



# MISSOULA COUNTY INVITATION FOR BID (IFB)

**IFB Name, Due Date, and Time:**  
Dishwasher Replacement at the Missoula  
County Detention Center  
March 26<sup>th</sup>, 2026 @ 4:00 p.m., Local Time

Number of Pages: 14

## ISSUING DEPARTMENT INFORMATION

Procurement Officer: Lester Bracey

Issue Date:  
March 6<sup>th</sup>, 2026

Missoula County Auditor's Office  
199 W. Pine St.  
Missoula, MT 59802

Phone: (406) 258-3526  
Email address: [lbracey@missoulacounty.us](mailto:lbracey@missoulacounty.us)

## INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW  
AND RETURN THIS PAGE WITH YOUR BID  
AND ANY REQUIRED DOCUMENTS TO THE  
ADDRESS LISTED ABOVE UNDER "ISSUING  
AGENCY INFORMATION."**

Mark Face of Envelope/Package:

IFB Name: Dishwasher Replacement at the  
Missoula County Detention Center

IFB Due Date: March 26<sup>th</sup>, 2026 @ 4:00 PM

**Special Instructions:**

Bids can either be emailed or delivered in a sealed  
envelope. Please ensure this cover page is included &  
signed when the bid is returned. Bids that are emailed  
must be delivered to the procurement office only

## BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

## STANDARD TERMS AND CONDITIONS

### Missoula County Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, or limited solicitation, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The County reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the County. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the County, the County Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by Missoula County or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the County's solicitation document and a vendor's response, the language contained in the County's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the County.

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under the authority of the Missoula County Purchasing and Contracts Policy.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractor to the same provisions. In accordance with MCA 49-3-207, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or nation origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Missoula County. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the County.

**DISABILITY ACCOMMODATIONS:** The County does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document t formats, or services for effective communications or other disability related accommodations are

invited to make their needs and preferences known to the County department issuing the solicitation. Interested parties should provide as much advance notice as possible.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder or offeror to whom a contract is awarded refuses to accept the award or fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder or offeror for a period of time from entering into any contracts with Missoula County.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERMS:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the County is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate County electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The County applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. Such reciprocal preference is applied only to competitively bid projects for construction, repair, or maintenance of a building, road, or bridge in excess of \$50,000.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with MCA 35-1-1026 and MCA 35-8-1001. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** Missoula County is exempt from Federal Excise Taxes (#81-6001397).

**TERMINATION OF CONTRACT:** Unless otherwise stated, the County may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the Fourth Judicial District in and for the County of Missoula, State of Montana, and each party shall pay its own costs and attorney fees.

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the County. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

## SECTION 1: GENERAL REQUIREMENTS

### INTRODUCTION

The Missoula County Facilities Department (hereinafter referred to as “the County”) is soliciting bids for cost proposals to remove and replace the current dishwasher at the Missoula County Detention Center located at 2340 Mullan Rd. We are looking to replace the current Hobart Model CL64E with a comparable unit.

A more complete description of the supplies and/or services sought is provided in **Section 4** of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### CONTRACT TERM

The contract term will be negotiated based off the selected Contractors current ability to schedule the work. It is anticipated that this work will be contracted starting the week of April 6<sup>th</sup>, 2026, with the contract being in effect until the completion of the project, which is anticipated to be end of May 2026. However, these dates are not binding, with the contract potentially extending past May 31<sup>st</sup>, 2026 date.

### INSTRUCTIONS TO BIDDERS

#### Procurement Officer Contact Information.

Contact information for the procurement officer is as follows:

Procurement Office (main contact): Lester Bracey  
Address: 199 W. Pine St. Missoula, MT 59802  
Telephone Number: 406-258-3526  
E-mail Address: [lbracey@missoulacounty.us](mailto:lbracey@missoulacounty.us)

Secondary Contact (for scheduling site walks): Jess Ebel  
Address: 2340 Mullan Rd  
Telephone Number: 406-540-2494  
E-mail Address: [jebel@missoulacounty.us](mailto:jebel@missoulacounty.us)

**Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer, all addendum questions are to be submitted by **Thursday, March 19<sup>th</sup>, 2026**. Replies to such notices may be made in the form of an addendum to the solicitation will be provided no later than **Tuesday, March 24<sup>th</sup>, 2026**.

**Interpretation or Representations.** The County assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

**Acknowledgment of Addendum.** If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. ***Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.*** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

**Extension of Prices.** In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

**Bid Preparation Costs.** The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The County is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a contract.

### **Bid Bond**

Bid security is required for all bids submitted in response to an IFB and must be provided in accordance with MCA 18-1-201 through 206. Specifically:

- i. Each bidder must provide a bid bond or other security in the amount of 10% of the bid price to protect and indemnify the county against the failure or refusal of the bidder to enter into the contract, if awarded.
- ii. The bond or other security is subject to forfeiture if the bidder fails to enter
  1. into a contract within 30 days of bid acceptance.
- iii. The bid bond or other security must be in the form specified in MCA
  1. 18-1-203 and payable to the county. Although other forms of security are allowed, the most common forms are cashier's check or bond executed by a surety corporation.
- iv. Bid security is returned to bidders whose bids are not accepted.

### **Performance Bond**

In accordance with MCA 18-2- 201, all construction contractors shall execute a bond to secure performance on the contract and payment of workers, subcontractors, and suppliers. MCA 18-2-201(4) allows the bond requirement to be waived for contracts less than \$50,000.

### **Public Works Contracts**

Bid specifications and contracts for construction and non-construction services greater than \$25,000 are subject to the following provisions:

- I. Contractor shall agree to:
  - v. Give preference to the employment of bona fide Montana residents in the performance of the work;
  - vi. Include provisions for work that is performed at a project location to:
    1. Pay the travel allowance that is in effect and applicable to the district in which the work is being performed; and
    2. Pay the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed;
  - vii. Post a copy of the applicable prevailing wage rates in a prominent and accessible site at the project location; and,
  - viii. Maintain payroll records capable of certification for at least three years after completion of work under the Agreement.
- II. If the term of the contract calls for more than 30 months to fully perform, contractor further agrees to increase the standard prevailing rate of wages by 3% every 12 months after the contract award date and apply the adjustment every 12 months for the duration of the contract.

## **PRE-BID WALKTHROUGHS**

Mandatory Pre-Bid Walkthroughs will be conducted at the existing building (**2430 Mullan Rd. Missoula, MT**) on **March 17<sup>th</sup>, or 18<sup>th</sup>**. Walkthroughs need to be scheduled 24hrs in advance and must be scheduled between 8am-5pm. Walkthroughs will be available by appointment only. To schedule a walkthrough, please reach out to Jess Ebel by either email: [jebel@missoulacounty.us](mailto:jebel@missoulacounty.us) or by phone at 406-540-2494. All proposing bidders are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the County of any ambiguities, inconsistencies, or errors discovered upon examination of this IFB. All responses to questions at the Pre-Bid Conference will be oral and in no way binding on the County.

## **BID SUBMISSION**

As noted on the cover page, bids can either be emailed, or delivered, below are instructions for bid submission:

**Emailed Bids:** Bids must be emailed directly to the Procurement Officer identified in the IFB (Lester Bracey). ***Bids must be received by the procurement officer prior to 4:00p.m, local time, Thursday, March 26<sup>th</sup>, 2026.*** Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

**Delivered Bids - Bids Must Be Sealed and Labeled:** Bids must be sealed and labeled on the outside of the package to clearly indicate that they are submitted in response to IFB **dishwasher Replacement at the Missoula County detention Center**. ***Bids must be received at the Missoula County Auditor's Office prior to 4:00p.m., local time, Thursday, March 26<sup>th</sup>, 2026.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

**Late Bids.** ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery to the office of **Missoula County Auditors Office** by the designated time. Late bids will not be opened and may be returned to the bidder at the bidder's expense or destroyed if requested.

**Bidder's Signature.** The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid submitted in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the County from obtaining the best possible supply or service.

**Preferences.** Please note the following three Missoula County Resolutions:

- Resolution No. 2020-061 A Resolution Giving Procurement Preference to Disadvantaged Business Enterprises
- Resolution No. 2020-076 Montana Registered Apprentice Program Resolution
- Resolution No. 2021-001 A Resolution Stating A Preference For Purchasing Goods And Services From Firms Based In Missoula County

**Alternate Bids.** Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

## **CHANGE OR WITHDRAWAL OF BIDS**

**Change or Withdrawal PRIOR to Bid Opening.** Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

**Change AFTER Bid Opening But Prior to Bid Award.** After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations. It must be clear that the mistake is not an error in judgment, and the mistake and the intended correct bid or offer must be clearly evident on the form of the document. (Examples of mistakes may be found in Montana ARM 2.5.505.) The bidder shall submit verification of the correct bid to the County prior to the final award by the County.

## **BID AWARDS**

**Basis for Award.** Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the County in accordance with the specifications set forth in the invitation for bid.

**Rejection of Bids.** While the County has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by Missoula County to award and execute a contract. Upon a determination such actions would be in its best interest, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB;
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid; or
- If awarded, terminate any contract if the County determines adequate County funds are not available.

## **SECTION 2: COMPLETION DATE REQUIREMENTS**

### **COMPLETION DATE REQUIREMENTS**

**Completion Date.** The ANTICIPATED COMPLETION DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of executed contract. Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

**Requested Completion Date.** The Contractor shall deliver all items described in this bid as soon as possible but no later than **May 31<sup>st</sup>, 2026** after receipt of executed contract from Missoula County.

## **SECTION 3: SPECIAL TERMS AND CONDITIONS**

### **ON-SITE REQUIREMENTS/CLEANUP**

Each potential contractor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The Contractor shall be responsible for all damages or injury due to their action or neglect.

The Contractor shall maintain access to all phases of the project pending inspection by the County or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The Contractor shall respond within seven calendar days after notice has been given of observed defects and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the County may have the work corrected at the Contractor's expense.

In terms of cleanup, the Contractor shall:

- (a) Keep the premises free from debris and accumulation of waste;
- (b) Clean up any oil or fuel spills;
- (c) Remove all construction smears and stains from finished surfaces;
- (d) Remove all construction equipment, tools, and excess materials before final payment by the County.

## **MEETINGS**

The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the County in the performance of their respective obligations, at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

## **COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the Missoula County in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption certificate, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the County. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to contract's principal contact for Missoula County.

## **INSURANCE REQUIREMENTS –**

**General Requirements.** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance.** The Contractor's insurance coverage shall be primary insurance with respect to the County, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Specific Requirements for Commercial General Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The County, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's

general supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

**Specific Requirements for Automobile Liability.** The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The County, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

**Specific Requirements for Professional Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of **\$2,000,000.00** per occurrence and **\$4,000,000.00** aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

**Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the County. At the request of the County either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the County department responsible for this procurement. The Contractor must notify the County immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The County reserves the right to require complete copies of insurance policies at all times.

## **INTELLECTUAL PROPERTY**

All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the County for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under the contract.

## **PATENT AND COPYRIGHT PROTECTION**

**Third Party Claim.** In the event of any claim by any third party against the County that the products furnished under this contract infringe upon or violate any patent or copyright, the County shall promptly notify Contractor. Contractor shall defend such claim, in the County's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the County against all costs, damages, and attorney's fees that accrue as a result of such claim. If the County reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the County the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of

the above options can be accomplished, or if the use of such product by the County shall be prevented by injunction, the County will determine if the Contract has been breached.

## **CONTRACTOR PERFORMANCE ASSESSMENTS**

The County may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The County will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

## **CONTRACTOR REGISTRATION (for construction)**

The Contractor will be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, *prior* to contract execution. The County cannot execute a contract for construction to a Contractor who is not registered (39-9-401, MCA).

## **CONTRACTOR WITHHOLDING (for construction)**

Section 15-50-206, MCA, requires the County agency or department for whom a public works construction contract over \$80,000 is being performed, to withhold 1% of all payments and to transmit such monies to the Department of Revenue.

## **MONTANA PREVAILING WAGE REQUIREMENTS**

**Montana Resident Preference.** The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

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

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of

the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA.

Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for the service year 2025(2026 rates are not available yet). **See Section 4 (specifications and pricing schedule) for services desired within this contract.**

## **TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the County, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the County or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The County shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the County terminates a project or this contract for cause, then the County will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the County may have otherwise accrued as a result of said termination.

## **CONTRACT TERMINATION**

**Unilateral Termination.** This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least 30 days prior to the date of the intended termination.

## SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

### EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the County. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

### PRICES

**Taxes, Shipping, and Invoicing.** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their conveyance to the place of delivery to the County unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified County location(s).

**Fixed Price Contract.** All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

### ALL-OR-NONE AWARD

Awards will be made on an **all-or-none** basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

## SPECIFICATIONS AND PRICING SCHEDULE

### **Relate Documents**

- Prevailing wage rates for 2025 (**Exhibit A**)

### **General Requirements**

- Coordination meetings with the Owner as required
- Submission of all Requests for Information (RFI's) and submittals as needed
- Coordination with other subcontractors as needed
- Contractor responsible for Electrical, Plumbing, & Mechanical permit costs
- 2025 building construction prevailing wage to be included as needed
- Provide access to all work, mobilization, and demobilization
- If base bid cost is greater than \$80,000 provide 1% GRT in bid
- Includes all warranties

**Base Bid: Please provide a complete base bid for the project based off of the summary of scopes of work indicated below.**

**Demolition:**

- Remove the existing dish washer and related components in its entirety
  - Includes all electrical & plumbing disconnections
  - Includes all haul off and disposal
- Demolition work is to be scheduled with the Owner in a way that minimizes impact to the kitchen. Demo will not take place until the new dishwasher unit has been procured and is ready for installation

**Installation:**

- Furnish & install a Hobart Conveyor Type dishwasher, model #CL64-BAS+BUILDUP or equivalent product, as approved by the Owner. The dishwasher shall include the following performance requirements:
  - Conveyor dishwasher, two-tank, 342racks/hr, insulated hinged doors, 0.33 gallon/rack, Include Delime w/ Booster Guard, SST enclosure panels, touch screen controls with low temperature & dirty water indicators, and smart connect app, capless arms, NSF Pot & Pan mode, pumped rinse, cULus, NSF.
  - Must include energy star compliance
  - 2ea VNTHD/E-ADJ E-series Vent Hood
  - 1ea CL64EN-BASFETSTD – standard feet
  - 1ea CL64BAS-HGTSTD – standard height
  - 1ea CL64BAS-DIR0RL – Right to Left operation
  - 1ea CL64BAS-ERH24K – 24kW electric booster
  - 1ea CL64BAS-HTE15K – Elec Tanke ht 15kW wash/10kW
  - 1ea CL-BDR0NO Without Blower Dryer
  - 1ea CL64BAS-ELE0CD 480/60/3
  - 1ea TBLLIM-CL Table Limit Switch
- Include Hobart extended warranty agreement, covering parts, labor(8am-5pm) and travel within 100 miles. Also includes 2 proactive maintenance visits with proactive replacement of parts, during the coverage period
- Includes all unloading, transport, and installation
- Includes all plumbing, mechanical & electrical connections
- Includes all equipment startup & training of operation and use

**Exclusions:**

- None

**Pricing Schedule:**

**Base Bid Cost:** \$ \_\_\_\_\_

**Alternate Product Cost:** \$ \_\_\_\_\_

MONTANA  
PREVAILING WAGERATESFOR BUILDINGCONSTRUCTIONSERVICES2025

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](http://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 <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates> or by contacting the department at (406) 444-6543.

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

SARAH SWANSON  
Commissioner  
Department of Labor and Industry  
State of Montana

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**A. Date of Publication January 13, 2025**

**B. Definition of Building Construction**

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

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

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

**C. Definition of Public Works Contract**

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

**D. Prevailing Wage Schedule**

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at <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.*

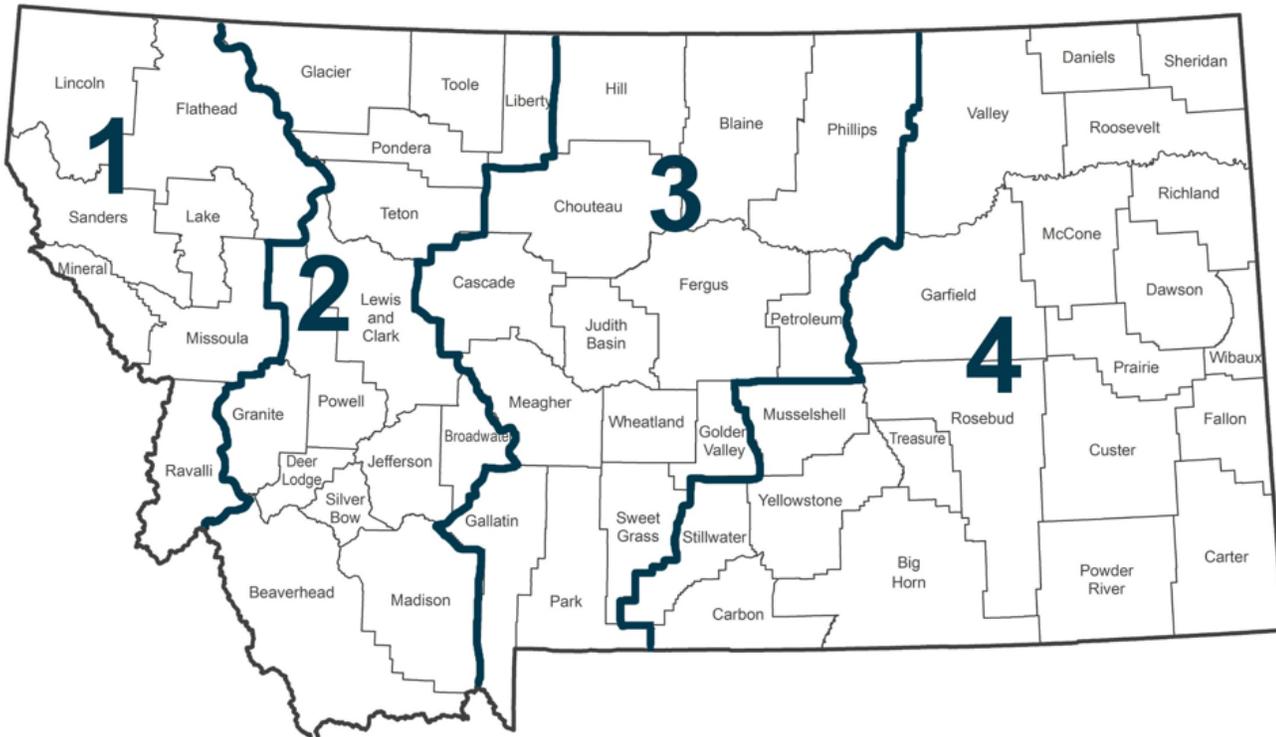
*(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement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

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

**Montana Prevailing Wage Districts**



### **I. Dispatch City**

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

**District 1 – Kalispell and Missoula:** includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;

**District 2 – Butte and Helena:** includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;

**District 3 – Bozeman and Great Falls:** includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;

**District 4 – Billings, Miles City and Sidney:** includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

### **J. Zone Pay**

Zone pay is not travel pay. ARM, 24.17.103(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 I above for a list of dispatch cities.

### **K. 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 I above for a list of dispatch cities.

### **L. Per Diem**

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

### **M. Apprentices**

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

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

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

### **O. Employment Preference**

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

**P. 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”*

**Q. Occupations Definitions**

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

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

**R. Welder Rates**

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

**S. Foreman Rates**

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

## WAGE RATES

### BOILERMAKERS

**No Rate Established**

**Duties Include:**

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

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### BRICK, BLOCK, AND STONE MASONS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.81	\$18.06
District 2	\$33.81	\$18.06
District 3	\$33.81	\$18.06
District 4	\$33.81	\$18.06

**Zone Pay:**  
**All Districts**  
0-70 mi. free zone  
>70-90 mi. \$60.00/day  
>90 mi. \$80.00/day

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### CARPENTERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$30.24	\$14.33
District 2	\$30.24	\$14.33
District 3	\$30.24	\$14.33
District 4	\$30.24	\$14.33

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

**Duties Include:**

Install roll and batt insulation, and hardwood floors.

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### CARPET INSTALLERS

**No Rate Established**

**Duties Include:**

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

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**Exhibit A**

**CEMENT MASONS AND CONCRETE FINISHERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$37.54	\$17.04
District 2	\$37.54	\$17.04
District 3	\$37.54	\$17.04
District 4	\$26.39	\$17.04

**Duties Include:**

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

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**Zone Pay:**

**All Districts**

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

**CONSTRUCTION EQUIPMENT OPERATORS GROUP 1**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$27.20	\$15.20
District 2	\$30.03	\$13.63
District 3	\$32.36	\$13.38
District 4	\$32.36	\$13.15

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

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

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**Travel Pay**

**District 1**

0-45 mi. free zone  
 >45-85 mi. \$60.00/day  
 >85 mi. \$90.00/day

**Zone Pay**

**District 2**

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

**Districts 3 and 4**

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

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	<b>Wage</b>	<b>Benefit</b>
District 1	\$30.82	\$13.55
District 2	\$31.76	\$13.42
District 3	\$31.40	\$14.15
District 4	\$28.60	\$11.70

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

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

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**Travel Pay**

**District 1**  
 0-45 mi. free zone  
 >45-85 mi. \$60.00/day  
 >85 mi. \$90.00/day

**Zone Pay**

**District 2**  
 0-30 mi. free zone  
 >30-60 mi. base pay + \$3.50/hr.  
 >60 mi. base pay + \$5.50/hr.

**Districts 3 and 4**

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

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	<b>Wage</b>	<b>Benefit</b>
District 1	\$33.45	\$12.53
District 2	\$33.40	\$13.65
District 3	\$34.16	\$13.82
District 4	\$31.51	\$13.88

**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.

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**Travel Pay**

**District 1**  
 0-45 mi. free zone  
 >45-85 mi. \$60.00/day  
 >85 mi. \$90.00/day

**Zone Pay**

**Districts 2 - 4**  
 0-30 mi. free zone  
 >30-60 mi. base pay + \$3.50/hr.  
 >60 mi. base pay + \$5.50/hr.

# Exhibit A

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	<b>Wage</b>	<b>Benefit</b>
District 1	\$35.67	\$13.45
District 2	\$35.67	\$13.75
District 3	\$34.23	\$14.31
District 4	\$35.67	\$14.34

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

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

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### Travel Pay

#### District 1

0-45 mi. free zone  
>45-85 mi. \$60.00/day  
>85 mi. \$90.00/day

### Zone Pay

#### Districts 2 - 4

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

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	<b>Wage</b>	<b>Benefit</b>
District 1	\$35.05	\$14.76
District 2	\$36.77	\$14.95
District 3	\$36.77	\$15.02
District 4	\$36.77	\$15.11

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

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

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### Travel Pay

#### District 1

0-45 mi. free zone  
>45-85 mi. \$60.00/day  
>85 mi. \$90.00/day

### Zone Pay

#### Districts 2 - 4

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

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	<b>Wage</b>	<b>Benefit</b>
District 1	\$37.86	\$16.50
District 2	\$37.86	\$16.50
District 3	\$37.86	\$16.50
District 4	\$37.20	\$16.55

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

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

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### Zone Pay:

#### All Districts

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

**CONSTRUCTION EQUIPMENT OPERATORS GROUP 7**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$38.96	\$16.35
District 2	\$38.96	\$16.31
District 3	\$38.96	\$16.50
District 4	\$38.96	\$16.31

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

**This group includes but is not limited to:**  
 Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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

	<b>Wage</b>	<b>Benefit</b>
District 1	\$24.55	\$12.00
District 2	\$24.55	\$12.00
District 3	\$24.55	\$12.00
District 4	\$24.55	\$12.00

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

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**CONSTRUCTION LABORERS GROUP 2**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$22.44	\$7.71
District 2	\$24.72	\$11.38
District 3	\$28.46	\$12.00
District 4	\$24.43	\$9.44

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

**This group includes but is not limited to:**  
 General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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**Exhibit A**

**CONSTRUCTION LABORERS GROUP 3**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$25.55	\$12.00
District 2	\$25.55	\$12.00
District 3	\$25.55	\$12.00
District 4	\$25.55	\$12.00

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

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

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**Zone Pay:**

**All Districts**

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

**CONSTRUCTION LABORERS GROUP 4**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$26.48	\$11.57
District 2	\$25.60	\$12.00
District 3	\$25.60	\$12.00
District 4	\$25.60	\$12.00

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

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

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**Zone Pay:**

**All Districts**

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

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

**DRYWALL APPLICATORS**

No Rate Established

**Duties Include:**

Drywall and ceiling tile installation.

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No Zone Pay Established

**ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$36.88	\$15.78
District 2	\$36.00	\$15.87
District 3	\$36.50	\$16.76
District 4	\$40.00	\$16.95

**Duties Include:**

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

**Travel:**

**District 1**

No mileage due when traveling in employer’s vehicle.

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

- 0-15 mi. free zone
- >15-45 mi. \$0.585/mi. in excess of the free zone.
- >45 mi. \$75.00/day

**Districts 2 & 3**

No mileage due when traveling in employer’s vehicle.

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

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

**District 4**

No mileage due when traveling in employer’s vehicle.

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

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

**Per Diem**

**District 4**

>60 mi. \$80.00/day  
Per Diem in Big Sky and West Yellowstone \$125/day.

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**ELEVATOR CONSTRUCTORS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$64.87	\$46.38
District 2	\$64.87	\$46.38
District 3	\$64.87	\$46.38
District 4	\$64.87	\$46.38

**Travel:**

**All Districts**

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

**Special Provision:**

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

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**FLOOR LAYERS**

**No Rate Established**

Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors.

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**GLAZIERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$24.13	\$3.66
District 2	\$24.13	\$3.66
District 3	\$24.13	\$3.66
District 4	\$23.73	\$4.02

**Travel and Per Diem:**

**All Districts**

No travel or per diem established.

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**HEATING AND AIR CONDITIONING**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$32.95	\$14.16
District 2	\$33.15	\$15.35
District 3	\$34.69	\$16.88
District 4	\$35.76	\$18.44

**All Districts**

0-45 mi. free zone

>45 mi.

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

**Duties Include:**

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

**Per Diem:**

**All Districts**

\$85/day

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**INSULATION WORKERS - MECHANICAL (HEAT AND FROST)**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$43.81	\$21.99
District 2	\$43.81	\$21.99
District 3	\$43.81	\$21.99
District 4	\$43.81	\$21.99

**Travel:**

0-30 mi. free zone

>30-40 mi. \$25.00/day

>40-50 mi. \$35.00/day

>50-60 mi. \$45.00/day

>60 mi. \$130.00/day plus

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

**Duties Include:**

Insulate pipes, ductwork or other mechanical systems.

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## Exhibit A

### IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$36.83	\$26.92
District 2	\$34.83	\$24.68
District 3	\$34.83	\$25.37
District 4	\$34.16	\$25.83

**Travel:**  
**All Districts**  
0-45 mi. free zone  
>45-85 mi. \$100.00/day  
>85 mi. \$150.00/day

**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.

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### IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$34.94	\$26.37
District 2	\$34.83	\$25.37
District 3	\$34.83	\$25.37
District 4	\$34.83	\$25.37

**Travel:**  
**All Districts**  
0-45 mi. free zone  
>45-85 mi. \$100.00/day  
>85 mi. \$150.00/day

**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.

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### MILLWRIGHTS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$40.45	\$21.25
District 2	\$40.45	\$21.25
District 3	\$40.45	\$21.25
District 4	\$40.45	\$21.25

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

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### PAINTERS: INCLUDING PAPERHANGERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$29.40	\$21.48
District 2	\$20.30	\$21.48
District 3	\$29.40	\$21.48
District 4	\$26.64	\$21.48

**Travel and Per Diem:**  
**All Districts**  
No travel or per diem established.

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## Exhibit A

### PILE BUCKS

**No Rate Established**

**Duties Include:**

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

**Zone Pay:**

**All Districts**

0-30 mi. free zone

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

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

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### PILOT CAR DRIVERS

**No Rate Established**

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### PLASTERERS

**No Rate Established**

**Duties Include:**

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

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**PLUMBERS, PIPEFITTERS, AND STEAMFITTERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$40.90	\$17.47
District 2	\$44.90	\$17.47
District 3	\$44.90	\$17.47
District 4	\$40.90	\$20.86

**Duties Include:**

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

**Travel:**

**District 1**

0-30 mi. free zone  
 >30-50 mi. \$35.00/day  
 >50-75 mi. \$45.00/day  
 >75 mi. \$100.00/day

**Special Provision**

If transportation is not provided, mileage at \$0.35/mi. for one trip out and one trip back is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence at the rate of \$85.00/day is required.

**Districts 2 & 3**

0-45 mi. free zone  
 >45 mi.

- \$0.00/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

**Special Provision:**

At the contractors' option, mileage for one trip out and one trip back per week may be paid plus subsistence at the rate of \$135.00/day.

**District 4**

0-70 free zone  
 >70 mi.

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

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## ROOFERS

	Wage	Benefit
District 1	\$32.97	\$9.40
District 2	\$32.97	\$9.40
District 3	\$32.97	\$9.40
District 4	\$25.08	\$5.19

### Duties Include:

Metal roofing, covers roofs, walls and foundations with water proofing, insulation and vapor barriers in addition to metal flashings. Roofing includes shingles, low slope membranes, metal roofs, insulation, spray foam, coatings and vapor barriers. Wall coverings include metal panels, insulated metal panels and other waterproofing or rain screen systems. Foundation systems include waterproofing and insulation. Excludes prefabricated metal buildings.

### Travel:

#### District 1

0-50 mi. free zone

>50 mi.

- \$0.00/mi. in employer vehicle.
- \$0.35/mi. in employee vehicle.

#### District 2 and 3

0-35 mi. free zone

>35 mi.

- \$0.00/mi. in employer vehicle.
- \$0.40/mi. in employee vehicle.

#### District 4

0-50 mi. free zone

>50 mi.

- \$0.00/mi. in employer vehicle.
- \$0.35/mi. in employee vehicle.

### Per Diem:

#### District 1

\$84.00/day

#### District 2 and 3

Employer pays for room + \$30.00/day.

#### District 4

Employer pays for room + \$25.00/day.

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## SHEET METAL WORKERS

	Wage	Benefit
District 1	\$38.14	\$21.61
District 2	\$38.14	\$21.61
District 3	\$38.14	\$21.61
District 4	\$38.14	\$21.61

### Duties Include:

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

### All Districts

0-45 mi. free zone

46-65 mi. \$35/day

>65 mi. \$155/day for overnight stay

>65 mi. if employee is driving/riding in a company vehicle and returns home the same day, drive time shall be paid both ways, and no subsistence paid.

Drive time will be at straight time and there shall be no benefits paid for drive time. Drive time will be outside the regular shift.

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**SOLAR PHOTOVOLTAIC INSTALLERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$36.50	\$16.76
District 2	\$36.50	\$16.76
District 3	\$36.50	\$16.76
District 4	\$36.50	\$16.76

**Travel:**

**Districts 1, 2 and 3**

No mileage due when traveling in employer’s vehicle.

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

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$60.57/day

**District 4**

No mileage due when traveling in employer’s vehicle.

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

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

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**SPRINKLER FITTERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$44.11	\$32.36
District 2	\$44.11	\$23.55
District 3	\$38.70	\$20.37
District 4	\$44.11	\$21.97

**Duties Include:**

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

**Travel**

**All Districts**

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

- 0-60 mi. free zone
- >60-80 mi. \$19.00/day
- >80-100 mi. \$29.00/day
- >100 mi. \$105.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer’s vehicle except when staying the night.

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**TAPERS**

No Rate Established

**Travel and Per Diem:**  
**All Districts**  
No travel or per diem established.

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**TELECOMMUNICATIONS EQUIPMENT INSTALLERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$39.66	\$14.43
District 2	\$22.00	\$11.06
District 3	\$22.00	\$11.27
District 4	\$22.00	\$11.27

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

**Per Diem:**  
**All Districts**  
Employer pays for meals and lodging up to \$75.00/day. When jobsite is located in Big Sky, West Yellowstone, and Gardiner, lodging and meals will be provided by the employer for all actual and reasonable expenses incurred.

**Duties Include:**

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

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**TERRAZZO WORKERS AND FINISHERS**

No Rate Established

**Duties Include:**

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

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**Travel and Per Diem**  
No travel or per diem established.

**TILE AND STONE SETTERS**

No Rate Established

**Duties Include:**

Apply hard tile, stone, and comparable materials to walls, floors, ceilings, countertops, and roof decks.

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**Exhibit A**

**TRUCK DRIVERS**

Pilot Car Driver **No Rate Established**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$23.68	\$ 7.67
District 2	\$23.80	\$ 6.13
District 3	\$23.80	\$ 6.13
District 4	\$23.68	\$ 7.67

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

**Truck drivers include but are not limited to:**  
Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; Dump Trucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

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