

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

This agreement is dated as of the 4th day of August 2025 by and between Yellowstone County, Montana (hereinafter called owner), and Fisher Sand & Gravel (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 various road materials as outlined in the County's solicitation dated July 18, 2025.

2. **Contract Times**

The materials will be purchased from August 1, 2025, through July 31st, 2026.

3. **Contract Price**

Owner shall pay the Contractor per "Exhibit A".

4. **Contractors Representation**

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

4.2 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.

4.3 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 Contractor's price quotation dated July 30th, 2025.
- 5.3 Yellowstone County's Request for Quotations dated July 18th, 2025.

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 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 Termination

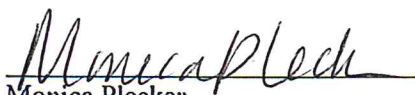
This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under 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 August 4th, 2025

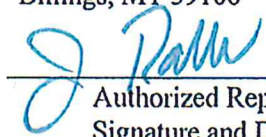
OWNER:

Yellowstone County
Billings, MT 59101


Monica Plecker
Director Public Works

CONTRACTOR:

Fisher Sand & Gravel
7105 Laurel Airport Rd
Billings, MT 59106


Authorized Representative
Signature and Date

8/6/2025

Fisher Sand & Gravel
YELLOWSTONE COUNTY PUBLIC WORKS
ROAD MATERIALS FOR 2025 – 2026
PRICE SHEET

All materials must meet the requirements of either the Montana Public Works Standard Specifications, or the "Standard Specifications for the Road and Bridge Construction", latest edition, adopted by the Montana Department of Highways and the Montana Highway Commission.

Price if the contractor loads material:

20,000 tons of base course 1 1/2" material	\$ <u>7.95</u> per ton
20,000 tons of top surface course 3/4" material	\$ <u>8.60</u> per ton
200 tons of 1/4" chip gravel material	\$ <u>N/A</u> per ton
3,000 tons of 3/8" chip gravel material	\$ <u>17.15</u> per ton
1,200 tons of 1/2" chip gravel material	\$ <u>21.00</u> per ton
2,000 tons of natural fines material Reject Sand	\$ <u>8.00</u> per ton
20,000 tons of sub base course 3" minus gravel material	\$ <u>7.50</u> per ton

Price if the County loads material:

20,000 tons of base course 1 1/2" material	\$ <u>7.90</u> per ton
20,000 tons of top surface course is 3/4" material	\$ <u>8.55</u> per ton
200 tons of 1/4" chip gravel material	\$ <u>N/A</u> per ton
3,000 tons of 3/8" chip gravel material	\$ <u>17.10</u> per ton
1,200 tons of 1/2" chip gravel material	\$ <u>20.95</u> per ton
2,000 tons of natural fine material Reject Sand	\$ <u>7.95</u> per ton
20,000 tons of sub base course 3" minus gravel material	\$ <u>7.45</u> per ton

Please complete the following information.

Approximate cubic yards of base course material per ton .65

Approximate cubic yards of top surface material per ton .65

Fisher Sand & Gravel
Company


Authorized Representative

7105 Laurel Airport Road
Address

Billings, MT 59106
City, State and Zip Code

406-657-9603
Telephone Number

7/24/2025
Date