

**Standard Form of Agreement between Owner  
and Contractor on the Basis of a Stipulated Price for  
Aeration, Fertilizing and Weed Control Work**

This agreement is dated as of the 4 day of May 2024, by and between Yellowstone County, Montana (hereinafter called Owner), and Hapa Lawn Care. (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 material as outlined on the April 25, 2024 quote provided by Hapa Lawn Care

2. Contract Term

The contract will be effective upon signature through October 31, 2026 with the ability to renew annually until either party wishes to terminate by providing a 30 day written notice. See Section 8.

3. Contract Price

Owner shall pay the Contractor for services completed as specified in their April 25, 2024 quote not to exceed \$3,300 in 2024. A market adjustment may occur in 2025 based on material increases. This increase shall not exceed 10%.

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 The Contractor's Quote dated April 25th, 2024.
- 5.3 The 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 successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, 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 / Public Works, 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 / Public Works, 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 / Public Works, 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 / Public Works 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 / Public Works, 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/ Public Works, 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/Yellowstone County Public Works. 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 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 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.
- 6.8 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 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 May 7 2024.

OWNER:

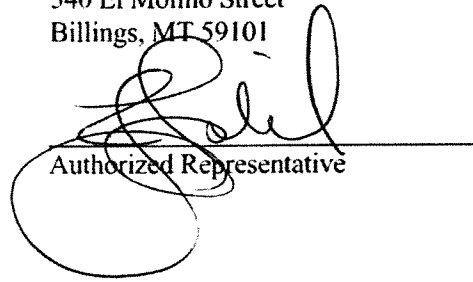
Yellowstone County  
Billings, MT 59101



\_\_\_\_\_  
Monica Plecker  
Deputy Public Works Director

CONTRACTOR:

Hapa Lawn Care  
540 El Molino Street  
Billings, MT 59101

  
\_\_\_\_\_  
Authorized Representative

# ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YYYY)

5-8-24

**PRODUCER**  
 Doug Irion Insurance  
 490 N 31st St Ste 120  
 Billings MT 59101  
 (P) 406 255 7181  
 (F) 406 255 7180  
 irioninsurance@yahoo.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Atlantic Casualty
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

**INSURED**  
 Hapa Lawn Care LLC  
 540 El Molino St  
 Billings MT 59101

### COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	L140004911	4/26/24	4/26/25	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED. EXPENSE (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYER \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

### CERTIFICATE HOLDER

Yellowstone County

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**Maintenance for Harris Park**  
**Price Quote (BID) Sheet**

**Please include this sheet with your bid documents.**

Base Bid – Maintenance from April – October

\*Bid price should include guarantee of work

- Aeration: \$ 800.00 / PER
- Fertilizing \$ 250.00 / PER application
- Weed Control \$ 250.00 / PER application
- Irrigation System Maintenance \$ \_\_\_\_\_

Hepalawad CARE  
Company Name

Bryan & Jamie Fandrich  
Authorized Representative

540 El Molino St.  
Mailing Address

Billings MT 59107  
City, State and Zip Code

406-679-3800  
Telephone and Fax Number

\_\_\_\_\_  
Contractor Number (if applicable)

4/25/24  
Date

Hapa Lawn Care  
540 El Molino St  
Billings, Montana 59101  
United States

Mobile: 808-634-0130

# Estimate

BILL TO  
**Harris Park**  
Monica Plecker  
P.O. Box 35024  
Billings, Montana 59107  
United States

406-254-7926  
mplecker@yellowstonecountymt.gov

**Estimate Number:** 1  
**Estimate Date:** April 25, 2024  
**Valid Until:** April 25, 2024

**Grand Total (USD):** \$3,300.00

Services	Quantity	Price	Amount
<b>1st Application</b> Weed and Feed	1	\$500.00	\$500.00
<b>2nd Application</b> Weed and Feed	1	\$500.00	\$500.00
<b>3rd application</b> Weed and Feed	1	\$500.00	\$500.00
<b>4th Application</b> Weed and Feed	1	\$500.00	\$500.00
<b>5 Application</b> Weed and Feed	1	\$500.00	\$500.00
<b>Aeration</b>	1	\$800.00	\$800.00
<b>Total:</b>			\$3,300.00
<b>Grand Total (USD):</b>			\$3,300.00

#### Notes / Terms

The weed Control specific is for treating thistle in addition to broad spectrum broadleaf control.