

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

This agreement is dated as of the 18th day of September 2024, by and between Yellowstone County, Montana (hereinafter called Owner), and Jim Rooney Excavation, Shepherd, Montana (hereinafter called Contractor).

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

1. **Scope of Work**

Contractor shall provide all labor and equipment necessary for the requested work related to the roadway maintenance, located in the Beartooth Pointe, RSID 703M, as outlined in the attached Scope of work Exhibit "A". Beartooth Pointe is located north of Laurel.

2. **Contract Times**

This contract will be in effect until the complete scope is complete and approved by the County and Subdivision As-Hoc Representative. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. **Contract Price**

The Owner shall pay the Contractor according to the prices outlined in the price quote sent by the Contractor. Refer to the Bid Proposal for a full list of proposed services and pricing. The contractor shall submit invoices to the Yellowstone County Public Works Department once the work is complete.

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 the 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 Scope of Work Exhibit "A"
- 5.3 Contractor's Bid Proposal by M. Singer for service and pricing reference
- 5.4 Contractor's current Certificate of Insurance and Workers Compensation coverage.

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 The 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 Yellowstone County is liable for any damages by reason of 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 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.

6.7 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.

6.8 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 subcontractors 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 qualifications 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 persons performing under the contract.

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 Termination

This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this 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.

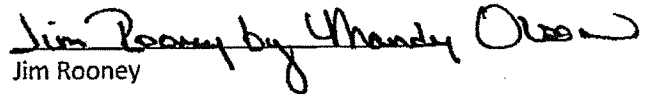
This Agreement will be effective September 18th, 2024.

OWNER:
Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:
Jim Rooney Excavating
Shepherd, MT 59079



Jim Rooney
Owner

** Time line pending upon when
Wharton Aseptals can perform
their portion **

EXHIBIT "A"

Submitted Price Quote and Bid Proposal

Scope of Work – Specifications

September 2024

August 27, 2024

Yellowstone County is currently soliciting price quotations for all labor, materials, necessary equipment and permits required for

Road Work for RSID 703 Beartooth Pointe Estates Subdivision

For 2024 Maintenance Season

A Scope of Work for the project is attached.

All quotations must be labeled 'Beartooth Pointe Estates' and submitted to the Yellowstone County Public Works Department, P.O. Box 35024, Billings, MT 59107 or delivered to the Public Works Department, Room 3201 of the Stillwater Building, 316 North 26th Street, Billings, MT 59101 or e-mailed to lmcisaac@yellowstonecountymt.gov to be received **no later than 5:00 p.m. September 6, 2024.**

Quotes received after the aforementioned time and date will not be considered.

The selected contractor will be required to provide a copy of their workers compensation coverage and general liability insurance prior to beginning the project.

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 subcontractors 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 qualifications 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 persons performing under the contract.

If you have any questions concerning this project, please contact Logan McIsaac at the Yellowstone County Public Works Department at (406)-670-0283 or lmcisaac@yellowstonecountymt.gov

Yellowstone County reserves the right to reject any or all quotes received and to accept the quote that best serves the interests of Yellowstone County.

Thank you,

Logan McIsaac
Public Works Project Manager
Yellowstone County

Road Work for RSID 703 Beartooth Pointe Estates Subdivision
Scope of Work – Specifications

The scope of work includes but is not limited to the following:

Base Bid:

- Import & Regrade Mailbox Cluster Approximately 300 SY
- Import & Regrade Lobo Drive Approximately 200 SY
- Culvert Cleaning 4 EA
- Pot Holes & Failing Pavement Approximately 80 SY

Description of Work:

On behalf of the Adhoc committee representing the RSID, Yellowstone County Public Works is soliciting bids for the described work. The work includes importing necessary road mix material to reestablish a smooth transition off of the pavement around the mailbox cluster. The approximate area of this work is 300 square yards. The next section of import and regrading is through a section dedicated as a public easement near the end of Lobo Drive where the pavement terminates on the west half of the roadway, this area needing leveled is approximately 200 square yards. There are four main culverts to transport stormwater under the roadways in the subdivision that will need cleared of debris and buildup in order to function as intended. The last element of work is near the beginning of the subdivision where there are some localized areas of the pavement failing. One location is in the south bound lane, outside wheel track across from the nearby driveway approach. The other location is in the same area on the east edge of the pavement mat where the roadside shoulder would need to be built back up where erosion has caused the existing shoulder to diminish. The quantities for the described work are only approximate and the responsive bidder should follow their own due diligence to establish quantities and volumes required to build the project. The attached maps show approximate locations of the work areas.

Beartooth Pointe Estates Subdivision

Legal Description: Resolution 03-79 Rural Special Improvement Maintenance District #703M.
NE1/4 S05, T02S, R24E

Location: Approximately one mile north and half mile west of Laurel City Limits heading north on First Avenue. Head north out of Laurel on First Avenue and turn left (west bound) on W 12th Street, then turn right (north bound) on Valley Drive, stay on Valley Drive until it turns into Timberwolf Trail.

Roadwork for RSID 703 Beartooth Pointe Subdivision
INSURANCE REQUIREMENTS

The following insurance coverage must be in force throughout the project. Coverage may be obtained through either a general liability policy or excess liability umbrella coverage.

Comprehensive General Liability

A.	Per occurrence	\$1,000,000
B.	General aggregate	\$2,000,000

Personal Injury

A.	Per occurrence	\$1,000,000
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Worker's Compensation

A.	State	Statutory
B.	Federal	Statutory
C.	Employer's Liability	\$500,000

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

1. Read and understand the specifications.
2. Have made yourself familiar with any State laws that pertain to the bid.
3. Asked and received answers to any questions regarding the bid procedure, specifications or general information.
4. Addressed and mailed or delivered your quotation to be received at the correct address by the time and date indicated.

Roadwork for RSID 703 Beartooth Pointe Subdivision
Price Quote (BID) Sheet

Please include this sheet with your bid documents.

Base Bid – All road work described in this RFQ Packet

*Bid price should include guarantee of work

Base Bid	Unit Price	Units (Approx.)	Total Line Price
Import & Regrade Mailbox Cluster	MT 750 Machine 12.50 ⁰⁰	300 SY	2000 ⁰⁰
Import & Regrade Lobo Drive	MT 500 " 15.00 ⁰⁰	200 SY	2000 ⁰⁰
Culvert Cleaning	250 x 4	4 EA	1000 ⁰⁰
Potholes		80 SY	5000 ⁰⁰
		Total	10,000⁰⁰

Jim Rooney Excavating
 Company Name

Jim Rooney
 Authorized Representative

8100 Shepard Rd
 Mailing Address

Shepard, MT 59079
 City, State and Zip Code

406-6
 Telephone and Fax Number

273711
 Contractor Number (if applicable)

9/13/24
 Date