

CONSTRUCTION SERVICES AGREEMENT

Mark Ct. Pump House

This Agreement is made and entered into December 1st, 2023, between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802-4297, referred to here as “City,” and **Jackson Contractor Group**, 5800 U.S. Hwy 93 S, Missoula, MT 59804, referred to here as “Contractor.”

In consideration of the mutual covenants and agreements contained here, the receipt and sufficiency of the same being acknowledged, the parties agree as follows:

- 1. Purpose:** City agrees to hire Contractor as an independent contractor to perform services for City described in the Scope of Work, attached as Exhibit A, and by reference made a part of this agreement.
- 2. Effective Date:** This agreement is effective on the date of its execution.
- 3. Scope of Work/Task Deadlines:** Contractor will perform the work and provide the services in accordance with the requirements of Exhibit A.
- 4. Payment:** City agrees to pay Contractor an amount not to exceed **One Hundred Eight Thousand Four Hundred Sixty-Nine Dollars (\$108,469.00)** for services performed pursuant to the Scope of Work. Contractor was selected based on a procurement process for Construction Manager/General Contractor (CMGC) services in accordance with MCA 18-2-502. While a typical CMGC process involves an initial pre-construction design contract, that step is not required with this relatively simple project.

Any alteration or deviation from the described work that involves extra costs will be performed by Contractor after written request by the City and will become an extra charge over and above the agreement amount. The parties must agree in writing upon any extra charges.

- 5. Independent Contractor Status:** The parties agree that Contractor, is an independent contractor for purposes of this agreement and the parties agree that Contractor is and shall be an independent contractor when performing services pursuant to this agreement. Contractor is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers’ compensation coverage for all members and employees of Contractor’s business, except for those members who are exempted by law.

Contractor shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnity and Insurance: For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or Contractor's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Contractor agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Contractor or Contractor's agents or employees.

For this purpose, Contractor shall provide City with proof of Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation—statutory
- Employers' Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Commercial General Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Automobile Liability—\$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate
- Professional Liability—\$1,000,000 per claim; \$2,000,000 annual aggregate

The City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

7. Warranty: Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that he or she will be liable for any breach of this warranty for the lesser of a period of one (1) year from the time services are completed or any warranty described in the Scope of Services.

8. Compliance with Laws: Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. Contractor agrees to obtain, and maintain for the duration of its work for the City pursuant to this Agreement, a City business license. Contractor acknowledges and agrees that the City will make no payment under this Agreement until a valid City business license has been obtained.

9. Contractors' Gross Receipts Tax: Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from

earnings one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars (\$80,000) or more.

10. Minimum Wage Rates: In accordance with Montana Law (Section 18-2-403, MCA), on contracts for state, county, municipal school construction, heavy highway, or municipal construction, repair, or maintenance work under any of the laws of the state, the Contractor shall give preference to the employment of bona fide Montana residents in the performance of said contract, and shall further pay the standard prevailing rate of wages including fringe benefits and travel allowances in effect as paid in the county or locality in which the work is being performed. The provisions of Section 18-2-409, MCA, requires 50 percent of the workers on the project to be Montana residents.

The minimum wages, if included as a part of the contract documents, are not controlling except as to the minimum for the purpose of the Davis-Bacon Act; therefore, it is incumbent upon each employer to pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. The prevailing wage rate schedule in effect at the time this project is first advertised shall be used throughout the duration of the contract as prescribed in Administrative Rules of Montana (ARM) 24.17.127(1)(c).

“Standard Prevailing Rate of Wages” is defined by Section 18-2-402, MCA, as including wages, fringe benefits for health and welfare and pension contributions, and travel allowance which are paid in the city or locality by other contractors for work of a similar character performed in the county or locality by each craft, classification, or type of worker needed to complete a contract.

In accordance with Montana Law (Section 18-2-422, MCA), each contractor and employer shall maintain payroll records in a manner readily capable of being certified for submission under MCA 18-2-423, for not less than three years after the Contractor’s completion of work on this project.

Travel allowance, if applicable, may or may not be all inclusive of “travel” and/or subsistence and travel time due employees. It is incumbent on the employer to determine the amounts due for each craft employed according to the method of computation outlined for each craft where applicable.

To comply with Section 18-2-406, MCA, the Contractor performing work or providing construction services 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.

Per Montana Law, (Section 18-2-407, MCA), any contractor, subcontractor, or employer who pays workers or employees at less than the standard prevailing wage as established under the public works contract shall forfeit a penalty at a rate of up to 20% of the delinquent wages plus

fringe benefits, attorney fees, audit fees, and court costs. Money collected under this section must be deposited in the Montana general fund. A contractor, subcontractor, or employer shall also forfeit to the employee the amount of wages owed plus \$25 a day for each day that the employee was underpaid.

Copies of the current prevailing rate of wages may be obtained from the Montana State Department of Labor and Industry, Labor Standards Division, Helena, Montana.

Any infractions of the Laws of the State of Montana covering labor will be forwarded to the State of Montana, Department of Labor and Industry, Labor Standards Division.

The contractor performing work on a “public works contract” shall not pay less than the latest Montana Labor Standard Provisions minimum wage as determined by the U.S. Secretary of Labor. A copy of said wage rate is attached as part of the contract documents. The provisions of this part do not apply in those instances in which the standard prevailing rate of wages is determined by federal law. “Public works contract” means a contract for construction services let by the state, county, municipality, school district, or political subdivision or for non-construction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000.

Contractor shall utilize the Montana Statewide Davis-Bacon Heavy Construction Wage Rates included in the Montana Prevailing Wage Rate Schedule for Heavy Construction effective January 22, 2020, which is attached as Exhibit B.

11. Nondiscrimination and Affirmative Action: Contractor agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, vaccination status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula’s Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled “Human Rights” or forfeit the right to continue such business dealings.

The City’s Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor’s designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, vaccination, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment

opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

12. Default and Termination: If either party fails to comply with any condition of this agreement at the time or in the manner provided for, the other party, at its option, may terminate this agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this agreement.

13. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified or altered except by written amendment signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

14. Liaison: City's designated liaison with Contractor is **Logan McInnis** and Contractor's designated liaison with City is **Stephen Thomas**.

15. Applicability: This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

16. Signing of Contract: The contract may be signed in counterparts and signed electronically by all parties.

IN WITNESS WHEREOF, the parties here have executed this instrument the day and year first above written.

CONTRACTOR:

MAYOR
City of Missoula, Montana

Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

City Clerk

City Attorney

(SEAL)

Mark Ct Pump House

Executive Summary

1. Pricing is based on field discussions with Jackson Contractor Group and Missoula Department of Public Works. Scope includes removal Siding and sheathing on the North wall, excavating and installing a new concrete retaining wall on the North and East sides, replacing water damaged siding and fascia (see details below).

Schedule

Anticipated work to be started in December 2023. Our plan is to complete the pump house repairs in the following order from start to finish:

- 4th and Catlin Pump House
- St. Thomas Dr. Pump House
- Mark Court Pump House

Notable Risks and Challenges

1. Existing unknown conditions under roof and behind walls.
2. There is no cost included for mold or asbestos abatement.
3. Coordinating work and access to the work with the neighbors.
4. Unknown irrigation of sod around building.

Notable Budget Assumptions/Clarifications

Division 1 – General Conditions

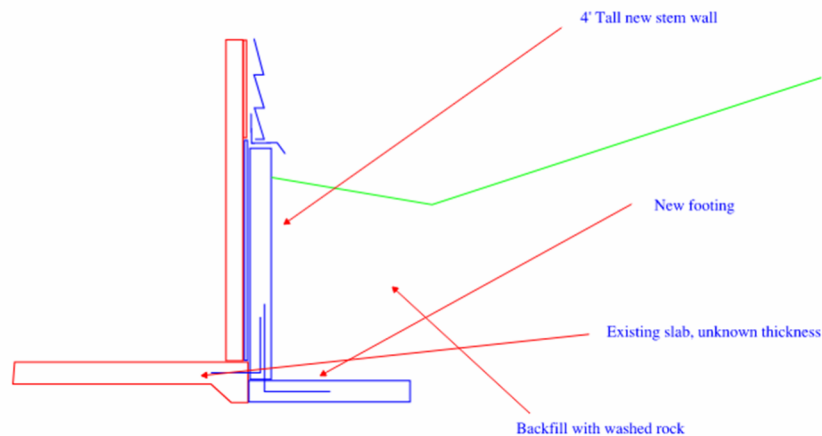
1. Project planning and supervision.
2. Structural design of the retaining wall.

Division 2 – Existing Conditions

1. Demo of existing siding as needed on the South and East walls that are water damaged.
2. Demo of sheathing behind siding removed.
3. Removal of insulation as needed where siding and sheathing is removed.

Division 3 – Concrete

1. New concrete retaining wall and footing tight to the new sheathing installed on the North and East walls. Sketch below.



Division 6 – Wood, Plastics, and Composites

1. New exterior grade sheathing where removed.
2. New siding where siding has been removed.

Division 7 – Thermal & Moisture Protection

1. Damproofing new retaining wall and footing.
2. New wall insulation where removed.
3. Flashing at top of retaining wall.
4. New Gutters and down spouts.

Division 8 - Openings

1. One new metal door slab. Existing hardware to be re-used.

Division 9 – Finishes

1. Painting of exterior siding.

Division 32 – Excavation

1. Excavation for new footing and retaining wall.
2. Backfill with drain rock around the new retaining wall.
3. Trench shoring as needed for concrete work.
4. Erosion control.

Division 32 – Exterior Improvements

1. Allowance of \$5,000 for irrigation repairs.
2. Topsoil replacement.
3. Replacing disturbed area with sod.



Budget Summary:

Description	Total Amount
01000.000 GENERAL REQUIREMENTS	17,280
02000.000 EXISTING CONDITIONS	2,290
03000.000 CONCRETE	16,411
06000.000 WOOD & PLASTICS- (ROUGH)	1,672
07000.000 THERMAL & MOISTURE-PROOF	8,998
08000.000 DOORS & WINDOWS	1,280
09000.000 FINISHES	1,600
310000.000 EARTHWORK	37,206
320000.000 EXTERIOR IMPROVEMENTS	8,870

Estimate Totals

Description	Amount	Totals	Rate
Labor	36,180		
Material	16,761		
Subcontract	19,848		
Equipment	22,818		
Other	_____		
Direct Costs of Construction	95,607	95,607	
Procore Management Fee	136		0.125 %
Builders Rick Insurance	957		1.000 %
General Liability	922		0.850 %
Performance & Payment Bond	1,085		1.000 %
Standard Contractor Fee	8,677		8.000 %
Contract Value	11,777	107,384	
Gross Receipts Tax	1,085		1.000 %
Total		108,469	

Exclusions:

1. Permit
2. Any electrical, plumbing, or mechanical work.
3. Removal and re-installation of conduits on walls or ceilings – By owner.
4. Asbestos or mold abatement.

Project name 1.2023.99 Mark Ct

Item	Description	Takeoff Qty		Total Amount
01000.000 GENERAL REQUIREMENTS				
01101.500	Personnel Supervision			
	Job Superintendent	80.00	hr	8,640
	Personnel Supervision			8,640
01300.000	Project Management			
	Project Manager	30.00	hr	3,180
	Project Management			3,180
01514.000	Temporary Fencing			
	Temporary Fencing	180.00	lf	3,060
	Temporary Fencing			3,060
01651.000	Engineer / Architect Fees			
	Structural Design Fee	1.00	ls	2,400
	Engineer / Architect Fees			2,400
	GENERAL REQUIREMENTS			17,280
	110.00 Labor hours			
02000.000 EXISTING CONDITIONS				
02050.000	DEMOLITION			
	Disposal	1.00	each	730
	DEMOLITION			730
02060.000	Sel. Demo- In-House Labor			
	Demo - Siding, Fascia, Insulation, Sheeting as needed	24.00	hr	1,560
	Sel. Demo- In-House Labor			1,560
	EXISTING CONDITIONS			2,290
03000.000 CONCRETE				
03050.400	Concrete Pump			
	Pump Charge- Budget per CY	3.00	cy	600
	Concrete Pump			600
03110.000	Misc. Form Accessories			
	Form acc.'s/ misc. material/small tools	106.00	sfca	80
	Form acc.'s/ misc. material/small tools	256.00	sfca	192
	PVC Waterstop 6"	32.00	lf	936

Item	Description	Takeoff Qty	Total	
				Amount
	Misc. Form Accessories			1,208
03210.120	Rebar Budget-#/CY			
	Rebar - Budget - #/CY, JCG install	410.00 lb		1,481
	Rebar - Budget - #/CY, JCG install	380.00 lb		1,449
	Rebar Budget-#/CY			2,929
03310.101	Footing Forms-Labor			
	Finegrade Misc Rake & Level - sf	200.00 sf		200
	Labor @ Form Continuous Footing, single use	50.00 lf		1,560
	Footing Forms-Labor			1,760
03310.103	Footing Forms-Matl			
	Footing Form 1 use - sfca	106.00 sfca		318
	Footing Forms-Matl			318
03310.310	Pour Footing Concrete			
	Footing 3500psi	5.80 cy		1,102
	Footings - Place by pump	5.80 cy		1,040
	Pour Footing Concrete			2,142
03310.315	Pump Footing Concrete			
	Pump Charge-Pad Footings- Avg overall cost per cy	5.80 cy		870
	Pump Footing Concrete			870
03330.101	Wall Form Labor			
	Labor @ Wall Forms < 4 , 1 use	256.00 sfca		3,640
	Wall Form Labor			3,640
03330.103	Wall Forms - Matl Only			
105	Plywood Wall Form 1 use to 8'	256.00 sfca		1,024
	Wall Forms - Matl Only			1,024
03330.310	Wall Concrete			
35	Wall 3500psi	3.00 cy		570
100	Place Concrete Walls avg. productivity	3.00 cy		1,040
	Wall Concrete			1,610
03390.120	Vertical Concrete Finish			
40	Patch Tie Holes	256.00 sf		310

Item	Description	Takeoff Qty	Total	
				Amount
	Vertical Concrete Finish			310
	CONCRETE			16,411
06000.000	WOOD & PLASTICS- (ROUGH)			
06140.000	Wall Sheathing - Gyp			
	Ext Gyp Sheathing 5/8	288.00 sf		1,672
	Wall Sheathing - Gyp			1,672
	WOOD & PLASTICS- (ROUGH)			1,672
07000.000	THERMAL & MOISTURE-PROOF			
07150.000	Dampproofing on Concrete			
	Dampproof Sub per SF	128.00 sf		768
	Dampproofing on Concrete			768
07151.000	Dampproof- Vapor Barrier			
	Tyvek Air Barrier	300.00 sf		670
	Dampproof- Vapor Barrier			670
07200.000	Insulation			
	R-21 fiberglass batt insulation, self install	200.00 sf		920
	Insulation			920
07466.000	Wood Siding			
	Cement Board siding L&M	350.00 sf		4,010
	Wood Siding			4,010
07620.000	Sheetmetal: Flashing			
	Flashing Sub Budget Lf, Avg	60.00 lf		360
	Sheetmetal: Flashing			360
07623.000	Sheetmetal: Guttr Dwms			
	Gutter Sub LF	37.00 LF		1,850
	Downspout Sub LF	30.00 LF		420

Item	Description	Takeoff Qty	Total	
				Amount
	Sheetmetal: Guttr Dwns			2,270
THERMAL & MOISTURE-PROOF				8,998
<hr/>				
08000.000	DOORS & WINDOWS			
<hr/>				
08100.120	Hollow Metal Door- Labor			
	Metal Door	1.00 each		1,280
	Hollow Metal Door- Labor			1,280
DOORS & WINDOWS				1,280
<hr/>				
09000.000	FINISHES			
<hr/>				
09910.000	Painting: Exterior			
	Ext. Painting Sub, Scfa Avg	400.00 sf		1,600
	Painting: Exterior			1,600
FINISHES				1,600
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310000.000	EARTHWORK			
<hr/>				
310900.000	CIVIL EQUIPMENT			
	Excavator 138	4.00 wk		8,796
	908 Loader	4.00 wk		5,700
	Water Trailer	4.00 wk		1,596
	bedding box	4.00 wk		1,316
	Fuel	224.00 gal		1,120
	Mob & De-Mob Equipment	6.00 each		1,800
	CIVIL EQUIPMENT			20,328
	640.00 Equipment hours			
311100.000	CLEAR AND GRUB			
	Clear, Grub, and strip topsoil	372.00 SF		2,708
	CLEAR AND GRUB			2,708
	24.00 Labor hours			
312300.000	EXCAVATION AND FILL			
	General Site Excavation	45.00 cy		3,675
	Grade for Footings	40.00 Lf		840
	Backfill Washed Rock	38.00 cy		3,450
	EXCAVATION AND FILL			7,965
	60.000 Labor hours			
312500.000	EROSION CONTROL			
	SWPPP	150.00 LF		945

Item	Description	Takeoff Qty	Total	
				Amount
	EROSION CONTROL			945
313200.000	SOIL STABILIZATION			
	Filter Fabric	380.00 SF		2,140
	SOIL STABILIZATION			2,140
314000.000	SHORING			
	Shore Trench w/ Eco Blocks	8.00 EA		3,120
	SHORING			3,120
	EARTHWORK			37,206
320000.000	EXTERIOR IMPROVEMENTS			
328400.000	IRRIGATION			
	Irrigation Sub. Lump Sum	1.00 LS		5,000
	IRRIGATION			5,000
329100.000	PLANTING PREP			
	Replace & Spread Topsoil, sub avg.	558.00 SF		2,190
	PLANTING PREP			2,190
329200.000	TURF & GRASSES			
	Sodding, Sub. Avg.	560.00 sqft		1,680
	TURF & GRASSES			1,680
	EXTERIOR IMPROVEMENTS			8,870

Estimate Totals

Description	Amount	Totals	Rate
Labor	36,180		
Material	16,761		
Subcontract	19,848		
Equipment	22,818		
Other			
Direct Costs of Construction	95,607	95,607	
Procure Management Fee	136		0.125 %
Builders Rick Insurance	957		1.000 %
General Liability	922		0.850 %
Performance & Payment Bond	1,085		1.000 %
Standard Contractor Fee	8,677		8.000 %
Contract Value	11,777	107,384	
Gross Receipts Tax	1,085		1.000 %
Total		108,469	

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

Effective: January 14, 2023

*Greg Gianforte, Governor
State of Montana*

*Laurie Esau, Commissioner
Department of Labor & Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at erd.dli.mt.gov/labor-standards 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 or by contacting the department at (406) 444-6543.

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

LAURIE ESAU
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of January 14, 2023

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, Miles City, Missoula and Sidney.”*

I. Zone Pay

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

J. Computing Travel Benefits

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

K. Per Diem

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

L. Apprentices

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

M. Posting Notice of Prevailing Wages

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

N. Employment Preference

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

O. Projects of a Mixed Nature

Section 18-2-408, 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
\$34.12	\$31.68

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
\$32.32	\$16.78

Travel:

0-70 mi. free zone

>70-90 mi. \$60.00/day

>90 mi. \$80.00/day

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CARPENTERS

Wage	Benefit
\$33.50	\$14.07

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:

No zone pay established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$29.11	\$13.80

This group includes but is not limited to:

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

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
\$29.70	\$13.80

This group includes but is not limited to:

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

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
\$30.65	\$13.80

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
\$31.65	\$13.80

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	\$13.80

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	\$13.80

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	\$13.80

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	\$11.82

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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
\$26.40	\$11.82

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
\$26.07	\$12.44

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	\$11.82

This group includes but is not limited to:

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

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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.

DIVER TENDERS

Wage	Benefit
\$43.98	\$17.84

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

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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.

DIVERS

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

Depth Pay (Surface Diving)

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

Diving In Enclosures

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

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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
\$36.69	\$16.93

Travel:
No mileage due when traveling in employer's vehicle.

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

- 0-18 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
\$41.07	\$19.87

Duties Include:
Insulate pipes, ductwork or other mechanical systems.

Travel:
All Districts
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. \$105.00/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 – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
\$30.53	\$27.91

Duties Include:

Cut, bend, tie, and place rebar.

Travel:

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

Special Provision:

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

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
\$30.53	\$27.91

Duties Include:

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

Travel:

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

Special Provision:

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

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LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
\$37.26	\$17.93

Duties Include:

All work on substations

Travel:

No Free Zone
\$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$29.09	\$17.24

Duties Include:

All work on substations

Travel:

No Free Zone
\$60.00/day

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$48.65	\$19.06

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

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MILLWRIGHTS

Wage	Benefit
\$42.58	\$14.57

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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PAINTERS

Wage	Benefit
\$25.00	\$0.00

Travel:
No travel or per diem established.

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PILE BUCKS

Wage	Benefit
\$33.50	\$14.07

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

Duties Include:

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

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PILOT CAR DRIVERS

No Rate Established

Zone Pay:
No zone pay established.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
\$38.56	\$20.61

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: \$110.00/day.
-

SPRINKLER FITTERS

Wage	Benefit
\$35.66	\$24.29

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.

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Travel

All Districts

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

- 0-60 mi. free zone
- >60-80 mi. \$21.00/day
- >80-100 mi. \$31.00/day
- >100 mi. \$115.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle.

Per Diem

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

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

- 0-100 mi. free zone
- >100 mi. \$105.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back.
- >100 mi. \$115.00/day

TRUCK DRIVERS

	Wage	Benefit
Truck Driver	\$31.28	\$11.96

Truck drivers include but are not limited to:

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

Zone Pay:

All Districts

0-30 mi. free zone

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

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

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