



Parks Recreation and Open Lands Department

Project 23-0923

Fire Tower Rehabilitation Project

Contract Book

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CITY OF HELENA

***** REQUEST FOR BID *****

The City is requesting sealed bids for the repair of the National Register of Historic Places-listed 1874 Fire Tower. **Project No. 23-0923** To be considered for award, the bid must state the name and number of the project, be addressed to the Clerk of Commission, City of Helena, 316 North Park Avenue, Helena, Montana 59623 and be received by **2:00 P.M.** local time on **August 15, 2024** at which time the bids will be publicly opened and read. No bid may be withdrawn after the scheduled time of the public opening of bids. The opening and reading of the bids will occur in Room 326 of the City-County Building, 316 North Park Avenue, Helena, Montana.

BACKGROUND INFORMATION

This project involves repairs to the approximately 36' high 1874 National Register-listed timber-frame fire watch tower in Helena, Montana (the Fire Tower). The Fire Tower shall be repaired in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* and a Repair Plan for the Fire Tower dated September 2022 (Plan). The Fire Tower was built using timber-framing techniques and joinery and is fully exposed to the elements. This project requires that the contractor undertaking the repair according to the Plan has demonstrated experience with exposed timber framing/timber-frame joinery to provide a service life of several decades with minimal inspection and maintenance requirements.

SCOPE OF WORK

1. Remove individual timbers for repair (mark for reassembly), including scarfing, mortise and tenon or dutchman repair with new or reclaimed Select Structural grade timbers of Douglas Fir according to the "plan"
2. As specified in the "Plan", to maximize retention of historic material, the existing timbers and material must be tested with a resistance drill to quantify the extent of deterioration (e.g., a drill manufactured by either RinnTech or IML);
3. Create free tenon connections based on historic examples and required engineering capacity; scarfed splices and Dutchman inserts as specified in the Plan.
4. Install individual piers with standoff moisture barriers under the northeast and southeast legs of the Fire Tower using Timberlinx HDA095 or Simpson Strong-Tie CPT882 steel rod connectors;
5. Remove all sealants previously applied to existing timbers.
6. Contractor to remove and reinstall steel fencing around base of the fire tower, remove and reinstall Christmas lights and provide site security (fencing etc.)

PREQUALIFICATION REQUIREMENTS

1. Applicant shall have 5 years of experience in the repair of *exposed* historic heavy timber-frame structures, including repair of traditional timber-frame joinery.
2. Applicant must have at least 2 years of experience using a resistance drill of the types indicated above in prior heavy timber-frame repair projects to determine the extent of wood deterioration in existing historic timbers.

3. Applicant must provide documentation and photographs of at least 2 projects completed within the past 5 years that are parallel in scale (including height) and scope with the Fire Tower repair project.
4. Applicant must describe their approach for conducting the repairs, including how repair material will be sourced to meet the structural grade and moisture content requirements, how the Fire Tower will be stabilized while conducting the repairs, and how the repairs will be made (e.g., splicing existing timbers and repair material, repairing deteriorated tenons at connections).
5. Applicant must provide an example of the type of inspection and maintenance requirements that they anticipate will be required by the City after completion of the rehabilitation project.
6. Applicant must include the following disciplines on their team:

A timber engineer (structural) with at least 5 years of historic timber-frame construction and repair experience.

Plans, specifications, and Instructions to Bidders are available at the City Park Recreation and Open Lands Office in Room 405 of the City-County Building, 316 North Park Avenue, Helena, Montana and online at the city of Helena website. <https://www.helenamt.gov/Home>

Each bidder shall expressly covenant in the bid that if the bidder is awarded the contract, the bidder will, within 7 days after the bid is awarded, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. Each bid must be accompanied by bid security payable to the *City of Helena* for ten percent (10%) of the total amount of the bid. Bid security provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond, constitutes compliance with this requirement. The bid security protects and indemnifies the City against the failure or refusal of the successful bidder to timely enter into the contract.

The City reserves the right to reject any or all proposals received, waive informalities, postpone the award of the contract for a period not to exceed SIXTY (60) days, and accept the lowest responsive and responsible bid that is in the best interest of the City.

Authorized and approved by:

Craig Marr, Park Superintendent

DATE

PLEASE ADVERTISE ON: July 19 and July 28, 2024

INSTRUCTIONS TO BIDDERS

BIDS: All bids must be made on the forms provided in this bound copy of the Contract Documents. All bids must be legibly written in ink with all prices given in figures and total bid amount given in words and figures. No alterations by erasures or interlineations will be permitted in bids or in the printed forms. Each bid shall be enclosed in a sealed envelope addressed to: Clerk of the City Commission, 316 North Park Avenue, Helena, Montana 59623, and endorsed on the outside of the envelope with the words:

Fire Tower Restoration PROJECT NO. 23-0923

Bids shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations therefrom may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the bid being submitted may be rejected as irregular.

BID SECURITY: To be considered, the bid must be accompanied by a bid security unconditionally payable to the *City of Helena* for ten percent (10%) of the total amount of the bid. Each Bidder shall expressly covenant in the bid that if the Bidder is awarded the contract, the Bidder will, within 7 days after the bid is awarded, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. Bid security must be provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond. Bid security through a bid, guaranty or surety bond must be issued by a surety company authorized to do business in the State of Montana. The bid security protects and indemnifies the City against the failure or refusal of the successful Bidder to timely enter into the contract.

SIGNATURE OF BIDDERS: Each bid must be signed in ink by the Bidder with the Bidder's full name and business address or place of residence. If the Bidder is a firm or partnership, the name and residence of each member must be inserted. If the bid is submitted by or in behalf of a corporation, it must be signed in the name of the corporation by a corporate official authorized to bind the corporation and who shall also affix the corporate seal of the corporation to the bid. Any bid by a corporation signed by a person other than a corporate officer must be accompanied by a power of attorney showing that person's authority to sign for the corporation.

ONLY ONE PROPOSAL: No Bidder may submit more than one bid. Two bids under different names will not be received from one firm, partnership, association, or corporation.

RESPONSIBILITY OF AGENT: Any person signing a bid as the agent of another, or of others, may be required to submit satisfactory evidence of authority to so sign.

TITLE: The position title of any person executing the bid or Agreement shall be clearly indicated beneath the signature.

QUALIFICATIONS OF BIDDERS: The Bidder may be required to submit satisfactory evidence that Bidder has practical knowledge of the particular work bid upon and has the necessary financial resources to complete the proposed work.

In determining if a Bidder is a responsible bidder, consideration will be given as to whether the Bidder involved: (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has a financial status suitable to meet obligations incident to the work; and (d) has experience in projects of comparable scope and complexity that were satisfactorily completed.

Each Bidder may be required to show that previous work performed by that Bidder has been handled in such a manner that there are no just or proper claims pending against such work. A Bidder will not be acceptable if

that Bidder is engaged on any other work that impairs the financial ability to perform the work. A Bidder may demonstrate financial ability by meeting all requirements herein stipulated, when requested.

Bidder is not deemed a responsible bidder if Bidder is delinquent in payment of property taxes or special improvement district assessments for at least six (6) months.

Any Bidder required by the Helena City Code to have a general business license in the City of Helena must obtain it before a bid can be awarded to a bidder.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE: Before submitting a bid, each Bidder should: (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with location conditions that may in any manner affect cost, progress, or performance of the work; (c) become familiar with federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

Each Bidder may, upon request, examine those reports of investigations and tests of subsurface and latent physical conditions at the site, if any, which have been relied upon in preparing the drawings and specifications. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the bid each Bidder will, at Bidder's own expense, make such additional investigations and tests deemed necessary to determine that the bid for performance of the work is in accordance with the time, price, and other terms and conditions of the Contract Documents.

Upon request, City will provide each Bidder access to the site to conduct such investigations and tests each Bidder deems necessary for submission of a bid. Any administrative requirements and associated costs of such investigations are the responsibility of each Bidder.

The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use in performing the work are identified in the specifications or on the drawings.

The submission of a bid will constitute an incontrovertible representation by a Bidder that the Bidder has complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract Documents, that person may submit a written request to the City for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued and a copy of any such addendum will be mailed or delivered to each person receiving a set of such documents.

TIME OF COMPLETION: The time of completion of the work is a basic consideration of the contract. It will be necessary that each Bidder satisfy the City of the Bidder's ability to complete the work within the stipulated time.

ADDENDA: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to Bidder for the preparation of Bidder's proposal, shall be covered in the bid and shall be made a part of the Agreement. Receipt of each addendum shall be acknowledged in the bid. Any bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

WITHDRAWAL OF BID: No Bidder may withdraw any bid for a period as specified in the Request For Bid after the date and hour set for the opening declared herein. Prior to that time, Bidder may withdraw a bid by written request. The request to withdraw a bid must be signed in the same manner and by the same person or persons who signed the bid.

SUBCONTRACTORS: Within seven (7) days after bids are opened, the apparent low Bidder and any other Bidder so requested, shall submit a list of all subcontractors Bidder expects to use in the work.

An experience statement with pertinent information as to similar projects and other evidence of qualification shall be furnished for each named subcontractor if requested by the City. If the City or the project engineer, after due investigation, has reasonable objection to any proposed subcontractor, they may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute. Refusal to substitute a subcontractor may result in Bidder not being considered a responsible Bidder. Bidder's refusal to substitute will not constitute grounds for forfeiture of bid security.

Bidder shall not be required to employ any subcontractor against whom Bidder has a reasonable objection.

The subcontractors listed by Bidder and accepted by City prior to the Notice of Award will be used in the performance of the work, unless otherwise agreed to in writing by City.

ACCEPTANCE AND REJECTION OF BIDS: The City reserves the right to accept or reject the bids in the best interest of the City. The City reserves the right to waive informalities and irregularities in any bid submitted, to reject non-conforming, non-responsive or conditional bids, to correct arithmetic errors without changing unit price, and postpone awarding of the contract for a period not exceeding sixty (60) days.

AWARD OF CONTRACT: If the contract is to be awarded, City will award the contract to the responsible Bidder whose bid is responsive and conforms with all material terms and conditions of the bidding documents and proposed Contract Documents, is lowest in price, is in the best interest of the project, and other factors considered. The award will be based on the lowest responsive cumulative base bid plus any added alternate schedules the City determines to include with the project. If the contract is awarded, the award will be made within the period specified in the Request For Bid. The successful Bidder will be notified by letter mailed to the address shown on the bid that the bid has been accepted and that Bidder has been awarded the contract.

CANCELLATION OF AWARD: The City reserves the right to cancel the award of any contract at any time before the complete execution of the Agreement by all parties without any liability against the City.

PERFORMANCE BOND; LABOR AND MATERIALS BOND: The Bidder to whom the contract is awarded will be required to furnish a performance bond and a labor and materials bond, in favor of the City, issued by a surety company licensed in this state. The bonds must be in an amount equal to one hundred percent (100%) of the Agreement amount.

The bonds must be executed on the forms bound in the Contract, signed by a surety company licensed in the State of Montana and acceptable as a surety to the City, and countersigned by a Montana resident agent.

One copy of a power of attorney certified to include the date of the bonds must be filed with the City.

INSURANCE: The successful Bidder, as part of the Agreement, shall provide liability insurance and maintain required workers' compensation coverage. Bidder shall provide proof of these through either a certificate of insurance or a current copy of Bidder's policy.

EXECUTION AND APPROVAL OF AGREEMENT: The Agreement shall be signed by the successful Bidder and returned, together with the contract bonds, within the time shown on the bid. If the Agreement is not executed by the City within fifteen (15) days following receipt from Bidder of the signed Agreement and bonds, Bidder has the right to withdraw the bid without penalty. The Agreement is not effective until it has been fully executed by all of the parties thereto.

FAILURE TO EXECUTE AGREEMENT: Failure to execute the Agreement and furnish a performance bond and payment bond shall be just cause for annulment of the award. In the event of such annulment, the

bid guarantee shall be forfeited to the City, not as a penalty but as liquidation of damages sustained. Award may then be made to the next lowest responsible and qualified Bidder, or the work may be re-advertised as the City may decide.

BOUND COPY OF CONTRACT DOCUMENTS: None of the Instructions to Bidders, Bid Form, bond forms, Agreement, contract stipulations, or other specifications shall be removed from the bound copy of the Contract Documents prior to submission of bid.

PAYMENT: Payment for all work performed under the Agreement will be made by the City within the time period specified in and in accordance with the procedures outlined therein.

PREVAILING WAGE RATES: In all public works contracts with the City, contractors and their subcontractors shall pay for each job classification the standard prevailing wage rate, including fringe benefits. The standard prevailing wage rate as used herein means the standard prevailing rate of wages in the locality where the work is to be performed as determined by the Montana Commissioner of Labor & Industry pursuant to §18-2-402, MCA, and as bound herein as Exhibit F to the proposed Construction Agreement. The Bidder and Bidder's subcontractors are directed to the Montana Commissioner of Labor & Industry for information on the standard prevailing rate of wages applicable to this project within this area.

PAYROLL RECORD MAINTENANCE: In public works contracts, the contractor and subcontractors must maintain payroll records in a manner readily capable of being certified for submission under §18-2-423, MCA, for not less than three (3) years after the completion of work on the project.

POSTING: Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wages and fringe benefits to be paid to workers on the project.

MONTANA CONTRACTORS' GROSS RECEIPTS TAX: In accordance with Title 15, Chapter 50, MCA, the City shall withhold, in addition to other amounts withheld as provided by law or specified herein, one percent (1%) of all payments due the Contractor and shall remit such monies to the Montana Department of Revenue.

MONTANA LABOR PREFERENCE: Bidder must give preference to the employment of bona fide residents of Montana in the performance of the work.

NON-DISCRIMINATION: In accordance with law, Bidder shall agree not to discriminate against any client, employee, or applicant for employment or for services because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, gender identity, sexual orientation, or national origin, with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services.

It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from the City of Helena unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

BID FORM

PROJECT:

City Project No. _____

THIS BID SUBMITTED TO:

Honorable Mayor and City Commission

City of Helena

316 North Park Avenue

Helena, Montana 59623

1. **THE UNDERSIGNED BIDDER** proposes and agrees that if this bid is accepted, Bidder will enter into the Agreement with the City in the form included in the bidding documents and to perform and furnish all work as specified or indicated in the bidding documents for the prices and within the number of calendar days indicated in the Agreement and in accordance with the other terms and conditions of the bidding documents.
2. Bidder has examined, understands, accepts, and abides by all of the terms and conditions of the Request For Bid and Instructions to Bidders. Bidder understands that the bids for a project involving road, street, or bridge construction, repair, or maintenance will not be accepted without the bidder's special fuel user's permit number being provided on Page 3.
3. Bidder expressly covenants that if Bidder is awarded the contract, Bidder will, after the bid is awarded and within the time specified in the Request For Bid, enter into a formal contract and give an approved performance bond and a labor and materials payment bond to secure the performance of the terms and conditions of the contract. The bid must be accompanied by Bid Security payable to the *City of Helena* for ten percent (10%) of the total amount of the bid, including alternates, if any. The Bid Security must be in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond. The Bid Security is attached hereto as **Exhibit 1**.
4. This bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.
5. Bidder further represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over City.
6. Bidder certifies that no official of the City, no consulting engineer or architect, or any

member of such official's or consulting engineer's or architect's immediate family has direct or indirect interest in the pecuniary profits or contracts of the Bidder.

7. Bidder will complete the work in accordance with the Contract Documents for the price stated on the Bid Sheet attached hereto as **Exhibit 2**, based upon unit prices for estimated quantities. The Bidder will provide each unit price, which must be expressly stated on the Bid Sheet so it does not have to be calculated by the City by dividing the total of the unit prices by the number of estimated quantities.
8. Bidder acknowledges that estimated quantities set forth on the Bid Sheet are not guaranteed and are provided solely for the purpose of comparison of bids. The actual amount of work done and materials furnished may differ from such estimated quantities and the basis for final payment for all unit price bid items is the actual quantities provided per City's request. The successful bidder may not make a claim for anticipated profits or other damages on account of any difference between the amounts of work and material actually provided and the estimated amounts used on the Bid Sheet.
9. Bidder understands that the unit prices shall govern in checking the bid, and should a discrepancy exist in the total estimated price and total amount of unit prices bid as listed on the Bid Sheet after extensions are checked and corrections made, if any, the total amount of unit prices bid as corrected shall be used in awarding the contract.
10. Bidder certifies that Bidder is a responsible bidder and has the required qualifications and experience as submitted by Bidder on the Qualifications attached hereto as **Exhibit 3**.
11. Bidder agrees that the work will be substantially completed and ready for final payment in accordance with the Agreement on or before the dates or within the number of calendar days indicated in the Agreement.
12. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the times specified above, which shall be stated in the Agreement.
13. Bidder certifies receipt of City's revisions or additions made subsequent to the advertised proposal, which are specifically acknowledged on Receipt of Addendum, attached hereto as **Exhibit 4**.
14. Bidder represents that the bid is genuine and not collusive or a sham and that bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding. Bidder further represents that Bidder has not sought by agreement or collusion, directly or indirectly, with any person, to fix the bid price of any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure any advantage against the City or any person interested in the proposed bid. Bidder affirms that all statements in this bid are true.

SUBMITTED on _____

Montana Contractor's Registration # _____

Employer's Tax ID # _____

Special Fuel Permit # _____

IF BIDDER is:

An Individual: _____
(Name typed or printed)

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business Address: _____

Telephone # _____ FAX # _____

A Partnership: _____
(Partnership Name)

By: _____ (SEAL)
(Signature)

(Name typed or printed)

Business Address: _____

Telephone # _____ FAX # _____

A Corporation: _____ (SEAL)
(Corporation Name)

State of Incorporation: _____

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

By: _____
(Signature of Authorized Representative)

Print Name and Title: _____

Attest: _____ (Corporate Seal)
(Signature of Secretary)

Business Address: _____

Telephone # _____ FAX # _____

Date of Qualification To Do Business Is: _____

A Joint Venture: Each Joint Venture Must Sign

Joint Venture Name: _____ (SEAL)
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Telephone # _____ FAX # _____

A Joint Venture: Each Joint Venture Must Sign

Joint Venture Name: _____ (SEAL)
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Telephone # _____ FAX # _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Telephone # _____ FAX # _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Exhibit 1

Bid Security

Attached.

Exhibit 2

Bid Sheet

Attached.

Exhibit 3

Qualifications

Exhibit 4

Receipt Of Addendum

Bidder acknowledges receipt of the following addendum of revisions or additions:

Addendum Number	Date Issued	Authorized Signature For Each
1		
2		
3		
4		
5		

PROJECT AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as “City,” and **Insert Contractor Business Legal Name.**, **Insert Contractor Address.** hereinafter referred to as “Contractor,” collectively referred to as “Parties.”

RECITALS

1. The City issued a Request for Bid for **Project No. Insert project number**, hereinafter referred to as “Project,” pursuant to the requirements of all applicable statutes, rules, regulations, and ordinances, to **insert brief project description**.
2. The City awarded the bid to Contractor on **Click or tap to enter a date**, on the condition that the Contractor enters into this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Effective Date and Term:** This Agreement is effective upon execution by both parties, and will terminate on: **Click here to enter a date or N/A if no termination date is needed.** If the contract involves the provision of services over a discrete period of time, please enter a termination date. Examples of such contracts include, but are not limited to: (1) professional services wherein the professional agrees to provide consultation-type services unrelated to any specific project; and (2) general services that will be conducted during a certain time of year (e.g., snow removal over the winter months). Contracts that do not involve the provision of services over a discrete time period do not require a termination date. However, the contract should somewhere include a delivery date – most likely in the scope of work detail. Examples of such contracts include but are not limited to: (1) professional services wherein the professional is to deliver a finished product (e.g., drafting of engineering plans for new sewer mains or drafting specific legal documents); (2) professional services wherein the professional is going to provide those services until a project is completed (e.g., legal services related to a specific case or engineering or project management services for a specific project); and (3) the purchase and sale of tangible property like machinery, motor vehicles, or other equipment and supplies. If you are uncertain as to whether your contract should include a termination date, please contact the legal department. NO contract should be for a term of longer than 5 years. If you want a contract for longer than 5 years you must have permission to do so from the Attorney’s

Office first. **ABSOLUTELY NO AUTOMATIC RENEWALS WILL BE PERMITTED UNDER ANY CIRCUMSTANCES.** Any extension of the term of this Agreement must be set forth in writing and signed by both parties as specified in this Agreement.

2. **Contractor's Acknowledgment of Conditions:** Contractor hereby acknowledges that Contractor has examined all available records and made field examinations of the site of the Project. Contractor has knowledge of the field conditions to be encountered during the Project. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.
3. **Work to be Performed:**
 - a. A description of the Project and Contractor's duties is set forth in the City's Request For Bid, Bid Form, and City's Award (herein after "Bid Documents"), as awarded and accepted by City, and the drawings, plans, and Project specifications provided by the City and its architects and engineers. The Bid Documents are attached hereto as **Exhibit A**, Project Drawings and Plans are attached hereto as **Exhibit B**, and Project Specifications are attached hereto as **Exhibit C**, all of which are hereby incorporated into this Agreement by reference.
 - b. Prior to the commencement of any work on the Project, Contractor's representatives and City's representatives must hold a meeting to establish a working understanding among the parties as to the scope of the Project and duties of the Contractor. At this meeting, Contractor and City must resolve any outstanding issues related to the plans, designs, drawings, and specifications. If the parties are unable to resolve these issues and the City fails, refuses, or is unable to approve the same, no work must commence on the Project until such issues are resolved and the City approves the related plans, designs, drawings, and specifications.
 - c. Contractor's Project plans, methods of operation, materials used, and individuals and subcontractors employed (collectively "Contractor's Resources") are subject to the City's approval at all times during the term of this Agreement, and must be such as to ensure the completion of the work in compliance with the deadlines set in the Project Schedule section of this Agreement.
 - d. During work on the Project, and as part of the final completion of the Project, Contractor must clean up the Project site, including the removal and satisfactory disposal of all waste, garbage, excess materials, equipment, temporary buildings, the removal or grading of all embankments made for Project purposes, the filling in of all excavations, and the performance of any other work necessary to restore the site to at least as good order and condition as at the commencement of the Project.

- e. Contractor must, at Contractor's sole expense, replace any material or correct any work found by the City or its agents to be defective or otherwise not in compliance with the terms and conditions of this Agreement. In the event Contractor fails to replace or correct any defective work or materials after reasonable written notice by the City to do so, the City may take such corrective action, either with its own materials and employees or by retaining any third party to do so, and deduct the cost and expense of such corrective action from the Contractor's compensation.
4. **Labor and Materials:** Except for the materials provided by City, Contractor must furnish all the labor, materials, equipment, tools, and services necessary to perform and complete the Project. City will supply the materials as set forth in City Supplied Materials attached hereto as **Exhibit D**. Contractor is responsible for any loss or damage to materials, tools, or other articles used or held for use in the completion of performance of the Project.
 5. **Project Management:**
 - a. Contractor must give its personal attention to the faithful completion of the Project. Contractor, or its duly authorized representative assigned to serve as the Project Manager, must be personally present at the site of the Project during working hours for the term of this Agreement until the completion of the Project.
 - b. Contractor must maintain an office at the site of the Project and must have a complete, accurate, and up-to-date set of Project plans, drawings, and specifications at that office at all times and available for inspection.
 - c. Contractor is responsible for the safety of the work and must maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.
 6. **Locating Underground Facilities:** Contractor is responsible for obtaining and determining the location of any underground facilities, including but not limited to, the location of any pipelines or utility supply, delivery, or service lines in accordance with the provisions of §69-4-501, et seq., MCA. Contractor must make every effort to avoid damage to underground facilities and shall be solely responsible for any damage that may occur. If City personnel assume responsibility for locating any underground facilities, this fact must be noted in writing prior to commencement of such location work.
 7. **Permits:** Contractor must provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, and inspections from applicable governmental authorities, pay all fees and charges in connection therewith, and perform all surveys and locations necessary for the timely completion of the Project.

8. **Subcontractors:**

- a. Contractor may employ subcontractors for any work on the Project. Contractor must provide City with a list of all subcontractors employed.
- b. Contractor remains fully responsible for the acts and omissions of any subcontractor, just as Contractor is for its own acts and omissions, and Contractor shall remain fully responsible and liable for the timely completion of the Project.
- c. Contractor is solely liable for any and all payments to subcontractors. Contractor must hold all payments received from the City in trust for the benefit of subcontractors, and all such payments must be used to satisfy obligations of the Project before being used for any other purpose. Contractor must make any payments due to any subcontractor within seven (7) days of Contractor's receipt of payment, including a proportional part of the retainage Contractor has received from the City. In the event of a dispute regarding any subcontractor's invoice, Contractor must promptly pay the undisputed amount to the subcontractor and notify the subcontractor in writing of the amount in dispute and the reasons for the dispute. Any withholding of payment must comply with the requirements of §28-2-2103, MCA. In the event Contractor is unwilling or unable to make timely and proper payment to any subcontractor, City may elect to withhold any payment otherwise due to Contractor and upon seven (7) days' written notice to Contractor, may pay subcontractor by direct or joint payment.

9. **Apprenticeship Requirement:** Pursuant to City of Helena Resolution No. 20469, all agreements for services with an agreement cost of one-hundred fifty thousand dollars (\$150,000) or more require that at least fifteen percent (15%) of labor hours within each apprenticeable trade be performed by apprentices of that trade. If the cost of this Agreement meets the stated threshold, Contractor hereby acknowledges that Contractor is required to utilize apprentices to perform work for a minimum of stated amount of labor hours and agrees to provide verified payroll reports on at least a monthly basis to the City, certifying the names of all workers performing labor hours, their trade, hours worked, and designation as journey level worker or apprentice.

The City Manager has granted an adjustment from the requirements of this section of the Agreement as specified in **Exhibit ex "H"**, which is hereby incorporated by reference into this Agreement.

10. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's

personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor must comply with the provisions of the Montana Workers' Compensation Act. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of this Agreement and any renewal. Upon expiration, Contractor must send a proof of renewal to the City.

11. Project Schedule:

a. *Complete by Date:* Contractor must complete the Project:

- within **number of days in words AND numbers. Ex. five (5) days** of the starting date stated in the Notice to Proceed.
- no later than **Click or tap to enter a date.**

b. *Project Phases:* Project phases must be completed according to the following schedule:

If various Project Phases must be completed according to specific timelines specify those here. If no project phases need to be specified write "None noted for this Project."

- c. Time is of the essence for completion of all work and each phase of the Project and liquidated damages may be assessed against the Contractor for failure to adhere to the Project Schedule as provided in this Agreement.
- d. In the event the City determines, at the sole discretion of the City, that Contractor's Resources are inadequate to meet the approved Project Schedule, the City may order the Contractor, in writing, to accelerate Contractor's performance to give reasonable assurances of timely completion and quality results. Acceleration ordered pursuant to this Section will not be deemed a Change Order as provided for in this Agreement and the Contractor will not receive an equitable adjustment for such acceleration. Nothing in this Section relieves the Contractor of its duties and responsibilities to plan for and complete the work in a timely manner according to the Project Schedule.

12. Delays and Extensions of Time:

- a. If Contractor's performance of this Agreement is prevented or delayed by any unforeseen cause beyond the control of the Contractor, including acts or omissions of the City, Contractor must, within five (5) business days of the commencement of any

such delay, give the City written notice thereof. Further, Contractor must, within five (5) business days of the termination of any such delay, give the City written notice of the total actual duration of the delay. If the City is provided with these required notices and if the City determines that the cause of the delay was not foreseeable, was beyond the control of the Contractor, and was not a result of the fault or negligence of the Contractor, then the City will determine the total duration of the delay and extend the time for performance of the Agreement accordingly.

- b. Unless the delay is caused by the intentional interference of the City with the Contractor's performance, Contractor is not entitled to make any claim for damages or any other claim other than for an extension of time as herein provided by reason of any delays.
- c. Contractor is not entitled to any extension of time as set forth in the Project Schedule with respect to any work performed by Contractor that is not required by the terms and conditions of the Agreement and is not contained in a duly executed Change Order.

13. **Suspension:**

- a. The City may, by written notice to the Contractor, and at its convenience, for any reason, suspend the performance of all or any portion of the work to be performed on the Project ("Notice of Suspension"). The Notice of Suspension must set forth the anticipated duration of the suspension, if then known to the City.
- b. During the period of suspension, Contractor must use all reasonable efforts to mitigate and minimize costs, to the Contractor and the City, associated with the suspension.
- c. Upon Contractor's receipt of the Notice of Suspension, unless the notice requires otherwise, Contractor must: **(1)** immediately discontinue work on the date and to the extent specified in the Notice of Suspension; **(2)** place no further orders or subcontracts for materials, services, or equipment; **(3)** promptly make every reasonable effort to obtain suspension upon terms satisfactory to City of all orders, subcontracts, and rental agreements to the extent that they relate to the performance of the work suspended; and **(4)** continue to protect and maintain the Project, including those portions on which work has been suspended.
- d. As compensation for the suspended work, Contractor will be reimbursed for the following costs, reasonably incurred, without duplication of any item, and to the extent that such costs directly resulted from the suspension: **(1)** a standby charge paid during the period of suspension which will be sufficient to compensate Contractor for keeping, to the extent required in the Notice of Suspension, Contractor's organization and

equipment committed to the Project in standby status; (2) all reasonably incurred costs for the demobilization of Contractor's and subcontractor's crews and equipment; (3) an equitable amount to reimburse Contractor for the cost to protect and maintain the Project during the period of suspension; and (4) an equitable adjustment in the cost of performing the remaining portion of the work post-suspension if, as a direct result of the suspension, the cost to Contractor of subsequently performing the remaining work on the Project has increased or decreased.

- e. Upon receipt of written notice by the City to resume the suspended work ("Notice to Resume Work"), Contractor shall immediately resume performance of the suspended work as to the extent required in the Notice to Resume Work. Any claim by Contractor for time or compensation described in Section 11(c) shall be made within fifteen (15) days after receipt of the Notice to Resume Work and Contractor shall submit a revised Project Schedule for the City's review and approval. Contractor's failure to timely make such a claim shall result in a waiver of the claim.
- f. Contractor is not entitled to claims for compensation or extension of time to complete the Project if the suspension results from Contractor's non-compliance with or breach of the terms or requirements of this Agreement.

14. **Compensation:**

- a. *Agreement Amount:* City will pay to Contractor, and Contractor will accept as full payment for the performance of this Agreement and the Project, the amount **insert amount in words AND numbers. Ex. five (\$5)**. Both parties hereby acknowledge that this Agreement Amount has been calculated based upon the unit prices specified in the Bid Documents, attached hereto as **Exhibit A**, as submitted by the Contractor and accepted by the City.
- b. *Retainage Amount:* City will retain five percent (5%) of the total amount of compensation to be paid to the Contractor, including from Monthly Progress Payments, to ensure compliance with the terms and conditions of this Agreement and the timely completion of the Project and any and all "punch list" items. The Retainage Amount must be paid to Contractor within thirty (30) business days after the City's final acceptance of the portion of work for which a separate price is stated in the specifications for the Project.
- c. *Contractors' Gross Receipts Tax:* Contractor understands that all contractors or subcontractors working on a publicly funded construction project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is more than Eighty Thousand (\$80,000.00) Dollars in accordance with

Title 15 Chapter 50 of the Montana Code Annotated. Contractor must withhold this tax from payments made to subcontractors by Contractor.

- d. If the City requires work to be performed that is outside of the work specified in this Agreement, any such additional work and the related compensation must be agreed upon in writing by both parties, as specified in this Agreement, prior to commencement of any additional work.
- e. Contractor is not entitled to any increase in Contractor's compensation for any work performed by Contractor that is not required by the terms and conditions of this Agreement or a duly executed Change Order.
- f. *Monthly Progress Payments:*
 - i. After the commencement of work on the Project, the Contractor may request monthly progress payments by submitting an Application for Payment to the City during each successive calendar month, with a copy to the project architect or engineer. The Application for Payment must be based upon the actual or estimated percentage of work completed and materials supplied on the Project prior to the date of the Application and must be filled out and signed by the Contractor. Contractor must attach all supporting documentation to the Application, including certified payroll records and receipts, to verify that the work claimed in the Application has been completed. Only one Application for Payment may be submitted within a calendar month.
 - ii. Beginning with the second Application for Payment, each Application must also include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied to the account to discharge City's obligations associated with the prior Applications for Payment.
 - iii. City and its architect or engineer must promptly review all Applications for Payment and, within twenty-one (21) business days after receipt of each Application, determine whether a progress payment should be disapproved in whole or in part. An Application for Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless prior to the expiration of the twenty-one (21) day period the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved. A progress payment or any portion thereof may be disapproved upon a claim of: (1) unsatisfactory job progress; (2) failure to remedy defective Project work or materials; (3) disputed work or materials; (4) failure to comply with material provisions of this Agreement, drawings, plans, specifications

for the Project, or other required documents, including but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; **(5)** failure of Contractor to make timely payment for claims including, but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; **(6)** damages to the City; **(7)** Contractor's non-compliance with applicable federal, state, and local laws, rules, and ordinances.

- iv. If the City disapproves only a portion of an Application for Payment and withholds an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the reasons set out above, the remainder of the Application for Payment is considered approved. City must tender the balance of the approved monthly progress payment to Contractor within ten (10) business days following approval.
- v. City's approval of any progress payment shall not operate as City's acceptance of any portion of the Project as complete or free of defects or nonconformities, nor shall it operate as a waiver of Contractor's obligations under the Agreement including, but not limited to, Contractor's testing and warranty obligations.

g. *Final Payment:*

- i. Upon completion of the Project, Contractor must submit an Application for Final Payment to the City, with a copy to the project architect or engineer, seeking payment of the remaining balance of Contractor's compensation, including all retainage amounts. Contractor must attach all supporting documentation and receipts to the Application for Final Payment to verify that the Project has been fully and finally completed in compliance with all terms and conditions of the Agreement, including complete and legally effective releases or waivers of all liens or encumbrances that have been filed against the Project, and a consent from all of Contractor's sureties to final payment. In addition, Contractor must include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied to the account to discharge City's obligations associated with the Project and that the prior Applications for Payment and all claims asserted by any person arising from or related to the Project have been settled or satisfied. In the event any claims have not been settled or satisfied, the Affidavit must contain a complete listing of such claims, the name and address of each person making a claim, the facts and circumstances surrounding each claim, the amount of each claim, and the efforts made to date by Contractor to resolve, settle or satisfy each claim.

- ii. City and its architect or engineer shall promptly review the Application for Final Payment and, within twenty-one (21) business days after receipt of the request, determine whether it should be disapproved in whole or in part. An Application for Final Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved prior to the expiration of the 21-day period. A final payment or any portion may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** after City's final inspection of the Project, Contractor has not completed all punch list items and failed to remedy defective Project work or materials; **(3)** disputed work or materials; **(4)** failure to comply with material provisions of this Agreement, drawings, plans, specifications for the Project, or other required documents including, but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; **(5)** failure of Contractor to make timely payment for claims including, but not limited to, claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; **(6)** claims have been brought or liens have been filed against Contractor or the City related to the Project, or any such claims have not been properly documented in Contractor's Affidavit; **(7)** damage to the City; **(8)** Contractor has not delivered all maintenance and operating instructions, marked-up record documents, and any other documents relating to the Project as required by City; and **(9)** the Contractor is not in compliance with applicable federal, state, and local laws, rules, and ordinances and has not remedied the noncompliance.
- iii. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.
- iv. Final payment is due and payable within fourteen (14) business days of City's approval, but City may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the items set out above and any tax withholding required by law.
- h. Upon acceptance of final payment and for other good and valuable consideration, Contractor releases and forever discharges City, its officers, agents, and employees of and from any and all claims, demands, actions, causes of action, obligations, and liabilities of every kind and character whatsoever, in law and in equity, whether now known or in the future discovered, arising from or related to this Agreement or the Project that Contractor may have or assert against City, its officers, agents, and employees.

15. **Indebtedness and Liens**: Before City will make any final payment to Contractor, Contractor must furnish the City with satisfactory proof that there are no outstanding debts or liens in connection with the Project. If the Contractor allows any indebtedness to accrue to subcontractors or others during the progress of the work, and fails to pay or discharge the same within five (5) days after demand, then City may either withhold any money due to Contractor until such indebtedness is paid or apply the same towards the discharge of the indebtedness. If any lien or claim is filed or made by any subcontractor, material supplier, or any other person, the Contractor shall immediately notify the City and shall cause the same to be discharged of record within thirty (30) days after its filing.
16. **Liquidated Damages**: If the Project is not completed within the time provided by this Agreement, the City may deduct for each day the Project remains uncompleted the sum of **insert amount in words AND numbers. Ex. five (\$5)** from the compensation hereinafter specified and retain that sum as payment for liquidated damages sustained by reason of the Contractor's failure to complete the Project on time.

17. **Change Orders**

- a. Except for minor modifications in the work, not involving an increase of costs or Contractor's compensation, and not inconsistent with the purposes of the work required by the Agreement, and except in an emergency situation which endangers life or property, no change to the work requirements can be made except pursuant to a written Change Order from the City's authorized representative.
- b. City may, at any time, order changes, additions, deletions, or revisions to the work on the Project by submitting a written Change Order to Contractor. Upon receipt of any Change Order, Contractor must comply with the terms of the Change Order. The terms of the Change Order supersede and replace any previously stated terms related to the Project including as specified in this Agreement.
- c. City and Contractor must negotiate in good faith for an agreement as to any increase or decrease in the Contractor's compensation that results from any Change Order. The increased or decreased Contractor's compensation must be set forth in the Change Order and both the City and the Contractor must sign the Change Order as an indication of their respective acceptance of the changes and modifications to the Agreement.
- d. In the event the City and Contractor are unable to agree upon the increase or decrease in Contractor's compensation the City will pay the Contractor on a force account basis for labor and materials used to perform the work specified by the Change Order and

the previously agreed upon mark-up for Contractor's overhead and profit. The costs of the labor and materials will be determined as follows:

- i. Contractor's actual, direct payroll expenses for the cost of labor. Payroll expenses can only include actual gross wages paid, without any deductions, withholding, or overhead.
- ii. Contractor's previously agreed upon mark-up fee that covers Contractor's liability insurance, workers' compensation, and Social Security taxes applicable to wages, Contractor's reasonable profit, the costs for the use of small tools and equipment not otherwise classified under heavy equipment use, and Contractor's general overhead expenses.
- iii. Contractor's actual cost of materials, including actual transportation costs, for all materials supplied by Contractor.
- iv. Costs for the use of heavy equipment and the transportation of the same. Such costs will be the actual rental fees incurred for the use of the heavy equipment and the actual costs of transporting such heavy equipment to and from the site of the Project.
- e. Decreases to Contractor's compensation will be determined by the City's good faith estimate. If Contractor disagrees with such good faith estimate, Contractor can avail itself of the Dispute Resolution provisions set forth in the Agreement.

18. **Inspection and Testing**: City has the right to inspect and test any and all work performed by Contractor on the Project. Contractor must allow City and its officers, agents, employees, and representatives, access to the Project at all times and must provide every reasonable facility for the purpose of such inspection and testing, including temporarily discontinuing portions of the work or uncovering or taking down portions of the finished work. Any inspection and testing performed by the City and its agents is for the sole benefit of the City and does not relieve the Contractor of its duty, responsibility, and obligation to ensure that the work strictly complies with the Agreement terms and conditions and all applicable federal, state, and local, laws, rules, and regulations, including building and safety codes. City's inspection and testing is not to be deemed or considered acceptance by the City of any portion of the Project. City's inspection and testing shall not serve to nullify, amend, or waive any warranties provided by the Contractor under this Agreement.

19. **Partial Utilization of Project**: City has the right to use or occupy any portion of the Project that City and Contractor mutually agree is substantially completed and constitutes a

separately functioning and usable part of the Project for its intended purpose without significant interference with Contractor's performance of the remaining portions of the Project. In the event City takes possession of any portion of the Project, such possession shall not be deemed an acceptance of the Project, in whole or in part. Contractor will still be required to conduct any final testing of the portions in the possession of the City. City's use of any portion of the Project shall not be grounds for extensions of any Project deadlines or a change in the Contractor's compensation.

20. **Related Work at the Site:** Nothing in this Agreement shall prevent or preclude City, its employees, officials, or agents, from performing other work related to the Project at the Project site; provided such related work is not otherwise addressed in this Agreement and provided such related work does not otherwise interfere with Contractor's performance of this Agreement or the completion of the Project. Contractor must afford any City employee, agent, or representative, or any third party under contract with the City to perform the related work, proper and safe access to the Project site, a reasonable opportunity for the introduction and storage of materials and equipment, the opportunity to perform the related work, and must properly coordinate the Contractor's work on the Project with the related work.
21. **No Damage or Disruption:** Contractor's performance must be without damage or disruption to any other work or property of the City or of others and without interference with the operation of existing machinery or equipment. Contractor may be held financially responsible for any damage or disruption to City property or operations.
22. **Contractor's Warranties:** Contractor represents and warrants as follows:
 - a. Contractor's warranties shall run from the completion and acceptance of the total Project by the City and not from the date the City may take possession of selected portions of the Project.
 - b. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Project must be new and where not otherwise specified, of the most suitable grade for their intended uses.
 - c. All workmanship and materials shall be of a kind and nature acceptable to the City.
 - d. All equipment, materials, and labor provided to, on, or for the Project must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work on the Project and ending one (1) year from the final completion and acceptance by the City of the Project, regardless of whether such equipment, materials, or labor were supplied directly by Contractor or

indirectly by Contractor's subcontractors or suppliers. Other express warranties on materials that provide for a warranty period longer than one (1) year apply for the period of that express warranty and are not reduced by this provision. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor must take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor must also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

e. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

23. **Contractor's Acceptance of Risk:** Contractor hereby acknowledges and accepts that all performed on the Project by the Contractor is at Contractor's own risk, and Contractor will promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss. If the damage or loss is caused by an intentional or negligent act of the City, the risk of such loss will be placed on the City.

24. **Hold Harmless and Indemnification:** For all services rendered, Contractor agrees, to the fullest extent permitted by law, to protect, defend, hold harmless, and save the City, its elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damage, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any act or omission on the part of the Contractor or Contractor's agents, employees, officers, representative, assignees, invitees, or subcontractors in connection with this Agreement.

25. **Insurance:**

a. *Required Coverage:* At the time of entry into this Agreement, Contractor must have in place the following insurance coverage (check all that apply) :

<input type="checkbox"/>	Commercial General Liability (bodily injury and property damage)	\$ 2,000,000 per occurrence \$ 4,000,000 aggregate
<input type="checkbox"/>	Products and Completed Operations	\$ 3,000,000
<input type="checkbox"/>	Automobile Liability (all owned, hired, non-owned)	\$1,500,000 per accident

<input type="checkbox"/>	Workers' Compensation	Not less than statutory limits
<input type="checkbox"/>	Employers' Liability	\$1,500,000
<input type="checkbox"/>	Professional Liability (E&O)	\$1,500,000
<input type="checkbox"/>	Builder's Risk/Property Insurance	Equal to greater of Contractor's compensation or full replacement (covering all work, buildings, materials and equipment, whether on site or in transit, loss due to fire, lightening, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws, water damage, flood if site within a flood plain, repair or replacement costs, testing and start-up costs)
<input type="checkbox"/>	Owner's and Contractor's Protective Liability	\$ 1,000,000 per occurrence \$ 3,000,000 aggregate
<input type="checkbox"/>	On-Hook Coverage	Enter amount of coverage or hit space to delete this text.
<input type="checkbox"/>	Transit Coverage	\$ 1,000,000

This coverage must be maintained through the termination of this Agreement and for a minimum of one (1) year following the date of expiration of Contractor's warranties.

All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least forty-five (45) days prior written notice has been given to Contractor, City, and all other additional insured to whom a certificate of insurance has been issued.

- b. *Required Documentation:* The insurance must be in a form suitable to City. Certificates must be provided to the City and included as part of this Agreement as **Exhibit E**. Contractor must notify City thirty (30) days prior to the expiration of any such required insurance coverage and must ensure such required insurance coverage is timely renewed during the term of this Agreement so that there is no lapse in coverage during Contractor's performance of this Agreement. Contractor must further notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.

- c. *City as Additional Insured:* Each required insurance coverage must name the City as an additional insured.
- d. *Coverage to be Primary:* The Contractor's insurance coverage is to be primary insurance with respect to City, its elected and appointed officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, agents, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

26. **Bonds:** Contractor must make, execute, purchase, maintain, deliver to City, and include as part of this Agreement as **Exhibit F** the bonds specified in this Section in an amount at least equal to the Contractor's compensation under this Agreement, conditioned that the Contractor must faithfully perform all of Contractor's obligations under this Agreement and pay all laborers, mechanics, subcontractors, material suppliers and all persons who supply the Contractor or Contractor's subcontractors with provisions, provender, material, or supplies for performing work on the Construction Project. All bonds must be obtained with a surety company that is duly licensed and authorized to transact business within the state of Montana and to issue bonds for the limits so required. The surety company must have a Best's Financial Strength Rating of A, as rated by the A. M. Best Co., or an equivalent rating from a similar rating service. All bonds must remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Contractor's warranties. A certified copy of the agent's authority to act must accompany all bonds signed by an agent. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business within the State of Montana is terminated, Contractor must promptly notify City and shall within twenty (20) days after the event giving rise to such notification, provide another bond with another surety company, both of which shall comply with all requirements set forth herein.

The following bonds are required:

Performance Bond	Equal to Contractor's compensation amount
Payment Bond	Equal to Contractor's compensation amount

- 27. **No Assignment or Transfer:** Contractor may not assign or transfer this Agreement or any of its rights, duties, or obligations hereunder without prior express written consent of the City or as otherwise provided for in this Agreement.
- 28. **Compliance with Laws:** Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules, and regulations, including but not limited to: all workers' compensation laws; all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA); the

safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA; all applicable City, County, and State building and electrical codes; and utilization of minority and small business statutes and regulations. Contractor must have a valid City business license.

29. **Hazard Communication**: Contractor must comply with all hazard communication requirements dictated by the Environmental Protection Agency, the Montana Department of Agriculture, OSHA, Hazard Communications Standard, 29 CFR 1910.1200, and applicable City ordinances. Contractor shall supply a chemical list, the associated material safety data sheets (MSDS), and other pertinent health exposure data for chemicals that the Contractor's, subcontractor's, City's elected and appointed officials, officers, agents, employees, and volunteers, or members of the public, may be exposed to while working on City property during the course of the Project. One copy of this documentation must be delivered to City to the attention of the City's Representative. This documentation must be delivered before work involving these chemicals may commence.

30. **Labor Preferences and Prevailing Wages**:

- a. For purposes of Montana's prevailing wage requirements, this Project is classified as **Choose an item**. The Montana Prevailing Wage Rates for this type of project are attached hereto as **Exhibit G** which is incorporated herein by this reference.
- b. Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor's employees and the frequency of such payments (i.e., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the site of the project and shall be made no later than the first day of work. Such posting shall be removed only upon the final completion of the Project and the termination of this Agreement.
- c. In performing the terms and conditions of this Agreement and the work on the Project, Contractor shall give preference to the employment of bona fide residents of Montana as required by §18-2-403, MCA, and as such term is defined by §18-2-401(1), MCA. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.
- d. Contractor must pay all hourly wage employees on a weekly basis. Violation of the requirements may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor must maintain payroll records and provide certified copies to the City upon request. Contractor must maintain such payroll records during the term of this Agreement, the course of the work on the Project, and for a period of three (3) years following the date of final completion of the Project and termination of this Agreement.

31. **Taxes and Withholdings:** Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings.
32. **Nondiscrimination:** Contractor agrees that it will not discriminate based on any protected class in any of its activities or provision of services regardless of whether or not those activities or services are provided in connection with this Agreement. Contractor agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.
33. **Intoxicants; DOT Drug and Alcohol Regulations:** Contractor shall not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, upon the site of the Project. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.
34. **Website Privacy Policy:** If Contractor collects any data electronically as part of performance of this Agreement, Contractor agrees to comply with and follow the City's Website Privacy Policy in order to ensure the data security and data quality of personally identifiable information that is collected during the course and scope of this project.
35. **Records Access and Retention:** Contractor agrees to create and retain records, including but not limited to, books, correspondence, instructions, drawings, specifications, field and site notes, receipts, invoices, bills, contracts, or other documents supporting the services rendered or goods delivered in connection with this Agreement. Contractor agrees, to the extent permitted by law, to provide the City, or the City's authorized agent, access to any such records at the City's request. The City may terminate this Agreement without incurring liability if the Contractor refuses to allow access to records as provided in this section. Contractor agrees to retain any records concerning this Agreement for eight (8) years after the Agreement termination date. The obligation to maintain records required by this section survives the termination or the expiration of this Agreement.
36. **Ownership and Publication of Materials:**

All plans, designs, drawings, specifications, documents, sample results and data, in

whatever medium or format, originated or prepared by or for Contractor in contemplation of, or in the course of, or as a result of this Agreement or work on the Project, must be promptly furnished to the City (“City Documents and Information”). All City Documents and Information become the exclusive property of the City and are deemed to be works-for-hire. Contractor hereby assigns to the City all rights, title, and interest in and to the City Documents and Information, including but not limited to, all copyright and patent rights. Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

Title to all work, materials, and equipment covered by any payment of Contractor’s compensation by City, whether directly incorporated into the Project or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

37. **Representatives and Notice Protocol:** Any notice or demand required or permitted to be given under the terms of this Agreement must be in writing. Written notice must be deemed given when hand-delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery. If either party changes address or contact person, it must notify the other party in writing at the address provided in this section.

a. The City’s Representative for purposes associated with this Agreement is:

Name: [Insert Name and Title.](#)
Address: [Insert Mailing Address.](#)
Phone: [Insert Phone number.](#)
E-Mail: [Insert City Contact email.](#)

The City may designate any other individual as the City’s Representative so long as notice of such designation is provided to the Contractor in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to City’s Representative and approvals or authorizations must be issued only by such Representative; provided, however, that in exigent circumstances when City’s Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents and may receive approvals or authorization from such persons.

b. The Contractor’s Representative for purposes associated with this Agreement is:

Name: [Insert Name and Title.](#)

Address: [Insert Mailing Address.](#)
Phone: [Insert Phone number.](#)
E-Mail: [Insert Email Address.](#)

The Contractor may designate any other individual as the Contractor's Representative so long as notice of such designation is provided to the City in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication must be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

38. Dispute Resolution:

- a. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. Both parties will share equally in cost of hiring a mediator.
- b. If the parties are unable to resolve the dispute within a reasonable time from the date the dispute was first raised, then such dispute must be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

39. Termination for Contractor's Fault:

- a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the Project ("Termination Notice Due to Contractor's Fault"). The City may then take over the Project and complete it, either with its own resources or by re-letting the contract to any other third party, and may immediately take possession of and use such materials, appliances, tools, and equipment as may be on the site and which may be necessary for the completion of the Project.
- b. In the event of a termination pursuant to this Section, Contractor is entitled to payment only for those services Contractor actually rendered. In the case of a lump sum or unit price Agreement, Contractor is not entitled to any further payment until the Project has been completed. Upon completion of the Project, if the unpaid balance of the

Contractor's compensation exceeds the cost to the City of completing the work, including all costs paid to any subcontractors or third parties retained by the City to complete the Project and all administrative costs resulting from the termination ("City's Cost for Completion"), such excess must be paid to the Contractor. If the City's Cost for Completion exceeds the unpaid balance of the Contractor's compensation, then Contractor and its sureties shall be liable for and shall pay the difference, plus interest at the rate applicable to court judgments, to the City.

- c. Any remedies provided for by this Section are in addition to any other remedies to which the City may be entitled under the law or at equity.
- d. If the Agreement is terminated pursuant to this Section, Contractor is not entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

40. Termination for City's Convenience:

- a. Should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease work on the Project, City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination will be effective in the manner specified in the Notice of Termination for City's Convenience and must be without prejudice to any claims that the City may otherwise have against Contractor.
- b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, the Contractor must immediately cease work on the Project, discontinue placing orders for materials, supplies, and equipment for the Project, and make every reasonable effort to cancel all existing orders or contracts upon terms satisfactory to the City. Contractor must do only such work as may be necessary to preserve, protect, and maintain work already completed, in progress, or in transit to the Project site.
- c. In the event of a termination pursuant to this Section, Contractor is entitled to payment only for those services Contractor actually rendered and materials actually purchased or which Contractor has made obligations to purchase on or before the receipt of the Notice of Termination for City's Convenience, and reasonably incurred costs for demobilization of Contractor's and any subcontractor's crews. It is agreed that any materials that City is obligated to purchase from Contractor will remain the City's sole property.

- d. The compensation described in this Section is the sole compensation due to Contractor for its performance of this Agreement. Contractor is not, under any circumstances, entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

41. **Limitation on Contractor's Damages; Time for Asserting Claim:**

- a. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages are limited to the Agreement Amount as stated in this Agreement, and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.
- b. In the event Contractor wants to assert a claim for damages of any kind or nature, Contractor must provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within ten (10) business days of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor waives all rights to assert any such claim.

42. **Authority:** Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement.

43. **Survival:** Contractor's indemnification and warranty obligations survive the termination or expiration of this Agreement for the maximum period allowed under applicable law unless specifically stated otherwise elsewhere in this Agreement.

44. **Remedies Non-Exclusive:** Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.

45. **Failure to Enforce Not a Waiver:** City's failure, at any time, to enforce or to seek strict compliance with any provision of this Agreement or to exercise any right or remedy arising from the breach thereof does not constitute a waiver of that provision or remedy or of any other provision of this Agreement or available remedy.

46. **Binding Effect:** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

47. **No Third-Party Beneficiary:** This Agreement is for the exclusive benefit of the parties,

does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

48. **Full Integration**: This Agreement, together with its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein and supersedes any prior statements, understandings, promises, or representations made by either party or their agents. No agent or representative of either party has authority to make any representations, statements, warranties, or agreements not herein expressed.

The following exhibits are made part of this Agreement by reference:

Exhibit A – Bid Documents (including Request for Bid, Bid Form, City’s Award)

Exhibit B – Project Drawings and Plans

Exhibit C – Project Specifications

Exhibit D – City Supplied Materials

Exhibit E – Insurance Certificates

Exhibit F – Bond Certificates

Exhibit G – Applicable Prevailing Wages

[List any additional Exhibits attached here or hit space to eliminate this text.](#)

49. **Amendments in Writing**: All amendments to this Agreement must be in writing and executed by all parties to this Agreement.
50. **Governing Law and Venue**: This Agreement and any extensions hereof is governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.
51. **Headings**: The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.
52. **Severability**: If any term or provision of this Agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term, condition, or provision held to be invalid.
53. **Counterparts**: This Agreement may be executed in counterparts, which together constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates

stated below.

FOR THE CITY OF HELENA MONTANA

Signed: _____ **Dated:** _____
By: **Tim Burton, City Manager**

FOR THE CONTRACTOR

Signed: _____ **Dated:** _____
By: **Insert Name., Insert Title.**

APPROVED AS TO FORM:

Signed: _____ **Dated:** _____
By: **Rebecca Dockter, City Attorney**

Exhibit A
Bid Documents
(Request for Bid, Bid Form, City's Award)

Exhibit B
Project Drawings and Plans

Exhibit C
Project Specifications

Exhibit D
City Supplied Materials

Exhibit E
Insurance Certificates

Exhibit F
Bond Certificates

Exhibit G
Applicable Prevailing Wages

Exhibit B
Project Drawings and Plans

REPAIR PLAN FOR THE HELENA FIRE TOWER, HELENA, MT, 2022



prepared for

City of Helena
Department of Parks & Recreation
316 North Park Avenue
Helena, MT 59623

by

Joe Miller & Dick Schmidt
Fire Tower Engineered Timber, Inc.
Keweenaw Peninsula, MI / Laramie, WY

Mike Cotroneo & Doug Porter
Porter & Associates
Burlington, VT

September 2022

INTRODUCTION

Helena's Historic Fire Tower, listed on the National Register of Historic Places, was constructed of timber in 1874 (at a cost to the city of \$100) to replace an earlier structure used to alert city residents to fire danger. The fire tower was reinforced to carry a heavier bell in 1886, and by the late 19th century, was configured much as it is today. To address issues of wood decay and the impacts of a recent fire, a wood assessment was completed by Ron Anthony and Doug Porter in 2019 (*Wood Investigation of the Helena Fire Tower, Helena, Montana*. 2019). The assessment included determination of the species, grade, and condition of individual wood members, along with strategies for their repair.

To assist with the planning for the repair of the fire tower, the authors of this report conducted a site visit in July 2022 to (1) gather data on the connections for conducting a structural analysis and completing the repair design, and (2) prepare a list of timbers to be purchased based on the design. Both are needed to arrive at an accurate estimate of costs and material requirements for making repairs.

This report includes the summary results of a structural analysis completed by Dick Schmidt of Fire Tower Engineered Timber, recommendations for repair of each of the existing members requiring intervention based on the results of the structural analysis, and a list of the timber needed to make these repairs.

The structural analysis was focused on determining the minimum number of members needed to carry required loads (in order to maximize the retention of historic elements), and to identify options for strengthening or reconfiguring connections altered in earlier repairs, most of them dating from the latter half of the 20th century. The pressure-treated sills installed in repairs completed in the 1990s are not necessary for carrying required loads, and the structural assessment includes a recommendation that they be removed. Sills appear in some of the historic images of the tower, however, and the deteriorated sill timber on the west may be a relatively early member. We have proposed a repair, in the event that stewards wish to save that member.

Repair recommendations are focused on recovering adequate structural capacity, while maximizing the retention of historic material. The primary repair strategies include a) scarfing new material into historic members to replace decayed material and recover original length, b) dutchman repair of decayed wood at connection locations to recover lost capacity, c) installation of hidden metallic fasteners (product name: Timberlinx) at several of the column-girt and column-brace connections, and d) the use of threaded fasteners to replace steel straps and gussets.

The timber list includes material for making the repairs enumerated in the repair recommendations, with replacement timber keyed to existing elements using member numbers appearing in assessment schematics (originally part of a 2016 report by BCE Structural, they retain condition information, gusset/hardware locations, and some member

sizes from that report; not all of the information is current. The schematics are reproduced here solely as a key to element numbering and are not for construction). It is assumed that: all of the material will be Douglas-fir (*Pseudotsuga menziesii*), except for material to be used in the repair of N6 and S6, which should be western yellow pine (*Pinus sp.*); the material will have a moisture content of 12-15% at the time of installation, and; the material will have a grade of Select Structural (existing material is a mixture of Select Structural and No. 1; the higher quality material will result in longer-lasting repairs). The timber list does not include lumber or timber for cribbing and shoring, which is likely to vary between contractors.

STRUCTURAL ANALYSIS AND GENERAL RECOMMENDATIONS

Structural Analysis

A computer-based structural analysis model of the fire tower was constructed using structure dimensions and member sizes specified in Anthony & Porter (2019)¹. Loads on the analysis model consisted of the self-weight of the timber members, a 1000-lb bell, ground snow load of 30 psf, lateral pressures from 90 mph service-level wind and seismic load per the local Helena building code. The objective of the analysis was to determine the minimum number of members and their minimum sizes required to safely carry the applied loads. This analysis approach is intended to provide maximum flexibility in terms of repair or replacement of members in the existing structure. For instance, damage or decay may reduce the effective cross-section size of a member. But if the remaining cross section equals or exceeds the minimum required size, then that member need not be replaced. In addition, the fire tower frame contains a certain amount of redundancy – members that are not needed to maintain its strength and stability. Redundant members with damage or decay may be retained in the repaired frame without concern for their structural capacity. Their only function will be to maintain the historic configuration of the frame. Of course, the decision to retain decayed members must include consideration of their potential for continued decay, which might impact other members as well.

The structural analysis was performed under the assumption that all members are graded as #1 Douglas-fir, a slightly conservative assumption, since Anthony & Porter (2019) includes some members graded as Select Structural.

Results of the structural analysis are given in Table 1. The minimum member sizes, measured as breadth x depth in inches, are actual sizes, not nominal. Members not listed in the table, such as the 2x lumber cross bracing in the North and South elevations, are not needed in the frame, but they should be reinstalled after repair or replacement for historical continuity.

¹ Anthony, R. & D. Porter (2019) Wood Investigation of the Helena Fire Tower, Helena Montana, 21 September.

Table 1 -- Minimum Member Sizes *		
Member Labels **	Description	Minimum Size (actual)
L1, L2, L3, L4	Main Leg	9x9
N3, N4, S3, S4, E1, E2, W3, W4	Lower diagonal brace	4x4
N5, S5, E3, W5	Lower connecting girt	6x8
J1, J4	Upper side joist	4x4
J2, J3	Bell joist	6x6
E4, E6, W6, W8	Bell-joist strut	4x4
E9, W11	Bell-joist girt	6x6
- none -	Tension rod	1" diameter
* Minimum member size is based on assumed use of #1 Douglas-fir timber		
** Member labels are taken from Anthony & Porter report, 21 Sept 2019		

General Recommendations

Based on on-site examination of the fire tower and results of the structural analysis, the following recommendations are offered.

1. Remove the pressure-treated heavy timber sills on the North and South elevations, as well as the decayed timber sill on the West elevation.
2. Install individual piers under the main legs in the North-East and South-East legs.
3. Provide a 1"-thick standoff moisture barrier (impermeable plate) between the bottom of each leg and its supporting pier. Secure the legs to the (existing and new) piers with steel rod connectors (e.g. Timberlinx HDA095 or Simpson Strong-Tie CPT88Z).
4. Retain the steel tie rods at the base of the structure, but close the hooked ends by welding in steel bars. A closed loop is needed to restrain the outward thrust on the main legs.
5. Secure the steel tie rods to the outside corners of the legs using lengths of vertically oriented angles lying along the outer edge of the leg, rather than the bent straps currently in place.
6. Remove all other steel plates and straps. Replace those connectors with traditional carpenter-style joinery or metallic fasteners hidden within the timber members.
7. Remove all epoxy used to fill checks and other voids in the timbers. For checks and voids that will not drain rainwater, insert dutchmen blocks to close the openings.
8. Install a lightning-protection system.

Repair Recommendations

The Helena Fire Tower was constructed in 1874, and is almost certainly one of the last surviving timber-framed towers in the U.S. constructed for the purpose of detecting fires in urban settings. Several ad hoc repair campaigns have resulted in replacement of damaged members, alteration of original connections, and the shortening of braces to remove decayed ends. To maximize retention of historic material, repair strategies include scarfing new material into corner posts to replace decayed bases, scarfing one new end on most braces to make up lost length and provide good wood at connection locations, and creating connections based on historic examples and required capacity.

In what follows, repair recommendations are offered for deteriorated members on the north, east, south, and west elevations, using the element numbering that appears on schematics included in this report. Only those elements requiring repair appear in the recommendations for each elevation. These recommendations are accompanied by a list of the timber needed to make these repairs.

North elevation

L4: To repair this corner post, scarf 6' section at base (to replace deteriorated wood), repair deterioration at connection locations using dutchman inserts.

N3: Scarf 5' section at lower end, install Timberlinx connector at upper connection, bolted connection (with housing in corner post) at lower end; add straining member between N3 and N4.

N4: Scarf 6' section at lower end, install Timberlinx connector at upper connection, bolted connection (with housing in corner post) at lower end; add straining member between N3 and N4.

N5: Remove bolted straps.

N6: Scarf at top to recover lost length; remove bolster.

N7, N8: Replace with 3 x 6 braces, fastened with screws.

East elevation

L3: Explore extent of deterioration at connection locations; repair, if possible, or replace in kind if repair is infeasible.

E1: Scarf 6' section at lower end, install Timberlinx connector at upper connection, bolted connection (with housing in corner post) at lower end; add straining member between E1 and E2.

E2: Add Timberlinx connectors, top and bottom ends.

E3: Add bolsters at corner posts.

E4-6: No repair necessary. Replace existing brackets at upper connections with structural screws.

E7, E8: House in corner posts; add Timberlinx connectors at each end.

E9: Explore extent of deterioration at connection locations; repair, if possible, or replace in kind if repair is infeasible. Consider adding bolsters to posts

South elevation

L2: Replace in kind

S3: Scarf 5' section at lower end, install Timberlinx connector at upper connection, bolted connection at lower end; add straining member between S3 and S4.

S4: Explore extent of deterioration at connection locations; scarf section at lower end, install Timberlinx connector at upper connection, bolted connection at lower end. Replace in kind if repair is infeasible. Add straining member between S3 and S4.

S5: No repair necessary. Add Timberlinx connectors.

S6: Scarf new wood at upper end to recover original length; remove bolster.

S7, S8: Replace with 3 x 6 braces, fastened with screws.

Belfry-level rim joist: No repair necessary: replace steel brackets with screws.

West elevation

L1: Explore extent of deterioration at connection locations; repair, if possible, or replace in kind if repair is infeasible.

W2: No repair necessary.

W3, W4: Scarf new material at lower ends (replacing decayed or damaged wood), install Timberlinx connectors at upper connections, bolted connection (with housings in corner posts) at lower ends; add straining member between W3 and W4.

W5: Replace in kind

W6, W8: Scarf in new wood to replace damaged or decayed material; replace existing bolster with one sized to support these members.

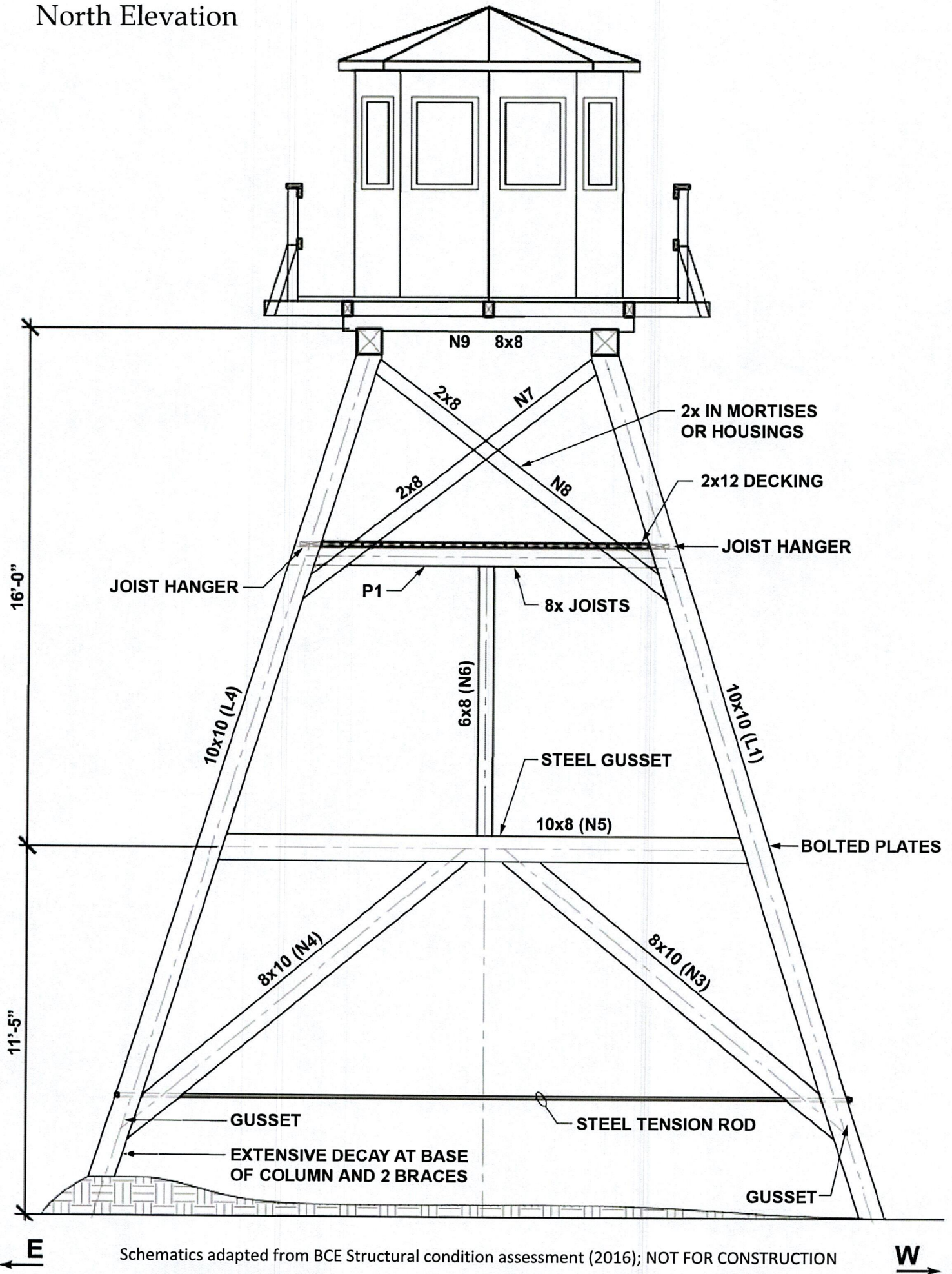
W7: No repair necessary

W9, W10: Replace with wood that has not been pressure treated

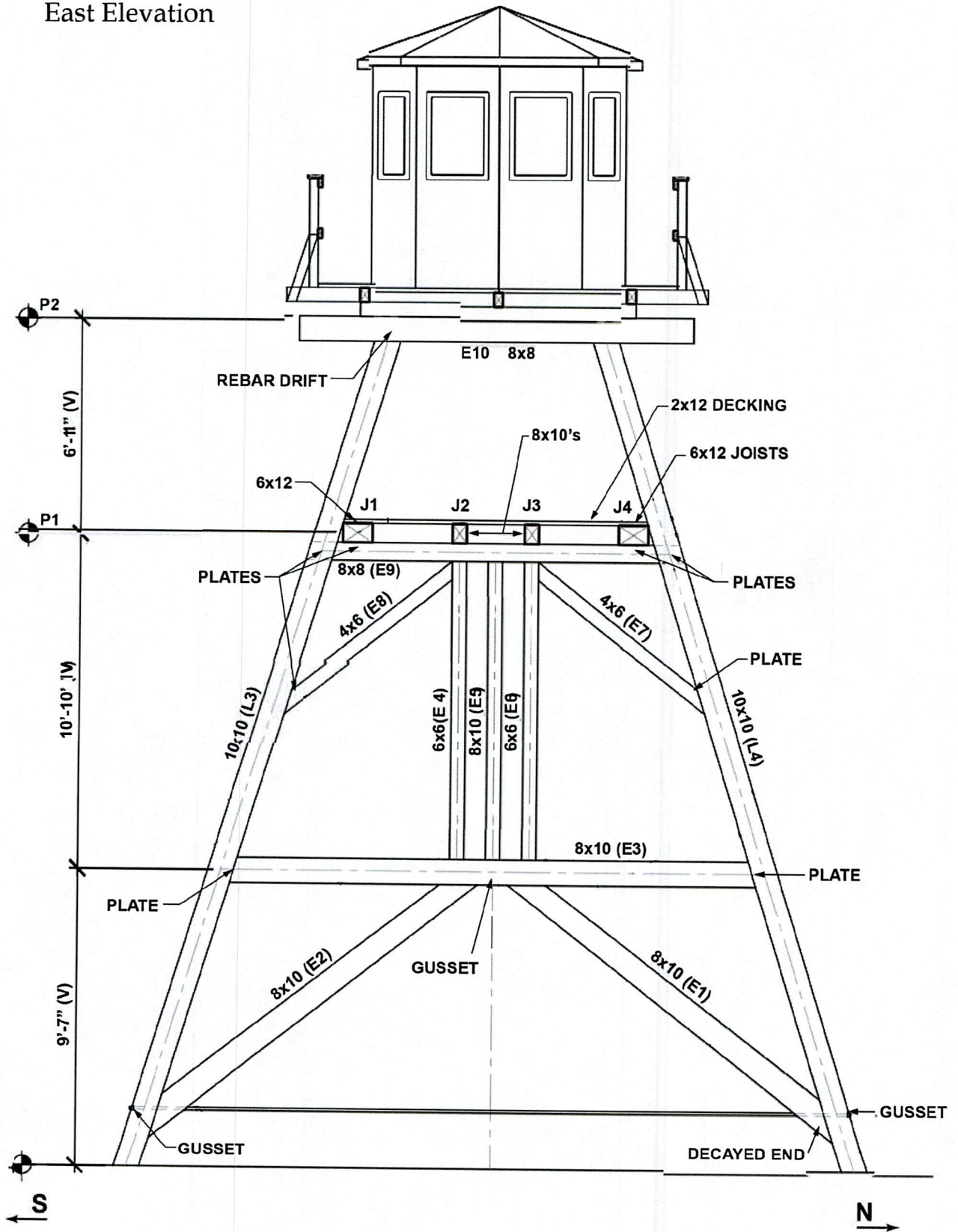
W11: Replace in kind

Sill: The sill and strut are not necessary to achieve structural objectives, but the sill may be one of the oldest surviving timbers. There is a long decay void near midspan that will require repair if the member is to be retained; repair options include removing decayed material from the bottom surface (to hide the repair) and letting a dutchman into the resulting void

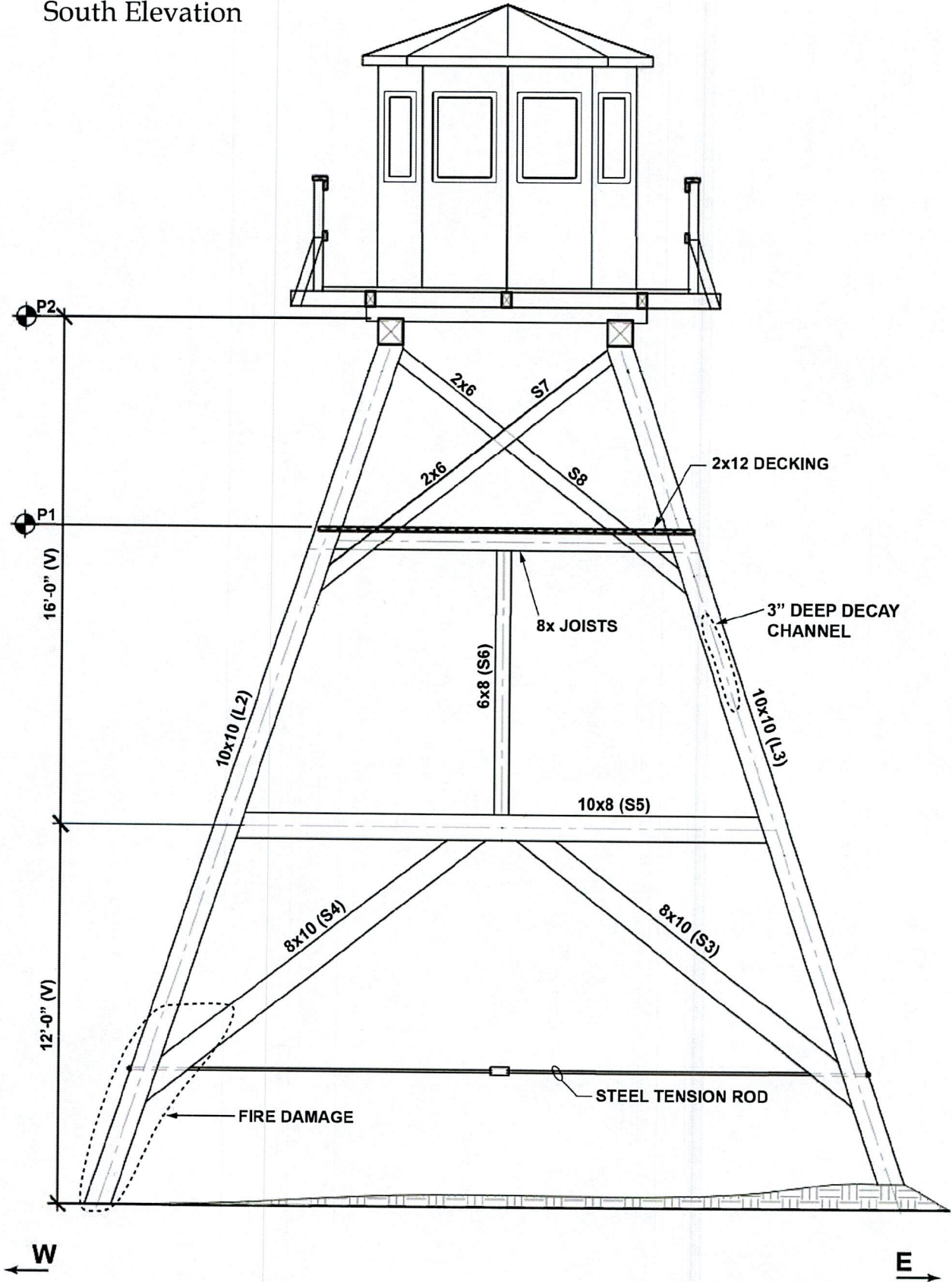
North Elevation



East Elevation

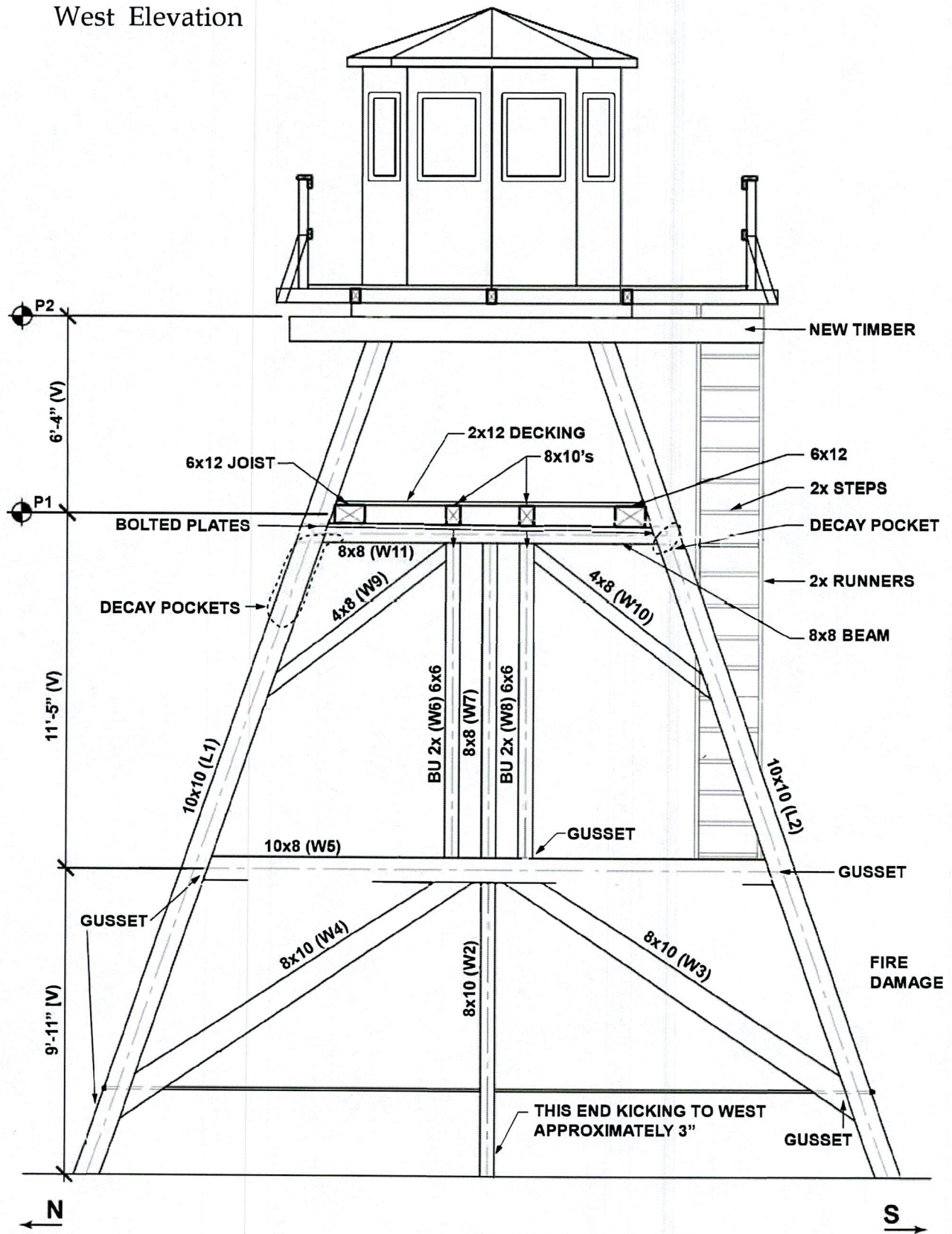


South Elevation



Schematics adapted from BCE Structural condition assessment (2016); NOT FOR CONSTRUCTION

West Elevation



Timber List Helena Fire Tower

North Elevation	Element #	QTY	SIZE	SPECIES	GRADE	Comment
	N3,N4	1	8x8x16	Douglas Fir	Select Structural	repair stock
	N6	1	6x8x14	Pon. Pine	Select Structural	replacement /original is ponderosa pine
	N7,N8	2	3X6X16'	Douglas Fir	Select Structural	replacement
	L4	1	10X10X16'	Douglas Fir	Select Structural	repair stock
East Elevation	L3	1	10x10x16	Douglas Fir	Select Structural	repair stock
	E1	1	8X10X14	Douglas Fir	Select Structural	repair stock
	E6,E7	2	4x6x12	Douglas Fir	Select Structural	replacement / repair stock
	E9	1	6x8x12	Douglas Fir	Select Structural	replacement / repair stock
South Elevation	S6	1	6X8X14	Pon. Pine	Select Structural	replacement /original is ponderosa pine
	S7,S8	2	3X6X12	Douglas Fir	Select Structural	replacement
	S3,S4	2	8X10X16	Douglas Fir	Select Structural	replacement / repair stock
	L2	1	10X10X28	Douglas Fir	Select Structural	replacement
West Elevation	W3,W4	2	8x10x16	Douglas Fir	Select Structural	repair stock
	W5	1	8X10X24	Douglas Fir	Select Structural	replacement
	W6,W7,W8	3	6X6X12	Douglas Fir	Select Structural	replacement
	W9,W10	2	4X6X10	Douglas Fir	Select Structural	replacement
	W11	1	8X8X8	Douglas Fir	Select Structural	replacement
Cab Floor						
		2	10x10x18	Douglas Fir	Select Structural	replacement / To replace pressure treated elements
		3	6x8x12	Douglas Fir	Select Structural	replacement / To replace pressure treated elements
		10	4x4x8	Douglas Fir	Select Structural	replacement / To replace pressure treated elements
		4	6x8x12	Douglas Fir	Select Structural	replacement / To replace pressure treated elements
		12	2x4x8	Douglas Fir	Select Structural	replacement / To replace pressure treated elements
Fire Tower Sill						
		1	8x18x28	Douglas Fir	Select Structural	repair west sill (if desired)

Exhibit C
Project Specifications

CITY OF HELENA FIRE TOWER
 FIRE TOWER PARK
 HELENA, MONTANA 59601

GENERAL NOTES

RE: REPAIR PLAN FOR THE HELENA FIRE TOWER, HELENA, MT, SEPTEMBER 2022

DESIGN STANDARDS:

2018 INTERNATIONAL BUILDING CODE
 ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
 2018 NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION

DESIGN CRITERIA:

DEAD LOAD:

ROOF 15 PSF (PROJECTED)
 BELL FLOOR 15 PSF

SNOW LOAD

GROUND 30 PSF

LIVE LOAD

ROOF 20 PSF (REDUCIBLE)
 BELL FLOOR 40 PSF

WIND

3-SEC GUST WIND SPEED 115 MPH (ULTIMATE LEVEL)
 EXPOSURE C (OPEN TERRAIN)

SEISMIC LOAD

DESIGN CATEGORY: D0 0.455
 SDS 0.233
 SOIL CLASS D

WOOD:

TIMBERS

UNLESS OTHERWISE NOTED, SOLID SAWN TIMBER SHALL BE SELECT STRUCTURAL DOUGLAS-FIR. TIMBERS SHALL BE PLANED TO 1/2" UNDER THE STATED NOMINAL DIMENSION.

DECKING

UNLESS OTHERWISE NOTED, ALL ROOF DECKING SHALL BE 1x6 T&G COMMERCIAL-GRADE SPF DECKING. EACH DECKING PIECE MUST BE CONTINUOUS OVER AT LEAST TWO SPANS. SECURE EACH PIECE WITH (1) 8d FACE NAIL AND (1) 8d TOE-NAILED THROUGH THE TONGUE AT EACH SUPPORT LOCATION.

DIMENSION LUMBER

ALL 2X, 3X AND 4X DIMENSION LUMBER SHALL BE KD #2 SPF OR OTHER SPECIES WITH EQUIVALENT ALLOWABLE DESIGN STRENGTHS. DIMENSION LUMBER SHALL BE SIZED ACCORDING TO THE PROVISIONS OF VOLUNTARY PRODUCT STANDARD PS 20 - "AMERICAN SOFTWOOD LUMBER STANDARD."

TIMBER SCREWS

UNLESS NOTED OTHERWISE, ALL SCREWS SHALL BE BY GRK RSS OR WURTH ASSY, WITH A SHANK DIAMETER OF AT LEAST 0.2", AND A THREAD DIAMETER OF AT LEAST 0.30". EQUAL SUBSTITUTIONS MAY BE MADE ONLY WITH DIRECT WRITTEN PERMISSION FROM THE ENGINEER. SCREWS HOLES SHALL NOT BE PRE-DRILLED UNLESS OTHERWISE NOTED. SCREWS SHALL HAVE AT LEAST 2" OF THREAD PENETRATION INTO THE CONNECTING MEMBER.

NAILS

UNLESS OTHERWISE CALLED OUT IN THE PLANS FOR MORE STRINGENT NAILING, NAILING SHALL MEET OR EXCEED THE NAILING IN IRC TABLE R602.3(1). ALL NAILS SPECIFIED ARE COMMON. WHEN AIR GUN NAILING IS USED, CARE SHALL BE TAKEN TO USE TRUE COMMON NAIL EQUIVALENTS REGARDING DIAMETER: 8d = 0.131", 10d = 0.148", 16d = 0.162".

STEEL PLATES AND SHAPES

STEEL PLATES AND SHAPES SHALL BE ASTM GRADE A36 OR BETTER, FINISHED PER CLIENT SPECIFICATIONS.

STRAPS AND HOLD-DOWNS

UNLESS OTHERWISE NOTED, ALL STRAPS AND HOLD-DOWNS ARE BY SIMPSON STRONG-TIE OR EQUIVALENT.

TIMBER FRAME JOINERY

UNLESS OTHERWISE CALLED OUT IN JOINERY DETAILS ON THE STRUCTURAL AND TIMBER FRAME DRAWINGS, THE JOINERY SHALL MEET THE FOLLOWING REQUIREMENTS, AND BE DETAILED IN ACCORDANCE WITH TREC 1-2019.

ALL PEGS SHALL BE 1" IN DIAMETER, AND MEET THE REQUIREMENTS OF TREC 1-2019.

UNLESS NOTED OTHERWISE, TENONS CONNECTING MEMBERS IN 8X MATERIAL AND LARGER (SMALLEST DIMENSION) SHALL BE 2" THICK AND 5" LONG, WITH 3" OF RELISH. IN 6X MATERIAL, 1 1/2" THICK, 4" LONG TENONS WITH 2 1/2" RELISH SHALL BE USED. 4X AND SMALLER MATERIAL, INCLUDING BRACES (UNLESS OTHERWISE CALLED OUT) AND STRUTS, SHALL HAVE A 1 1/2" THICK TENON, AT LEAST 3 1/2" IN LENGTH, AND 2 1/2" OF RELISH.

WHERE TENON INTERFERENCE OCCURS, TENONS SHALL BE AS LONG AS POSSIBLE AND OFFSET (HIGH AND LOW) WHERE POSSIBLE. IN THREE-WAY AND FOUR-WAY CONNECTIONS, 1 1/2" THICK HARDWOOD (SPECIFIC GRAVITY EQUAL TO OR GREATER THAN THE CONNECTING TIMBERS) OR 1 1/2" LV SPLINES ARE STRONGLY ENCOURAGED.

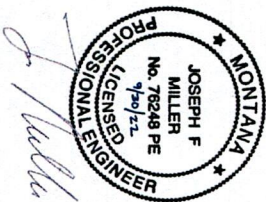
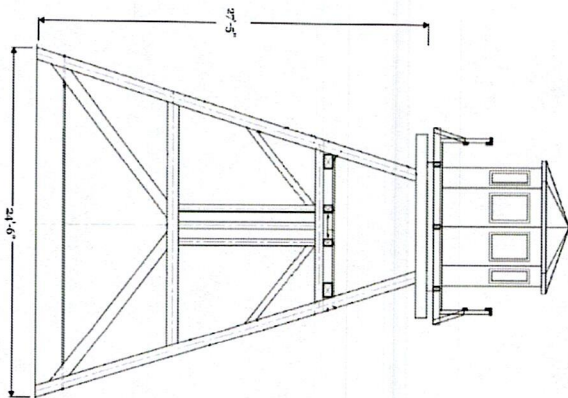
HOUSINGS FOR 6X AND LARGER STOCK SHALL BE 1", UNLESS SPECIFIED OTHERWISE.

WHERE 6X FRAMING IS NOT DIRECTLY SUPPORTING ROOF OR FLOOR LOADS, 1/2" STUB TENONS MAY BE USED IN PLACE OF FULL 1" HOUSINGS. 4X MATERIAL, INCLUDING BRACES, SHALL BE HOUSED 1/2". BIRDS MOUTHS, REDUCTIONS, AND COPES NOT SUPPORTED BY A BEARING SURFACE SHALL NOT EXCEED MORE THAN 1/4 OF THE MEMBER DEPTH WITHOUT REQUIRING REINFORCEMENT.

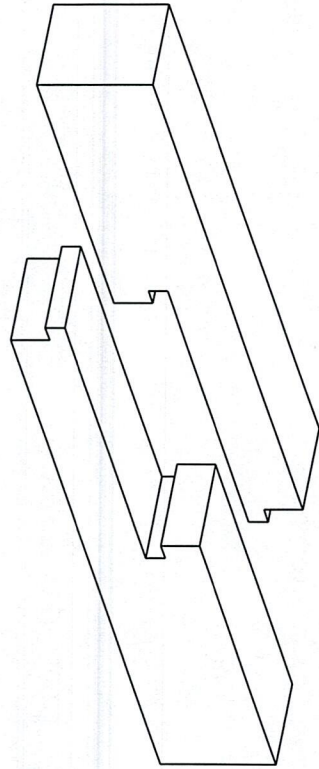
UNLESS NOTED OTHERWISE, RAFTERS AND PURLINS SHALL BE SECURED INTO THEIR HOUSINGS AND SUPPORTS WITH SCREWS, (1) SCREW AT EACH END FOR 6X AND SMALLER MATERIAL, (2) SCREWS AT EACH END FOR 8X AND LARGER MATERIAL.

DUTCHMAN REPAIR

A DAMAGED OR DECAYED TIMBER MAY BE REPAIRED, AFTER REMOVAL OF THE DAMAGED OR DECAYED MATERIAL, WITH A TIGHT-FITTING DUTCHMAN INSERTED INTO A CLEANLY CUT CAVITY WITH SOUND PERIMETER FACES. SECURE THE DUTCHMAN USING WEST SYSTEMS 105 EPOXY RESIN WITH 205 OR 206 HARDENER ON ALL CONTACT SURFACES. FULLY THREADED SELF-TAPPING SCREWS MAY BE USED TO HOLD THE DUTCHMAN IN POSITION WHILE THE EPOXY HARDENS.



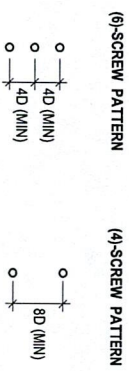
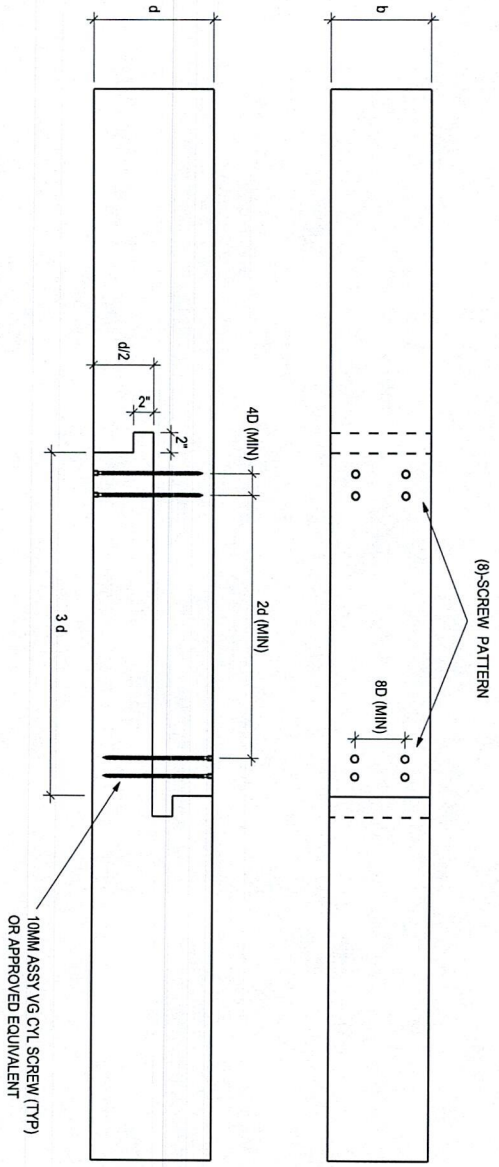
FOR: PRICING		CITY OF HELENA FIRE TOWER RESTORATION DRAWING TITLE: GENERAL NOTES	DATE: 29 SEPT 2022	REVISIONS	
			SCALE: NONE	DATE	BY
SHEET: TF-1.0	FIRE TOWER ENGINEERED TIMBER, INC. KEWEENAW PENINSULA, MI • LARAMIE, WY	DSN TEAM: FTET			



MEMBER SCARF AND SCREW SCHEDULE

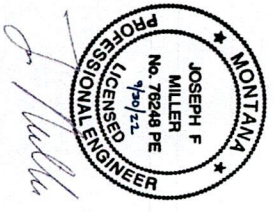
MEMBER*	DESCRIPTION	SIZE	SCARF LENGTH**	NO. SCREWS	LENGTH (MM)
L4	CORNER POST	10X10	LOWER 6 FT	8	240
N3	DIAGONAL BRACE	8X10	LOWER 5 FT	6	240
N4	DIAGONAL BRACE	8X10	LOWER 6 FT	6	240
N6	INTERMEDIATE POST	8X10	UPPER 4 FT	6	240
E1	DIAGONAL BRACE	8X10	LOWER 6 FT	6	240
S3	DIAGONAL BRACE	8X10	LOWER 5 FT	6	240
S4	DIAGONAL BRACE	8X10	LOWER 5 FT	6	240
S6	INTERMEDIATE POST	6X8	LOWER 4 FT	4	180
W3	DIAGONAL BRACE	8X10	LOWER 6 FT	6	240
W4	DIAGONAL BRACE	8X10	LOWER 6 FT	6	240
W6	INTERMEDIATE POST	6X8	UPPER 4 FT	4	180
W8	INTERMEDIATE POST	6X8	UPPER 4 FT	4	180

* FOR MEMBER LABEL IDENTIFICATION, SEE MILLER, SCHMIDT, COTRONICO & PORTER (2022).
 REPAIR PLAN FOR THE HELENA FIRE TOWER, HELENA, MT., SEPTEMBER 2022.
 **LENGTH VALUE INDICATES THE LENGTH OF THE REPLACEMENT PIECE'S FULL-CROSS-SECTION BELOW OR ABOVE THE START OF THE SCARF NOSE

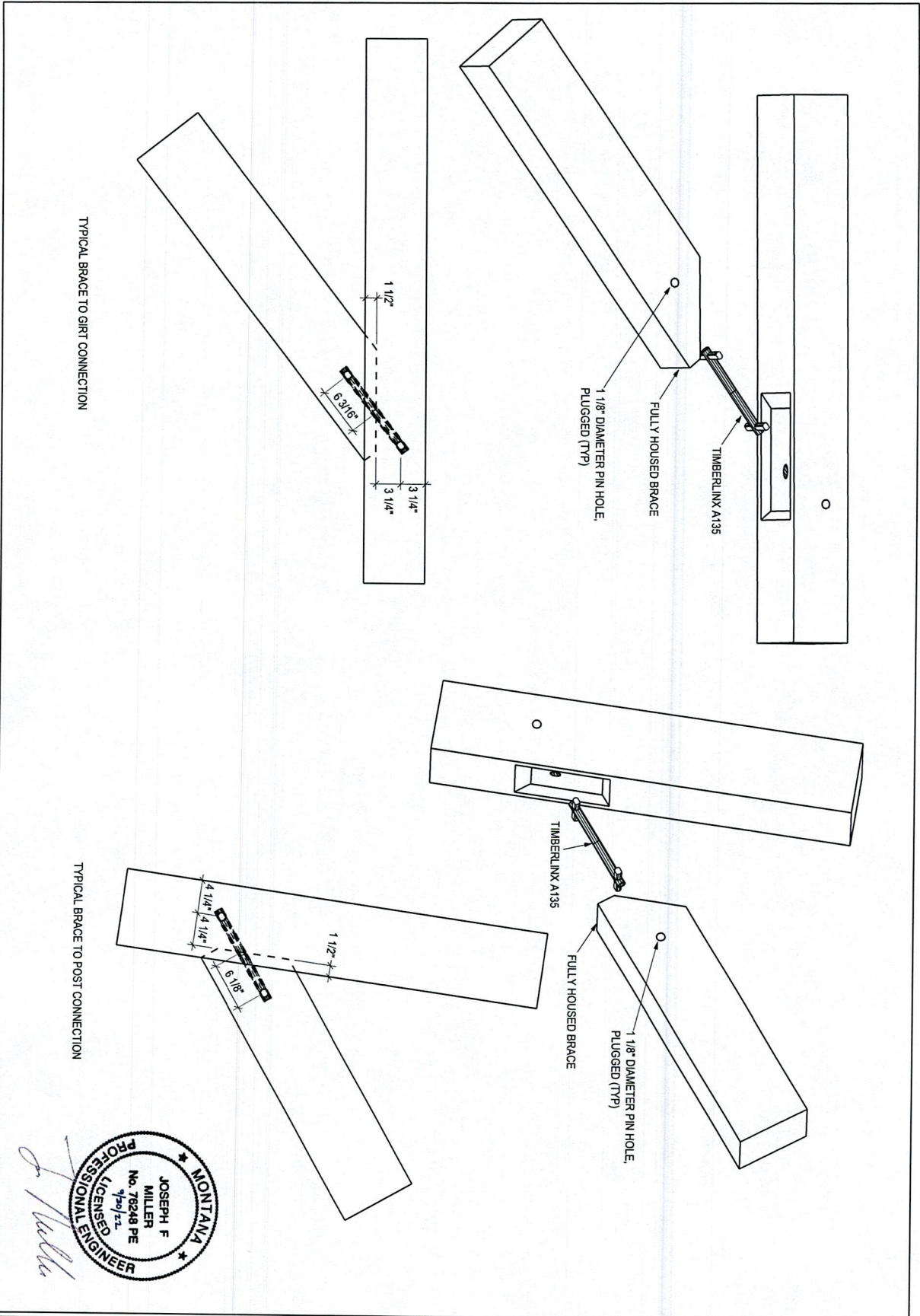


NOTATION:
 b = MEMBER BREADTH
 d = MEMBER DEPTH
 D = SCREW DIAMETER

10MM ASSY VG CYL SCREW (TYP)
 OR APPROVED EQUIVALENT

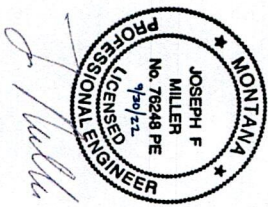


FOR: PRICING		CITY OF HELENA FIRE TOWER RESTORATION	DATE: 29 SEPT 2022	REVISIONS	
			SCALE: NONE	DATE	BY
SHEET: TF-1.1		DRAWING TITLE: TYPICAL SCARF DETAILS	DSN TEAM: FTET		
		FIRE TOWER ENGINEERED TIMBER, INC. KEWEENAW PENINSULA, MI • LARAMIE, WY			



TYPICAL BRACE TO GIRT CONNECTION

TYPICAL BRACE TO POST CONNECTION




FOR: PRICING	 FIRE TOWER ENGINEERED TIMBER <small>Unleashing the Design & Engineering of Timber Structures</small>	CITY OF HELENA FIRE TOWER RESTORATION DRAWING TITLE: TYPICAL TIMBERLINK DETAILS	DATE: 29 SEPT 2022 SCALE: NONE DSN TEAM: FTET	REVISIONS DATE BY
			SHEET: TF-1.2	FIRE TOWER ENGINEERED TIMBER, INC. KEWEENAW PENINSULA, MI • LARAMIE, WY

Exhibit D
City Supplied Materials

There are no city supplied materials for this project

Exhibit E
Insurance Certificates

Exhibit F
Bond Certificates

Exhibit G
Applicable Prevailing Wages

**MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2024**

Effective: January 13, 2024

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

***Sarah Swanson, Commissioner
Department of Labor & Industry***

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

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 8011
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 erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

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

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of January 13, 2024

B. Definition of Heavy Construction

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

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

C. Definition of Public Works Contract

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

D. Prevailing Wage Schedule

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

E. Rates to Use for Projects

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

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits

Section 18-2-412, MCA states:

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

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

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

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

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

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

H. Dispatch City

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

I. Zone Pay

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

J. Computing Travel Benefits

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

K. Per Diem

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

L. Apprentices

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

M. Posting Notice of Prevailing Wages

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

N. Employment Preference

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

O. Projects of a Mixed Nature

Section 18-2-408, MCA states:

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

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

P. Occupations Definitions

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

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

Q. Welder Rates

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

R. Foreman Rates

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

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

WAGE RATES

BOILERMAKERS

Wage	Benefit
\$35.30	\$30.94

Travel and Per Diem:
No travel or per diem established.

Duties Include:

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

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BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$32.32	\$16.78

Travel:
0-70 mi. free zone
>70-90 mi. \$60.00/day
>90 mi. \$80.00/day

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CARPENTERS

Wage	Benefit
\$34.50	\$14.07

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

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CEMENT MASONS AND CONCRETE FINISHERS

No Rate Established

Duties Include:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$30.76	\$14.40

This group includes but is not limited to:

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

Zone Pay:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$31.55	\$14.10

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

Zone Pay:

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

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$37.00	\$15.93

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

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 Haul Truck,
Articulating Trucks, Vac Truck.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$37.00	\$15.93

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

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
\$37.00	\$15.93

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

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
\$38.00	\$15.93

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

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
\$39.00	\$15.93

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

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
\$23.08	\$11.82

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

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$26.57	\$11.82

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/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; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$26.07	\$11.82

This group includes but is not limited to:

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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Zone Pay:

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

CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$26.76	\$11.82

This group includes but is not limited to:

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

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Zone Pay:

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

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

DIVERS

	Wage	Benefit
Stand-By	\$48.51	\$16.05
Diving	\$97.52	\$16.05

Depth Pay (Surface Diving)

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

Diving In Enclosures

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

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Zone Pay:

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

DIVER TENDERS

Wage	Benefit
\$47.55	\$16.05

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

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Zone Pay:

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

ELECTRICIANS

Wage	Benefit
\$38.86	\$17.75

Travel:

No mileage due when traveling in employer's vehicle.

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

0-18 mi. free zone
>18-60 mi. federal mileage rate/mi.

Per Diem

District 4

>60 mi. \$80.00/day

Per Diem in Big Sky and West Yellowstone \$125/day.

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

Wage	Benefit
\$42.26	\$21.99

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

Travel:

0-30 mi. free zone
>30-40 mi. \$25.00/day
>40-50 mi. \$35.00/day
>50-60 mi. \$45.00/day
>60 mi. \$130.00/day plus

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

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
\$33.95	\$24.50

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

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.

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
\$33.95	\$24.50

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

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.

LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
\$38.56	\$17.93

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$30.11	\$17.44

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$50.35	\$19.54

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

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MILLWRIGHTS

Wage	Benefit
\$40.49	\$18.84

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

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PAINTERS

Wage	Benefit
\$25.00	\$0.00

Travel and Per Diem:
No travel or per diem established.

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PILE BUCKS

Wage	Benefit
\$34.50	\$14.07

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

Duties Include:

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

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
\$40.06	\$20.71

Travel:
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: \$110.00/day.

Duties Include:

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

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SPRINKLER FITTERS

Wage	Benefit
\$39.06	\$25.39

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

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

0-60 mi. free zone
>60-80 mi. \$23.00/day
>80-100 mi. \$33.00/day
>100 mi. \$125.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle except when staying the night.

>100 mi. \$125.00/day

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TRUCK DRIVERS

Pilot Car Driver	No Rate Established	
	Wage	Benefit
Truck Driver	\$31.00	\$9.37

Truck drivers include but are not limited to:

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

Zone Pay:

All Districts

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

Special Provision:

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

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