

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. <u>Purpose</u>: 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. <u>Effective Date</u>: This Agreement is effective upon the date of its execution and will terminate on the 1^{ST} day of August, 2023. The parties may extend this Agreement in writing prior to its termination.

3. <u>Scope of Work</u>: 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. <u>Payment</u>: 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. <u>Materials and Workmanship</u>: 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

City Small Construction Agreement - Valley Landscape Redfern Park Restoration 2023

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. <u>Retainage</u>: 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. <u>Additional Services</u>: 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. <u>Independent Contractor Status</u>: 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. <u>Indemnity</u>: 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.

City Small Construction Agreement - Valley Landscape Redfern Park Restoration 2023

10. <u>Insurance</u>: 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. <u>Warranty</u>: 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. <u>Compliance with Laws</u>: 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. <u>Contractors' Gross Receipts Tax</u>: 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. <u>Nondiscrimination</u>: 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. <u>Affirmative Action Policy</u>: 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

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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. <u>Default and Termination</u>: 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. <u>Liaison</u>: City's designated liaison with Contractor is **Todd Peterson**, and Contractor's designated liaison with City is **Garrick Swanson** (Project Manager).

17. <u>Jurisdiction and Venue</u>: 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

By_____ Gwen Jones, Acting Mayor

CONTRACTOR (Type Name Above)

By____

Print Name_____

Print Title_____

APPROVED AS TO FORM:

ATTEST:

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

Jim Nugent, City Attorney

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 <u>Thirty (30)</u> 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 Missoule, MT 59806

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	%oois-	_dollars
(\$ 35,660.00).		
MISCELLANEOUS ALLOWANCE		

Five thousand ________dollars

(\$_____).

TOTAL BID (BASE BID + MISC. ALLOWANCE)

For by thousand six hundred six (y and You'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 Missoule this 30th day of June, 2022

(city) andscape/nc.

State of Incorporation (if applicable)

Business Address

Name of Firm

?0. Box 3656 15500 MT 59806

Title

Signature of Responsible Official Name of Partner

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. <u>SUPPLEMENTARY CONDITIONS TO THE MPWSS:</u>

Per drawings.

3. CONSTRUCTION STAKING:

4. LANDSCAPING, IRRIGTION 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. <u>PERMITS</u>

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

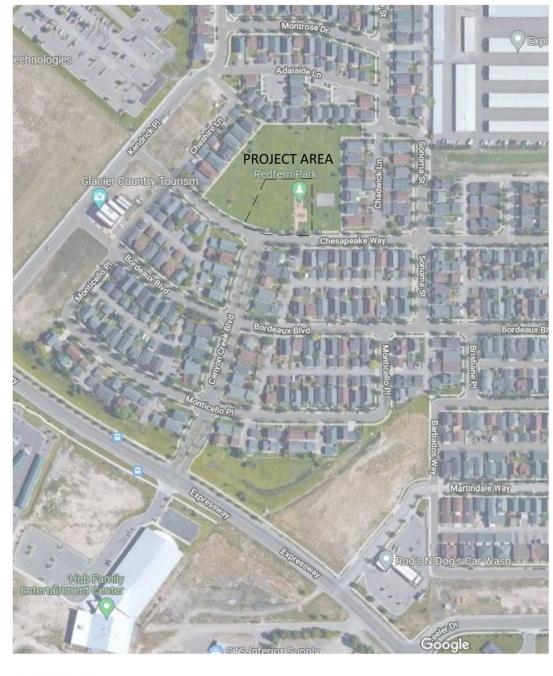


MISSOULA PARKS & RECREATION

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 UBLIC 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. 3. 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.
- 5. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY OF ANY DISCREPANCIES OR AMBIGUITIES ON THE DRAWINGS AND/OR IN THE SPECIFICATIONS.
- 6. 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.
- 8. 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.
- 10. 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.
- 11. 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.
- 12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL COMPONENTS AND ACCESSORIES FOR A COMPLETE AND FINISH INSTALLATION VIII. EXISTING IRRIGATION NOTES: 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.
- 14. CONTRACTOR SHALL NOT BLOCK ANY ROADS OR SIDEWALKS 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION
- DEWATERING AND MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF CONSTRUCTION. 16. THE CONTRACTOR SHALL CONTROL DUST IN ACCORDANCE WITH
- REGULATIONS OF LOCAL AIR POLLUTION CONTROL AUTHORITY
- 17 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.
- 19. 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 20. PROVIDE CONCRETE JOINTING AS SHOWN FOR ALL FLATWORK.
- BUILDING DIMENSIONS ARE SHOWN TO EXTERIOR FACE OF CURB.
 COORDINATE STAGING AREA WITH OWNER.
- 23. CONTACT ADJACENT PROPERTY OWNER(S) PRIOR TO BEGINNING WORK. 24. MAINTAIN ACCESS TO ALL PROPERTIES.
- 25. 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 ENCOUNTEERD. 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 VERIEVALL 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:

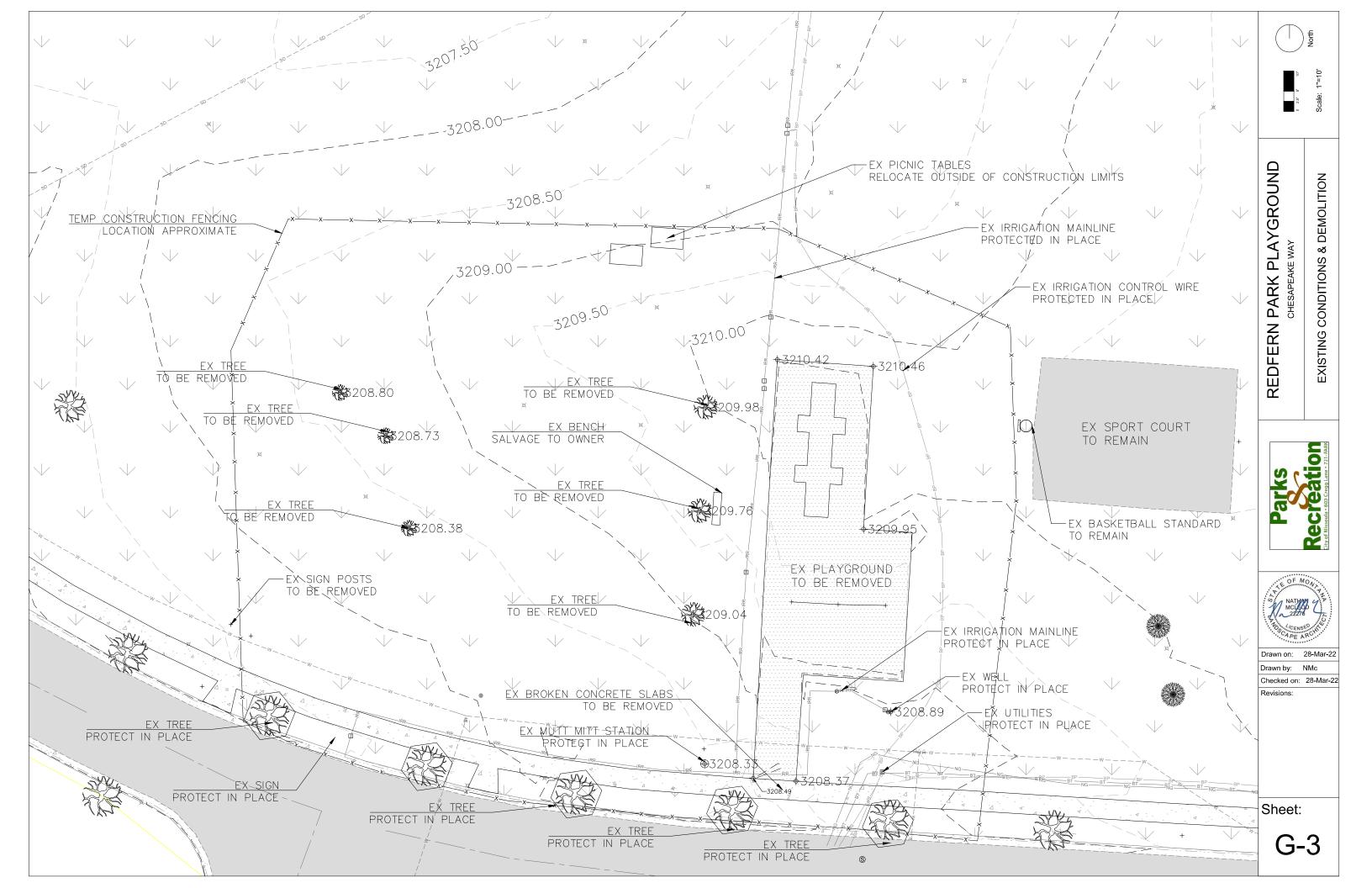
- ANY EXCAVATION SHALL BE BARRICADED. PARK, IN GENERAL, WILL BE OPEN TO PUBLIC.
- VII. GENERAL DEMOLITION NOTES:
- THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITY MAINS, FIRE HYDRANTS, VALVES, APPURTENANCES AND OTHER EXISTING SITE FACILITIES DURING CONSTRUCTION NOT SLATED FOR DEMOLITION INCLUDING ON-SITE 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 3 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
- 10. CONTRACTOR SHALL REMOVE LAWNS AND GRASSES AS SPECIFIED. 11. CONTRACTOR TO REMOVE TOPSOIL TO SPECIFIED DEPTH AND DISPOSE OF
- EXCESS AS SPECIFIED.
- 12. SEE EXISTING IRRIGATION NOTES.

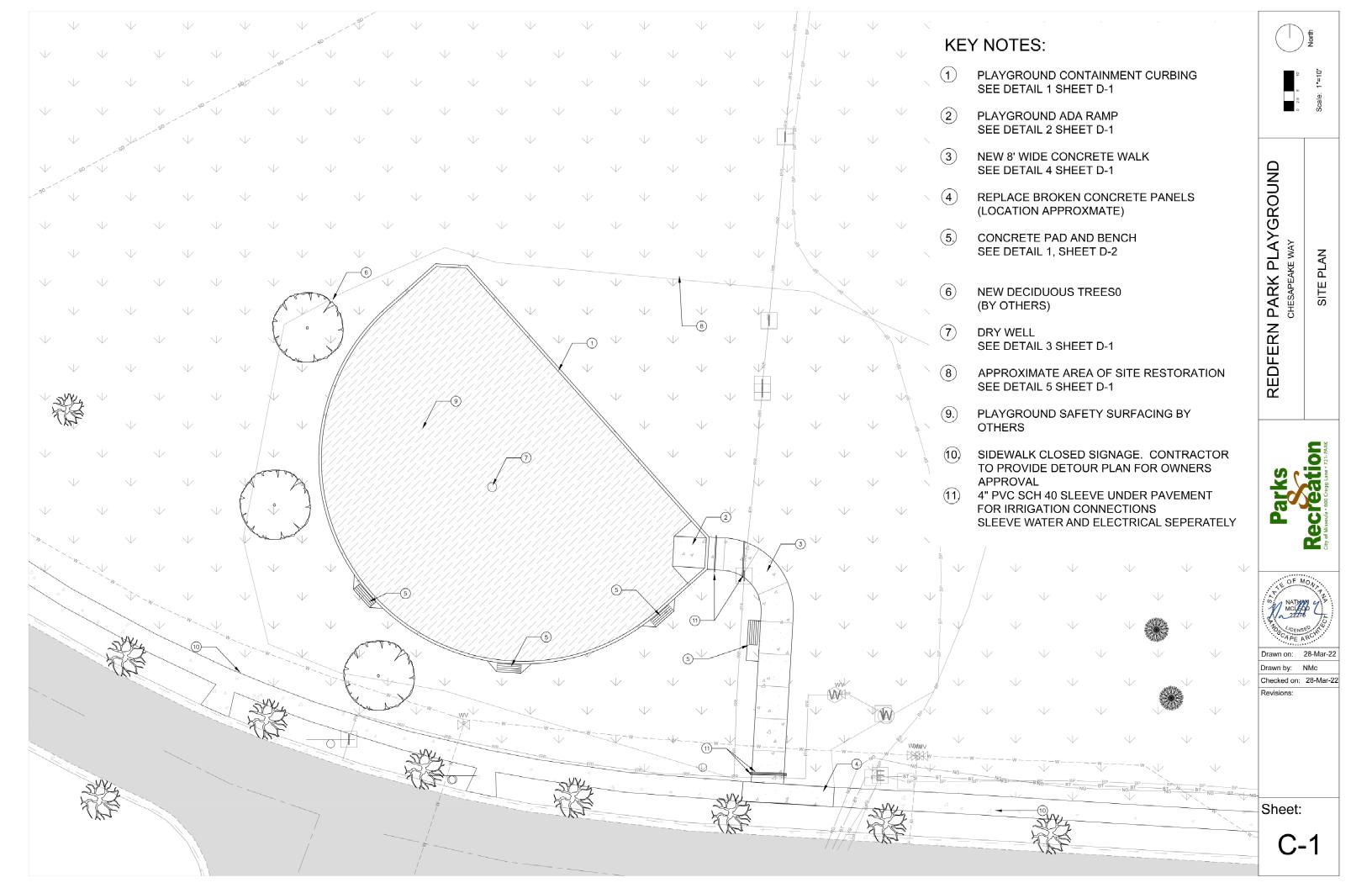
- LOCATION OF MAINLINE, LATERAL LINES, AND EXISTING HEADS- IF SHOWN-WERE ATTAINED FROM PARKS AND RECREATION AS BUILT DRAWINGS UNLESS OTHERWISE NOTED. CONTRACTOR TO VERIFY EXISTING CONDITIONS. ALL EXISTING UTILITIES ARE TO BE LOCATED BEFORE ANY TRENCHING OF ANY KIND BEGINS.
- COORDINATE ALL ADJUSTMENTS OF EXISTING IRRIGATION SYSTEM WITH 2 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-RELISED 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 SLEEVING 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
- 8. IN THE EVENT OF ANY DISCREPANCIES, NOTIFY THE LANDSCAPE ARCHITECT
- 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, OF 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/OF 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.

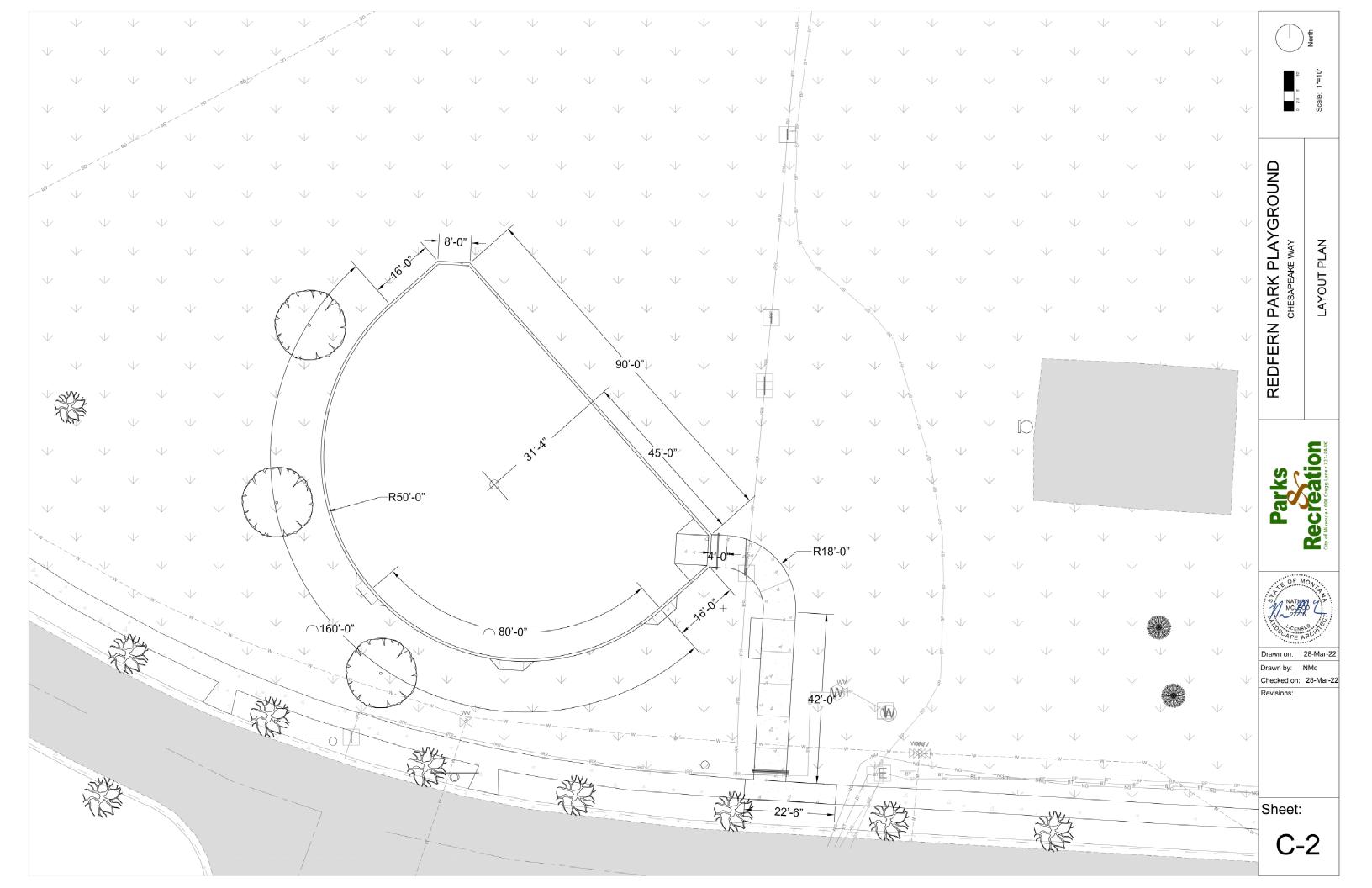
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OO	EXISTING CHAINLINK FENCE	+
- — — SD — — — — SD — — -	EXISTING STORM DRAIN	
NGNG	EXISTING BURIED GAS	
BPBP	EXISTING BURIED POWER	¤
BTBT	EXISTING BURIED TELEPHONE	•
ww	EXISTING WATER MAIN	
	EXISTING PLANTER	Π

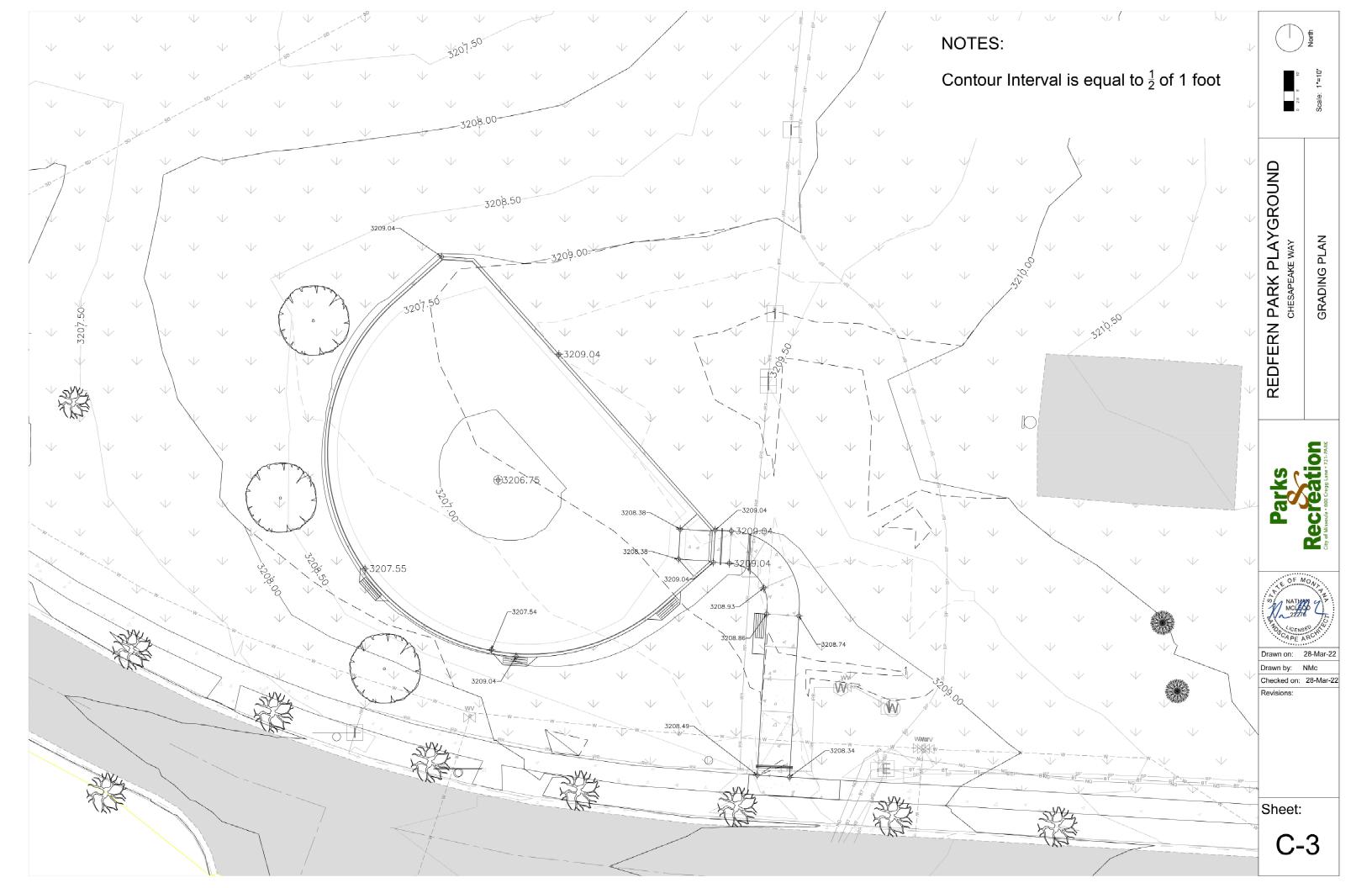
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EXISTING CONTROL POINT	
EXISTING JUNCTION BOX	
EXISTING ELECTRIC METER	
EXISTING FROST FREE HYDRANT	
EXISTING FIRE HYDRANT	
EXISTING IRRIGATION CONTROL VALVE	
EXISTING MONUMENT BOX	
EXISTING MANHOLE - SANITARY SEWER	
EXISTING POST	
EXISTING STORM DRAIN VAULT	
EXISTING SIGN POST	
EXISTING SPRINKLER HEAD	
EXISTING CONIFEROUS TREE	
EXISTING DECIDUOUS TREE	
EXISTING TELEPHONE PEDESTAL	
EXISTING WELL	
EXISTING WATER VALVE	

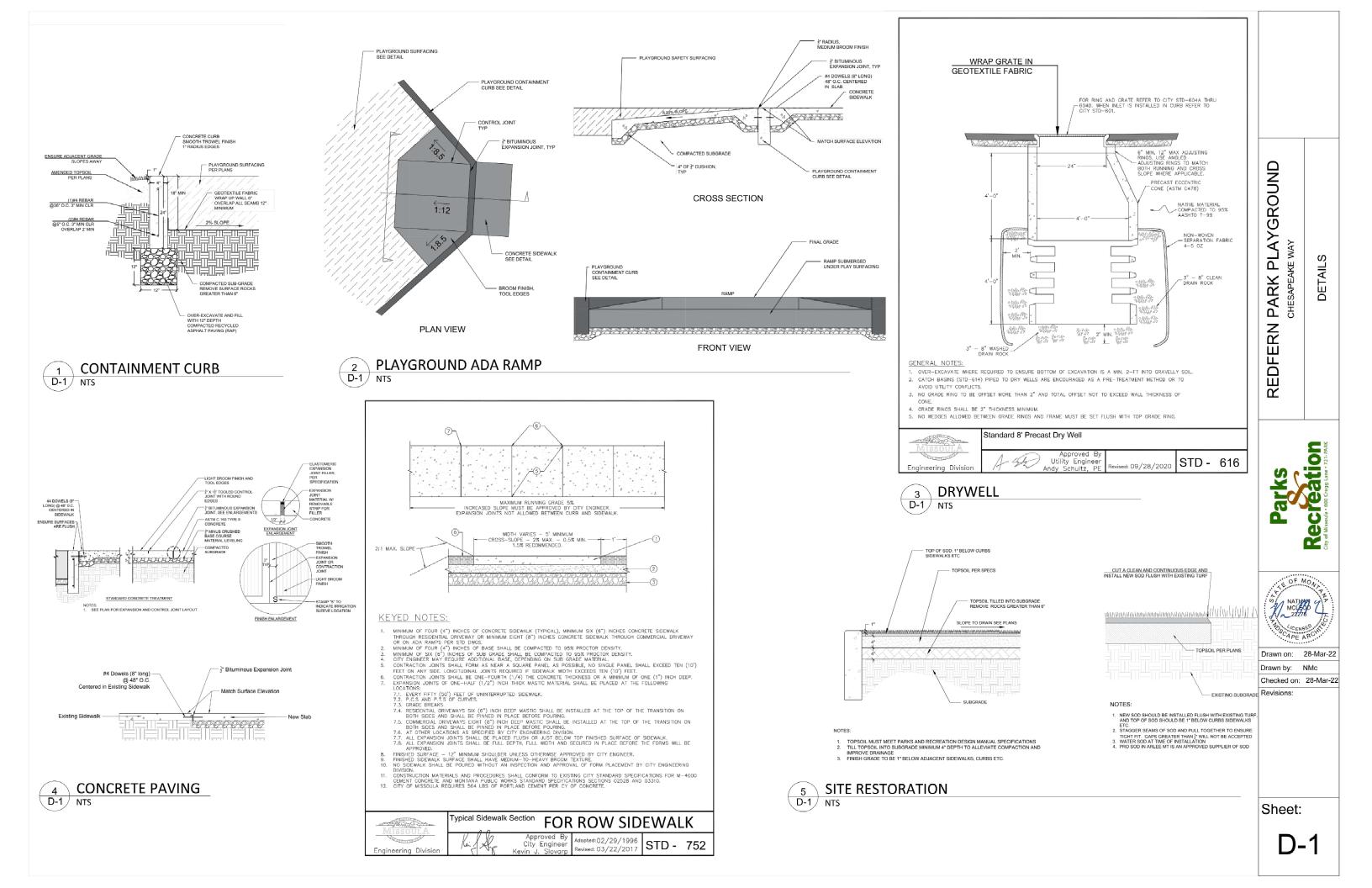


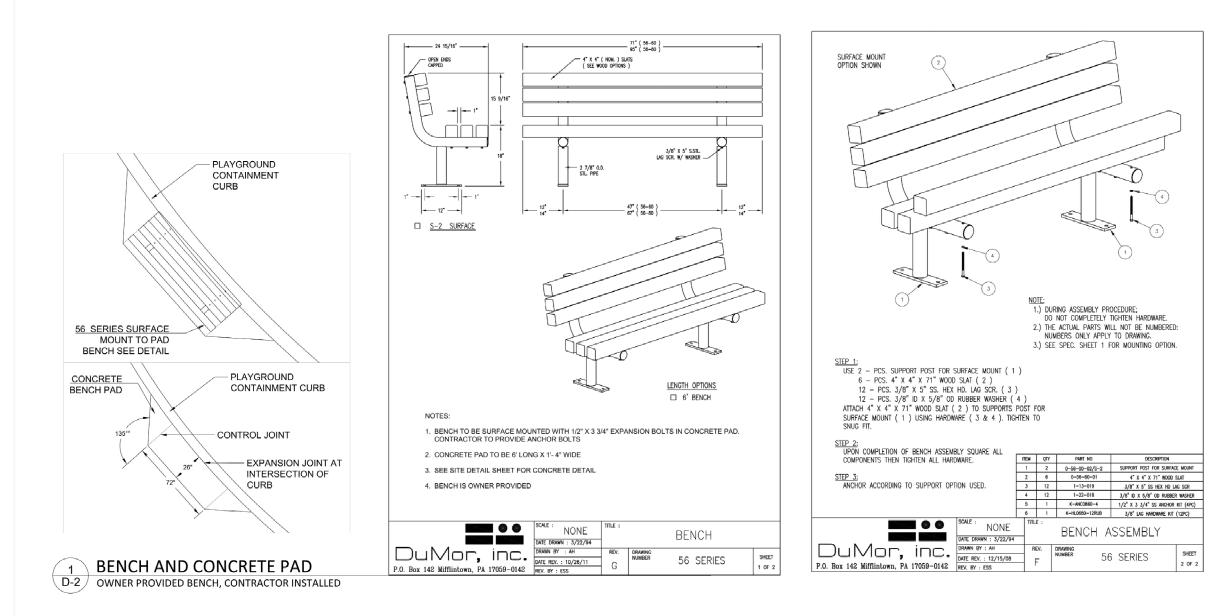




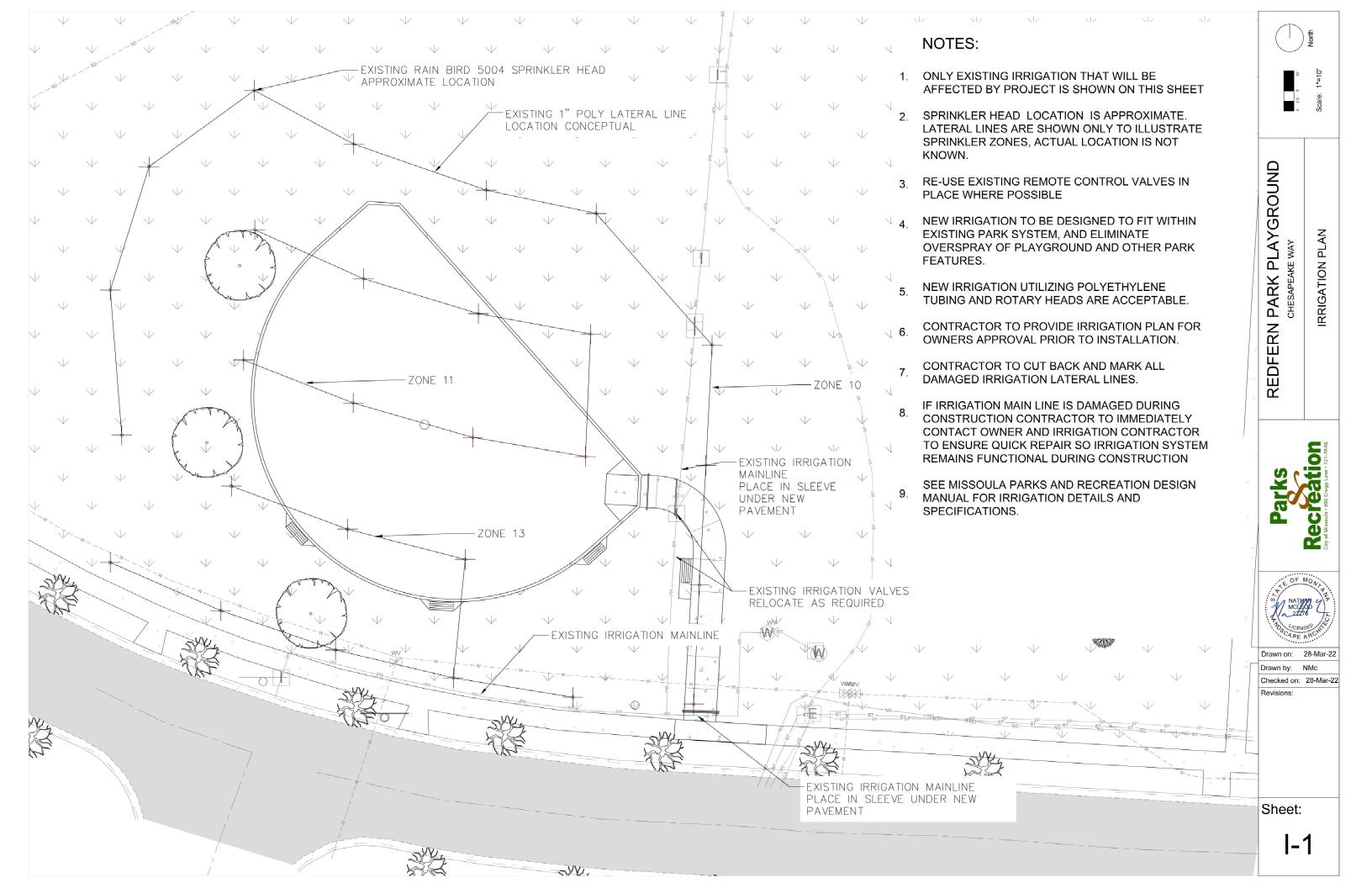












GENERAL NOTES:

EXISTING IRRIGATION NOTES:

- LOCATION OF MAINLINE, LATERAL LINES, AND EXISTING HEADS ATTAINED FROM PARKS AND RECREATION AS BUILT DRAWINGS UNLESS OTHERWISE NOTED. CONTRACTOR TO VERIFY LOCATION BEFORE START OF CONSTRUCTION. COORDINATE ALL ADJUSTMENTS OF EXISTING IRRIGATION SYSTEM
- WITH OWNER AREAS OUTSIDE OF CONSTRUCTION LIMITS MUST REMAIN
- OPERATIONAL DURING THE GROWING SEASON. REMOVE ALL EXISTING AT-GRADE UN-REUSED SYSTEM COMPONENTS (INCLUDING HEADS WITH JOINTS, VALVES, BOXES,
- FTC.) AND ABANDON ALL UN-REUSED MAIN AND CIRCUIT PIPING UNLESS LOCATED WITHIN NEW PLAYGROUND AREA. REMOVE AL EXISTING MAIN AND CIRCUIT PIPING WITHIN NEW PLAYGROUNE
- INSTALL NEW PIPING OUTSIDE AND AROUND NEW PLAYGROUND AREA
- IRRIGATION HEADS VALVES AND PIPING SHALL MATCH THE MANUFACTURER OF THE MAJORITY OF EXISTING IRI
- HEADS SHALL HAVE 6" RISERS HEADS SHALL HAVE & 'KISEKS. NUMBER AJJACENT HEAD DENOTES ASSUMED RADIUS. PROVIDE DETAILED SHOP-DRAWING PLANS AND SCHEDULE ON CONNECTING INTO EXISTING SYSTEM. PLANS TO INCLUDE EXISTIN LAYOUT, PROPOSED MODIFICATIONS TO EXISTING LAYOUT, NEW SYSTEM LAYOUT TIMELINE AND ALL NEWLY INSTALLED S COMPONENTS

GENERAL SITE NOTES:

SEED AND RE-GRADE ALL EXISTING LAWN AREAS. DISTURBED BY CONTRACTOR'S OPERATIONS AS PER SPECIFICATIONS. A DISTURBED AREA SHALL BE WHERE CONSTRUCTION ACTIVITIES. INCLUDING TRENCHING, DEMOLITION, EARTHWORK, MATERIAL STORAGE, STAGIINE, PARKING OR ANY OTHER FORM OF INCLUDING TENDING, DEMOLTING, PARTINUCRA, BALTINUCRA, MALEMAL STORAGE, STACHGING, PARKING OR ANY OTHER FORM OF EXCAVATION, COMPACTION, OR TRAFFIC RESULTS IN THE REMOV, OR DISPLACEMENT OF EXISTING GROUND COVER OR GRADE. COURS AND A CONTRACTOR SEE LANDSCAPE PLAN. SIDA WHENE INDICATE ON PLANS.

II. IRRIGATION NOTES:

- CONTRACTOR TO VERIFY EXISTING CONDITIONS. ALL EXISTING UTILITIES ARE TO BE LOCATED BEFORE ANY TRENCHING OF ANY KIND
- BEGINS. CONTRACTOR SHALL LOCATE EXISTING WATER SOURCE CONNECTION AND IRRIGATION CONTROLLER AND VERIFY AVAILABLE GALLONAGE, PRESSURE, POWER, STATION-CAPACITY, 197 2010 FLORMATION, DEGINA INGLATION SYSTEM BASED AVAILABLE CALLUNAGE, PRESSURE, POWER'S INTIDA-CAPACITY, AND ZONE INFORMATION. DEGION IRRICATION SYSTEM BASED UPON AVAILABILITY AND ANY UPORADE REQUIREMENTS. IN THE EVENT OF ANY DISCREPANCIES, NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY. DO NOT INTERRUPT IRRIGATION WATER SERVICE TO TURE AREAS OUTSIDE OF THE LIMITS OF CONSTRUCTION FOR A PERIOD LONGER PHANA TO RY DIEINIO COMPUND CERSONL. COORDINATE TUNINO CE
- THAN 7 DAYS DURING GROWING SEASON. COORDINATE TIMING OF ANY SERVICE INTERRUPTION WITH PARKS AND RECREATION MAINTENANCE PERSONNEL. COORDINATE WORK THIS SHEET WITH ALL OTHER TRADES. PROPOSED HEADS SHALL MATCH THE MANUFACTURER OF THE
- MAJORITY OF THE EXISTING IRRIGATION SYSTEM. HEAD LOCATIONS PROVIDED ARE SCHEMATIC ONLY. CONTRACTO
- TO DESIGN NEW ZONES FOR NEW IRRIGATION AREA, AND ADJUST EXISTING UNDERGROUND AUTOMATIC IRRIGATION SYSTEM TO PROVIDE ADEQUATE WATER FOR ALL TURF AREAS SHOWN ON PLAI LAWN AREAS SHALL BE WATERED BY ROTOR AND / OR SPRAY
- HEADS AS DETAILED AND SPECIFIED. SPRAY HEADS TO BE ON SEPARATE ZONES THAN ROTORS. PROVIDE HEAD TO HEAD COVERAGE IN LAWN AREAS.
- CONTRACTOR SHALL PROVIDE SLEEVING AS NECESSARY FOR PIPI 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 RRIGATION SYSTEM SHALL BE INSTALLED IN STRICT ACCORDANC WITH ALL PERTINENT CODES AND REGULATIONS. THE REFERENCE WITH ALL FERTINEIN CODES AND REGULTIONS, THE REFERENCE STANDARDS, AND THE MANUFACTURER'S RECOMMENDATIONS. IRRIGATION SYSTEM TO BE DESIGNED TO PREVENT OVER-SPRAY ONTO BUILDING, HARDSCAPE, AND PLAYGROUND SURFACES. ALL IRRIGATION HEADS TO BE INSTALLED 6' AWAY FROM ADJACENT
- STRUCTURES OF HARDSCAPE AS SPECIFIED. ZONES TO BE DESIGNED WITH REGARD TO PLANT MATERIAL AND
- IND AND SUN EXPOSURE TO ENSURE PROPER PLANT REQUIRED ER COVERAGE. VIDE ALL COMPONENTS REQUIRED FOR PROPER
- VINTERIZATION OF SYSTEM

V. GENERAL SEEDING NOTES:

- SEE ALL PROJECTS, ALL DEMO SHEETS FOR LANDSCAPE TO BE
- SEE ALL PROJECT ALL DEMO STREETS OF CHARGENEE TO BE REMOVED AND TO REMAIN COORDINATE STOCKPILING AND PLACEMENT OF REQUIRED IMPORTED TOPSOIL TO ACHIEVE FINISH GRADE. AFTER INCORPORATION OF SUPPLEMENTAL SOIL AMENDMENT PRODUCTS FINISH GRADE ALL PLANTING AREAS SMOOTH (FREE OF PEAKS OR DEPRESSIONS) PRIOR TO PLACEMENT OF PLANTING MATERIAL AND
- DEPRESSIONS PRIVILY TO FLACEMENT OF FLAVITING MATERIAL AND MULCH. CONTRACTOR IS RESPONSIBLE FOR PLACING AND SUPPLEMENTING TOPSOIL TO DEPTHS NOTED. PLANT, PLACE TOPSOIL AND RE-GRADE ALL PROPOSED LAWN AREAS DISTURBED BY CONTRACTOR'S OPERATIONS AS PER PLANS AND SPECIFIED. DISTURBED AREAS SHALL BE WHERE AND SPECIFIED. DISTORBED AREAS SHALL BE WHERE CONSTRUCTION ACTIVITIES INCLUDING TRENCHING, DEMOLITION, EARTHWORK, MATERIAL STORAGE, STAGING, PARKING OR ANY
- OTHER FORM OF EXCAVATION, COMPACTION, OR TRAFFIC RESULT: IN THE REMOVAL OR DISPLACEMENT OF EXISTING GROUND COVER OR GRADE. PROVIDE SMOOTH CLEAN TRANSITION FROM EXISTING TO DISTURBED AREA EDGE OF REPAIR AREA SHOWN FOR ILLUSTRATIVE PURPOSES
- ONLY. ACTUAL EXTENT OF REPAIR MAY VARY. PRIOR TO PLANTING, IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AND PLANTING AREAS SHALL BE THOROUGHLY
- SOAKED ALL PLANT MATERIAL SHALL RECEIVE AN ADEQUATE AMOUNT OF
- WATER TO MEET WATERING REQUIREMENTS SUPPLIED BY AN AUTOMATIC IRRIGATION SYSTEM BY OWNER UNLESS SPECIFICALL NOTED. PROVIDE TEMPORARY IRRIGATION FOR ESTABLISHMENT FOR THESE SPECIFICALLY NOTED AREAS. FOR THESE SPECIFICALLY NOTED AREAS. DURING INSTALLATION OF ALL LANDSCAPE WORK, CONTRACTOR SHALL KEEP ALL PLANTING AND HARDSCAPE AREAS CLEAN OF
- DEBRIS. PROTECT ALL PLANT MATERIALS FROM DAMAGE DUE TO CONSTRUCTION ACTIVITIES BY ALL TRADES. MAINTAIN PROTECTION THROUGHOUT DURATION OF MAINTENANCE PERIOD. TREAT, REPAIR, OR REPLACE ANY DAMAGED OR UNHEALTHY PLAN MATERIALS, AS WELL AS ALL OTHER LANDSCAPE WORK
- CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY
- CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY PRODLENS WITH EXISTING SOL CONDITIONS OR HIGH WATER TABLE IMMEDIATELY UPON DISCOVERY. SATISFACTORY SEEDED AREA: AT THE IND OF THE MAINTENANCE PERIOD, A HEALTHY, UNFORM, CLOSE STAND OF GRASS HAS BEEN ESTABLISHED, FREE OF WEEDS AND SURFACE IRREGULARITIES, WITH COVERAGE EXCEEDING 30% OVER ANY 10 SF AND BARE SPOTS NOT EXCEEDING 5785°. PLANTING RESTRICTIONS: COORDINATE PLANTING PERIODS WITH MAINTENANCE FROM DATE OF SUBSTANTIAL COMPLETION. PLANT IN SPRING BETWEEN MARCH 1 JUNE 1, PLANTI IN FALL BETWEEN SEPTEMBER 1 NOVEMBER 15, (DORMANT SEASON) WEATHER LUMITATIONS: PROCEED WITH PLANTING ONLY WHEN EXISTING AND FORECASTED WEATHER CONDITIONS PERMIT.

SECTION 02812 -

PERFORMANCE IRRIGATION

- PART 1 GENERAL
- 1.1 RELATED DOCUMENTS DOCUMENTS NGS AND GENERAL PROVISIONS OF THE CONTRACT. INCLUDING
- GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION SPECIFICATION SECTIONS, APPLY TO THIS SECTION. SUMMARY
- THIS SECTION INCLUDES THE DESIGN OF AN AUTOMATIC IRRIGATION VALVES AND VALVE SPECIALTIES . BRONZE BALL VALVES: MSS SP-110, CLASS 150, 600-PSIG (4140-KPA) COLD F. WORKING PRESSURE. INCLUDE BRONZE, TWO-PIECE CONSTRUCTION BODY WITH REGULAR PORT; CHROME-PLATED BRASS BALL; BLOWOLTPROOF STEM: PITE SEATS AND SEALS; THREADED-END CONNECTIONS; AND LEVER HANDLE.
- THIS SECTION INCLUDES THE DESIGN OF AN AUTOMATIC IRRIGATION SYSTEM IN ACCORDANCE WITH PERFORMANCE CRITERIA AND MATERIALS SPECIFIED HEREIN, PROVIDING ALL MATERIALS AND LABOR NECESSARY TO INSTALL A COMPLETE AND FULLY FUNCTIONING IRRIGATION SYSTEM, AND MAINTENANCE OF THE COMPLETED SYSTEM. RELATED SECTIONS INCLUDE THE FOLLOWING: . DIVISION 2 SECTION WATER DISTRIBUTION" FOR WATER SUPPLY
- PIPING, WATER METERS, AND BACKFLOW PREVENTER
- LATERAL PIPING: DOWNSTREAM FROM CONTROL VALVES TO SPRINKLERS, SPECIALTIES, AND DRAIN VALVES. PIPING IS UNDER PRESSURE DURING DRAIN PIPING: DOWNSTREAM FROM CIRCUIT-PIPING DRAIN VALVES.
- DRAIN PIPING: DOWNSTREAM FROM CIRCUIT-PIPING DRAIN VALVES. PIPING IS NOT UNDER PRESSURE. MAIN LINE PIPING: DOWNSTREAM FROM POINT OF CONNECTION TO WATER DISTRIBUTION PIPING TO AND INCLUDING CONTROL VALVES. PIPING IS UNDER WATER DISTRIBUTION SYSTEM PRESSURE. THE FOLLOWING ARE INDUSTRY ABBREVIATIONS FOR PLASTIC MATERIALS: 1. ABS: ACRYLONITRILE-BUTADIENE-STYRENE PLASTIC. 2. NP: NYLON PLASTIC.
- PE: POLVETHYLENE PLASTIC
- PE: POLYEIHYLENE PLASTIC. PP: POLYPROPYLENE PLASTIC. PTFE: POLYTETRAFLUOROETHYLENE PLASTIC. PVC: POLYVINYL CHLORIDE PLASTIC. SYEM PERFORMANCE REQUIREMENTS

- STOTEM PERFORMANCE REQUIREMENTS MINIMUM WATER COVERAGE: 100 PERCENT OF PLANTING AREAS.
- PRODUCT DATA: INCLUDE PRESSURE RATING RATED CAPACITY PRODUCT DATA: INCLUDE PRESSURE RATING, RATED CARACITY, SETTINGS, AND ELECTRICAL DATA OF SELECTED MODELS FOR THE FOLLOWING, SHOW MANUFACTURER'S NAME AND CATALOG NUMBER FC EACH ITEM, FURNISH COMPLETE CATALOG CUTS AND TECHNICAL DATA. 1. WATER REGULATORS. 2. WATER HAMMER ARRESTERS.
- VALVES. INCLUDE ABOVEGROUND AND UNDERGROUND; GENERAL-DUTY, MANUAL AND AUTOMATIC CONTROL, AND

- GENERAL-DUTY, MANUAL AND AUTOMATIC CONTROL, AND QUICK-COUPLER TYPES. VALVE BOXES. SPRINKLERS. SPRINKLERS. SPECIALTIES. INCLUDE EMITTERS, DRIP TUBES, AND OTHER DEVICES. CONTROLLERS. INCLUDE WIRING DIAGRAMS.
 TEST REPORTS: AS SPECIFIED IN "FIELD QUALITY CONTROL." ARTICLE IN
- TENANCE DATA: INCLUDE DATA FOR THE FOLLOWING
- WATER REGULATORS. AUTOMATIC CONTROL VALVES.
- SPECIALTIES. CONTROLLERS.
- A. CONTROLLERS.
 GUILALITY ASSURANCE TS, DEVICES, AND ACCESSORIES: LISTED AND
 LECOTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND
 LABELED AS DEFINED IN NFPA 70, ARTICLE 100, BY A TESTING AGENCY
 ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION HOR PREVENING BACKFLOW AND
 ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION HOR PREVENING BACKFLOW AND
 BACK SIPHONAGE.
 COMPLY WITH ASTM F 465, "GUIDE FOR SELECTION, DESIGN, AND
 INSTALLATION OF THERMOPLASTIC WATER PRESSURE PIPING SYSTEMS."
 COMPLY WITH NFPA 70: NATIONAL ELECTRICAL LOY OPERATED DEVICES.
 OCMPLY WITH NFPA 70: NATIONAL ELECTRICALLY OPERATED DEVICES.
 DELIVERY, STORAGE, AND HANDLING
 PREPARATION FOR TRANSPORT: PREPARE VALVES ACCORDING TO THE
 FOLLOWING:

 - PREFAUNTION FOLLOWING: 1. ENSURE THAT VALVES ARE DRY AND INTERNALLY PROTECTED AGAINST RUST AND CORROSION. 2. PROTECT VALVES AGAINST DAMAGE TO THREADED ENDS AND FLANGE

 - SET VALVES IN BEST POSITION FOR HANDLING. SET VALVES CLOSED 3. SET VALVES IN BEST POSITION FOR HANDLING. SET VALVES CLOSED TO PREVENT RATTLING. DURING STORAGE: USE PRECAUTIONS FOR VALVES ACCORDING TO THE

 - DURING STORAGE. USE PRECADIONS OF VALVES ACCOUNT TO THE FOLLOWING.
 DO NOT REMOVE END PROTECTORS UNLESS NECESSARY FOR INSPECTION, THEN, REINSTALL FOR STORAGE.
 PROTECT FROM WEATHER. STORE INDOORS AND MAINTAIN TEMPERATURE HIGHER THAN AMBIENT DEW-POINT TEMPERATURE. SUPPORT OFF GROUND OR PAVEMENT IN WATERTIGHT ENCLOSURES WHEN OUTDOOR STORAGE IS NECESSARY.
 DELIVER PIPING WITH FACTORY-APPLIED END CAPS. MAINTAIN END CAPS THROUGH SHIPPING, STORAGE, AND HANDLING TO PREVENT IPPE-END DAMAGE AND TO PREVENT ENTRANCE OF DIRT, DEBRIS, AND MOISTURE.
 PROTECT STORED PIPING FROM MOISTURE AND DIRT. ELEVATE ABOVE GRADE. DO NOT EXCEED STRUCTURAL CAPACITY OF FLOOR WHEN STORING INSIDE.
 - TECT FLANGES, FITTINGS, AND SPECIALTIES FROM MOISTURE AND
 - DIKI. STORE PLASTIC PIPING PROTECTED FROM DIRECT SUNLIGHT. SUPPORT TO PREVENT SAGGING AND BENDING. PROJECT CONDITIONS

 - PROJECT CONDITIONS PERFORM SITE INVESTIGATION, RESEARCH PUBLIC UTILITY RECORDS, AND VERIFY EXISTING UTILITY LOCATIONS. INVESTIGATE AND DETERMINE AVAILABLE WATER SUPPLY WATER PRESSURE AND FLOW CHARACCTERISTICS. SEQUENCING AND SCHEDULING MAINTAIN UNINTERRUPTED WATER SERVICE TO BUILDING DURING NORMAL WORKING HOURS. ARRANGE FOR TEMPORARY WATER SHUTOFF WITH ONNERP

 - WITH OWNER. COORDINATE LAWN SPRINKLER PIPING WITH WORK SPECIFIED IN DIVISION 2 SECTION "LANDSCAPING." COORDINATE LAWN SPRINKLER PIPING WITH UTILITY WORK.
- PART 2 PRODUCTS
- 2.1 MANUFACTURERS A. MANUFACTURERS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS
- MANUFACTURERS: SUBJECT TO COMPLANCE WITH REQUIREMENTS, MANUFACTURERS TO MATCH EXISTING EQUIPMENT MANUFACTURERS, SHOULD MULTIPLE MANUFACTURERS BE PRESENT MATCH TO MAJORIT CONTRACTOR TO USE LIKE EQUIPMENT ON ALL IRRIGATION HEADS. 1. BRONZE VALVES FOR ABOVEGROUND AND CONTROL-VALVE BOX INSTALLATION: 2. BVC VALVES FOR ABOVEGROUND AND CONTROL-VALVE BOX
- PVC VALVES FOR ABOVEGROUND AND CO INSTALLATION: PLASTIC, AUTOMATIC CONTROL VALVES: CONTROL-VALVE BOXES: QUICK COUPLERS:

- SPRINKLERS: WATER REGULATORS: MISCELLANEOUS SPECIALTIES: CONTROLLERS:
- 2.2 PIPING MATERIALS
- POLYETHYLENE TUBING ARE ACCEPTABLE FOR THIS PROJECT

B. PIPING IN CONTROL WALVE BOXES AND ABOVEGROUND MAY BE JOINED MPING IN CONTROL-VALVE BOXES AND ABOVEGROUND MAY BE WITH FLANGES INSTEAD OF JOINTS INDICATED. UNDERGROUND, MAIN LINE PIPING: USE THE FOLLOWING: 1. 4-INCH NPS (DN100) AND SMALLER: SCHEDULE 40 PVC PIPE,

- SCHEDULE 40 PVC SOCKET FITTINGS, AND SOLVENT-CEMENTED
- 4-INCH NPS (DN100) AND SMALLER: SCHEDULE 80 PVC PIPE.
- SCHEDULE 80 PVC SOCKET FITTINGS, AND SOLVENT-CEMENTED IOINTS

UNDERGROUND BRANCHES AND OFFSETS AT SPRINKLERS AND DEVICES:

Soliticate of pire, PC interacted print interacted prices and pric

AND SOLVENT-CEMENTED JOINTS.

ALVE APPLICATIONS SOVEGROUND. SHUTOF-DUTY VALVES: USE THE FOLLOWING: 2-INCH NPS (DN50) AND SMALLER: PLASTIC VALVE. 2-1/2-INCH NPS (DN55) AND LARGER: CAST-IRON, NONRISING-STEM GATE VALVE

GATE VALVE IDERGROUND, SHUTOFF-DUTY VALVES: USE THE FOLLOWING: 2-INCH NPS (DNS0) AND SMALLER: CURB STOP, WITH TEE HEAD, CURB-STOP SERVICE BOX, AND SHUTOFF ROOL IDERGROUND, MANUAI CONTROL VALVES: BRONZE GLOBE VALVE WITH

ONTROL-VALVE SERVICE BOX AND VALVE KEY. ONTROL VALVES: USE THE FOLLOWING: 2-INCH NPS (DN60) AND SMALLER: PLASTIC VALVE. 2-12- AND 3-INCH NPS (DN65 AND DN80): BRONZE DIAPHRAGM VALVE. 2-12- AND 3-INCH NPS (DN65 AND DN80): PLASTIC DIAPHRAGM VALVE. RAIN VALVES: USE THE FOLLOWING: 1/2- AND 3/4-INCH NPS (DN15 AND DN20): AUTOMATIC DRAIN VALVE. . 1/2- AND 3/4-INCH NPS (DN15 AND DN20): BRONZE, NONRISING-STEM CATE VALVE

GATE VALVE. I- TO 2-INCH NPS (DN25 TO DN50): BRONZE, NONRISING-STEM GATE

TRENCHING INSTALL DETECTABLE WARNING TAPE DIRECTLY ABOVE PRESSURE PIPING, 12 INCHES (300 MM) BELOW FINISHED GRADES, EXCEPT 6 INCHES (150 MM) BELOW SUBGRADE UNDER PAVEMENT AND SLABS. INSTALL PIPING AND WIRING IN SLEEVES UNDER SIDEWALKS, ROADWAYS, PARKING LOTS, AND RAILROADS. CONTRACTOR SHALL COORDINATE SLEEVE LOCATIONS WITH GENERAL CONTRACTORS. 1. INSTALL PIPING SUBEVES BY BORING OR JACKING UNDER EXISTING PAVING IF POSSIBLE.

PAVING IF POSSIBLE
 PAVING IF POSSIBLE
 ALL BLEVES SHALLE 23 SIZES LARGER THAN SINGLE PIPE OR COMBINATION OF PIPE AND WIRING RUNNING THROUGH SLEEVES.
 SLEEVES TO BE 4 NOH MINIMA
 4 INCH SLEEVES SHALL BE PVC SOHEDULE 40 PIPE.
 SLEEVES GREATER THAN 4 INCHES SHALL BE PVC CLASS PIPE. PROVIDE MINIMUM COVEN OVEN TO PO UNDERGINOUND PIPING ACCORDING TO THE FOLLOWING:
 PRESENDER PIPING: CREATER DETH OF MINIMUM OF 36 INCHES (914 MM) BELOW VERAGE LOCAL FROST DETH.
 CIRCUIT PIPING: 12 INCHES (300 MM).
 DRAIN PIPING: 12 INCHES (300 MM).
 SLEEVES 24 INCHES (600 MM).

SLEEVES: 24 INCHES (600 MM).
 PERFORM
 PERFORM ALL TRENCHING IS NOT SPECIFICALLY DESCRIBED IN OTHER
 SPECTORN ALL TRENCHING IS NOT SPECIFICALLY DESCRIBED IN OTHER
 SPECTONS OF THESE SPECIFICATIONS.
 MAKE ALL TRENCHES IN ACCORDANCE WITH OSHA REQUIREMENTS
 WITH SUFFICIENT WIDTH TO PROVIDE FREE WORKING SPACE AT BOTH
 SIDES OF THE TRENCH AND AROUND THE INSTALLED ITEM AS
 REQUIRED FOR GLUING, JOINING, BACKFILLING, AND COMPACTING
 WHLE MINURZING WIDTH OF TRENCHES.
 ORRECTION OF FALLY GRADES.
 WHERE TRENCH EXAVATION IS INADVERTENTLY CARRIED BELOW
 PROPER ELEVATIONS, BACKFILL WITH MATERIAL APPROVED BY THE
 CONTRACTING OFFICIER AND THEN COMPACT TO PROVIDE A FIRM AND
 UNYIELDING SUBGRADE TO THE APPROVAL OF THE CONTRACTING
 OFFICIER AT NO ADDITIONAL COST TO THE OWNER.
 RENCH BRACKING.

VENCH BRACING: PROPERLY SUPPORT ALL TRENCHES IN STRICT ACCORDANCE WITH ALL PERTINENT RULES AND REGULATIONS. BRACE: SHEET, AND SUPPORT TRENCH WALLS IN SUCH A MANNER THAT THEY WILL BE SAFE AND THAT THE GROUND ALONGSIDE THE EXCANATION WILL NOT SLUED OR SETTLE: AND THAT ALL EXISTING IMPROVEMENTS OF EVERY KIND WILL BE FULLY PROTECTED FROM DRAMAGE

IN THE EVENT OF DAMAGE TO SUCH IMPROVEMENTS, IMMEDIATELY

IN THE EVENT OF DAMAGE TO SUCH IMPROVEMENTS, IMMEDIATELY MAKE ALL REPAIRS AND REPLACEMENTS NECESSARY TO THE ACCEPTANCE OF THE LANDSCAPE ARCHITECT AT NO ADDITIONAL COST TO THE OWNER. ARRANGE ALL BRACING, SHEETING AND SHORING SO AS TO NOT PLACE STRESS ON ANY PORTION OF THE COMPLETED WORK UNTIL THE GENERAL CONSTRUCTION THEREOF HAS PROCEEDED FAR ENOUGH TO PROVIDE SUFFICIENT STRENGTH.

ENOUGH TO PROVIDE SUFFICIENT STRENGTH. 3 REMOVAL OF TRENCH BRACKING: 1. EXERCISE CARE IN THE DRAWING AND REMOVAL OF SHEETING, SHORING, BRACING, AND TIMBERING TO PREVENT COLLAPSE OR CAVING OF THE EXCAVATION FACES BEING SUPPORTED. (RADING AND STOCKPILING TRENCHED MATERIAL: 1. CONTROL THE STOCKPILING OF TRENCHED MATERIAL: 2. DO NOT OBSITUAT SURFACE DRAINAGE BUT PROVIDE MEANS WHEREBY STORM AND WASTE WATERS ARE DIVERTED INTO EXISTING GUTTERS, OTHER SURFACE DRAINS, OR TEMPORARY DRAINS. 3. METHODS:

GUTTERS, OTHER SURFACE DRAINS, OR TEMPORARY DRAINS. ETHODS: ALL TRENCH EXCAVATION SHALL BE MADE BY OPEN CUT. DURING EXCAVATION, MATERIAL SUITABLE FOR BACKFILING SHALL BE FILED IN AN ORDERLY MANNER A SUFFICIENT DISTANCE FROM THE BANKS OF TILE TRENCH TO AVOID OVERLOADING, AND TO PREVENT SLIDES OR CAVEINS. ALL MATERIAL NOT REQUIRED FOR BACKFILL OR NOT SUITABLE FOR BACKFILL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR. BANKS OF TRENCHES SHALL BE KEPT AS NEARLY VERTICAL AS POSSIBLE, AND SHALL BE PROPERLY SHEETED AND BRACED AS MAY BE NECESSARY TO PREVENT CAVING. TRENCH WIDTHS IN PAVED STREETS OR IN AREAS WHERE PROXIMITY TO OTHER STRUCTURES REQUIRE VERTICAL CUTS, SHALL NOT BE WIDER THAN IS REQUIRED FOR PROPER HANDLING, JOINTING AND BEDDING OF THE PIPE

BEDDING OF THE PIPE. THE BOTTOM OF THE TRENCHES SHALL BE ACCURATELY GRADED TO

LINE AND GRADE, AND PROVIDE UNIFORM BEARING AND SUPPORT FO

TERAL PIPING: USE THE FOLLOWING 2-INCH NPS (DN50) AND SMALLER: SCHEDULE 40 PVC PIPE, SCHEDULE 40 PVC SOCKET FITTINGS, AND SOLVENT-CEMENTED

CHEDULE 80 PVC PIPE, PVC THREADED FIT

CONTROL-VALVE SERVICE BOX AND VALVE KEY

JOINTS

VALVE APPLICATIONS

VALVE. 3.5 TRENCHING

34

A REFER TO PART 3 "PIPING APPLICATIONS" AND "VALVE APPLICATIONS"

METHODS, AND VALVE APPLICATIONS

PVC THREADED FITTINGS: ASTM D 2464.

ALVES AND VALVE SPECIALTIES

PVC SOCKET FITTINGS, SCHEDULE 40: ASTM D 2466. PVC SOCKET FITTINGS, SCHEDULE 40: ASTM D 2466.

PIPES AND TUBES

IONING MATERIALS

2.8 SPECIALTIES

2.2

ARTICLES FOR APPLICATION OF PIPE AND TUBE MATERIALS. JOINING

PIC PIPE: ASTM D 1785, PVC 1120 COMPOUND, SCHEDULES 40 AND 80

ONLY SOLVENT CEMENT RECOMMENDED BY PIPE MANUEACTURER MAY BE

CLOSED, WITH MANUAL FLOW ADJUSTMENT, AND OPERATED BY 24-V, AC CONSISTENT, AND OPERATED BY 24-V, AC CONSISTENT, AND OPERATED BY 24-V, AC

CORROSION-RESISTANT CONSTRUCTION AND DESIGNED TO OPEN FOR DRAINAGE IF LINE PRESSURE DROPS BELOW 2-1/2 TO 3 PSIG (17 TO

CONTROL-VALVE BOXES: PE, ABS, FIBERGLASS, POLYMER CONCRETE, OR PRECAST CONCRETE BOX AND COVER, WITH OPEN BOTTOM, OPENINGS

MATER REGULATORS: ASSE 1003, SINGLE-SEATED, DIRECT-OPERATED

WATER REGULATORS: ASSE 1003, SINGLE-SFATED, DIRECT-OPERATED, WATER-RESSURE REGULATORS, RATED FOR 150-PBG (1035-KPA-) MINIMUM, INITIAL-INLET WORKING PRESSURE, WITH SIZE, FLOW RATE, AND INLET AND OUTLET PRESSURES INDICATED. INCLOBE INTEGRAL FACTORY-INSTALLED OR SEPARATE FIELD-INSTALLED Y-PATTERN STRAINER THAT IS COMPATIBLE WITH UNIT FOR SIZE AND CAPACITY. 1. 2-INCH NPS (DN50) AND SMALLER: BRONZE BODY WITH THREADED ENDS.

2. 2-12/INCH HPS (DN65) AND LARGER: BRONZE OR CAST-IRON BODY WITH FLANGED ENDS.
 3. INTEROR COMPONENTS: CORROSION-RESISTANT MATERIALS.
 WATER HAMMER ARRESTERS: ASME A112.26.1M, ASSE 1010, OR PDI WH-201 WATER HAMMER ARRESTER: INCLUDE BELLOWS OR 3 PISTON-TYPE PRESSURIZED CUSHIONING CHAMBER AND SIZES COMPLIVING WITH ASME A112.26.1M AND PDI WH-201 SIZES A TO F.
 C. PRESSURE GAUGES: ASME B40.1 PRESSURE GAUGE. INCLUDE 4-1/2-INCH-(115-MM) DIAMETER DIAL, DIAL RANGE OR TWO TIMES SYSTEM OPERATING PRESSURE, GAUBOSTION OUTLET.
 D. APPLICATION PRESSURE REGULATORS: BRASS OR PLASTIC HOUSING, 3/4-INCH NFS (DN20), WITH CORROSION-RESISTANT INTERINAL PARTS, AND CAPABLE OF CONTROLLING OUTLET PRESSURE TO APPROXIMATELY 20 PSIG (138 KPA).

PSIG (138 R-74). STRAINER/ILTER UNITS: BRASS OR PLASTIC HOUSING, WITH CORROSION-RESISTANT INTERNAL PARTS, OF SIZE AND CAPACITY REQUIRED FOR DEVICES DOWNSTREAM FROM UNIT. DETECTABLE WARNING TAPE: DENSE METALLIC COATED, 3 INCH TAPE PRINI TED WITH 'CAUTION - WAILEN - BURIED' AI NEGULAR IN TERVALS. AUTOMATIC CONTROL SYSTEM INTERIOR CONTROL ENCLOSURES: NEMA 250, TYPE 12 DRIP-PROOF CONSTRUCTION WITH LOCKING COVER AND TWO MATCHING KEYS. 1. MATERIA: MOLDED PLASTIC. 2. MOUNTING: SURFACE TYPE FOR WALL MOUNTING. TRANSFORMER: INTERNAL; AND SUITABLE FOR CONVERTING 120-V, AC BUILDING POWER TO 24-V, AC POWER: CONTROLLER STATIONS FOR AUTOMATIC CONTROL VALVES: EACH STATION IS VARIABLE FROM APPROXIMATELY FIVE TO 60 MINUTES. INCLUDE SWITCH FOR MANUAL OR AUTOMATIC OPERATION OF EACH STATION

STATION. TIMING DEVICE: ADJUSTABLE, 24-HOUR, 14-DAY CLOCK WITH AUTOMATIC OPERATIONS TO SKIP OPERATION ANY DAY IN TIMER PERIOD; TO OPERATE EVERY OTHER DAY; OR TO OPERATE TWO OR MORE TIMES

NUAL OR SEMIAUTOMATIC OPERATION: ALLOW THIS MODE

DULT.
DALT.
I. MANUAL OR SEMIAUTOMATIC OPERATION. ALLOW THIS MODE WITHOUT DISTURBING PRESET AUTOMATIC OPERATION.
NICKEL-CADMIUN BATTERY AND TRICKLE CHARGER: AUTOMATICALLY POWER TIMING DEVICE DURING POWER OUTAGES.
WIRING: UL 493, TYPE UF, SOLID-COPPER-CONDUCTOR, INSULATED CABLE, SUITABLE FOR DIRECT BURIAL.
I. FEDER-CIRCUIT CABLES: NO. 12 AWG MINIMUM, BETWEEN BUILDING AND CONTROLLERS.
L. DW-VOLTAGE, BRANCH-CIRCUIT CABLES: NO. 14 AWG MINIMUM, BETWEEN CONTROLLERS AND AUTOMATIC CONTROL VALVES AND COLOR-CODED DIFFERENT THAN FEDER-CIRCUIT-CABLE JACKET COLOR AND WITH JACKETS OF DIFFERENT COLORS FOR MULTIPLE-CABLE INSULALATION IN SAME TRENCH.
SPLICING MATERIALS: PRESSURE-SENSITIVE, THERMOPLASTIC TAPE; WATERFRAOF SEALURG PACKETS; OR OTHER WATERPROOF CONNECTORS.

DENTIFICATION SOLID BLUE FILM WITH CONTINUOUSLY PRINTED BLACK-LETTER CAPTION, "CAUTION--WATER LINE BURIED BELOW," SOLID BLUE FILM WITH METALLIC CORE AND CONTINUOUSLY PRINTED BLACK-LETTER CAPTION, "CAUTION--WATER LINE BURIED BELOW."

1 MISCELLANEOUS A. ANY ADDITIONAL MATERIALS NOT SPECIFICALLY DESCRIBED BUT

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

REQUIRED FOR A COMPLETE AND PROPER IRRIGATION SYSTEM INSTALLATION, SHALL BE NEW, FIRST QUALITY OF THEIR RESPECTIVE KINDS, AND SUBJECT TO THE APPROVAL OF THE OWNER.

SURFACE CONDITIONS INSPECTION: INSPECTION: INSTALLED WORK OF THIS SECTION, CAREFULLY INSPECT THE INSTALLED WORK OF ALL OTHER TRADES AND VERIFY THAT ALL SUCH WORK IS COMPLETE TO THE POINT WHERE THIS INSTALLATION MAY PROPERLY COMMENCE 2. VERIFY THAT IRRIGATION SYSTEM MAY BE INSTALLED IN STRICT ACCORDANCE WITH ALL PERTINENT CODES AND REGULATIONS, THE ORIGINAL DESIGN, THE REFERENCED STANDARDS, AND THE MANUFACTURER'S RECOMMENDATIONS. DISCREPANCIES:

DISCREPANCIES: 1. IN THE EVENT OF DISCREPANCY, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT. 2. DO NOT PROCEED WITH INSTALLATION IN AREAS OF DISCREPANCY UNITLALL SUCH DISCREPANCIES HAVE BEEN FULLY RESOLVED.

UNITIALS SUCH DISCREPARCIES HAVE BEEN FULLT RESOLVED. 3.2 PREPARATION A. SET STAKES TO IDENTIFY PROPOSED LAWN SPRINKLER LOCATIONS. 3.3 PIPING APPLICATIONS A. INSTALL COMPONENTS HAVING PRESSURE RATING EQUAL TO OR GREATER THAN SYSTEM OPERATING PRESSURE.

2SIG (138 KPA). STRAINER/FILTER UNITS: BRASS OR PLASTIC HOUSING WITH

2. 2-1/2-INCH NPS (DN65) AND LARGER: BRONZE OR CAST-IRON BODY

PRECASI CONCRETE BOX AND COVER, WITH OPEN BOTTOM, OPENINGS FOR PIPING, AND DESIGNED FOR INSTALLING FLUSH WITH GRADE. INCLUDE SIZE AS REQUIRED FOR VALVES AND SERVICE. 1. DRAINAGE BACKFILL: CLEANED GRAVEL OR CRUSHED STONE, GRADED B. EFONS I NCHES (75 MM) MAXIMUM TO 3/4 INCH (19 MM) MINIMUM.

SOLENOID. AUTOMATIC DRAIN VALVES: SPRING-LOADED, BALL VALVE OF

OUICK-COUPLERS: FACTORY-FABRICATED, BRONZE OR BRASS QUICK-COUPLERS: FACTORY-FABRICATED, BRONZE OR BRASS, TWO-PIECE ASSEMBLY. INCLUDE COUPLER WATER-SEAL VALVE; REMOVABLE UPPER BODY WITH SPRING-LOADED OR WEIGHTED, RUBBER-COVERED CAP; HOSE SWIVEL WITH ASME B1.20.7, 3/4-11.5NH

HREADS FOR GARDEN HOSE ON OUTLET: AND OPERATING KEY

		EACH SECTION OF THE PIPE ON UNDISTUREED SOIL, AT EVERY POINT ALONG ITS ENTIRE LENGTH. DEPRESSIONS FOR JOINTS SHALL BE DUG AFTER THE TRENCH BOTTOM HAS BEEN GRADED, AND SHALL BE ONLY OF SUCH LENGTH, DEPTH AND WIDTH AS REGUIRED FOR PROPERLY MAKING THE PARTICULAR TYPE JOINT. CARE SHALL BE TAKEN NOT TO	В.	PATROLS, ETC., TO PREVENT INJURY TO WORKMEN OR OTHERS DUE TO OPEN TRENCHES. CLOSE TRENCHES AS SOON AS POSSIBLE. FLUSHING: 1. BEFORE BACKFILLING THE MAINLINE, AND WITH ALL CONTROL VALVES IN PLACE, BUT BEFORE LATERAL PUPES ARE CONNECTED,
	4.	EXCAVATE BELOW THE DEPTHS INDICATED.	C.	COMPLETELY FLUSH AND TEST THE MAIN LINE AND REPAIR ALL LEAKS; FLUSH OUT EACH SECTION OF LATERAL PIPE BEFORE SPRINKLER HEADS ARE ATTACHED. TESTING: 1. MAKE ALL NECESSARY PROVISIONS FOR THOROUGHLY BLEEDING THE
	. IN	ACKFILL ISPECTION:		LINE FOR AIR AND DEBRIS. 2. BEFORE TESTING, FILL THE LINE WITH WATER FOR A PERIOD OF AT
S: D	1.	THE TRENCHING SHALL NOT BE BACKFILLED UNTIL INSPECTION HAS BEEN COMPLETED AND THE PIPE INSTALLATION, INCLUDING THE GRADE, ALIGNMENT AND JOINTING HAS BEEN FOUND TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS.		LEAST 24 HOURS. 3. AFTER VALVES HAVE BEEN INSTALLED, TEST ALL LIVE WATER LINES FOR LEAKS AT A PRESSURE OF 125 PSI FOR A PERIOD OF FOUR (1) HOURS, WITH ALL COUPLINGS EXPOSED AND WITH ALL PIPE SECTIONS CENTER-LOADED. MAKE TEST WITH OWNER'S REPRESENTATIVE
		ROUND AND OVER PIPE: SELECT BACKFILL MATERIAL CONSISTING OF SAND, FINE GRAVEL OR SELECT EARTH, FREE OF LARGE LUMPS OR ROCKS LARGER THAN 1/2 INCH SHALL BE USED IN BACKFILLING AROUND AND OVER THE		PRESENT. 4. FURNISH ALL NECESSARY TESTING EQUIPMENT AND PERSONNEL. 5. CORRECT ALL LEAKS AND RETEST UNTIL ACCEPTED BY THE LANDSCAPE ARCHITECT.
	2.	INSTALLED PIPE. THE SELECTED MATERIAL SHALL BE OBTAINED FROM THE EXCAVATION MATERIAL REMOVED FROM THE TRENCH AND SHALL BE PROCESSED BY SCREENING, SIFTING, OR SELECTIVE SORTING, SO AST OP RODUCE THE TYPE OF BACKFILL HEREIN SPECIFIED. THE CONTRACTOR WILL	D.	FINAL INSPECTION: 1. THOROUGHLY CLEAN, ADJUST, AND BALANCE ALL SYSTEMS. 2. DEMONSTRATE THE ENTIRE SYSTEM TO THE LANDSCAPE ARCHITECT. PROVING THAT ALL REMOTE CONTROL VALVES ARE PROPERLY BALANCED. THAT ALL HEADS ARE PROPERLY ADJUSTED FOR RADIUS
', 3,	З.	THE THE OF DAVIS HE REVENUE AND SECURED THE CONTRACTOR WILL PROVIDE AN ACCEPTABLE IMPORTED MATERIAL AS REQUIRED TO MEET REQUIREMENTS. THIS BACKFILL MATERIAL SHALL BE CAREFULLY DEPOSITED AROUND AND OVER THE PIPE IN LAYERS NOT MORE THAN 6 INCH THICK, LOOSE		AND ARC OF COVERAGE, AND THAT THE INSTALLED SYSTEM IS WORKABLE, CLEAN, AND EFFICIENT.
		MEASUREMENT. UNLESS OTHERWISE PERMITTED BY THE LANDSCAPE ARCHITECT, WETTED TO OPTIMUM MOISTURE CONTENT AND UNIFORMLY COMPACTED TO AT LEAST 85 PERCENT OF THE MAXIMUM DENSITY OBTAINABLE AT OPTIMUM MOISTURE CONTENT AS		RECORD ACCURATELY ON A REPRODUCIBLE PRINT THE SITE PLAN AND ALL INSTALLED WORK INCLUDING BOTH PRESSURE AND NON-PRESSURE LINES. UPON COMPLETION OF EACH INCREMENT OF WORK, TRANSFER ALL
с тн	. Ri 1,	DETERMINED BY ASTM D688 (LATEST REVISION), UNTIL THE PIPE HAS A COVER DEPTH OF AT LEAST ONE (1) FOOT. EMAINDER OF TRENCH BACKFILL: THE REMAINING DEPTH OF THE TRENCH SHALL BE RACKFILLED WITH EXCAVATION MATERIAL REMOVED FROM THE TRENCH, WHICH SHALL		AND ALL INSTALLED WORK INCLUDING BOTH PRESSURE AND NON-PRESSURE LINES. 2. UPON COMPLETION OF EACH INCREMENT OF WORK, TRANSFER ALL SUCH INFORMATION AND DIMENSIONS TO THE PRINTS. THE DIMENSIONS SHALL BE RECORDED IN A LEGIBLE AND WORKMANLIKE MANNER. MAKE ALL NOTES ON AS-BUILT IN PENCIL. (NO BALL-POINT PEN) 3. DIMENSION FROM TWO PERMANENT POINTS OF REFERENCE (BUILDINGS, MONUMENTS, SIDEWALKS, CURBS, PAVEMENT, ETC.). LOCATIONS SHOUN ON AS-BUILT DRAWINGS SHALL BE KEPT DAY TO DAY AS THE PROJECT IS REING INSTALLED. ALL DIMENSIONS NOTED
E. E.	2.	BE WETTED OR DRIED TO NEAR OPTIMUM MOISTURE CONTENT. INCLUSION OF A LIMITED AMOUNT OF STONES AND ROCKS WILL BE PERMITTED. STONES AND ROCKS SHALL IN NO CASE BE LARGER THAN FIFTY (50) POUNDS, AND THEY SHALL BE PLACED SO THAT EACH PIECE		BUILDINGS, MONUMENTS, SIDEWALKS, CURBS, PAVEMENT, ETC.). LOCATIONS SHOWN ON AS-BUILT DRAWINGS SHALL BE KEPT DAY TO DAY AS THE PROJECT IS BEING INSTALLED. ALL DIMENSIONS NOTED ON DRAWINGS SHALL BE 1/8 INCH IN SIZE (MINIMUM).
	~	IS COMPLETELY SURROUNDED WITH MATERIAL COMPACTED TO THE DENSITY HERINAFTER SPECIFIED. THE SIZE AND AMOUNT OF ROCKS USED IN BACKFILL SHALL BE SUCH THAT THEY WILL NOT INTERFERE WITH PROPER COMPACTION. THIS MATERIAL SHALL BE CAREFULLY DEPOSITED IN LAYERS OF A		4. SHOW LOCATIONS AND DEPTHS OF THE FOLLOWING ITEMS: a. POINT OF CONNECTION b. ROUTING OF SPRINKLER MAIN LINES (DIMENSION MAXIMUM 100 FEET ALONG ROUTING)
s	з.	THIS MATERIAL STALL BE CAREFOLLT DEPOILED IN LATERS OF A THICKNESS SUITABLE TO THE COUPMENT SLECTED BY THE CONTRACTOR FOR PROPER COMPACTION AND COMPACTED TO AT LEAST 85 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM DE08 (LATEST REVISIONS). THE METHOD OF COMPACTION		C. SPRINKLER CONTROL VALVES d. QUICK COUPLING VALVES e. ROUTING OF CONTROL WIRES f. GATE VALVES g. OTHER RELATED EQUIPMENT
ſS,	4.	SELECTED BY THE CONTRACTOR SHALL NOT CAUSE DAMAGE OF ANY NATURE TO THE INSTALLED PIPE. WATER PUDUING OF THE UPPER PORTION OF THE TRENCH BACKFILLING MAY BE USED IF THE SPECIFIED DENSITY CAN BE DATABET OF THE SPECIFIED DENSITY CAN BE		1. GATE VALVES
	5.	OBTAINED AND THE BACKFILL MATERIAL IS SUITABLE FOR THIS TYPE OF TRENCH COMPACTION. INSTALL WARNING TAPE DIRECTLY ABOVE MAIN LINE PIPING, 12 INCHES BELOW FINISH GRADES EXCEPT BELOW SUBGRADE UNDER PAVEMENTS AND SLABS.	в.	7. COPIES OF AS-BUILT DRAWINGS SHALL ACCOMPANY ALL PERIODIC PAYMENT REQUESTS. PAY REQUESTS SUBMITTED WITHOUT AS-BUILT DRAWINGS WHILE IRRIGATION SYSTEM IS UNDER CONSTRUCTION WILL NOT BE PROCESSED.
	. LI	PING INSTALLATION NE CLEARANCE: ALL LINES SHALL HAVE A MINIMUM CLEARANCE OF 4 INCHES FROM EACH OTHER, AND 6 INCHES FROM LINES OF OTHER TRADES, EXCEPT		AS-BUILT DRAWINGS MUST BE APPROVED BY THE CONTRACTING OFFICER BEFORE CHARTS ARE PREPARED. PROVIDE CONTROLLER CHART SHALL BE OF THE
в		THROUGH PIPE SLEEVES. PARALLEL LINES SHALL NOT BE INSTALLED DIRECTLY OVER ONE ANOTHER. SPECTION OF PIPE AND FITTINGS: CAREFULLY INSPECT ALL PIPE AND FITTINGS BEFORE INSTALLATION, REMOVING ALL DIRT, SCALE, AND BURNS AND REAM AS REQUIRED;		MAXIMUM SIZE THE CONTROLLER DOOR WILL ALLOW. 3. THE CHART IS TO BE A REDUCED DRAWING OF THE ACTUAL AS-BUILT SYSTEM. THE CHART SHALL BE A PHOTO POSITIVE WITH DIFFERENT COLORED SHADING USED TO SHOW AREA OF COVERAGE FOR EACH STATION. WHEN COMPLETED AND APROVED, THE CHART SHALL BE LAMINATED. THE CHART SHALL BE MOUNTED IN THE CONTROLLER
ER C	. Pl	INSTALL ALL PIPE WITH MARKINGS UP FOR VISUAL INSPECTION AND VERIFICATION. _ASTIC PIPE PLASTIC PIPE SHALL BE INSTALLED IN A MANNER SO AS TO PROVIDE		USING VELCRO OR EQUAL TYPE OF SEMI-PERMANENT FASTENING DEVICE. 4. THESE CHARTS MUST BE COMPLETED AND APPROVED PRIOR TO FINAL ACCEPTANCE OF THE IRRIGATION SYSTEM BY THE OWNER.
гн		FOR EXPANSION AND CONTRACTION AS RECOMMENDED BY THE MANUFACTURER. ALL PLASTIC JOINTS SHALL BE SOLVENT-WELD JOINTS OR SLIP SEAL GASKETED JOINTS. ONLY THE SOLVENT CEMENT RECOMMENDED BY	C.	OPERATION AND MAINTENANCE: 1. PREPARE AND DELIVER TO THE CONTRACTING OFFICER WITHIN TEN CALENDAR DAYS PRIOR TO COMPLETION OF CONSTRUCTION, ALL REQUIRED AND NECESSARY DESCRIPTIVE MATERIAL IN COMPLETE
١D		THE IPIE MANUFACTURER SHALL BE USED. ALL PLASTIC PIPE AND FITTINGS SHALL BE INSTALLED AS OUTLINED AND INSTRUCTED BY THE PIPE MANUFACTURER AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE PIPE MANUFACTUREE FOR ANY FEED A SERVICE THAT MAY BE		DETAIL AND SUFFICIENT QUANTITY, PROPERLY PREPARED IN FOUR (4) INDIVIDUALLY BOUND COPIES OF THE OPERATIONS AND MAINTENANCE MANUAL. THE MANUAL SHALL DESCRIBE THE MATERIAL INSTALLED AND SHALL BE IN SUFFICIENT DETAIL TO PERMIT OPERATING PERSONNEL TO UNDERSTAND, OPERATE AND
	3.	MANUFACTURER FOR ANY FIELD ASSISTANCE THAT MAY BE NECESSARY. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE CORRECT INSTALLATION. ALL PLASTIC TO METAL JOINTS SHALL BE MADE WITH PLASTIC MALE ADAPTERS.		MAINTAIN ALL EQUIPMENT. SPARE PARTS LISTS AND RELATED MANUFACTURER INFORMATION SHALL BE INCLUDED FOR EACH EQUIPMENT ITEM INSTALLED. EACH COMPLETE, BOUND MANUAL SHALL NCLUDE THE FOLLOWING INFORMATION:
3.8		THE SOLVENT-WELD JOINTS SHALL BE ALLOWED TO SET AT LEAST 24 HOURS BEFORE PRESSURE IS APPLIED TO THE SYSTEM ON PVC PIPE. ALVE INSTALLATION		a. INDEX SHEET STATING CONTRACTOR'S ADDRESS AND TELEPHONE NUMBER, DURATION OF GUARANTEE PERIOD, LIST OF EQUIPMENT WITH NAMES AND ADDRESSES OF LOCAL MANUFACTURER REPRESENTATIVES.
	W 1. . UI	NDERGROUND GATE VALVES: INSTALL IN VALVE BOX WITH TOP FLUSH ITH GRADE. INSTALL VALVES AND PVC PIPE WITH RESTRAINED, GASKETED JOINTS. NDERGROUND CURR STOPS: INSTALL IN SERVICE BOX WITH TOP FLUSH ITH GRADE.		 complete operating and maintenance instructions on all Equipment. IN ADDITION TO THE ABOVE MAINTENANCE MANUALS, DEMONSTRATE TO OWNER'S MAINTENANCE PERSONNEL OPERATION OF EQUIPMENT, SPRINKLERS, SPECIALITES, AND ACCESSORIES. REVIEW
C D E	. UI CI . CI	NDERGROUND, MANUAL CONTROL VALVES: INSTALL IN MANUAL, ONTROL-VALVE SERVICE BOX. ONTROL VALVES: INSTALL IN CONTROL-VALVE SERVICE BOX. RAIN VALVES: INSTALL IN CONTROL-VALVE BOX.		MAINTENANCE INFORMATION. PROVIDE WRITTEN EVIDENCE TO THE OWNER AT THE CONCLUSION OF THE PROJECT THAT THIS SERVICE HAS BEEN RENDERED. 3. PROVIDE SEVEN DATS ADVANCE WRITTEN NOTICE OF
3.9 A	IN	ISTALLATION OF EQUIPMENT ENERAL: ALL FITTINGS, VALVES, ETC. SHALL BE CAREFULLY PLACED IN THE TRENCHES PER DETAILS.		DEMONSTRATION. SPARE PARTS AND TOOLS DELIVERABLES: 1. ALL DELIVERABLE SPARE PARTS. TOOLS AND EQUIPMENT SHALL BE TURNED OVER TO THE OWNER'S BERRESENTATIVE AT THE
	. C	WEATHERPROOF MATERIAL, BOTH AT THE CONTROLLER AND AT THE VALVE. THE INSIDE COVER OF ALL AUTOMATIC VALVE BOXES SHALL ALSO HAVE THE STATION NUMBER CLEARLY PAINTED IN WHITE. ONTROLLERS:		TURNED OVER TO THE OWNER'S REPRESENTATIVE AT THE CONCLUSION OF THE PROJECT. BEFORE FINAL INSPECTION CAN OCCUR, EVIDENCE THAT THE OWNER'S REPRESENTATIVE HAS RECEIVED ALL SPECIFIED MATERIALS MUST BE SHOWN TO THE OWNER.
G	1. 2. 3.	INSTALLATION, PROVIDE A 5/8 INCH X 8 FOOT COPPER CLAD GROUNDING ROD AND #10 BARE COPPER WIRE WITH ACORN CLAMP AT CONTROLLER.		GUARANTEE PERIOD GUARANTEE: SATISFACTORY SERVICE FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE BY THE OWNER. CHecked on: 28-Mar-2 Revisions:
E	3. 4.	EXCEED 5 OHMS. INSTALL CONTROL WIRING IN SAME TRENCH WITH PIPING. INSTALL WIRING WITH LOOPS AT CONTROL VALVES AND CONTROLLERS, AT INTERVALS NOT GREATER THAN 100 FEET (30 M), AND CHANGES IN		SHOULD ANY TROUBLE DEVELOP WITHIN THE TIME SPECIFIED ABOVE DUE TO INFERIOR OR FAULTY MATERIALS OR WORKMANSI IIP, TI IE TROUBLE SHALL BE CORRECTED AT NO EXPENSE TO THE OWNER. ANY AND ALL DAMAGES RESULTING FROM FAULTY MATERIALS OR
3.1 Y A	0 FI . CI 1.		В.	WORKMANSHIP SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER. 4. REPAIR AND CORRECT ANY SETTLING OF TRENCHES. SERVICES: 1. GUARANTEE PERIOD SERVICES INCLUDE.
) OR		COVERED UP OR ENCLOSED UNTIL IT HAS BEEN INSPECTED, TESTED, AND ACCEPTED BY THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL TAKE ALL SAFETY PRECAUTIONS DEEMED REASONABLY	END	a. FALL WINTERIZATION AND BLOWOUT. b. SPRING RECHARGE, START-UP AND ADJUSTMENT. c. FINAL ADJUSTMENT AT THE END OF THE GUARANTEE PERIOD. OF SECTION 02812
				Sheet:

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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 <u>erd.dli.mt.gov/labor-standards</u> 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 <u>erd.dli.mt.gov/labor-standards</u> 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 <u>erd.dli.mt.gov/labor-standards</u> or contact the department at (406) 444-6543.

LAURIE ESAU Commissioner Department of Labor and Industry State of Montana

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

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 \$34.12 **Benefit** \$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

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BRICK, BLOCK, AND STONE MASONS

Wage \$35.95	Benefit \$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
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CARPENTERS

Wage	Benefit	Zone Pay:
\$32.75	\$13.82	0-30 mi. free zone
		>30-60 mi. base pay + \$4.00/hr.
		>60 mi. base pay + \$6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	
\$22.85	

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.

Benefit

\$12.85

Zone Pay: 0-30 mi. free zone >30-60 mi. base pay + \$2.95/hr. >60 mi. base pay + \$4.75/hr.

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.

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

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Zone Pay:

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

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

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.

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Zone Pay:

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Benefit

\$13.65

Benefit

\$13.65

Wage \$30.75

This group includes but is not limited to:

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

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage \$31.75

This group includes but is not limited to: Cranes, 45 tons up to and incl. 74 tons.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	
\$32.75	

Benefit \$13.65

This group includes but is not limited to:

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

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

Zone Pay:

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

CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Benefit Wage \$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.

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Zone Pay: 0-30 mi. free zone

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

CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wag	je B	enefit	Zone Pay:
\$23.08 \$	11.77	0-30 mi. free zone	
			>30-60 mi. base pay + \$3.05/hr.
			>60 mi. base pay + \$4.85/hr.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$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.

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Zone Pay:

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

CONSTRUCTION LABORERS GROUP 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.

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CONSTRUCTION LABORERS GROUP 4

Wage \$26.76

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

Benefit

\$11.77

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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 Enclosures0-25 ft.free zone>25-300 ft.\$1.00 per ft.

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Zone Pay:

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

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.

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 \$43.98

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.

Benefit \$17.84

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ELECTRICIANS

 Wage \$35.59
 Benefit \$16.39
 Travel: No mileage due when traveling in employer's vehicle.

 The following travel allowance is applicable when traveling in employee'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

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

<mark>Wage *</mark> \$39.97



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.

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Zone Pay:

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

IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS

Wage \$29.38 **Benefit** \$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:

Travel:

No Free Zone \$60.00/day

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.

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LINE CONSTRUCTION - EQUIPMENT OPERATORS

Wage	
\$36.00	

Benefit \$16.92

Benefit

\$18.03

Duties Include: All work on substations

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LINE CONSTRUCTION - GROUNDMAN

Wage	Benefit	Travel:
\$29.09	\$16.09	No Free Zone
		\$60.00/day

Duties Include: All work on substations

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LINE CONSTRUCTION - LINEMAN

Wage \$48.65

.

Duties Include: All work on substations

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Travel: No Free Zone \$60.00/day

MILLWRIGHTS

	Wage \$39.68	Benefit \$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 \$25.00	Benefit \$0.00	Travel: No travel or per diem established.
↑ Back to Table of (Contents		
PILE BUCKS			
	Wage \$32.75	Benefit \$13.82	Zone Pay: 0-30 mi. free zone >30-60 mi. base pay + \$4.00/hr.
Duties Include: Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.			>60 mi. base pay + \$6.00/hr.
† Back to Table of Contents			
PLUMBERS, PIPEFITTERS, AND STEAMFITTERS			
	Wage \$39.98	Benefit \$20.26	Travel: 0-70 free zone >70 mi.
Duties Include: Assemble, install, alter, and repair pipe-lines or pipe		air pipe-lines or pipe	 On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide

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 retrocommissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

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On jobs when employees work any number of consecutive days: \$105.00/day.

transportation. Not to exceed two trips.

SPRINKLER FITTERS

Wage \$35.66

Benefit \$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.

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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

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.

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Zone Pay: All Districts

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

Special Provision:

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



CERTIFICATE OF LIABILITY INSURANCE

VALLLAN-01

DATE (MM/DD/YYYY)					
7/11/2022					

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C B	ERT ELC	CERTIFICATE IS ISSUED AS A IFICATE DOES NOT AFFIRMAT W. THIS CERTIFICATE OF INS ESENTATIVE OR PRODUCER, AI	IVEL SUR/	Y OI	R NEGATIVELY AMEND, E DOES NOT CONSTITU	EXTE	ND OR ALT	ER THE CO	OVERAGE AFFO	ORDED I	BY TH	E POLICIES
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Mis Pay	neW	R a Office est Insurance, a Marsh McLennar ¢ 4386	n Ag	ency	LLC Company	CONTA NAME: PHONE (A/C, No E-MAIL ADDRE	o, Ext): (406) 7	721-1000		FAX (A/C, No):(406) 7	721-9230
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		Missoula, MT 59806				INSURE	ER E :					
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									PERSONAL & ADV I	NJURY	\$	1,000,000
	GEI	VL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG	ATE	\$	2,000,000
		POLICY X PRO- JECT X LOC							PRODUCTS - COMF	/OP AGG	\$ \$	2,000,000
Α	AU	OMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	1,000,000
	Χ	ANY AUTO			EBA 0070211	3/28/2022	3/28/2023	BODILY INJURY (Pe	r person)	\$		
		AUTOS ONLY						BODILY INJURY (Pe		\$		
		HIRED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAG (Per accident)	E	\$		
											\$	
A	X	UMBRELLA LIAB X OCCUR							EACH OCCURRENC	E	\$	3,000,000
		EXCESS LIAB CLAIMS-MADE			EPP 0070211		3/28/2022	3/28/2023	AGGREGATE		\$	3,000,000
		DED RETENTION \$ 0									\$	
B		RERS COMPENSATION EMPLOYERS' LIABILITY							X PER STATUTE	OTH- ER		
		PROPRIETOR/PARTNER/EXECUTIVE	UTIVE Y/N 031069438 7/1/2022		7/1/2022	7/1/2023	E.L. EACH ACCIDEN	л	\$	1,000,000		
	(Mai	idatory in NH)							E.L. DISEASE - EA E	MPLOYEE	\$	1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$	1,000,000
RE:	Red	ION OF OPERATIONS / LOCATIONS / VEHIC ern Park Liability - GA233 Additional Insured				ile, may k	e attached if mor	e space is requi	red)			
CE	RTIF	ICATE HOLDER				CAN	CELLATION					

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
	Ham SMY

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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:

Coverage:

Begins on Page:

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4.	Supplementary Payments
5.	Medical Payments
6.	180 Day Coverage For Newly Formed Or Acquired Organizations
7.	Waiver Of Subrogation
8.	Automatic Additional Insured - Specified Relationships:
0.	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
10	Employees As Insureds - Specified Health Care Services And Good Samaritan
10.	Employees As insureus - Specified Health Care Services And Good Samantan
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15	Former Employees As Insureds 15
	Voluntary Property Damage Coverage And Care, Custody Or Control Liability
10.	
	Coverage
	Broadened Contractual Liability - Work Within 50' Of Railroad Property
18.	Alienated Premises

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:\$10,000Deductible 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 (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody Control	Or			\$
	\$			

- 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:
 - The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
 - 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";

- 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.

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(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;
- 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:

- The Limits of Insurance shown in Section B. Limits Of Insurance,
 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:
 - Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 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 notification 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
 - 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.
 - If a claim is made or "suit" is brought against any insured, you must:
 - 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 contribution 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 "employee" than an 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:
 - "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;
- 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:
 - 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:
 - 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:
 - "Bodily injury" or 1) "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;
 - Any express warranty unauthorized by you;
 - 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 relabeled 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
 - Such inspecb) tions, 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:
 - From whom you have acquired such products, or any ingredient, part

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

- 2) When liability included within the "productscompleted 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:
 - 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 - Bodi-Iy 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 **I. 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 coverage 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 "occur-rence".

- (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