

CENTRAL MAINTENANCE EQUIPMENT STORAGE BUILDING

AGREEMENT TO PROVIDE AND INSTALL TWO EQUIPMENT STORAGE BUILDINGS AT THE CITY OF MISSOULA CENTRAL MAINTENANCE FACILITY

THIS AGREEMENT, made and entered into this 5th day of December, 2012, Fiscal year 2013 in the City of Missoula, County of Missoula, State of Montana, by and between the City of Missoula, a municipal corporation organized under the laws of the State of Montana (hereinafter referred to as "City") and Contractor, Sirius Construction Incorporated (hereinafter referred to as "Sirius" and/or "Contractor").

CONTACT, Sirius Construction Inc. can be contacted at Sirius Construction Inc., 825 Cooper Street, Missoula, Montana 59802. The email address for Sirius Construction Inc. is eric@siriusconst.com. The Central Maintenance Facility is located at 1305 B Scott Street, Missoula, Montana 59804. Central Maintenance is located in the City of Missoula and Missoula County, Montana.

FORWARD

This document consists of 19 contractual modules including the terms of agreement page and three attachments.

Attachment A is Affirmative Action and Non-Discrimination policies.

Attachment B is the prevailing wage schedule.

Attachment C is contract bonds, performance and payment bond forms.

WITNESSETH

For and in consideration of the mutual promises and agreement set forth herein, the City and Sirius Construction Inc. mutually stipulate and agree to the following provisions:

PROFESSIONAL BUILDING COMPONENTS AND INSTALLATION SERVICES CONTRACT WITH THE CITY:

The City hereby agrees to purchase building components and installation services for the Central Maintenance Facility, 1305 B Scott Street, Missoula, Montana 59804, from Sirius Construction Inc. pursuant to the terms and provisions of this agreement.

1. **DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL:**

This project is possible only with the approval of the Department of Environmental Quality (DEQ). This contract is totally contingent upon DEQ approval. In the event this project is not accepted or approved by the DEQ, this will no longer be a valid contract.

2. **GENERAL QUALITY REQUIREMENTS:**

The Contractor hereby agrees to provide the City of Missoula with the following general quality requirements:

- A. **KNOWLEDGE OF CONTRACT SPECIFICATIONS:** shall assure all supervisory employees assigned to the contract have sufficient experience and knowledge to fulfill their responsibilities and are knowledgeable of the contract specifications.
- B. **PERSONNEL:** shall assure that all employees assigned to perform work on this contract have sufficient skills and/or receive sufficient training in use of equipment, supplies and contract specifications to perform the tasks assigned.
- C. **SECURITY:** ensure that all employees assigned to the contract are not security risks and assure the City of Missoula in writing that all of the employees assigned to this contract or working on this contract are not security risks.
- D. **PROJECT COSTS:** all costs are conclusive in this contract and no additional costs will be added. This will include but will not be limited to: engineering costs, administrative costs, labor, fuel surcharges, equipment costs, material costs, and shipping and delivery costs.
- E. **PERMITS AND REGULATORY COMPLIANCE:** shall comply with the permitting, building inspection and building codes, and acquire all necessary permits prior to starting a permit required project. This will include providing all of the permits to complete this project; and ensure that total regulatory compliance throughout the project and upon completion of the building project is maintained.
- F. **IMPACT FEES:** shall comply with the impact fee requirements for the City of Missoula. The Contractor is responsible for payment of all impact fees associated with this building project.
- G. **CLEAN UP AND DISPOSAL:** will perform all cleanup needed to maintain a safe and tidy workplace. This will include disposal of all of the project related debris.
- H. **EQUIPMENT:** shall assure that the equipment assigned to the performance of this contract shall be sufficient in type and quantity, and the quality and maintenance of the equipment shall be such to ensure efficient performance.

- I. **MATERIAL SAFETY DATA SHEETS (MSDS):** shall assure that all of his or her employees have current MSDS training. Any hazardous chemicals, materials, or compounds introduced to the City of Missoula workplace will be accompanied by the appropriate safety measures and necessary precautions to promote a safe workplace and public environment. Sirius must have MSDS sheets available for any and all chemical compounds used or stored in any of the City of Missoula facilities within the scope of this contract.
- J. **ASSIGNMENT OF TASKS:** the supervisor assigned to the contract shall assure that all tasks necessary for satisfactory performance on the contract are assigned to appropriate production employees, and that each employee understands the expectation of the contract. It is the responsibility of the Contractor to ensure that each of his or her employees has the correct current certifications to meet or exceed the local, state, and federal legal and regulatory agency regulations.
- K. **IN PROCESS INSPECTION:** during the course of performing the work on the building, the responsible supervisory employee shall monitor the performance of all assigned work to ensure that proper methods, equipment, and supplies are being used to achieve the desired results and that safety considerations are in place.
- L. **END OF JOB WALK THROUGH:** prior to departing and upon completion of project or at the end of each workday, the site supervisor shall walk through the construction areas to ensure that the assigned work has been completed according to the requirements of the contract. Upon completion the workplace must be left free of debris, clean and safe.
- M. **FORMAL INSPECTION:** upon completion of the project, a formal walk through inspection shall be completed to include a tickler list of deficient areas.
- N. **ENERGY, EMISSIONS, REDUCTION AND SUSTAINABILITY:** all aspects of this contract must be centered on the reduction of energy, the reduction of emissions and the promotion of sustainable energy sources.
- O. **CONTACT LIST:** shall provide contact information for all of their job site supervisors to the Vehicle Maintenance Superintendent.
- P. **SAFETY:** shall maintain a safe work place throughout the scope of this contract. OSHA requirements and general work place safety practices will be adhered to throughout this building project.
- Q. **WORK PLACE INTERRUPTION:** shall schedule the start and completion dates of the building project with the Vehicle Maintenance Superintendent.

- R. **LIABILITY INSURANCE:** shall meet or exceed the City of Missoula insurance requirements. Minimal insurance requirements will be \$750,000 per person and \$1,500,000 per incident.

3. SCOPE OF PROJECT:

Sirius Construction Inc. hereby agrees to provide the City of Missoula with the following project requirements:

To meet or exceed the competitive sealed proposal for the Central Maintenance Building Project that closed on October 19th, 2012. The Contractor agrees to provide all of the materials and labor described in their competitive sealed proposal to complete two 340 foot long buildings that are 40 feet wide with 16 foot high sides and 13 foot enclosed low sides. One building will be constructed on a prepared asphalt pad located on the south western boundary of the Central Maintenance Facility. The second building will be constructed on a prepared asphalt pad located on the north western boundary of the Central Maintenance Facility. All of the components and supplies must meet or exceed the quality and quantity described in the competitive sealed proposal submitted by Sirius on October 19th, 2012.

4. PERFORMANCE REQUIREMENTS:

Sirius Construction Inc. hereby agrees to provide the City of Missoula with the following performance requirements relevant to the Central Maintenance Building project as described above:

- A. Furnish the materials and labor as described above to completely build two 340' long by 40' wide buildings that are 16' high on the open ends and 13' high on the enclosed ends. The buildings will be installed on prepared asphalt pads located on the south western and north western edge of the Central Maintenance Facility yard located at 1305 B Scott Street, Missoula, Montana. These buildings must be made of the materials described in the October 19th Competitive Sealed Proposal submitted by Sirius Construction Inc. and the second building proposal submitted on November 30th, 2012.
- B. Is aware of the proposed building locations, has inspected and accepts the site conditions.
- C. To meet or exceed all state, federal and local building codes. This will include a 30 pound per square foot snow load and a wind speed rating of no less than 90 miles per hour.
- D. That upon completion, the buildings will have warranties of at least 15 years. The Contractor agrees to provide quality building materials and labor assembly as described in their submitted competitive sealed proposal and the November 30th, 2012 second building proposal inclusive of all the options on both buildings.

- E. To paint the building a color to match as closely as possible to the existing sand colored shed on the same property.
- F. To use the portal frame open wall support system and not the X style bracing to promote better equipment access.
- G. To use all domestic steel.
- H. To mount all vertical support columns on concrete footings. The Contractor will cut the asphalt to allow for concrete piers and sono tubes. The concrete sono tube footings will extend approximately 2 inches above the concrete. At the completion of the pier installation, the Contractor will patch the asphalt cut out sections with asphalt or concrete.
- I. That the openings for the equipment bays will not be less than 22 feet wide. The floor plan must permit as many 22 foot wide access points as possible. The equipment area shall be free of obstacles and open to permit safe vehicle and equipment access.
- J. To meet or exceed the required fire regulations. This shall include a 2 hour fire wall dividing the buildings into sections of 5,000 feet or less. There must be a minimum of three fire walls per building. All of the materials in the firewall must be exterior materials and/or covered with exterior sheeting in such a fashion as to prevent weather damage. If sheet rock is used, the sheet rock must be completely encapsulated with no exposure to the elements.
- K. That the buildings provided and installed in this contract will be complete "turnkey". The Contractor will provide all building materials, structural materials, footings materials, roofing materials, shipping and installation costs and labor. The Contractor agrees to provide quality labor and materials at the agreed upon price listed below. This price shall be all inclusive with no additional increases.
- L. Upon completion of the project, to provide the Vehicle Maintenance Superintendent with the warranty documentation, the final building plans, and a list of contact information for future parts purchases.
- M. Prevailing Wages-Sirius Construction Inc. agrees to comply with the Federal Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). Laborers must be paid weekly and payroll records capable of certification must be submitted weekly to the City primary contact, identified in contract item 16, and maintained by Contractor for at least three years after completion of work under the contract. Contractor must attend a pre-construction meeting regarding the Federal Davis Bacon Act and wage rates before work begins. Contractor must post a copy of the prevailing wage rates applicable to the project. Current Federal Davis Bacon wage schedule attached in Attachment B. Prevailing wage rates will be locked in effective the bid opening date.

- N. **SURETY BONDS.** In accordance with Montana statutory requirements, the Contractor to whom the work is awarded will be required to furnish Payment and Performance Surety Bonds to the Owner in the amount of one hundred percent (100%) of the amount of the contract, guaranteeing faithful compliance with the terms of the contract. These bonds shall be executed on the forms hereto attached, signed by a surety company authorized to do business in the State of Montana and acceptable as Surety to the Owner and shall be accompanied by a "Power of Attorney." Per Montana Codes Annotated, 18-2-201, a Contractor may, in lieu of surety, deposit with the City a cashier's check, certificate of deposit, or other assignable security for the full amount of the contract.

5. TIME FRAME:

This project must be completed prior to June 30th, 2013.

6. COMPLIANCE:

All aspects of this project must comply with the Americans with Disabilities Act (ADA).

In accordance with MCA 49-3-207, Nondiscrimination Provision in All Public Contracts and the City of Missoula's affirmative action plan, the Supplier will ensure that hiring is made on the basis of merit and qualifications and that there will be no discrimination in employment on the basis of race, ancestry, color, handicap, religion, national origin, sex, age, marital status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, gender identity, gender expression, or sexual preference; except where these criteria are reasonable, bona fide occupational qualifications.

This solicitation is being offered in accordance with state statutes governing procurement and with "title 18, chapter 4, part 3 MCA" and relevant ARM. Accordingly, the City of Missoula reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate at the sole discretion of the City of Missoula.

The City of Missoula is an EEO/AA, M/F, and V/H Employer. Qualified women, veterans, minority and handicapped individuals are strongly encouraged to submit proposals.

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 Code Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

Energy Policy and Conservation Act - Contractor agrees to mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Copeland "Anti-Kickback" Act - Contractor assures compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

Contract Work Hours and Safety Standards Act - Contractor assures compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).

7. PAYMENT FOR SERVICES:

No invoice shall include federal excise tax, as the City is exempt there from and will furnish certificates of exemptions as needed.

Sirius Construction Inc. agrees to invoice the City of Missoula one time at the completion of the project.

The total invoice amount and total project cost shall not exceed \$293,566 (Two Hundred Ninety Three Thousand Five Hundred and Sixty Six Dollars).

The City of Missoula agrees to pay this invoice within 30 working days.

8. MODIFICATION AND WAIVER:

This Agreement may not be modified, altered, or changed except pursuant to a written agreement signed by the parties hereto. A waiver of any term or condition of this Agreement or of any breach of this Agreement shall not be deemed a waiver of any other term or condition of this Agreement or any part hereof or of any later breach of the Agreement. Any waiver must be in writing each time a waiver occurs.

9. LICENSE TO DO BUSINESS:

Contractors, subcontractors, sub-grantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must obtain or have a valid City of Missoula business license and must comply with applicable business regulation ordinances. No payments shall be made by the City pursuant to this agreement until a valid City business license has been obtained. Sirius Construction Inc. shall continue to retain a valid City business license during the term of this Agreement or the City has the right to withhold payments until such time as a valid City business license is acquired by Sirius Construction Inc.

10. 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.

11. 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, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

12. WORKERS COMPENSATION:

Sirius Construction Inc. hereby certifies that Sirius Construction Inc. is covered by a Workers' Compensation insurance program with the State of Montana, a private insurance carrier, or an approved self-insurance plan in accordance with Montana State law and that the City has no liability for Sirius Construction Inc. workers' compensation insurance or claims.

13. LIABILITY INSURANCE:

Sirius Construction Inc. hereby certifies that it has and shall maintain during the time period of this Agreement, liability insurance in the minimum amount of \$750,000.00 per claimant and \$1,500,000.00 per occurrence that includes liability for accidents occurring during delivery or at the delivery site that are attributable to Sirius Construction Inc. and/or its agents' conduct.

14. PREVIOUS AGREEMENTS:

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

15. ARBITRATION:

This Agreement is subject to the provisions of the Montana Uniform Arbitration Act, Section 27-5-111, and MCA Et. Seq.

16. TERMINATION PRIOR TO COMPLETION OF CONTRACT:

The parties may mutually terminate this Agreement in writing at any time prior to commencement of construction activities. Any termination of the Agreement after construction commences must be mutually agreed to by both parties in writing.

17. TERM OF AGREEMENT:

This Agreement shall be in force and effect from December 5th, 2012 through June 30th, 2013 unless terminated in writing by mutual agreement of the City and Sirius Construction Inc.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year in this certificate first hereinabove written.

CITY OF MISSOULA

Sirius Construction Inc.
Name
Title

Mayor John Engen

ATTEST:

Martha L. Rehbein
City Clerk

APPROVED AS TO FORM:

Jim Nugent
City Attorney

STATE OF MONTANA
County of Missoula

On this _____ day of _____, 2012, before me, the undersigned, a Notary of the Public for the State of Montana, personally appeared "Name, Name", "Title" of "Sirius Construction Inc." Company, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my Notarial Seal, the day and year first above written.

Notary Public for the State of Montana
Residing at Missoula, Montana

My Commission
Expires_____

ATTACHMENT A

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, 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.

ATTACHMENT B

<http://www.wdol.gov/wdol/scafiles/davisbacon/mt64.dvb>[6/14/2012 11:07:21 AM]

General Decision Number: MT120064 05/25/2012 MT64

Superseded General Decision Number: MT20100074

State: Montana

Construction Type: Building

County: Missoula County in Montana.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number Publication Date

0 01/06/2012

1 01/20/2012

2 01/27/2012

3 04/06/2012

4 04/13/2012

5 05/11/2012

6 05/25/2012

ASBE0082-002 08/02/2011

Rates Fringes

Heat and Frost Insulator.....\$ 31.42 15.65

BOIL0011-002 10/01/2011

Rates Fringes

BOILERMAKER.....\$ 30.00 23.85

BRMT0007-002 06/01/2011

Rates Fringes

BRICKLAYER.....\$ 26.06 11.35

CARP0028-008 06/01/2011

Rates Fringes

CARPENTER (Including Drywall

Hanging, Metal Stud

Installation, and Formwork).....\$ 20.90 10.47

MILLWRIGHT.....\$ 24.90 10.47

Zone Definition:

The hourly rate applicable to each project is determined by measuring the road miles over the shortest practical route from the County Courthouse of the following towns to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Lewiston, Miles City, and Missoula

Zone 1: 0 to 30 miles - Base Rate

Zone 2: 31 to 60 miles - \$3.70

Zone 3: over 60 miles - \$5.60

ELEC0768-008 06/01/2009

Rates Fringes

ELECTRICIAN.....\$ 27.02 10.37

ELEV0019-005 01/01/2012

Rates Fringes

ELEVATOR MECHANIC.....\$ 46.54 23.535+a+b

FOOTNOTE:

a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit.

b. Eight paid holidays: New Year's Day; Memorial Day;
<http://www.wdol.gov/wdol/scafiles/davisbacon/mt64.dvb>[6/14/2012 11:07:21 AM]
Independence Day; Labor Day; Veteran's Day; Thanksgiving
Day; Friday after Thanksgiving and Christmas Day

ENGI0400-004 05/01/2011

Rates Fringes

POWER EQUIPMENT OPERATOR:

(Zone 1)

(1) Crane, Forklift, Front

End Loader.....\$ 23.47 10.40

(2) Excavator.....\$ 23.94 10.40

ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS:

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Court House of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA

Zone 1: 0 to 30 miles - Base Pay

Zone 2: 30 to 60 miles - Base Pay + \$3.50

Zone 3: Over 60 miles - Base Pay + \$5.50

IRON0014-014 01/01/2012

Rates Fringes

IRONWORKER, STRUCTURAL,

REINFORCING AND ORNAMENTAL.....\$ 25.65 19.28

LAB01686-007 05/01/2010

Rates Fringes

LABORER (Zone 1)

Common or General, Mason

Tender-Brick.....\$ 17.43 8.54

ZONE DEFINITIONS FOR LABORERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following listed town to the center of the job:

Billings, Bozeman, Butte, Helena, Great Falls, Missoula, Kalispell

TRAVEL ZONES:

ZONE 1: 0 to 30 miles, Base Pay

ZONE 2: 30-60, add \$3.05 to Base Pay

ZONE 3: Over 60 miles, add \$4.85 to Base Pay

PAIN0260-003 06/01/2010

Rates Fringes

PAINTER: Brush and Spray.....\$ 18.35 6.84

PLUM0459-006 05/01/2012

Rates Fringes

PIPEFITTER, Excludes HVAC

Pipe Installation.....\$ 27.08 12.59

PLUMBER, Includes HVAC Pipe

Installation.....\$ 27.08 12.93

ROOF0189-003 07/01/2011

Rates Fringes

ROOFER.....\$ 23.69 10.02

SFMT0669-002 04/01/2012

<http://www.wdol.gov/wdol/scafiles/davisbacon/mt64.dvb>[6/14/2012 11:07:21 AM]

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers).....\$ 29.55 17.47

* SHEE0103-008 08/01/2011

Rates Fringes

SHEET METAL WORKER (HVAC Duct

and System Installation Only)....\$ 27.04 19.12

SUMT2011-039 01/04/2011

Rates Fringes

OPERATOR: Backhoe.....\$ 20.56 6.35

PAINTER: Roller.....\$ 17.00 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The
first four letters , PLUM, indicate the international union and
the four-digit number, 0198, that follows indicates the local
union number or district council number where applicable ,
i.e., Plumbers Local 0198. The next number, 005 in the
example, is an internal number used in processing the wage
determination. The date, 07/01/2011, following these
characters is the effective date of the most current
negotiated rate/collective bargaining agreement which would be
July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived
from survey data by computing average rates and are not union
rates; however, the data used in computing these rates may
include both union and non-union data. Example: SULA2004-007
5/13/2010. SU indicates the rates are not union rates, LA
indicates the State of Louisiana; 2004 is the year of the
survey; and 007 is an internal number used in producing the
wage determination. A 1993 or later date, 5/13/2010, indicates
the classifications and rates under that identifier were issued
as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change
until a new survey is conducted.

<http://www.wdol.gov/wdol/scafiles/davisbacon/mt64.dvb>[6/14/2012 11:07:21 AM]

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Attachment C

CONTRACT BONDS

PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned contractor, _____ as
 PRINCIPAL, and _____, a corporation organized and
 existing under the laws of the State of _____, as SURETY, are firmly bound
 unto the Owner, the City of Missoula, Montana, in the penal sum of _____
 _____ (\$ _____) lawful money of the United States,
 for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves,
 their successors and assigns, jointly and severally, firmly by these presents, as follows:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

Whereas, the said Principal, by a written agreement attached hereto and bearing the date of _____
 _____, contract for Project _____
 _____ has agreed with the said Owner, The City of Missoula, Montana, to furnish all
 tools, equipment, materials, appliances, except as otherwise provided, and construct and complete the
 construction of the work described in the proposal and the contract agreement, and to complete all
 specified work appurtenant thereto, all in accordance with the plans and specifications, proposal, and
 contract agreement which form a part of the Contract Documents hereto attached.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said work in
 strict accordance with said Contract Documents, shall comply with all the requirements of the laws of
 the State of Montana, shall pay as they become due all just claims for work or labor performed and
 materials furnished in connection with said Contract Agreement, and shall defend, indemnify and save
 harmless said Obligees against any and all liens, encumbrances, damages, claims, demands, expenses,
 costs and charges of every kind, including patent infringement claims, arising out of or in relation to
 the performance of said work and the provisions of said Agreement, then these presents shall be void;
 otherwise they shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or attrition to the terms of the Contract, or the work to be performed there under; or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract or to the work, or to the Specifications.

PROVIDED FURTHER, that if the Contractor, or his, their, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest provided by law.

IN WITNESS WHEREOF, said Principal and Surety have hereunto set their hands and seals at

_____ this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

Company:_____	Address	_____
Signature:_____		_____
Name and Title:_____		

ATTEST:	_____
	Signature, Name and Title

(Seal)

SURETY

Company:_____	Address:	_____
Signature:_____		_____
Name and Title:_____		

ATTEST:	_____
	Signature, Name and Title (Attach Power of Attorney)

(Surety Seal)

(Seal)

PAYMENT BOND

Bond Number: _____

Note: This bond is issued simultaneously with another bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Insert the name and address or legal title of the Contractor)

_____ as Principal, hereinafter called

PRINCIPAL, and _____
(Insert the legal title of Surety)

as Surety, hereinafter called SURETY, are held and firmly bound unto the City of Missoula, Montana as Obligee, hereinafter called OWNER, for the use and benefit of claimants as herein below defined in the amount of _____ (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by a written agreement dated _____ entered into a contract for Project _____ with Owner The City of Missoula, Montana for the work included in this contract in accordance with drawings and specifications approved by City of Missoula, Missoula, Montana, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, and any duly authorized modifications that may hereafter be made, except that no change will be made which increases the total contract price without notice to the Surety, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract; labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined who has not been paid in full before the expiration of a period

of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.
 - (a) Unless claimant shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which the Principal ceased work on said contract.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. Special exceptions: _____

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments by Surety of mechanic's liens that may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, said Principal and Surety have hereunto set their hands and seals at

_____ this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

Company: _____

Address: _____

Signature: _____

Name and Title: _____

ATTEST: _____

Signature, Name and Title

(Seal)

SURETY

Company: _____

Address: _____

Signature: _____

Name and Title: _____

ATTEST: _____

Signature, Name and Title
(Attach Power of Attorney)

(Surety Seal)

(Seal)