



SMALL CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman Street, Missoula, Montana 59802, hereinafter referred to as “City,” and **Valley Landscape Inc.**, located at **P.O. Box 3656 Missoula Missoula, MT 59806**, hereinafter referred to as “Contractor.”

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. **Purpose:** City agrees to hire Contractor as an independent contractor to perform site restoration work at Redfern Park (4800 Chesapeake Way, 59808) described in SCOPE OF SERVICES attached hereto as Exhibit A, and by this reference made a part hereof (hereinafter referred to as the “Work”).

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the **1ST day of August, 2023**. The parties may extend this Agreement in writing prior to its termination.

3. **Scope of Work:** Contractor will perform the Work in accordance with the specifications and requirements of the Scope of Services attached hereto. The Scope of Services includes the following documents made part of this agreement:

- a. Bid Proposal Valley Landscape
- b. Restoration Special Conditions
- c. Redfern Park Playground Construction Drawings

Notice to proceed is flexible with a completion date no later than July 1, 2023. Contractor shall complete the work within thirty (30) calendar days. The first chargeable day is the date following the date specified to start in the Notice to Proceed.

4. **Payment:** City agrees to pay Contractor **Thirty-five thousand, six hundred sixty-six dollars and no cents (\$35,660)** for the Work. Contractor may request monthly progress payments as follows:

- a. After the commencement of the Work, the Contractor may request monthly progress payments by submitting an invoice for payment to the City during each successive calendar month, with a copy to the project’s architect, engineer, or project manager as applicable. The invoice must be based upon the actual or estimated percentage of work completed and materials supplied for the Work prior to the date of the invoice and shall be filled out and signed by the Contractor. Contractor shall attach all supporting

documentation to the invoice, including certified payroll records and receipts, to verify that the work claimed in the invoice has been completed. Only one invoice for payment may be submitted within a calendar month.

b. Beginning with the second invoice for payment, each invoice shall also include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied on account to discharge Contractor's obligations associated with the prior invoices for payment.

c. City and its architect, engineer, or project manager shall promptly review all invoice for payment and, within thirty days after receipt of each invoice, determine whether a progress payment should be disapproved in whole or in part. An invoice 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 30-day period the City or its agent provides the Contractor with a written statement containing specific items that are being disapproved.

A progress payment or any portion may be disapproved upon a claim of: (1) unsatisfactory job progress; (2) failure to remedy defective construction work or materials; (3) disputed work or materials; (4) failure to comply with material provisions of this Agreement, drawings, plans, specifications for the Work, 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) the existence of reasonable evidence that the Agreement cannot be completed for the unpaid balance of the Agreement's Payment; and (8) Contractor's non-compliance with applicable federal, state, and local laws, rules, and ordinances.

d. The City will furnish Contractor a written statement specifying a reason for disapproval that is listed in sub-section c. above for which approval of the Application for Payment or a portion thereof is being withheld. If the City disapproves only a portion of an application for payment, the remainder of the application for payment is considered approved.

5. Materials and Workmanship: All materials and equipment shall be installed in a neat and workmanlike manner. The City reserves the right to direct the removal and replacement of any items, which in their opinion shall not present an orderly and reasonably neat or workmanlike appearance, provided such time can be properly installed in such orderly way by the usual methods in such work. Such removal and replacement shall be done, when directed in writing, at the Contractor's expense without additional cost to the City. Whenever any material is specified by name and/or number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing quality, and shall be deemed and construed to be followed by the words "or approved equal." No substitutions will be permitted

which have not been submitted for prior approval by to the Project Manager. All materials shall be new and without flaws or defects and shall be the best of their class and kind. Sufficient descriptive literature and/or samples must be furnished for any materials submitted as "equal" substitutes

6. Retainage: City shall retain five percent (5%) of the total amount of compensation to be paid to the Contractor 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 ("Retainage Amount"). At all times the City will retain no less than One Thousand Dollars (\$1,000) until termination of this Agreement. The Retainage Amount shall be paid to Contractor upon the City's final approval of the project and agreement that all work required to be performed on the project is complete and satisfactory to the City. This provision does not prevent the Contractor from seeking withdrawals of the Retainage Amount in excess of One Thousand Dollars (\$1,000), pursuant to the requirements of §18-1-301, MCA.

7. Additional Services: Any alteration or deviation from the described work that involves extra costs will be permitted only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

8. 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 shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

9. Indemnity: The Contractor shall hold harmless, indemnify and shall defend the City, its employees, representatives, and agents from any and all liability claims, demands, losses, costs, damages, expenses or liability to the extent arising or alleged to arise from the Contractor's performance of the Work described herein, but not including the sole negligence of the City. Contractor shall procure and maintain in force, at its expense, the liability insurance required below to effectuate this provision.

10. Insurance: Before commencing the Work, the Contractor shall submit written evidence to the City that Contractor and all Subcontractors have obtained for the period of the Contract, full Comprehensive General Liability Insurance coverage. This coverage shall provide for both bodily injury and property damage. The Comprehensive General Liability Insurance must include the City as an Additional Named Insured. Contractor shall provide the City with proof of Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- a. Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
- b. Automobile Liability - \$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate

11. Warranty: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of 1 year from the date of written acceptance of the Work unless specified otherwise.

12. Compliance with Laws: Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. Contractor agrees to obtain and maintain a City business license.

13. Contractors' Gross Receipts Tax: Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

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

15. Affirmative Action Policy: Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

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

City Small Construction Agreement – Valley Landscape Redfern Park Restoration 2023

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

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

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

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

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

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

16. Liaison: City's designated liaison with Contractor is **Todd Peterson**, and Contractor's designated liaison with City is **Garrick Swanson** (Project Manager).

17. Jurisdiction and Venue: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana, and the venue for any dispute shall be in Missoula County.

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

CITY OF MISSOULA

CONTRACTOR (Type Name Above)

By _____
Gwen Jones, Acting Mayor

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

ATTEST:

Jim Nugent, City Attorney

By: _____
**Martha L. Rehbein, CMC/ Legislative
Services/ City Clerk
(SEAL)**

Attachments:

- A – Scope of Services
- B - Montana Prevailing Wage Heavy Construction 2022
- C – Certificates of Insurance
- D – City of Missoula Business License

PROJECT NO. 06-22 RFP

PROPOSAL FOR CONSTRUCTION

Site Restoration – Redfern Park

To:

The undersigned bidder, having examined the plans, specifications and other proposed contract documents, the extent, character, and the location of the proposed work, and being cognizant of the location and conditions of the site of the work, and the conditions that might affect the work, hereby proposes to perform all labor and work necessary for the City of Missoula, Montana complete in a workmanlike manner all in accordance with the plans, specifications and other contract documents on file in the Parks and Recreation Department for the prices quoted in this proposal.

The undersigned bidder further agrees that the only persons or parties interested in this proposal are those named herein, that this proposal is in all respects fair and without fraud; that it is made without collusion with any officials or employees of the City of Missoula, and that the Proposal is made without any connection or collusion with any person making another Proposal on this contract.

The undersigned bidder further agrees to enter into a contract for the work awarded within ten (10) consecutive calendar days from the date of receipt of written Notice of Award given by the City.

In submitting this bid it is understood that the right is reserved by the Owner to reject any and all bids, and it is agreed that this bid may not be withdrawn during a period of forty-five (45) days after the scheduled time for receipts of bids.

The Total Base Bid is based on the plans where specific quantities are not itemized, and is subject to additions or reductions according to the actual quantities and measurements of the finished project as determined by the City of Missoula's Project Manager upon completion of site restoration. Submit written description of quantities, with material specifications standards and/or design details as applicable with bid proposal.

The undersigned agrees that, if awarded the contract, he will commence work within ten calendar days after the date of receipt of written Notice to Proceed and that he will complete the work within **Thirty (30) calendar days**. **The first chargeable day is the date following the date specified to start in the Notice to Proceed.**

The undersigned certifies that:

- (a) He has examined the site of the work.
- (b) He understands the manner of payment for the cost of the project.

- (c) He has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans.

Addenda: No. _____ Dated _____ Rcvd _____

Addenda: No. _____ Dated _____ Rcvd _____

None

Addenda: No. _____ Dated _____ Rcvd _____

Addenda: No. _____ Dated _____ Rcvd _____

Plan Revision Sheets: Nos. _____ Rcvd _____

PROJECT NO. 06-22 RFP

BID PROPSAL FOR CONSTRUCTION

Site Restoration – Redfern Park

BID FROM: Valley Landscape, Inc
P.O. Box 3656 Missoula, MT 59806

I have received the documents titled Drawings for **Redfern Park Playground Replacement** and I have also received Addenda Nos. None, and have included their provisions in my Bid. I have examined both the documents and the site and submit the following Bid:

In submitting this Bid, I agree:

1. To hold my bid open 45 consecutive calendar days.
2. To enter into and execute a Contract, if awarded on the basis of this Bid and to furnish insurance required by the bidding documents.
3. To accomplish the work in accord with the Contract Documents.
4. To accomplish the work within 30 consecutive calendar days from the date of the Notice to Proceed.
5. I certify that I am not presently working beyond the contract time including any authorized extensions of time on any previously awarded public contract in the State of Montana (MT).

I will perform all of the work designated in Plans and Specification as the for the lump sum price of:

BASE BID

Thirty five thousand six hundred sixty 9/100's - dollars
 (\$ 35,660.00).

MISCELLANEOUS ALLOWANCE

Five thousand dollars
 (\$ 5,000).

TOTAL BID (BASE BID + MISC. ALLOWANCE)

Forty thousand six hundred sixty and 9/100's - dollars
 (\$ 40,660.00).

For changing quantities of work items from those indicated by the Contract Drawings upon written instructions from the Project Manager, the following unit prices shall prevail: The above prices shall include all labor, materials, bracing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds enumerated. I understand that if I do not answer the above questions and complete all blank spaces provided, my bid may be rejected as an incomplete bid.

In submitting this bid, it is understood that the City of Missoula reserves the right to reject any and all bids, to delete certain items, and to postpone award for a reasonable time.

Dated at Missoula this 30th day of June, 2022

(city)

Valley Landscape Inc.

Name of Firm

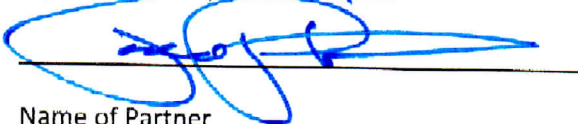
Montana

State of Incorporation (if applicable)

Business Address

P.O. Box 3656
Missoula, MT 59806

Signature of Responsible Official



Name of Partner

Todd Peterson

President

Title

Name of Partner

Montana Contractor's Registration No. and Class 14589

Special Conditions

These Project Special Conditions are special provisions that modify and/or supplement in part the General Conditions or the Technical Specifications of the contract. In the event of a conflict, these Project Special Conditions shall take precedence. These Project Special Conditions are incorporated into this Limited Solicitation.

1. CONSTRUCTION SCHEDULE & SEQUENCE OF WORK

The City shall give the contractor advance notice of when Redfern Park playground is expected to be ready for site restoration post playground equipment installation.

Contractor shall, within 3 days, give notice to the Project Manager of when the landscape work will begin. The contractor shall advance the work so as not to cause unnecessary inconvenience to the public or leave site conditions that negatively impact normal park operations – such as leaving sod on a pallet over a weekend prior to installation.

Time is of the essence in this contract. Therefore, the Contractor shall prosecute the work regularly and uninterruptedly with such force as to complete the work within the contract time and to minimize the effects of parks users, the public, adjacent property owners and City Park Maintenance staff.

1. SITE WORK DESIGN SPECIFICATIONS AND PRECEDENCE

Site work construction specifications in this contract are based upon Montana Public Works Standard Specifications (MPWSS), Sixth Edition, April 2010, DIVISION 2 SITEWORK, Section 02100 (Site Preparation), Section 02200 (Earthwork), Section 02500 (Paving and Surfacing) and Section 02900 (Landscaping); and DIVISION 3 CONCRETE, Section 03310 (Structural Concrete). **Where conflicts with drawings and MPWSS exist, contract drawings will supersede.**

Where site work design specifications are in conflict with these contract documents, precedence is established as follows, from lowest to highest:

MPWSS 6th Edition

City of Missoula Standard Drawings

City of Missoula Parks and Recreation Design Manual 2018

These Project Special Conditions

This Contract Agreement

Change Orders executed to this Contract Agreement

2. SUPPLEMENTARY CONDITIONS TO THE MPWSS:

Per drawings.

3. CONSTRUCTION STAKING:

4. LANDSCAPING, IRRIGATION AND TOPSOIL:

Irrigation repairs will be made with all new parts. Contractor shall prepare a submittal to the Project Manager for proposed materials and supplies to be used to retrofit the site's irrigation system. The submittal shall specify the type, size and manufacture of materials to be used for repair and extension of the site's irrigation main and lateral lines, valves, and heads to achieve full restoration and provide adequate irrigation coverage for the site. Pressure tests of repairs and retrofits may be required by the Project Manager prior to irrigation work being approved for backfill. An informal irrigation system coverage test shall be performed by the contractor prior to requesting authorization from the Project manager to place sod.

Upon completion of site irrigation repairs and prior to placing top soil, the contractor shall remove all rocks larger than 3/4" in diameter to a minimum depth of four inches (4 inches) below established rough grade.

Topsoil from Garden City Compost shall be used to supply topsoil for the project. Contractor shall provide for loading and hauling from Garden City Compost to Redfern Park as well as cost to place and fine grade, topsoil will be owner provided. Contractor shall provide a minimum of one week notice to the Project manager and Garden City Compost prior to hauling of topsoil.

If awarded, a healthy blue-rye grass sod, free of pests, disease and molds shall be provided in standard roll sizes and installed in accordance with standard landscape practices. All seams shall be butted tightly, the sod rolled, and watered in. Supplemental watering through the first weekend after the sod is placed shall be provided and managed by the contractor as required.

Construction fencing shall be contractor provided and configured to limit direct access to landscape improvements/restoration from the playground. Construction fence shall be maintained and retained in place by the Contractor until landscape restoration work is complete and accepted by the project manager.

5. TRAFFIC CONTROL AND SIGNING

Traffic control and signing for this project shall be provided by the contractor as required or needed. No additional compensation will be made for traffic control on this project.

Traffic control shall meet all requirements set forth by the Manual of Uniform Traffic Control Devices and the City of Missoula Standardized Construction Traffic Control Plans.

Contractor to provide temporary traffic control as required or needed. Prior to commencing work, contractor shall provide a temporary traffic control plan for owner's approval.

6. PARKED CARS

The contractor will be responsible for the removal of parking within the construction zone by signing and notification at least 48 hours in advance of moving onto the site. If the contractor has made a reasonable effort to have a vehicle removed from the construction zone but is unsuccessful the City may have the vehicle removed at no expense to the contractor. Also, if an unauthorized vehicle parks within a properly signed construction zone the City may have the vehicle removed at no expense to the contractor.

7. PERMITS

No permits are expected to be needed for this work.

8. EXISTING CONDITION

Care shall be exercised to protect existing Park facilities, infrastructure and turf. Damage created outside the construction limits shall be repaired and restored to the owner's satisfaction at the contractor's sole expense, no additional payment shall be made to return the areas to their previous condition.

End of Project Special Conditions

Redfern Park
Playground Replacement
Chesapeake Way
Missoula, MT 59808



MISSOULA PARKS & RECREATION

NATHAN MCLEOD
PARKS & RECREATION
600 CREGG LANE
MISSOULA, MT 59802
PHONE (406)552-6261
EMAIL: mcleodn@ci.missoula.mt.us

Sheet List Table	
DRAWING #	DRAWING TITLE
0-0	COVER SHEET
G-1	GENERAL NOTES
G-3	EXISTING CONDITIONS & DEMOLITION
C-1	SITE PLAN
C-2	LAYOUT PLAN
C-3	GRADING PLAN
D-1	DETAILS
D-2	DETAILS PG 2
I-1	IRRIGATION PLAN
I-2	IRRIGATION NOTES



VICINITY MAP
NTS



I. GENERAL NOTES:

- PERFORM ALL DEMOLITION AND NEW CONSTRUCTION WORK AS PER MONTANA PUBLIC WORKS STANDARD SPECIFICATION (MPWSS) LATEST EDITION AND CITY OF MISSOULA REGULATIONS.
- CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND UTILITY LOCATIONS PRIOR TO START OF WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE.
- DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING WORK. START OF WORK CONSTITUTES ACCEPTANCE OF CONDITIONS.
- INCREASES TO CONTRACT SUM OR TIME WILL NOT BE APPROVED FOR CONDITIONS OR SITUATIONS EVIDENT AT TIME OF BIDDING.
- NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY OF ANY DISCREPANCIES OR AMBIGUITIES ON THE DRAWINGS AND/OR IN THE SPECIFICATIONS.
- CHANGES OR DEVIATIONS FROM THE DRAWINGS MADE WITHOUT THE WRITTEN CONSENT OF THE OWNER'S REPRESENTATIVE AND/OR AN APPROVED CHANGE ORDER WILL BE CONSIDERED UNAUTHORIZED. COORDINATE NECESSARY MODIFICATIONS WITH ARCHITECT PRIOR TO EXECUTING CONSTRUCTION. SEE PROJECT MANUAL FOR CONTRACT MODIFICATION PROCEDURES.
- CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION AND COMPLETION OF ALL WORK SHOWN AND SHALL COORDINATE WORK BETWEEN ALL TRADES PRIOR TO BEGINNING WORK.
- MAINTAIN A CLEAN WORK SITE AT ALL TIMES. NO RADIOS, TAPE PLAYERS, CD PLAYERS, ETC. ALLOWED ON SITE.
- NOTIFY OWNER'S REPRESENTATIVE AND OWNER IN WRITING OF ANY EXPECTED DISRUPTIONS IN SERVICE OR CHANGES IN CONSTRUCTION SCHEDULE AND OBTAIN WRITTEN PERMISSION AS SPECIFIED.
- ALL AREAS USED FOR CONSTRUCTION AND/OR DAMAGED DURING THE EXECUTION OF THIS CONTRACT, INCLUDING STAGING AREAS, LANDSCAPE, AND SITE ELEMENTS, SHALL BE REPAIRED AND/OR RESTORED UPON COMPLETION OF THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING LANDSCAPE, SITE AND ELEMENTS WITHIN STAGING AREAS, CONSTRUCTION VICINITY, AND/OR AS NOTED ON THE DOCUMENTS.
- THE CONSTRUCTION DRAWINGS SHOW PRINCIPLE AREAS AND LIMITS OF CONSTRUCTION WHERE WORK MUST BE ACCOMPLISHED UNDER THIS CONTRACT. INCIDENTAL WORK MAY BE NECESSARY IN AREAS NOT SHOWN ON ARCHITECTURAL DRAWINGS DUE TO CHANGES AFFECTING ELECTRICAL, MECHANICAL AND PLUMBING ALONG WITH OTHER SYSTEMS. THIS INCIDENTAL WORK SHALL BE PART OF THIS CONTRACT AND ALL TRADES SHALL INSPECT THESE AREAS, ASCERTAIN WORK REQUIRED AND DO THE WORK IN ACCORDANCE WITH THE CONTRACT REQUIREMENTS AT NO ADDITIONAL COST.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL COMPONENTS AND ACCESSORIES FOR A COMPLETE AND FINISH INSTALLATION FOR PRODUCTS SHOWN ON THE DRAWING SHEETS.
- THE SPECIFICATIONS INCLUDED WITH THESE DRAWING SHEETS ARE AN INTEGRAL PART OF THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL INFORMATION ENCLOSED.
- CONTRACTOR SHALL NOT BLOCK ANY ROADS OR SIDEWALKS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION DEWATERING AND MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF CONSTRUCTION.
- THE CONTRACTOR SHALL CONTROL DUST IN ACCORDANCE WITH REGULATIONS OF LOCAL AIR POLLUTION CONTROL AUTHORITY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING CONSTRUCTION OF MUD, DUST OR DEBRIS. DUST ABATEMENT SHALL BE MAINTAINED BY ADEQUATE WATERING OF THE SITE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL PROTECT ALL ADJACENT PROPERTIES, PUBLIC AND PRIVATE, AT ALL TIMES DURING CONSTRUCTION.
- SITE TOPOGRAPHY, ROADS, ETC. SHOWN ARE BASED ON SITE SURVEY. LIMITED UTILITY INFORMATION SHOWN. THE OWNER / DESIGNER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, STORM SEWER, TELEPHONE, FIBER OPTIC, TELEVISION, BROAD BAND, ETC.) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS.
- PROVIDE CONCRETE JOINTING AS SHOWN FOR ALL FLATWORK.
- BUILDING DIMENSIONS ARE SHOWN TO EXTERIOR FACE OF CURB.
- COORDINATE STAGING AREA WITH OWNER.
- CONTACT ADJACENT PROPERTY OWNER(S) PRIOR TO BEGINNING WORK.
- MAINTAIN ACCESS TO ALL PROPERTIES.
- COORDINATE WORK WITH OTHER PROJECT(S).

II. RECORD DRAWINGS:

- THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED DRAWINGS ON THE CONSTRUCTION SITE AT ALL TIMES WHEREON HE WILL RECORD ANY APPROVED DEVIATIONS IN THE CONSTRUCTION FROM THE APPROVED DRAWINGS, AS WELL AS THE LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES ENCOUNTERED. THESE FIELD RECORD DRAWINGS SHALL BE KEPT UP TO DATE AT ALL TIMES AND SHALL BE AVAILABLE FOR INSPECTION BY THE OWNER'S REPRESENTATIVE UPON REQUEST. FAILURE TO CONFORM TO THIS REQUIREMENT MAY RESULT IN DELAY IN PAYMENT AND/OR FINAL ACCEPTANCE OF THE PROJECT.

III. SAFETY AND PROTECTION:

- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE RIGHT OF THE OWNER, CITY AND ENGINEER TO OBSERVE OR OTHERWISE REVIEW THE WORK AND OPERATIONS SHALL NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITY TO MAINTAIN A SAFE WORK ENVIRONMENT.

IV. WARRANTY:

- IF WITHIN ONE YEAR AFTER ACCEPTANCE OF THE WORK BY THE CITY, ANY OF THE WORK IS FOUND TO BE DEFECTIVE OR NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND/OR DRAWINGS, AND UPON WRITTEN NOTICE FROM THE PROJECT MANAGER, THE CONTRACTOR SHALL CORRECT ANY WORK BEGINNING WITHIN SEVEN (7) CALENDAR DAYS OF SAID WRITTEN NOTICE. SHOULD THE CONTRACTOR FAIL TO RESPOND TO THE WRITTEN NOTICE WITHIN THE DESIGNATED TIME, THE CITY MAY CORRECT THE WORK AT THE EXPENSE OF THE CONTRACTOR. ANY HARD SURFACE WILL WARRANTED FOR A PERIOD OF 2 YEARS FOLLOWING ACCEPTANCE OF PROJECT.

V. EXISTING CONDITIONS:

- PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND ELEVATIONS. THE CONTRACTOR SHALL REVIEW THE PROPOSED PLANS AND CONFIRM THAT DESIGN ELEVATIONS AND GRADES MATCH EXISTING FIELD CONDITIONS AND SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES OR UNFORESEEN CONDITIONS.

VI. PARK ACCESS:

- ANY EXCAVATION SHALL BE BARRICADED. PARK, IN GENERAL, WILL BE OPEN TO PUBLIC.

VII. GENERAL DEMOLITION NOTES:

- THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITY MAINS, FIRE HYDRANTS, VALVES, APPURTENANCES AND OTHER EXISTING SITE FACILITIES DURING CONSTRUCTION NOT SLATED FOR DEMOLITION INCLUDING ON-SITE PRIVATE AND PUBLIC PROPERTY.
- INSTALL CONSTRUCTION FENCING AS REQUIRED TO PROTECT THE PUBLIC FROM THE CONSTRUCTION AREA. FENCING SHALL BE OF A FREE STANDING TYPE IN PAVED AREAS. NO DAMAGE TO EXISTING PAVEMENT WILL BE ALLOWED FOR SECURING FENCE. CONTRACTOR SHALL PERIODICALLY INSPECT FENCING AND REPAIR AS NECESSARY.
- FOR TREE PROTECTION, ERECT AND MAINTAIN A CONSTRUCTION FENCE AS DETAILED. FOR AREAS WITHIN TREE DRIPLINE, HAND CLEAR AND HAND EXCAVATE TO MINIMIZE DAMAGE TO ROOT SYSTEM. AT NO TIME SHALL EXCAVATION OCCUR WITHIN HALF THE RADIUS OF THE CANOPY DRIP LINE. PROVIDE SUPPORTS AND WET BURLAP OVER ROOTS AS REQUIRED.
- PROTECT EXISTING VEGETATION INDICATED TO REMAIN AND REPLACE IF DAMAGED.
- COVER HOLES AND TRENCHES WHEN WORK IS NOT IN PROGRESS. FENCE OR BARRICADE CHANGES OF PLANE MORE THAN 45 DEGREES HORIZONTALLY.
- ALL WASTE MATERIAL FROM DEMOLITION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PER LOCAL, STATE AND FEDERAL REQUIREMENTS UNLESS OTHERWISE SPECIFIED. REMOVE FROM SITE EXCAVATED MATERIALS UNSUITABLE FOR USE AS FILL AND BACKFILL INCLUDING STRIPPED SOD. MATERIALS CONTAINING RUBBISH OR DEBRIS SHALL BE IMMEDIATELY REMOVED AND LEGALLY DISPOSED OF OFF-SITE.
- CONTRACTOR TO PROTECT ALL EXISTING IMPROVEMENTS TO REMAIN AND REPAIR BACK TO ORIGINAL CONDITION AT CONTRACTOR'S EXPENSE IF DAMAGE OCCURS RESULTANT FROM CONTRACTOR'S OPERATIONS OR NEGLIGENCE.
- CONTRACTOR SHALL PROVIDE ALL DEMOLITION INCIDENTAL TO OR REQUIRED FOR NEW CONSTRUCTION WHETHER OR NOT IT IS SPECIFICALLY NOTED.
- PROVIDE DEWATERING AND DRAINAGE TO KEEP EXCAVATIONS FREE OF WATER.
- CONTRACTOR SHALL REMOVE LAWNS AND GRASSES AS SPECIFIED.
- CONTRACTOR TO REMOVE TOPSOIL TO SPECIFIED DEPTH AND DISPOSE OF EXCESS AS SPECIFIED.
- SEE EXISTING IRRIGATION NOTES.

VIII. EXISTING IRRIGATION NOTES:

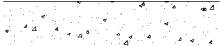
- LOCATION OF MAINLINE, LATERAL LINES, AND EXISTING HEADS- IF SHOWN- WERE ATTAINED FROM PARKS AND RECREATION AS BUILT DRAWINGS UNLESS OTHERWISE NOTED. CONTRACTOR TO VERIFY EXISTING CONDITIONS. ALL EXISTING UTILITIES ARE TO BE LOCATED BEFORE ANY TRENCHING OF ANY KIND BEGINS..
- COORDINATE ALL ADJUSTMENTS OF EXISTING IRRIGATION SYSTEM WITH OWNER.
- COORDINATE WORK THIS SHEET WITH ALL OTHER TRADES.
- DO NOT INTERRUPT IRRIGATION WATER SERVICE TO TURF AREAS OUTSIDE OF THE LIMITS OF CONSTRUCTION FOR A PERIOD LONGER THAN 7 DAYS DURING GROWING SEASON. COORDINATE TIMING OF ANY SERVICE INTERRUPTION WITH PARKS AND RECREATION MAINTENANCE PERSONNEL.
- REMOVE ALL EXISTING AT-GRADE UN-REUSED SYSTEM COMPONENTS (INCLUDING HEADS WITH JOINTS, VALVES, BOXES, ETC.) AND ABANDON ALL UN-REUSED MAIN AND CIRCUIT PIPING, UNLESS LOCATED WITHIN NEW PLAYGROUND AREA. REMOVE ALL EXISTING MAIN AND CIRCUIT PIPING WITHIN NEW PLAYGROUND AREA.
- CONTRACTOR SHALL PROVIDE SLEEVEING AS NECESSARY FOR PIPE BELOW PAVEMENT. WHEREVER POSSIBLE CONTRACTOR SHALL USE EXISTING SLEEVES. SLEEVE AS SPECIFIED. SUPPLY ONE EXTRA SLEEVE WITH EACH MAINLINE SLEEVE FOR CONTROL WIRES. COORDINATE SLEEVE INSTALLATION WITH OTHER TRADES.
- IN THE EVENT OF ANY DISCREPANCIES, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

IX. GENERAL GRADING NOTES:

- PRIOR TO THE START OF GRADING, ALL EXISTING VEGETATION SHALL BE REMOVED FROM THE SITE TO BE GRADED, EXCEPT WHERE INDICATED.
- GRADES, PAVEMENT ELEVATIONS, SPOT ELEVATIONS AND CONTOURS SHOWN REPRESENT FINISHED ELEVATIONS AND GRADES. THE CONTRACTOR SHALL GRADE AND PREPARE ALL SUBGRADE IN ACCORDANCE WITH TOLERANCES INCLUDED IN PROJECT SPECIFICATIONS.
- MAXIMUM SLOPES: SIDEWALKS - MAXIMUM CROSS SLOPE 2%. MAXIMUM LONGITUDINAL SLOPE 5%. EARTH SLOPES - THERE SHALL BE NO EARTH SLOPES GREATER THAN 33.3% (3:1).
- ALL FILLS SHALL BE IMPORTED BACKFILL OR SOILS EXCAVATED OFFSITE, EXCEPT FOR FILLS LESS THAN 18 INCHES IN DEPTH WHICH ARE LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY, BUILDING PADS, PARKING LOTS, OR OTHER AREAS TO BE IMPROVED. FILLS SHALL BE CONSTRUCTED IN 8" LIFTS OVER APPROVED SUBGRADE. EACH LIFT SHALL BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPORTING AND/OR EXPORTING ALL MATERIAL AS REQUIRED TO PROPERLY GRADE THIS SITE. INCLUDING ALL NECESSARY SURFACE RESTORATION, TO THE FINISHED ELEVATIONS SHOWN HERE IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. THE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND ACCOMMODATE UNCONSIDERED EXISTING CONDITIONS AND PROVIDE SMOOTH TRANSITIONS BETWEEN EXISTING AND NEW GRADES.
- CONTRACTOR SHALL PROVIDE EROSION CONTROL FENCING AT SWALES.
- EXCAVATION QUANTITIES AND PROPOSED ELEVATIONS ASSUME 3" DRAINAGE COURSE OF 1 1/2" WASHED ROCK UNDER 16" OF EWF. IF OWNER DETERMINES DRAINAGE COURSE TO NOT BE NECESSARY, THEN FINISHED PLAY POD ELEVATIONS ARE TO BE 3" HIGHER THAN SHOWN ON PLAN.
- PLAY SURFACE MUST DRAIN TO SUMP.

X. GENERAL OWNER WORK NOTES:

- COORDINATE WITH OWNER'S REPRESENTATIVE FOR ALL OWNER PROVIDED WORK AS DETAILED.



EXISTING CONCRETE



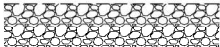
FOUND MONUMENT



EXISTING ASPHALT ROAD



EXISTING CONTROL POINT



EXISTING GRAVEL ROAD



EXISTING JUNCTION BOX



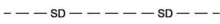
EXISTING ELECTRIC METER



EXISTING FROST FREE HYDRANT



EXISTING FIRE HYDRANT



EXISTING IRRIGATION CONTROL VALVE



EXISTING MONUMENT BOX



EXISTING MANHOLE - SANITARY SEWER



EXISTING POST



EXISTING STORM DRAIN VAULT



EXISTING SIGN POST



EXISTING SPRINKLER HEAD



EXISTING CONIFEROUS TREE



EXISTING DECIDUOUS TREE



EXISTING TELEPHONE PEDESTAL



EXISTING WELL



EXISTING WATER VALVE

REDFERN PARK PLAYGROUND

CHESAPEAKE WAY

GENERAL NOTES



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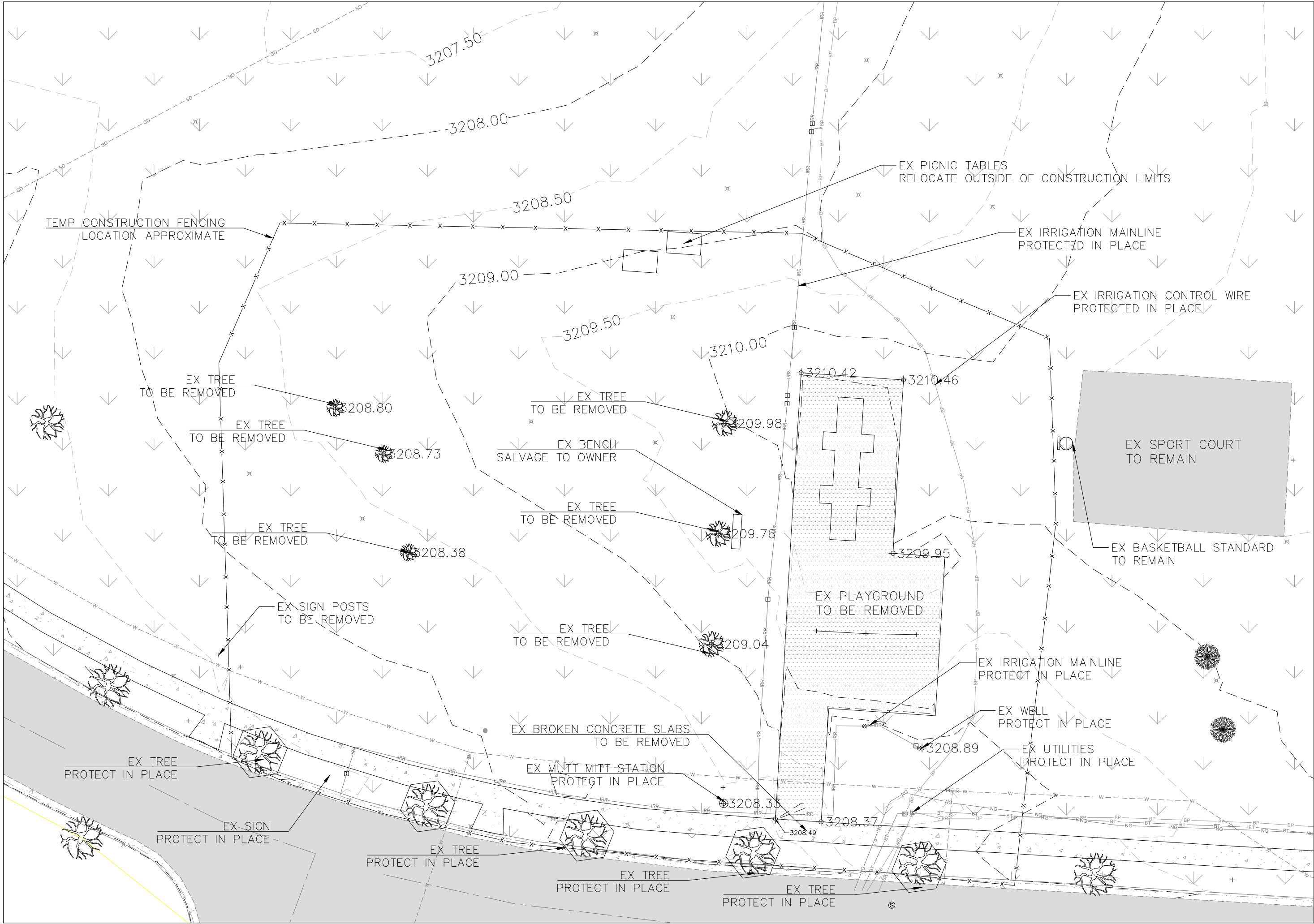
Drawn by: NMc

Checked on: 28-Mar-22

Revisions:

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G-1



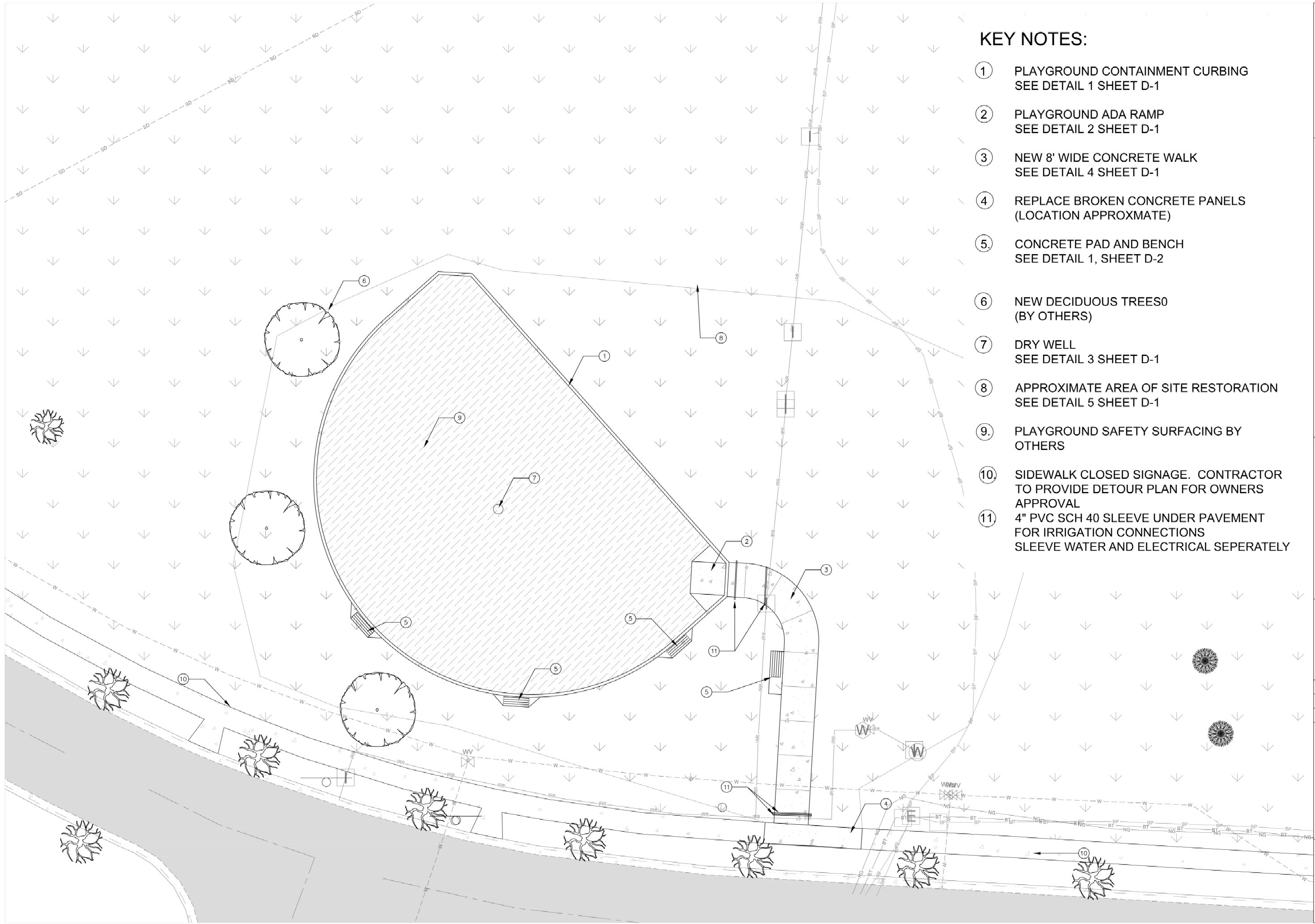
REDFERN PARK PLAYGROUND
CHESAPEAKE WAY

EXISTING CONDITIONS & DEMOLITION



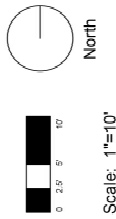
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Drawn by: NMc
Checked on: 28-Mar-22
Revisions:

Sheet:
G-3



KEY NOTES:

- 1. PLAYGROUND CONTAINMENT CURBING
SEE DETAIL 1 SHEET D-1
- 2. PLAYGROUND ADA RAMP
SEE DETAIL 2 SHEET D-1
- 3. NEW 8' WIDE CONCRETE WALK
SEE DETAIL 4 SHEET D-1
- 4. REPLACE BROKEN CONCRETE PANELS
(LOCATION APPROXIMATE)
- 5. CONCRETE PAD AND BENCH
SEE DETAIL 1, SHEET D-2
- 6. NEW DECIDUOUS TREES0
(BY OTHERS)
- 7. DRY WELL
SEE DETAIL 3 SHEET D-1
- 8. APPROXIMATE AREA OF SITE RESTORATION
SEE DETAIL 5 SHEET D-1
- 9. PLAYGROUND SAFETY SURFACING BY
OTHERS
- 10. SIDEWALK CLOSED SIGNAGE. CONTRACTOR
TO PROVIDE DETOUR PLAN FOR OWNERS
APPROVAL
- 11. 4" PVC SCH 40 SLEEVE UNDER PAVEMENT
FOR IRRIGATION CONNECTIONS
SLEEVE WATER AND ELECTRICAL SEPERATELY



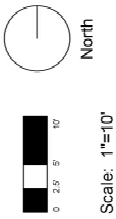
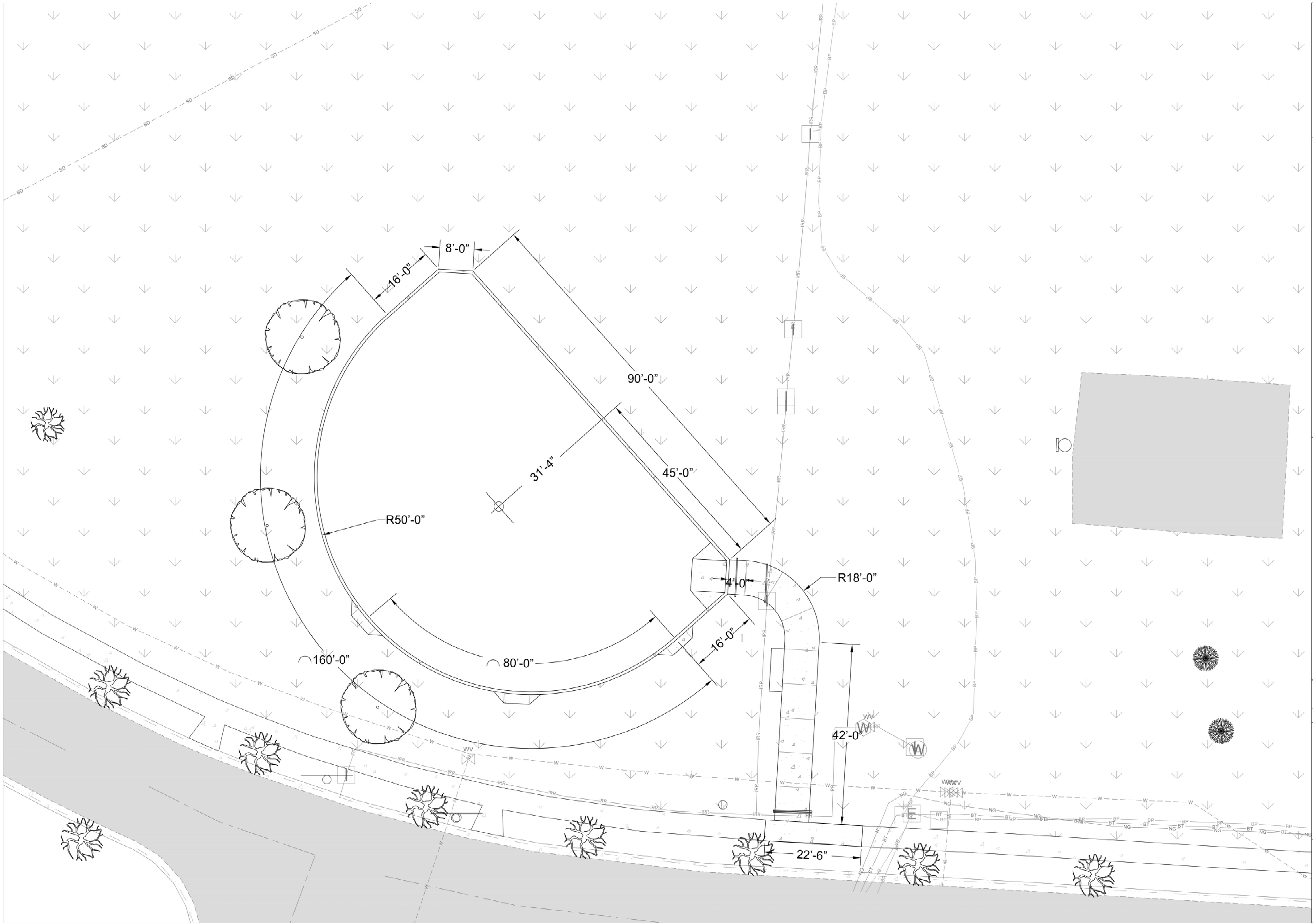
REDFERN PARK PLAYGROUND

CHESAPEAKE WAY

SITE PLAN



Drawn on: 28-Mar-22
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Revisions:



REDFERN PARK PLAYGROUND

CHESAPEAKE WAY

LAYOUT PLAN



Drawn on: 28-Mar-22

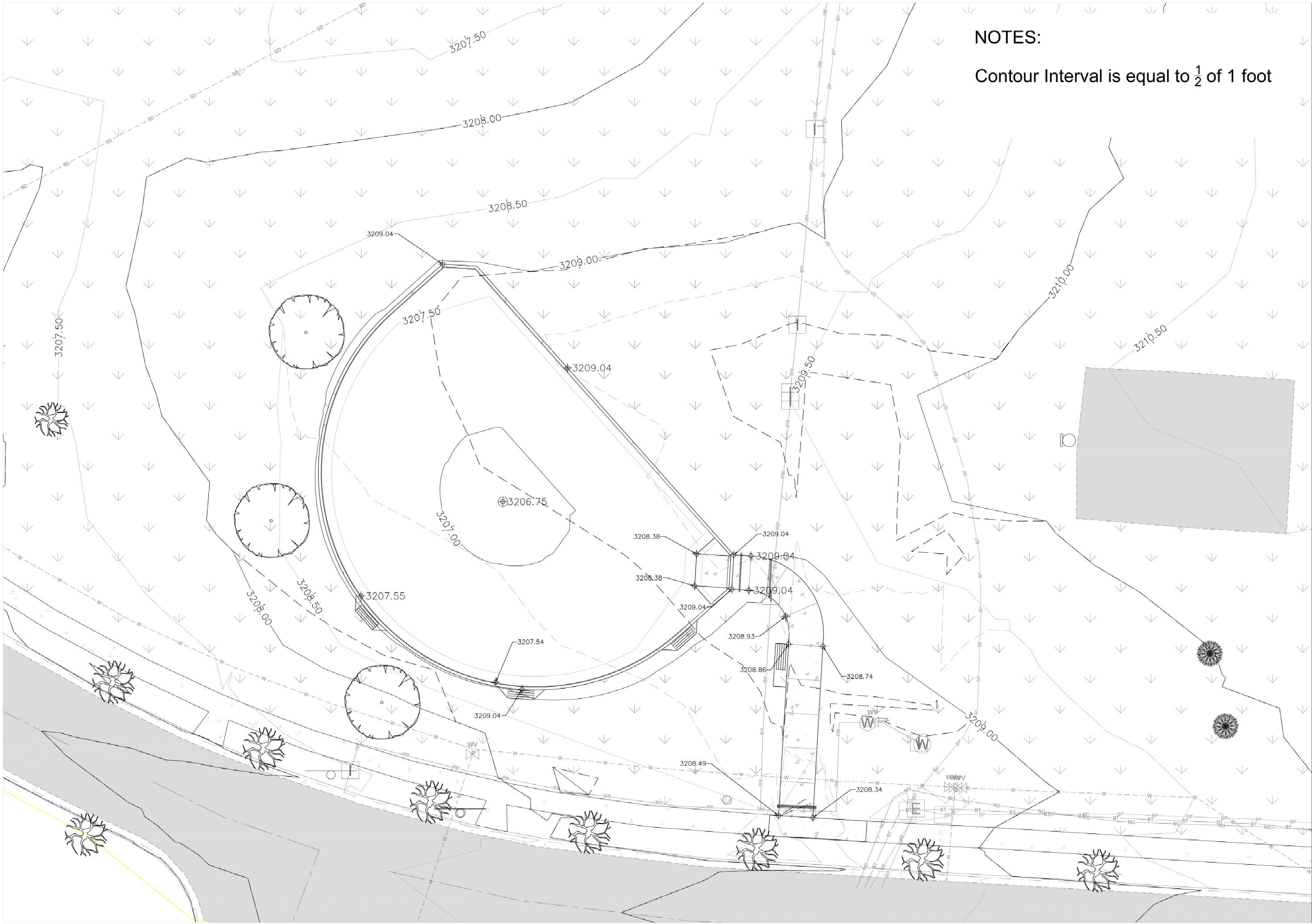
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Checked on: 28-Mar-22

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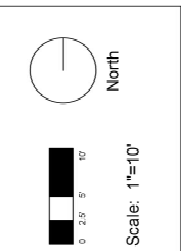
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C-2



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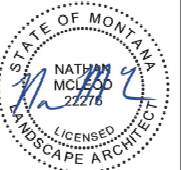
Contour Interval is equal to $\frac{1}{2}$ of 1 foot



REDFERN PARK PLAYGROUND

CHESAPEAKE WAY

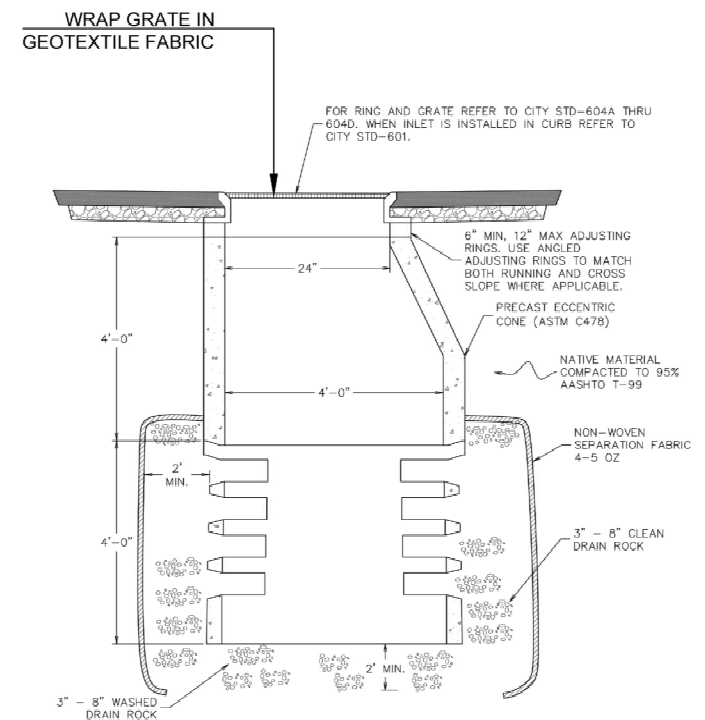
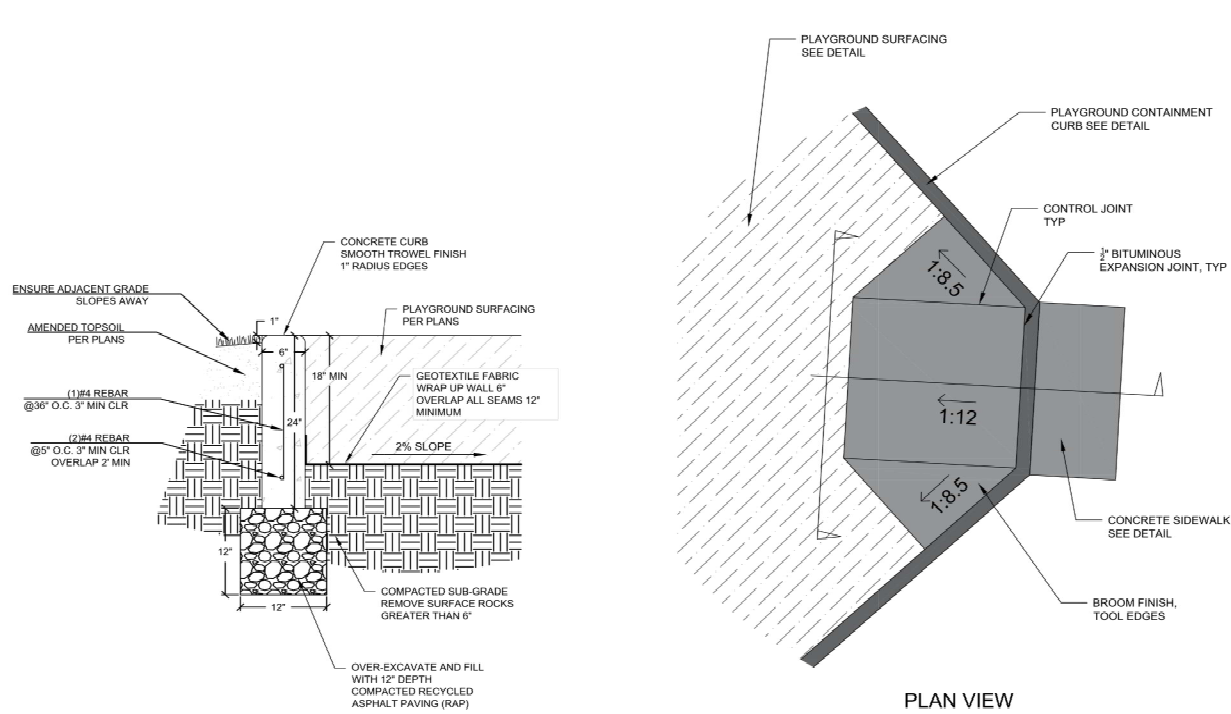
GRADING PLAN



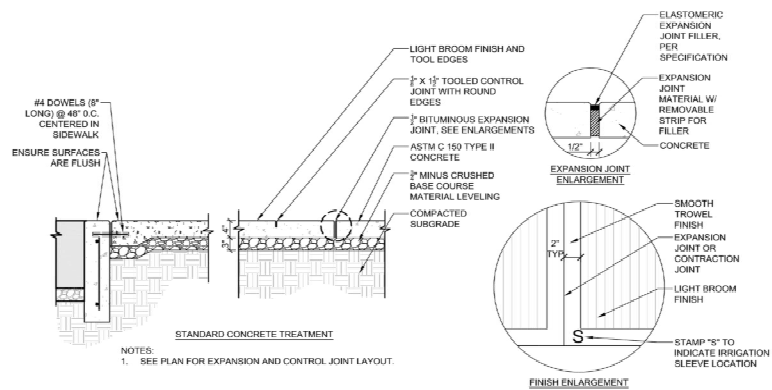
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Drawn by: NMc
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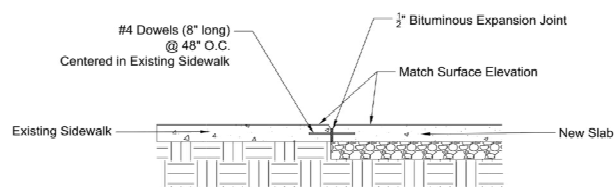
C-3



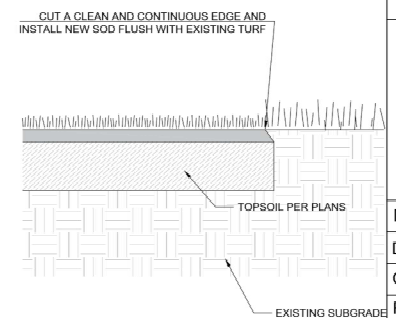
1
D-1



KEYED NOTES:



4 CONCRETE PAVING
D-1 NTS



NOTES:

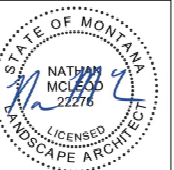
1. NEW SOD SHOULD BE INSTALLED FLUSH WITH EXISTING TURF, AND TOP OF SOD SHOULD BE 1" BELOW CURBS SIDEWALKS ETC.
2. STAGGER SEAMS OF SOD AND PULL TOGETHER TO ENSURE TIGHT FIT. GAPS GREATER THAN $\frac{1}{2}$ " WILL NOT BE ACCEPTED
3. WATER SOD AT TIME OF INSTALLATION
4. PRO SOD IN ARLIE MT IS AN APPROVED SUPPLIER OF SOD

REDFERN PARK PLAYGROUND
CHESAPEAKE WAY

DETAILS



Parks & Recreation
City of Missoula • 600 Cregg Lane • 721-PARK



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Checked on:	28-Mar-22
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D-1



Engineering Division

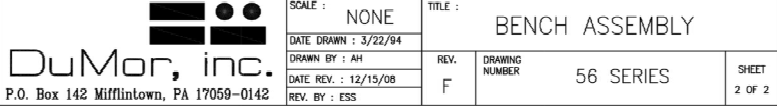
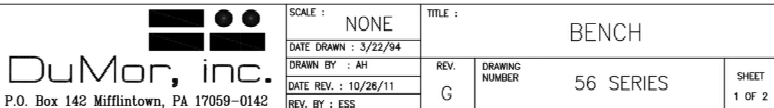
Typical Sidewalk Section

FOR ROW SIDEWALK

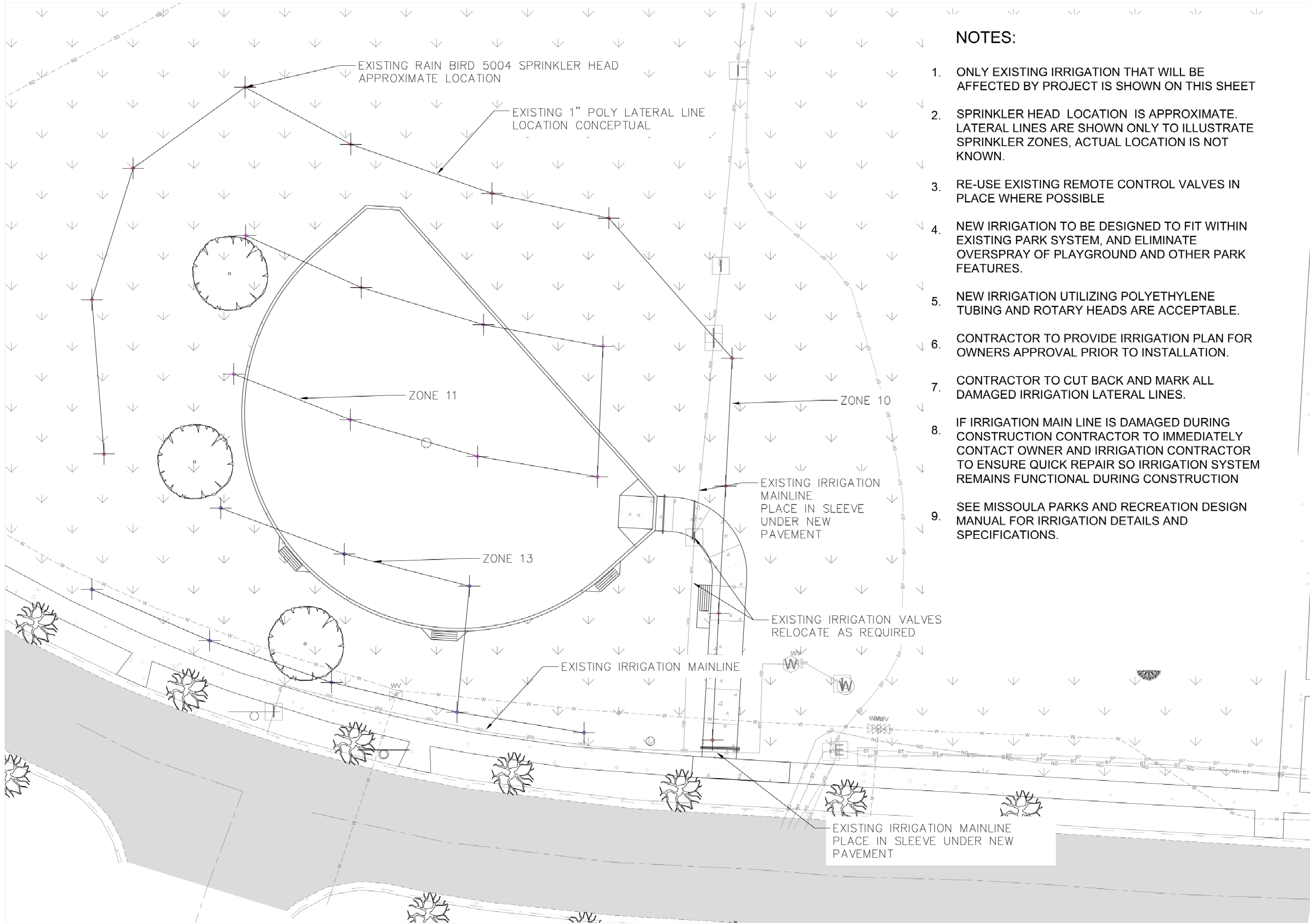
Approved By
City Engineer
Kevin J. Slovorp

Adopted: 02/29/1996
Revised: 03/22/2017

STD - 752



NOTE:
BENCH PAD TO BE
DOWELED TO CURB TO
PREVENT DIFFERENTIAL
SETTLING



- NOTES:**
1. ONLY EXISTING IRRIGATION THAT WILL BE AFFECTED BY PROJECT IS SHOWN ON THIS SHEET
 2. SPRINKLER HEAD LOCATION IS APPROXIMATE. LATERAL LINES ARE SHOWN ONLY TO ILLUSTRATE SPRINKLER ZONES, ACTUAL LOCATION IS NOT KNOWN.
 3. RE-USE EXISTING REMOTE CONTROL VALVES IN PLACE WHERE POSSIBLE
 4. NEW IRRIGATION TO BE DESIGNED TO FIT WITHIN EXISTING PARK SYSTEM, AND ELIMINATE OVERSPRAY OF PLAYGROUND AND OTHER PARK FEATURES.
 5. NEW IRRIGATION UTILIZING POLYETHYLENE TUBING AND ROTARY HEADS ARE ACCEPTABLE.
 6. CONTRACTOR TO PROVIDE IRRIGATION PLAN FOR OWNERS APPROVAL PRIOR TO INSTALLATION.
 7. CONTRACTOR TO CUT BACK AND MARK ALL DAMAGED IRRIGATION LATERAL LINES.
 8. IF IRRIGATION MAIN LINE IS DAMAGED DURING CONSTRUCTION CONTRACTOR TO IMMEDIATELY CONTACT OWNER AND IRRIGATION CONTRACTOR TO ENSURE QUICK REPAIR SO IRRIGATION SYSTEM REMAINS FUNCTIONAL DURING CONSTRUCTION
 9. SEE MISSOULA PARKS AND RECREATION DESIGN MANUAL FOR IRRIGATION DETAILS AND SPECIFICATIONS.

North

0

2.5

5

10

Scale: 1"=10'

REDFERN PARK PLAYGROUND

CHESAPEAKE WAY

IRRIGATION PLAN

STATE OF MONTANA

NATURAL

MONTANA

LICENSED

LANDSCAPE ARCHITECT

Drawn on:

28-Mar-22

Drawn by:

NMc

Checked on:

28-Mar-22

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I-1

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MONTANA
PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2022

Effective: January 1, 2022

Greg Gianforte, Governor
State of Montana

Laurie Esau, Commissioner
Department of Labor & Industry

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

Employment 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.

LAURIE ESAU
Commissioner
Department of Labor and Industry
State of Montana

TABLE OF CONTENTS

MONTANA PREVAILING WAGE REQUIREMENTS:

A.	Date of Publication	3
B.	Definition of Heavy Construction	3
C.	Definition of Public Works Contract	3
D.	Prevailing Wage Schedule	3
E.	Rates to Use for Projects	3
F.	Wage Rate Adjustments for Multiyear Contracts	3
G.	Fringe Benefits	4
H.	Dispatch City	4
I.	Zone Pay	4
J.	Computing Travel Benefits	4
K.	Per Diem	4
L.	Apprentices	4
M.	Posting Notice of Prevailing Wages	5
N.	Employment Preference	5
O.	Projects of a Mixed Nature	5
P.	Occupations Definitions Website	5
Q.	Welder Rates	5
R.	Foreman Rates	5
S	Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants	5

WAGE RATES:

BOILERMAKERS	6
BRICK, BLOCK, AND STONE MASONS	6
CARPENTERS	6
CEMENT MASONS AND CONCRETE FINISHERS	6
CONSTRUCTION EQUIPMENT OPERATORS	
OPERATORS GROUP 1	7
OPERATORS GROUP 2	7
OPERATORS GROUP 3	8
OPERATORS GROUP 4	8
OPERATORS GROUP 5	8
OPERATORS GROUP 6	8
OPERATORS GROUP 7	9
CONSTRUCTION LABORERS	
LABORERS GROUP 1	9
LABORERS GROUP 2	9
LABORERS GROUP 3	10
LABORERS GROUP 4	10
DIVERS	10
DIVER TENDERS	11
ELECTRICIANS	11
INSULATION WORKERS - MECHANICAL (HEAT AND FROST)	11
IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS	12
LINE CONSTRUCTION	
EQUIPMENT OPERATORS	12
GROUNDMAN	12
LINEMAN	12
MILLWRIGHTS	13
PAINTERS	13
PILE BUCKS	13
PLUMBERS, PIPEFITTERS, AND STEAMFITTERS	13
SPRINKLERFITTERS	14
TRUCK DRIVERS	15

A. Date of Publication January 1 2022

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 <https://erd.dli.mt.gov/labor-standards/> 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(18), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

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 18-2-418, 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:

<https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/building-construction-occupations>

Q. Welder Rates

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

R. Foreman Rates

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

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

WAGE RATES

BOILERMAKERS

Wage	Benefit
\$34.12	\$31.68

Duties Include:

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

Travel:

All Districts

0-120 mi. free zone

>120 mi. federal mileage rate/mi.

Special Provision:

Travel is paid only at the beginning and end of the job.

Per Diem:

All Districts

0-70 mi. free zone

>70-120 mi. \$65.00/day

>120 mi. \$80.00/day

[↑ Back to Table of Contents](#)

BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$35.95	\$18.52

Travel:

0-20 mi. free zone

>20-35 mi. \$30.00/day

>35-55 mi. \$35.00/day

>55 mi. \$78.00/day

[↑ Back to Table of Contents](#)

CARPENTERS

Wage	Benefit
\$32.75	\$13.82

Zone Pay:

0-30 mi. free zone

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

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

[↑ Back to Table of Contents](#)

CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$22.85	\$12.85

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters. Rates for rebar workers can be found under the Ironworkers classification.

Zone Pay:

0-30 mi. free zone

>30-60 mi. base pay + \$2.95/hr.

>60 mi. base pay + \$4.75/hr.

[↑ Back to Table of Contents](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$28.21	\$13.65

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small) 12 inch and under; Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

Zone Pay:

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

[↑ Back to Table of Contents](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$30.04	\$13.65

This group includes but is not limited to:

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

Zone Pay:

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

[↑ Back to Table of Contents](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$29.75	\$13.65

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.

Zone Pay:

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

[↑ Back to Table of Contents](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$30.75	\$13.65

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.

Zone Pay:

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

[↑ Back to Table of Contents](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$31.75	\$13.65

This group includes but is not limited to:

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

Zone Pay:

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

[↑ Back to Table of Contents](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$32.75	\$13.65

This group includes but is not limited to:

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

Zone Pay:

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

[↑ Back to Table of Contents](#)

CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$33.75	\$13.65

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.

Zone Pay:

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

[↑ Back to Table of Contents](#)

CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
\$23.08	\$11.77

Zone Pay:

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

[↑ Back to Table of Contents](#)

CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$25.90	\$11.77

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.

Zone Pay:

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

[↑ Back to Table of Contents](#)

CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$26.07	\$11.77

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.

[↑ Back to Table of Contents](#)

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	\$11.77

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

[↑ Back to Table of Contents](#)

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	\$44.98	\$17.84
Diving	\$89.96	\$17.84

Depth Pay (Surface Diving)

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

Diving In Enclosures

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

[↑ Back to Table of Contents](#)

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
\$43.98	\$17.84

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

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

[↑ Back to Table of Contents](#)

ELECTRICIANS

Wage	Benefit
\$35.59	\$16.39

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

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

0-08 mi. free zone
>08-50 mi. federal mileage rate/mi. in excess of the free zone.
>50 mi. \$60.57/day

[↑ Back to Table of Contents](#)

INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

Wage *	Benefit *
\$39.97	\$19.87

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. \$50.00/day
>60 mi. \$60.00/day plus
▪ \$0.56/mi. if transportation is not provided.
▪ \$0.20/mi. if in company vehicle.
>60 mi. \$100.00/day on jobs requiring an overnight stay plus
▪ \$0.56/mi. if transportation is not provided.
▪ \$0.20/mi. if in company vehicle.

[↑ Back to Table of Contents](#)

* Amended 3/11/2022

IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS

Wage	Benefit
\$29.38	\$27.05

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:

0-45 mi. free zone
>45-60 mi. \$45.00/day
>60-100 mi. \$70.00/day
>100 mi. \$90.00/day

Special Provision:

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

[↑ Back to Table of Contents](#)

LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
\$36.00	\$16.92

Duties Include:

All work on substations

Travel:

No Free Zone
\$60.00/day

[↑ Back to Table of Contents](#)

LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$29.09	\$16.09

Duties Include:

All work on substations

Travel:

No Free Zone
\$60.00/day

[↑ Back to Table of Contents](#)

LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$48.65	\$18.03

Duties Include:

All work on substations

Travel:

No Free Zone
\$60.00/day

[↑ Back to Table of Contents](#)

MILLWRIGHTS

Wage	Benefit
\$39.68	\$14.27

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

[↑ Back to Table of Contents](#)

PAINTERS

Wage	Benefit
\$25.00	\$0.00

Travel:
No travel or per diem established.

[↑ Back to Table of Contents](#)

PILE BUCKS

Wage	Benefit
\$32.75	\$13.82

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.

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

[↑ Back to Table of Contents](#)

PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
\$39.98	\$20.26

Duties Include:

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

Travel:
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: \$105.00/day.

[↑ Back to Table of Contents](#)

SPRINKLER FITTERS

Wage	Benefit
\$35.66	\$24.29

Duties Include:

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

Travel All Districts

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

0-60 mi. free zone
>60-80 mi. \$19.00/day
>80-100 mi. \$29.00/day
>100 mi. \$105.00/day.

Special Provision

When traveling >100 miles, mileage at \$0.54/mi. + \$8.59 for every 15 miles traveled at beginning and end of job.

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

0-100 mi. free zone
>100 mi. \$105.00/day

Special Provision

When traveling >100 miles, \$8.59 for every 15 miles traveled, at beginning and end of job.

Per Diem: All Districts

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

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

0-100 mi. free zone
>100 mi. \$105.00/day

[↑ Back to Table of Contents](#)

TRUCK DRIVERS

Pilot Car Driver	No Rate Established	
	Wage	Benefit
Truck Driver	\$31.28	\$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 + \$.485/hr.

Special Provision:

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

[↑ Back to Table of Contents](#)



VALLAN-01

HSTRONG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Missoula Office PayneWest Insurance, a Marsh McLennan Agency LLC Company P.O. Box 4386 Missoula, MT 59808	CONTACT NAME:	
	PHONE (A/C, No, Ext): (406) 721-1000	FAX (A/C, No): (406) 721-9230
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	
	INSURER B: Montana State Fund	
INSURED Valley Landscape Construction, Inc PO Box 3656 Missoula, MT 59806	NAIC #	
	10677	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	EPP 0070211	3/28/2022	3/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0070211	3/28/2022	3/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			EPP 0070211	3/28/2022	3/28/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	031069438	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Redfern Park

General Liability - GA233 Additional Insured, Waiver of Subrogation

CERTIFICATE HOLDER

CANCELLATION

Missoula Parks and Recreation
600 Cregg Lane
Missoula, MT 59801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure To Disclose Hazards.....	9
3. Damage To Premises Rented To You.....	9
4. Supplementary Payments.....	10
5. Medical Payments.....	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation.....	11
8. Automatic Additional Insured - Specified Relationships:	11
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment.....	14
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services.....	15
11. Broadened Notice Of Occurrence.....	15
12. Nonowned Aircraft.....	15
13. Bodily Injury Redefined.....	15
14. Expected Or Intended Injury Redefined	15
15. Former Employees As Insureds.....	15
16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage.....	16
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property.....	17
18. Alienated Premises.....	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$2,500

b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)

Limits Of Insurance

Coverage **a.**

\$1,000 Each Occurrence

\$5,000 Aggregate

Coverage **b.** \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Coverage **a.** \$250

Coverage **b.** \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE	ADVANCE PREMIUM
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	(For Limits in Excess of \$5,000)	(For Limits in Excess of \$5,000)
b. Care, Custody Or Control			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;

- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1)** Failure of any investment to perform;
- 2)** Errors in providing information on past performance of investment vehicles; or
- 3)** Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1)** Refusal to employ;
- (2)** Termination of employment;
- (3)** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (4)** Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

- (1)** If you are designated in the Declarations as:
 - (a)** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b)** A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or

- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;
- apply irrespective of the application of the Deductible Amount.
- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
- (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribu-

tion by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
 2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
 3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
 4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

- a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

- 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;

- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

- 5) Settling, cracking, shrinking or expansion;

- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

- (b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;

- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (iii) Water under the ground surface pressing on, or flowing or seeping through:

- 1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

- (1) Paragraph 6. of **Section III - Limits Of Insurance** is replaced by the following:
- 6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by

you with permission of the owner;

- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

- (2) The most we will pay is limited as described in Section **B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after

you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph **8.a.(1)** of this endorsement; or

- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under **Sec-**

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:
- 1) Damage is caused by you; or
 - 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:
- 1) The "property damage" takes place in the "coverage territory"; and
 - 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs (3), (4), (5) and (6), **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage** and **Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

- (2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

- (b) The **Care, Custody Or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

- (3) The **Voluntary Property Damage Coverage**, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

(4) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

- a. Paragraph **c.** is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph (2) under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

BUSINESS LICENSE

CITY OF MISSOULA - Missoula Montana

Please post in public view

VALLEY LANDSCAPE INC

PO BOX 3656
MISSOULA, MT 59806

BUSINESS LICENSE NUMBER: BL01-62353

TO CONDUCT THE BUSINESS OF: LANDSCAPE CONTRACTOR

FROM: 4026 FLYNN LN MISSOULA MT 59808

ISSUE DATE: 03/07/2022

ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF MISSOULA MUNICIPAL CODE, AS AMENDED. LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS REFERENCE ABOVE

EXPIRATION DATE: 2/28/2023


Development Services Department