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 Five Hundred Thousand Dollars (\$500,000). Both parties hereby acknowledge that this Agreement Amount has been calculated based upon the unit prices specified in the RFP

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 Eighty Thousand (\$80,000.00) 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 per day (\$500/day) 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 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 type="checkbox"/>	Employers' Liability	\$1,500,000
<input type="checkbox"/>	Professional Liability (E&O)	\$1,500,000
<input 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 type="checkbox"/>	Owner's and Contractor's Protective Liability	\$ 1,000,000 per occurrence \$ 3,000,000 aggregate
<input type="checkbox"/>	On-Hook Coverage	
<input 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 **HIGHWAY 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: Mark Young, Transportation Engineer
Address: 316 N Park Ave Helena Mt, 59623
Phone: 406-447-8099
E-Mail: myoung@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:
Address:
Phone:
E-Mail:

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 – Proposal Documents (including RFP, Unit Price Book, 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

Exhibit H – Apprenticeship Waiver

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: _____ Dated: _____
By: **Alana Lake, City Manager**

FOR THE CONTRACTOR

Signed: _____ Dated: _____
By: _____, _____

APPROVED AS TO FORM:

Signed: _____ Dated: _____
By: **Rebecca Dockter, City Attorney**

Exhibit A
RFP Documents
(Request for Proposal, Unit Price Book, 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

MONTANA
PREVAILING WAGERATESFORHIGHWAYCONSTRUCTIONSERVICES2025

Effective: July 1, 2025

Note: These are revised 2025 rates and supersede the rates that were published on January 11, 2025

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

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

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

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the internet at 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 or contact the department at (406) 444-6543.

SARAH SWANSON
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
DIVERS	10
DIVER TENDERS	10
ELECTRICIANS	11
IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS	11
LINE CONSTRUCTION	
EQUIPMENT OPERATOR	11
GROUNDMAN	11
LINEMAN	12
MILLWRIGHTS	12
PAINTERS	12
PILE BUCKS	12
TRUCK DRIVERS	13

A. Date of Publication January 13, 2025

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM), 24.17.501(3) – (3)(b), 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 <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/> or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

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

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits

Section 18-2-412, MCA states:

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

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

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

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

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

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

H. Dispatch City

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

I. Zone Pay

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

J. Computing Travel Benefits

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

K. Per Diem

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

L. Apprentices

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

M. Posting Notice of Prevailing Wages

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

N. Employment Preference

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

O. Projects of a Mixed Nature

Section 18-2-418, 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

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

No Rate Established

Travel:
No Travel Pay Established

[↑ Back to Table of Contents](#)

CARPENTERS

Wage	Benefit
\$36.49	\$14.33

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](#)

CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$33.41	\$16.51

Duties Include:

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

Zone Pay:
0-30 mi free zone
30-60 mi base pay+2.95/hr.
>60 mi base pay+4.75/hr

[↑ Back to Table of Contents](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$32.47	\$12.77

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.

Zone Pay:
No zone pay established.

[↑ Back to Table of Contents](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$35.70	\$12.77

Zone Pay:
No zone pay established.

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$35.70	\$12.77

Zone Pay:
No zone pay established.

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 Haul Truck, Articulating Trucks, Vac Truck.

[↑ Back to Table of Contents](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$36.91	\$12.77

Zone Pay:
No zone pay established.

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](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$38.05	\$12.77

Zone Pay:
No zone pay established.

This group includes but is not limited to:

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

[↑ Back to Table of Contents](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$39.27	\$12.77

Zone Pay:
No zone pay established.

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](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$41.95	\$12.77

Zone Pay:
No zone pay established.

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](#)

CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage
\$27.71

Benefit
\$12.80

Zone Pay:
No zone pay established.

[↑ Back to Table of Contents](#)

CONSTRUCTION LABORERS GROUP 2

Wage
\$30.87

Benefit
\$12.36

Zone Pay:
No zone pay established.

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.

[↑ Back to Table of Contents](#)

CONSTRUCTION LABORERS GROUP 3

Wage
\$31.10

Benefit
\$12.36

Zone Pay:
No zone pay established.

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
\$32.12	\$12.36

Zone Pay:
No zone pay established.

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.

[↑ Back to Table of Contents](#)

DIVERS

	Wage	Benefit
Stand-By	\$46.33	\$18.38
Diving	\$92.66	\$18.38

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

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.

[↑ Back to Table of Contents](#)

DIVER TENDERS

Wage	Benefit
\$45.30	\$18.38

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

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.

[↑ Back to Table of Contents](#)

ELECTRICIANS

Wage	Benefit
\$39.08	\$20.00

Travel:

No mileage due when traveling in employer's vehicle.

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

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.

Per Diem

District 4

>60 mi. \$80.00/day

Per Diem in Big Sky and West Yellowstone \$125/day.

[↑ Back to Table of Contents](#)

IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
\$34.83	\$25.37

Duties Include:

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

Travel:

All Districts

- 0-45 mi. free zone
- >45-85 mi. \$100.00/day
- >85 mi. \$150.00/day

[↑ Back to Table of Contents](#)

IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
\$30.43	\$25.22

Duties Include:

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

Travel:

All Districts

- 0-45 mi. free zone
- >45-85 mi. \$100.00/day
- >85 mi. \$150.00/day

LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
\$38.38	\$18.60

Duties Include:

All work on substations

Travel:

No Free Zone
\$60.00/day

[↑ Back to Table of Contents](#)

LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$29.96	\$17.64

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

[↑ Back to Table of Contents](#)

LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$50.11	\$19.88

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

[↑ Back to Table of Contents](#)

MILLWRIGHTS

Wage	Benefit
\$40.45	\$21.25

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](#)

PAINTERS

Wage	Benefit
\$36.00	\$12.84

Zone Pay:
No zone pay established.

[↑ Back to Table of Contents](#)

PILE BUCKS

Wage	Benefit
\$36.49	\$14.33

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

Duties Include:

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

[↑ Back to Table of Contents](#)

TRUCK DRIVERS

	Wage	Benefit
Pilot Car Driver	\$28.21	\$12.57
Truck Driver	\$35.74	\$12.57

Zone Pay:
No zone pay established.

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.

[↑ Back to Table of Contents](#)

Exhibit H
Apprenticeship Waiver