

RESOLUTION NO. R17-65

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH WILSON BROTHERS CONSTRUCTION, INC. FOR THE REMOVAL OF THE CITY'S TEMPORARY WEIR IN THE YELLOWSTONE RIVER.

WHEREAS, the City issued requests for proposals from qualified and eligible companies requesting proposals for the removal of the temporary weir that was installed in the Yellowstone River to divert water to the City's previous water intake; and

WHEREAS, the City received proposals to provide such services, and City Staff reviewed the proposals to determine the one that is in the best interest of the City; and

WHEREAS, City Staff recommends the award of a contract to Wilson Brothers Construction, Inc. for the removal of the temporary weir for a cost not to exceed \$29,000.00; and

WHEREAS, City Staff has concluded the contract price is reasonable and in the best interest of the City at this time.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby authorizes the Mayor to sign a Contract with Wilson Brothers Construction, Inc. for the removal of the temporary weir located in the Yellowstone River for the lump sum price not to exceed \$29,000.00.

Introduced at a regular meeting of the City Council on October 17, 2017, by Council Member Dickerson.


PASSED and APPROVED by the City Council of the City of Laurel this 17th day of October, 2017.

CITY OF LAUREL




Mark A. Mace, Mayor

ATTEST:



Bethany Keeler, Clerk-Treasurer

Approved as to form.



Sam Painter, Civil City Attorney

**ITEM III
NOTICE OF AWARD**

Project: Intake Temporary Weir Removal

To: Wilson Bros. Construction, Inc.

700 Cowboy Way, Billings, MT 59106

The Owner has considered the Proposal submitted by you for the above described work in response to its Notice and Instructions to Bidders dated 10/03/2017.

It is to the best interest of said Owner to accept your Proposal in the amount of Twenty-nine thousand dollars and no cents (\$29,000.00) for the Base Bid, and you are hereby notified that your Proposal for the Base Bid has been accepted for the Work.

Dated this _____ day of _____, 2017.

Owner: City of Laurel, Montana

By: Maria Mae

Title: Mayor

ACCEPTANCE OF NOTICE:

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2017.

By: Wilson Bros. Construction, Inc.

Name (typed or printed): _____

Title: _____

Bid Tabs
City of Laurel
Intake Temporary Weir Removal
October 3, 2017

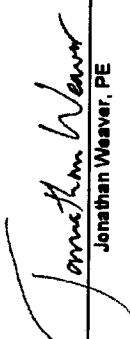


ITEM	Quantity	Unit	Engineer's Estimate		Wilson Bros Construction		Donnes, Inc		CMG Construction, LLC	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Base Bid Items										
1 Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,800.00	\$ 4,800.00	\$ 5,550.00	\$ 5,550.00
2 Remove and Stockpile Riprap and Restore South Bank	1	LS	\$ 19,000.00	\$ 19,000.00	\$ 25,000.00	\$ 25,000.00	\$ 42,350.00	\$ 42,350.00	\$ 52,000.00	\$ 52,000.00
3 Best Management Practices	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,150.00	\$ 1,150.00	\$ 6,700.00	\$ 6,700.00
TOTAL Estimated Bid Price			\$ 22,500.00	\$ 22,500.00	\$ 29,000.00	\$ 29,000.00	\$ 48,300.00	\$ 48,300.00	\$ 64,250.00	\$ 64,250.00
Additive Alternate #1										
100 Remove and Stockpile Sediment from WTP Backwash Pond	1,500	CY	\$ 10.00	\$ 15,000.00	\$ 18.00	\$ 27,000.00	\$ 6.50	\$ 9,750.00	\$ 15.50	\$ 23,250.00
TOTAL Estimated Bid Price			\$ 15,000.00	\$ 15,000.00	\$ 27,000.00	\$ 27,000.00	\$ 9,750.00	\$ 9,750.00	\$ 23,250.00	\$ 23,250.00
Additive Alternate #2										
200 Construct Peninsula at WTP Backwash Pond	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 13,500.00	\$ 13,500.00	\$ 4,000.00	\$ 4,000.00
TOTAL Estimated Bid Price			\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 13,500.00	\$ 13,500.00	\$ 4,000.00	\$ 4,000.00

Total of Base Bid + Additive Alternate #1 + Additive Alternate #2 \$ 47,500.00 \$ 74,000.00 \$ 71,550.00 \$ 91,500.00

Shaded cell represents an error on the Contractor's bid form that has been corrected during tabulations.

I hereby certify that this tabulation of bids is a true representation of the bids received on October 3, 2017.


 Jonathan Weaver, PE

ITEM III
NOTICE OF AWARD

Project: Intake Temporary Weir Removal

To: Wilson Bros. Construction, Inc.

700 Cowboy Way, Billings, MT 59106

The Owner has considered the Proposal submitted by you for the above described work in response to its Notice and Instructions to Bidders dated 10/03/2017.

It is to the best interest of said Owner to accept your Proposal in the amount of Twenty-nine thousand dollars and no cents (\$29,000.00) for the Base Bid, and you are hereby notified that your Proposal for the Base Bid has been accepted for the Work.

Dated this 17th day of October, 2017.

Owner: City of Laurel, Montana

By: Maria Mae

Title: Mayor

ACCEPTANCE OF NOTICE:

Receipt of the above Notice of Award is hereby acknowledged this 1 day of NOVEMBER, 2017.

By: Wilson Bros. Construction, Inc.

Name (typed or printed): LANE DENZIN *LD*

Title: OFFICE MANAGER

ITEM IV CONTRACT

This Agreement, dated October 30, 2017, by and between the City of Laurel, Montana, hereinafter referred to as the "Owner", and Wilson Bros. Construction, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

1. The Contractor will furnish all of the materials and supplies, equipment, and labor and other services necessary in conformance with these Contract documents for the construction and completion of the project described in general as follows:

Intake Temporary Rock Weir Removal

The project consists of the removal of approximately 870 CY of 48-inch minus riprap from the Yellowstone River located immediately downstream of the Highway 212/310 bridge in Laurel. The riprap was used to construct a temporary rock weir in order to maintain the water surface at the City of Laurel's municipal raw water intake. In accordance with permit conditions, the weir must now be removed. The contractor will be allowed to work in the wet, and no dewatering will be required.

The removed riprap shall be stockpiled east of the BBWA canal headgate as shown on the plans, which is approximately 2,000 feet east of weir location.

2. Completion of Work: The Work will be completed within 30 days following the Notice of Proceed, as defined below. The Owner anticipates to award the project at the City Council meeting on Tuesday, October 17, 2017.

3. Notice to Proceed: This Contract, on the date when it has been duly executed by both parties, shall serve as the Notice to Proceed, and the Contractor shall start performing its obligations under the Contract Documents. No work shall be done at the Site prior to such date.

4. Contract Sum: 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 Proposal. Estimated quantities used for bidding purposes are not guaranteed, payment will be for actual quantities as determined by Engineer.

5. The Contract Documents include the following:

a. Item I - Notice and Instructions to Bidders

- b. Item II - Bidder's Proposal
- c. Item III - Notice of Award
- d. Item IV - Contract
- e. Item V - Performance Bond
- f. Item VI - Payment Bond
- g. Item VII - Change Order Form
- h. Item VIII - General Conditions
- h. Item IX - Special Provisions
- i. Item X - Measurement and Payment
- j. Item XI - Drawings
- k. Item XII - Photos
- l. Item XIII - Permits

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions and in such amounts as required by the Contract Documents.

7. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

Owner: City of Laurel, Montana

By: *Thomas C Nelson*

Name (typed or printed): THOMAS C NELSON

Title: MAYOR

Attest: *[Signature]*

Name (typed or printed): Bethany Langre

Title: CLERK/TREASURER

Contractor: WILSON BROS. CONST., INC.

By: *[Signature]*

Name (typed or printed): LANE DENZIN

Title: OFFICE MANAGER



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WHEREAS, the City received proposals to provide such services, and City Staff reviewed the proposals to determine the one that is in the best interest of the City; and

WHEREAS, City Staff recommends the award of a contract to Wilson Brothers Construction, Inc. for the removal of the temporary weir for a cost not to exceed \$29,000.00; and

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CITY OF LAUREL




Mark A. Mace, Mayor

ATTEST



Bethany Keeler, Clerk-Treasurer

Approved as to form



Sam Painter, Civil City Attorney

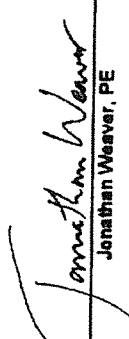
Bid Tabs
City of Laurel
Intake Temporary Weir Removal
October 3, 2017



ITEM	Quantity	Unit	Engineer's Estimate		Wilson Bros Construction		Donnes, Inc		CMG Construction, LLC	
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3 Best Management Practices	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,150.00	\$ 1,150.00	\$ 6,700.00	\$ 6,700.00
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Total of Base Bid + Additive Alternate #1 + Additive Alternate #2			\$ 47,500.00	\$ 47,500.00	\$ 74,000.00	\$ 74,000.00	\$ 71,550.00	\$ 71,550.00	\$ 91,500.00	\$ 91,500.00

Shaded cell represents an error on the Contractor's bid form that has been corrected during tabulations.

I hereby certify that this tabulation of bids is a true representation of the bids received on October 3, 2017.


 Jonathan Weaver, PE

PERFORMANCE BOND

CONTRACTOR (name and address):

Wilson Bros. Construction, Inc.
 P.O. Box 636
 Cowley, WY 82420

OWNER (name and address):

City of Laurel, Montana
 115 W First Street
 Laurel, MT 59044

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

United Fire & Casualty Company
 P. O. Box 73909
 Cedar Rapids, IA 52407-3909

CONSTRUCTION CONTRACT

Effective Date of the Agreement: October 30, 2017
 Amount: \$29,000.00 Twenty Nine Thousand Dollars and 00/100
 Description (name and location): Intake Temporary Rock Weir Removal

BOND

Bond Number: 54219287
 Date (not earlier than the Effective Date of the Agreement of the Construction Contract): October 30, 2017
 Amount: \$29,000.00 Twenty Nine Thousand Dollars and 00/100
 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

Wilson Bros. Construction, Inc. _____ (seal)
 Contractor's Name and Corporate Seal

By: [Signature]
 Signature

LANE DENZIN
 Print Name

Office Mgr
 Title

Attest: [Signature]
 Signature

Secretary
 Title

SURETY

United Fire & Casualty Company
 Surety's Name and Corporate Seal

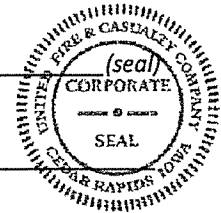
By: [Signature]
 Signature (attach power of attorney)

Pat Allen
 Print Name

Attorney-in-Fact
 Title

Attest: [Signature]
 Signature Shawnee Comer

Acct Mgr Bond Dept
 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:

PAYMENT BOND

CONTRACTOR (name and address):
Wilson Bros. Construction, Inc.
P.O. Box 636
Cowley, WY 82420
OWNER (name and address):
City of Laurel, Montana
115 W First Street
Laurel, MT 59044

SURETY (name and address of principal place of business):
United Fire & Casualty Company
P. O. Box 73909
Cedar Rapids, IA 52407-3909

CONSTRUCTION CONTRACT

Effective Date of the Agreement: October 30, 2017
Amount: \$29,000.00 Twenty Nine Thousand Dollars and 00/100
Description (name and location): Intake Temporary Rock Weir Removal

BOND

Bond Number: 54219287
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): October 30, 2017
Amount: \$29,000.00 Twenty Nine Thousand Dollars and 00/100
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

SURETY

Wilson Bros. Construction, Inc. (seal)

United Fire & Casualty Company

Contractor's Name and Corporate Seal

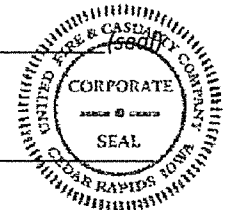
Surety's Name and Corporate Seal

By: [Signature]

By: [Signature]

Signature

Signature (attach power of attorney)



LANE DENZIN

Pat Allen

Print Name

Print Name

Office Mgr

Attorney-in-Fact

Title

Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature Shawnee Comer

Secretary
Title

Acct Mgr Bond Dept
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
 - 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:
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint Pat Allen their true and lawful Attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00

Surety Bond Number 54219287
 Principal: Wilson Bros. Construction, Inc.
 Obligee: City of Laurel, Montana

and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 25th day of June, 2015

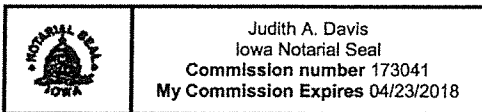
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman* Vice President



State of Iowa, County of Linn, ss:

On 25th Day of June, 2015, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 30th day of October 2017



By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC

Brittney Moorman

From: Kurt Markegard
Sent: Thursday, September 13, 2018 12:07 PM
To: Brittney Moorman
Subject: FW: Removal of the Weir in Yellowstone River

From: Nick Wilson [mailto:nwilson@wilson-bros.com]
Sent: Tuesday, September 04, 2018 9:41 AM
To: Kurt Markegard <kmarkegard@laurel.mt.gov>
Cc: City Mayor <citymayor@laurel.mt.gov>; Bethany Langve <cityclerk@laurel.mt.gov>; Matt Lurker <mlurker@laurel.mt.gov>; Tim Reiter <treiter@laurel.mt.gov>; Matt Wheeler <mwheeler@laurel.mt.gov>; 'Jonathan Weaver' <jweaver@greatwesteng.com>; 'Chad Hanson' <chanson@greatwesteng.com>
Subject: RE: Removal of the Weir in Yellowstone River

Kurt,

After looking at the rock in the river, Wilson Bros. will be able to remove the rock at the original bid price in the timeframe required.

Thanks,

Nick Wilson, PE
Operations Manager



WILSON BROS.
CONSTRUCTION

980 Rd. 7
PO Box 636
Cowley, WY 82420
(307)548-6559 (O)
(307)272-1126 (C)

From: Kurt Markegard <kmarkegard@laurel.mt.gov>
Sent: Tuesday, August 28, 2018 8:06 AM
To: Nick Wilson <nwilson@wilson-bros.com>
Cc: City Mayor <citymayor@laurel.mt.gov>; Bethany Langve <cityclerk@laurel.mt.gov>; Matt Lurker <mlurker@laurel.mt.gov>; Tim Reiter <treiter@laurel.mt.gov>; Matt Wheeler <mwheeler@laurel.mt.gov>; 'Jonathan Weaver' <jweaver@greatwesteng.com>; 'Chad Hanson' <chanson@greatwesteng.com>
Subject: RE: Removal of the Weir in Yellowstone River

Nick,

We did not receive much rain yesterday. I took drone pictures on Friday of the rocks and attached them to this email. Please call me and we can meet this week. I will be tentatively on vacation next week and will not have cell service. I am available any day this week except for an hour on Wednesday.

Kurt

From: Nick Wilson [<mailto:nwilson@wilson-bros.com>]

Sent: Monday, August 27, 2018 8:51 AM

To: Kurt Markegard <kmarkegard@laurel.mt.gov>

Cc: City Mayor <citymayor@laurel.mt.gov>; Bethany Langve <cityclerk@laurel.mt.gov>; Matt Lurker <mlurker@laurel.mt.gov>; Tim Reiter <treiter@laurel.mt.gov>; Matt Wheeler <mwheeler@laurel.mt.gov>; 'Jonathan Weaver' <jweaver@greatwesteng.com>; 'Chad Hanson' <chanson@greatwesteng.com>

Subject: RE: Removal of the Weir in Yellowstone River

Kurt,

I'd like to swing up this week sometime to look at the rock in the river. Might be later in the week due to the forecast rain today that will likely causer the river to cloud up. Unless there has been a significant change, I don't see the need to raise the price at all. If we can time this out as we're moving equipment from one project to another, we will be able to keep our mobilization at the original bid price as well. I'll email you again tomorrow/Wednesday to setup a time.

Thanks,

Nick Wilson, PE
Operations Manager



WILSON BROS.
CONSTRUCTION

980 Rd. 7
PO Box 636
Cowley, WY 82420
(307)548-6559 (O)
(307)272-1126 (C)

From: Kurt Markegard <kmarkegard@laurel.mt.gov>

Sent: Tuesday, August 14, 2018 12:04 PM

To: Nick Wilson <nwilson@wilson-bros.com>

Cc: City Mayor <citymayor@laurel.mt.gov>; Bethany Langve <cityclerk@laurel.mt.gov>; Matt Lurker <mlurker@laurel.mt.gov>; Tim Reiter <treiter@laurel.mt.gov>; Matt Wheeler <mwheeler@laurel.mt.gov>; 'Jonathan Weaver' <jweaver@greatwesteng.com>; 'Chad Hanson' <chanson@greatwesteng.com>

Subject: RE: Removal of the Weir in Yellowstone River

Nick,

The river is dropping a couple of inches every few days. It is still above the 87 year average and we can start to see some of the rocks. The north side of the river has a channel around the rocks that appears deep. The south side appears to be the same as usual.

I am hoping you can visit the river in the next week. If the price is going to change drastically I may have to get new quotes to complete the work. If the price is changing I will have to take it to City Council for an adjustment to the contract. This take a few weeks to get through the process and we are running out of time to meet the Army Corps time deadline for rock removal. Wilson Brothers has not been at fault for removal of the rocks as the river hasn't given us a chance to go get the rocks. Ice went off and then the river was only down for a week or so before it took off with all this winter snow and spring rain.

Call me when you get a chance and we can set something up. I am available on weekends as well if need be. 406-860-5785

Kurt

From: Nick Wilson [<mailto:nwilson@wilson-bros.com>]

Sent: Tuesday, August 14, 2018 11:17 AM

To: Kurt Markegard <kmarkegard@laurel.mt.gov>

Cc: City Mayor <citymayor@laurel.mt.gov>; Bethany Langve <cityclerk@laurel.mt.gov>; Matt Lurker <mlurker@laurel.mt.gov>; Tim Reiter <treiter@laurel.mt.gov>; Matt Wheeler <mwheeler@laurel.mt.gov>; 'Jonathan Weaver' <jweaver@greatwesteng.com>; 'Chad Hanson' <chanson@greatwesteng.com>

Subject: RE: Removal of the Weir in Yellowstone River

Kurt,
Thanks for the email. We would definitely be interested in discussing our quote to remove the rock. We will have some equipment coming through Laurel from another project in 5-6 weeks that would help reduce the cost of mobilization. I'm still in the area quite a bit, but please keep me posted on the elevation of the river so we can schedule a time to come look at the weir.

Thanks,

Nick Wilson, PE
Operations Manager



WILSON BROS.
CONSTRUCTION

980 Rd. 7
PO Box 636
Cowley, WY 82420
(307)548-6559 (O)
(307)272-1126 (C)

From: Kurt Markegard <kmarkegard@laurel.mt.gov>

Sent: Thursday, August 9, 2018 9:54 AM

To: Nick Wilson (nwilson@wilson-bros.com) <nwilson@wilson-bros.com>

Cc: City Mayor <citymayor@laurel.mt.gov>; City Clerk <cityclerk@laurel.mt.gov>; Matt Lurker <mlurker@laurel.mt.gov>; Tim Reiter <treiter@laurel.mt.gov>; Matt Wheeler <mwheeler@laurel.mt.gov>; Jonathan Weaver <jweaver@greatwesteng.com>; 'Chad Hanson' <chanson@greatwesteng.com>

Subject: Removal of the Weir in Yellowstone River

Nick,

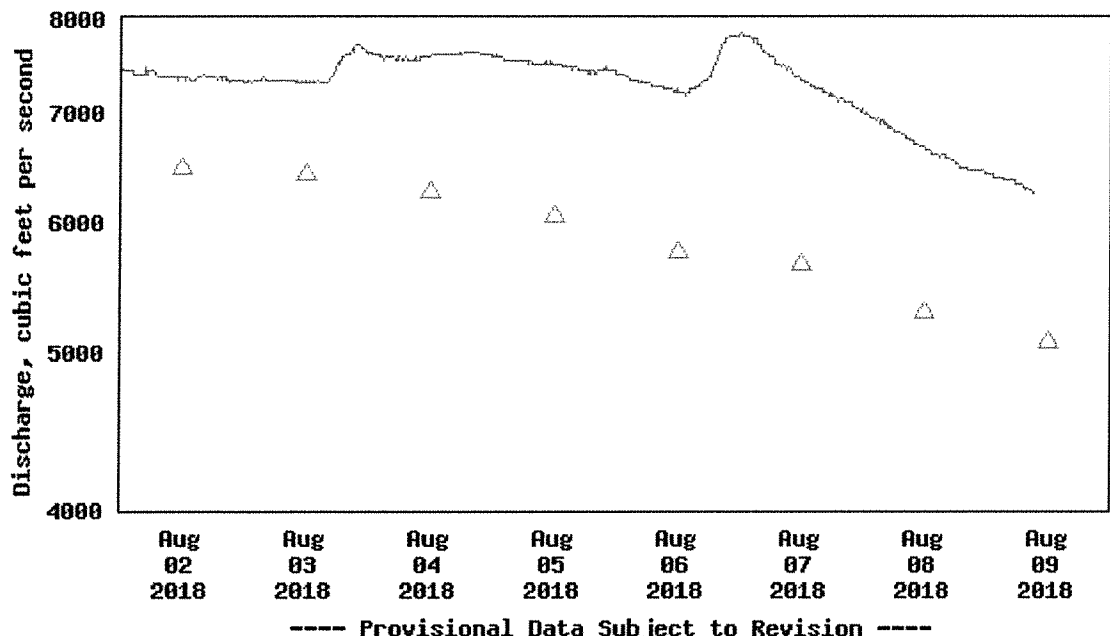
The Yellowstone River is finally starting to drop and the rock weir is starting to be exposed. The river flows at Billings is still above the 89 year average by 1200cfs. I am hopeful that the flows will continue on the downward trend and I would like to get together to discuss last year's quote to remove the weir and if you will have time to remove the rocks in the next 7 weeks.

Please email or call me.

Thanks,

Kurt

USGS 06214500 Yellowstone River at Billings MT



△ Median daily statistic (89 years) — Discharge