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SNOW PLOWING CONTRACT

Agreement is made and is effective on May 16th, 2022 between Grizzly Peak Homeowners Association, Inc. ("GPHOA" or "Grizzly Peak" herein) of Red Lodge MT and Mike Jarvi, ("Jarvi") and Mud Duck Trucking, Inc. (herein collectively "Jarvi") of Box 835, Red Lodge, MT 59068.

- a. This Agreement supersedes and replaces all prior snow removal contracts.
- b. Jarvi shall perform the work for GPHOA according to the terms of the attached Snow Removal Policy, Exhibit A, the terms of which are incorporated into this contract.
- c. The policy shall not be changed without the written consent of Jarvi and GPHOA recorded as a resolution in the minutes of the directors of GPHOA.
- d. Jarvi shall perform the services of this contract through Mike Jarvi and may not assign or transfer his obligation under this contract to any other person and/or other entity without the prior written consent of GPHOA.

1. Contract Price. GPHOA shall pay to Jarvi \$18,000.00 per year ("current annual payment") in the following manner:

- a. On or before "the beginning date" (October 15, 2022) and for each future year under this agreement), GPHOA shall pay to Jarvi \$9,000.00.
- b. On or before "the end date" (May 15, 2023 and May 15 for each year thereafter this contract), GPHOA shall pay to Jarvi \$9,000.00.
- c. If there is plowing before the beginning date or after the ending date, as described in the Snow Removal Policy, the charge for such plowing shall be \$200/hour. Such payment shall be made within 10 days of submission of an itemized bill by Jarvi.

2. Term of Contract and Termination of Contract.

- a. Unless terminated under the terms of the following subparagraphs, this Contract shall have an initial three (3) year term beginning on the date of this contract and ending on May 15, 2026 and then shall continue annually on a year to year basis, beginning on May 16, 2026 and ending on May 15, 2027, and continuing on an annual period for like periods thereafter, unless notice of termination is delivered under this paragraph. In each continuing year, the payments set forth in paragraph 2 shall be made.
- b. On 10 days written notice to GPHOA, Jarvi may terminate this contract before the termination date when for a period of 30 days after the due dates for payment in paragraph 2, through no fault of Jarvi, GPHOA fails to pay to make the timely payment and Jarvi has plowed at any time from the beginning date to the date of termination set in the written notice including any plowing under paragraph 2.c..
- c. On 10 days written notice to Jarvi, GPHOA may terminate this contract before the termination date and without prejudice to any other remedy GPHOA may

41 have, when Jarvi defaults in performance of any provision in this Contract,
42 including its failure to perform the services of the Snow Removal Policy.

43 d. However, during the period beginning May 16 and ending June 16 of each year,
44 either party may terminate this contract by written notice to the other party.

45 e. In the event of termination of the Contract under the terms of subparagraphs b. or
46 c., GPHOA shall pay to Jarvi a prorated amount of \$18,000 between the
47 beginning date of October 15 and the end date of May 15, less any payments
48 actually paid by GPHOA to Jarvi. If Jarvi has been paid more than the prorated
49 amount as to the date of termination, Jarvi shall remit any such payment overage
50 back to GPHOA on demand on a per diem basis which the parties agree shall be
51 \$80 dollars per day.

52 **3. Responsibilities of Jarvi.**

53 a. Jarvi shall be responsible for the techniques, sequences, procedures, means, and
54 coordination of all plowing as outlined in the Snow Removal Policy under Exhibit
55 A but shall confer with a representative of Grizzly Peak as to location of all roads
56 in Grizzly Peak in need of plowing.

57 b. Jarvi shall supervise and direct the work to the best of its ability and Jarvi's
58 plowing shall, at minimum, achieve at least 15' in width for all roads in Grizzly Peak,
59 including the main loop and finger roads, except where the actual road is more narrow
60 than 15' and except for areas where representatives of Grizzly Peak have marked
61 utility boxes and other obstacles within the required minimum 15' corridor. Grizzly
62 Peak shall provide all markers as needed. As set forth in the Snow Removal Policy.

63 c. Jarvi shall remove snow on all roads to maximum depth of two inches and shall avoid
64 "crowns" of more than two inches at driveway entrances and on all roads, unless
65 otherwise communicated to Grizzly Peak. Jarvi shall provide and pay for all labor,
66 materials, and equipment, necessary for the proper completion of the work.

67 d. Jarvi will timely provide lien releases for any material, work, and labor Jarvi shall
68 pay and secure all licenses and permits necessary for proper completion of the
69 work.

70 e. Jarvi shall comply with all laws and ordinances, and the rules, regulations, or
71 orders of all public authorities relating to the performance of the work under this
72 contract.

73 f. Jarvi assumes full responsibility for acts, negligence, or omissions of himself, his
74 employees, agents, and subcontractors, and their employees and agents.

75 g. Jarvi has the duty of providing for and overseeing all safety precautions,
76 necessary for the reasonable safety of the work.

77 **4. Insurance.**

78 a. During the term of this contract, Jarvi agrees to and shall meet the Insurance and
79 Indemnification Requirements set forth on Exhibit B, the terms of which are
80 incorporated into this contract. Certificates of Insurance shall be provided to
81 Grizzly Peak on or before October 1 of each year during the term of this contract.

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5. Enforcement and Mediation.

- a. Either party may specifically enforce the provisions of the Agreement and/or pursue any other legal or equitable remedy.
- b. The parties agree that, prior to resorting to litigation, they will submit any controversy, claim, or dispute to non-binding mediation pursuant to current mediation practices in effect in Red Lodge, Montana. The parties agree to negotiate in good faith the selection of a neutral mediator and to share in the cost of mediation.

6. Miscellaneous

- a. This contract shall constitute the entire contract between the parties and any prior understanding shall not be binding upon either party. This agreement may be signed in facsimile counterparts or esignatures.
- b. Any modification of this contract shall be binding only if in writing signed by each party.
- c. In the event of any legal action required by either party, the successful party shall be entitled to attorney's fees and costs of suit expended.
- d. Any notice provided for or concerning this contract shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this contract.

Date: 5/16/22

Mike Jarvi / Mod Jack Tuckey, Inc

By: Mike Jarvi

Its: President
Authorized Member

Date: 113

Grizzly Peak Homeowners Association, Inc.

David Dyer
By: Authorized Officer of GPHOA

EXHIBIT A
Snow Removal Policy

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GPHOA pays to keep the roads under the following terms:

1. Plowing shall begin October 15 (beginning date) in the fall and end May 15 (ending date) in the following spring.
2. Plowing shall only occur within the above time frame when there is an accumulation of 4 inches of snow or more.
3. If there is an accumulation of snow before the beginning date or after the ending date, plowing shall occur only through written or verbal consent of the GPHOA President or a specific contact person delegated by the Board.

GPHOA pays the cost of plowing the following:

1. The County Road when it cannot be done by the County.
2. Pine View Trail up to Lot 42016.
3. All roads in the original 1960 platted map as follows:
 - a. Beaver Trail Loop
 - b. Willow Creek Road up to Lot 31005
 - c. Spruce Trail up to Lot 31010
 - d. Aspen Trail up to Lot 31215 and Lot 31303 if developed in future
 - e. Pine Trail up to Lot 31312
 - f. Kinikinic Trail up to Lot 20714

All roads will be plowed with a notch left at each cabin entrance for off road parking. Exceptions to the snow removal policy can be made only through written or verbal consent of the GPHOA President or a specific contact person delegated by the Board. Otherwise, any additional plowing is the responsibility of the person or persons who request the plowing and they will pay the contractor directly.

188 and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees,
189 consultants' fees, expert fees, losses or liability, in law or in equity, or every kind and nature
190 whatsoever arising out of or in connection with Jarvi's operation to be performed under this
191 agreement for, but not limited to, personal injury including, but not limited to, bodily injury,
192 emotional injury, sickness or disease, or death to persons and/or damage to property of anyone
193 (including loss of use thereof) caused or alleged to be caused by an act or omission of Jarvi or a
194 sub-contractor of the Jarvi or that of anyone employed by Jarvi or a sub-contractor or for whose
195 acts Jarvi or a sub- contractor may be liable.

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154 **EXHIBIT B**

155 **Insurance and Indemnification**

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158 General Liability - including completed operations coverage and contractual liability

159 \$1,000,000 Each Occurrence for Bodily Injury and Property Damage

160 \$2,000,000 General Aggregate

161 \$2,000,000 Products Completed Operations Aggregate

162
163 Comprehensive Automobile Liability

164 \$1,000,000 Each Accident

165 Including Hired/ Non-Owned Auto Liability

166
167 Workers' Compensation Coverage

168 Required (unless Independent Contractor Exemption is provided)

169
170 Employers Liability (Part B of Workers Compensation)

171 \$500,000 Each Accident

172 \$500,000 Each Employee

173 \$500,000 Policy Limit

174
175 Umbrella Coverage

176 \$1,000,000 (optional)

177
178 Additional Insured:

179 Grizzly Peak Homeowners Association, Inc. will be named as an additional insured on
180 the policies. This insurance is to be primary. All policies should contain a mutual waiver of
181 subrogation. If Jarvi should subcontract any of this work to a third party, it shall require that such
182 third party also shall carry insurance and furnish a copy to GPHOA. Certificates must be in
183 GPHOA possession prior to start of construction.

184
185 Indemnification:

186 To the fullest extent permitted by law, Jarvi shall defend, indemnify and hold harmless
187 Grizzly Peak Homeowners Association, Inc., including its officers, directors and agents from any



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2021

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 BRYAN HESS AGENCE PO BOX 157 618 E PIKE AVE COLUMBUS MT 59019	CONTACT NAME: BRYAN HESS PHONE (A/C No, Ext): 406-322-4876 E-MAIL ADDRESS: bhess@farmersagent.com	FAX (A/C, No): 406-322-9930
	INSURER(S) AFFORDING COVERAGE	
INSURED MICHAEL JARVI DBA: MUD DUCK TRUCKING PO BOX 835 RED LODGE MT 59068	INSURER A: UNITED STATES LIABILITY INSURANCE CO	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		Y Y	1935963B	05/23/2021	05/23/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ INC
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
INDIVIDUAL/TRUCK DRIVER

CERTIFICATE HOLDER	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 <i>Bryan Hess</i>

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Montana Department of LABOR & INDUSTRY

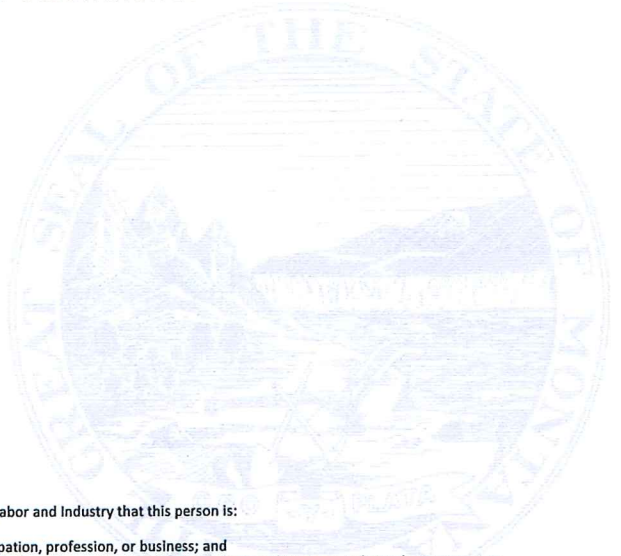
10/12/2021-10/11/2023 Trucking, Dirt, Gravel Relocation
END OF OCCUPATION LIST

INDEPENDENT CONTRACTOR EXEMPTION CERTIFICATE

IC#: 346193IC

Certificate Holder:

MICHAEL JARVI
PO BOX 835
RED LODGE, MT 59068



The certificate holder has sworn to the Department of Labor and Industry that this person is:

*engaged in an independently established trade, occupation, profession, or business; and
*free from control and direction by hiring agents over the performance of the person's services, both under contract and in fact, when working as an independent contractor

The named certificate holder has waived all rights and benefits under the Workers' Compensation Act of Montana and is not required to be personally covered by workers' compensation insurance while working as an independent contractor in the occupation(s) listed above.

See back for Important information



Montana Department of LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

MUD DUCK TRUCKING
BOX 835
RED LODGE, MT 59068

STATUS

No Employees - May Hire Exempt Workers Only

REGISTRATION NO.

236981

EFFECTIVE DATE

10/12/2021

EXPIRATION DATE

10/11/2023



Visit our website at mtcontractor.mt.gov or call the
Registration Section at 406-444-7734 for more information
or to verify the validity of this certificate.