

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

This agreement is dated as of the 23rd day of July, 2024 by and between Yellowstone County, Montana (hereinafter called Owner), and V.I.P. Services, Inc. (hereinafter called Contractor).

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

1. **Scope of Work**

The fairgrounds will require janitorial services from August 9th through the 17th, 2024. Sneak A Peek will be the evening of Friday August 9th starting at 4:00 p.m. In addition to providing the required janitorial services for Sneak A Peek and the Nine full days of the fair, the facility will require a general mechanized sweeping and cleanup of the grounds (all asphalt areas including roadways) completed on August 9th before the Fair, then on August, 11th, 13th, 15th, and 17th as well as a final cleaning by August 26th. This service will have to be completed by 10:00 a.m. on each of these dates, with the exception of the final cleaning by the 26th, to provide a clean facility for the opening of each day. Along with the general sweeping and cleanup of the grounds after the Fair, we are including the filling in and repair of all holes left in the asphalt surfaces by the equipment and booths. All work done after the Fair will have to be completed by August 26th, 2024 and must be done to the satisfaction of the MetraPark staff. The fair janitorial services will start at various times, as noted later.

MetraPark will supply the following items:

1. Brooms
2. Garbage bags
3. Mops and mop buckets
4. Cleaning supplies
5. Garbage carts
6. Either a compactor or dumpster for trash

Please note Metra will not be providing a golf cart or any other transportation for the contracting party.

It will be the contracting party's responsibility to provide all necessary labor and equipment to perform the services listed below. These areas must be kept cleaned and monitored throughout the day; these services should be started at 4:00 p.m. on August 8th and 6:00 a.m. on August 9th through August 17th.

1. Sweep aisles and clean bathrooms in the Cedar Hall building.
2. Clean the bathrooms and showers in the bathroom/shower facility.
3. Clean all parking lots of all trash each morning before the gates open.
4. Clean the interior grounds of all trash each day and monitor throughout the day to ensure a clean facility.
5. Clean the picnic tables around the grounds and food tables by the MT Pavilion.
6. Empty garbage cans outside the front door of the MT Pavilion (cans are located outside the gates).
7. Clean the bathrooms in the 4-H building

In addition to providing the labor necessary to complete the above services, which are intended to provide clean fairgrounds for the next day, the selected contractor will be required to provide the following rovers during the afternoon and evenings to provide continuous cleaning services:

1. Service all bathrooms in the buildings listed above, as well as the metal bathrooms near the former Sandstone Building. This service should be performed during fair hours each day of the fair. The contractor will be required to record each time they service a restroom on a log sheet, provided by MetraPark, located in each restroom. There should be a minimum of four people, two men and two women, to provide this service.
2. A minimum of three people to provide continuous cleaning service, including the emptying of all trash barrels throughout the fairgrounds, in the following areas throughout the fair day: the Parks area, Coca Cola Court and Park/Midway areas, the Lake area in and around the Stage and the area and the Main entrance area. If the contractor requires the use of a utility vehicle for transportation of garbage throughout the grounds it will be the contractor's responsibility to provide the vehicle and follow MetraPark guidelines in regard to operation of vehicles on MetraPark grounds.
3. Contract Times

General sweeping and cleanup before MontanaFair begins on Friday August 9th, 2019. Janitorial services, general sweeping and cleanup during MontanaFair, Friday August 9th, 2024 through Saturday August 17th, 2024 General Sweeping, cleanup and asphalt repair after MontanaFair, to be completed by Friday August 23st, 2024

3. Contract Price

Owner shall pay the Contractor \$7,675.00 for general sweeping and cleanup before the Fair, and \$55,948.00 for janitorial services, general sweeping and cleanup for all days of the Fair, as well as general sweeping and asphalt repair after the Fair for \$2,850.00 for a total of \$66,473.00. The Contractor should submit their invoices directly to MetraPark upon satisfactory completion of services for the period being invoiced.

4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 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.
- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 The Contractor's proposal dated July 17th, 2024
- 5.3 Contractor's Certificate of Insurance and Workers Compensation coverage.
- 5.4 Cleaning Map

6. Miscellaneous

- 6.1 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 become due and moneys that are due may not be assigned without written 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 discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor, shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/MetraPark as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County/ MetraPark, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/MetraPark, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone

County/MetraPark from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/MetraPark, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/MetraPark. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.
- 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 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 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.

- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 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 Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 SUSPENSION AND TERMINATION

- 8.1 Without terminating this Agreement, the COUNTY may suspend the CONTRACTOR's Services following written notice to the CONTRACTOR. On the suspension date specified in the notice, the CONTRACTOR shall have ceased its Services in an orderly manner. The CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for Services rendered through the suspension date specified in the notice, but in no case will the CONTRACTOR be paid for Services rendered after the date of such suspension. If resumption of the CONTRACTOR's Services requires any waiver or change in this Agreement, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Agreement.
- 8.2 The COUNTY shall have the right to terminate this Agreement, in whole or in part, at any time during the course of performance by providing 30 days written notice to the CONTRACTOR. On the termination date specified in the notice, the CONTRACTOR shall have ceased its Services in an orderly manner. If a new contractor is retained to, or the COUNTY will itself, complete the Services, the CONTRACTOR will cooperate fully with the COUNTY in preparing the new contractor or the COUNTY itself to take over completion of the Services on the specified termination date. The CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for Services rendered in conformance with this Agreement through the date of termination specified in the COUNTY's notice to the CONTRACTOR, but in no case will the CONTRACTOR be paid for Services rendered after the date of such termination.
- 8.3 In the event of a material breach of this Agreement by the COUNTY, the

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

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

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 July 23rd, 2024.


OWNER:

Yellowstone County
Billings, MT 59101

John Ostlund
Chairman

CONTRACTOR:

VIP Services, Inc.
Billings, MT 59101



Charles W. Loveridge
Authorized Representative

Attest:

Jeff Martin
Clerk and Recorder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2023

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

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


PRODUCER Leavitt Great West Insurance Services, LLC PO Box 2518 Billings MT 59103		CONTACT NAME: Kaz Deavila PHONE (A/C, No, Ext): (877) 229-4553 FAX (A/C, No): (866) 751-8096 E-MAIL ADDRESS: kaz-deavila@leavitt.com	
INSURED VIP Services, Inc 1206 Cordova Billings MT 59101		INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Family Mutual Insurance Company INSURER B: Montana State Fund INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	23574
		15819	

COVERAGES **CERTIFICATE NUMBER:** CL2312441058 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	CPMT0560120233	10/27/2023	10/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CPMT0560120233	10/27/2023	10/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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	034128421	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is a Additional Insured with respects to General Liability MFMBP036 per contract. Charles Loveridge is excluded from Workers Comp & Employers Liability

CERTIFICATE HOLDER		CANCELLATION	
Yellowstone County Purchasing Dept PO 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 Kaz Deavila/KADEAV 	

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DATE 7/17/2024

BID PROPOSAL

CUSTOMER: YELLOWSTONE COUNTY - METRA PARK 2024 FAIR
 CONTACT: JAMES MATTESON
 PHONE: 406-256-2717
 EMAIL: imatteson@yellowstonecountymt.gov
 PROPERTY: METRA PARK
 308 6TH AVENUE NORTH
 BILLINGS, MONTANA 59101

WORK TO BE PERFORMED	TOTAL
2024 FAIR.GROUNDS & BATHROOM CLEANING	\$55,948.00
DAILY PRE FAIR SWEEPING	\$7,675.00
FINAL SWEEPING & ASPHALT REPAIR	\$2,850.00
TOTAL	\$66,473.00

OTHER SERVICES AVAILABLE
CRACK FILLING
CLEANING DIRT, DEBRIS AND WEEDS, THEN PREPPING CRACK AND FILLING WITH HOT APPLIED SEALANT.
PARKING LOT SEALCOATING
SEALCOAT WITH PREMIUM ASPHALT EMULSION SPRAY COATINGS OF SEALCOAT APPLIED
DESIGN LAYOUT & STRIPING
STRIPING LOT BASED ON EXISTING LAYOUT OR REDESIGNED
ASPHALT REPAIR / SKIN PATCH
REMOVE AND REPAIR OF FAILED ASPHALT. ASPHALT REPAIR TO CONSIST DIGGING OUT OF DAMAGED ASPHALT SECTIONS PREPPING BASE AND INSTALLING NEW ASPHALT

ESTIMATOR: CHARLIE LOVERIDGE
charlie@vipmt.com
 PHONE 406-245-9378 WWW.VIPMT.COM
 VIP SERVICES, INC. ~ 1206 CORDOVA STREET ~ BILLINGS, MONTANA 59101



SYMBOLS LEGEND

- Public Parking
- Handicap Parking
- Tram Stop
- Bus Stop
- Pedestrian Tunnel
- Restrooms
- Information
- Cash Machine
- Beer Garden
- Food & Drink

BUILDINGS & ATTRACTIONS

- | | | | |
|---|-----------------|-----------------------------------|---------------------------------|
| 1. FIRST INTERSTATE ARENA and EXHIBIT HALL | 5. MONTANA PARK | 10. WRS EXPO CENTER Youth Art | 14. CARNIVAL CAMPING |
| 2. COURTYARD | 6. KIDS WORLD | 11. MONTANA LOTTERY WINNER'S CLUB | 15. SUPER BARN Horse Arena |
| 3. MONTANA PAVILION Marketplace Heritage Arts | 7. NILE OFFICE | 12. ART BARN | 16. AG BARN |
| 4. 4TH AVENUE STAGE | 8. MIDWAY | 13. 4-H BUILDING | 17. DRAFT HORSES and DIGIT DAYS |
| 9. LAKE STAGE | | | |