

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

This agreement is dated as of the day of August 28, 2025, by and between Yellowstone County, Montana (hereinafter called Owner), and Big Sky Dirt Works and Excavation, Laurel, 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 Pheasant Brook, RSID 701M, as outlined in the attached proposal and described work Exhibit "A". Pheasant Brook is located northeast of Laurel, southeast of the intersection of Laurel Airport Road and Yard Office Road.

2. Contract Times

This contract will be in effect until the entire scope is complete and approved by the County and Subdivision Ad-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 one-thousand, eight-hundred dollars and no cents (\$1,800.00) 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 Contractor's Email Proposal by Michael Nesson Exhibit "A"
- 5.3 Contractor's current Certificate of Insurance

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 August 28, 2025.

OWNER:

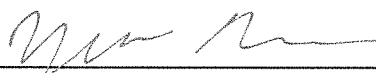
Yellowstone County
P.O. Box 35024
Billings, Montana 59107



Monica Plecker
Public Works Director

CONTRACTOR:

Big Sky Dirt Works and Excavation
P.O. Box 254
Laurel, MT 59044



Michael Nesson
Owner

Logan McIsaac

From: Jeri Lamerton <Jeri@lamertonstrat.com>
Sent: Thursday, August 14, 2025 1:45 PM
To: Logan McIsaac
Cc: jwlamerton@gmail.com; Stryker Anderson; Bryant Beck
Subject: FW: Quotes for Trail and Pond Area Repairs

Hi Logan,
Here is the contact information for Mike Nesson:

- Big Sky Dirt Works & Excavation – Laurel, MT - mikenesson@gmail.com - (406) 670-9076, <https://brand.site/Bigskydirtworksandexcavation>



From: Stryker Anderson <sbanderson100@gmail.com>
Sent: Thursday, August 14, 2025 8:04 AM
To: Jeri Lamerton <Jeri@lamertonstrat.com>
Subject: Fwd: Quotes for Trail and Pond Area Repairs

Logan,

Work with Jeri and John on getting the info you need. Thanks

Stryker

----- Forwarded message -----

From: Logan McIsaac <lmcisaac@yellowstonecountymt.gov>
Date: Wed, Aug 13, 2025 at 10:49 AM
Subject: RE: Quotes for Trail and Pond Area Repairs
To: Stryker Anderson <sbanderson100@gmail.com>

Stryker,

Can you send me their contact? I will need their COI, WC, and W9. Then I can get a contract to them and I will copy you and Bryant when I send that.

Thank you,

Logan McIsaac

Project Manager

C: (406) 670-0283

D: (406) 256-6996

www.yellowstonecountymt.gov

lmcisaac@yellowstonecountymt.gov

From: Stryker Anderson <sbanderson100@gmail.com>
Sent: Wednesday, August 13, 2025 10:29 AM
To: Logan McIsaac <lmcisaac@yellowstonecountymt.gov>
Subject: Fwd: Quotes for Trail and Pond Area Repairs

Logan,

Please take a look at the quotes we have received from a contractor to do some of the work on the trails and ponds in the subdivision. Let me know what you think and if we can give this guy the go ahead to start the work. We will be going with the cheaper quote.

Best,

Stryker

----- Forwarded message -----

From: Jeri Lamerton <Jeri@lamertonstrat.com>
Date: Tue, Aug 12, 2025 at 8:54 PM

Subject: RE: Quotes for Trail and Pond Area Repairs

To: Stryker Anderson <sbanderson100@gmail.com>

Cc: rusty.lohof@gmail.com <rusty.lohof@gmail.com>, jwlamerton@gmail.com <jwlamerton@gmail.com>, montana199@hotmail.com <montana199@hotmail.com>, danandbethsmith@floberg.com <danandbethsmith@floberg.com>, stevec.canak23@gmail.com <stevec.canak23@gmail.com>, jlamerton@wyoben.com <jlamerton@wyoben.com>, Michael Darcy <totemhunter@mac.com>, Bryant Beck <bryantbeck24@gmail.com>

Stryker,

Did this quote get approved by Logan? Any timeline on when we can start the projects?



From: Michael Darcy <totemhunter@mac.com>

Sent: Saturday, August 2, 2025 4:16 PM

To: Bryant Beck <bryantbeck24@gmail.com>

Cc: Stryker Anderson <sbanderson100@gmail.com>; Jeri Lamerton <Jeri@lamertonstrat.com>; rusty.lohof@gmail.com; jwlamerton@gmail.com; montana199@hotmail.com; danandbethsmith@floberg.com; stevec.canak23@gmail.com; jlamerton@wyoben.com

Subject: Re: Quotes for Trail and Pond Area Repairs

I am okay moving ahead with the cheaper quote and assess his work for future projects.

Mike

Sent from my iPhone

On Aug 1, 2025, at 12:00 PM, Bryant Beck <bryantbeck24@gmail.com> wrote:

All,

I am in agreement on proceeding with these jobs.

Let's submit these estimates to the county for their review, and we can note our contractor preference to Logan at that time.

Thanks,

Bryant

On Fri, Aug 1, 2025, 11:24 AM Stryker Anderson <sbanderson100@gmail.com> wrote:

Hey everyone,

I think we should get John's guy to get in here and get it done. John mentioned to me he thinks the cheaper quote was a better individual to work with anyway. We can use him for the dirt clean-up and the trail tune-up next to Pond 1 & 2. If he does a good job we could have him do other projects around the neighborhood. Everyone in agreement?

I have a message out to Logan at the county about approving this along with clarification on who has to maintain the grass and tree on the SW side of the intersection. There is discussion about improving that for better visibility at the intersection. I will let you know what I find out.

Stryker

On Wed, Jul 23, 2025 at 9:34 PM Jeri Lamerton <Jeri@lamertonstrat.com> wrote:

Replying all because I had Steve's email wrong again. So sorry!

<image001.png>

From: Jeri Lamerton

Sent: Wednesday, July 23, 2025 9:33 PM

To: sbanderson100@gmail.com; rusty.lohof@gmail.com; jwlamerton@gmail.com; montana199@hotmail.com; danandbethsmith@floberg.com; totemhunter@mac.com; steve.canak23@gmail.com; Bryant Beck <bryantbeck24@gmail.com>

Cc: jwlamerton@gmail.com <jlamerton@wyoben.com>

Subject: Quotes for Trail and Pond Area Repairs

Hi all,

I'm sharing, on behalf of John, two quotes for the repair work on the trail near our house and for leveling the dirt beside the pond. We sent out requests to four different contractors and received responses from the following two:

1. **Cohesive Construction & Excavation LLC, Columbus, MT** – provided by Tony (tony@drtman.com) {attached}
2. **Big Sky Dirt Works & Excavation, Laurel, MT** – provided by Mike (mikenessan@gmail.com) {below}

From: Michael Nesson <mikenessan@gmail.com>

To: John Lamerton <JLamerton@wyoben.com>

Subject: Re: Request for Dirt Leveling and Excavation Work – Please Contact Us

Hello John,

I came up with a quote for fixing the walking path (this would include bringing in some 3/4 road mix.) and leveling out the dirt piles behind pond one. The total for the whole thing is \$1800.

Thanks and let me know if you have any questions or concerns. Mike Nesson.

Please review both quotes at your convenience and let me know when we're ready to submit them to Logan for approval so we can move forward with these projects.

Thanks,
~Jeri

<image001.png>

Logan Mclsaac

From: Michael Nesson <mikenesson@gmail.com>
Sent: Thursday, August 21, 2025 2:39 PM
To: Logan Mclsaac
Subject: Re: Pheasant Brook Work
Attachments: image001.png; 2025-08-21 14-22.pdf; COI - Big Sky Dirt Works & Excavation - For Information Purposes Only.pdf

Logan,

Attached is my w-9 and insurance, i will provide my ICEC as soon as i get it. Also a summary of what i will be doing is there is a pile of dirt they would like spread out and a gravel walking path approximately 150 feet long has been rutted up. I will start on that by smoothing out the ruts then bring in some fresh road mix and smooth that out and grade it for a smooth walking path.

Thanks Mike Nesson.

On Thu, Aug 21, 2025, 1:59 PM Logan Mclsaac <lmclsaac@yellowstonecountymt.gov> wrote:

Mike,

Go ahead and send over your certificate of insurance, W9, and your quote to the Pheasant Brook Subdivision.

Once I have those I will get started on the contract.

When you do get your workers' comp. exemption please send that.

Thank you,

Logan Mclsaac

Project Manager

C: (406) 670-0283

D: (406) 256-6996

www.yellowstonecountymt.gov

lmcisaac@yellowstonecountymt.gov

From: Logan Mclsaac
Sent: Thursday, August 14, 2025 1:55 PM
To: mikenessan@gmail.com
Subject: Pheasant Brook Work

Mike,

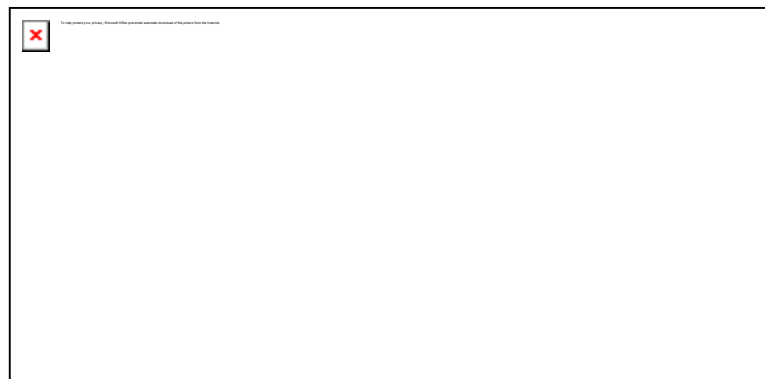
I was informed by the Ad-Hoc Board of Pheasant Brook that they want you to do some trail work for them.

I will need to get a contract wrote up. For the contract I will need your certificate of insurance, workers' comp, and W9.

If you could send over your proposal or a brief write up specifying the work that was discussed I will include those details in the contract.

Let me know if you have any questions.

Thank you,





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/23/2025

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 have **ADDITIONAL INSURED** provisions or 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 Your Policy DBA Frontier Insurance Solutions 848 Main Street #16 Billings, MT 59105	CONTACT NAME: Your Policy DBA Frontier Insurance Solutions PHONE (A/C, No. Ext): (406)265-4842 FAX (A/C, No): (406)265-4842 E-MAIL ADDRESS: kim_logan@your-policy.com INSURER(S) AFFORDING COVERAGE INSURER A: NAUTILUS INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Mike Nesson DBA: Big Sky Dirt Works & Excavation 1231 5th Ave Laurel, MT 59044	NAIC #

COVERAGES**CERTIFICATE NUMBER:** 96281755-250723083710**REVISION NUMBER:** 1

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:			NN1819669	03/20/2025	03/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only.
To Request a cert please email:
service.cl.west@your-policy.com

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

(CJR)

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