

CONTRACT CHANGE ORDER NO. 1,
TO AGREEMENT BETWEEN
YELLOWSTONE COUNTY AND SWANK CONSTRUCTION

Due to an unforeseen condition realized by the parties to the Agreement executed on July 5th, 2016, it is necessary to modify the Agreement by this Contract Change Order.

THEREFORE, it is hereby agreed by the parties that the following corrections shall be incorporated into the July 5th, 2016 Agreement:

Contract Change Order No. 1 – Item No. 1

Remove approximately 12 feet of 22" x 12" high duct work in soffit on lower level. Provide a reducer on ductwork to reduce ductwork to allow ductwork to pass by new lift wall.

Provide widest ductwork as available to get past the new wall. Plush ductwork against existing soffit framing to allow a duct as wide as possible.

Provide reducer to get back to 22" wide to turn up into wind diffuser on upper level.

Verify space required to expand to 22" ductwork-wall into crawlspace could be moved back to original Location if space in soffit required.

The addition of this work will add \$2,089.00 to the existing contract of \$78,900.00. The new revised total Agreement contract amount will be \$80,989.00

The rest and remainder of the terms and conditions of July 5th, 2016 Agreement shall remain in full force and effect and are not affected by this adjustment.

This adjustment will be effective November 15th, 2016.

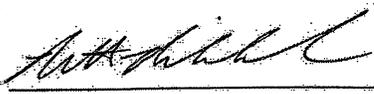
OWNER:

Yellowstone County
Billings, MT 59101

By: _____
John Ostlund
BOCC Chair

CONTRACTOR:

Swank Construction
Billings, MT 59101

By: 
_____ Matt Munkelsson PROJECT MANAGER

Attest

Jeff Martin
Clerk & Recorder



PROPOSAL REQUEST

PROJECT: 2323 2nd Ave. N. - ADA Lift Install
Billings, MT

REQUEST NO: One (1)

OWNER: Yellowstone County
Greg Erpenbach
217 N. 27th Street
Billings, MT 59101

DATE: October 5, 2016

PROJECT NO: 1613-A

TO: Swank Enterprises
2925 1st Ave N.
Billings, MT 59101

CONTRACT FOR: All Work

Please submit an itemized quotation for changes in the Contract sum and/or time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH WORK DESCRIBED HEREIN.

DESCRIPTION:

Item 1: Remove approximately 12' of 22" Wide x 12" High duct work in soffit on lower level. \$ 2089
Provide a reducer on ductwork to reduce ductwork to allow duct work pass by new lift wall.
Provide widest ductwork as possible to get past the new wall. Push ductwork against existing soffit framing to allow a duct as wide as possible.
Provide reducer to get back to 22" wide to turn up into window diffuser on upper level.
Verify space required to expand to 22" ductwork- wall into crawlspace could be moved back to original location if space in soffit required.

Proposed modifications will
[checked] increase [] decrease
Contract sum by \$ 2,089
SWANK ENTERPRISES
Contractor
By MATT MURKELSON

ATTACH ITEMIZED COST BREAKDOWN SUPPORT ABOVE STATED AMOUNT
Title PROJECT MANAGER
Date 10/11/16

INITIATED BY: PROJECT MANAGER: DATE:
WRITTEN BY: OWNER'S APPROVAL: DATE:

B.O.C.C. Regular

Agenda Item 1. g.

Meeting Date: 09/13/2016

Title: CONTRACT SWANK ENTERPRISES - WHEELCHAIR LIFT - PAYNE WEST BLDG

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Contract with Swank Enterprises for the Purchase and Installation of an ADA Compliant Wheelchair Lift at the Old Payne West Building

BACKGROUND:

On the June 28th, 2016 Board meeting, bids were opened for the purchase and installation of an ADA compliant wheelchair lift at the old Payne West building which after renovations will be occupied by the Sheriffs Office. Swank Enterprises General Contractors were low bid, and were awarded the project. We are now ready to proceed with the project and enter into a contract with Swank Enterprises.

RECOMMENDED ACTION:

Sign the Contract and return a copy to the Purchasing Department

Attachments

SWANK ENT - CONTRACT PAYNE WEST LIFT

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price**

This agreement is dated as of the 7th day of September 2016, by and between Yellowstone County, MT (hereinafter called Owner), and Swank Enterprises, Billings, MT (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. **Scope of Work**

Contractor shall furnish all labor, material and equipment necessary for the purchase and installation of an ADA compliant wheelchair lift in the old Payne West Building located at 2323 2nd Avenue North, Billings, MT as outlined in the Owner's Invitation for Bid dated June 7, 2016, Addendum #1 dated June 22, 2016 and Addendum #2 dated June 24, 2016.

2. **Contract Times**

The anticipated on-site start date for the project is September 6, 2016. The Contractor's bid included the number of days they needed for completion of the project; the total number of days needed is 60 consecutive calendar days. The Owner is requesting the project be completed by the end of that 60 day period which is approximately November 4, 2016. Should any additional work need to be performed, both parties prior to the work being completed must sign a written change order.

3. **Contract Price**

Owner shall pay the Contractor \$78,900.00; if progress payments are requested a 5% retainage fee will be withheld from all payments. The fee will be returned to the contractor upon completion of the project and acceptance by the Owner. A 1% Contractors' tax will be withheld from all payments made to the Contractor. The Contractors' tax will be forwarded to the State of Montana on behalf of the Contractor.

4. **Contractors Representation**

4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.

- 6.2 Contractor agrees to defend, indemnify and hold harmless the Owner against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertion or finding that the Owner is liable for any damages be reason on a non-delegable duty.
- 6.3 The Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor, or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
- 6.8 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
- 6.9 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with

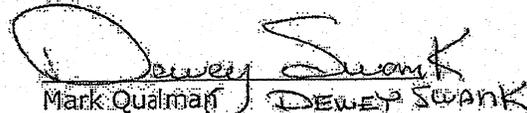
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective September 7th, 2016.

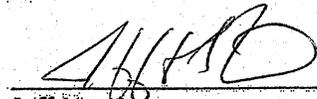
OWNER:
Yellowstone County
Billings, MT 59101

CONTRACTOR:
Swank Enterprises
Billings, MT 59101


John Ostlund
BOCC Chair


Mark Qualman
Construction Manager

Attest:


Jeff Martin
Clerk & Recorder

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6 day of SEPTEMBER, 20 16

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3830 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 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 Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, but not more than 120 days, notify the Claimant of the amounts that are disputed and the basis for challenging any amounts that are disputed, including but not limited to, lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable time, but not more than 120 days, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the surety to timely discharge of its obligations under this paragraph or to dispute or identify and specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety defenses to or right to dispute such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: SWANK ENTERPRISES
(Corporate Seal)

Signature: _____
Name and Title:
Address:

SURETY
Company: Travelers Casualty And Surety Company Of America
(Corporate Seal)

Signature: _____
Name and Title: Timothy G. Lightbourne, Attorney-in-Fact
Address: PO Box 2009, Great Falls, MT 59403

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 106539597

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
SWANK ENTERPRISES
2925 1st Ave North, Ste 1
Billings, MT 59101

SURETY (Name and Principal Place of Business):
Travelers Casualty And Surety Company Of America
One Tower Square
Hartford, CT 06183-6014

OWNER (Name and Address):
Yellowstone County, Board of County Commissioners
PO Box 35000
Billings, MT 59107

CONSTRUCTION CONTRACT
Date: September 6th, 2016
Amount: \$78,900.00
Description (Name and Location):
Yellowstone County Sheriff's Office ADA Wheel Chair Lift Installation
BOND
Date (Not earlier than Construction Contract Date): September 6th, 2016
Amount: \$78,900.00
Modifications to this Bond: [x] See Page 6

CONTRACTOR AS PRINCIPAL

SURETY

COMPANY:
SWANK ENTERPRISES

(Corporate Seal)

COMPANY:
Travelers Casualty And Surety Company Of America
(Corporate Seal)

Signature:
Name and Title:

Signature: Timothy G. Lightbourne
Name and Title: Timothy G. Lightbourne, Attorney-in-Fact

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
COGSWELL INSURANCE AGENCY, LLC
800 9th Street So.
Great Falls, MT 59405

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

1. The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. 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:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 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 the contractor selected with the Owner's 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 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.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, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 4; and

6.3 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.

7. 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, or successors.

8. 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.

9. 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 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 period of limitation available



SWANENT-02

AOLSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2016

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

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

PRODUCER Kallispell Office PayneWest Insurance, Inc. 33 Village Loop Kalispell, MT 59901	CONTACT NAME: PHONE (A/C, No, Ext): (406) 758-4200 FAX (A/C, No): (406) 755-1189 E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: BITCO Insurance Companies</td> <td>20095</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: BITCO Insurance Companies	20095	INSURER B: Continental Casualty Company	20443	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED Swank Enterprises PO Box 568 Valier, MT 59486															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1146189	01/01/2016	01/01/2017	<table style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> <td></td> <td></td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$</td> <td></td> <td></td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$</td> <td></td> <td></td> <td style="text-align: right;">1,000,000</td> </tr> </table>		PER STATUTE	<input checked="" type="checkbox"/>	OTH-ER		E.L. EACH ACCIDENT	\$			1,000,000	E.L. DISEASE - EA EMPLOYEE	\$			1,000,000	E.L. DISEASE - POLICY LIMIT	\$			1,000,000
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E.L. EACH ACCIDENT	\$			1,000,000																							
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E.L. DISEASE - POLICY LIMIT	\$			1,000,000																							
A	Inland Marine			CLP3630514	01/01/2016	01/01/2017	Scheduled Equipment 3,406,981																				
A	Equipment Floater			CLP3630514	01/01/2016	01/01/2017	Rented/Leased Equip 250,000																				

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

Yellowstone County Wheelchair Lift

CERTIFICATE HOLDER**CANCELLATION**

Yellowstone County
 Attn: Steve Krogstad
 P.O. Box 35015
 Billings, MT 59107

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

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