

RESOLUTION NO. 3704

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONSTRUCTION CONTRACT WITH CENTURY COMPANIES, INC., A MONTANA CORPORATION, FOR REPLACEMENT OF CURB, GUTTER, SIDEWALKS AND ADA RAMPS AT TRIANGLE PARK


WHEREAS, the City has advertised for replacement of curb, gutter, sidewalks and ramps at Triangle Park in Miles City, Montana;

AND WHEREAS Century Companies, Inc., a Montana corporation, of Lewistown, Montana was the lowest responsible bidder for such project;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The Contract for paving services attached hereto as Exhibit "A," is hereby approved and adopted by this Council;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Contract on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Contract and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8TH DAY OF JULY, 2014.



C. A. Grenz, Mayor

ATTEST:



Lorrie Pearce, City Clerk

3709

CONTRACT

THIS CONTRACT, made as of the 21st of May 2014, by and between the **CITY OF MILES CITY, MONTANA**, hereinafter called the **OWNER** and Century Construction ^{Companies, Inc.} hereinafter called **CONTRACTOR**, that said **CONTRACTOR**, if a corporation organized under the laws of any state or other jurisdiction other than the State of Montana, represents that it is licensed and registered to do business in the State of Montana.

KLC
4/4/14

WHEREAS, the **OWNER** desires to have the following work completed by **CONTRACTOR**: Replace all curb, gutter, fillets, and radius', sidewalks, and ADA ramps. - All items of construction must meet the specifications as outlined in the bid package, hereinafter called the **PROJECT**, in accordance with the Drawings, Specifications and other Contract Documents prepared by the City Public Works Office, City of Miles City, Miles City, Montana, 59301, hereinafter called **PUBLIC WORKS**;

Triangle Park

AND WHEREAS, the **CONTRACTOR** desires to complete said **PROJECT**;

NOW, THEREFORE, THE OWNER and CONTRACTOR for the considerations herein set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the **PROJECT** described herein, in strict compliance with the **CONTRACT DOCUMENTS**, which are hereby made a part of the Contract. Contractor has examined and carefully studied the **CONTRACT DOCUMENTS**, has visited the **PROJECT** site, and is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress or performance of its obligations hereunder, and agrees

that the **CONTRACT DOCUMENTS** are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of work necessary to complete the **PROJECT**.

A. CONTRACT TIME: Work under this Contract shall be commenced upon written notice to proceed and shall be completed within **45** working days of the commencement of the Contract Time as defined in the General Conditions. All time limits in this **CONTRACT**, including but not limited to milestones, substantial completion, and completion, are material requirements under this **CONTRACT**.

B. LIQUIDATED DAMAGES: Subject to the provisions of the General Conditions, the **OWNER** shall be entitled to liquidate damages in the amount of **TWO HUNDRED DOLLARS (\$200.00)**, for each working day delay in the completion of the **CONTRACT**.

C. SUB-CONTRACTORS: **THE CONTRACTOR** agrees to bind every sub-contractor by the terms of the **CONTRACT DOCUMENTS**. The **CONTRACT DOCUMENTS** shall not be construed as creating any contractual relation between any sub-contractor and the **OWNER**.

THE OWNER AGREES to pay and the **CONTRACTOR** agrees to accept, in full payment for the performance of this **CONTRACT**, the **CONTRACT** amount of **Eighty-Eight Thousand and no cents, (\$ 88,000.00)** based on the prices stipulated in the **PROPOSAL**, and in accordance with the provisions of the **CONTRACT DOCUMENTS**.

D. PROGRESS PAYMENTS will be made in accordance with the **GENERAL CONDITIONS**.

E. "CONTRACT DOCUMENTS": The term "**CONTRACT DOCUMENTS**" as used herein shall mean and include the following:

- a. (This Instrument)
- b. Performance and Payment Bond
- c. Addenda to **CONTRACT DOCUMENTS** (if any)
- d. Legal and Procedural Documents:
 - 1. Proposal
 - 2. Information for Bidders
 - 3. Advertisement for Bids
- e. Special Provisions
 - 1. Montana Public Works Standard Specification, Sixth Edition
Available for review in the Engineering Department at City Hall
- f. Drawings
- g. Detailed Specification Requirements
- h. General Conditions
 - 1. EJCDC C-700 Standard General Conditions of the
Construction Contract, as may be revised from time to time
- i. Information for Bidders

F. AUTHORITY AND RESPONSIBILITY OF PUBLIC WORKS: All work shall be done under the general surveillance of **PUBLIC WORKS**. **PUBLIC WORKS** shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of **DRAWINGS** and **SPECIFICATIONS** and all questions as to the acceptable fulfillment of the **CONTRACT** on the part of **CONTRACTOR**. In acting in this capacity under this **CONTRACT**, **PUBLIC WORKS** is acting as the agent of the **OWNER** to protect the interests of the **OWNER** and to insure that the **CONTRACTOR'S** work is done in full compliance with the terms of this

CONTRACT and this service does not include direction or supervision of the **CONTRACTOR'S** employees, agents or subcontractors, or the inspection of any of the equipment, installations, temporary storing, or any other of the **CONTRACTOR'S** operations or those of his subcontractors, to safeguard their agents or employees, or the general public, or to prevent damage to public or private property, this being the sole responsibility of the **CONTRACTOR**.

G. SUCCESSORS AND ASSIGNS: **THIS CONTRACT** and all of the covenants hereof shall insure to the benefit of, be binding upon the **OWNER** and **CONTRACTOR** respectively, and his partners, successors, assigns and legal representatives. **NEITHER THE OWNER** nor the **CONTRACTOR** shall have the right to assign or transfer his interests or obligations hereunder without written consent of the other party.

H. PREFERENCE FOR EMPLOYMENT OF MONTANA RESIDENTS AND PAYMENT OF PREVAILING WAGES: Pursuant to 18-2-403 MCA the **CONTRACTOR** is required to give preference to the employment of bona fide Montana residents in the performance of the work. The **CONTRACTOR** is required to pay:

a. the travel allowance that is in effect and applicable to the district in which the work is being performed; and

b. the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed.

Each **CONTRACTOR** and employer is required to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for not less than 3 years after the **CONTRACTOR'S** or employer's completion of work on the project.

Each **CONTRACTOR** is required to post a statement of all wages and fringe benefits in

compliance with 18-2-423 MCA.

Attached hereto as Exhibit "A", and made a part hereof, is a statement, for each job classification, the standard prevailing wage rate, including fringe benefits, that the CONTRACTOR and employers shall pay during construction of the project;

I. NON-DISCRIMINATION: All hiring by CONTRACTOR must be on the basis of merit and qualifications and there shall not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this CONTRACT.

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

City of Miles City
OWNER
BY: *Chris Grenz*
Chris Grenz
TITLE: Mayor

City of Miles City
BUSINESS ADDRESS
P.O. Box 910
Miles City, MT 59301
CITY STATE

Century ^{COMPANIES} Construction, INC
CONTRACTOR
BY: *[Signature]*
TITLE: Civil Division Manager

PO Box 579, 510 1st Ave. North
Lewistown, MT 59457
CITY STATE

EXHIBIT "A"
MONTANA
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION SERVICES 2013

Effective: February 1, 2013

Steve Bullock, Governor
State of Montana

Pam Bucy, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates visit ERD at www.mtwagehourbopa.com or contact them at:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The Labor Standards Bureau 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 that each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance and per diem applicable to the district in which the work is being performed, as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

PAM BUCY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication February 1, 2013

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM) 24.17.501(3) – (3)(a), Public Works Contracts For Construction Services Subject to Prevailing Rates, states: *“Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction.*

Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway, grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails.”

Federal Davis-Bacon wage rates as published in U.S. Department of Labor General Wage Decision No. MT120001 Modification No.5 have been adopted by the Montana Department of Labor and Industry for use in Highway Construction projects and are included in this publication. These rates apply statewide or as shown in MT120001 Modification No. 5.

C. Definition of Public Works Contracts

Montana Code Annotated (MCA), section 18-2-401(11)(a), 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 Highway 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, Heavy Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

E. Rates to Use for Projects

Rates to be used on a public works project are those that are in effect at the time the project and 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. 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 prevailing wage rate when working on a public works contract.

I. 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 to be paid to the employees.”*

J. 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.

**MONTANA STATEWIDE PREVAILING
DAVIS-BACON**

Effective: February 1, 2013

HIGHWAY CONSTRUCTION WAGE RATES

General Wage Determinations Issued Under
the Davis-Bacon and Related Acts

State: Montana

Construction Types: Highway

Counties: Montana Statewide.

****ZONE PAY****

CEMENTS MASONS, IRON WORKERS, LABORERS, POWER EQUIPMENT OPERATORS, TRUCK DRIVERS

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

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA, KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

ZONE 1: 0 to 30 miles - Free

ZONE 2: 30 to 60 miles - Base Pay + \$2.50

ZONE 3: Over 60 miles - Base Pay + \$4.00

CARPENTERS:

ZONE 1: 0 to 30 miles - Free

ZONE 2: 30 to 50 miles - Base Pay + \$3.00

ZONE 3: Over 50 miles - Base Pay + \$4.80

	Rates	Fringes
CARPENTER		
Carpenter, Piledriverman	\$22.71	\$10.15
Millwright	\$24.78	\$10.15

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$21.37	\$9.80

	Rates	Fringe
ELECTRICIAN		
Area 1	\$18.74	\$4.23 + 3.8%
Area 2	\$20.13	\$6.06 + 3.8%
Area 3	\$19.98	\$4.74 + 3.8%
Area 4	\$19.84	\$4.81 + 3.8%
Area 5	\$20.54	\$4.84 + 3.8%
Area 6	\$18.02	\$4.74 + 3.8%

	Rates	Fringes
LINE CONSTRUCTION		
Equipment Operator	\$19.16	\$6.35
Groundman	\$15.40	\$6.35

ELECTRICIANS AREA DESCRIPTIONS

AREA 1: Beaverhead, Deer Lodge, Granite, Jefferson, Madison, Silver Bow, and Powell Counties

AREA 2: Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Garfield, Golden Valley, Musselshell, Powder River, Prairie, Rosebud, Stillwater, Treasure, Wibaux, and Yellowstone Counties

AREA 3: Blaine, Cascade, Chouteau, Daniels, Fergus, Glacier, Hill, Judith Basin, Liberty, McCone, Petroleum, Pondera, Phillips, Richland, Roosevelt, Sheridan, Teton, Toole, Valley, and Wheatland Counties

AREA 4: Broadwater, Lewis and Clark, and Meagher Counties

AREA 5: Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders Counties

AREA 6: Gallatin, Park, and Sweet Grass Counties

IRONWORKER

Flathead, Glacier, Lake, Lincoln, Mineral, Missoula and Sanders Counties

Rates	Fringes
\$25.50	\$15.66

Remaining Counties

Rates	Fringes
\$23.15	\$15.01

LABORER

	Rates	Fringes
Group 1	\$17.18	\$8.05
Group 2	\$19.97	\$8.05
Group 3	\$20.17	\$8.05
Group 4	\$21.07	\$8.05

LABORERS CLASSIFICATION**GROUP 1:** Flag person

GROUP 2: All General Labor Work; 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 Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for Concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control Worker.

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzlemen; Jackhammer (Pavement Breaker); Laser Equipment; Non-riding Rollers; Pipelayer; Posthole Digger (power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power; Tampers.

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck Mounted Wagon Drill; Welder including Air Arc.

Rates	Fringes
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PAINTER	\$24.00	\$9.30
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Pavement Marking/Milling and related work. Includes operating marking and all other equipment and all work involved in traffic marking including removal, surface preparation and application of pavement markings including epoxies, paints, tape, buttons, thermo-plastics and any other products applied for traffic marking purposes and for directing and regulating traffic, and cutting Rumble Strips.

Rates	Fringes
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POWER EQUIPMENT OPERATOR

Group 1	\$21.52	\$9.30
Group 2	\$23.55	\$9.30
Group 3	\$24.41	\$9.30
Group 4	\$25.10	\$9.30
Group 5	\$26.44	\$9.30
Group 6	\$27.13	\$9.30
Group 7	\$29.23	\$9.30

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel up to & incl 3 cu yd Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom, Self-Propelled; Concrete Bucket Dispatcher; Concrete Conveyor; Concrete Finish Machine; Concrete Float and Spreader; Concrete Travel Batchter; Distributor; Dozer, Rubber Tired, Push, and Side Boom; Drills, Heavy Duty (all types); Elevating Grader/Gradall; Field Equipment Serviceman; Front-End Loader 1 cu yd to and incl. 5

cu yd; Grade Setter; Hoist/Tugger (All Hydralift & 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; Rollers (All except Asphalt Finish and Breakdown); Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant.

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

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

SPECIAL OPERATORS:

GROUP 5: Cranes, 45 tons to and including 74 tons

GROUP 6: Cranes, 75 tons to and including 149 tons

GROUP 7: Cranes, 150 tons to and including 250 tons; Cranes over 250 tons: add \$1.00 for every 100 tons over 250 tons; Crane, Stiff-Leg or Derrick; Crane, Tower (all); Crane, Whirley (all); Helicopter Hoist.

TRUCK DRIVER

	Rates	Fringes
Group 1	\$18.54	\$9.16
Group 2	\$23.69	\$9.16

GROUP 1: Pilot Car

GROUP 2: 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.

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

END OF GENERAL DECISION