

**INVITATION**

**TO**

---

**BID**

## Invitation to Bid

Separate Sealed Bids for solid waste collection, transportation and disposal for the City of Columbus commencing on July 1, 2024 through June 30, 2029 will be received by the City of Columbus, Montana at the office of the City Clerk, 408 East 1<sup>st</sup> Avenue North, P.O. Box 549, Columbus, Montana 59019 until 2:00 PM on Tuesday, April 30, 2024. Then publicly opened and read aloud.

The solid waste collection and disposal generally consists of the following:

The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide solid waste collection, transportation, removal, and disposal of all commercial, public, and residential solid waste. Such collections shall be taken from every commercial account and all City-owned property as necessary, not less than one (1) nor more than three (3) times per week, and from each residence not less than one (1) time per week. Collection days shall normally be Monday, Wednesday, and Friday. Other days may be needed to provide the required collection service. If other days are scheduled, notification shall be provided as stated in the contract documents.

The contractor shall provide collection, transportation, removal, and disposal of all commercial, public, and residential solid waste for (2) semi-annual City clean-ups each year.

The contractor shall provide containers as are needed to ensure that commercial customers have adequate solid waste disposal space between collection days.

The contractor shall provide (2) 40-yard containers, (1) 40-yard container for white goods and metal recycling and (1) 30-yard container for newspaper and aluminum can recycling at the City owned container site or another site as designated by the City.

Each bid shall include the Bidder's P.S.C. Certificate of Authority number and must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Columbus, Montana, in an amount not less than 10% of the total amount of the bid. The Contractor shall be required to provide workmen's compensation insurance and general comprehensive liability and property damage insurance, including vehicle coverage in the amount stated in the Contract Documents. The contractor shall also be required to furnish a performance bond as specified in the Contract Documents.

All workers performing work under the Contract Documents shall be paid standard prevailing wages at rates in accordance with Montana law. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The Contract Documents may be examined or obtained at City Hall, 408 East 1<sup>st</sup> Avenue North, Columbus, MT. All inquiries regarding this bid shall be directed to Scott Caton, Director of Public Works, at 322-4424.

There will be a mandatory pre-bid meeting at 2:00 PM, Monday April 22, 2024, at City Hall, 408 East 1<sup>st</sup> Avenue North. Attendance at this meeting is mandatory for any Contractor to submit a bid. In the event a bidder tenders a bid but did not attend the pre-bid meeting, the bid will be returned unopened. Oral statements may not be relied upon and will not be binding or legally effective.

The right is reserved to reject any or all proposals received, to waive informalities and to postpone the award of the contract for a period of not to exceed sixty (60) days.

Dated: April 5, 2024

Cherrie McAlexander City Clerk

Publication Dates:

Stillwater News - April 11, 2024 and April 18, 2024.

**INSTRUCTIONS TO BIDDERS**

**AND**

**BID SPECIFICATIONS**

# **Instructions to Bidders and Bid Specifications.**

## **Article 1 – Copies of Contract Documents**

- 1.01 Complete sets of the Contract Documents as stated in the Invitation to Bid may be obtained from the City of Columbus.
- 1.02 Complete sets of the Contract Documents must be used in preparing Bids; the City of Columbus does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- 1.03 The City of Columbus in making copies of the Contract Documents available on the above terms, do so only for the purpose of obtaining Bids for the work and do not confer a license or grant for any other use.

## **Article 2 – Qualifications of Bidders**

- 2.01 To demonstrate Bidders qualifications to perform the work, within (5) days of the City's request, Bidder shall submit written evidence such as financial data, previous experience in performing comparable work, business and technical organization, present commitments, and such other data as may be called for.
- 2.02 Each Bid must contain evidence of the Bidder's qualification to do business in the State of Montana.

## **Article 3 – Pre-Bid Conference**

- 3.01 A MANDATORY pre-bid will be held at the time, date, and place specified in the Invitation to Bid. A representative(s) of the CITY will be present to discuss the Work. Bidders are required to attend and participate in the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## **Article 4 – Bid Security**

- 4.01 A Bid must be accompanied by Bid Security made payable to the CITY in an amount equal to ten percent (10%) of the Bidder's Bid price and in the form of a cashier's check, certified check, bank money order, or bank draft, in any case drawn and issued by a federally-chartered or state-chartered bank insured by the federal deposit insurance corporation; or a bid bond, guaranty bond, or surety bond executed by a surety corporation authorized to do business in the state of Montana.
- 4.02 The Bid Security of the successful Bidder will be retained until such Bidder has executed the Contract Documents and furnished the required Performance Bond. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required Performance Bond, the Bid security of that Bidder will be forfeited.
- 4.03 Bid Security of other Bidders whom the CITY believes to have a reasonable chance of receiving the award may be retained by the CITY until the earlier of seven (7) days after the effective date of the Contract or sixty-one (61) days after the Bid opening, whereupon Bid

Security furnished by such Bidders will be returned.

- 4.04 Bid Security of other Bidders whom the CITY believes do not have a reasonable chance of receiving the award will be returned within seven (7) working days after the Bid opening.

#### **Article 5 - Preparation of Bid**

- 5.01 All blanks on the Bid Sheet shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Sheet.
- 5.02 All signatures are to be in ink and names must be typed or printed in ink. The title of the person executing the Bid shall be clearly indicated beneath the signature.
- 5.03 The Bid will not be considered unless accompanied by proper Bid Security in accordance with Article 4 of these Instructions to Bidders.

#### **Article 6 - Submittal of Bid**

- 6.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked "Solid Waste Collection and Disposal" and with the name and address of the Bidder and shall be accompanied by the Bid Security and other required documents. If the Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to: City of Columbus, P.O. Box 549, 408 East 1st Ave. N., Columbus, MT 59019.

#### **Article 7 - Opening of Bids**

- 7.01 Bids will be opened at the time, date and place set for the opening as indicated in the Invitation to Bid and, unless obviously non-responsive, will be read aloud publicly.

#### **Article 8 - Bids to Remain Subject to Acceptance**

- 8.01 All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the CITY may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

#### **Article 9 - Evaluation of Bids and Award of Contract**

- 9.01 Bidders shall submit a Bid on a unit price basis for each item listed in the Bid Sheet.
- 9.02 The CITY reserves the right to reject any and/or all Bids, including without limitation nonconforming, nonresponsive, unbalanced, or conditional Bids. The CITY further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and

evaluation to be non-responsible. The CITY also reserves the right to waive all informalities and to negotiate contract terms with the Successful Bidder. The CITY also reserves the right to reject the Bid of any Bidder if the CITY believes it would not be in the best interest to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CITY.

- 9.03 The CITY may conduct such investigations necessary to establish the responsibility, qualifications and financial ability of Bidders.
- 9.04 In evaluating the Bids, the CITY will consider whether the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in the Bid Sheet.
- 9.05 If, at the time this Contract is to be awarded, the total of the lowest acceptable Bid Proposal exceeds the funds then estimated by the CITY as available, the CITY may reject all Bid Proposals or take such action as best serves the CITY's interests.

#### **Article 10 - Standard Prevailing Wage**

- 10.01 The Successful Bidder shall pay the prevailing wage rate, including fringe benefits, for District 8 for each job classification in accordance with the Montana Prevailing Wage Rate for Non-construction Services Occupations effective January 14, 2023, a copy of which is attached hereto as Attachment "C", subject to wage rate adjustments as required under Section 18-2-415, Montana Code Annotated (2023), and any adjustments which become applicable due to changes in Montana law.
- 10.02 The Successful Bidder shall maintain payroll records in a manner readily capable of being certified for submission under Section's 18-2-422 and 18-2-423, Montana Code Annotated (2023), for not less than three (3) years after the Successful Bidder's completion of the work required under the Contract.
- 10.03 The Successful Bidder shall post a statement of all wages and fringe benefits in compliance with Section 18-2-423, Montana Code Annotated (2023).

#### **Article 11 - Montana Labor Preference**

- 11.01 The Successful Bidder shall give preference to the employment of bona fide residents of Montana in the performance of the work required under the Contract Documents.

#### **Article 12 - Non-Discrimination**

- 12.01 The Successful Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

**GENERAL**

**CONDITIONS**

# **GENERAL CONDITIONS**

## **Article 1 General Description of Work**

The Contractor shall furnish all personnel, labor, equipment, trucks, and other items necessary to provide solid waste collection, transportation, removal, and disposal services, without limitation, transfer of recyclable material (s) from a container site as specified, and to perform all of the work called for and described in the Contract Documents.

The disposal site shall be the City of Billings landfill unless it shall become unavailable. The City of Columbus must approve in writing any other site used by the Contractor.

The City of Columbus reserves the right to collect and dispose of solid waste for recycling purposes and for occasional exceptions.

## **Article 2 Performance Bond**

A Corporate Surety Bond shall be furnished as security for performance of the Contract. The Performance Bond shall be provided in accordance with the provisions of paragraph 11 of the Contract. It should be valid under Montana law and is intended to cover the faithful performance of the Contract.

## **Article 3 Permits, Licenses and Taxes**

The Contractor shall obtain and assume the costs of all Federal, State and Local permits, licenses and taxes required for the performance of the Contract.

## **Article 4 Amendment to the Contract**

No modification or amendment of the terms of the Contract shall be effective unless written and signed by both parties.

## **Article 5 Work Safety**

The Contractor is solely responsible for work safety and adherence to O.S.H.A. and all other applicable safety standards.

## **Article 6 Protection and Maintenance of Public and Private Property**

The Contractor is responsible for any damage done to public or private property during the Contract.

## **Article 7 Basis of Award**

Bidders shall submit on a unit price basis for each item listed in the Bid Form. The City of



Columbus will accept the Bid they determine to be the lowest responsible bid, including the evaluation of the following factors;

1. Adequate personnel and equipment to do the work properly and efficiently.
2. Has suitable financial status to meet the obligations of the work.
3. Has appropriate experience with similar work.
4. Reputable firm.
5. Responsive service.
6. Quality of references.

Bidders must be able to describe the features of their level of service. The City of Columbus must be offered a comprehensive Contract that ensures that the City will receive high quality service for the length of the Contract.

### **Article 8 Bid Sheet Items**

#### **Bid Item #101 - Contractor to Provide 96-gallon carts.**

This bid item includes all labor, personnel, equipment, trucks, 96-gallon carts and other items necessary to provide for the collection of all residential and commercial customers utilizing 96-gallon carts for garbage collection. Also, the collection of City Parks and other City owned property utilizing the 96-gallon carts for garbage collection service. Collection of the 96-gallon carts will be a minimum of 1 time per week and may be a maximum of 3 times per week. To arrive at an annual rate for this bid item the following formula should be used: **monthly rate x 12 months x the estimated quantity as shown on the bid sheet.**

#### **Bid Item #102**

This bid item includes all labor, personnel, equipment, trucks, 2-yard containers and other items necessary to provide for the collection of garbage from those customers utilizing 2-yard containers for collection service. The collection of the 2-yard containers would range from a minimum of 1 time per week to a maximum of 3 times per week. To arrive at an annual rate for this bid item the following formula should be used: **monthly rate x 12 months x the estimated quantity as shown on the bid sheet.**

#### **Bid Item #103**

This bid item includes all labor, personnel, equipment, trucks, 3-yard containers and other items necessary to provide for the collection of garbage from those customers utilizing 3-yard containers for garbage collection service. The collection of the 3-yard containers would range from a minimum of 1 time per week to a maximum of 3 times per week. To arrive at an annual rate for this bid item the following formula should be used: **monthly rate x 12 months x the estimated quantity as shown on the bid sheet.**

**Bid Item #104**

This bid item includes all labor, personnel, equipment, trucks, 4-yard containers and other items necessary to provide for the collection of garbage from those customers utilizing 3-yard containers for garbage collection service. The collection of the 4-yard containers would range from a minimum of 1 time per week to a maximum of 3 times per week. To arrive at an annual rate for this bid item the following formula should be used: **monthly rate x 12 months x the estimated quantity as shown on the bid sheet.**

**Bid Item #105**

This bid item includes all labor, personnel, equipment, trucks, 6-yard containers and other items necessary to provide for the collection of garbage from those customers utilizing 6-yard containers for garbage collection service. The collection of the 6-yard containers would range from a minimum of 1 time per week to a maximum of 3 times per week. To arrive at an annual rate for this bid item the following formula should be used: **monthly rate x 12 months x the estimated quantity as shown on the bid sheet.**

**Bid Item #106**

This bid item includes all labor, personnel, equipment, trucks, 8-yard containers and other items necessary to provide for the collection of garbage from those customers utilizing 8-yard containers for garbage collection service. The collection of the 8-yard containers would range from a minimum of 1 time per week to a maximum of 3 times per week. To arrive at an annual rate for this bid item the following formula should be used: **monthly rate x 12 months x the estimated quantity as shown on the bid sheet.**

**Bid Item #107**

This bid item includes all labor, personnel, equipment, trucks, 40-yard containers and other items necessary to provide 40-yard containers at the City of Columbus owned and operated container site. 2 – 40-yard containers are usually on-site for the collection of non household garbage from City residents. The bid item would include providing the containers and transportation to Billings Landfill on an as-needed basis. To arrive at the annual rate for this bid item the following formula should be used: **cost per load to Billings Landfill x estimated quantity as shown on the bid sheet.**

**Bid Item #108**

This bid item includes all labor, personnel, equipment, trucks, 40-yard container and other items necessary to provide a 40-yard container for metal and white goods recycling at the City of Columbus owned and operated container site. The bid item would include providing the 40-yard container and transportation to an agreed upon recycling center in Billings on an as-needed basis. To arrive at an annual rate for this bid item the following formula should be used: **Cost per load to recycling center x estimated quantity as shown on the bid sheet.**

**Bid Item #109**

This bid item includes all labor, personnel, equipment, trucks, 30-yard recycling container and other items necessary to provide a 30-yard compartmentalized container for the recycling of aluminum cans and newspaper. The 30-yard recycling container is presently located at Granite Peak Park but may have different locations. This bid item would include providing the 30-yard recycling container and transportation to an agreed upon recycling center in Billings on an as-needed basis. To arrive at an annual rate for this bid item the following formula should be used: **Cost per load to recycling center x estimated quantity as shown on the bid sheet.**

**BID**

**SHEET**

**Bid Sheet CONTRACTOR TO PROVIDE ALL CONTAINERS  
City of Columbus Solid Waste Collection and Disposal**

**Residential and Commercial Collection**

Bid Item #	Description	collection frequency	Est. Qty.	Total 2024-25	Total 2025-26	Total 2026-27	Total 2027-28	Total 2028-29	5 YEAR TOTAL
101	Collection of 96 gallon carts	1 / week	864						\$0.00
		2 / week	12						\$0.00
		3 / week	7						\$0.00
102	2 yard collection	1 / week	18						\$0.00
		2 / week	4						\$0.00
		3 / week	2						\$0.00
103	3 yard collection	1 / week	13						\$0.00
		2 / week	1						\$0.00
		3 / week	4						\$0.00
104	4 yard collection	1 / week	7						\$0.00
		2 / week	1						\$0.00
		3 / week	0						\$0.00
105	6 yard collection	1 / week	4						\$0.00
		2 / week	3						\$0.00
		3 / week	4						\$0.00
106	8 yard collection	1 / week	2						\$0.00
		2 / week	0						\$0.00
		3 / week	9						\$0.00

Total Residential and Commercial Collection \$0.00

**Container Site**

Bid Item #	Description	Est. Qty.	Total 2024-25	Total 2025-26	Total 2026-27	Total 2027-28	Total 2028-29	5 YEAR TOTAL
107	40 Yard Container(s) at Container Site Providing container and Transport to Billings Landfill	34/year						
108	40 Yard Metal recycling Container Providing Container and Transport to Recycling Center	7/year						
109	30 Yard Recycling Container Providing Container for Aluminum and Newspaper Recycling and Transport to Recycling Center	3/year						

**TOTAL BID PRICE:** \_\_\_\_\_

**SIGNATURE OF BIDDER**

**Date:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**P.S.C. Certificate of Authority Number:** \_\_\_\_\_

**SOILD WASTE COLLECTION**

**AND**

**DISPOSAL CONTRACT**

## SOLID WASTE COLLECTION AND DISPOSAL CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF COLUMBUS, MONTANA, P. O. Box 549, Columbus, MT 59019 (hereinafter called the "CITY"); and \_\_\_\_\_ (hereinafter called the "CONTRACTOR").

WITNESSETH, that the CITY and the CONTRACTOR for the consideration stated herein agree as follows:

1. **TERM:** Unless otherwise terminated as provided herein, this Contract shall take effect on July 1, 2024, and remain in full force and effect until June 30, 2029.

2. **SCOPE OF WORK:** The CONTRACTOR shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide solid waste collection, transportation, removal and disposal services to include, without limitation, transfer of recyclable material from a container site as specified, and to perform all of the work called for and described in the Contract.

The CITY reserves the right to collect and dispose of solid waste for recycling purposes and for occasional special exceptions.

3. **DEFINITIONS:**

A. **Solid Waste.** Commercial and residential Class II and III solid waste as defined in the Montana Solid Waste Management Act and Administrative Rules of Montana, with the following exceptions;

B. **Recyclables.** Container site recycling (newspaper, aluminum, metal and appliances), and any other material mutually agreed upon by the CONTRACTOR and the CITY; materials unacceptable to any recycling center in the Billings area or for which there is a recycling charge assessed by the recycling center shall not be included.

C. **City.** Refers to the City of Columbus, Montana, its governing body, and to the appropriate employee or office of the City of Columbus, Montana, authorized to act as its agent in handling the pertinent matters of the Contract.



D. Contractor. The individual, firm, partnership, joint venture, corporation, or association performing solid waste collection, transportation, removal and disposal and collection, transportation, removal, and disposal of container site recyclables under this Contract with the CITY.

E. Contract Documents. The Invitation to Bid. Instructions to Bidders and Bid Specifications. General Conditions. Bid Sheet, Solid Waste Collection and Disposal Contract. Attachment "A" Insurance Requirements, Attachment "B" City of Columbus Map Showing the Residential Collection Schedule. Attachment "C" Montana Prevailing Wage Rate for Non-construction Services Occupations. Exhibit "A" Residential and Commercial Collection Compensation, Container Site Recyclables Cost Per Load, Estimated Total Annual Compensation. Bid Bond. Performance Bond. Contractor's Proof of Insurance, Contractor's proof of all required permits, licenses and taxes and any addenda or changes to the foregoing documents agreed to by the CITY and the CONTRACTOR.

F. Disposal Site. Shall be the Billings Landfill unless it shall become unavailable at which time the City of Columbus must approve any other site used by the CONTRACTOR in writing before its use. It being understood that any such site approved shall be properly licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

G. Performance Bond. A good and sufficient bond with a surety company, licensed in the State of Montana, as surety, conditioned that the CONTRACTOR shall faithfully perform all the provisions of the Contract and pay all laborers, mechanics, subcontractors, and material suppliers.

4. COMPLIANCE WITH APPLICABLE LAWS: The parties to this Contract agree that the laws of the State of Montana shall govern the validity, construction, integration, and effect of the Contract. The CONTRACTOR shall conduct the service of commercial and residential solid waste collection, container site recycling, transportation, removal, and disposal as provided for in the Contract in compliance with all applicable federal and state regulations and laws. This Contract and the work to be done as described herein is also subject to the provisions of all

pertinent present and future CITY resolutions or ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

5. SERVICES, OPERATIONS AND PERFORMANCE:

A. Services Provided.

(i) The CONTRACTOR shall provide collection, transportation, removal, and disposal of all commercial and residential solid waste. Such collections shall be taken from every commercial account and every CITY park not less than one (1) nor more than three (3) times each week, and from each\_ residence not less than one (1) time each week. Collection days shall normally be Monday, Wednesday, and Friday. Other days may be needed to provide the required collection service. If other days are scheduled, notification of that schedule shall be provided to the City as stated in the contract documents.

(ii) CONTRACTOR shall provide collection, transportation, removal, and disposal of container site recyclable materials, and said recyclables shall be transported to a recycling center acceptable to the CITY and sold at such center. The proceeds from the sale of said recyclables shall be paid directly to the CITY by the recycling center. CONTRACTOR shall provide CITY with copies of all receipts and other documents related to the delivery and sale of recyclables with the monthly billing called for under Section 6C of this Contract.

(iii) CONTRACTOR shall provide collection, transportation, removal and disposal of all commercial and residential solid waste for two (2) semi-annual CITY-wide clean-ups each year.

(iv) CONTRACTOR shall provide such additional containers as are needed to ensure that commercial customers have adequate solid waste disposal space between collection days.

(v) CONTRACTOR shall provide two (2) 40-yard containers for trash, one (1) 40-yard container for white goods and metal recycling, and one (1) 30-

yard container for newspaper and aluminum can recycling at the CITY's container site or other site as designated by the CITY. CONTRACTOR shall haul 30 and 40-yard container loads from Columbus to a Disposal Site or recycling center as needed each year for the compensation stated under Section 6B of this Contract.

(vi) CONTRACTOR shall weigh each truck which hauls residential and commercial solid waste on each collection day of the first full week of July, October, January, and April annually throughout the length of the Contract. The weighing will be conducted on a certified scale, once before beginning solid waste collection within the CITY and once after completing solid waste collection within the CITY, provided however, that if the truck is completely empty when collection within the CITY begins, a weigh ticket showing the tare weight of the vehicle will be sufficient. CONTRACTOR shall bear the cost of weighing CONTRACTOR's trucks and shall provide the CITY with copies of all weigh tickets.

B. **Preparation of Solid Waste.** Residential and Commercial waste to be collected by CONTRACTOR must be placed in containers supplied by the CONTRACTOR. 96-gallon carts supplied by the CONTRACTOR shall not exceed 150 pounds in weight.

If a customer has solid waste not placed in the container provided which needs to be collected, the customer shall make special arrangements with the CITY OF COLUMBUS before the scheduled collection day. The CITY OF COLUMBUS and CONTRACTOR may charge the customer a reasonable fee for this additional service to cover collection and disposal costs. At any time CONTRACTOR leaves solid waste uncollected by reason of the account's act or omission, the CONTRACTOR shall notify the CITY OF COLUMBUS as to why said solid waste was not collected.

C. **Areas to Be Served.** The area to receive the service of recycling and of commercial and residential solid waste collection, transportation, removal, and disposal, is the entire area within the municipal limits of the City of Columbus, any property annexed into the City limits during this contract period and property owned and leased by the CITY not within the CITY limits and the container site for solid waste and recyclables.

D. Hours of Collection. Normal hours of collection are to be from 7:00 a.m. to 6:00 p.m. in residential areas. Exceptions may be made only when the CONTRACTOR has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the CITY and the CONTRACTOR. Collection hours for commercial accounts shall be no earlier than 5:00 a.m.

E. Routes and Schedule of Collections. Routes and Schedule of collections are presently established. Any changes in routes or schedules will be subject to the CITY's approval, which shall not be unreasonably withheld. CONTRACTOR will publish its change in schedule in a reasonable manner for the convenience of its accounts.

F. Missed Collections. In the event that a regularly scheduled collection is missed and a complaint received by either the CITY or the CONTRACTOR, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the CONTRACTOR within forty-eight (48) hours, except that seventy-two (72) hours will be allowed if a holiday falls within said 48 hour period.

G. Holidays. Garbage service will be delayed one day when a holiday falls during the week. For purposes of this Contract, the following are holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

H. Complaints. The CONTRACTOR shall receive and respond to all complaints regarding services provided under the Contract. Any complaints received by the CITY will be directed to the CONTRACTOR's office. Should a complaint go unresolved for longer than three (3) days, the CITY will have the right to demand an explanation or resolution to its satisfaction. The CONTRACTOR shall promptly advise the CITY at the CITY offices of the resolution of all complaints.

I. Collection Equipment. An adequate number of vehicles shall be provided by the CONTRACTOR to collect solid waste in accordance with the terms of the Contract. The vehicles shall be licensed in the State of Montana and shall operate in compliance with all applicable state, federal and municipal regulations.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each truck shall bear, as a minimum, the name and phone number of the CONTRACTOR in a plainly visible fashion. Each truck shall have at least one shovel to clean solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure to prevent any littering of solid waste and/or leakage of fluid.

J. Personnel. The CONTRACTOR shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. CONTRACTOR's employees will wear uniforms with CONTRACTOR's logo affixed thereto. Clothing will be as neat and clean as circumstances permit. Shirts will be required at all times.

The CONTRACTOR's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them.

K. Disposal Fees. CITY shall pay Disposal Site fees for disposal of solid waste collected at the Columbus container site and for disposal of solid waste collected by CONTRACTOR in CONTRACTOR's compactor trucks during the regularly scheduled collections. All other Disposal Site fees shall be paid by CONTRACTOR.

L. Notification of Accounts. CONTRACTOR shall notify the CITY as to complaint procedures and days for scheduled solid waste collection. The notification should be made at a reasonable time, as agreed by the parties, before service begins.

M. Office. The CONTRACTOR shall establish and maintain an office or other facility, not necessarily within the CITY limits, through which the CONTRACTOR can be contacted, where service may be applied for, and complaints can be made. Such office or facility shall be equipped with adequate telephone communications, with a Columbus exchange or 800 number, shall have at least one responsible person in charge and present during collection hours, and shall be open during collection hours.

N. Notice. A letter properly addressed and sent by certified mail or registered mail to any party shall constitute sufficient notice whenever written notice is required for

any purpose of this agreement. Notice will be considered sent when deposited in the United States Mail to:

CITY: CITY OF COLUMBUS  
P. O. Box 549, Columbus, MT 59019

CONTRACTOR:

6. COMPENSATION:

A. Residential and Commercial Collection.

As consideration for providing all labor, personnel, equipment, trucks, and other items necessary to provide for the collection of residential and commercial accounts, the CITY shall pay the CONTRACTOR monthly compensation per collection at the rate shown on the attached "Exhibit A".

Increases or decreases in the number of collections as determined by the CITY and reflected in the CITY's records shall be adjusted monthly.

B. Container Site and Recyclables.

As consideration for providing all labor, personnel, equipment, trucks and other items necessary to provide 30 and 40 yard containers and transportation to the Billings Landfill or Recycling Center, the CITY shall pay the Contractor the cost per load at the rate shown on the attached "Exhibit A".

C. Billing.

CONTRACTOR shall bill the CITY within five (5) days of the end of each calendar month. Each bill shall include the documentation required under paragraphs 5A (ii) and (vi) of this Contract. Payment of each timely and properly documented bill for; residential and commercial collection, container site transportation, recycle container transportation and landfill disposal fees, shall be made following the approval of CITY claims therefore at a regular meeting of the City Council.

7. **NONDISCRIMINATION:** Neither the CONTRACTOR nor any sub-contractor nor any person(s) acting on its behalf shall discriminate against any account because of race, sex, age, creed, color, religion, or national origin.

8. **INDEMNITY:** The CONTRACTOR shall indemnify and save harmless the CITY, its officers, agents, servants, and employees from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willful or negligent act or omission of the CONTRACTOR, its officers, agents, servants and employees in the performance of this Contract.

9. **INSURANCE:** CONTRACTOR shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof Workmen's Compensation insurance and general, comprehensive liability and property damage insurance, including vehicle coverage, in accordance with Attachment "A" Insurance Requirements, with the CITY as an additional named insured.

All insurance will be by insurers acceptable to the CITY and authorized to do business in the State of Montana. Prior to the commencement of work and at any time requested by the CITY in writing during the term of the Contract the CONTRACTOR shall furnish the CITY with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days advance written notice to the CITY.

10. **PERMITS, LICENSES AND TAXES:** The CONTRACTOR shall obtain and assume the cost of all Federal, State and CITY permits, licenses and taxes required for performance of the Contract.

11. **PERFORMANCE BOND:** Before the Contract can be executed, and at all times during the term of this Contract, the CONTRACTOR shall furnish a corporate surety bond as security for the performance of the Contract in the amount of the "Estimated Total Annual Compensation" as shown on the attached "Exhibit A" effective July 1 of each year during the term of this Contract payable through June 30 of the following year as provided in this Contract, conditioned upon the performance by CONTRACTOR of all undertakings, covenants, terms,

conditions and agreements of the Contract and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the work provided by the Contract.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Montana. Attorneys-in-fact who sign Performance Bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the bond.

The Contract shall be subject to termination by the CITY at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the CITY by the CONTRACTOR sixty (60) days prior to the effective date of said cancellation. The Contract will not be terminated if within thirty (30) days of such notice the CONTRACTOR files with the CITY a similar bond to be effective for the balance of the Contract period.

12. STANDARD PREVAILING WAGE: The Successful Bidder shall pay the prevailing wage rate, including fringe benefits, for District 8 for each job classification in accordance with the Montana Prevailing Wage Rate for Non-construction Services Occupations effective January 14, 2023, a copy of which is attached hereto as Attachment "C", subject to wage rate adjustments as required under Section 18-2-415, Montana Code Annotated (2023), and any adjustments which become applicable due to changes in Montana law.

The CONTRACTOR shall maintain payroll records in a manner readily capable of being certified for submission under Sections 18-2-422 and 18-2-423, Montana Code Annotated (2023), for not less than three (3) years after the CONTRACTOR'S completion of the work required under the Contract.

The CONTRACTOR shall post a statement of all wages and fringe benefits in compliance with Section 18-2-423, Montana Code Annotated (2023).

13. MONTANA LABOR PREFERENCE: The CONTRACTOR shall give preference to the employment of bona fide residents of Montana in the performance of the work required under the Contract Documents.



14. **BANKRUPTCY:** If any assignment shall be made for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy, or similar officer shall be appointed to take charge of all or part of the CONTRACTOR's business or property, or if a petition shall be filed by or against the CONTRACTOR initiating a proceeding under any provision of the United States Bankruptcy Code, then unless such conditions or conditions are remedied to the sole satisfaction of the CITY within twenty (20) days of CITY's written notice to so remedy, the CITY may terminate this Contract, and/or seek all other remedies available to it pursuant to this Contract, at law, in equity or otherwise.

15. **BREACH OF CONTRACT:** If the CONTRACTOR fails to perform, or to perform in a satisfactory manner, or to perform in accordance with applicable CITY resolutions or ordinances, the CITY may terminate the Contract upon fifteen (15) days written notice to the CONTRACTOR.

It is understood that failure to perform anticipates a substantial failure by the CONTRACTOR and/or one which is of a reoccurring nature. Additionally, in the CITY's sole discretion, the CITY may demand in writing adequate assurance from the CONTRACTOR that steps have been or are being taken to rectify said failure or performance to the CITY's satisfaction. The CONTRACTOR must then within ten (10) days of receipt of such demand return to the CITY Clerk of the CITY a written statement that is directly responsive to the said failure and that explains any reasons for non-performance or delayed, partial or substandard performance during that period and any continuation thereof. The CITY's use of the written demand procedure described herein shall not be construed to prejudice the CITY's right to terminate the Contract without use of said procedure.

16. **FORCE MAJEURE:** Neither the CONTRACTOR nor the CITY shall be liable for the failure to perform their duties nor for any resultant damage or loss, if such failure is caused by catastrophe, riot, war, act of God, or strike.

17. **WAIVERS:** A waiver by the CITY of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period after any breach shall be deemed a waiver of any right or acceptance of defective performance.

18. **ILLEGAL AND INVALID PROVISIONS:** Should any term, provision or other part of the Contract be declared illegal it shall be excised and modified to conform to the appropriate laws

or regulations. Should any term, provision or other part of this Contract be held to be inoperative, invalid, or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

19. **CHANGES IN LAWS:** In the event that existing laws, statutes, regulations, and ordinances governing the CITY's authority to levy, assess, and collect solid waste collection, transportation, and disposal charges are amended, repealed, declared invalid, or otherwise modified, the CITY shall have the right to request in writing served upon the CONTRACTOR that the terms and conditions of this Contract be renegotiated. If the CITY and CONTRACTOR are unable to mutually agree upon renegotiated terms and conditions within thirty (30) days of service of such request, this Contract shall terminate.

20. **ARBITRATION:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration as set forth by the UNIFORM ARBITRATION ACT, Section 27-5-111 et seq., Montana Code Annotated (2023), as amended. The venue for any arbitration proceedings shall be the Montana Twenty-Second Judicial District Court in and for Stillwater County, Montana, sitting at Columbus, Stillwater County, Montana.

21. **BINDING EFFECT:** The provisions, covenants, and conditions in the Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

22. **AMENDMENT OF THE CONTRACT:** No modification or amendment of the terms hereof shall be effective unless written and signed by the parties. A signed original is to be fastened to the original Contract with signed copies retained by all the parties.

23. **PREVIOUS AGREEMENTS SUPERSEDED:** The Contract constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of the Contract.

24. **NON-ASSIGNABILITY:** This Contract and all rights under it shall not be assigned by the CONTRACTOR in whole or in part without the written consent of the CITY which consent shall not be unreasonably withheld.

25. CONFORMANCE WITH LAW: This Contract is intended to conform in all respects to applicable statutes, rules, and regulations of the State of Montana, and if any part or provision of this Contract conflicts therewith, the said statutes, rules or regulation shall govern. However, notwithstanding anything to the contrary stated herein, the CONTRACTOR waives any rights it may have to the benefits of Section 7-13-4107, Montana Code Annotated (2023).

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals as of the dates indicated below.

**CITY OF COLUMBUS  
P.O. BOX 549  
COLUMBUS, MT. 59019**

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
**WEBB MANDEVILLE, Mayor**

Attest:

\_\_\_\_\_  
**CHERRIE McALEXANDER, City Clerk-Treasurer**

**Contractor:**

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
**Print Name Title**

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

I

**EXHIBIT "A"**

**RESIDENTIAL AND COMMERCIAL  
COLLECTION COMPENSATION.**

**CONTAINER SITE AND  
RECYCLABLES COST PER LOAD**

**ESTIMATED TOTAL  
ANNUAL COMPENSATION**

## EXHIBIT "A"

(Referenced In Section 6, Compensation, of the Solid Waste Collection And Disposal Contract)

### Estimated Residential and Commercial Collection Compensation

Bid Item #	Description	Est. Quantity	collection frequency	Monthly Compensation Rate Per Collection				
				2024-25	2025-26	2026-27	2027-28	2027-29
101	Collection of 96 gallon carts	864	1 / week					
		12	2 / week					
		7	3 / week					
102	2 yard collection	18	1 / week					
		4	2 / week					
		2	3 / week					
103	3 yard collection	13	1 / week					
		1	2 / week					
		4	3 / week					
104	4 yard collection	7	1 / week					
		1	2 / week					
		0	3 / week					
105	6 yard collection	4	1 / week					
		3	2 / week					
		4	3 / week					
106	8 yard collection	2	1 / week					
		0	2 / week					
		9	3 / week					
<b>TOTAL &gt;</b>								

### Container Site and Recyclables

Bid Item #	Description	Est. Quantity	Container Site and Recyclables Cost Per Load				
			2024-25	2025-26	2026-27	2027-28	2028-29
107	40 Yard Container(s) at Container Site Providing container and transport to Billings Landfill	34					
108	40 Yard Metal Recycling Container Providing container and transport to recycling center	7					
109	30 Yard Recycling Container Providing container for aluminum and newspaper recycling and transport to recycling center.	3					
<b>TOTAL &gt;</b>							

	2024-25	2025-26	2026-27	2027-28	2028-29
<b>Estimated Total Annual Compensation</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Estimated Total Annual Compensation =

Monthly Residential and Commercial Compensation Rate X Est. Quantity  
 PLUS  
 Container Site Recyclables Cost Per Load X Est. Quantity

# **ATTACHMENT "A"**

## **INSURANCE REQUIREMENTS**

## ATTACHMENT A

### INSURANCE REQUIREMENTS

#### **Worker's Compensation:**

- A) State - Statutory
- B) Employer's Liability - \$1,000,000

#### **Contractor's Liability Insurance:**

- A) General Aggregate - \$2,000,000
- B) Products-completed Operations Aggregate - \$2,000,000
- C) Each Occurrence Bodily Injury and Property Damage - \$1,000,000
- D) Coverage Shall Be Primary and Shall Include:
  - 1. Premises-operations
  - 2. Operations of Independent Contractors
  - 3. Contractual Liability
  - 4. Personal Injury
  - 5. Per Policy Aggregate Endorsement
  - 6. Owner Named as Additional Insured

#### **Automobile Liability:**

- A) Bodily Injury
  - 1. Each Person - \$1,500,000
  - 2. Each Accident - \$1,500,000
- Property Damage
  - 1. Each Accident - \$1,000,000

(or)

- B) Combined Single Limit - \$1,500,000
- C) Coverage Shall Include:
  - 1. All Owned Autos
  - 2. Hired Autos
  - 3. Non-owned Autos
  - 4. Owner to be Named as Additional Insured

#### **Excess or Umbrella Liability**

- A) Each Occurrence - \$1,000,000 B) Aggregate - \$1,000,000
- C) Coverage Shall Include
  - 1. Owner to be Named as Additional Insured

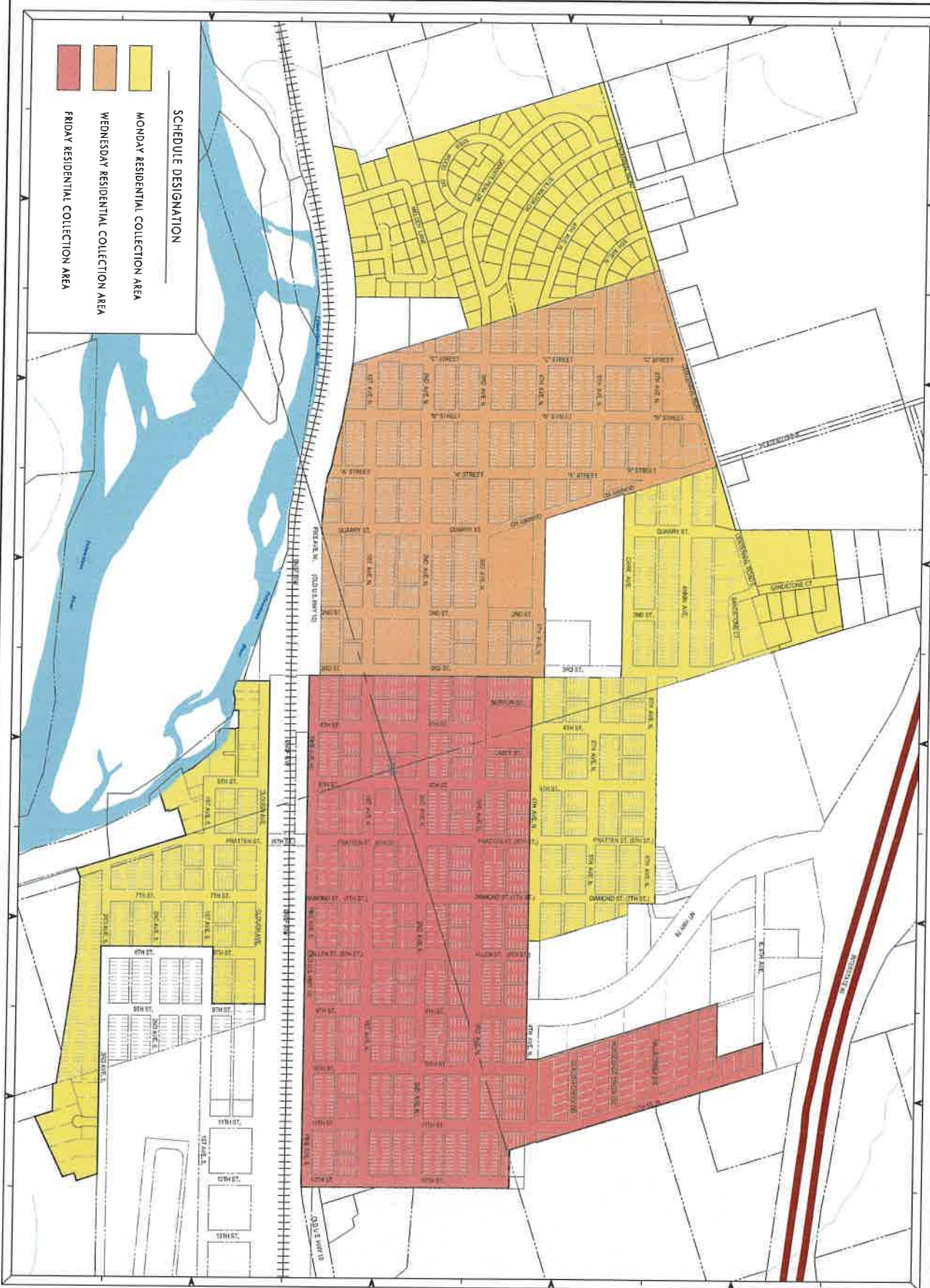


**ATTACHMENT "B"**

**CITY OF COLUMBUS MAP**

**SHOWING THE RESIDENTIAL**

**COLLECTION SCHEDULE AREAS**



CITY OF  
COLUMBUS  
PUBLIC WORKS



**ATTACHMENT "B"**  
City of Columbus Map Showing the  
Residential Collection Schedule Areas



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ATTACHMENT  
"B"

**ATTACHMENT "C"**

**MONTANA PREVAILING WAGE**

**RATE FOR NONCONSTRUCTION**

**SERVICES OCCUPATIONS**

**MONTANA  
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2023**

**Effective: January 14, 2023**

***Greg Gianforte, Governor  
State of Montana***

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

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

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

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

**MONTANA PREVAILING WAGE REQUIREMENTS**

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

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

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

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

**LAURIE ESAU  
Commissioner  
Department of Labor and Industry  
State of Montana**

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A. Date of Publication January 14, 2023

B. Definition of Nonconstruction Services Occupations

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

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

### C. Definition of Public Works Contract

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

### D. Prevailing Wage Schedule

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or by contacting the department at (406) 444-6543.

### E. Rates to Use for Projects

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

### F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

### G. Fringe Benefits

Section 18-2-412, MCA states:

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

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

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

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

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

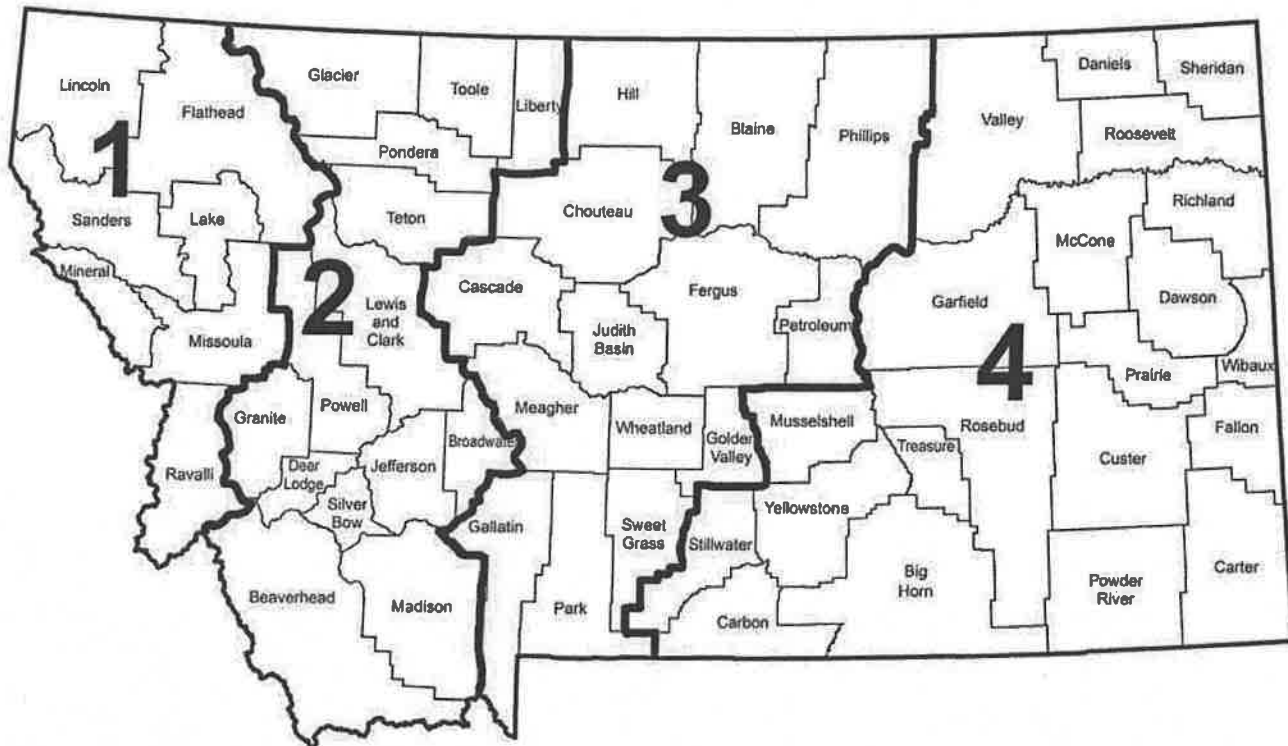
Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.



## H. Prevailing Wage Districts

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

### Montana Prevailing Wage Districts



## I. Dispatch City

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

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

## J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(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. Occupations Definitions**

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

**Q. Nonconstruction Services Occupations**

**MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES**

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

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

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

**GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY**

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



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

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

**LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS**

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

**FIRE PROTECTION**

**FIRE EXTINGUISHER REPAIRERS  
FOREST FIREFIGHTERS**

**PUBLIC OR SCHOOL TRANSPORTATION DRIVING**

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

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

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

**MATERIAL AND MAIL HANDLING**

**FREIGHT, STOCK, AND MATERIAL HANDLERS**

**FOOD SERVICE AND COOKING**

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

**MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING**

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

**APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING**

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

# WAGE RATES

## MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

### ELEVATOR REPAIRERS

	Wage	Benefit
District 1	\$59.70	\$44.11
District 2	\$59.70	\$44.11
District 3	\$59.70	\$44.11
District 4	\$59.70	\$44.11

#### Travel:

All Districts

0-15 mi. free zone

>15-25 mi. \$47.85/day

>25-35 mi. \$95.70/day

>35 mi. \$104.54/day or cost of receipts for hotel and meals, whichever is greater.

#### Special Provision:

When in employees vehicle additional reimbursement of 1.5% of the prevailing wage rate is added to the amounts above..

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### MAINTENANCE AND REPAIR WORKERS (GENERAL)

District 1	\$23.23	\$7.97
District 2	\$19.97	\$8.86
District 3	\$19.69	\$8.77
District 4	\$21.23	\$9.13

↑ Back to Table of Contents

### STATIONARY ENGINEERS AND BOILER OPERATORS

	Wage	Benefit
District 1	\$26.05	\$ 4.60
District 2	\$29.00	\$ 8.09
District 3	\$27.31	\$10.40
District 4	\$24.91	\$10.32

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

### ENVIRONMENTAL SERVICES WORKERS

	Wage	Benefit
District 1	\$15.05	\$5.77
District 2	\$16.85	\$4.80
District 3	\$14.77	\$4.67
District 4	\$14.07	\$3.76

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## JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$17.49	\$4.41
District 2	\$14.14	\$5.54
District 3	\$15.87	\$6.35
District 4	\$14.85	\$7.42

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## PARKING ENFORCEMENT WORKERS

	Wage	Benefit
District 1	\$17.47	\$8.72
District 2	\$17.47	\$8.72
District 3	\$17.47	\$8.72
District 4	\$17.47	\$8.72

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## PARKING LOT ATTENDANTS

No Rate Established

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## SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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## SECURITY GUARDS

	Wage	Benefit
District 1	\$13.97	\$5.18
District 2	\$16.97	\$5.18
District 3	\$16.97	\$5.18
District 4	\$15.28	\$5.18

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## GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

### FALLERS

No Rate Established

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## FOREST AND CONSERVATION TECHNICIANS

No Rate Established

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## FOREST AND CONSERVATION WORKERS

No Rate Established

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## FOREST EQUIPMENT OPERATORS

No Rate Established

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## LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	\$18.02	\$6.27
District 2	\$14.97	\$3.56
District 3	\$19.89	\$9.47
District 4	\$19.38	\$5.77

Duties Include:

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

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## MATERIAL MOVING WORKERS (ALL OTHER)

	Wage	Benefit
District 1	\$24.97	\$11.43
District 2	\$24.97	\$11.43
District 3	\$22.06	\$ 6.18
District 4	\$20.10	\$12.79

Occupations Include:

Bulldozer Operator, Freight Elevator Operator, Shovel Operator

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## MEDIUM TRUCK DRIVERS

	Wage	Benefit
District 1	\$24.11	\$10.43
District 2	\$25.09	\$10.81
District 3	\$23.19	\$ 9.07
District 4	\$23.19	\$ 9.07

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## PEST CONTROL WORKERS

No Rate Established

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## PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)

	Wage	Benefit
District 1	\$18.96	\$6.43
District 2	\$19.55	\$5.28
District 3	\$19.35	\$5.98
District 4	\$16.72	\$9.14

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## TREE TRIMMERS AND PRUNERS

	Wage	Benefit
District 1	\$32.14	\$14.89
District 2	\$30.18	\$ 9.78
District 3	\$30.18	\$ 9.78
District 4	\$30.18	\$10.28

### Travel

Districts 1 - 3  
No Rate Established

District 4  
0-25 mi. - free zone  
>25-50 mi. - \$20.00/day  
>50 mi. - \$70.00/day

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

### HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	Wage	Benefit
District 1	\$22.95	\$10.27
District 2	\$22.95	\$10.27
District 3	\$22.95	\$10.27
District 4	\$22.75	\$10.16

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## LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$23.50	\$10.09
District 2	\$19.93	\$ 9.03
District 3	\$20.06	\$ 9.21
District 4	\$20.27	\$ 9.37

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## RECYCLING AND RECLAMATION WORKERS

**No Rate Established**

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## REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$23.58	\$12.02
District 2	\$22.95	\$11.81
District 3	\$25.09	\$ 9.87
District 4	\$23.84	\$ 7.82

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## SEPTIC TANK SERVICES AND SEWER PIPE CLEANERS

**No Rate Established**

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## WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$23.66	\$ 9.79
District 2	\$26.62	\$11.20
District 3	\$23.48	\$ 9.40
District 4	\$25.34	\$ 8.82

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## LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

### CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	\$23.22	\$10.22
District 2	\$19.52	\$10.22
District 3	\$20.85	\$ 5.97
District 4	\$20.39	\$11.05

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### POLICE, FIRE, AND AMBULANCE DISPATCHERS

	Wage	Benefit
District 1	\$23.68	\$11.28
District 2	\$22.10	\$11.28
District 3	\$19.77	\$13.04
District 4	\$22.43	\$10.16

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### PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

	Wage	Benefit
District 1	\$22.75	\$10.79
District 2	\$23.60	\$11.24
District 3	\$21.57	\$10.42
District 4	\$21.97	\$10.45

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## FIRE PROTECTION

### FIRE EXTINGUISHER REPAIRERS

No Rate Established

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### FOREST FIREFIGHTERS

No Rate Established

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## PUBLIC OR SCHOOL TRANSPORTATION DRIVING

### BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)

	Wage	Benefit
District 1	\$19.48	\$4.21
District 2	\$19.47	\$5.98
District 3	\$22.10	\$5.66
District 4	\$17.82	\$4.14

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### BUS DRIVERS (TRANSIT AND INTERCITY)

	Wage	Benefit
District 1	\$18.17	\$7.76
District 2	\$18.12	\$8.05
District 3	\$18.61	\$6.70
District 4	\$21.15	\$6.55

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### LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

	Wage	Benefit
District 1	\$15.73	\$4.54
District 2	\$14.43	\$3.73
District 3	\$14.53	\$5.08
District 4	\$14.32	\$5.02

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

### BREATH ALCOHOL TECHNICIANS

No Rate Established

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### EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS

	Wage	Benefit
District 1	\$20.04	\$7.28
District 2	\$27.50	\$7.36
District 3	\$20.27	\$7.00
District 4	\$20.07	\$7.20

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## HOME HEALTH AND PERSONAL CARE AIDES

	Wage	Benefit
District 1	\$12.84	\$5.78
District 2	\$14.21	\$5.94
District 3	\$12.98	\$5.26
District 4	\$11.65	\$7.14

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## LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	\$24.73	\$6.48
District 2	\$24.81	\$6.02
District 3	\$26.07	\$4.31
District 4	\$26.05	\$7.57

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## MEDICAL AND CLINICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	\$24.38	\$8.13
District 2	\$27.65	\$8.10
District 3	\$32.79	\$8.02
District 4	\$27.95	\$8.09

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## MEDICAL AND CLINICAL LABORATORY TECHNOLOGIST

	Wage	Benefit
District 1	\$34.83	\$ 9.96
District 2	\$34.08	\$ 8.74
District 3	\$33.56	\$ 9.64
District 4	\$33.99	\$10.90

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## MEDICAL ASSISTANTS

	Wage	Benefit
District 1	\$20.60	\$7.00
District 2	\$20.51	\$5.33
District 3	\$18.55	\$4.66
District 4	\$19.72	\$7.07

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## **NURSE PRACTITIONERS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$48.39	\$13.73
District 2	\$55.50	\$16.96
District 3	\$59.63	\$ 8.53
District 4	\$60.48	\$11.81

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## **NURSING ASSISTANTS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$15.67	\$3.68
District 2	\$16.91	\$4.30
District 3	\$15.45	\$4.15
District 4	\$16.11	\$4.58

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

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## **ORDERLIES**

No Rate Established

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## **PHYSICIANS ASSISTANTS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$56.56	\$11.28
District 2	\$57.80	\$10.78
District 3	\$58.56	\$10.27
District 4	\$62.07	\$14.34

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## **REGISTERED NURSES**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$32.62	\$ 8.14
District 2	\$38.89	\$10.26
District 3	\$34.61	\$ 6.30
District 4	\$35.42	\$ 9.59

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## MATERIAL AND MAIL HANDLING

### FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage	Benefit
District 1	\$17.10	\$6.45
District 2	\$16.06	\$5.66
District 3	\$16.15	\$5.62
District 4	\$17.59	\$6.72

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## FOOD SERVICE AND COOKING

### COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	\$17.13	\$4.51
District 2	\$16.97	\$6.35
District 3	\$15.69	\$4.76
District 4	\$15.77	\$5.71

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## FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	\$14.12	\$3.63
District 2	\$15.33	\$4.40
District 3	\$13.55	\$5.38
District 4	\$13.87	\$4.11

#### Occupations Include:

Dietary Aides, Counter Attendants, and Dining Room Attendants.

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## MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

### AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS

	Wage	Benefit
District 1	\$24.33	\$4.66
District 2	\$22.93	\$4.17
District 3	\$26.04	\$4.71
District 4	\$24.86	\$3.90

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## **BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS**

	<b>Wage</b>	<b>Benefit</b>
<b>District 1</b>	<b>\$28.06</b>	<b>\$10.17</b>
<b>District 2</b>	<b>\$26.72</b>	<b>\$ 9.36</b>
<b>District 3</b>	<b>\$25.82</b>	<b>\$ 8.74</b>
<b>District 4</b>	<b>\$25.91</b>	<b>\$ 8.73</b>

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## **CONSTRUCTION EQUIPMENT MECHANICS**

	<b>Wage</b>	<b>Benefit</b>
<b>District 1</b>	<b>\$27.73</b>	<b>\$10.83</b>
<b>District 2</b>	<b>\$26.68</b>	<b>\$11.03</b>
<b>District 3</b>	<b>\$22.18</b>	<b>\$ 8.19</b>
<b>District 4</b>	<b>\$22.15</b>	<b>\$ 8.56</b>

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## **APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING**

### **APPLIANCE MECHANICS**

**No Rate Established**

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

**No Rate Established**

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## **COMPUTER USER SUPPORT SPECIALISTS**

	<b>Wage</b>	<b>Benefit</b>
<b>District 1</b>	<b>\$30.32</b>	<b>\$10.34</b>
<b>District 2</b>	<b>\$27.14</b>	<b>\$11.55</b>
<b>District 3</b>	<b>\$24.72</b>	<b>\$ 6.96</b>
<b>District 4</b>	<b>\$24.49</b>	<b>\$ 8.65</b>

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