



Town of Stevensville

5th Street Improvements

Construction Documents Project Manual

Bid Set

03/15/2021

HDR Project No. 10223814



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SPECIAL PROVISIONS

DESCRIPTION OF BID ITEMS

1 **SECTION 00100**

2 **INVITATION TO BID**

3 Separate sealed bids for the construction of 5th Street Improvements will be received by the Town of
4 Stevensville at 206 Buck Street, Stevensville, Montana 59870 until 3:00 p.m. local time on Thursday April
5 1, 2021, and then publicly opened and read aloud in the Town of Stevensville Town Hall conference room.
6 No hand delivered bids will be accepted.

7
8 The project generally consists of:

9
10 Resurfacing/paving of 5th Street from Park Ave. to the west about 160 feet, a pedestrian bulb-out,
11 concrete curb and gutter, and signing/stripping.

12
13 Complete digital project bidding documents are available at <https://www.townofstevensville.com/rfps>. You
14 may download the digital plan documents. The plans and specifications may be examined through this site
15 for no charge.

16
17 There will be a non-mandatory Pre-Bid Conference for all bidders that will be held on March 24, 2021 at 3:00
18 P.M., local time on-site at the Town of Stevensville Town Hall. Interested CONTRACTORS are encouraged to
19 attend. Representatives of the Public Works Department and HDR Engineering, Inc. will be present to describe
20 the project and answer questions. A limited number of people at a time will be allowed into buildings. Please
21 limit personnel to one person per entity.

22
23 CONTRACTOR and any of the CONTRACTOR'S subcontractors bidding or doing work on this project
24 will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for
25 registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect,
26 Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All
27 laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction
28 work shall be paid Montana Prevailing Wage Rates for Heavy Construction. The CONTRACTOR must
29 ensure that employees and applicants for employment are not discriminated against because of their race,
30 color, religion, sex or national origin.

31
32 Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to
33 the "Town of Stevensville, MT" in an amount not less than ten percent (10%) of the total amount of the
34 bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials
35 Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as
36 required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be
37 provided. Bids shall be marked "5th Street Improvements".

38
39 No bid may be withdrawn after the scheduled time for the public opening of bids, which is 7:00 p.m. local time
40 on April 1, 2021.

41
42 For further information concerning this project, please contact Mayor Brandon Dewey by telephone at
43 (406) 777-5271 or by email at info@townofstevensville.com or Riley Lubbers with HDR Engineering by
44 telephone at (406) 532-2200 or by email at riley.lubbers@hdrinc.com.

45
46 The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the
47 contract for a period of not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid
48 which is in the best interest of the OWNER.

49
50 The CONTRACTOR is required to be an equal opportunity employer.

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

5th Street Improvements

Town of Stevensville, MT

THIS BID SUBMITTED TO:

Town of Stevensville
 206 Buck Street
 Stevensville, MT 59870

1.01 The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect the cost, progress and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

1 E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all
2 additional or supplementary examinations, investigations, explorations, tests, studies and data concerning
3 conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost,
4 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences,
5 and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and
6 safety precautions and programs incident thereto.
7

8 F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or
9 data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within
10 the times and in accordance with the other terms and conditions of the Bidding Documents.
11

12 G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site
13 that relates to the Work as indicated in the Bidding Documents.
14

15 H. Bidder has correlated the information known to Bidder, information and observations obtained from
16 visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations,
17 investigations, explorations, tests, studies and data with the Bidding Documents.
18

19 I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that
20 Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to
21 Bidder.
22

23 J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms
24 and conditions for the performance of the Work for which this Bid is submitted.
25

26 **4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any
27 undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group,
28 association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder
29 to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from
30 bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over
31 Owner.
32

33 The Bidder certifies that no official of the Owner, Engineer or any member of such officials immediate family,
34 has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.
35

36 **5.01** The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
37

38 **UNIT PRICE BID SCHEDULE PRICES**
39

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
01000	Mobilization/Demobilization	LS	1		\$
01100	Taxes/Bonds/Insurance	LS	1		\$
01570	Construction Traffic Control	LS	1		\$
02111	Pulverize & Remove Asphalt Pavement	SY	42		\$
02121	Grade Existing Surface	LS	1		\$
02221	Crushed Base Course	CY	20		\$
02511	Install 3" Asphalt	SY	1030		\$
02528	Concrete Curb and Gutter	LF	53		\$

02530	Concrete Pin-Down Curb	LF	313		\$
02550	4" Concrete Sidewalk	SF	377		\$
02551	6" Concrete Pedestrian Ramp	SF	60		\$
02552	Detectable Warning Panels	EA	1		\$
02583	Signing & Striping	LS	1		\$
02920	Landscape Rock	CY	42		\$
02931	Landscape Fabric	SY	278		\$
Total of All Unit Price Bid Items					\$

Total Contract Price for All Bid Schedules, including all State and Local Taxes: in the amount of

_____ dollars
(words)

and _____ cents (_____) (words) (figures)

- A. Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
- C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- D. The OWNER reserves the right to reject any or all bids.

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions To Bidders.

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions To Bidders, General Conditions, and the Supplementary Conditions.

SUBMITTED on _____, _____.
(Date)

Montana Contractor's Registration # (if any) _____.

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Montana Contractor's Gross Receipts Tax # _____.

Employer's Tax ID No. _____

If BIDDER is:

An Individual: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

1 **A Corporation:** _____
2 (Corporation Name)

3
4 State of Incorporation: _____
5

6
7 Type (General Business, Professional, Service, Limited Liability): _____
8

9
10 By: _____
11 (Signature of person authorized to sign)

12
13 Title: _____
14

15
16 Attest: _____
17 (Signature)

18
19
20 Business Address: _____
21

22
23 _____
24
25
26 Phone No.: _____ FAX No: _____
27

28
29 Date of Qualification To Do Business Is: _____
30

31
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35
36
37
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39
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41 _____
42
43 (Corporate Seal)

44
45 **A Joint Venture:** Each Joint Venture Must Sign

46
47 Joint Venturer Name: _____
48 (Name)

49
50 By: _____
51 (Signature of Joint Venture Partner)

52
53 Name: _____
54 (Name, printed or typed)

55

1 Title: _____

2

3

4 Business Address: _____

5

6 _____

7

8

9 Phone No.: _____ FAX No: _____

10

11

12 Joint Venturer Name: _____

13 (Name)

14

15 By: _____

16 (Signature of Joint Venture Partner)

17

18 Name: _____

19 (Name, printed or typed)

20

21 Title: _____

22

23 Business Address: _____

24

25 _____

26

27

28 Phone No.: _____ FAX No: _____

29

30 Address of Joint Venture for Receipt of Official Communication:

31

32 Address: _____

33

34 _____

35

36 Phone No.: _____ FAX No: _____

37

38

39 (Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a

40 party to the joint venture should be in the manner indicated above.)

41

42

43

44

END OF SECTION

SECTION 00500
AGREEMENT FORM

This Agreement is dated as of the _____ day of _____ in the year _____, by and between the "Town of Stevensville", hereinafter called "OWNER" and _____, hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Resurfacing of 5th Street from Park Ave. to the west about 160 feet, a pedestrian bulb-out, concrete curb and gutter, and signing/stripping.

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

5th Street Improvements. Resurfacing of 5th Street from Park Ave. to the west about 160 feet, a pedestrian bulb-out, concrete curb and gutter, and signing/stripping.

Article 3. ENGINEER

3.01 The Project has been designed by: HDR Engineering who is hereinafter called Engineer and who is to act as Owner's primary representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME

4.01 Time of the Essence.

A. All the time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to achieve Substantial Completion.

A. Notice to Proceed for The Work will be May 24, 2021. The Work will be substantially complete by August 13, 2021. Final Completion of The Work will be August 31, 2021.

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the dates specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner two hundred dollars (\$200.00) for each Calendar day that expires after the date specified in paragraph 4.02 for Substantial Completion until the works is substantially complete and two hundred dollars (\$200.00) for

1 each day that expires after the time specified in paragraph 4.02 for Final Completion. The liquidated damages
2 specified herein includes unscheduled employment.

3
4 **Article 5. CONTRACT PRICE**

5
6 5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an
7 amount equal to the sum of the lump sum items and the sum of the established unit price for each separately
8 identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices
9 are those listed in the Bid Schedules of the Bid Form. Estimated quantities used for bidding purposes are not
10 guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07
11 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General
12 Conditions.

13
14 **Article 6. PAYMENT PROCEDURES**

15
16 6.01 Submittal and Processing of Payments:

17
18 A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General
19 Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

20
21 6.02 Progress Payments; Retainage:

22
23 A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on
24 account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer,
25 once each month during construction as provided below. All progress payments will be on the basis of the
26 progress of the Work measured by the number of units of each bid item completed times the bid unit price in the
27 Unit Price Schedule of the Bid Form for that item or for lump sum bid items payment will be made on the
28 percentage of actual work complete based on the schedule of values break down for the lump sum bid item.

29
30 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of
31 the unit price items less the percentage indicated below but, in each case, less the aggregate of payments
32 previously made and less such amounts as Engineer may determine or Owner may withhold, in
33 accordance with paragraph 14.02 of the General Conditions.

34
35 a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all
36 Work covered by the Contract Documents.

37
38 b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably
stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

39
40 2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further
41 reduced if requested by the Contractor.

42
43 6.03 Final Payment:

44
45 A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the
46 General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as
47 provided in said paragraph 14.07.

48
49 **Article 7. INTEREST:**

50
51 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the
52 maximum rate allowed by law at the place of the Project.

1 **Article 8. CONTRACTOR’S REPRESENTATION:**

2
3 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

4
5 A. Contractor has examined and carefully studied the Contract Documents (including all Addenda)
6 listed in paragraph 9 and the other related data identified in the Bidding Documents

7
8 B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and
9 Site conditions that may affect cost, progress, performance or furnishing of the Work.

10
11 C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations
12 that may affect cost, progress, performance and furnishing of the Work.

13
14 D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at
15 or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface
16 structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special
17 Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous
18 Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in
19 paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not
20 Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner
21 and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or
22 indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

23
24 E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such
25 additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions
26 (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost,
27 progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques,
28 sequences and procedures of construction to be employed by Contractor including applying the specific means,
29 methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract
30 Documents to be employed by the Contractor, and safety precautions and programs incident thereto.

31
32 F. Contractor does not consider that any additional examinations, investigations, explorations, tests,
33 studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the
34 Contract Times and in accordance with the other terms and conditions of the Contract Documents.

35
36 G. Contractor is aware of the general nature of work to be performed by Owner and others at the site
37 that relates to the Work as indicated in the Contract Documents.

38
39 H. Contractor has correlated the information known to Contractor, information and observations
40 obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional
41 examinations, investigations, explorations, tests, studies and data with the Contract Documents.

42
43 I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that
44 Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable
45 to Contractor.

46
47 J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms
48 and conditions for performance and furnishing of the Work.

49
50 **Article 9. CONTRACT DOCUMENTS:**

51
52 9.01 Contents

53
54 A. The Contract Documents consist of the following:

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1. This Agreement (Pages 1 to ____, inclusive);
 2. Performance Bond (pages 1 to ____, inclusive);
 3. Payment Bond (pages 1 to ____, inclusive);
 4. Standard General Conditions of the Construction Contract (pages 1 to ____, inclusive);
 5. Supplementary Conditions to the General Conditions (pages 1 to ____, inclusive);
 6. Special Provisions (pages 1 to ____, inclusive);
 7. Specifications as listed in the table of contents of the Project Manual;
 8. Drawings consisting of a cover sheet and sheets numbered LG - 01 through SS - 01 with each sheet bearing the following general title:

Town of Stevensville, MT 5th Street Improvements
 9. Addenda (Numbers __ to ____, inclusive);
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to ____, inclusive);
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to ____, inclusive);
 - c. Notice of Award
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice To Proceed
 - b. Written Amendments;
 - c. Work Change Directives;
 - d. Change Order(s).
 - e. Any Notice of Partial Utilization
 - f. Notice of Substantial Completion
 - g. Lien Waivers
 - h. Notice of Final Completion and Acceptance
 12. Contractors Insurance Guide
 13. Certificates of Insurance
 14. Standard General Conditions by Reference
 15. State of Montana Prevailing Wage Rates 2020 – Heavy.
 16. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010.
- B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

1 D. The Contract Documents may only be amended, modified or supplemented as provided in
2 paragraphs 3.04 of the General Conditions.

3
4 **Article 10. MISCELLANEOUS:**

5
6 10.01 Terms.

7
8 A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the
9 meanings indicated in the General Conditions.

10
11 10.02 Assignment of Contract.

12
13 A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be
14 binding on another party hereto without the written consent of the party sought to be bound; and specifically, but
15 without limitation, moneys that may come due and moneys that are due may not be assigned without such consent
16 (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the
17 contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any
18 duty or responsibility under the Contract Documents.

19
20 10.03 Successors and Assigns

21
22 A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to
23 the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants,
24 agreements and obligations contained in the Contract Documents.

25
26 10.04 Severability

27
28 A. Any provision of part of the Contract Documents held to be void or unenforceable under and Law
29 or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon
30 Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken
31 provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the
32 intention of the stricken provision.

33

1 IN WITNESS WHEREOF, Owner and Contractor have signed 4 copies of Agreement. Three counterparts
2 have been delivered to Owner, two to Contractor and one to Engineer. All portions of the Contract
3 Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

4
5 This Agreement will be effective on _____, _____ (which is the effective date of the
6 Agreement).

7
8 Owner Town of Stevensville Contractor _____
9 _____

10
11
12 By _____ By _____
13 (Signature) (Signature)

14
15 Attest _____ Attest _____
16 (Signature) (Signature)

17
18
19 Address for giving notices: Address for giving notices:
20 206 Buck Street _____
21 _____
22 Stevensville, MT 59870 _____

23
24 Phone No. 406-777-5271 Phone No. _____

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26 FAX No. 406-777-4284 FAX No. _____

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(CORPORATE SEAL)

(SEAL)

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner - Contractor Agreement.

Contractor Registration No.

Agent for service of process:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

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Owner's Designated Representative:
Name: Mayor Brandon Dewey
Title: Mayor
Address: 206 Buck Street
Stevensville, MT 59870
Phone No. 406-777-5271
FAX No. 406-777-4284

Contractor's Designated Representative:
Name: _____
Title: _____
Address: _____

Phone No. _____
FAX No. _____

END OF SECTION

**MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2021**

Effective: January 1, 2021

**Steve Bullock, Governor
State of Montana**

***Brenda Nordlund, Acting 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 www.mtwagehourbopa.com or contact:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-6543

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 www.mtwagehourbopa.com 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 www.mtwagehourbopa.com or contact the department at (406) 444-6543.

BRENDA NORDLUND
Acting Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 4, 2021

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(a), states “Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”

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

E. Rates to Use for Projects

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

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits

Section 18-2-412, MCA states:

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

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

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

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

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

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

H. Dispatch City

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

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(22), states *“ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.”* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(18), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

L. Apprentices

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

M. Posting Notice of Prevailing Wages

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

N. Employment Preference

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

O. Projects of a Mixed Nature

Section 18-2-408, MCA states:

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

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

P. Occupations Definitions

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

http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

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

R. Foreman Rates

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

S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants

The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

WAGE RATES

BOILERMAKERS

Wage	Benefit
\$33.17	\$30.88

Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

Travel:

All Districts

0-120 mi. free zone
>120 mi. federal mileage rate/mi.

Special Provision:

Travel is paid only at the beginning and end of the job.

Per Diem:

All Districts

0-70 mi. free zone
>70-120 mi. \$65.00/day
>120 mi. \$80.00/day

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BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$35.28	\$15.69

Duties Include:

Lays out, lays, cuts, installs, and finishes all brick, structural tile, refractory materials, precast units, concrete, cinder, glass, gypsum, terra cotta block, and all other natural and artificial masonry products to construct or repair walls, partitions, stacks, furnaces, or other structures.

Sets stone to build stone structures such as piers, walls, and abutments, and lays walks, curbstones, or special types of masonry for vats, tanks, and floors. May set, cut, and dress ornamental and structural stone in buildings.

This classification is tended by Tender to Masons Trades: Brick and Stonemason, Mortar Mixer, Hod Carrier

Travel:

0-20 mi. free zone
>20-35 mi. \$30.00/day
>35-55 mi. \$35.00/day
>55 mi. \$77.00/day

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CARPENTERS

Wage	Benefit
\$32.00	\$13.57

Zone Pay:

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

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CEMENT MASONS AND CONCRETE FINISHERS

No Rate Established

Duties Include:

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

Zone Pay:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$28.21	\$13.65

This group includes but is not limited to:

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

Zone Pay:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$29.33	\$13.65

This group includes but is not limited to:

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

Zone Pay:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$29.75	\$13.65

This group includes but is not limited to:

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat.

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Zone Pay:

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$30.75	\$13.65

This group includes but is not limited to:

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

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Zone Pay:

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

Wage	Benefit
\$31.75	\$13.65

This group includes but is not limited to:

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

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Zone Pay:

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

Wage	Benefit
\$32.75	\$13.65

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:

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

Wage	Benefit
\$33.75	\$13.65

This group includes but is not limited to:

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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Zone Pay:

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

CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
\$23.08	\$11.27

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Zone Pay:

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

CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$25.90	\$11.27

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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Zone Pay:

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

CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$26.04	\$11.40

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:

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

CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$26.76	\$11.27

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:

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

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

DIVERS

	Wage	Benefit
Stand-By	\$43.06	\$17.36
Diving	\$86.12	\$17.36

Depth Pay (Surface Diving)

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

Diving In Enclosures

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

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Zone Pay:

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

DIVER TENDERS

Wage	Benefit
\$42.06	\$17.36

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

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Zone Pay:

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

ELECTRICIANS

Wage	Benefit
\$34.59	\$16.33

Travel:

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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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

Wage	Benefit
\$38.87	\$19.87

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

Travel:

0-30 mi. free zone
>30-40 mi. \$25.00/day
>40-50 mi. \$35.00/day
>50-60 mi. \$50.00/day
>60 mi. \$60.00/day plus

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

>60 mi. \$95.00/day on jobs requiring an overnight stay plus

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

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IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS

Wage	Benefit
\$29.15	\$27.05

Duties Include:

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

Travel:

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

Special Provision:

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

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LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
\$34.94	\$16.41

Duties Include:

All work on substations

Travel:

No Free Zone
\$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$27.36	\$15.79

Duties Include:

All work on substations

Travel:

No Free Zone
\$60.00/day

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$45.74	\$17.32

Duties Include:

All work on substations

Travel:

No Free Zone
\$60.00/day

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MILLWRIGHTS

Wage	Benefit
\$36.97	\$14.02

Zone Pay:
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

Wage	Benefit
\$25.00	\$0.00

Travel:
No travel or per diem established.

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PILE BUCKS

Wage	Benefit
\$32.00	\$13.57

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

Duties Include:

All pile driving, bridge, wharf, building, and caisson work, on both land and water. General pile driving work includes all labor employed in the barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, demo, tooling of the cutter head, Lagging, automatic pile threading, pulling, and/or cutting off of all piling, to include all pile of any make and material as well as similar pre-cast structural shapes or units the setting of which is performed with a pile driver, derrick, crane, or similar power equipment. Fabrication, forming, handling, and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of any heavy structure, rafting, boring, reeving, dogging, or booming of piles or other material. This includes the unloading of piling of all types together with the wailing and bracing included.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
\$37.78	\$19.86

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.

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Travel:

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: \$105.00/day.

SPRINKLER FITTERS

Wage	Benefit
\$34.45	\$23.00

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.

Special Provision

When traveling >100 miles, mileage at \$0.54/mi. + \$8.59 for every 15 miles traveled at beginning and end of job.

The following travel allowance is applicable when traveling in employer's vehicle.

0-100 mi. free zone
>100 mi. \$105.00/day

Special Provision

When traveling >100 miles, \$8.59 for every 15 miles traveled, at beginning and end of job.

Per Diem:

All Districts

No per diem is applicable when traveling in employee's vehicle

The following per diem is applicable when traveling in employer's vehicle.

0-100 mi. free zone
>100 mi. \$105.00/day

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TRUCK DRIVERS

Pilot Car Driver	No Rate Established	
	Wage	Benefit
Truck Driver	\$31.28	\$9.37

Truck drivers include but are not limited to:

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

Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.05/hr.

>60 mi. base pay + \$.485/hr.

Special Provision:

Zone pay only applies to the Truck Driver classification. No zone pay was established for Pilot Car Driver.

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SPECIAL PROVISIONS

GENERAL DESCRIPTION OF PROJECT

This contract is for the Town of Stevensville – 5th Street Improvements. This information is provided only to give an overview of the project and is not intended to give detailed elements of work. Refer to the plans and specifications regarding the extent of work under this contract.

All work shall be done in accordance with the Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, and the Contractor shall comply with all laws of the State of Montana.

PRE-CONSTRUCTION MEETING

Pre-construction meeting will be held with the Engineer and Town staff prior to the commencement of construction. The Town will be responsible for setting the time and meeting location. Contractor presence is required.

SAFETY

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury or loss to items listed in 6.13 of the General Conditions. Contractor shall comply with other safety and protection conditions listed in 6.13 of the General Conditions. Contractor shall provide a copy of their safety program to the Engineer at the Pre-construction conference.

GRADING & PREPPING 5TH ST. FOR PAVING

This work consists of the grading and prepping of portions of 5th street that are not currently paved. Intent of work is to grade and prep gravel parking areas for paving without substantially disturbing existing subgrade consisting of rocky material. Contractor shall perform work in accordance with plans and specs and as directed by Engineer or Owner.

In order to properly grade surface contractor must be able to provide as needed ¾” Crush Base as prescribed in these special provisions.

Contractor shall begin work by cleaning surface of existing gravel. Contractor must clean surface of existing gravel to remove and dispose of any organics, fines, muds, deleterious materials, and any other material deemed not suitable by the Engineer or Owner. Cleaning surface must be done by skimming surface in order to minimize disturbance of underlying subgrade material. Cleaning surface must be done to Engineer’s or Owner’s satisfaction before progressing work further.

When surface is sufficiently clean contractor is to grade and finish surface. Finish surface must be crowned at a slope between 1% and 3% away from 5th street centerline in order to drain away from center of road. Grade must roughly match profile of 5th street draining to the West away from the school. Contractor shall use ¾” Crush Base to fill and level as needed. It is critical that paved surface does not cause any ponding of water. Contractor shall grade surface to eliminate any such ponding. Finish surface must uniformly match existing pavement elevation. Remove and dispose of broken asphalt at road edge as needed to ensure smooth surface. Finish surface by static rolling with smooth drum roller. Prior to paving Engineer or Owner must inspect and approve finish surface. Portions of grading that are deemed insufficient by Engineer or Owner must be corrected by contractor and re-inspected by Engineer or Owner. No additional payment will be received for corrections to finish grading.

Prior to paving all pavement and concrete surfaces must be swept clean of dust and debris.

EXISTING UTILITIES/SITE CONDITIONS

Locations of utilities and obstructions are not shown on the plans. It shall be the Contractor's full responsibility to become thoroughly familiar with the project limits and site conditions. There shall be no added compensation after the contract award for unforeseen obstacles encountered that will impact construction of the project in any manner.

RESTORATION

- A. Description. This work is the final completion and cleanup of the site after all other construction activities have been completed.
- B. Construction Requirements.
 - a. Contractor will video or provide photos of existing conditions of the entire project site prior to beginning construction activities. Provide a copy of the video or photos to the Project Engineer. Lacking a video record or photos of existing conditions, Project Engineer will determine final restoration limits. All restoration work will be completed to the satisfaction of the Project Engineer.
 - b. Contractor shall be required to make every effort to immediately restore the construction area once all construction tasks are completed. This includes, but is not limited to, such activities as asphalt patching, street crossings, finish grading, seeding, replacing traffic and street signs, mailboxes, etc. All existing improvements shall be restored in kind and as near as practical to existing conditions.
 - c. Remove all objectionable material from the site to include forms, unnecessary equipment, construction stakes and lathe, excess construction materials and other items directed by the engineer.
 - d. Replace all damaged asphalt identified by the Project Engineer. Sawcut and tack existing edges prior to replacing with hot mix asphalt.
 - e. Replace all damaged concrete identified by the project Engineer. Sawcut, form and replace all damaged concrete curb, gutter and sidewalk.
 - f. Replace damaged signs, mailboxes and any other structures that have been damaged during construction activities, as identified by the Project Engineer, with new materials.
 - g. Topsoil and seed areas that have been disturbed by construction activities.
- C. Measurement and Payment. All restoration work is considered incidental to the project. No pay item will be included for the completion of this work.

CONSTRUCTION STAKING

The Contractor shall provide all construction staking and horizontal and vertical control.

MATERIAL TESTING

The Contractor shall contract with a certified material testing laboratory to provide materials testing in accordance with the Montana Public Works Standard Specifications, Sixth Edition, April 2010. A copy of all test results shall be provided to the Engineer daily. The Contractor shall correct all deficiencies and provide all re-testing, at the Contractors expense, as required by the Montana Public Works Standard Specifications.

TRAFFIC CONTROL AND SCHEDULES

The Contractor shall be required to submit a detailed traffic control plan for review and approval by the Town of Stevensville and the Engineer, prior to construction activities. All traffic control devices (signing, flagging, detour plans, etc.) shall be in accordance with the "Manual of Uniform Traffic Control Devices for Streets and Highways". Prior to starting any work, the contractor's traffic control plan must be approved by the Town of Stevensville. The Owner may direct the contractor to revise all or parts of the traffic control plan at any time at no addition cost.

The traffic control plan shall be thorough and detailed. The priority and goal of the plan shall be the safety of the general public and the workers involved in this project. Second only to safety will be the importance of the traffic plan to minimize the impact of construction on local residents and the general public in the ordinary use of the roads in the construction area.

Separate payment shall be made for the traffic plan, control and associated work under the lump sum bid schedule item "Construction Traffic Control". Payment shall be made as a percentage of the work completed.

ACCESS TO PROPERTY AND BUSINESSES

The Contractor shall maintain at least one (1) ingress and egress to all residences, businesses or property at all times of normal business hours for that business or institution. The Contractor will coordinate with property owners at least 2 days prior to the closure or modification of any existing access. Contractor will keep a written record of contact with adjacent property owners. Include the name of Contractors representative, name of property Owner, Date and Time of contact, and notes on the conversation. Contractor shall immediately notify the Engineer if any conflicts arise with property owners.

PROJECT COORDINATION

Abide by Section 01041 "Project Coordination" in MPWSS.

PAY REQUESTS

The Contractor shall submit monthly pay request to the Engineer as specified in the General Conditions. Payments will be processed in a timely manner, but may take up to 45 days to process.

AS-BUILT PLAN SET

In accordance with 14.07.A.1 of the General Conditions, The Contractor will be required to prepare one set of detailed as-built drawings to be presented to the Engineer at the completion of the project. The as-built drawings will be kept current, updated daily, and reviewed weekly by the Project Engineer. As-built drawings shall include, but not be limited to, locations of all utilities, utility crossings, water services, valves, curb-sidewalk cuts and revisions.

SUBSTANTIAL COMPLETION

The Contractor shall deliver completed as-built/record drawings and notify the Engineer of readiness for substantial completion. The Engineer will schedule a walk-through for Substantial Completion with the Owner and the Contractor. If the Project is acceptable for Substantial Completion, a Certificate will be issued which may include punch list items.

FINAL COMPLETION

When all punch list items have been completed, the Contractor shall notify the Engineer of readiness for Final Completion walkthrough.

ENGINEERS CERTIFICATION AND START OF WARRANTY

Upon concurrence with Final Completion, the Engineer shall submit a letter to the Owner certifying that all improvements were installed in accordance with the plans & specifications and that all punch list items have been completed. The one (1) year warranty period will begin on the date of Final Acceptance by the Town.

WARRANTY FINAL INSPECTION

Town staff will contact the Engineer and Contractor approximately eleven (11) months after the letter of Final Acceptance to schedule the final project Warranty Inspection. The Contractor shall be required to remedy all identified Warranty conditions.

PERFORMANCE AND PAYMENT BONDS

Use MPWSS forms. The amounts must be 100% of the Contract. Surety must be listed in TC-570, have adequate bonding capacity, and be licensed to do business in Montana or other jurisdiction where the project is located.

HAULING MATERIAL OFFSITE

Surplus material after grading and compaction are completed are property of the Owner and must be hauled offsite to a location selected by the Owner and shall be considered incidental to the project. The location for disposing of excess material shall be approved by the Town. No spoil shall be placed in wetlands, streams, ditches, etc.

Contractor will provide signed copies of agreements between contractor and landowners for placement of project waste, and provide to the owner and engineer.

SAWCUTTING ASPHALT

The asphalt pavement shall be cut along a neat vertical line a minimum of 12” from the edge of the work area.

Where neat line is less than 4.0’ from edge of existing pavement, road centerline or curb and gutter section, remove and replace the entire pavement section between work area and edge of pavement.

STATE PREVAILING WAGES

Contractor is to use the Montana State Prevailing Wage Rates for this project. *Montana Prevailing Wage Rates for Heavy Construction* are in these contract documents. The Wage Decision in effect ten (10) days before the bid date will be the Wage Decision for the project. State wage rates can be found on the Montana Department of Labor and Industry’s web site.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

A Storm Water Pollution Prevention Plan (SWPPP) is the responsibility of the Contractor, if required.

OTHER PERMITS

Other permits may be required for this project. All other permits are the responsibility of the Contractor.

BASIS FOR BID ACCEPTANCE

Bids will only be accepted if the following is contained in the bid package at the bid opening:

1. Complete Bid Form with all signatures.
2. Complete Bid Form with unit prices.
3. Acknowledgement of Addenda, if applicable.
4. Bid Bond in the amount of 10% of overall bid (outlined in “Instruction to Bidders”)

BASIS FOR AWARD

The basis for award will be the Base Bid. Once bids are received and read aloud, the Engineer and Town of Stevensville will evaluate and discuss bids. The Town will select their contractor at the next Town Council Meeting.

GROSS RECEIPT TAX

MCA 15-50-101 “A public contractor, unless the contractor constructs or works on a federal research facility, shall pay to the department a license fee in a sum equal to 1% of the gross receipts, as defined in 15-50-101, from public contracts during the income year in which the public contractor receives payment.”

SPECIAL FUEL USER’S PERMIT

MCA 15-70-302 “A special fuel user shall obtain a special fuel user’s permit annually from the department prior to the use of special fuel...” Contractor must read MCA 15-70-301 and -302 to identify if special fuels are proposed to be used during this project

DESCRIPTION OF BID ITEMS (UNIT PRICE CONTRACTS)

GENERAL

SUMMARY

Section Includes:

Defines how work items are measured and paid for on Unit Price Contracts. These items include unit price, lump sum price, and allowance payment items.

In the case of conflict between this Section and the measurement methods specified in the individual Technical Specification Sections, the measurement methods in Technical Specification Sections shall govern.

Receive payment for work after it is installed. Payment for material on hand can only be paid for if allowed by the Agreement, the General and/or Special Conditions.

Partial payment may be requested for items partially installed when agreed to by the Owner.

Related Specification Sections include but are not necessarily limited to:

Division 00 - Procurement and Contracting Requirements.

Division 01 - General Requirements.

Applications for Payment requirements are included in Specification Section 01 30 00 - Special Conditions.

UNIT PRICE ITEMS

Quantity and measurement estimates stated in the Bid Form are estimates for bidding purposes only. Actual payments shall be based on actual quantities installed, in-place, as measured and/or verified by the Engineer.

Unless otherwise stated in the Contract Documents, the bid unit prices shall be in effect throughout the contract duration. When the variance between the estimated quantities and the actual installed quantities is more than 25 PCT, the Contractor or the Owner may negotiate a change to the Unit Price. That change will be made in accordance with the Change Order process as defined in the Contract Documents.

Except as defined above, make no claim, nor receive any compensation, for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amounts of work actually completed, or materials or equipment furnished, and the estimated quantities.

The Owner can only pay for quantities that exceed the estimated quantities so long as the total payments to the Contractor do not exceed the Contract Price. If the added quantities will result in payments that exceed the Contract Price, a Change Order will need to be executed before payment can be made for the added quantities.

Assist Engineer by providing necessary equipment, workers, and survey personnel as required to measure quantities.

Unless stated in the Contract Documents, measured quantities shall be rounded to the nearest whole integer.

Measurement:

Measurement for progress payment shall be made by, or approved by, the Engineer based on the actual quantities installed. The actual quantities installed can be adjusted for corrections to previous calculations, incomplete elements or components if agreed to in advance and in writing by the Engineer.

Unless otherwise provided for in the Contract Documents, unit price items are all inclusive of all related work, direct and indirect costs, to provide a complete and functional item.

The final measurement shall be based on actual installed quantities, jointly measured and agreed to by the Contractor and the Engineer. Quantities can be adjusted (increased or decreased) based on a final calculation of quantities by the Engineer and Contractor.

Payment:

Progress payments shall be in accordance with the Contract Documents based on estimated quantities installed paid at the bid unit price.

The final payment shall be based on actual quantities, fully installed, tested and placed into service, paid at the bid unit price.

LUMP SUM ITEMS

Progress payments for Lump Sum items in the Bid Schedule will be based on the breakdown prepared by the Contractor and approved by the Engineer and Owner before acceptance of the Application for Payment for the Lump Sum item.

Lump Sum payment will be for the entire item as specified and as indicated in the Contract Documents.

Payment for all bid items indicated as Lump Sums shall include the cost of all labor, materials, equipment and incidentals necessary to furnish, install, clean, test, and place each bid item into operation; including permitting, general conditions, overhead and profit.

ALLOWANCES

Allowances indicated in the Bid Schedule are defined in the Contract Documents. No work may be performed under an allowance item without prior written approval of the Owner.

Allowance is for exclusive use of Owner for changes as a result of changed conditions, design refinements, and unanticipated design issues. Not for use by Contractor as Contractor's construction contingency.

Owner approval of adjustment required prior to authorization of progress payments from Contingency Allowance. Adjustments will include either:

Contractor's lump sum or unit price measured quantity amount.

Contractor's related costs, and reasonable overhead and profit as stipulated in Contract Documents when Work is performed on the Cost of the Work basis.

Any unused balance of the allowances shall revert to the Owner upon completion of the project. Prior to final payment, the original amount provided for allowances shall be adjusted to actual costs by deductive Change Order, adjusting the contract price, accordingly.

Make no claim, nor receive any compensation, for anticipated profits, loss of profit, damages, or any extra payment due to any unexpended portion of the allowances.

The Contractor is to include time for allowance work in the construction schedule. No adjustment of Contract Time shall be allowed for any work performed under allowance items.

The measurable and allowable costs for work performed under an allowance item(s) shall be limited to the actual costs associated with that allowance item unless otherwise stated in the specific measurement and payment provisions under allowance items.

Allowance work shall be paid for on a time and materials basis.

Time and materials sheets shall be signed daily by the Engineer or its representative to confirm labor hours worked, equipment hours worked, and materials incorporated into the Work.

Labor hours worked shall be recorded daily for each person. The labor will be classified by craft. Actual labor rates will be supported by certified payroll or other payroll documentation agreed to by the Engineer.

Equipment hours worked shall be recorded daily for each piece of equipment used to perform the work.

Equipment rates shall be as defined in the General or Supplemental Conditions.

Material shall be identified with the costs supported by invoice.

Profit and overhead shall be compensated for in accordance with the Contractor's Fee as defined in the General Conditions.

Labor and equipment rates used in pricing out the work shall be as defined in the General Conditions.

APPLICATION FOR PAYMENT

Provide a Summary Sheets and breakdown sheets equivalent to those of EJCDC document C-620, Contractor's Application for Payment forms.

PROJECT COSTS

01000 – Mobilization/Demobilization (LS) –

This bid item includes, but is not limited to, all costs associated with mobilization and demobilization of equipment, personnel, and materials to and from the project site for completion of the construction. Twenty five percent (25%) of the lump sum will be paid after mobilization onto the site, fifty percent (50%) will be paid as proportionate amounts of the project are completed, and twenty five percent (25%) will be paid after the issuance of the Certificate of Substantial Completion.

01100 – Taxes/Bonds/Insurance (LS) –

01570 – Construction Traffic Control (LS) –

This bid item includes the cost for preparation of a traffic control plan, submittal to agencies, and implementation of the approved traffic control plan to perform the work outlined in this contract. Including, but not limited to supplying the materials, tools, labor, pilot cars, and signage as required by the approved plan. The plan must be reviewed and approved by the respective local, state, or federal agencies. This bid item is set up as lump sum and will pay out proportionally to percentage of contract work completed in which traffic control services are rendered. See Montana Public Works Specifications Section 01570, MDT requirements, MUTCD, and Special Provisions.

02111 – Pulverize & Remove Asphalt Pavement (SY) –

This bid item includes, but is not limited to, all costs associated with providing the materials, labor, tools, permits, or incidentals required to remove existing asphalt pavement. This bid item is paid for on a square yard basis. See Montana Public Works Specifications Section 02112.

02121 – Grade Existing Surface (LS) –

This bid item includes, but is not limited to, all costs associated with providing the materials, labor, tools, permits, or incidentals required to grade the existing non-asphalt surface to a smooth, pave-able surface with adequate drainage. This bid item is paid for on a lump sum basis. See Montana Public Works Specifications Section 02230.

02221 – Crushed Base Course (CY) –

This bid item includes, but is not limited to, all costs associated with providing the materials, labor, tools, permits, or incidentals required to place crushed base course in conjunction with grading the existing surface. This bid item is paid for on a cubic yard basis. See Montana Public Works Specifications Section 02235.

02511 – Install 3” Asphalt (SY) –

This bid item includes, but is not limited to, all costs associated with providing the materials, labor, tools, permits, or incidentals required to place 3” thick Type B Asphalt Concrete for construction of the street. This bid item is paid for on a square yard basis. See Montana Public Works Specifications Section 02528.

02528 – Concrete Curb and Gutter (LF) –

This bid item includes, but is not limited to, all costs associated with providing the materials, labor, tools, or incidentals required to place concrete combined curb and gutter as indicated on the plans. Base gravels are included in this pay item. The bid item will be paid for on a linear foot basis of curb and gutter installed. See Montana Public Works Specifications Section 02528.

02530 – Concrete Pin-Down Curb (LF) –

This bid item includes, but is not limited to, all costs associated with providing the materials, labor, tools, or incidentals required to place concrete pin-down curb as indicated on the plans. The bid item will be paid for on a linear foot basis of curb installed. See Montana Public Works Specifications Section 02529.

02550 – 4” Concrete Sidewalk (SF) –

This item is measured and paid for by square feet of 4” concrete sidewalk in-place. Price and payment is full compensation for all materials, placing at least four (4) inches of 3/4” minus crushed gravel base, forms (including ADA compliant pedestrian ramps), concrete, curing of concrete, all pre-molded mastic material for expansion joints, contraction joints, and all equipment, tools, labor, and for the performance of all work and incidentals necessary to complete the item. See Montana Public Works Specifications Section 02529.

02551 – 6” Concrete Pedestrian Ramp (SF) –

This bid item is measured and paid for by square feet of 6” concrete sidewalk in-place. Price and payment is full compensation for all materials, placing at least four (4) inches of 3/4” minus crushed gravel base, forms (including ADA compliant pedestrian ramps), concrete, curing of concrete, all pre-molded mastic material for expansion joints, contraction joints, and all equipment, tools, labor, and for the performance of all work and incidentals necessary to complete the item. See Montana Public Works Specifications Section 02529.

02552 – Detectable Warning Panels (EA) –

This item is measured and paid for by each of 2-foot-wide detectable warning panel for ADA compliant pedestrian ramps, and includes all equipment, tools, labor, and for the performance of all work and incidentals necessary to complete the item. See Montana Public Works Specifications Section 02529.

02583 – Signing & Striping (LS) –

This bid item includes, but is not limited to, all costs associated with providing the materials, labor, tools, or incidentals required to remove, replace, install any sign assemblies as indicated on the plans, as well as any pavement markings as indicated on the plans. The bid item will be paid for on a lump sum basis. See Montana Public Works Specifications Section 02581, as well as the Manual on Uniform Traffic Control Devices (MUTCD).

02920 – Landscape Rock (CY) –

This bid item includes, but is not limited to, all costs associated with providing the materials, labor, tools, or incidentals required to place landscape rock as indicated on the plans. The bid item will be paid for on a cubic yard basis of landscape rock installed.

02931 – Landscape Fabric (SY) –

This bid item includes, but is not limited to, all costs associated with providing the materials, labor, tools, or incidentals required to place landscape fabric in conjunction with landscape rock as indicated on the plans. The bid item will be paid for on a square yard basis of landscape fabric installed.

EXECUTION - (NOT USED)

END OF SECTION