

Minutes of Fergus Co. Commissioners Business Meeting
November 10, 2020 – 2:00 p.m.
Fergus County Commissioners
712 W Main St., Suite 210
Lewistown, MT 59457

Present Commissioner Sandy Youngbauer, Commissioner Carl Seilstad, Commissioner Ross Butcher and Clerk & Recorder Rana Wichman. Public present: See attached sheet.

CALL TO ORDER:

Commissioner Youngbauer called the meeting to order at 2:00 p.m. The agenda was amended to add Discussion and Action #5 – Federal Lands Highway Project Agreement.

APPROVAL OF MINUTES:

Commissioner Youngbauer asked if there were any alterations or corrections to the October 26, 2020 minutes. Hearing none, she stated the minutes stand approved as presented and will be on file with the Clerk and Recorder and on the Fergus County Website.

PUBLIC COMMENT ON AGENDA ITEMS: None

PUBLIC HEARING: None

BID OPENINGS:

- 1) Forest Grove Bridge Project: (All acknowledged Addendum #1, had Bid Bond, and Signed)
 - a) Battleridge Builders \$352,926.00
 - b) Smith River Construction \$356,840.75
 - c) TCA \$347,647.00
 - d) Timberline Contracting \$374,300.00
 - e) Dick Anderson Construction \$469,379.00
 - f) Sletten Construction \$351,929.00
 - g) First Mark Construction \$509,544.00
 - h) Century Companies \$366,052.50
 - i) COP Construction \$406,406.00

PERSONNEL ANNOUNCEMENTS:

- 1) County Attorney – Legal Assistant – FT/Perm
- 2) Sheriff's Department – Office Clerk – FT/Perm
- 3) Sheriff's Department – Detention Officer – FY/Perm

ANNOUNCEMENTS / REPORTS:

- 1) The Commissioners and John Anderson have been asked about Logan Ridge Road's status in regard to being a County road. They are working on getting road status information updated by doing resolutions.

DISCUSSION / ACTION ITEMS:

- 1) November 10, 2020 Claims: Commissioner Butcher moved to approve the November 10, 2020 claims. Commissioner Seilstad seconded. Passed unanimously.
- 2) Forest Grove Bridge Project: Commissioner Seilstad moved to have our Engineer take the bids back to their offices to review them. After receiving their recommendation, a decision will be made on awarding the bid.

- 3) Triangle Communications – Coffee Creek Fiber Optics: Commissioner Butcher moved to approve this Easement pending approval by John Anderson regarding having attained the proper permits. Commissioner Seilstad seconded. Passed unanimously.
- 4) Resolution 33-2020: Resolution Appointing Deputy Coroners: Commissioner Butcher moved to approve Resolution 33-2020 Appointing Deputy Coroners. Commissioner Seilstad seconded.
- 5) Federal Lands Highway Project Agreement: Commissioner Seilstad moved to approve the Federal Lands Highway Project Agreement. Commissioner Butcher seconded. Passed unanimously.

APPOINTMENTS: None

PUBLIC COMMENT:

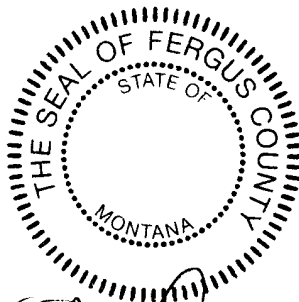
Commissioner Youngbauer stated that Richland County has done a resolution regarding the safe use of ATV's for children. It includes safety tips and is not regulatory.

NEXT MEETING DATES:

November 18, 2020 Wednesday, 5:15 p.m.	Regular Business Meeting	Fergus County Commissioners 712 W Main St., Suite 210 Lewistown, MT 59457
November 24, 2020 Monday, 10:00 a.m.	Regular Business Meeting	Fergus County Commissioners 712 W Main St., Suite 210 Lewistown, MT 59457
December 10, 2020 Thursday, 2:00 p.m.	Regular Business Meeting	Fergus County Commissioners 712 W Main St., Suite 210 Lewistown, MT 59457

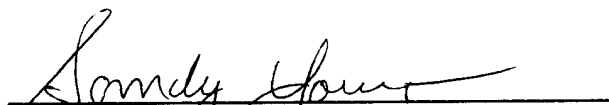
Reminder: Agenda items are due to the Commissioners 5 days prior to the meeting.
Meeting adjourned.

FERGUS COUNTY COMMISSIONERS:



Attest:


Rana J. Wichman, Clerk & Recorder


Sandy Youngbauer, Presiding Officer


Ross Butcher, Commissioner


Carl Seilstad, Commissioner

FERGUS COUNTY
FOREST GROVE BRIDGE BID OPENING
NOVEMBER 10, 2020 LETTING
2:00 P.M.

BID RANKING	CONTRACTOR	Acknowledge Addendum #1	Bid Bond	Signature	Total Contract Price
	ENGINEER'S ESTIMATE				\$289,310
	Rutteridge Builders	✓	✓	✓	352,926 ⁰⁰ —
	Smith River Const	✓	✓	✓	356,840 ⁷⁵ —
	TCA	✓	✓	✓	347,647 ⁰⁰ —
	Timberline Contracting	✓	✓	✓	374,300 ⁰⁰ —
	Dirck Anderson Const	✓	✓	✓	469,379 ⁰⁰ —
	Hetten Const	✓	✓	✓	351,929 ⁰⁰ —
	First Mark Const	✓	✓	✓	509,544 ⁰⁰ —
	Century Companies	✓	✓	✓	366,052 ⁵⁰ —
	COP Const	✓	✓	✓	406,406 ⁰⁰ —

Meeting Date: 11/10/2020

[illegible]

FERGUS COUNTY VOUCHER

Voucher No: 1040

Voucher Date: 11/06/2020

Prepared By: 

Printed: 11/09/2020 09:39:04 AM

FERGUS COUNTY is hereby authorized to draw warrants against FERGUS COUNTY funds for the sum of \$391,325.61 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2020 to June 30, 2021 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

SANDRA YOUNGBAUER PRESIDING OFFICER

ROSS BUTCHER COMMISSIONER

CARL SEILSTAD COMMISSIONER

FERGUS COUNTY

Fund		Amount
1000	GEN	\$92,153.75
2110	ROAD	\$170,499.94
2130	BRIDGE	\$2,463.20
2140	WEED	\$1,250.53
2160	FAIR	\$3,522.91
2180	DT/CRT	\$6,127.63
2250	PLAN	\$11.00
2272	CMHD	\$730.53
2274	EMP/R	\$16,488.61
2290	EXT SERV	\$63.98
2300	PUBLIC SAFETY	\$13,341.58
2393	RECORD PRES	\$2,831.98
2395	COMPUTER	\$6,000.77
2420	GAS TAX	\$2,851.52
2830	JUNK VEHICLE	\$101.74
2900	PILT	\$14,885.14
2972	F PLAN	\$1,488.19
2974	FAM PLAN FUNDRAISING	\$566.44
4401	CAPITAL IMPROVEMENTS GENERAL	\$4,813.95
4402	CAPITAL IMPROVEMENTS - ROAD	\$8,050.00
4403	CAPITAL PROJECTS-BRIDGE	\$40,212.00

Voucher No: 1040**Voucher Date: 11/06/2020**

Fund		Amount
5610	ARPT	\$2,714.14
7402	RECORD LIENS/CERT	\$156.08
		\$391,325.61

FERGUS COUNTY CLAIMS
11102020

Invoice	Inv. Date	Vendor	Detail Line Description	Account	Total
1022	10/22/2020	CITY OF LEWISTOWN	REMAINING OWED FOR JULY/AUGUST	1000.000.000.351035.000	\$4,244.28
10222020B	10/22/2020	CITY OF LEWISTOWN	FINES & FORFEITURES	1000.000.000.351035.000	\$4,220.55
				JUSTICE COURT	\$8,464.83
10282020	10/28/2020	SANDRA YOUNGBAUER	SERVICE 1 FOR EQUINOX	1000.000.001.410101.364	\$52.00
1102220	11/2/2020	SANDRA YOUNGBAUER	RT 49 DAIRY DR. TO HOBSON-ACKLEY LAKE	1000.000.001.410101.370	\$28.50
10242020	10/24/2020	CARL SEILSTAD	MENTAL HEALTH	1000.000.001.410101.370	\$150.65
10232020	10/23/2020	CARL SEILSTAD	MENTAL HEALTH	1000.000.001.410101.370	\$150.65
10212020	10/21/2020	CARL SEILSTAD	DELIVER BALLOT BOXES	1000.000.001.410101.370	\$51.18
10152020	10/15/2020	CARL SEILSTAD	NATIONAL HERITAGE	1000.000.001.410101.370	\$161.00
				COMMISSIONERS	\$593.98
6176800-102020	11/1/2020	MID-RIVERS TELEPHONE	SECURITY LINES	1000.000.002.411200.345	\$45.67
6553200-102020	11/1/2020	MID-RIVERS TELEPHONE	ATTORNEY'S INTERNET	1000.000.002.411200.345	\$89.50
9121800-102020	11/1/2020	MID-RIVERS TELEPHONE	COUNTYWIDE TELEPHONE	1000.000.002.411200.345	\$2,180.27
9865185880	10/18/2020	VERIZON WIRELESS	ACCT 642002382-0001	1000.000.002.411200.345	\$316.06
1314	11/2/2020	FERGUS COUNTY TREASURER	LIGHT DIST 2 & 18	1000.000.002.411200.540	\$310.52
2173	11/2/2020	FERGUS COUNTY TREASURER	LIGHT DISTRICT 18	1000.000.002.411200.540	\$647.32
3566	11/2/2020	FERGUS COUNTY TREASURER	DENTON SPEC	1000.000.002.411200.540	\$165.64
645	11/2/2020	FERGUS COUNTY TREASURER	LIGHT DIST 2 & 18	1000.000.002.411200.540	\$3,295.64
646	11/2/2020	FERGUS COUNTY TREASURER	LIGHT DIST 10	1000.000.002.411200.540	\$879.59
				COUNTYWIDE	\$7,930.21
20008223	10/14/2020	FIRST BANKCARD # 2909	Paper Clips	1000.000.003.410340.221	\$7.99
10827628	9/25/2020	FIRST BANKCARD # 2909	Wall Calendar	1000.000.003.410340.221	\$18.99
4756216	9/22/2020	FIRST BANKCARD # 2909	File Folders	1000.000.003.410340.221	\$28.72
8836231	9/18/2020	FIRST BANKCARD # 2909	Office Supplies	1000.000.003.410340.221	\$132.31
6175500-102020	10/29/2020	MID-RIVERS TELEPHONE	PHONE BILL	1000.000.003.410340.345	\$36.33
09282020	9/28/2020	BERKLEY STROH	WITNESS	1000.000.003.410340.392	\$454.25
				JUSTICE COURT	\$678.59
IN158298	10/16/2020	360 OFFICE SOLUTIONS	MONTHLY CONTRACT	1000.000.004.410501.221	\$32.03
				CLERK & RECORDER	\$32.03
11012020	11/1/2020	CREDIT BUREAU OF CENTRAL MONT	OCT PUBLIC RECORDS BULLITTEN	1000.000.006.410540.221	\$30.00
IN159048	10/26/2020	360 OFFICE SOLUTIONS	MAINTENANCE KIT	1000.000.006.410540.221	\$225.00
321235591b	9/28/2020	FIRST BANKCARD # 2909	Paper	1000.000.006.410540.221	\$107.97
				TREASURER'S	\$362.97
2020FEDGEN	11/3/2020	LITTLE BIG MEN PIZZA	PIZZA'S FOR TRADE CENTER JUDGES	1000.000.007.410601.221	\$180.00
CMV	10/29/2020	RANA J WICHMAN	ELECTION SUPPLIES	1000.000.007.410601.221	\$56.19
1168122	10/27/2020	ELECTION SYSTEMS & SOFTWARE	EXPRESS VOTE MEDIA RENTAL	1000.000.007.410601.221	\$285.00
94211	10/8/2020	EAGLE PRINTING & BUSINESS FORMS, LLC	VOTER REGISTRATION CARDS	1000.000.007.410601.221	\$115.00
10722	10/1/2020	MONTANA WEST PRINTING	POSTCARDS FOR NON-ABSENTEE	1000.000.007.410601.221	\$119.00
ALBERTSONS	10/1/2020	RANA J WICHMAN	ELECTION SUPPLIES	1000.000.007.410601.221	\$31.96
TOWN & COUNTRY	10/1/2020	RANA J WICHMAN	ELECTION SUPPLIES	1000.000.007.410601.221	\$43.69
1157989	9/28/2020	ELECTION SYSTEMS & SOFTWARE	BALLOT STOCK	1000.000.007.410601.221	\$7,390.16
94170	9/28/2020	EAGLE PRINTING & BUSINESS FORMS, LLC	VOTER REGISTRATION CARDS	1000.000.007.410601.221	\$115.00
10679427	9/22/2020	QUILL CORP	Election plastic seals	1000.000.007.410601.221	\$47.99
10709913	9/22/2020	QUILL CORP	Election labels	1000.000.007.410601.221	\$224.97
1164522	10/14/2020	ELECTION SYSTEMS & SOFTWARE	FIRMWARE LICENSING/MAINT	1000.000.007.410601.357	\$4,770.00

FERGUS COUNTY CLAIMS
11102020

1161474	10/8/2020	ELECTION SYSTEMS & SOFTWARE	1000.000.007.410601.357	\$1,361.00
1161500	10/8/2020	ELECTION SYSTEMS & SOFTWARE	1000.000.007.410601.357	\$1,298.50
1160536	10/7/2020	ELECTION SYSTEMS & SOFTWARE	1000.000.007.410601.357	\$2,896.62
			ELECTIONS	\$18,935.08
395442	10/29/2020	BRUCO INC.	1000.000.008.411201.210	\$177.75
23192	10/28/2020	NATIONAL LAUNDRY CO	1000.000.008.411201.210	\$86.71
1786094	2/26/6790	ALLIED 100	1000.000.008.411201.215	\$1,170.80
SC11356	10/20/2020	RINDAL OIL	1000.000.008.411201.221	\$5.00
4877046	10/1/2020	FIRST BANKCARD # 2909	1000.000.008.411201.221	\$7.98
102920-1	10/29/2020	FERGUS COUNTY ROAD DEPARTMENT	1000.000.008.411201.230	\$279.64
2016108	9/30/2020	RINDAL OIL	1000.000.008.411201.230	\$34.77
142128	11/14/2020	LEWISTOWN ACE HARDWARE	1000.000.008.411201.233	\$92.18
B414716	10/29/2020	TRUE VALUE	1000.000.008.411201.233	\$34.77
1700730	10/28/2020	HUBBARD FEEDS	1000.000.008.411201.233	\$44.30
141938	10/27/2020	LEWISTOWN ACE HARDWARE	1000.000.008.411201.233	\$3.18
175121	10/27/2020	LEWISTOWN LUMBER COMPANY	1000.000.008.411201.233	\$144.00
141930	10/26/2020	LEWISTOWN ACE HARDWARE	1000.000.008.411201.233	\$17.95
175109	10/26/2020	LEWISTOWN LUMBER COMPANY	1000.000.008.411201.233	\$48.00
1556-258616	10/23/2020	O'REILLY AUTO PARTS-LEWISTOWN	1000.000.008.411201.233	\$73.32
3884	10/22/2020	R & S EXTINGUISHERS	1000.000.008.411201.233	\$461.00
141769	10/20/2020	LEWISTOWN ACE HARDWARE	1000.000.008.411201.233	\$26.99
B414085	10/20/2020	TRUE VALUE	1000.000.008.411201.233	\$42.35
10172020	10/17/2020	ALPINE FLORAL	1000.000.008.411201.233	\$120.00
B413638	10/14/2020	TRUE VALUE	1000.000.008.411201.233	\$61.11
FCF&E11-15-20	10/9/2020	FIRST BANKCARD #3057	1000.000.008.411201.233	\$901.00
FCF&E11-15-20	10/9/2020	FIRST BANKCARD #3057	1000.000.008.411201.233	\$47.98
FCF&E11-15-20	10/4/2020	FIRST BANKCARD #3057	1000.000.008.411201.233	\$47.97
FCF&E11-15-20	9/30/2020	FIRST BANKCARD #3057	1000.000.008.411201.233	\$44.00
FCF&E11-15-20	9/30/2020	FIRST BANKCARD #3057	1000.000.008.411201.233	\$526.35
772971	8/12/2020	FRONTLINE AG SOLUTIONS	1000.000.008.411201.340	\$41.94
1859-00-10-2020	10/28/2020	LEWISTOWN WATER DEPT.	1000.000.008.411201.340	\$1,370.55
0320281-9-092020	9/25/2020	NORTHWESTERN ENERGY	1000.000.008.411201.361	\$444.01
327	10/27/2020	SNOWY MOUNTAIN PLUMBING	1000.000.008.411201.361	\$454.00
5147	10/22/2020	UNIVERSAL HEATING & COOLING	1000.000.008.411201.361	\$2,123.00
326	10/20/2020	SNOWY MOUNTAIN PLUMBING	1000.000.008.411201.361	\$386.50
5111	10/13/2020	UNIVERSAL HEATING & COOLING	1000.000.008.411201.361	\$85.00
983	10/7/2020	PEAK ELECTRIC	1000.000.008.411201.361	\$526.40
984	10/7/2020	PEAK ELECTRIC	1000.000.008.411201.361	\$643.13
			FACILITIES	\$10,573.63
1835436	10/7/2020	FIRST BANKCARD # 2909	1000.000.009.411101.221	\$14.99
1977007	9/23/2020	FIRST BANKCARD # 2909	1000.000.009.411101.221	\$152.82
8669811	9/18/2020	FIRST BANKCARD # 2909	1000.000.009.411101.221	\$4.88
0904-00-092020	10/28/2020	LEWISTOWN WATER DEPT.	1000.000.009.411101.340	\$101.36
1823187-8-102020	10/22/2020	NORTHWESTERN ENERGY	1000.000.009.411101.340	\$254.16
11302020	11/30/2020	CIARA BACKER	1000.000.009.411101.350	\$1,200.00
			ATTORNEY'S	\$1,728.21

FERGUS COUNTY CLAIMS

11102020

3946635	9/17/2020	FIRST BANKCARD # 2909	Batteries/Highlighter	1000.000.016.411200.214	\$22.01	\$22.01
11469348	10/28/2020	QUILL CORP	PROJECTOR FOR EOC	SECURITY		
10162020B	10/16/2020	FIRST BANKCARD #4340	EMPLOYEE SHIRTS	1000.000.017.420601.214	\$526.99	
10142020a	10/14/2020	FIRST BANKCARD #4340	MONITOR CABLE	1000.000.017.420601.221	\$222.00	
10142020b	10/14/2020	FIRST BANKCARD #4340	OFFICE CHAIR	1000.000.017.420601.221	\$24.69	
10012020	10/1/2020	FIRST BANKCARD #4340	GREAT FALLS TRIBUNE	1000.000.017.420601.221	\$179.99	
9302020	9/30/2020	FIRST BANKCARD #4340	EMERGENCY PLANNING SOCIETY MEMBERSHIP	1000.000.017.420601.336	\$8.99	
3849	10/29/2020	INTERNATIONAL PUBLIC SAFETY ASSOC	MEMBERSHIP	1000.000.017.420601.350	\$155.34	
10172020	10/17/2020	FIRST BANKCARD #4340	CONFERENCE PHONE MONTHLY CHARGE	1000.000.017.420601.357	\$1,000.00	
10162020A	10/16/2020	FIRST BANKCARD #4340	COVID-19 SIGNS	1000.000.017.420601.357	\$3.95	
4473583	10/1/2020	EVERBRIDGE, INC.	NIXLE	1000.000.017.420601.357	\$125.00	
92020	9/20/2020	FIRST BANKCARD #4340	MONTHLY CHARGE ZOOM	1000.000.017.420601.357	\$6,500.00	
9282020	9/28/2020	FIRST BANKCARD #4340	TRAINING G191	1000.000.017.420601.380	\$15.55	
				DES	\$120.00	\$8,882.50
7014857733	10/26/2020	MERCK SHARP & DOHME CORPORATION	HPV9	1000.000.020.440101.229	\$4,467.75	
8253325824	10/26/2020	GLAXO SMITH KLINE	SHINGRIX/BEXSERO/BOOSTRIX/HAVRIX	1000.000.020.440101.229	\$10,040.28	
915706620	10/20/2020	SANOFI PASTEUR INC.	FLUZONE HD	1000.000.020.440101.229	\$14,220.69	
8253311441	10/12/2020	GLAXO SMITH KLINE	SHINGRIX	1000.000.020.440101.229	\$2,908.44	
9190094155	10/27/2020	QUEST DIAGNOSTICS	LAB TESTING	1000.000.020.440101.354	\$14.50	
				NURSE		\$31,651.66
34281939	11/26/2020	SAFEGUARD BUSINESS SYSTEMS	AP Claims Checks	1000.000.029.410510.221	\$383.50	
8749003	10/13/2020	FIRST BANKCARD # 2909	File Folders	1000.000.029.410510.221	\$17.38	
10082020	10/8/2020	FIRST BANKCARD # 2909	AA Batteries	1000.000.029.410510.221	\$12.99	
1300263	9/30/2020	FIRST BANKCARD # 2909	HP Toner Cartridge	1000.000.029.410510.221	\$99.78	
				FINANCE		\$513.65
321935156	10/2/2020	FIRST BANKCARD # 2909	Paper	1000.000.029.410511.221	\$359.90	
				PROCUREMENT		\$359.90
10202020	10/20/2020	FIRST BANKCARD #3630	AMAZON/ALBERTSONS SUPPLIES	1000.000.173.440101.214	\$1,424.50	
				COVID-NURSE		\$1,424.50
GFCR0042568	11/2/2020	TRACTOR & EQUIPMENT	CREDIT	2110.000.027.430201.221	-\$906.78	
38-35294	10/30/2020	CUMMINS ROCKY MOUNTAIN LLC	TRUCK 1	2110.000.027.430201.221	\$2,317.66	
728005	10/29/2020	FERGUS AUTO PARTS	TRUCK 3	2110.000.027.430201.221	\$269.75	
1552-511570	10/28/2020	CARQUEST AUTO PARTS	AIR COMPRESSOR	2110.000.027.430201.221	\$13.11	
GFC0394738	10/28/2020	TRACTOR & EQUIPMENT	382	2110.000.027.430201.221	\$322.24	
1552-511439	10/27/2020	CARQUEST AUTO PARTS	TRUCK 1	2110.000.027.430201.221	\$227.88	
500359	10/27/2020	BIG SKY FIRE EQUIPMENT	water truck	2110.000.027.430201.221	\$64.95	
GFC0394690	10/27/2020	TRACTOR & EQUIPMENT	369	2110.000.027.430201.221	\$224.33	
38-35059	10/26/2020	CUMMINS ROCKY MOUNTAIN LLC	TRUCK 1	2110.000.027.430201.221	\$66.04	
C252132673:02	10/26/2020	I STATE TRUCK CENTER	TRUCK 4	2110.000.027.430201.221	\$38.76	
GFC0394638	10/26/2020	TRACTOR & EQUIPMENT	SHOP	2110.000.027.430201.221	\$151.60	
1552-511002	10/22/2020	CARQUEST AUTO PARTS	8-683	2110.000.027.430201.221	\$231.19	
1552-511039	10/22/2020	CARQUEST AUTO PARTS	TRUCK1	2110.000.027.430201.221	\$1.80	
1552-511047	10/22/2020	CARQUEST AUTO PARTS	8-32334	2110.000.027.430201.221	\$28.38	
1552-511056	10/22/2020	CARQUEST AUTO PARTS	8-669	2110.000.027.430201.221	\$9.79	
A189455	10/22/2020	TRUE VALUE	SHOP SUPPLIES	2110.000.027.430201.221	\$15.99	

FERGUS COUNTY CLAIMS

11102020

727483	10/21/2020	FERGUS AUTO PARTS	2110.000.027.430201.221	\$36.81
C252132673:01	10/21/2020	I STATE TRUCK CENTER	2110.000.027.430201.221	\$38.26
GFC0394510	10/21/2020	TRACTOR & EQUIPMENT	2110.000.027.430201.221	\$54.42
01P120461	10/20/2020	MONTANA PETERBILT	2110.000.027.430201.221	\$952.55
1552-510694	10/20/2020	CARQUEST AUTO PARTS	2110.000.027.430201.221	\$299.95
1552-510754	10/20/2020	CARQUEST AUTO PARTS	2110.000.027.430201.221	\$103.48
727423	10/20/2020	FERGUS AUTO PARTS	2110.000.027.430201.221	\$93.49
A189378	10/20/2020	TRUE VALUE	2110.000.027.430201.221	\$59.52
GFCR0042529	10/19/2020	TRACTOR & EQUIPMENT	2110.000.027.430201.221	-\$983.65
GFC0394409	10/19/2020	TRACTOR & EQUIPMENT	2110.000.027.430201.221	\$1,123.10
GFC0394410	10/19/2020	TRACTOR & EQUIPMENT	2110.000.027.430201.221	\$327.45
23848	10/15/2020	NORMONT EQUIPMENT CO.	2110.000.027.430201.221	\$878.32
14704699GP	10/13/2020	TITAN MACHINERY - BILLINGS	2110.000.027.430201.221	\$416.71
1552-509548	10/8/2020	CARQUEST AUTO PARTS	2110.000.027.430201.221	-\$50.00
1552-509550	10/8/2020	CARQUEST AUTO PARTS	2110.000.027.430201.221	\$67.59
GFC0393941	10/5/2020	TRACTOR & EQUIPMENT	2110.000.027.430201.221	\$2,904.48
1552-511335	10/26/2020	CARQUEST AUTO PARTS	2110.000.027.430201.228	\$135.89
879319	10/26/2020	MOORE FARMERS OIL CO	2110.000.027.430201.230	\$150.71
ID1145	10/6/2020	CHS BIG SKY	2110.000.027.430201.230	\$85.58
237693-00	10/26/2020	QUALITY TIRE	2110.000.027.430201.235	\$14,401.80
6495	11/3/2020	TOWN OF MOORE	2110.000.027.430201.340	\$74.02
182-00-102020	11/2/2020	TOWN OF WINIFRED	2110.000.027.430201.340	\$65.00
2008944	11/1/2020	TOWN OF DENTON	2110.000.027.430201.340	\$69.20
315	10/31/2020	ROY WATER & SEWER	2110.000.027.430201.340	\$45.00
2681-00-092020	10/28/2020	LEWISTOWN WATER DEPT.	2110.000.027.430201.340	\$65.83
154311	10/27/2020	LEWISTOWN PROPANE	2110.000.027.430201.340	\$120.00
0325287-1-102020	10/23/2020	NORTHWESTERN ENERGY	2110.000.027.430201.340	\$13.78
0318562-6-102020	10/22/2020	NORTHWESTERN ENERGY	2110.000.027.430201.340	\$689.44
0324976-0-102020	10/22/2020	NORTHWESTERN ENERGY	2110.000.027.430201.340	\$30.57
6870000-102020	11/1/2020	MID-RIVERS TELEPHONE	2110.000.027.430201.345	\$199.76
4063501535-102020	10/25/2020	JOHN ANDERSON	2110.000.027.430201.345	\$38.14
878	11/4/2020	US POSTAL SERVICE	2110.000.027.430201.350	\$144.00
23185	10/28/2020	NATIONAL LAUNDRY CO	2110.000.027.430201.350	\$7.50
GLFE14035272	10/21/2020	MACo CLAIMS DEPARTMENT	2110.000.027.430201.350	\$1,000.00
73254	9/30/2020	LEWISTOWN NEWS-ARGUS	2110.000.027.430201.350	\$14.00
16674	11/1/2020	SNOWY MOUNTAIN LOCK & DOOR	2110.000.027.430201.360	\$120.00
GFWO0097471	10/29/2020	TRACTOR & EQUIPMENT	2110.000.027.430201.360	\$536.90
164261	10/27/2020	FABIAN S MACHINE & WELD	2110.000.027.430201.360	\$18.00
164249	10/22/2020	FABIAN S MACHINE & WELD	2110.000.027.430201.360	\$87.00
30070004565	10/16/2020	TIRE-RAMA LEWISTOWN	2110.000.027.430201.360	\$218.00
5940150	10/20/2020	BLOEDORN LUMBER	2110.000.027.430201.361	\$246.78
5940195	10/20/2020	BLOEDORN LUMBER	2110.000.027.430201.361	\$23.87
205	10/22/2020	BISHOP INC	2110.000.027.430201.390	\$142,500.00
		ROAD		\$170,499.94
7431026	10/31/2020	AMERICAN WELDING & GAS	2130.000.034.430244.221	\$412.19
402426	10/28/2020	FLEET WHOLESale SUPPLY	2130.000.034.430244.221	\$38.00

FERGUS COUNTY CLAIMS
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1552-151886	10/21/2020	CARQUEST AUTO PARTS	TOOLS	2130.000.034.430244.221	\$5.51
401207	10/21/2020	FLEET WHOLESAL SUPPLY	SUPPLIES	2130.000.034.430244.221	\$8.70
71598459	10/15/2020	TIFCO INDUSTRIES INC	SUPPLIES	2130.000.034.430244.221	\$322.95
1552-510140	10/14/2020	CARQUEST AUTO PARTS	SHOP	2130.000.034.430244.221	\$50.56
71593933	10/1/2020	TIFCO INDUSTRIES INC	SUPPLIES	2130.000.034.430244.221	\$394.21
5031568436	9/24/2020	CINTAS	SUPPLIES	2130.000.034.430244.221	\$61.99
10871	10/15/2020	EHLERT BROS	FUEL (WINIFRED)	2130.000.034.430244.230	\$179.00
10866	10/14/2020	EHLERT BROS	FUEL (WINIFRED)	2130.000.034.430244.230	\$255.75
10863	10/13/2020	EHLERT BROS	FUEL (WINIFRED)	2130.000.034.430244.230	\$211.34
10864	10/13/2020	EHLERT BROS	FUEL (WINIFRED)	2130.000.034.430244.230	\$270.00
10817	10/1/2020	EHLERT BROS	FUEL (WINIFRED)	2130.000.034.430244.230	\$147.00
12374	10/8/2020	LE CLEANER LLC	MATS	2130.000.034.430244.350	\$53.00
12373	9/24/2020	LE CLEANER LLC	MATS	2130.000.034.430244.350	\$53.00
			BRIDGE		\$2,463.20
141777	10/20/2020	LEWISTOWN ACE HARDWARE	SUPPLIES	2140.000.038.431101.214	\$63.58
1556-259692	11/2/2020	O'REILLY AUTO PARTS-LEWISTOWN	ANTIFREEZE	2140.000.038.431101.215	\$107.82
141952	10/27/2020	LEWISTOWN ACE HARDWARE	VALVES	2140.000.038.431101.215	\$8.99
102920-2	10/29/2020	FERGUS COUNTY ROAD DEPARTMENT	FUEL	2140.000.038.431101.230	\$935.49
1856908-7-102020	11/9/2020	NORTHWESTERN ENERGY	ENERGY	2140.000.038.431101.340	\$26.56
3184-00-092020	10/28/2020	LEWISTOWN WATER DEPT.	WATER & SEWER	2140.000.038.431101.340	\$29.17
6178100-102020	11/1/2020	MID-RIVERS TELEPHONE	PHONE & INTERNET	2140.000.038.431101.345	\$67.33
812020	8/1/2020	FIRST BANKCARD # 4785	WASH MACHINE GEAR	2140.000.038.431101.360	\$11.59
			WEED		\$1,250.53
11042020	11/4/2020	LISA LUCAS	REFUND RV STORAGE	2160.000.000.346051.000	\$290.00
FCF&E11-15-20	10/14/2020	FIRST BANKCARD #3057	CARROT-TOP FLAGS	2160.000.041.460201.214	\$92.37
FCF&E11-15-20	10/11/2020	FIRST BANKCARD #3057	AMAZON PRIME MONTHLY	2160.000.041.460201.214	\$12.99
FCF&E11-15-20	10/1/2020	FIRST BANKCARD #3057	AMAZON RECORDERS	2160.000.041.460201.214	\$73.56
321235591	9/28/2020	FIRST BANKCARD # 2909	Paper	2160.000.041.460201.214	\$35.99
FCF&E11-15-20	10/5/2020	FIRST BANKCARD #3057	DEPT OF REV. LODGING TAX	2160.000.041.460201.221	\$558.35
102920-1	10/29/2020	FERGUS COUNTY ROAD DEPARTMENT	GAS	2160.000.041.460201.230	\$133.76
73256	9/30/2020	LEWISTOWN NEWS-ARGUS	HELP WANTED-MAINT	2160.000.041.460201.338	\$5.00
0322070-4-092020	9/25/2020	NORTHWESTERN ENERGY	PARK/MAIN GATE	2160.000.041.460201.340	\$5.80
0322072-0-092020	9/25/2020	NORTHWESTERN ENERGY	BLDG/AG BUILDING	2160.000.041.460201.340	\$67.05
0322073-8-092020	9/25/2020	NORTHWESTERN ENERGY	CENTER/TRADE CENTER	2160.000.041.460201.340	\$260.23
0322074-6-092020	9/25/2020	NORTHWESTERN ENERGY	CMNA	2160.000.041.460201.340	\$119.92
0322075-3-092020	9/25/2020	NORTHWESTERN ENERGY	ARENA 1	2160.000.041.460201.340	\$238.90
0322076-1-092020	9/25/2020	NORTHWESTERN ENERGY	ARENA 2	2160.000.041.460201.340	\$18.78
0621270-8-092020	9/25/2020	NORTHWESTERN ENERGY	LT/LIGHTS	2160.000.041.460201.340	\$17.31
0655993-4-092020	9/25/2020	NORTHWESTERN ENERGY	SGNL	2160.000.041.460201.340	\$5.80
0673764-7-092020	9/25/2020	NORTHWESTERN ENERGY	GATE 2	2160.000.041.460201.340	\$46.40
0903587-4-092020	9/25/2020	NORTHWESTERN ENERGY	STRG	2160.000.041.460201.340	\$46.46
1969369-6-092020	9/25/2020	NORTHWESTERN ENERGY	RV EAST	2160.000.041.460201.340	\$10.24
3070884-6-092020	9/25/2020	NORTHWESTERN ENERGY	RV WEST	2160.000.041.460201.340	\$204.08
3368617-1-092020	9/25/2020	NORTHWESTERN ENERGY	THREE PHASE POWER	2160.000.041.460201.340	\$8.40
1861-00-10-2020	10/28/2020	LEWISTOWN WATER DEPT.	WATER	2160.000.041.460201.341	\$939.79
186151-00-10-2020	10/28/2020	LEWISTOWN WATER DEPT.	SEWER	2160.000.041.460201.341	\$83.93

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6141000-092020	10/1/2020	MID-RIVERS TELEPHONE	10/1/2020	INTERNET	2160.000.041.460201.345	\$77.80
88835-1	10/6/2020	LEWISTOWN RENTAL	10/6/2020	AIR COMPRESSOR	2160.000.041.460201.530	\$170.00
37128	10/29/2020	MONTANA LEGISLATIVE SERVICES DIVISION	10/29/2020	2020 MCA ANNOTATIONS	FAIRGROUNDS	\$3,522.91
2881815	9/28/2020	FIRST BANKCARD # 2909	9/28/2020	Storage Cabinet	2180.000.043.410330.221	\$425.00
3657040	9/28/2020	FIRST BANKCARD # 2909	9/28/2020	Storage Cabinet	2180.000.043.410330.221	\$604.97
503456	9/23/2020	FIRST BANKCARD # 2909	9/23/2020	Filters	2180.000.043.410330.221	\$441.73
1246629	9/18/2020	FIRST BANKCARD # 2909	9/18/2020	Prong Fasteners	2180.000.043.410330.221	\$118.80
518	10/12/2020	ASPEN ASSESSMENT & COUNSELING SERV	10/12/2020	DI-2016-06	2180.000.043.410330.221	\$17.37
515	10/6/2020	ASPEN ASSESSMENT & COUNSELING SERV	10/6/2020	DI-2016-06	2180.000.043.410375.352	\$850.00
516	10/6/2020	ASPEN ASSESSMENT & COUNSELING SERV	10/6/2020	DI-2020-21	2180.000.043.410375.352	\$750.00
421149	10/20/2020	CFS PRODUCTS	10/20/2020	PASSPORT SUPPLIES	2180.000.079.410331.221	\$2,650.00
10709503	9/17/2020	FIRST BANKCARD # 2909	9/17/2020	Copy Paper	2180.000.079.410331.221	\$143.80
0	9/17/2020	FIRST BANKCARD #1646	9/17/2020	Car Wash	DIST. COURT	\$125.96
1789210	10/25/2020	LEHRKIND'S BIG SPRING	10/25/2020	WATER BOTTLE SERVICE	2250.000.116.411001.364	\$11.00
125957102001	9/23/2020	OFFICE DEPOT BUSINESS ACCT #1095	9/23/2020	MOUNTED COPY HOLDERS	PLANNING	\$11.00
125957802001	9/23/2020	OFFICE DEPOT BUSINESS ACCT #1095	9/23/2020	MOUSE FOR LAPTOP	2272.000.148.440105.214	\$5.25
123262750001	9/14/2020	OFFICE DEPOT BUSINESS ACCT #1095	9/14/2020	TEA	2272.000.148.440105.221	\$17.99
20338538	11/1/2020	COMDATA - XH929	11/1/2020	FUEL-EH	2272.000.148.440105.230	\$34.09
92220	9/22/2020	FIRST BANKCARD #6392	9/22/2020	POSTAL SERVICE	2272.000.148.440105.311	\$52.82
9865196800	10/18/2020	VERIZON WIRELESS	10/18/2020	CELL PHONE	2272.000.148.440105.345	\$13.90
100520	10/5/2020	FIRST BANKCARD #8388	10/5/2020	CLEARFLY	2272.000.148.440105.345	\$37.00
252	10/31/2020	RBK CONSULTING, LLC	10/31/2020	SURVEY AND SUBDIVISION REVIEW	2272.000.148.440105.390	\$48.48
8253140898	3/12/2020	GLAXO SMITH KLINE	3/12/2020	BEXSERO VACCINES	CMHD - ENVIRONMENTAL	\$510.00
101320	10/13/2020	FIRST BANKCARD #8388	10/13/2020	AVAILITY	2274.000.156.440110.229	\$4,473.95
1789210	10/25/2020	LEHRKIND'S BIG SPRING	10/25/2020	WATER BOTTLE SERVICE	2274.000.158.440110.221	\$79.00
268793	10/23/2020	NACCHO	10/23/2020	MEMBERSHIP DUES	2274.000.159.440110.214	\$11.00
6575200-102020	11/1/2020	MID-RIVERS TELEPHONE	11/1/2020	INTERNET	2274.000.159.440110.221	\$240.00
100520	10/5/2020	FIRST BANKCARD #8388	10/5/2020	CLEARFLY	2274.000.159.440110.345	\$57.75
92320	9/23/2020	FIRST BANKCARD #6392	9/23/2020	NATIONAL ACADEMY OF SPORT	2274.000.159.440110.345	\$48.47
69886-DR	10/30/2020	FIRST CALL COMPUTER SOLUTIONS, INC.	10/30/2020	REPLACE PHEP SERVER	2274.000.166.440110.320	\$89.00
2829	11/1/2020	ROUNDUP RECORD TRIBUNE	11/1/2020	EMPLOYMENT ADV.	2274.000.173.440110.214	\$10,834.76
715	10/29/2020	THE TIMES CLARION	10/29/2020	AD-FLU CLINICS	2274.000.173.440110.221	\$22.00
713	10/22/2020	THE TIMES CLARION	10/22/2020	AD-FLU CLINICS	2274.000.173.440110.221	\$45.00
709	10/15/2020	THE TIMES CLARION	10/15/2020	AD-FLU CLINICS	2274.000.173.440110.221	\$87.75
708	10/8/2020	THE TIMES CLARION	10/8/2020	AD-FLU CLINICS	2274.000.173.440110.221	\$81.00
100320	10/3/2020	FIRST BANKCARD #6392	10/3/2020	LOGMEIN	2274.000.173.440110.221	\$90.00
20338539	11/1/2020	COMDATA CM157	11/1/2020	FUEL-COVID	2274.000.173.440110.230	\$5.19
101920	10/19/2020	FIRST BANKCARD #6392	10/19/2020	CERTIFIED MAIL	2274.000.173.440110.311	\$84.89
101520	10/15/2020	FIRST BANKCARD #6392	10/15/2020	AMAZON	2274.000.173.440110.350	\$7.20
101420	10/14/2020	FIRST BANKCARD #6392	10/14/2020	AMAZON	2274.000.173.440110.350	\$34.99
101320A	10/13/2020	FIRST BANKCARD #6392	10/13/2020	SEES CANDIES	2274.000.173.440110.350	\$23.99
101320B	10/13/2020	FIRST BANKCARD #6392	10/13/2020	ALPINE FLORAL	2274.000.173.440110.350	\$37.20
						\$48.49

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101320C	10/13/2020	FIRST BANKCARD #6392	ALPINE FLORAL	2274.000.173.440110.350	\$86.98
9212020	9/21/2020	FIRST BANKCARD # 2909	Space Heater	CMHD - PUBLIC	\$16,488.61
10192020	10/19/2020	FIRST BANKCARD #5113	UPS - EVIDENCE	EXTENSION	\$63.98
10162020	10/16/2020	FIRST BANKCARD #5113	SHIPPING CENTER - EVIDENCE	2300.000.014.420101.220	\$17.61
10152020	10/15/2020	FIRST BANKCARD #5113	STAPLES REFUND	2300.000.014.420101.220	\$20.25
10132020	10/13/2020	FIRST BANKCARD #5113	AMAZON OFFICE SUPPLIES	2300.000.014.420101.220	-\$61.70
10102020	10/10/2020	FIRST BANKCARD #5113	STAPLES	2300.000.014.420101.220	\$25.99
10072020	10/7/2020	FIRST BANKCARD #5113	AMAZON OFFICE SUPPLIES	2300.000.014.420101.220	\$60.13
10062020	10/6/2020	FIRST BANKCARD #5113	AMAZON OFFICE SUPPLIES	2300.000.014.420101.220	\$41.83
3497020	10/6/2020	FIRST BANKCARD # 2909	Paper	2300.000.014.420101.220	\$144.95
627577	10/6/2020	FIRST BANKCARD # 2909	Credit	2300.000.014.420101.220	\$68.30
10012020	10/1/2020	FIRST BANKCARD #5113	STAPLES	2300.000.014.420101.220	-\$45.99
321235591c	9/28/2020	FIRST BANKCARD # 2909	Paper	2300.000.014.420101.220	\$147.24
5713039	9/28/2020	FIRST BANKCARD # 2909	Paper	2300.000.014.420101.220	\$215.94
09252020	9/25/2020	FIRST BANKCARD #5113	STAPLES	2300.000.014.420101.220	\$45.99
09192020	9/19/2020	FIRST BANKCARD #5113	AMAZON REFUND	2300.000.014.420101.220	\$153.94
09182020	9/18/2020	FIRST BANKCARD #5113	SHIPPING CENTER	2300.000.014.420101.220	-\$69.99
59820-1	10/14/2020	BALCO UNIFORM CO INC	PANTS/MAGPUL	2300.000.014.420101.220	\$13.00
59942-1	10/14/2020	BALCO UNIFORM CO INC	MAGPUL	2300.000.014.420101.227	\$279.00
59231-2	10/7/2020	BALCO UNIFORM CO INC	KINETIC PANT	2300.000.014.420101.227	\$20.40
59743-1	10/14/2020	BALCO UNIFORM CO INC	PANTS/SHIRT/EMBLEMS	2300.000.014.420101.229	\$80.09
5688-2	4/14/2020	BALCO UNIFORM CO INC	PANTS	2300.000.014.420101.229	\$466.20
68388917	10/31/2020	WEX BANK #0496-00-336246-4	RETAIL FUEL	2300.000.014.420101.230	\$35.00
6176300-102020	11/1/2020	MID-RIVERS TELEPHONE	PHONE	2300.000.014.420101.345	\$2,111.15
5540500-102020	11/1/2020	MID-RIVERS TELEPHONE	INTERNET	2300.000.014.420101.346	\$781.59
7452700-102020	11/1/2020	MID-RIVERS TELEPHONE	INTERNET	2300.000.014.420101.346	\$352.90
70226654	10/26/2020	COMPUTERS PLUS	SERVICE ON COMPUTER	2300.000.014.420101.350	\$21.95
2021-09-021	10/1/2020	CASCADE COUNTY REGIONAL YOUTH SERVICES	YOUTH TRANSPORT	2300.000.014.420101.350	\$30.00
1556-257396	10/28/2020	O'REILLY AUTO PARTS-LEWISTOWN	WIPER FLUID	2300.000.014.420101.364	\$400.79
69668	11/1/2020	FIRST CALL COMPUTER SOLUTIONS, INC.	ADVANCED SECURITY AGREEMENT	2300.000.014.420101.398	\$19.96
1974-00-092020	10/28/2020	LEWISTOWN WATER DEPT.	WATER & SEWER	2300.000.015.420230.340	\$731.48
0318591-5-102020	10/22/2020	NORTHWESTERN ENERGY	UTILITIES FOR HELLER	2300.000.015.420230.340	\$494.63
0322534-9-102020	10/22/2020	NORTHWESTERN ENERGY	UTILITIES FOR COMPLEX	2300.000.015.420230.340	\$8.40
INV0015022	9/2/2020	SECURUS TECHNOLOGIES, INC	INMATE PHONE CARDS	2300.000.015.420230.345	\$1,577.83
110332020	11/3/2020	CORRECTIONAL RISK SERVICES, INC	INMATE MEDICAL	2300.000.015.420230.354	\$645.82
103032020	10/30/2020	STATE OF MONTANA - AUTOPSY	FULL AUTOPSY - KOTECKI	2300.000.019.420801.354	\$306.90
10302020B	10/30/2020	STATE OF MONTANA - AUTOPSY	FULL AUTOPSY - FERRIN	2300.000.019.420801.354	\$1,500.00
10212020	10/21/2020	CREEL FUNERAL HOME, INC.	REMOVAL - FERRIN	2300.000.019.420801.357	\$1,500.00
10092020	10/9/2020	CREEL FUNERAL HOME, INC.	REMOVAL-KOTECKI	2300.000.019.420801.357	\$200.00
10042020	10/4/2020	CREEL FUNERAL HOME, INC.	STORAGE - MARQUARDT	2300.000.019.420801.357	\$200.00
10032020	10/3/2020	CREEL FUNERAL HOME, INC.	REMOVAL - MARQUARDT	2300.000.019.420801.357	\$100.00
10212020	10/21/2020	CREEL FUNERAL HOME, INC.	AUTOPSY TRANSPORT - FERRIN	2300.000.019.420801.358	\$200.00
10102020	10/10/2020	CREEL FUNERAL HOME, INC.	AUTOPSY TRANSPORT-KOTECKI	2300.000.019.420801.358	\$250.00
			PUBLIC SAFETY		\$13,341.58

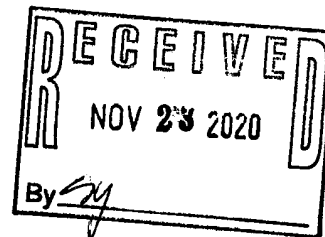
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1802540	10/23/2020	RINDAL FUEL, LLC	GAS	5610.000.068.430301.232	\$665.79
3303-00-092020	11/6/2020	LEWISTOWN WATER DEPT.	ARFF BUILDING	5610.000.068.430301.340	\$35.56
0023-00-092020	11/5/2020	LEWISTOWN WATER DEPT.	BUS BARN	5610.000.068.430301.340	\$40.72
0143-00-092020	11/4/2020	LEWISTOWN WATER DEPT.	MPA	5610.000.068.430301.340	\$35.56
0064-00-092020	11/3/2020	LEWISTOWN WATER DEPT.	TERMINAL	5610.000.068.430301.340	\$47.86
0318564-2-102020	11/3/2020	NORTHWESTERN ENERGY	1660 AIRPORT	5610.000.068.430301.340	\$5.35
0318580-8-102020	11/3/2020	NORTHWESTERN ENERGY	100 GULF STREAM	5610.000.068.430301.340	\$34.44
0318581-6-102020	11/3/2020	NORTHWESTERN ENERGY	190 TERMINAL DR. RSTR	5610.000.068.430301.340	\$9.42
0318582-4-102020	11/3/2020	NORTHWESTERN ENERGY	190 TERMINAL DR. BUILD	5610.000.068.430301.340	\$558.34
0318585-7-102020	11/3/2020	NORTHWESTERN ENERGY	100 TERMINAL	5610.000.068.430301.340	\$48.61
0597869-7-102020	11/3/2020	NORTHWESTERN ENERGY	200 1/2 GULF STREAM	5610.000.068.430301.340	\$12.90
1125865-4-102020	11/3/2020	NORTHWESTERN ENERGY	137-E AZTEC	5610.000.068.430301.340	\$14.91
1197951-5-102020	11/3/2020	NORTHWESTERN ENERGY	120 TERMINAL	5610.000.068.430301.340	\$5.80
1225375-3-102020	11/3/2020	NORTHWESTERN ENERGY	151 HORIZON	5610.000.068.430301.340	\$15.19
1342996-4-102020	11/3/2020	NORTHWESTERN ENERGY	1002 AIRPORT	5610.000.068.430301.340	\$12.81
1395590-1-102020	11/3/2020	NORTHWESTERN ENERGY	139 W. AZTEC	5610.000.068.430301.340	\$13.64
1804640-9-102020	11/3/2020	NORTHWESTERN ENERGY	410 SKYLINE	5610.000.068.430301.340	\$17.43
1819623-8-102020	11/3/2020	NORTHWESTERN ENERGY	390 STRATOSPHERE	5610.000.068.430301.340	\$14.92
1819624-6-102020	11/3/2020	NORTHWESTERN ENERGY	390 STRATOSPHERE	5610.000.068.430301.340	\$24.52
315605-3-102020	11/3/2020	NORTHWESTERN ENERGY	304 SKYLINE	5610.000.068.430301.340	\$17.30
3318931-7-102020	11/3/2020	NORTHWESTERN ENERGY	150 CITATION	5610.000.068.430301.340	\$59.48
3740752-5-102020	11/3/2020	NORTHWESTERN ENERGY	350 SKYLINE	5610.000.068.430301.340	\$6.81
6178000-102020	11/3/2020	MID-RIVERS TELEPHONE	PHONE & INTERNET	5610.000.068.430301.345	\$102.36
103120	11/3/2020	JOSH JOHNSON	UJOINTS/MARKER LIGHT	5610.000.068.430301.364	\$802.49
1556-25539	11/3/2020	O'REILLY AUTO PARTS-LEWISTOWN	DEGREASER	5610.000.068.430301.364	\$15.99
1556-257302	11/3/2020	O'REILLY AUTO PARTS-LEWISTOWN	16 GAL MOTOR OIL	5610.000.068.430301.364	\$95.94
2657034	10/31/2020	MONTANA INTERACTIVE	DOJ TRP ISSUANCES	AIRPORT	\$2,714.14
				7402.000.000.212200.000	\$156.08
				AGENCY-TREASURER	\$156.08
				TOTAL:	\$391,325.61
					\$391,325.61



November 17, 2020

Fergus County Commissioners
County Courthouse
712 West Main Street
Lewistown, MT 59457-2562



Subject: Forest Grove Bridge

Commissioners:

Enclosed you will find the Agreement Form, the Payment Bond, the Performance Bond, and the Certificate of Liability Insurance for the Forest Grove Bridge project.

Please fill out the information and sign all three copies the Agreement Form (page 7). One copy of the Agreement Form, the Performance Bond, the Payment Bond, and the Certificate of Liability Insurance are for the Fergus County Records, and will remain in your project files. Please return two copies of the Agreement Form to Stahly Engineering, one for our files and one for the Contractor, TCA, Inc. Stahly Engineering and TCA, Inc. have copies of the Performance Bond and the Certificate of Liability.

I will be issuing the Notice to Proceed once I have received a schedule from TCA, Inc.

Please call if you have any questions or concerns.

Sincerely,

STAHLY ENGINEERING & ASSOCIATES, INC.

A handwritten signature in cursive script that reads "Nate Peressini".

Nate Peressini, PE
Project Engineer

Enclosures

**SECTION 00500
AGREEMENT FORM**

This Agreement is dated as of the _____ day of _____ in the year 2020, by and between Fergus County, hereinafter called "OWNER" and TCA, Inc. hereinafter called CONTRACTOR. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK:

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The work is generally described in the Invitation to Bid and is described in detail in the Contract Document, which includes full size detailed drawings.

Article 2. PROJECT:

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Forest Grove Bridge
Fergus County
Montana TSEP Grant Project MT-TSEP-CG-21-803

Article 3. ENGINEER:

- 3.01 The Project has been designed by Stahly Engineering and Associates, Inc., who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME:

- 4.01 Time of the Essence
- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion
- A. The work will be substantially complete within 90 days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.
- 4.03 Liquidated Damages
- A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not

completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred dollars (\$500) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

Article 5. CONTRACT PRICE:

- 5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

Article 6. PAYMENT PROCEDURES:

- 6.01 Submittal and Processing of Payments:

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

- 6.02 Progress Payments; Retainage:

- A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.
 - a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.
 - b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.

6.03 Final Payment:

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

Article 7. INTEREST:

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 8. CONTRACTOR'S REPRESENTATION:

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents
 - B. 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 or furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of

construction to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS:

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (Pages 1 to 7, inclusive);
 - 2. Performance Bond (pages 1 to 3, inclusive);
 - 3. Payment Bond (pages 1 to 3, inclusive);
 - 4. General Conditions (pages 1 to 62, inclusive);
 - 5. Supplementary Conditions (pages 1 to 12, inclusive);
 - 6. Special Provisions (pages 1 to 11, inclusive);
 - 7. Specifications as listed in the table of contents of the Project Manual;
 - 8. Drawings consisting of a cover sheet and sheets numbered T1 through GE6 with each sheet bearing the following general title:
Forest Grove Bridge
 - 9. Addenda (Numbers 0 to 1, inclusive);
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice To Proceed (pages 1 to 1, inclusive);
 - b. Contractor's Bid (pages 1 to 5, inclusive);
 - c. Documentation submitted by Contractor prior to Notice of Award

- (pages to , inclusive);
111. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 10. MISCELLANEOUS:

10.01 Terms.

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract.

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision of part of the Contract Documents held to be void or unenforceable under and Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed three copies of Agreement. One counterparts have been delivered to OWNER, one to CONTRACTOR and one to ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This **Agreement** will be effective on _____, _____ (which is the effective date of the Agreement).

This Agreement shall not be effective unless and until concurred by Funding Agency's (if any) designated representative.

OWNER

Fergus County

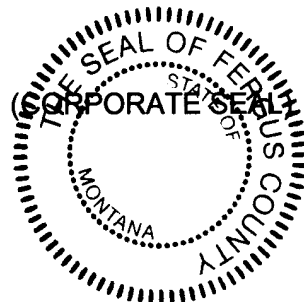
By *Louise H. Jones*

Attest *Jana J. Duchman*

Address for giving notices:

712 West Main Street Ste 210
Lewistown, MT 59457

Phone No. (406) 535-5119
FAX No. _____



(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner – Contractor Agreement.)
Contractor Registration No.

CONTRACTOR

TCA, Inc.

By *Kevin Stanhope*

Attest *Ali Stanhope*

Address for giving notices:

647 Hulbert Road West
Bozeman, MT 59718

Phone (406) 570-0941
FAX No. _____

(SEAL)

Contractor Registration No.

Agent for service of process:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Owner's Designated Representative:

Name: John Anderson

Title: Road Supervisor

Address: 712 West Main Street

Lewiston, MT 59457

Phone No.: (406) 535-5006

FAX No.: _____

Contractor's Designated Representative:

Name: Keevin Stanhope

Title: President

Address: 647 Hulbert Road West

Bozeman, MT 59718

Phone No.: (406) 570-0941

FAX No.: _____

AGENCY CONCURRENCE:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

By: _____
(Agency Official's Signature)

Title: _____

Date: _____

END OF SECTION

PAYMENT BOND

CONTRACTOR (name and address):

TCA, INC.
647 Hulbert Road West
Bozeman, MT 59718

SURETY (name and address of principal place of business):

Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

OWNER (name and address): Fergus County

712 West Main Street Lewistown, MT 59457

CONSTRUCTION CONTRACT

Effective Date of the Agreement: 11/13/2020

Amount: \$347,647.00

Description (name and location): Forest Grove Bridge

BOND

Bond Number: NMT1181

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): 11/13/2020

Amount: \$347,647.00

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

TCA, INC. _____ (seal)

Contractor's Name and Corporate Seal

By: _____

Signature

Kevin Stanhope

Print Name

President

Title

Attest: _____

Signature

Sec. Treas.

Title

SURETY

Merchants National Bonding, Inc. _____ (seal)

Surety's Name and Corporate Seal

By: _____

Signature (attach power of attorney)

Timothy G. Lightbourne

Print Name

Attorney-In-Fact

Title

Attest: _____

Signature

Customer Service Agent

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

PERFORMANCE BOND

CONTRACTOR (name and address):

TCA, INC.
647 Hulbert Road West
Bozeman, MT 59718

SURETY (name and address of principal place of business):

Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

OWNER (name and address):

Fergus County
712 West Main Street Lewistown, MT 59457

CONSTRUCTION CONTRACT

Effective Date of the Agreement: 11/13/2020

Amount: \$347,647.00

Description (name and location): Forest Grove Bridge

BOND

Bond Number: NMT1181

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): 11/13/2020

Amount: \$347,647.00

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

TCA, INC. _____ (seal)

Contractor's Name and Corporate Seal

By: _____

Signature

Kevin Stanhope
Print Name

President
Title

Attest: _____

Signature

Sec Pres
Title

Merchants National Bonding, Inc. _____ (seal)

Surety's Name and Corporate Seal

By: _____

Signature (attach power of attorney)

Timothy G. Lightbourne
Print Name

Attorney-In-Fact
Title

Attest: _____

Signature

Customer Service Agent
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PERFORMANCE BOND

CONTRACTOR (name and address):

TCA, INC.
647 Hulbert Road West
Bozeman, MT 59718

SURETY (name and address of principal place of business):

Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

OWNER (name and address):

Fergus County
712 West Main Street Lewistown, MT 59457

CONSTRUCTION CONTRACT

Effective Date of the Agreement: 11/13/2020

Amount: \$347,647.00

Description (name and location): Forest Grove Bridge

BOND

Bond Number: NMT1181

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): 11/13/2020

Amount: \$347,647.00

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

TCA, INC. _____ (seal)

Contractor's Name and Corporate Seal

By: _____

Signature

Kevin Stanhope

Print Name

President

Title

Attest: _____

Signature

Sec Pres

Title

SURETY

Merchants National Bonding, Inc. _____ (seal)

Surety's Name and Corporate Seal

By: _____

Signature (attach power of attorney)

Timothy G. Lightbourne

Print Name

Attorney-In-Fact

Title

Attest: _____

Signature

Customer Service Agent

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dale J Anderson; Dianne L Meinhardt; Stephani L Cordeiro; Timothy G Lightbourne

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

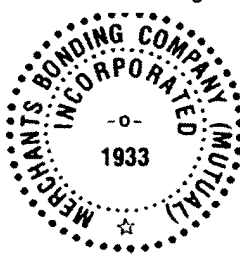
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof 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 fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



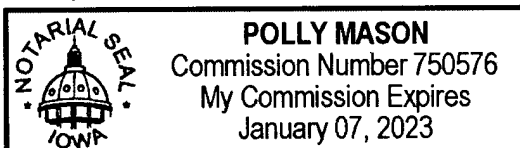
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of November, 2020



William Warner Jr.

Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2020

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

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

PRODUCER Cogswell Insurance Agency LLC 800 9th Street South P O Box 2009 Great Falls MT 59403-2009	CONTACT NAME: Sandy Kirk	
	PHONE (A/C, No, Ext): (406) 761-5000 FAX (A/C, No): (406) 453-3946	
	E-MAIL ADDRESS: skirk@cogswellinsurance.com	
INSURED TCA, Inc. 163 T Bird Lane Bozeman MT 59718	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Admiral Insurance	
	INSURER B: United Financial Casualty	11770
	INSURER C: Montana State Fund	
	INSURER D: US Assure	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL20111613000**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	☒ COMMERCIAL GENERAL LIABILITY	Y		CA000034561-01	05/23/2020	05/23/2021	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:						Employee Benefits	\$ 1,000,000
B	AUTOMOBILE LIABILITY	Y		03745460-5	05/23/2020	05/23/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							Non-owned	\$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	DED RETENTION \$						PER STATUTE	OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		033087008	07/01/2020	07/01/2021	E.L. EACH ACCIDENT	\$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	Builders Risk - Special Form Replacement Cost	Y		BR73798399	11/16/2020	11/16/2021	Limit of Liability	\$347,647
							Deductible	\$1,000

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

RE: Forest Grove Bridge Project

Certificate holder, as owner, and Stahly Engineering & Associates, 851 Bridger Dr Suite 1, Bozeman, MT 59715 are included as additional insured's. Policy forms attached.

CERTIFICATE HOLDER**CANCELLATION**

Fergus County 712 West Main St Lewistown MT 59457	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 Sandy Kirk

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner or manager of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner or manager of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations except locations where "your work" is or was related to a job or project involving single-family dwellings, multi-family dwellings (other than rental apartments in an apartment building: (a) originally constructed and at all times used for such purpose, or (b) converted from a commercial building), condominiums, townhomes, townhouses, time-share units, fractional-ownership units, cooperatives and/or any other structure or space used or intended to be used as a residence.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

11/16/2020

about:blank

Cogswell Ins Agcy
Po Box 2009
Great Falls, MT 59403

PROGRESSIVE

Policy Number:03745460-5
Confirmation Number:32120NET460
Policy Term: 05/23/2020 to 05/23/2021

Named Insured
Tca, Inc
163 T Bird Lane
Bozeman, MT 59718

Policy Changes effective 11/16/2020 requested by Becca Johnson, Agent, via the Internet, on 11/16/2020 at 01:09 PM EST.

- Additional Insured(s) Added

Premium Impact

The **\$40.00 increase** will be applied equally to the remaining installments.

Scheduled payments will be unaffected by changes in premium.

Due Date	Current Amount	New Amount
12/23/2020	N/A	\$40.00

Note: In some cases, the amount actually charged or credited to your policy for this change may be different than the amount shown here. This does not reflect any amount currently due.

Detailed Change Information

Additional Insured(s) Added

Fergus County
712 W Main St
Lewistown, MT 59457

Stahly Engineering
851 Bridger Dr
Bozeman, MT 59715

RESOLUTION NO. 33-2020

A RESOLUTION APPOINTING DEPUTY CORONERS

WHEREAS, pursuant to Montana Code Annotated § 7-4-2901, a County Coroner may appoint one or more Deputy Coroners with the approval of the County Commissioners; and

WHEREAS, Fergus County Sheriff/Coroner Rick Vaughn wishes to appoint Tyler Wilson, Tracy Lewellen, Brenton Koch, Jeremiah Johnson, Kirby Dempster, Federico Esquivel, Glen Sweet, Cole Eades, and Gatlin Lamb as Deputy Coroners; and

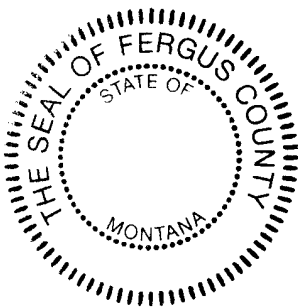
WHEREAS, the Board of County Commissioners approves of such appointments;

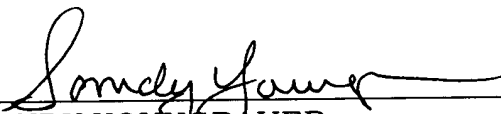
NOW, THEREFORE, BE IT RESOLVED that the above-named Undersheriff and Deputies shall be appointed as Deputy Coroners.

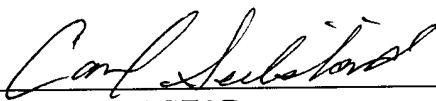
BE IT FURTHER RESOLVED that any previous Deputy Coroner appointments are hereby revoked.

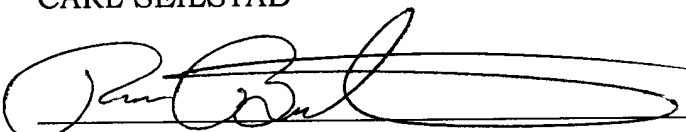
PASSED AND APPROVED this 10th day of November, 2020 by the Board of County Commissioners, Fergus County, Montana.

BOARD OF COMMISSIONERS:

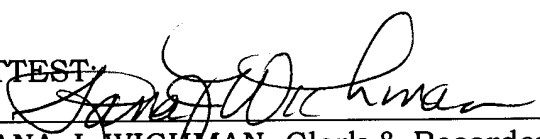



SANDY YOUNGBAUER


CARL SEILSTAD


ROSS BUTCHER

ATTEST:


RANA J. WICHMAN, Clerk & Recorder

FEDERAL LANDS HIGHWAY PROJECT AGREEMENT

October 8, 2020

Program: Department of Defense (DOD) Operations and Maintenance (O&M) Program

Air Force Base: Malmstrom Air Force Base (AFB)

State: Montana

Counties: Cascade, Judith Basin and Fergus, Montana

Project Name and Number: MT DAR 2022(1), Defense Access Roads FY 2022

Project Location: The project has improvement at various locations within the Transporter-Erector (T-E) routes. See below schedules for details.

Route	Mileage	County	Cumulative Mileage
A-02	5.61	Cascade	5.61
A-05	9.77	Cascade	15.38
A-10	7.47	Cascade	22.85
A-11	3.68	Cascade	26.53
B-01	7.08	Judith Basin	33.61
B-04	6.45	Judith Basin	40.06
C-08(b)	5.22	Judith Basin	45.28
C-09	2.85	Judith Basin	48.13
D.02	6.95	Fergus	55.08
D-03	6.15	Fergus	61.23
D-04	7.86	Judith Basin/Fergus	69.09
D-05	6.45	Fergus	75.54
D-11	7.68	Fergus	83.22

Purpose of this Agreement: This agreement documents the intent of the parties and sets forth the responsibilities of each in the funding, development, construction, and future maintenance for the repair of aggregate surfaced Transporter-Erector (T-E) routes identified by Air Force Base missile engineering and authorized by Military Surface Deployment and Distribution Command (SDDC) to Federal Highway Administration (FHWA) for this project.

Authority: This agreement is entered into by the undersigned parties pursuant to the provisions of Title 23, United States Code Sections 210.

Description of Work: The intent of the project is to correct deficiencies on T-E Routes considering Federal-Aid Laws, T-E Route Standards, and the responsibilities of the Public Highway Authorities. The Project Agreement allows preliminary design and investigation for the scope of work listed below and in Table A.

Major Scope Items:

- Recondition roadway and provide Calcium Chloride stabilization and/or aggregate surface
- Replace, recondition, or clean designated culverts.
- Replace cattle guards as needed
- Replace live stock crossings as needed

Parties to Agreement:

U.S. Department of Transportation
Federal Highway Administration (FHWA)
Western Federal Lands Highway Division (WFLHD)

Department of Defense (DOD)
Malmstrom Air Force Base

Cascade County

Judith Basin County

Fergus County

Funding: Funding for the project is allocated to FHWA from the Department of Defense (DOD) through the Operations and Maintenance (O&M) Program using normal Federal-aid procedures as authorized under Title 23 (23 U.S.C. 210). This program is co-administrated by the Military Surface Deployment and Distribution Command (SDDC) and FHWA.

All costs of completing this project, including NEPA, preliminary engineering, acquiring Right of Way, utility relocation, physical construction, construction modifications or overruns, and construction engineering are the responsibility of the DOD. The costs of maintenance of the completed facility will be the responsibility of the respective Counties.

Design Standards: The project will be designed in accordance with minimum American Association of State Highway and Transportation Officials (AASHTO) 2001 edition of the Guidelines for Geometric Design of Very Low-volume Local Roads and the T-E Route Standards from the Program Guidance, Department of Air Force Operations and Maintenance Program (DAF O&M). Structures will be designed in accordance with AASHTO LRFD Bridge Design Specifications, 4th Edition, 2007 with current interims and the Bridge Criteria from the Program Guidance, DAR O&M Program.

The following general design criteria are considered appropriate at the time.

Functional Classification	Local Rural Roads
Terrain	Varied
Design Vehicle	WB-40 (T-E Vehicle*)
Preliminary Design Speed	match existing conditions
Preliminary Superelevation	10% maximum (match existing)
Preliminary Finished	Travel Lane – 18-24 ft.
Roadway Width	Shoulders – 2 ft.
Preliminary ADT	ADT ₂₀₁₀ = <250

*Transport-Erector (T-E) Vehicle weighs 73 tons loaded and has a maximum axle loading road of 17,500 pounds. The T-E has a minimum turning radius of 60 feet.

Changes in these general design criteria may become necessary, or desirable, during project development. Acceptance of these changes will be documented in a modification to this Agreement.

Isolated exceptions to standards, such as individual curves which do not meet the selected design speed, will be documented by WFLHD and presented to the Air Force and county representatives for concurrence.

Project Development: WFLHD will provide a Project Manager during the project development phase of the project to coordinate with and ensure the project plans, specifications, and estimates are reflective of the Air Force and counties needs. The Project Manager will be WFLHD's primary contact for the Air Force and counties. The Air Force and counties will also designate a representative who will be the primary contact for WFLHD's Project Manager.

WFLHD will administer all phases of project development work which includes such items as environmental compliance, geotechnical investigation, preliminary design, right-of-way preparation, and final design for all the proposed work. The Air Force and county representatives will support the environmental compliance and provide reviews of the plan set.

Plans and specification will be written in accordance with FP-14 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects.

WFLHD will seek input from the Air Force and county representatives throughout development of the project. The Air Force and counties will participate in the project's development to the extent that their capabilities and resources permit. The Air Force and counties may be asked to follow-up on, or provide monitoring of some environmental commitments such as those associated with the Montana Pollution Discharge Elimination System (MPDES) and other permits. Should assistance be required for any such environmental commitments, WFLHD will coordinate these topics with the Air Force and counties and document this understanding through amendment of this Agreement.

WFLHD will be the lead agency responsible for obtaining environmental clearance and NEPA compliance for the proposed work. WFLHD will obtain all necessary federal, state, or local permits for the proposed work prior to soliciting for bids. WFLHD will obtain, or require the contractor to obtain respective federal, state, or local permits if additional areas of disturbance or usage are identified during construction. WFLD will write the NEPA decision document and complete the approval process for the construction project.

The project will be developed with schedules based on different scope of work and costs.

WFLHD will not solicit bids until the final plans, specification, and estimate (PS&E) package has been concurred in writing by the Air Force and the county representatives.

Milestone Schedule:

Completion of Project Agreement	November 16, 2020
Completion of 100% Design	March, 2022
Advertise Contract	May, 2022
Award Contract	Summer, 2022
Construction	Summer 2022 –October 2023

This schedule is based on the proposed scope of work. Schedules will be furthered evaluated during project development. Schedules will be revisited at each project development milestone and if changes are required, the schedule will be coordinated with the Air Force and counties

Right-of-Way: Right-of-way acquisition may be required for the project. The County will acquire sufficient Right of Way.

Utilities: The WFLHD will coordinate with and identify utilities in conflict with the proposed project. The WFLHD will arrange with the affected utilities to have the utilities relocated, if necessary. The Counties will coordinate and pay utility companies for any eligible relocation costs. The Counties agree to exercise jurisdictional authority if gaining cooperation from utility companies in their utility relocation. WFLHD will pay for any eligible utility relocation costs through a Reimbursable Agreement with the Counties using DOD funding.

The Counties agree to accommodate future utility installations within the right-of-way in a manner that will not interfere with the free and safe flow of traffic. The Counties will have complete control of all maintenance operations within the constructed roadway. This includes all roadway structures, ditches, back slopes and fills.

Construction: As soon as practical after the plans, specifications, and estimate (PS&E) package is complete, permits are obtained, and funding is in place, WFLHD will either solicit bids or negotiate with a contractor (if the contractor or location meets required qualifications for 8a or Hub Zone) to construct the project in accordance with the Federal Acquisition Regulations (48 CFR 1) and the Transportation Acquisition Regulations (48 CFR 12). The project will be developed with schedules based on different scope of work and costs. The work will be awarded to the lowest qualified bidder that meets available funding at the time of award.

Note: Normally, federally funded project require open bidding competition. Some projects are set aside for small or minority owned businesses 8(a) or businesses in economically depressed areas (Hub Zone). If the limited current funding received for the project is likely insufficient to build the entire project, then additional funding sources will need to be requested and approved or the scope of the project reduced.

During the construction phase, WFLHD will provide a Project Engineer to oversee and inspect the work to ensure a quality product that adheres to the Plans and Specifications. The Project Engineer is WFLHD's designated contact for the Air Force and counties during the construction phase. The Air Force and counties will also designate a representative who will be the primary contact for WFLHD's Project Engineer.

Upon completion of the construction contract, WFLHD, Air Force, and the counties will hold a final inspection. When it is determined that the project has been constructed in substantial conformity with the approved plans and specifications, the Air Force and counties will accept the route(s) for maintenance and operation.

Legal Claims: WFLHD will be responsible for design and construction of the project. WFLHD will be responsible for defending against any tort claims alleging negligence by its employees or agents in the design of construction of the project. WFLHD will serve as the lead federal agency in accordance with the Department of Justice regulations (28 CFR 14.2(b) (2)) governing administrative claims filed under the Federal Tort Claims Act for any claims alleging negligence in the design of construction of the project.

Maintenance: Maintenance is the preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization.

During construction of the project, the contractor will bear all expense of maintaining traffic except during authorized winter suspension periods. If it is necessary that the facility remain open for public use during a period of winter suspension, the County will be responsible for routine maintenance, including snow removal. Damages occurring as a result of such winter maintenance (*i.e.*, guardrail damage, culvert damage) will also be the responsibility of the Counties.

After construction, the Counties will operate and maintain the road.

Termination: This agreement may be terminated by mutual written consent of all parties. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

Amendments to the Project Agreement: This Project Agreement may be modified by mutual agreement of the affected parties.

This Agreement shall be effective as of the date of the last signature.

**DEPARTMENT OF TRANSPORTATION
Federal Highway Administration
Western Federal Lands Highway Division**

(Signature)

(Date)

Daniel Donovan
Chief of Business Operations
610 East Fifth Street
Vancouver, Washington 98661

AIR FORCE
Malmstrom Air Force Base

Floyd Wanke, Chief Missile Engineering
Airforce Base Missile Engineering

Date

Cascade County, MONTANA

Joe Briggs, District 1 Cascade County	Date
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James Larson, District 2, Chairman Cascade County	Date
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Jane Weber, District 3, Cascade County	Date
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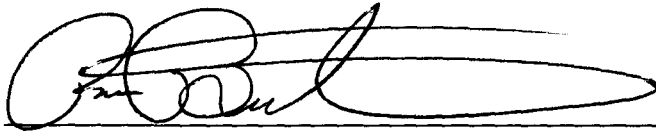
Judith Basin County, MONTANA

James D. Moore, District 1, Chairman Judith Basin County	Date
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Don L. Hajenga, District 2 Judith Basin County	Date
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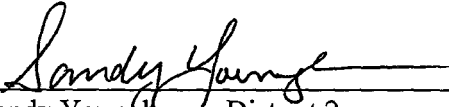
Codey McDonald, District 3 Judith Basin County	Date
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Fergus County, MONTANA



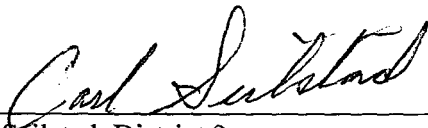
Ross Bucher, District 1
Fergus County

Date



Sandy Youngbauer, District 2
Fergus County

Date



Carl Seilstad, District 3
Fergus County

Date