YELLOWSTONE COUNTY INDEPENDENT CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and TW Ridley, LLC, herein referred to as "CONTRACTOR", whose address is 609 Charles Street, Billings, MT 59101.

THE PARTIES AGREE AS FOLLOWS:

- 1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services for the Extension Building Renovation project in accordance with the plans and specifications attached and hereby incorporated as **Exhibit A.**
- 2. <u>INDEPENDENT CONTRACTOR</u>: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. Neither CONTRACTOR or its principals or employees are employees of COUNTY.
- 3. <u>EFFECTIVE DATE AND TIME OF PERFORMANCE</u>: CONTRACTOR shall commence work upon approval of this Contract by both parties and shall complete the described work by November 14th, 2025.
- 4. <u>COMPENSTATION</u>: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of \$73,000.00. CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY <u>prior</u> to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

- 1. CONTRACTOR has examined and reviewed Contract Documents and other related paperwork
- 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.
- 3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and furnishing of the work.
- 4. CONTRACTOR has given COUNTY 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 of the scope of services.
- 6. <u>CONTRACT DOCUMENTS</u>: The Contract Documents, which comprise the entire agreement between COUNTY and CONTRACTOR, consist of the following:
 - 1. This agreement

- 2. CONTRACTOR's certificate of insurance and workers compensation coverage
- 3. Exhibit A Construction Drawings
- 7. <u>WARRANTY</u>: CONTRACTOR warrants that all services shall be performed in a professional manner. CONTRACTOR acknowledges that it shall be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
- 8. <u>MODIFICATION OF CONTRACT</u>: This Contract contains the entire agreement between parties, and no statements or promises made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be modified or altered except upon written agreement signed by both parties. Any subcontractor shall be bound by all of the terms and conditions of this Contract.
- 9. INSURANCE: CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of million dollars (\$750,000) for each occurrence (minimum) and two million dollars (\$1,500,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY at least ten (10) days prior to beginning work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.
- 10. <u>INDEMNIFICATION</u>: CONTRACTOR agrees to waive all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with incidental to CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTORS's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its offices, agents or employees.
- 11. <u>COMPLIANCE WITH LAWS</u>: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and 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. CONTRACTOR or their subcontractors 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.
- 12. <u>PREVAILING WAGE</u>: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars (\$25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of Montana Prevailing Wage Rates established by the Montana Department of Labor and Industry.

Each CONTRACTOR (Prime and sub) must submit (through the prime CONTRACTOR) certified payrolls for each week from the time the project begins through completion. Certified payrolls must

be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, CONTRACTOR shall note this on the payroll.

- 13. <u>PREFERENCE</u>: CONTRACTOR agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana Residents.
- 14. <u>PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE</u>: Performance of this Contract is in Yellowstone County, Montana and venue for any litigation arising from performance of this Contract is the 13th Judicial District Court, Yellowstone County, Montana. This Contract shall be governed by the laws of the State of Montana.
- 15. <u>ATTORNEY FEES</u>: In the event of litigation between CONTRACTOR and COUNTY, the prevailing party shall be entitled to reimbursement of court costs and reasonable attorney fees by the non-prevailing party.
- 16. <u>SUSPENSION</u>: Without terminating this Contract, COUNTY may suspend CONTRACTOR's services following written notice. On the suspension date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. 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 CONTRACTOR be paid for services rendered after the date of such suspension. If resumption of CONTRACTOR's services requires any waiver or change in this Contract, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Contract.
- 17. TERMINATION: COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

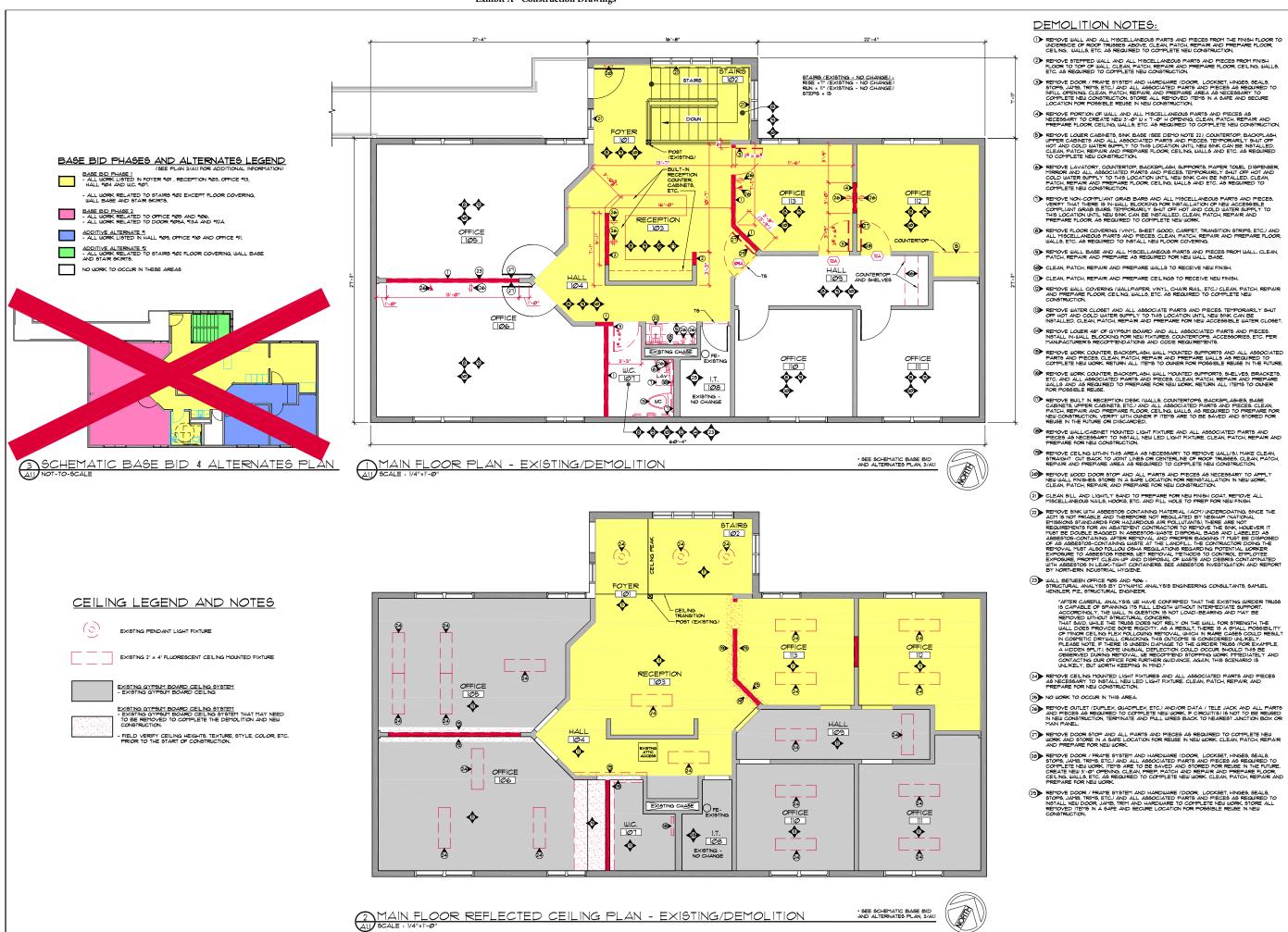
In the event of a material breach of this Contract by COUNTY, the CONTRACTOR shall have the right to terminate this Contract thirty (30) days after written notice to COUNTY specifying such material breach, unless COUNTY has cured such material breach within said period.

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

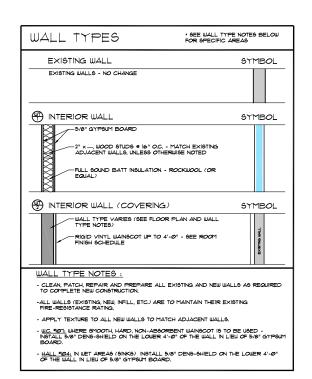
In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective October 7th, 2025.

COUNTY: Yellowstone County Billings, MT 59101	CONTRACTOR TW Ridley, LLC Billings, MT 59101 Shaue Ridley		
Mark Morse, Chair	Shane Ridley		
Board of County Commissioners	Owner		
ATTEST:			
Jeff Martin, Clerk and Recorder			



Document Ref: 7FLCO-GPEWW-YKUQC-YP56S



GENERAL NOTES:

- CONTRACTOR IS TO FIELD VERIFY ALL CONDITIONS, DIMENSIONS AND ELEVATIONS TO THE START OF CONSTRUCTION. ANY DISCREPANCIES BETWEEN THE ACTUAL CONDITIONS AND THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE ARCHITECT INFEDIATELY.
- SEE ARCHITECTURAL FOR ADDITIONAL INFORMATION AND COORDINATION
- SHOP DRAWING APPROVAL IS REQUIRED FOR ALL ITEMS, ALL SHOP DRAWINGS ARE TO BE SENT TO THE ARCHITECT FOR REVIEW 4/OR FOR DISTRIBUTION TO ENGINEERS, UNLESS OTHERWISE NOTED.
- CONTRACTOR 19 TO PROVIDE BLOCKING AS REQUIRED FOR ALL ITEMS WHETHER OWNER OR CONTRACTOR PROVIDED AND/OR INSTALLED.
- SIZE, SHAPE, STYLE AND LOCATION OF SIGNAGE IS TO BE VERIFIED WITH OWNER AND CONTRACTOR.
- ALL FINISH FLOOR ELEVATIONS ARE EXISTING, AND ARE SUBJECT TO FIELD VERIFICATION
- VERIFY THE LOCATION OF ALL UTILITIES AND CONNECTIONS WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO THE START OF CONSTRUCTION.
- ALL DOOR THRESHOLDS AND TRANSITION STRIPS MUST MEET ACCESSIBILITY REQUIREMENTS PER ADA, IBC, AND ICC AIIT.I.
- ALL DOOR THRESHOLDS AND TRANSITION STRIPS ARE TO OCCUR UNDER THE CENTER OF CLOSED DOORS, UNLESS OTHERWISE NOTED.
- ALL FERROUS METALS TO BE PRIMED (1 COAT) AND PAINTED (2 COATS) TYPICAL, UNLESS OTHERWISE POWDER COATED OR DIPPED.
- THE USE AND INSTALLATION OF TEMPORARY BARRIERS AND GUARDS TO RESTRICT FUBLIC ACCESS AND PROTECT THE CONSTRUCTION AREA (STAIRS, FLOOR, ETC.) WILL BE REQUIRED PER CODE REQUIREMENTS.
- PROTECTION WILL BE REQUIRED TO PROTECT EXTERIOR BUILDING FINISHES, DOORS, WINDOWS, ETC. THROUGHOUT THE DEMOLITION AND NEW CONSTRUCTION.
- SEE SCHEMATIC BASE BID AND ALTERNATE PLAN, 3/AI.I.

LIGHT FIXTURE LEGEND

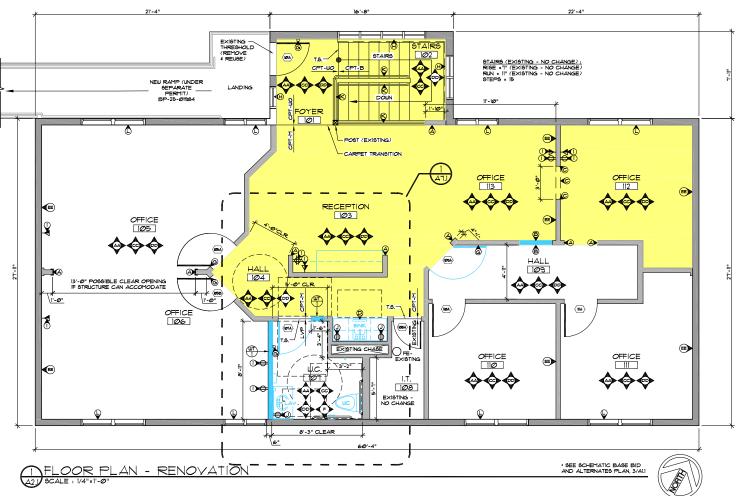
I' x 4' CPANL LED SURFACE MOUNTED LIGHT + DIRECT CELLING MOUNT KITS MANUET : LITHONIA LIGHTING (OR EQUAL) MODEL : CPNL + DCPNK4 DEBORIPTION : I x 4 PILL SUTICHABLE LUMEN FLAT PANEL SYSTEM AND MOUNTING KIT OTHER : COOR TE

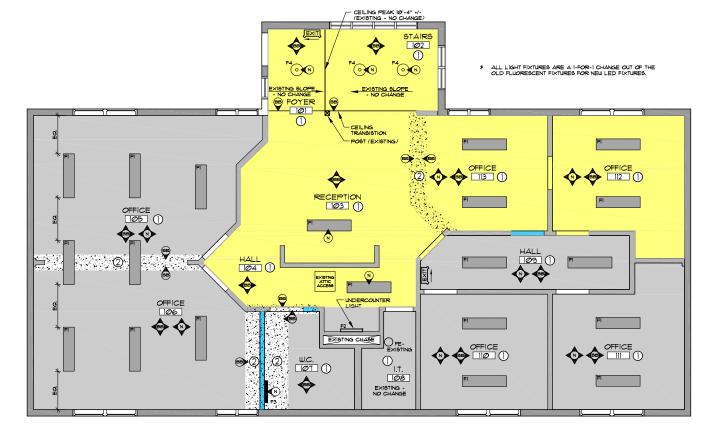
UNDERCABNET LED LIGHT STRIP
MANUF: JUNO (OR EQUIAL)
MODEL: USES LED
DESCRIPTION: 24° ECONOMY LED SWITCHABLE WHITE UNDERCABNET
OTHER: COLOR TEMPERATURE 35/40/50K - ADJUSTABLE

VANITY LED LIGHT
MANUF, I LITHONIA LIGHTING (O'R EQUAL)
MODEL I FHYSIL VANITY LED
DESCRIPTION: 2' LED VANITY - TRADITIONAL SQUARE VANITY
O'THER: CO.OR TEMPERATURE - 3000K
• CENTER LIGHT FIXTURE O'VER LAVATORY AND MIRROR

ECRG EMERGENCY LIGHT / EXIT COMBO : MANUF, : LITHONIA LIGHTING (OR EQUAL) EXIT MODEL , ECRG RO M6 DESCRIPTION , RED/GREEN LED EXIT/UNIT COMBO, ROUND LAMP HEADS OTHER : 10 HAVE BATTERY BACKUP SUPPLY PER CODE REQUIREMENTS

PENDANT LIGHT
MANUF. ; EUREKA (OR EQUAL)
MODEL ; BLOOM (0° 4/69-10)
DESCRIPTION ; LED FIXTURE WITH DIMMING CAPABILITIES
OTHER ; CO.OR TEMPERATURE - 3000K
COLOR ; TBD
MONITING ; BLACK CABLE - FIELD ADJUSTABLE - FINAL HEIGHT
TO BE COORDINATED WITH ARCHITECT. F4 (o)





SEE SCHEMATIC BASE BID AND ALTERNATES PLAN, 3/AI.

RENOVATION NOTES:

- PRIME (1 COAT) ALL UNFINISHED WALLS AND PAINT (2 COATS) ALL WALLS PER MANUFACTURER'S RECOMMENDATIONS, WALL TEXTURE TO MATCH EXISTING.
- PRIME (I COAT) AND PAINT (INTERMEDIATE COAT) ALL UNFINISHED CEILINGS, PAINT (FINAL COATS) ENTIRE CEILING FER MANUFACTURER'S RECOMMENDATIONS, NEW CEILING TEXTURE TO MATCH EXISTING, ADJACENT CEILINGS.
- INSTALL NEW FLOOR COVERING (CARPET, LUXURY VINYL TILE, LUXURY VINYL PLANKS, TILE, VINYL SHEET GOOD, ETC.) PER MANUFACTURER'S RECOMMENDATIONS.
- (NSTALL NEW WALL BASE (WOOD, VINYL, TILE, ETC.) PER MANUFACTURER'S RECOMMENDATIONS, AT STAIRS, INSTALL NEW PAINTED WOOD SKIRT, BOTH SIDES.
- NEW ACCENT WALL COLOR SEE ROOM FINISH SCHEDULE
- (CAP END OF WALL WITH GYPSUM BOARD, CLEAN, PATCH, TAPE, TEXTURE (MATCH EXISTING), PRIME (1 COAT) AND PAINT (2 COATS).
- (NSTALL NEW HEADER AND JAMBS FOR NEW OPENING, CAP END OF WALL AND HEADER WITH GYPSUM BOARD, PATCH, TAPE, TEXTURE (MATCH EXISTING), PRIME (1 COAT) AND PAINT (2 COATS).
- INSTALL NEW LOWER CABINETS, SINK BASE, COUNTERTOP, BACK AND SIDE SPLASHES AND UPPER CABINETS, ACCESSIBLE SINK AND FIXTURES RECONNECT PLUMBING (HOT AND COLD SUMPLY, DRAIN LINK, YENT). ETC.) TO NEW SINK AND FIXTURES, INSTALL PER IBC, UPC AND ICC AITH RILLES
- (E) NISTALL NEW ACCESSIBLE PLUMBING FIXTURES (LAYATORY, FAUCET, WATER CLOSET, SINK, ETC.)
 ACCESSIBILITY RURNISHINGS (GRAB BARS, MIRROR, TOWEL AND TOILET PAPER DISPENSER, ETC.)
 AND APPROPRIATE INJUILL BLOCKING PER IBC. AND ICC AITI REGUIREMENTS, INSTALL
 ROCKWOOL SOUND BATT INSULATION IN ALL RESTROOM WALLS, EXISTING AND NEW.
- (3) INSTALL DOOR WALL STOP, REUSE FROM EXISTING REMOVED ITEMS IF ABLE, OTHERWISE INSTALL NEW WALL STOP, COORDINATE WITH OWNER WITH OWNER AND ARCHITECT.
- (H) CLEAN, PATCH AND REPAIR WINDOW SILL, JAMB AND HEADER AT STAIRS 1922 AND FOYER 1921 SAND, PREPARE, STAIN AND SEAL WOOD WINDOW SILL, COLOR TO BE DETERMINED.
- (I) RELOCATE ELECTRICAL CIRCUIT(9) TO ACCOMMODATE NEW ELECTRICAL OUTLET(9) AND/OR TELE-DATA JACKS PER CODE REQUIREMENTS.
- (CLEAN, PREP, PRIME AND PAINT GUARD AND HANDRAILS. COLOR TO BE DETERMINED
- CLEAN, PATCH AND REPAIR WINDOW SILI
- CAP EXISTING HEADER AND JAMBS FOR OPENING
- (N) INSTALL NEW LIGHT FIXTURE AND CONNECT TO EXISTING SWITCHES, COORDINATE WITH ARCHITECT REGARDING FIXTURE LAYOUT, INSTALL PER CODE REQUIREMENTS AND MANUFACTURER RECOMMENDATION.
- SEE ROOM FINISH SCHEDULE, NOTES, SPECIFICATIONS, ETC. FOR ADDITIONAL INFORMATION.
- ALL ITEMS ARE TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND CODE REQUIREMENTS.
- COORDINATE WITH OWNERS TELE/DATA REPRESENTATIVE REGARDING ALL NEW JACKS AND WIRING.

CEILING NOTES & LEGEND



EXISTING GYPSUM BOARD CEILING SYSTEM EXISTING CEILING HEIGHT : 71-6" +/- (EXISTING - NO CHANGE) - EXISTING GYPSUM BOARD CEILING - PREP, PRIME AND PAINT TO BECEIVE NEIL BINGLI



GYFOUN BOARD CEILING SYSTEM

- CEILING HEIGHT + MATCH EXISTING HEIGHT

- 5/8" NON-34/6 GYPOWIN BOARD CEILING (SEE ROOM FINISH SCHEDULE)

- NOTALL FER MANEACTURES RECOMMENDATION

- FIELD VERIFY AND MATCH EXISTING

- VERIFY CEILING HEIGHTS, STYLE, COLOR, ETC. WITH OWNER, CONTRACTOR AND ARCHITECT PRIOR TO THE START OF CONSTRUCTION (SEE ROOM FINISH SCHEDULE)
- THE CEILING PLAN SHOWN IS A SCHEMATIC DRAWING, THE EXACT LAYOUT OF THE CEILING SYSTEM IS TO BE COORDINATED WITH THE OWNER, CONTRACTOR AND ARCHITECT, PRIOR TO INSTALLATION SEE REMOVATION REFLECTED CEILING PLAN FOR NEW LED LIGHTING, TO BE A 1-FOR-1 FIXTURE CHANGE OUT.

CEILING NOTES :

- THE CEILING PLAN SHOWN IS A SCHEMATIC DRAWING, THE EXACT LAYOUT OF THE CEILING GRID SYSTEM IS TO BE COORDINATED WITH THE OWNER, ARCHITECT, AND ELECTRICAL PRIOR TO NATALLATION (SEE ELECTRICAL LIGHTING PLAN FOR CEILING GRID LAYOUT)
- FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO THE START OF CONSTRUCTION.
- COORDINATE WITH ARCHITECTURAL, STRUCTURAL, PLUMBING, MECHANICAL AND ELECTRICAL FOR ADDITIONAL REQUIREMENTS AND INFORMATION.
- SEE ELECTRICAL PLANS AND SCHEDULES FOR FIXTURES.
- NSTALL ALL CEILING SYSTEMS PER MANUFACTURER'S RECOMMENDATION.
- PROVIDE BLOCKING WITHIN CEILINGS FOR ALL CEILING TRANSITIONS AS RECOMMENDED BY MANUFACTURER AND PERTINENT CODES.
- PROVIDE ALL NECESSARY CEILING SUPPORTS PER MANUFACTURER'S RECOMMENDATION AND PERTINENT CODES FOR ALL FIXTURES AND
- COORDINATE MECHANICAL DUCTS IN THE TRUSS SPACE WITH THE EXISTING TRUSS SYSTEM TO ENSURE REQUIRED CLEARANCE AND ACCESS THROUGH THE TRUSS SYSTEM IS HAINTAINED. THE MECHANICA SUBCONTRACTOR MAY NEED TO RAIN ADDITIONAL MAIN LINE DUCTS IT THE ATTIC SPACE AND THESE DUCTS INTEGRAL ALSO BE COORDINATED.
- FOR WALLS THAT DO NOT EXTEND 6" ABOVE FINISH CEILING PUT A LAYER OF INSULATION ABOVE TOP OF WALL FOR SOUND.

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2 MAIN FLOOR REFLECTED CEILING PLAN - RENOVATION
(42) SCALE: 1/4"=1"-0"

CERTIFICATE of **SIGNATURE**

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DOCUMENT COMPLETED BY ALL PARTIES ON 02 OCT 2025 17:09:30

SHA	NE	RII	DL	EY

SIGNER

SRIDLEY@TWRIDLEY.COM

TIMESTAMP

02 OCT 2025 17:02:52

02 OCT 2025 17:09:11

SIGNED

02 OCT 2025 17:09:30

Shaue Ridley

IP ADDRESS

SIGNATURE

69.144.250.177

LOCATION

BILLINGS, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED

02 OCT 2025 17:09:11

