YELLOWSTONE COUNTY
INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **River Ridge Landscape Co.**, herein referred to as "CONTRACTOR", whose address is **3223 River Rd, Laurel, MT 59044.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

Work generally described as Snow Plowing within RSID 723 – Clarks Fork ESTATES and additional services or conditions per attached scope of work & quotation - Exhibit A.

2. INDEPENDENT CONTRACTOR: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. Neither CONTRACTOR or its principals or employees are employees of COUNTY.

3. EFFECTIVE DATE AND TIME OF PERFORMANCE:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 250.00 per plowing event, $ 250.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

1. CONTRACTOR has examined and reviewed Contract Documents and other related paperwork
2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and furnishing of the work.
4. CONTRACTOR has given COUNTY written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance of the scope of services.

6. CONTRACT DOCUMENTS: The Contract Documents, which comprise the entire agreement between COUNTY and CONTRACTOR, consist of the following:

1. This agreement
2. CONTRACTOR's quote dated **October 25, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

7. WARRANTY: CONTRACTOR warrants that all services shall be performed in a professional manner. CONTRACTOR acknowledges that it shall be liable for any breach of this warranty for a period of one (1) year from the time services are completed.

8. MODIFICATION OF CONTRACT: This Contract contains the entire agreement between parties, and no statements or promises made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be modified or altered except upon written agreement signed by both parties. Any subcontractor shall be bound by all of the terms and conditions of this Contract.

9. INSURANCE: CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of million dollars ($1,000,000.00) for each occurrence (minimum) and two million dollars ($2,000,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY at least ten (10) days prior to beginning work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

10. INDEMNIFICATION: CONTRACTOR agrees to waive all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with incidental to CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTORS's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its offices, agents or employees.

11. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. CONTRACTOR or their subcontractors agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the Contract.

12. PERMITS: CONTRACTOR is responsible for obtaining any and all permits required to perform work under the Contract.

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

Each CONTRACTOR (Prime and sub) must submit (through the prime CONTRACTOR) certified payrolls for each week from the time the project begins through completion. Certified payrolls must be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, CONTRACTOR shall note this on the payroll.

14. PREFERENCE: CONTRACTOR agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana Residents.

15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this Contract is in Yellowstone County, Montana and venue for any litigation arising from performance of this Contract is the 13th Judicial District Court, Yellowstone County, Montana. This Contract shall be governed by the laws of the State of Montana.

16. ATTORNEY FEES: In the event of litigation between CONTRACTOR and COUNTY, the prevailing party shall be entitled to reimbursement of court costs and reasonable attorney fees by the non-prevailing party.

17. SUSPENSION: Without terminating this Contract, COUNTY may suspend CONTRACTOR's services following written notice. On the suspension date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for services rendered through the suspension date specified in the notice, but in no case will CONTRACTOR be paid for services rendered after the date of such suspension. If resumption of CONTRACTOR's services requires any waiver or change in this Contract, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Contract.

18. TERMINATION: COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

In the event of a material breach of this Contract by COUNTY, the CONTRACTOR shall have the right to terminate this Contract thirty (30) days after written notice to COUNTY specifying such material breach, unless COUNTY has cured such material breach within said period.

This Contract may be terminated without cause by either party. In that event, the party seeking to terminate this Contract must give ninety (90) days written notice to the other party of the intent to terminate the Contract.

In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective November 1, 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
River Ridge Landscape Co.
Laurel, MT 59044

Signature

Title

Yellowstone County RSID Snow Plowing Quote Sheet

Please fill out and return a worksheet for each RSID Subdivision you elect to quote

COMPANY NAME: River Ridge Landscape

RSID Name and Number: 723 Clark's Fork Estates

RSID Event Committee Selection (Note 2" or 4" or Will-Call): 4" gravel

BASE QUOTE RATES

Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)

$ 250.00 **/EACH** **(N/A if Will-Call Service Selection)**

Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate

$ 250.00 **/HR** **Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____ **/LS or** _____ **HRS**

MAILING ADDRESS: 3223 River Rd

CITY, STATE, ZIP CODE: Laurel MT 59044

TELEPHONE NUMBER: 406 628 7317

EMAIL ADRESS: Aaron@RiverRidgeLandscape.com

MONTANA CONTRACTORS' LICENSE No. (if applicable): 160509

AUTHORIZED REPRESENTATIVE (print): Aaron Christiansen

SIGNATURE: Aaron Christiansen

DATE: 10/25/2026

I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

ADDITIONAL SERVICES OFFERED/CONDITIONS –

Sanding Material Treatment / Ice-Melt Treatment: YES X NO _____

$ Fee Amount/Rates (if offered / provide clarifications):

Ice Melt $.90 per lbs USED

Sand bid on specific areas serviced

Holiday Service Restrictions: YES X NO _____

Note Restricted Service Days (if any)

New Years Eve, Christmas Eve, New Years Day, Christmas Day

$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):

$300 per man hr

Multi-Year / Season Contract Offer (1 season term extension): YES X NO _____

Note – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.

5%

Any Other Conditions / Notations of Service Offerings:

Amount accumulated determined by River Ridge at time of service

Gregg Morgan

From: aaron@riverridgelandscape.com
Sent: Monday, October 26, 2026 8:03 PM
To: Gregg Morgan
Cc: steve@riverridgelandscape.com
Subject: RE: Yellowstone County Public Works - Quote Solicitation for RSID Snow Plowing
Attachments: 2026YCSnow.pdf

Attached are the bids for snow services. We are not able to support the Lockwood area (Emerald Eagle)

All bids have rate adjustments at 6" and 12" single accumulations.
6" increases 1.5x;
12" increases 2x

We determine if the site meets the service threshold or the site manager can call prior to 4 am to adjust the schedule.
Services begin at 12 am (midnight) based on snowfall and on-site conditions. Ideally, snow is removed prior to the bus route use.
Heavy snowfall may delay starts on road surfaces that would not benefit from service more than 3 hours before sunrise.

We caution customers to budget for 12 services per year. Most years there are fewer than that, especially if trigger amounts are higher. The last 2 years have been extremely light and may not reflect the standard needs of a site.

All sites will have a minimal charge of 1 service per month from November through April.

All efforts will be made to have sites serviced in the most reasonable time as possible, but we do reserve the right to complete a snow service 24 hr after the storm has completed.

Let me know if questions or you need updates to the required documents

Aaron Christiansen

RIVER RIDGE
Landscape Co
Ground Maintenance Manager
406 . 628 . 7317
http://www.riverridgelandscape.com/

From: Gregg Morgan <gmorgan@yellowstonecountymt.gov>
Sent: Friday, October 23, 2026 5:20 PM
To: Gregg Morgan <gmorgan@yellowstonecountymt.gov>
Cc: Jay Anderson <janderson@yellowstonecountymt.gov>
Subject: FW: Yellowstone County Public Works - Quote Solicitation for RSID Snow Plowing

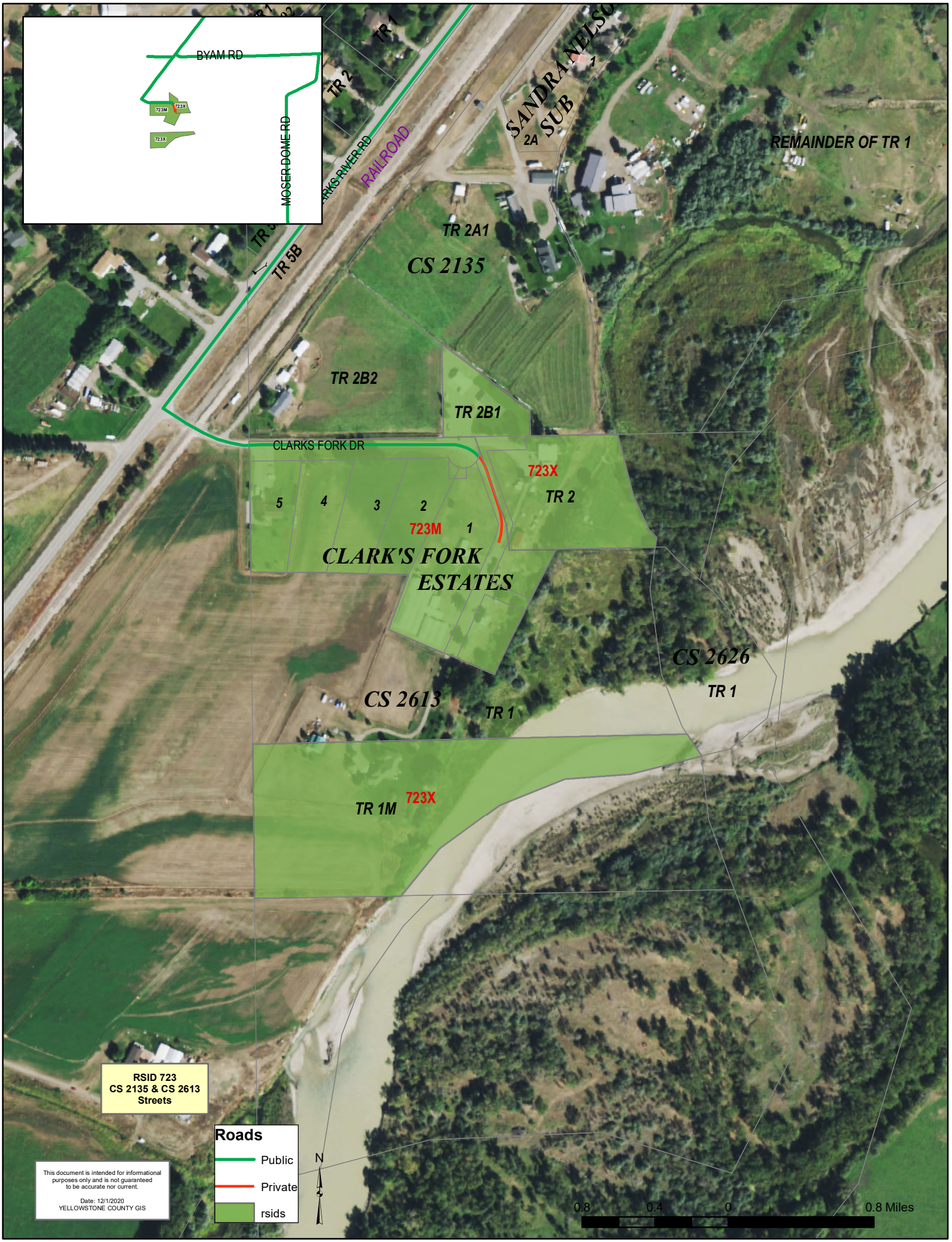
EXHIBIT A

Yellowstone County RSID Subdivision Snow Plowing
Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

YCPW 2026 RSID Snow Plowing Solicitation List *

Quote List No.	RSID No.	RSID Name	RSID Service Selection	Approximate Rd Lengths - MILES		RSID Location Clarifications/Notes:
1	651	Cloverleaf Meadows	2"	1.6		
2	667	White Tail	2"	0.2		
3	671	Blue Creek View	2"	1.5		**ALL Gravel Roads**
4	675	Oak Ridge ***PH 1***	2"	0.6		
5	688	Eagle Bend	Will-Call	4.0		**ALL Gravel Roads**
6	689	Saddleback Ridge	2"	2.3		
7	698	Sierra Estates	*4" Event*	2.8		
8	701	Pheasant Brook	2"	2.5		
9	703	Beartooth Pointe	2"	1.0		***Requires Sanding and/or Ice Treatment***
10	709	Clarks Fork ***RIVER RANCH***	2"	1.2		AKA Clarks Point Drive
11	713/715	Tanglewood	2"	3.7		***Combine the 2 RSID Maps***
12	720	Lone Eagle	2"	2.0		***MAY require Sanding and/or Ice Treatment***
13	723	Clarks Fork ***ESTATES***	4" Event	0.15		**ALL Gravel Roads**
14	727	Farnum	4" Event	1.1		
15	728	Linlee Lakes	2"	1.6		
16	757	Huntley Estates	Will-Call	1.3		
17	761	Vista Buttes	2"	1.2		
18	769	Brookwood	4" Event	2.7		
19	773	West Meadows	2"	3.2		**PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir***
20	776	Pryor Creek	2"	1.7		
21	779	Twin Coulee	4" Event	1.3		AKA Sanctuary Canyon
22	786	Grizzly Creek	4" Event	0.5		
23	803	Indian Cliffs	4" Event	3.5		***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads***
24	806	River Ranch ***RETREAT***	4" Event	1.5		
25	820	Crest View	2"	0.2		
26	850	Bar 11	2"	4.6		***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection***
27	852	MacKenzie Meadow	2"	2.75		***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd***
28	861	Sundance	2"	1.8		
29	887	Stone Creek	4" Event	1.0		
30	730	Emerald Eagle	2"	1.4		*** Added RSID location 10/20/26**


BYAM RD
MOSER DOME RD
723M
723X
TR 1
TR 2
TR 5B
RAILROAD
SANDRA NELSON SUB
2A
1
REMAINDER OF TR 1
TR 2A1
CS 2135
TR 2B2
TR 2B1
CLARKS FORK DR
723X
TR 2
5
4
3
2
723M
1
CLARK'S FORK ESTATES
CS 2626
TR 1
CS 2613
TR 1
TR 1M
723X
RSID 723
CS 2135 & CS 2613
Streets
Roads
Public
Private
rsids
N
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
0.8
0.4
0
0.8 Miles

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2026

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

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

PRODUCER
Leavitt Great West Insurance Services, LLC
2345 King Avenue West, Suite A
Billings MT 59102

CONTACT NAME: Lourie Feragen, CIC, CISR
PHONE (A/C, No, Ext): (877)229-4553 **FAX (A/C, No):** (866)751-8096
E-MAIL ADDRESS: lourie-feragen@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midwest Family Mutual Insurance Company	23574
INSURER B : Montana State Fund	15819
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lehenbauer, Inc., DBA: River Ridge Landscaping
dba: River Ridge Landscape Co.
3223 River Road
Laurel MT 59044

COVERAGES **CERTIFICATE NUMBER:** 26-27 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		CMPMT0560136887	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			CMPMT0560136887	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist combined sir	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CMPMT0560136887	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		034860767	1/1/2026	1/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented & Leased Equipment			CMPMT0560136887	1/1/2026	1/1/2027	Limit Deductible	$65,000 $500

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

CERTIFICATE HOLDER
gmorgan@yellowstonecountymt.g
Yellowstone County
P.O. Box 35024
Billings, MT 59107

CANCELLATION
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
L Feragen, CIC, CISR/ Lourie Feragen

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

Under Paragraph **D.4.b Liability And Medical Expenses Limits Of Insurance**, the aggregate limit for all "bodily injury" and "property damage" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each of your projects away from premises owned by or rented to you. A separate aggregate will apply for projects at premises owned by or rented to you.

 © ISO Properties, Inc., 2001 □

MFM ML1 04-05

Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: LEHENBAUER INC
POLICY NUMBER: CAMT0560104458

BLANKET ADDITIONAL INSURED BY CONTRACT

THE ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY EFFECTIVE ON THE INCEPTION DATE OF THE POLICY UNLESS ANOTHER DATE IS INDICATED.

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THE ENDORSEMENT.

SECTION II LIABILITY COVERAGE, A COVERAGE 1. WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR ORGANIZATION WITH WHICH YOU HAVE AGREED IN A VALID WRITTEN CONTRACT TO PROVIDE INSURANCE AS AFFORDED BY THIS POLICY.

THIS PROVISION IS LIMITED TO THE SCOPE OF THE VALID WRITTEN CONTRACT.

THIS PROVISION DOES NOT APPLY UNLESS THE VALID WRITTEN CONTRACT HAS BEEN EXECUTED PRIOR TO THE BODILY INJURY OR PROPERTY DAMAGE.

THIS COVERAGE IS ON A PRIMARY AND NON CONTRIBUTORY BASIS.

MFM ML2 04-05

Amendatory Endorsement #2

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: LEHENBAUER INC
POLICY NUMBER: CAMT0560104458

This endorsement changes the Policy. Please Read it Carefully.

Waiver of Transfer of Rights of Recovery Against Others to Us.

The endorsement modifies Insurance provided under the following: COMMERCIAL AUTO

The transfer of RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by the addition of the following:

We waive any Right of Recovery we may have against any additional Insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

Coverage	Limits
Bail Bonds	**$5,000**
Loss of Earnings	**$1,000**
Automatic Liability Coverage – Newly Acquired or Constructed Property	**120 Days – Period of Coverage**
Damage to Property- Borrowed Equipment	**$5,000**
Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations	**Included if required by Written Contract or Written Agreement**
Damage to Premises Rented to You	**$300,000**
Contractual Liability – Railroad	**Included in General Liability Limit**
Blanket Waiver of Subrogation	**Included if required by Written Agreement**

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property

SECTION II – LIABILITY – A. Coverages – 1. Business Liability
f. Coverage Extension – Supplementary Payments – The following is changed:
(b) Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
(d) 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 $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
(3) For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
(a) This policy expires; or
(b) 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
Damage to Property – Borrowed Equipment

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
k. Damage To Property – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations

The following is added to **C. Who Is An Insured**
3. The following are also an insured.
A. Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
1 Your acts or omissions;
2 The acts or omissions of those acting on your behalf, and resulting from;

(a) Your ongoing operations performed for the additional insured;
(b) Your work completed as included in the "products completed operations hazard" performed for the additional insured.
B. However, regarding provision **A.** above:
1. We will not extend insurance coverage to any additional insured or organization:
(a) That is not provided to you in this policy; or
(b) That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
C. The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
2. Supervisory inspection, architectural or engineering activities.
D. For the coverage here:
1. The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
2. This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Damage to Premises Rented To You

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
3. The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

Contractual Liability – Railroad

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
9. "Insured contract" means:
a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
b. A sidetrack agreement;
c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
e. An elevator maintenance agreement;
f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

Blanket Waiver of Subrogation

SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY) The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
2. Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

855 Front Street | P.O. Box 4759 | Helena, MT 59604-4759
Phone 800-332-6102 or 406-495-5000 | Fax 406-495-5020
Fraud 888-MT-CRIME or 888-682-7463 | TDD/TTY 406-495-5030
montanastatefund.com | safemt.com

LEHENBAUER INC
3223 RIVER ROAD
LAUREL MT 59044

Policy #: 03-486076-7
Team: Premier
Date: 01/02/2024

Policy Period: 01/01/2024 - 01/01/2025
Effective Date of Endorsement: 01/01/2024 - 01/01/2025

WAIVER OF SUBROGATION ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties.

Schedule

BLANKET WAIVER OF SUBROGATION
This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us. Full waiver fee will be applied to your policy regardless of when added to your policy and will automatically renew upon renewal of your policy.
Blanket Waiver of Subrogation Fee: $200.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

cc: LOURIE FERAGEN

Portions copyrighted © 1983 National Council on Compensation Insurance Inc. Reprinted with permission.