



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 **Great Western Installations, Inc** located at **975 S State Hwy 89, Logan UT 84321**, hereinafter referred to as “Contractor.”

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

1. **Purpose:** City agrees to hire Contractor as an independent contractor to supply and install playground at Redfern Park (4800 Chesapeake Way, 59808) described in the proposal attached hereto as Exhibit A, and by this reference made a part hereof (hereinafter referred to as the “Work”).

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

3. **Scope of Work:** Contractor will perform the Work in accordance with the specifications and requirements of the Proposal attached hereto as Exhibit A.

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

4. **Payment:** City agrees to pay Contractor **NINETY-SIX THOUSAND TWENTY THREE DOLLARS AND NINETY FIVE CENTS (\$96,023.95)** for the Work. Contractor may request monthly progress payments as follows:

a. After the commencement of the Work, the Contractor may request monthly progress payments by submitting an invoice for payment to the City during each successive calendar month, with a copy to the project’s architect, engineer, or project manager as applicable. The invoice must be based upon the actual or estimated percentage of work completed and materials supplied for the Work prior to the date of the invoice and shall be filled out and signed by the Contractor. Contractor shall attach all supporting documentation to the invoice, including certified payroll records and receipts, to verify that the work claimed in the invoice has been completed. Only one invoice for payment may be submitted within a calendar month.

b. Beginning with the second invoice for payment, each invoice shall also

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

c. City and its architect, engineer, or project manager shall promptly review all invoice for payment and, within thirty days after receipt of each invoice, determine whether a progress payment should be disapproved in whole or in part. An invoice for payment is considered to have been received when it is submitted to City's Representative and is considered approved unless prior to the expiration of the 30-day period the City or its agent provides the Contractor with a written statement containing specific items that are being disapproved.

A progress payment or any portion may be disapproved upon a claim of: (1) unsatisfactory job progress; (2) failure to remedy defective construction work or materials; (3) disputed work or materials; (4) failure to comply with material provisions of this Agreement, drawings, plans, specifications for the Work, or other required documents, including but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; (5) failure of Contractor to make timely payment for claims including, but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; (6) damages to the City; (7) the existence of reasonable evidence that the Agreement cannot be completed for the unpaid balance of the Agreement's Payment; and (8) Contractor's non-compliance with applicable federal, state, and local laws, rules, and ordinances.

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

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

6. Retainage: City shall retain five percent (5%) of the total amount of compensation to be paid to the Contractor to ensure compliance with the terms and conditions of this Agreement

City Small Construction Agreement – Doug Smith Redfern Park Playground Infrastructure 2023

and the timely completion of the project and any and all “punch list” items (“Retainage Amount”). At all times the City will retain no less than One Thousand Dollars (\$1,000) until termination of this Agreement. The Retainage Amount shall be paid to Contractor upon the City’s final approval of the project and agreement that all work required to be performed on the project is complete and satisfactory to the City. This provision does not prevent the Contractor from seeking withdrawals of the Retainage Amount in excess of One Thousand Dollars (\$1,000), pursuant to the requirements of §18-1-301, MCA.

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

8. Independent Contractor Status: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

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

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

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

10. Insurance: Before commencing the Work, the Contractor shall submit written evidence to the City that Contractor and all Subcontractors have obtained for the period of the Contract, full Comprehensive General Liability Insurance coverage. This coverage shall provide for both bodily injury and property damage. The Comprehensive General Liability Insurance must include the City as an Additional Named Insured. Contractor shall provide the City with proof of

Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

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

11. Warranty: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of 2 years for Work within the ROW and for a period of 1 year for all materials and equipment furnished and work performed within Redfern Park from the date of written acceptance of the Work unless specified otherwise.

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

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

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

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

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, disability, religion, creed, national origin, sexual orientation, gender identity or expression, age, marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

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

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

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

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

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

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

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

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

CITY OF MISSOULA

CONTRACTOR (Type Name Above)

By _____

Gwen Jones, Acting Mayor

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

ATTEST:

Jim Nugent, City Attorney

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

Proposal for

City of Missoula

Prepared by



08-23-2022
Job # 107139-01

Redfern Park Playground Replacement Option 1A



Great Western Installations Project Team



Tyler Kyriopoulos

Sales Representative/Owner

Tyler has been with Great Western Recreation since 1997, first as an installer and later as a Sales Representative and principal owner. This career path has made Tyler an expert at the construction level, as well as the design level, for playground projects. He has become one of the nation's leading representatives for both Game Time, as well as Great Western Recreation. He coordinates hundreds of park and playground projects over the course of his career and demonstrates the ability to coordinate large and small projects quickly and efficiently. Tyler recently completed two All-Inclusive Play Spaces in similar size and scope at Canyon Country Park for the City of Santa Clarita and at Joy Playground for the City of Atascadero.



Lewis Painter

Design Lead/Owner

Lewis has been with Great Western Recreation since 1998, first as an installer and later as a Sales Representative and principal owner. This career path has made Lewis an expert at the construction level as well as the design level for playground projects. He, over the course of his career, has become an expert CAD designer winning a Gametime nationally sponsored contest for excellence in Playground Design and his designs have become a standard offering for Gametime. He is known for his creativity, creating new custom play equipment not only for his own projects, but everyone else's as well.



Sarauna Openshaw – Sales
Administrator

Sarauna started at Great Western Recreation in 2016 as a Project Coordinator. She served as Rendering and Lumion specialist and order entry backup for 3 years before moving to Sales Administrator. She brings with her experience in project and office **management as well as accounting. Sarauna has been trained on GameTime's** specialty CAD program, Lumion, Sketchup, 3DS Max, and Premier Pro as well as CRM for quoting and ordering. She has designed or assisted in the design of many park and playground projects



Taggart Castleton Sales Representative

Taggart started his career with Great Western Recreation in 2007, first as a CAD designer and later as a Sales Representative. This career path has made Taggart an expert at the design level for playground and park projects. He has helped coordinate hundreds of park and playground projects over the course of his career and has demonstrated the ability to coordinate large and small projects quickly and efficiently. Taggart has a bachelor's degree from Boise State University in Communications.



Milisa Guthrie - Accountant

Milisa joined Great Western in 2018 as the Accountant. In this role, she leads all financial matters including accounting, reporting and cash management. Milisa spent more than eight years in accounting and management function for various organizations in the Logan, UT area.



Michaella Wood- Project Coordinator

Michaella joined Great Western Recreation in 2021 and is a member of our Project Coordinator team. She has over five years of customer service and office experience. Michaella is quick to learn and is trained in GameTime CAD. She has designed or assisted in many park and playground designs.

Redfern Park Playground Replacement- Project 107139-01-Opt 1
Missoula, MT



Redfern Park Playground Replacement- Project 107139-01-Opt 1
Missoula, MT



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Missoula, MT



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Redfern Park Playground Replacement- Project 107139-01-Opt 1
Missoula, MT



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Taggart@gwpark.com



Redfern Park Playground Replacement- Project 107139-01-Opt 1
Missoula, MT

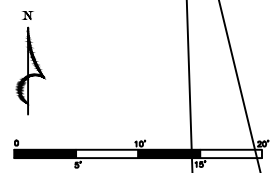
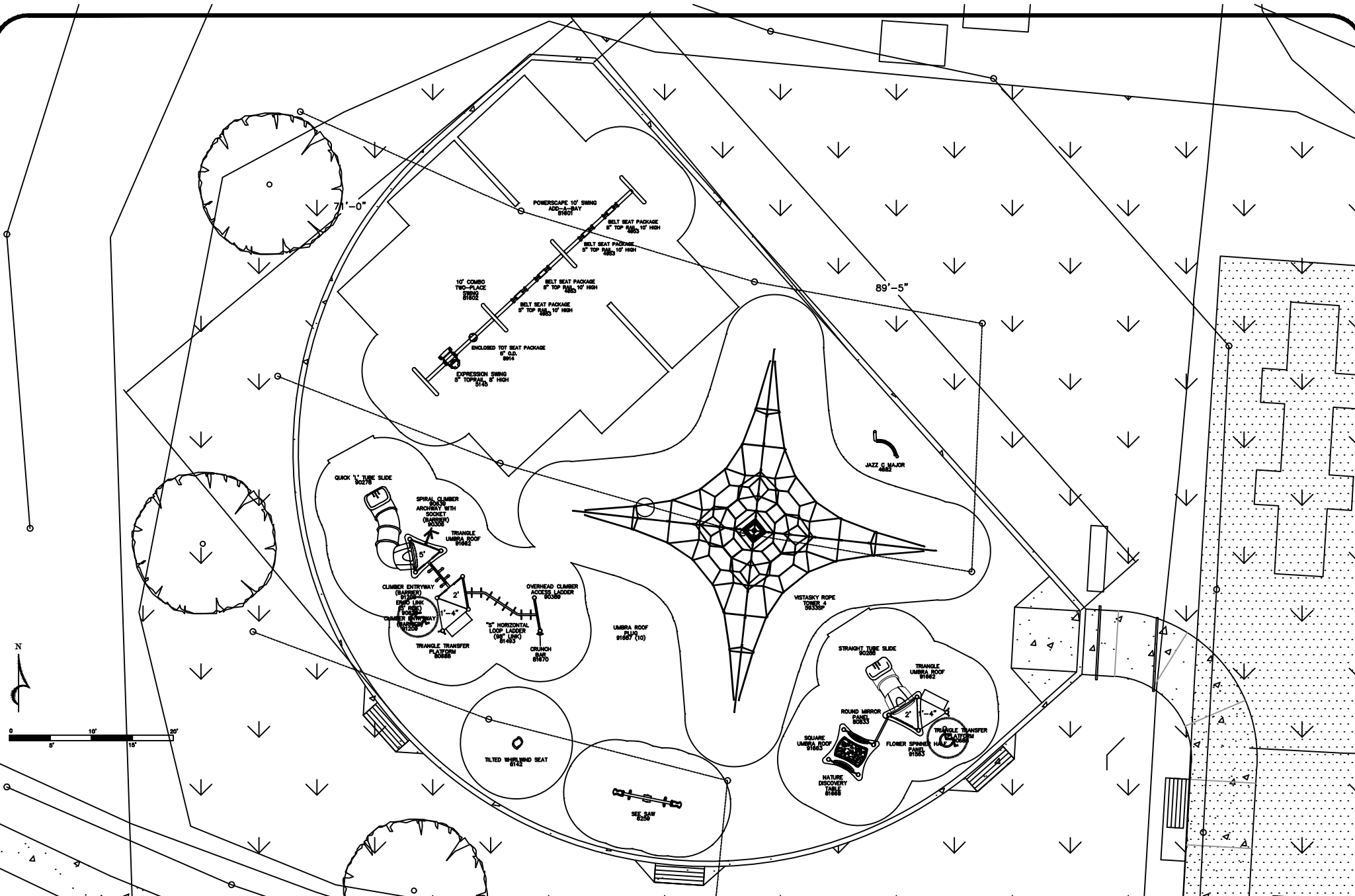


Redfern Park Playground Replacement- Project 107139-01-Opt 1
Missoula, MT



Redfern Park Playground Replacement- Project 107139-01-Opt 1
Missoula, MT





City of Missoula
Reid Park Playground
Missoula, MT
 Representative
Great Western

SALES REP
 TAGGART CASTLETON
 714-331-8895
 TAGGART@GWPARK.COM

Total Elevated Play Components	2/4	Required	-
Total Elevated Play Components Accessible By Ramp	2/2	Required	1/2
Total Elevated Components Accessible By Transfer	2/1	Required	1/1
Total Accessible Ground Level Components Shown	2/4	Required	1/1

This play equipment is recommended for children ages **2-5/5-12**

Minimum Area Required:

Scale: -
 This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission. ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.

Drawn By: **MW**
 Date: **7/21/22**
 Drawing Name: **107-39-01-Opt 1**



Great Western Installations, Inc
 975 S. State Hwy 89
 Logan, UT 84321
 Cell: 714-331-8895
 Office: 435-245-5055
 Fax: 435-245-5057
 taggart@gwpark.com
 www.gwpark.com

08/22/2022
 Quote #
 107139-01-03

Redfern Park Playground Replacement Option 1A

City of Missoula
 Attn: Garrick Swanson
 4800 Chesapeake Way
 Missoula, MT 59808
 Phone: 406-529-6837
 swansong@ci.missoula.mt.us

Ship to Zip 59801

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom 2-5 Playground- • Reference Drawing 107139-01-Opt 1	\$17,718.00	\$17,718.00
1	RDU	GameTime - Custom 5-12 Playground	\$19,211.00	\$19,211.00
1	RDU	GameTime - Swings	\$7,148.00	\$7,148.00
1	4682	GameTime - Jazz C Major	\$3,376.00	\$3,376.00
1	5933SP	GameTime - VistaSky Rope Tower 4	\$15,882.00	\$15,882.00
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$744.00	\$744.00
1	6259	GameTime - Sitting See Saw	\$2,851.00	\$2,851.00
1	INSTALL	Install - Installation of Playground- Davis Bacon Wages	\$24,250.00	\$24,250.00
1	BOND	Payment and Performance Bond - Payment and Performance Bond	\$2,420.00	\$2,420.00
			Sub Total	\$93,600.00
			Discount	(\$18,347.00)
			Material Surcharge	\$9,618.43
			Freight	\$11,152.52
			Total	\$96,023.95



Great Western Installations, Inc
975 S. State Hwy 89
Logan, UT 84321
Cell: 714-331-8895
Office: 435-245-5055
Fax: 435-245-5057
taggart@gwpark.com
www.gwpark.com

08/22/2022
Quote #
107139-01-03

Redfern Park Playground Replacement Option 1A

Comments

Your Sales Rep is T aggart Castleton. Please reach out to T aggart at 714-331-8895 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order .

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

****Material Surcharge reflects raw material price increase****

Shipping to:
600 Cregg Lane
Missoula, MT 59801

Site Address:
4800 Chesapeake Way
Missoula, MT 59808

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Davis Bacon wage

TERMS & CONDITIONS:

Remittance Address:
975 S. Hwy 89
Logan, UT 84321

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **PAYMENT TERMS:** Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Great Western Recreation or this signed quotation is required for all orders unless otherwise noted. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Great Western unless otherwise directed.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or as permitted by law) will be added to invoices over 30 days past due.
- **TAXES:** Taxes will be shown as a separate line item when included. Any applicable taxes not shown will be added to final invoice. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.
- **MINIMUM ORDER:** Our minimum order is \$50 (USD) Any order less than \$5000 requires cash with order or payment by major credit card.
- **SHIPMENT:** Multiple shipments may be required based on point of origin. Above costs assume one shipment for each vendor quoted.
- **DELIVERY:** It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



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08/22/2022
Quote #
107139-01-03

Redfern Park Playground Replacement Option 1A

Please fill out this [ORDER FORM](#), this is required to process the order .



IPEMA ASTM F1487-21 CERTIFICATE OF COMPLIANCE

ISSUE DATE: August 4, 2022

Requested By: Michaela

Project: Redfern Opt 1

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-21 (excluding sections 7.1.1, 10, 11.2, 11.3, 13.1.1, 13.1.2, 13.2, and 13.3) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F1487-21 (excluding sections 7.1.1, 10, 11.2, 11.3, 13.1.1, 13.1.2, 13.2, and 13.3).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
6142	Whirlwind Seat (Tilted)	Gt event	GameTime
G90266	Upright Galvanized, 8'	Powerscape	GameTime
G90273	Upright Galvanized 15'	Powerscape	GameTime
G90271	Upright Galvanized 13'	Powerscape	GameTime
G90270	Upright Galvanized 12'	Powerscape	GameTime
G90269	Upright Galvanized 11'	Powerscape	GameTime
G90268	Upright Galvanized 10'	Powerscape	GameTime
90266	Upright Aluminum 8'	Powerscape	GameTime
90273	Upright Aluminum 15'	Powerscape	GameTime
90271	Upright Aluminum 13'	Powerscape	GameTime
90270	Upright Aluminum 12'	Powerscape	GameTime
90269	Upright Aluminum 11'	Powerscape	GameTime
90268	Upright Aluminum 10'	Powerscape	GameTime
91662	Umbra Roofs Triangle	Powerscape	GameTime
91663	Umbra Roofs Square	Powerscape	GameTime
91687	Umbra Roofs Roof Cap	Powerscape	GameTime
80688	Transfer Platform	Powerscape	GameTime
8914	TOT SWING SEAT PACKAGE	Gt event	GameTime
90288	Straight Tube Slide 2'	Powerscape	GameTime
26142	Single Support With Step	Xscape	GameTime
6259	See Saw	Gt event	GameTime
80001	PLATFORM, TRIANGULAR	Powerscape	GameTime
90389	Overhead Climber Access Ladder 2'	Powerscape	GameTime
81668	Nature Discovery Table	Powerscape	GameTime
91563	FLOWER SPINNER HALF PANEL	Powerscape	GameTime
5145	Expression Swing 5" O.D X 8' Toprail	Gt event	GameTime
81670	CRUNCH BAR	Powerscape	GameTime
91209	Climber Entryway (Barrier)	Powerscape	GameTime
90306	Climber Archway Barrier	Powerscape	GameTime
4953	Belt Seat PKG – 10' Top Rail	Powerscape	GameTime



IPEMA CSA Z614:20 UPDATE NO. 1 CERTIFICATE OF COMPLIANCE

ISSUE DATE: August 4, 2022

Requested By: Michaela

Project: Redfern Opt 1

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to CSA Z614:20 Update No. 1 (excluding clauses 10 and 11) Children's Playspaces and Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of CSA Z614:20 Update No. 1 (excluding clauses 10 and 11).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
6142	Whirlwind Seat (Tilted)	Gt event	GameTime
G90266	Upright Galvanized, 8'	Powerscape	GameTime
G90273	Upright Galvanized 15'	Powerscape	GameTime
G90271	Upright Galvanized 13'	Powerscape	GameTime
G90270	Upright Galvanized 12'	Powerscape	GameTime
G90269	Upright Galvanized 11'	Powerscape	GameTime
G90268	Upright Galvanized 10'	Powerscape	GameTime
90266	Upright Aluminum 8'	Powerscape	GameTime
90273	Upright Aluminum 15'	Powerscape	GameTime
90271	Upright Aluminum 13'	Powerscape	GameTime
90270	Upright Aluminum 12'	Powerscape	GameTime
90269	Upright Aluminum 11'	Powerscape	GameTime
90268	Upright Aluminum 10'	Powerscape	GameTime
91662	Umbra Roofs Triangle	Powerscape	GameTime
91663	Umbra Roofs Square	Powerscape	GameTime
91687	Umbra Roofs Roof Cap	Powerscape	GameTime
80688	Transfer Platform	Powerscape	GameTime
8914	TOT SWING SEAT PACKAGE	Gt event	GameTime
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80001	PLATFORM, TRIANGULAR	Powerscape	GameTime
90389	Overhead Climber Access Ladder 2'	Powerscape	GameTime
81668	Nature Discovery Table	Powerscape	GameTime
91563	FLOWER SPINNER HALF PANEL	Powerscape	GameTime
5145	Expression Swing 5" O.D X 8' Toprail	Gt event	GameTime
81670	CRUNCH BAR	Powerscape	GameTime
91209	Climber Entryway (Barrier)	Powerscape	GameTime
90306	Climber Archway Barrier	Powerscape	GameTime
4953	Belt Seat PKG – 10' Top Rail	Powerscape	GameTime



IPEMA CSA Z614:20 UPDATE NO. 1 CERTIFICAT DE CONFORMITÉ

Date de Délivrance Initiale: août 4, 2022

Demandé par: Michaela

Nom du parc: Redfern Opt 1

Dans l'intérêt de la sécurité au terrain de jeu, IPEMA offre une certification par une tierce partie et TÜV SÜD America valide une certification par le fabricant de la conformité à la norme CSA Z614:20 Update No. 1 (excluant les articles 10, 11) les enfants les espaces de jeu et du matériel.

Le fabricant ci-dessous a reçu la validation de la part de TÜV SÜD America que les produits énumérés ci-dessous sont conformes aux exigences de la norme CSA Z614:20 Update No. 1 (excluant les articles 10, 11).

Ce certificat n'est pas valide si un composant ou une pièce est remplacé, à moins que le composant soit acheté du fabricant d'origine et assemblé conformément aux instructions du fabricant de l'équipement. Vérifiez auprès du fabricant pour déterminer la validité de la certification du (des) produit(s) indiqué(s) avant d'utiliser ce certificat pour la preuve de la certification.

MODÈLE n°	NOM COMMERCIAL DU PRODUIT	LIGNE DE PRODUIT	MANUFACTURIER
6142	Whirlwind Seat (Tilted)	Gt event	GameTime
G90266	Upright Galvanized, 8'	Powerscape	GameTime
G90273	Upright Galvanized 15'	Powerscape	GameTime
G90271	Upright Galvanized 13'	Powerscape	GameTime
G90270	Upright Galvanized 12'	Powerscape	GameTime
G90269	Upright Galvanized 11'	Powerscape	GameTime
G90268	Upright Galvanized 10'	Powerscape	GameTime
90266	Upright Aluminum 8'	Powerscape	GameTime
90273	Upright Aluminum 15'	Powerscape	GameTime
90271	Upright Aluminum 13'	Powerscape	GameTime
90270	Upright Aluminum 12'	Powerscape	GameTime
90269	Upright Aluminum 11'	Powerscape	GameTime
90268	Upright Aluminum 10'	Powerscape	GameTime
91662	Umbra Roofs Triangle	Powerscape	GameTime
91663	Umbra Roofs Square	Powerscape	GameTime
91687	Umbra Roofs Roof Cap	Powerscape	GameTime
80688	Transfer Platform	Powerscape	GameTime
8914	TOT SWING SEAT PACKAGE	Gt event	GameTime
90288	Straight Tube Slide 2'	Powerscape	GameTime
26142	Single Support With Step	Xscape	GameTime
6259	See Saw	Gt event	GameTime
80001	PLATFORM, TRIANGULAR	Powerscape	GameTime
90389	Overhead Climber Access Ladder 2'	Powerscape	GameTime
81668	Nature Discovery Table	Powerscape	GameTime
91563	FLOWER SPINNER HALF PANEL	Powerscape	GameTime
5145	Expression Swing 5" O.D X 8' Toprail	Gt event	GameTime
81670	CRUNCH BAR	Powerscape	GameTime
91209	Climber Entryway (Barrier)	Powerscape	GameTime
90306	Climber Archway Barrier	Powerscape	GameTime
4953	Belt Seat PKG - 10' Top Rail	Powerscape	GameTime



IPEMA ASTM F1487-21 CERTIFICATE OF COMPLIANCE

ISSUE DATE: August 4, 2022

Requested By: Michaela

Project: Redfern Opt 2

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-21 (excluding sections 7.1.1, 10, 11.2, 11.3, 13.1.1, 13.1.2, 13.2, and 13.3) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F1487-21 (excluding sections 7.1.1, 10, 11.2, 11.3, 13.1.1, 13.1.2, 13.2, and 13.3).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
6142	Whirlwind Seat (Tilted)	Gt event	GameTime
G90266	Upright Galvanized, 8'	Powerscape	GameTime
G90273	Upright Galvanized 15'	Powerscape	GameTime
G90272	Upright Galvanized 14'	Powerscape	GameTime
G90271	Upright Galvanized 13'	Powerscape	GameTime
G90270	Upright Galvanized 12'	Powerscape	GameTime
90266	Upright Aluminum 8'	Powerscape	GameTime
90273	Upright Aluminum 15'	Powerscape	GameTime
90272	Upright Aluminum 14'	Powerscape	GameTime
90271	Upright Aluminum 13'	Powerscape	GameTime
90270	Upright Aluminum 12'	Powerscape	GameTime
90268	Upright Aluminum 10'	Powerscape	GameTime
91662	Umbra Roofs Triangle	Powerscape	GameTime
91663	Umbra Roofs Square	Powerscape	GameTime
91687	Umbra Roofs Roof Cap	Powerscape	GameTime
6243	Tri Runner	Gt event	GameTime
80688	Transfer Platform	Powerscape	GameTime
90288	Straight Tube Slide 2'	Powerscape	GameTime
81600	Standard 10' (Freestanding)	Powerscape	GameTime
26142	Single Support With Step	Xscape	GameTime
6259	See Saw	Gt event	GameTime
80001	PLATFORM, TRIANGULAR	Powerscape	GameTime
90389	Overhead Climber Access Ladder 2'	Powerscape	GameTime
81668	Nature Discovery Table	Powerscape	GameTime
62771	LADY BUG RIDER (IN-GROUND)	Gt event	GameTime
91563	FLOWER SPINNER HALF PANEL	Powerscape	GameTime
81670	CRUNCH BAR	Powerscape	GameTime
91209	Climber Entryway (Barrier)	Powerscape	GameTime
90306	Climber Archway Barrier	Powerscape	GameTime
4953	Belt Seat PKG – 10' Top Rail	Powerscape	GameTime



IPEMA CSA Z614:20 UPDATE NO. 1 CERTIFICATE OF COMPLIANCE

ISSUE DATE: August 4, 2022

Requested By: Michaela

Project: Redfern Opt 2

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to CSA Z614:20 Update No. 1 (excluding clauses 10 and 11) Children's Playspaces and Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of CSA Z614:20 Update No. 1 (excluding clauses 10 and 11).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
6142	Whirlwind Seat (Tilted)	Gt event	GameTime
G90266	Upright Galvanized, 8'	Powerscape	GameTime
G90273	Upright Galvanized 15'	Powerscape	GameTime
G90272	Upright Galvanized 14'	Powerscape	GameTime
G90271	Upright Galvanized 13'	Powerscape	GameTime
G90270	Upright Galvanized 12'	Powerscape	GameTime
90266	Upright Aluminum 8'	Powerscape	GameTime
90273	Upright Aluminum 15'	Powerscape	GameTime
90272	Upright Aluminum 14'	Powerscape	GameTime
90271	Upright Aluminum 13'	Powerscape	GameTime
90270	Upright Aluminum 12'	Powerscape	GameTime
90268	Upright Aluminum 10'	Powerscape	GameTime
91662	Umbra Roofs Triangle	Powerscape	GameTime
91663	Umbra Roofs Square	Powerscape	GameTime
91687	Umbra Roofs Roof Cap	Powerscape	GameTime
6243	Tri Runner	Gt event	GameTime
80688	Transfer Platform	Powerscape	GameTime
90288	Straight Tube Slide 2'	Powerscape	GameTime
81600	Standard 10' (Freestanding)	Powerscape	GameTime
26142	Single Support With Step	Xscape	GameTime
6259	See Saw	Gt event	GameTime
80001	PLATFORM, TRIANGULAR	Powerscape	GameTime
90389	Overhead Climber Access Ladder 2'	Powerscape	GameTime
81668	Nature Discovery Table	Powerscape	GameTime
62771	LADY BUG RIDER (IN-GROUND)	Gt event	GameTime
91563	FLOWER SPINNER HALF PANEL	Powerscape	GameTime
81670	CRUNCH BAR	Powerscape	GameTime
91209	Climber Entryway (Barrier)	Powerscape	GameTime
90306	Climber Archway Barrier	Powerscape	GameTime
4953	Belt Seat PKG – 10' Top Rail	Powerscape	GameTime



IPEMA CSA Z614:20 UPDATE NO. 1 CERTIFICAT DE CONFORMITÉ

Date de Délivrance Initiale: août 4, 2022

Demandé par: Michaella

Nom du parc: Redfern Opt 2

Dans l'intérêt de la sécurité au terrain de jeu, IPEMA offre une certification par une tierce partie et TÜV SÜD America valide une certification par le fabricant de la conformité à la norme CSA Z614:20 Update No. 1 (excluant les articles 10, 11) les enfants les espaces de jeu et du matériel.

Le fabricant ci-dessous a reçu la validation de la part de TÜV SÜD America que les produits énumérés ci-dessous sont conformes aux exigences de la norme CSA Z614:20 Update No. 1 (excluant les articles 10, 11).

Ce certificat n'est pas valide si un composant ou une pièce est remplacé, à moins que le composant soit acheté du fabricant d'origine et assemblé conformément aux instructions du fabricant de l'équipement. Vérifiez auprès du fabricant pour déterminer la validité de la certification du (des) produit(s) indiqué(s) avant d'utiliser ce certificat pour la preuve de la certification.

MODÈLE n°	NOM COMMERCIAL DU PRODUIT	LIGNE DE PRODUIT	MANUFACTURIER
6142	Whirlwind Seat (Tilted)	Gt event	GameTime
G90266	Upright Galvanized, 8'	Powerscape	GameTime
G90273	Upright Galvanized 15'	Powerscape	GameTime
G90272	Upright Galvanized 14'	Powerscape	GameTime
G90271	Upright Galvanized 13'	Powerscape	GameTime
G90270	Upright Galvanized 12'	Powerscape	GameTime
90266	Upright Aluminum 8'	Powerscape	GameTime
90273	Upright Aluminum 15'	Powerscape	GameTime
90272	Upright Aluminum 14'	Powerscape	GameTime
90271	Upright Aluminum 13'	Powerscape	GameTime
90270	Upright Aluminum 12'	Powerscape	GameTime
90268	Upright Aluminum 10'	Powerscape	GameTime
91662	Umbra Roofs Triangle	Powerscape	GameTime
91663	Umbra Roofs Square	Powerscape	GameTime
91687	Umbra Roofs Roof Cap	Powerscape	GameTime
6243	Tri Runner	Gt event	GameTime
80688	Transfer Platform	Powerscape	GameTime
90288	Straight Tube Slide 2'	Powerscape	GameTime
81600	Standard 10' (Freestanding)	Powerscape	GameTime
26142	Single Support With Step	Xscape	GameTime
6259	See Saw	Gt event	GameTime
80001	PLATFORM, TRIANGULAR	Powerscape	GameTime
90389	Overhead Climber Access Ladder 2'	Powerscape	GameTime
81668	Nature Discovery Table	Powerscape	GameTime
62771	LADY BUG RIDER (IN-GROUND)	Gt event	GameTime
91563	FLOWER SPINNER HALF PANEL	Powerscape	GameTime
81670	CRUNCH BAR	Powerscape	GameTime
91209	Climber Entryway (Barrier)	Powerscape	GameTime
90306	Climber Archway Barrier	Powerscape	GameTime
4953	Belt Seat PKG - 10' Top Rail	Powerscape	GameTime

INSTRUCTIONS:

Visit our website: mtcontractor.mt.gov or call (406) 444-7734 for assistance.

- ☐ Complete this registration if your business is **engaged in the construction industry and has employees, or is a Manager-Managed LLC, or a Corporation.**
- ☐ LLCs and Corporations must register their business entity with the Montana Secretary of State's office; business structure and principals will be verified.
- ☐ To qualify for "Bid Only" status, your out-of-state business cannot be actively performing work in Montana. Once awarded the job in Montana, you must notify us in writing immediately to change your status and provide proof of a valid Montana workers' compensation insurance policy for your employees.
- ☐ Businesses working in Montana with employees must provide proof of a valid Montana workers' compensation insurance policy. **Out of state businesses – see reverse side or second page for requirements on demonstrating compliance with Montana's workers' compensation compliance.**
- ☐ Enclose a check payable to the Montana Department of Labor & Industry (DLI) in the amount of \$70 (non-refundable) or pay online.
- ☐ Sign and send this completed application to: **Dept of Labor and Industry / Registration Section • PO Box 8011 • Helena, MT 59604-8011**

THIS BLOCK FOR OFFICE USE

Business Name:			Does this business use Employees? <input type="checkbox"/> Yes <input type="checkbox"/> No Policy#: _____ Name of workers' compensation company: _____	
Federal Employer Identification Number if required, or SSN: (Call the IRS at 1 (800) 829-1040 to verify your tax obligations)			Does this business use Leased Employees? <input type="checkbox"/> Yes <input type="checkbox"/> No Policy# _____ Name of Professional Employer Organization (PEO): _____	
Mailing Address:			Does this business use Temporary Employees? <input type="checkbox"/> Yes <input type="checkbox"/> No Name of Temporary Service Contractor (TSC): _____	
City:	State:	Zip:	Are you an out-of-state business and requesting "BID ONLY" status? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Phone:	Email:			
Registered Agent:			Is this business in the construction industry? <input type="checkbox"/> Yes <input type="checkbox"/> No	
			Is this business in the trucking industry? <input type="checkbox"/> Yes <input type="checkbox"/> No	
			Does this business perform work solely on residential construction? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Business Structure: (Selection must match your business name registration with the Montana Secretary of State; contact their office at (406) 444-3665 for verification) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Sole Proprietor (List Owner below) </div> <div> <input type="checkbox"/> Partnership or LLP (List Partners below) </div> <div> <input type="checkbox"/> Member-Managed LLC (List Members below) </div> <div> <input type="checkbox"/> Manager-Managed LLC (List Managers below) </div> <div> <input type="checkbox"/> Corporation (List Corporate Officers below) </div> </div>				

- ☐ Sole Proprietors, Partners, Members of Member-Managed LLC's, and Managers of Manager-Managed LLC's working on a jobsite in Montana, and are NOT personally covered under a Montana workers' compensation insurance policy, must have or apply for an active independent contractor exemption certificate (ICEC). Each ICEC application is \$125 (non-refundable).
- ☐ Corporate officers working in Montana are considered employees and must be covered under a Montana workers' compensation insurance policy, unless the officer owns 20% or more of the shares of the corporation, or is related to another officer of the corporation and the aggregated shares equal 20% or more. **See reverse side or second page for explanation.**

If necessary, attach an additional sheet to list owners, partners, members, managers, or corporate officers.				Percent Owned:	Work performed in Montana: (select all that apply)	Personally covered by Montana workers' comp?	*Corp Officers Only* Are you related to another corporate officer, and combined shares equal 20% or more:
First Name • MI • Last Name:	SSN:	Mailing Address • City • State • Zip:					
				%	<input type="checkbox"/> Jobsite <input type="checkbox"/> Office <input type="checkbox"/> None	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> ICEC	<input type="checkbox"/> Yes <input type="checkbox"/> No
				%	<input type="checkbox"/> Jobsite <input type="checkbox"/> Office <input type="checkbox"/> None	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> ICEC	<input type="checkbox"/> Yes <input type="checkbox"/> No
				%	<input type="checkbox"/> Jobsite <input type="checkbox"/> Office <input type="checkbox"/> None	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> ICEC	<input type="checkbox"/> Yes <input type="checkbox"/> No
				%	<input type="checkbox"/> Jobsite <input type="checkbox"/> Office <input type="checkbox"/> None	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> ICEC	<input type="checkbox"/> Yes <input type="checkbox"/> No

 **Applicant Signature:**

 **Printed Name:**

ATTENTION CORPORATE OFFICERS:

Montana Code Annotated 39-71-401 (2) (r) exempts from workers' compensation coverage, officers of a corporation and managers of a manager-managed limited liability company (**excluding managers of a manager-managed LLC working in the construction industry**) who meet specified criteria. To be exempt, one of the following criteria must be met:

- (i) the officer or manager is not engaged in the ordinary duties of a worker for the corporation or the limited liability company and does not receive any pay from the corporation or the limited liability company for performance of the duties;
- (ii) the officer or manager is engaged primarily in household employment for the corporation or the limited liability company;
- (iii) the officer or manager either:
 - (A) owns 20% or more of the number of shares of stock in the corporation or owns 20% or more of the limited liability company;
 - (B) owns less than 20% of the number of shares of stock in the corporation or limited liability company if the officer's or manager's shares when aggregated with the shares owned by a person or persons listed in subsection (2) (r) (iv) total 20% or more of the number of shares in the corporation or limited liability company; or
- (iv) the officer or manager is the spouse, child, adopted child, stepchild, mother, father, son-in-law, daughter-in-law, nephew, niece, brother, or sister of a corporate officer who meets the requirements of subsection (2) (r) (iii) (A) or (2) (r) (iii) (B).

If a corporate officer does not meet the criteria listed in Montana Code Annotated 39-71-401 (2) (r), they **are required to be covered** under a Montana workers' compensation insurance policy.

DEMONSTRATING COMPLIANCE WITH MONTANA WORKERS' COMPENSATION LAWS:

If your business has employees you will need to provide proof of a valid Montana Workers' Compensation policy before the department will approve your CR. The department will attempt to verify coverage using the National Council on Compensation Insurance (NCCI) national workers' compensation database. However, there may be a delay in new policies being reported from insurers to NCCI and there are some states that simply do not report to NCCI. To avoid possible delays in processing your CR, you must provide one of the two options listed below with your CR application.

Option 1: Providing a declarations page from the workers' compensation policy provided all of the following conditions are met:

- The insurer is a company authorized to write workers compensation coverage in Montana.
- The name of insured as shown on the declaration page is the name of the business listed on the CR application.
- The federal employer identification number as shown on the declaration page is consistent with the FEIN listed on the CR application.
- Montana is listed specifically in section 3A. We will not accept a policy if Montana is listed only in Section 3C and we do not accept an 'all other states' endorsement for businesses engaged in construction.
- A policy number appears on the declaration page.
- The declaration page is signed by an authorized agent of the insurer.

Option 2: Providing a certificate of insurance (COI) issued by the contractor's workers' compensation insurer (or self-insured group) stating that the contractor's employees are covered for liability under the Montana Workers' Compensation Act and Occupational Disease Act, provided all of the following conditions are met:

- The insurer is a company authorized to write workers' compensation coverage in Montana;
- The name of the insured as shown on the COI is the name of business listed on the CR application;
- The insurer's agent is licensed to do business in Montana;
- There is an original signature on the COI of an agent or other person that is authorized to bind the insurer;
- The COI specifies that Montana is listed in section 3A of the policy; and
- The COI must be validated within 20 days by the submission of a declaration page or policy from the business.



Angel's Landing
City of Logan
Completion year-2021
Ed Stephens
435-716-9260
ed.stephens@loganutah.org
\$277,261.42

Peachtree Park
City of West Valley
Completion year-2020
Nancy Day
801-955-4009
nancy.day@wvc-ut.gov
\$184,775.53



Dean Goodsell Primary School
Shelley School District
Completion year-2021
Blake Jenson
208-357-5760
bjenson@shelleyschools.org
\$199,605.49



BID BOND – REDFERN PLAYGROUND REPLACEMENT

BIDDER Name and Address:

Great Western Installations, Inc.

975 S Hwy 89

Logan, UT 84321

SURETY Name and Address:

Old Republic Surety Company

PO Box 1635

Milwaukee, WI 53201

OWNER Name and Address:

City of Missoula

435 Ryman Street

Missoula MT 59802

BID DUE DATE:

4:00 P.M. MST August 4, 2022

PROJECT Description:

Provide and install playground and safety surfacing for

Redfern Park, Missoula, MT

BOND NUMBER:

N/A

BOND DATE

August 4, 2022

(Not later than BID DUE DATE)

PENAL SUM:

(Words) ten percent of amount bid

(Figures) 10% of amount bid

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Great Western Installations, Inc. (Seal)

(Seal)

Bidder's Name and Corporate Seal

By:

Signature and Title

Attest:

Lewis L Painter - Partner
Wickham Wood Project Coordinator

SURETY

Old Republic Surety Company

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

Matthew Lee Rollin Attorney in Fact
Amber Garner Account Manager





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MATTHEW LEE ROBBINS, OF NORTH LOGAN, UT

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of MARCH, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 22ND day of MARCH, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

48-5316



Signed and sealed at the City of Brookfield, WI this 4th day of August, 2022.

Karen J. Haffner

Assistant Secretary

QUALITY 1ST INS. AGENCY, INC.