

City of Missoula

Public Safety and Health Committee Agenda

Date: February 24, 2021, 2:45 PM - 3:15 PM

Location: ZOOM Webinar

Members: Stacie Anderson (chair), John P. Contos, Mirtha Becerra, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, Heidi West

Attend by computer:

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Issues? Call the City Clerk 406-552-6078.

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Pages

1. ADMINISTRATIVE BUSINESS

1.1. Roll Call

1.2. Approval of the Minutes

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2. PUBLIC COMMENT

3. COMMITTEE BUSINESS

3.1. Contract with EPICC, LLC for renovations at the Catlin St. Police Facility

Jaeson White

11

Recommended motion:

approve and authorize the Mayor to execute and sign a contract with EPICC, LLC for renovations at the Catlin St. Police Facility

4. ADJOURNMENT

Missoula City Council Public Safety and Health Committee Minutes

February 3, 2021

3:00 PM

ZOOM Webinar

Members present: **Stacie Anderson (chair), John P. Contos, Mirtha Becerra, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, Heidi West**

1. ADMINISTRATIVE BUSINESS

1.1 Roll Call

Roll call was taken and everyone is present.

1.2 Approval of the Minutes for January 6, 2021

Minutes have been approved.

3. COMMITTEE BUSINESS

3.1 Firearm Safety

Stacie Anderson, Chair

The lead sponsor of the resolution, Ms. Vasecka, will now give a presentation.

Sandra Vasecka

I'm here to ask the council to adopt a resolution for firearm safety. This is not a pro-gun or an anti-gun resolution. This is purely about firearm safety. One of the things that this resolution promotes, not requires, is a brief firearm safety brochure to be taught to first through third graders. It is an easy and quick pamphlet to teach the students the important rule of not touching a firearm. And if a friend touches a firearm, you leave, and tell an adult. This is crucial because, even if your household does not have any firearms, it is estimated that up to 90 to 95% of households in Montana do have firearms. Most homes probably have their firearm safely locked up, but it is a great step to know that your child knows what to do when they do see a firearm.

I would encourage everyone to look at and teach their kids the handout on attachment B with the Safe Brochure. This resolution also promotes hunter safety education in schools. This resolution is not requiring hunter safety in schools. It is purely saying that the city backs this curriculum. This stance is supported by state law in Montana Code Annotated 2019 20-7-132 which states, "The trustees of a district are encouraged to establish and maintain a firearms safety education course. The trustees may adopt a course of instruction developed by the department of fish, wildlife, and parks, a law enforcement agency, or a firearms association as its firearms safety education course. Instructors from the department of fish, wildlife, and parks, a law enforcement agency, or a firearms

association or a person recognized by the trustees as having expertise in firearms safety education may be used to provide the instruction.”

This is also supported by this Superintendent of Public Instruction and I asked that the city just follow suit. Firearm safety should be taught to anyone who handles a firearm, but there are a lot of limitations on how one can access these programs. Currently, they're taught outside of school hours and many school aged children lack the resources, the funds, transportation and/or time necessary to complete these programs. Especially as a female, I think it is important to make hunter safety education available. If hunter safety is made available in schools, it will be purely voluntarily, not mandatory, much like driver's education. It would be taught by a certified hunter teacher.

When I spoke with FWC. They told me that there are many retired folks who would be interested in getting certified or are already certified and would love to teach the class. It is quite possible that there are teachers already in the classroom who would be interested in getting certified, or are already certified to teach this class. What I am proposing with this resolution is to encourage schools to add this program, at the school's discretion, as an elective as a before/after school program to participate in voluntarily, not taking away any current curriculum.

Finally, as many of you in the audience remember, and some folks were on council at the time, it was voted in 2016 to establish an ordinance for mandatory background checks for the private transfer of firearms. That ordinance was then overturned. This resolution promotes the individual's duty to responsibly follow a procedure when selling, buying or transferring a firearm to another private individual.

This resolution is purely about promoting safety. I want to be clear this is purely promoting, not requiring firearm safety. We live in Montana where a favorite pastime is shooting, hunting and collecting firearms. Like I mentioned before, up to 90 to 95% of households in Montana do have firearms. In a perfect world, every firearm would be locked up safely and securely, but this is not a perfect world and mistakes are made. It is a responsible thing to at least teach our kids not to touch a firearm without proper supervision.

Stacie Anderson

So, we've had a presentation on the resolution. I will now open it up to questions from council members.

Julie Merritt

I am curious, where that statistic of that 90 to 95% of households in Montana own guns. What's the source for that statistic?

Sandra Vasecka

I read it on the Be Safe brochure and I also read it in a Gun Laws of Montana book by Gary Marbut and on the Montana Shooting Sports Association website. I also read another statistic that 33% of households nationwide have guns in the home.

Julie Merritt

I believe that the data is very dated and question if we should be relying on that. Also, I wonder if there is any evidence that this program prevents children from handling firearms.

Sandra Vasecka

I do not know, but I would be happy to look into that and get that to you.

Julie Merritt

(Will send a study to Ms. Vasecka that reads that children do not actually carry out the instructions as taught, but merely parrot back the instructions given to them.)

Amber Sherill

I would like to see more research regarding age appropriateness of firearm safety being taught to children of 6 to 8 years old. She states that Montana Code Annotated that was referred to earlier was speaking of school districts and not City Council. This sounds like a curriculum request that should be handled by the school board. Would also like to see the statistics that Ms. Merritt mentioned earlier.

Sandra Vasecka

I'm not suggesting that this be a curriculum to replace anything or to be actually be a class. It's just a quick brochure to have at assembly for 10 minutes, maybe an hour, just once a year, maybe. Like, like I said, this is just something promoting firearm safety because it is up to the school board, it is up to the trustees. I was not elected to a school board. This is just purely having the city say that we encourage this to be in school so that it gives them an opportunity to discuss it to talk about it. Purely up to the schools to decide. It is not getting a curriculum in the schools.

Just like the Montana code says, and as we are a legislative official, it is our duty to uphold state law. So I'm just bringing attention that state law is encouraging this. As I've said, it's not part of the curriculum. It's like when firefighters come in and teach, stop, drop and roll, or you're taught not to put a fork in a light socket, or anything like that.

Gwen Jones

Asked who Gary Marbut is. Feels that this is part of the Missoula County Public Schools jurisdiction and not our place.

Sandra Vasecka

States that she is working with Mr. Marbut solely on the issue of firearm safety.

Jesse Ramos

It seems a little bit ungenue from folks on the on the council saying that this is not really in our purview to weigh in on.

(Jesse Ramos brought up the letter of support that was written to the Majory Stoneman Douglas High School in Florida and questioned the weighing in on that situation when it might be out the council's purview also.)

So that's just kind of my thought it seems inconsistent that It doesn't seem sincere that folks are all of a sudden, concerned about maybe the separation of school board and City Council because all this does is suggest that it might be a good idea. It doesn't say you have to do this, you have to teach this way, just saying we support the general idea of the fee. Just like in the Marjory Stoneman Douglas letter that we hoped for sensible solutions to school gun violence, this appears to me to be a very sensible solution on teaching kids at a young age that weapons are very powerful. With great power comes great responsibility.

Gwen Jones

So I just want to point out the letter we wrote to the Marjory Stoneman Douglas High School in Parkland, Florida that was in support of them. It wasn't dictating their curriculum. So it's a big, big difference.

Online research reveals that gun education for first graders is, not only controversial, but can be extremely ineffective and actually have unintended consequences if it's not done correctly. There's actually a lot of research and child psychology behind how to do it appropriately. So I think there's a lot of issues to discuss here and that's why you look at the data.

Stacie Anderson

I'd like to ask the sponsors, why this particular curriculum was selected to endorse comparative to other curriculum? What stood out about this particular curriculum and why you decided to make the choice to go forward with it?

Sandra Vasecka

A lot of the other curriculum was teaching parents to lock up their guns, but I couldn't find any other curriculum that would teach kids not to touch the guns.

Stacie Anderson

Asked if Gary Marbut requested that Ms. Vasecka bring this resolution before the committee or did she initiate it herself.

Sandra Vasecka

I personally was working on this before the coronavirus hit. I reached out to FWP and some school officials asking how I could help get FWP hunters education programs into schools. I was told by FWP that the schools have to reach out to them and then I started reaching out to the school officials and they said that it's just not something that they're comfortable doing. It's because it's really controversial. So yes, it is essentially up to the schools, but hunters FWP is really excited about getting into schools because everyone wants hunters to be safe. So when Gary published that article, I took it as a kickstarter to reintroduce the idea.

When reaching out to schools encouraging connection with FWP regarding firearm safety, only one school responded to the email and calls. The rest did not.

Heidi West

I am making the motion, but will not vote for it because it is not appropriate for the City Council to weigh in on this matter. It is up to the Missoula County School Board of Trustees or school PTA's to bring up the issue.

Mirtha Becerra

I would like to know from the sponsors, why the education is being targeted to first through third graders and do you know of other school districts that have taken on this curriculum?

Sandra Vasecka

That is what the Montana Shooting Sports Association (MSSA) recommends. I'd be happy to look into why those grades and get back to you on that. I do not know of any other school districts that have adopted this curriculum.

Mirtha Becerra

Is this education done by one entity, Fish, Wildlife and Parks and do they have the staff necessary to do this?

Sandra Vasecka

The FWP has some people on staff that do it, but then they also take in anybody who wants to get certified to teach. I would have to reach out the FWP and find out about the details.

This resolution is encouraging one to be safe program, and then there is a completely separate part encouraging hunter safety in schools, and then a completely separate part encouraging the proper knowledge when transferring firearms.

The Be Safe Program would just be a brochure that is available to teachers, and if it's approved by the school board. It's just available to print out and teach their kids a quick 10 minute thing provided by the MSSA. The second one is encouraging FWP to be allowed in schools to teach hunters education, and then the third thing is just the city saying, here is a guideline on how to sell you're firearm properly within state law.

Heather Harp

Was there any other possible age groups that there was curriculum type materials for?

Sandra Vasecka

I'm sure that it could be developed for other grades and I'd be happy to find out if there's a curriculum for older students. I'd also be happy to work with you all to amend this resolution if we can come to an agreement.

Danette Fadness, Missoula resident, grandmother, suicide prevention educator

I can tell you that for my suicide prevention education that it's more like around 65% of our Montana households that do own firearms, for those who are looking for those statistics. I'm here to say that the Be Safe Program brochure that they've been talking about is not developmentally appropriate education for six to eight year old kids, and at last, lacks best practices in the practice firearm safety measures.

The American Academy of Pediatrics, the CDC Safe Kids Worldwide, Every Town for Gun Safety, the Be Smart Program and suicide prevention programs all agree, the onus is on adults to keep kids safe by responsibly storing their guns unloaded lock and out of reach inside of youth with ammunition locked in stored separately. It is always an adult's responsibility to keep kids safe, prevent unauthorized access to guns, not a curious kid's responsibility to avoid guns. However, it is important to teach kids not to touch guns if they find one, and to tell an adult right away. Simply talking to kids about guns, is a precaution, not a guarantee of safety. Kids are curious and they may find and touch an unsecured gun, even if they've been told not to.

If a child handles a gun, a bad decision can quickly become a fatal one. Each year in the United States nearly 300 children aged 17 and under gain access to a firearm and unintentionally shoot themselves, or someone else, and over 600 more children die by suicide with a gun. Each year, 80% of those youth gained access to the firearm at home, or a relative's home. Firearm safety best practices placed the onus on adults to keep kids safe from guns, unlike the Be Safe brochure, which seeks to gun proof our kids. Although parents often believe their kids do not know where the guns are stored, research shows that 70% know where they are store and 35% of them have gained access without their parent's knowledge.

Kids are curious, don't touch is an astonishingly useless thing to tell first to third graders. In a congressional report by the Government Accountability Office they found that teaching kids not to touch guns is highly ineffective, noting most of the children were able to verbally recall the safety message, but when the children found a gun, they did not leave the area, nor tell an adult during the assessment. They found this method was only effective with intensive training, which this brochure clearly cannot provide. The brochure lacks these best practice, practice safety measures and seeks to normalize gun access for children, noting, their parents let the kids spend as much time as they want looking at the guns, talking about gun safety as soon they will be ready for their first 22 rifles. During injury prevention work, I talked with families about responsible storage, and I've given out over 5,000 gun locks to give families the tools for responsible storage and to keep our kids safe. The majority of the Be Safe brochure, 11 of about 15 paragraphs glamorize guns, teach kids how to touch guns, making it seem like because a child has received this brief education, they are ready to handle firearms, which endangers our children, and may give families, a false sense of safety. Thank you.

Bob Campbell

My name is Bob Campbell I live in ward five. I'd like to voice my support for this resolution. I feel that support from the city and adopting this resolution can serve as an impetus for schools to create and sustain firearm safety education. I've been listening to a lot of discussion here about curriculum, you know, what is it what won't be, what would be directed by this resolution in particular and I think we're missing the horse through the trees, so to speak. When I look at this resolution, I see it as a way of transmitting an ideal, more than anything else to school boards here in Missoula area and just give them the idea and the motivation to go now, and create the curriculum that they think is appropriate. And that you as a council think it is important to set up some sort of gun safety education in the classroom, and let the form of that happen with our elected school boards. And let's face it my ??? is a strong one standing tradition involving possession

use of firearms in Missoula is no exception, as discussed when we talk about hunting, targets, towards self-defense, or simply collect.

And I think that we hope that each and every owner of firearms treat them with due care and safety at all times, including storage, but unfortunately, that's not always going to be the case. There's always going to be a possibility but getting child exposed to a firearm or left out in an unsafe condition. I've heard some discussion about percentages of ownership in the Missoula area and knows that 30% isn't 90%. Obviously, I think common sense would say it's probably somewhere in between the two. But, I guess, in one sense it's neither here nor there. The fact of the matter is they're out there and people aren't always treating with respect that they deserve. And so, our kids are going be confronted, in one way shape or form, with having a firearm left out and in an unsafe condition.

As for me and my family, we have always practiced strict safety. Just a little professional personal background, I've raised four children myself to adulthood. I've had professional firearms training in both in military as a law enforcement officer in the Missoula community. As a parent, I'm always concerned about how my child's friend's parents are setting up a situation of promoting firearm safety in their households.

This is why I think gun safety education can really make a difference, be it in the classroom, hunter safety programs, state sanctioned safety programs, nothing ad hoc, offered those programs in schools as a way of increasing gun safety, and I think again curriculum wise, I think we're getting hung up here a little bit on particular curriculum.

I feel the council here is a great opportunity to claim the importance of firearm safety and minister to youth and encourage our schools to provide this much needed education. And in closing, I just like to thank councilors Vasecka, Contos, and Ramos for bringing this important resolution forward. I hope everyone on the committee here can support and adopt this resolution. Thank you for your time and thank you for your consideration.

Amber Sherrill

I want to say that I do appreciate the sponsors for considering this issue. To me this is a jurisdictional issue. Also, since the hunter's education courses accepts kids 12 year and over, I would not support anything earlier than that. I would need to see more research done other than from MSSA. I don't feel like I can support it where it is right now.

Julie Merritt

I just want to be crystal clear for Jesse, since he asked about the difference between the letter that we wrote to the Parkland community supporting them after the tragedy that they suffered and us as a lawmaking body, passing a resolution that is attempting to direct the actions of other elected officials. In my opinion, we don't have it. That would be like the school board, writing a resolution and telling us, we should do a better job of providing affordable housing because they have so many students who are homeless or at risk of homeless, and we don't do that. So, that's the difference there and I don't think it's something that you need to be confused about and is perfectly clear when the city

council as a lawmaking body passes a resolution. That's totally different than us signing on to, to support a community that's had a tragedy.

Bryon von Lossberg

I can't support the resolution and I won't. I want to be crystal clear about why because it's not because of the shared ground that we have, it's that the resolution specifically calls out a curriculum and, with respect to the public comment. It's not a nebulous general sort of thing it's a specific thing, and I will concisely say that that curriculum offered is inappropriate, not proven, and several other things, but inappropriate and the irony is not lost to me I'm actually a parent of a third grader in this and I'm a firearm owner.

When I purchased my firearms via a private transaction, I went through a background check, voluntarily, and so similarly to the specific curriculum, and I believe the lack of efficacy of that curriculum. I and one of my co-sponsors of the background checks ordinance met with Mr. Marbut and we reviewed this document about private firearm sales, there is some common ground in there. The guide references the background check system, which is not lost on me. It also recognizes an exemption for people that hold concealed carry permits, which in the course of deliberations over the background checks ordinance, we included as an exemption to our ordinance, so there's no question that there's some shared ground. There are other aspects to that guide that I find. . . ineffective would be the kindest words I could use for it, and I will not sign my name, endorsing those practices, despite the common ground around things like background checks.

Much has been said about our role in the in the school board. Other than to agree with those that have pointed out that there's nothing disingenuous about this. The only thing disingenuous is to not be able to see the difference between a letter to have support to students in the community and resolution as Ms. Merritt was talking about.

Heather Harp

Thank you, Brian I think he really articulated kind of where I'm feeling she was just trying to speak to that shared ground.

Sandy, espite some of my colleagues comments, I really do appreciate what you're trying to do. I think going to the school board in particular, and presenting this idea is the way to go about it. There are a couple other issues that I would actually join you at the table, presenting to the school board in addition to firearm safety, because we realize that more and more young people are more susceptible to suicide. So it's important to have these really hard conversations, no matter how difficult they might be. The other things that I would like to also support would be some programs that the city, county health department work on concerning sexual health and domestic violence, and supporting additional mental health resources.

Sandra Vasecka

Asked a procedural question about whether this resolution could be brought up at a future time if it failed in vote today.

Stacie Anderson

After taking a vote, if it passes, it will go on to Monday night with a recommendation to pass. If the majority of council members vote against it, it will still move on to a Monday night with a recommendation not to pass and then that dispenses with this particular resolution. It does not preclude you from bringing other resolutions having to do with firearms, but you would have to have some kind of substantive changes. You just can't redo this particular one, but that topic is not close to you.

Jesse Ramos

Thank you very much for being here, and I certainly appreciate the vibrant discussion. I hope that we can all work together to find a solution that helps with our ultimate goal. I'm just looking at the proclamation that Mayor Engen read on June 5, 2020. Anyone who can join this campaign of gun violence by wearing the color of orange on Friday, June 5 to help raise awareness about gun violence, encourage responsible gun ownership, to help keep our children safe and to do so we can keep firearms out of the wrong hands. I think that's what Vasecka, Contos and myself are all trying to do here. We're just trying to do the best that we can to try and fulfill that pledge in that proclamation as well. And I just want to say that I really admire Ms. Vasecka's bravery in bringing this before the council today. I know that it's not easy and I know that most folks understood that this was DOA. I am happy to support the motion today.

Stacie Anderson

I don't feel like I am qualified in my particular elected position to move for recommendations of a particular curriculum. I think there's a process for that. I feel as though we're overstepping our bounds. I will not be in support of this motion.

I will take the vote now.

Stacie Anderson

The motion failed on a three to nine vote, but as we stated a couple minutes earlier, it will appear on committee reports, having a do not pass recommendation from this committee. So we will have a conversation about this again on Monday night and vote on it.

Moved by: Heidi West

The committee does not recommend that City Council adopt the resolution.

AYES: (3): John Contos, Jesse Ramos, and Sandra Vasecka

NAYS: (8): Stacie Anderson, Mirtha Becerra, Heather Harp, Gwen Jones, Julie Merritt, Amber Sherrill, Bryan von Lossberg, and Heidi West

ABSENT: (1): Jordan Hess

Vote results: Failed (3 to 8)

3.2 Review items held in City Council committee

Review the follow items held in committee to determine if they require a new sponsor and/or whether or not they will continue to be held in committee.

3.2.1 Missoula Aging Services, Initiatives and Services Update - Susan Kohler

John Contos is the sponsor. He will reach out to Missoula Aging Services and ask Susan Kohler to give the yearly update when her schedule allows.

3.2.2 Health Department Update

This item will is dispensed with.

3.2.3 Missoula Municipal Code changes required by passage of LR-130

Bryan von Lossberg would like to keep as an agenda item. Stacie Anderson agreed.

4. ADJOURNMENT

End time 4:11 p.m.



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Public Safety and Health

Item: Contract with EPICC, LLC for renovations at the Catlin St. Police Facility

Date: February 18, 2021

Sponsor(s): Dale Bickell

Prepared by: Dale Bickell

Ward(s) Affected:

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input checked="" type="checkbox"/> Ward 6
<input type="checkbox"/> All Wards	<input type="checkbox"/> N/A

Action Required:

Authorize the Mayor to execute a contract with EPICC, LLC for renovations at the Catlin St. Police Facility

Recommended Motion(s):

I move the City Council: approve and authorize the Mayor to execute and sign a contract with EPICC, LLC for renovations at the Catlin St. Police Facility

Timeline:

Referral to committee:	February 22, 2021
Committee discussion:	February 25, 2021
Council action (or sets hearing):	March 1, 2021
Public Hearing:	N/A
Deadline:	N/A

Background and Alternatives Explored:

During the FY2021 budget process, the Missoula Police Department submitted a Capital Improvement Request to fund alterations to the police building located at 109 North Catlin Street. This renovation provides for a shower in an existing bathroom, changing areas and lockers, and a new exterior gate and fencing to provide additional secured parking and controlled access to exterior doors that are currently accessible by the public. The need for these facilities is even more critical with the COVID-19 virus added to the other contaminants that officers encounter on a regular basis. Currently, members of the department have to travel to and from home in personal vehicles in clothing that may be contaminated with any number of substances. The addition of the current virus can result in fatal consequences if this exposure is passed on to family members. The department is doing its best to mitigate this risk by using evidence storage space as temporary changing rooms; however, this space is not sufficient to meet the demand during shift change and is needed for its intended use.

The Police Department, working with MMW Architects, bid the project in January and EPICC, LLC was the successful responsive bidder, with a bid of \$162,171. Total project cost is

- Base bid \$162,171

- 10% Contingency \$ 16,597
- Locker Allowance \$ 30,000
- A/E Contract \$ 24,950
- Total Project \$233,718

The original CIP estimate was \$261,347 so the project is coming in under budget.

At its January 2021 meeting, the MRA approved funding for the project from URD II totaling \$233,718. This request will get construction started in March.

Financial Implications:

Links to external websites:

[FY 2021 Capital Improvement Plan](#)

[MRA Board Project Packet](#)

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Missoula
435 Ryman Street
Missoula, MT 59802

and the Contractor:
(Name, legal status, address and other information)

EPICC, LLC
2201 W. Broadway St.
Missoula, MT 59808

for the following Project:
(Name, location and detailed description)

Police Evidence Facility Remodel
109 N. Catlin Street
Missoula, MT 59801

The Architect:
(Name, legal status, address and other information)

MMW Architects P.C
125 West Alder Street
Missoula, MT 59802

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[☒] Not later than 120 (One Hundred and Twenty) calendar days from the date of commencement of the Work.

[☐] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Sixty Two Thousand One Hundred Seventy One Dollars and Zero Cents (\$ 162,171.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item
NA

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item
NA

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item
NA

Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item
NA

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$200.00 per calendar day

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 20th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

five percent

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Matt Lawson

MLawson@ci.missoula.mt.us

(406) 240-9783

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Init.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
Refer to ATTACHMENT A		

- .6 Specifications

Section	Title	Date	Pages
Refer to ATTACHMENT B			

- .7 Addenda, if any:

Number	Date	Pages
Addendum #1	12/30/20	2
Addendum #2	1/7/21	13

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Init.

[] The Sustainability Plan:

Title	Date	Pages
NA		

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Refer to Specifications			

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

ATTACHMENT C – Prevailing Wage Rates (Redundant to specifications)
ATTACHMENT D – Anti-Discrimination (Redundant to specifications)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

John Engen Mayor City of Missoula

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

ATTEST (Signature)

Martha L. Rehbein City Clerk

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:35:31 ET on 02/18/2021.

PAGE 1

City of Missoula
435 Ryman Street
Missoula, MT 59802

...

EPICC, LLC
2201 W. Broadway St.
Missoula, MT 59808

...

Police Evidence Facility Remodel
109 N. Catlin Street
Missoula, MT 59801

...

MMW Architects P.C
125 West Alder Street
Missoula, MT 59802

PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[X] Not later than 120 (One Hundred and Twenty) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Sixty Two Thousand One Hundred Seventy One Dollars and Zero Cents (\$ 162,171.00), subject to additions and deductions as provided in the Contract Documents.

...

NA

...

NA

...

NA

...

NA

...

\$200.00 per calendar day
PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 20th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

...

five percent
PAGE 6

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

...

Matt Lawson

...

(406) 240-9783
PAGE 7

Refer to ATTACHMENT A

...

Refer to ATTACHMENT B

...

<u>Addendum #1</u>	<u>12/30/20</u>	<u>2</u>
<u>Addendum #2</u>	<u>1/7/21</u>	<u>13</u>

PAGE 8

NA

...

Refer to Specifications

...

ATTACHMENT C – Prevailing Wage Rates (Redundant to specifications)

ATTACHMENT D – Anti-Discrimination (Redundant to specifications)

...

John Engen Mayor City of Missoula

...

ATTEST (Signature)

Martha L. Rehbein City Clerk

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jacob Wright, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:35:31 ET on 02/18/2021 under Order No. 2577657380 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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- A0.1 COVER SHEET

CIVIL

- C1.0 CIVIL COVER SHEET
- C1.1 CIVIL DEMOLITION PLAN
- C2.0 SITE PLAN
- C3.0 CIVIL DETAILS

ARCHITECTURAL

- A0.2 SCHEDULES AND SHEET SPEC
- A2.0 DEMO PLANS
- A2.1 FLOOR PLANS
- A5.1 INTERIOR ELEVATIONS
- A6.1 REFLECTED CEILING PLANS

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- M0.1 MECHANICAL & PLUMBING COVER SHEET
- M2.0 HVAC DEMOLITION PLANS
- M2.1 HVAC PLANS
- M5.1 MECHANICAL & PLUMBING DETAILS

PLUMBING

- P2.0 LEVEL ONE PLUMBING DEMOLITION PLANS
- P2.1 LEVEL ONE PLUMBING PLANS

FIRE PROTECTION

- FP2.1 FIRE PROTECTION PLANS

ELECTRICAL

- E0.1 ELECTRICAL COVER SHEET
- E2.0 ELECTRICAL DEMOLITION PLANS
- E2.1 POWER & SPECIAL SYSTEMS PLANS
- E3.1 LIGHTING PLANS
- E4.0 ELECTRICAL SCHEDULE

The following specifications have been organized under the format of the Construction Specifications Institute (CSI). Section Numbers listed are merely for identification and may not be consecutive. It shall be a responsibility of the contractor to verify that all sections and pages listed in the index are included in the project manual. The contractor shall notify the Architect immediately should any discrepancy be noticed.

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	BID PROPOSAL LETTER	3
	BID ADVERTISEMENT	2
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	BID BOND – AIA A310-2010	2
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	PERFORMANCE BOND – AIA A312-2010	4
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	INSURANCE REQUIREMENTS	6
	MONTANA PREVAILING WAGE RATES 2020	22
	NON-DISCRIMINATION AGREEMENT	1
	HAZARDOUS MATERIALS REPORT	23

**MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2020**

Effective: January 2, 2020

**Steve Bullock, Governor
*State of Montana***

**Galen Hollenbaugh, Commissioner
*Department of Labor and 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.

GALEN HOLLENBAUGH
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 2, 2020

B. Definition of Building Construction

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

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

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

C. Definition of Public Works Contract

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

D. Prevailing Wage Schedule

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

E. Rates to Use for Projects

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

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits

Section 18-2-412, MCA states:

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

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

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

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

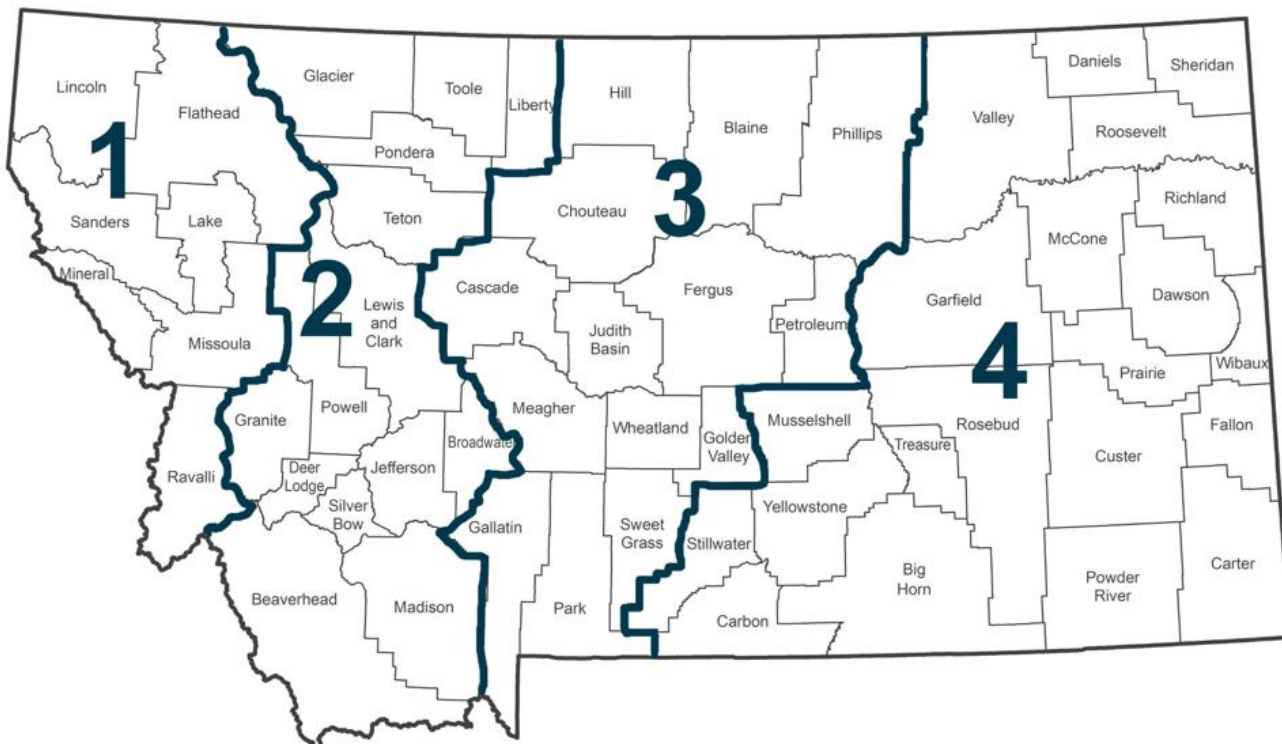
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income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

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

H. Prevailing Wage Districts

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

Montana Prevailing Wage Districts



I. Dispatch City

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

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

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

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

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

J. Zone Pay

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

K. 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 I above for a list of dispatch cities.

L. 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.”

M. Apprentices

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

N. Posting Notice of Prevailing Wages

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

O. Employment Preference

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

P. Projects of a Mixed Nature

Section 18-2-408, 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”

Q. Occupations Definitions

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

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

R. Welder Rates

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

S. Foreman Rates

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

WAGE RATES

BOILERMAKERS

	Wage	Benefit
District 1	\$33.17	\$30.88
District 2	\$33.17	\$30.88
District 3	\$33.17	\$30.88
District 4	\$33.17	\$30.88

Duties Include:

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

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
District 1	\$28.71	\$14.96
District 2	\$28.71	\$14.96
District 3	\$28.71	\$14.96
District 4	\$28.71	\$14.96

Travel:

All Districts

0-45 mi. free zone

>45-60 mi. \$32.50/day

>60-90 mi. \$62.00/day

>90 mi. \$75.00/day

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CARPENTERS

	Wage	Benefit
District 1	\$24.00	\$13.57
District 2	\$24.00	\$13.86
District 3	\$24.00	\$13.57
District 4	\$24.00	\$13.57

Duties Include:

Install roll and batt insulation, and hardwood floors.

Zone Pay:

All Districts

0-30 mi. free zone

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

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

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CARPET INSTALLERS

No Rate Established

Duties Include:

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

Travel and Per Diem:

All Districts

No travel or per diem established.

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CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefit
District 1	\$22.85	\$12.64
District 2	\$22.85	\$12.64
District 3	\$22.85	\$12.64
District 4	\$22.85	\$12.64

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:

All Districts

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
District 1	\$27.91	\$13.55
District 2	\$27.91	\$13.55
District 3	\$27.91	\$13.55
District 4	\$27.91	\$13.55

Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

This group includes but is not limited to:

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.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	\$28.70	\$13.55
District 2	\$28.70	\$13.55
District 3	\$28.70	\$13.55
District 4	\$28.70	\$13.55

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

This group includes but is not limited to:

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.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	\$29.45	\$13.55
District 2	\$29.45	\$13.55
District 3	\$29.45	\$13.55
District 4	\$29.45	\$13.55

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

This group includes but is not limited to:

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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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	\$30.45	\$13.55
District 2	\$30.45	\$13.55
District 3	\$30.45	\$13.55
District 4	\$30.45	\$13.55

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

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	\$31.45	\$13.55
District 2	\$31.45	\$13.55
District 3	\$31.45	\$13.55
District 4	\$31.45	\$13.55

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

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	\$32.45	\$13.55
District 2	\$32.45	\$13.55
District 3	\$32.45	\$13.55
District 4	\$32.45	\$13.55

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

This group includes but is not limited to:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	\$33.45	\$13.55
District 2	\$33.45	\$13.55
District 3	\$33.45	\$13.55
District 4	\$33.45	\$13.55

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

This group includes but is not limited to:

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

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

	Wage	Benefit
District 1	\$20.65	\$10.47
District 2	\$20.65	\$10.47
District 3	\$20.65	\$10.47
District 4	\$20.65	\$10.47

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

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CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	\$20.50	\$7.87
District 2	\$19.94	\$8.73
District 3	\$21.40	\$6.73
District 4	\$20.51	\$5.27

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

This group includes but is not limited to:

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Ripraper; 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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CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	\$21.65	\$10.47
District 2	\$21.65	\$10.47
District 3	\$21.65	\$10.47
District 4	\$21.65	\$10.47

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.

Zone Pay:

All Districts

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr.

>30-50 mi. base pay + \$0.85/hr.

>50 mi. base pay + \$1.25/hr.

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CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	\$21.67	\$10.47
District 2	\$22.00	\$10.47
District 3	\$21.70	\$10.47
District 4	\$21.93	\$10.47

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.

Zone Pay:

All Districts

0-15 mi. free zone

>15-30 mi. base pay + \$0.65/hr.

>30-50 mi. base pay + \$0.85/hr.

>50 mi. base pay + \$1.25/hr.

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DRYWALL APPLICATORS

	Wage	Benefit
District 1	\$24.00	\$13.57
District 2	\$24.00	\$13.86
District 3	\$24.00	\$13.57
District 4	\$24.00	\$13.57

Duties Include:

Drywall and ceiling tile installation.

Zone Pay:

All Districts

0-30 mi. free zone

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

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

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ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	Wage	Benefit
District 1	\$31.04	\$13.77
District 2	\$29.59	\$14.56
District 3	\$31.05	\$13.33
District 4	\$34.08	\$14.91

Duties Include:

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

Travel:

District 1

No mileage due when traveling in employer's vehicle.

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

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

District 2

No mileage due when traveling in employer's vehicle.

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

- 0-10 mi. free zone
- >10-55 mi. federal mileage rate/mi.
- >55 mi. \$66.00/day

District 3

No mileage due when traveling in employer's vehicle.

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

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$66.00/day

District 4

No mileage due when traveling in employer's vehicle.

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

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

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ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	\$54.09	\$34.12
District 2	\$54.09	\$34.12
District 3	\$54.09	\$34.12
District 4	\$54.09	\$34.12

Travel:

All Districts

0-15 mi. free zone

>15-25 mi. \$43.25/day

>25-35 mi. \$86.49/day

>35 mi. \$84.90/day or cost of receipts for hotel and meals, whichever is greater.

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FLOOR LAYERS

No Rate Established

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

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GLAZIERS

	Wage	Benefit
District 1	\$16.98	\$2.46
District 2	\$18.35	\$2.50
District 3	\$19.51	\$3.73
District 4	\$21.26	\$3.26

Travel and Per Diem:

All Districts

No travel or per diem established.

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HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	\$27.55	\$18.83
District 2	\$30.09	\$18.83
District 3	\$30.09	\$18.83
District 4	\$30.09	\$18.83

Duties Include:

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

Travel:

All Districts

0-50 mi. free zone

>50 mi.

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

Per Diem:

All Districts

\$70/day

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	\$33.37	\$19.87
District 2	\$33.37	\$19.87
District 3	\$33.37	\$19.87
District 4	\$33.37	\$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. \$45.00/day

>60 mi. \$60.00/day plus

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

>60 mi. \$90.00/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
District 1	\$28.00	\$26.40
District 2	\$27.25	\$22.19
District 3	\$27.25	\$22.19
District 4	\$22.92	\$22.29

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:

District 1

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.

Districts 2, 3 & 4

0-45 mi. free zone

>45-85 mi. \$60.00/day

>85 mi. \$90.00/day

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MILLWRIGHTS

	Wage	Benefit
District 1	\$34.00	\$13.57
District 2	\$34.00	\$13.86
District 3	\$34.00	\$13.57
District 4	\$34.00	\$13.57

Zone Pay:

All Districts

0-30 mi. free zone

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

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

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PAINTERS: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	\$23.60	\$9.35
District 2	\$21.83	\$8.13
District 3	\$21.06	\$8.31
District 4	\$21.28	\$8.31

Travel and Per Diem:

All Districts

No travel or per diem established.

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PILE BUCKS

	Wage	Benefit
District 1	\$31.00	\$13.57
District 2	\$31.00	\$13.86
District 3	\$31.00	\$13.57
District 4	\$31.00	\$13.57

Zone Pay:

All Districts

0-30 mi. free zone

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

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

Duties Include:

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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PLASTERERS

No Rate Established

Duties Include:

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

Travel and Per Diem:

All Districts

No travel or per diem established.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	Wage	Benefit
District 1	\$30.48	\$13.56
District 2	\$31.30	\$16.00
District 3	\$31.30	\$16.00
District 4	\$33.11	\$18.71

Duties Include:

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

Travel:

District 1

0-30 mi. free zone
>30-50 mi. \$25.00/day
>50-75 mi. \$40.00/day
>75 mi. \$75.00/day

Special Provision

If transportation is not provided, mileage at \$0.35/mi. with a separate free zone of 20 miles is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence is required.

Districts 2 & 3

0-40 mi. free zone
>40-80 mi. \$30.00/day
>80 mi. \$60.00/day

Special Provision:

If employer provides transportation, travel pay will be ½ of the amounts listed above unless the employee stays overnight. If the employee chooses to stay overnight, the employee will receive the full amount of travel listed above even if the employer furnishes transportation.

District 4

0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$100.00/day.

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ROOFERS

	Wage	Benefit
District 1	\$19.26	\$6.71
District 2	\$19.89	\$8.42
District 3	\$20.99	\$6.32
District 4	\$20.63	\$5.62

Duties Include:

Metal roofing.

Travel:

District 1

0-50 mi. free zone

>50 mi. \$0.35/mi.

District 2 and 3

0-35 mi. free zone

>35 mi. \$0.30/mi only when employer doesn't provide transportation.

District 4

0-25 mi. free zone

>25 mi. \$0.30/mi only when employer doesn't provide transportation.

Per Diem:

District 1

\$60.00/day

District 2 and 3

Employer pays for room + \$26.50/day.

District 4

Employer pays for room + \$25.00/day.

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SHEET METAL WORKERS

	Wage	Benefit
District 1	\$30.09	\$18.83
District 2	\$30.09	\$18.83
District 3	\$30.09	\$18.83
District 4	\$30.09	\$18.83

Duties Include:

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

Travel:

All Districts

0-50 mi. free zone

>50 mi.

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

Per Diem:

All Districts

\$70.00/day

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SOLAR PHOTOVOLTAIC INSTALLERS

	Wage	Benefit
District 1	\$29.59	\$14.56
District 2	\$31.05	\$14.56
District 3	\$31.05	\$13.33
District 4	\$34.08	\$14.91

Travel: **District 1**

No mileage due when traveling in employer's vehicle.

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

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

District 2

No mileage due when traveling in employer's vehicle.

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

- 0-10 mi. free zone
- >10-55 mi. federal mileage rate/mi.
- >55 mi. \$66.00/day

District 3

No mileage due when traveling in employer's vehicle.

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

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$66.00/day

District 4

No mileage due when traveling in employer's vehicle.

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

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

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SPRINKLER FITTERS

	Wage	Benefit
District 1	\$34.35	\$21.93
District 2	\$34.35	\$21.93
District 3	\$34.35	\$21.93
District 4	\$34.35	\$21.93

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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TAPERS

	Wage	Benefit
District 1	\$23.60	\$9.35
District 2	\$21.83	\$8.13
District 3	\$21.06	\$8.31
District 4	\$21.28	\$8.31

Travel and Per Diem:

All Districts

No travel or per diem established.

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TEAMSTERS GROUP 2

Pilot Car Driver

No Rate Established

	Wage	Benefit
District 1	\$28.88	\$7.68
District 2	\$28.88	\$7.68
District 3	\$28.88	\$7.68
District 4	\$28.88	\$7.68

This group includes but is not limited to:

Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; Dump Trucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

Zone Pay:

All Districts

No zone pay established.

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TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$29.46	\$ 8.73
District 2	\$24.61	\$ 9.80
District 3	\$24.71	\$ 8.50
District 4	\$24.61	\$10.18

Duties Include:

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

Travel:

All Districts

The federal mileage rate/mi. in effect when travel occurs if using own vehicle.

Per Diem:

All Districts

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

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TERRAZZO WORKERS AND FINISHERS

No Rate Established

Duties Include:

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

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TILE AND STONE SETTERS

No Rate Established

Duties Include:

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

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ATTACHMENT A

As a condition to approving any contract, the City of Missoula requires that the following non-discrimination language be located in all contract documents:

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, 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, 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.