

**Standard Form of Agreement for Snow Removal between
Yellowstone County and Contractor on the Basis of a Stipulated Price
Pheasant Brook Sub RSID 701**

This agreement is dated as of the 21st day of January 2026, by and between Yellowstone County, Montana (the County), and Marzee's Auto Body & Paint, Laurel, Montana (hereinafter called Contractor).

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

1. Scope of Work:

Snow plowing in Pheasant Brook Subdivision see attached scope of work

Contractor shall provide all labor and equipment necessary to fulfill the Scope of Work specification sheet, attached.

2. Contract Times

This contract will be in effect from January 21, 2026 until May 1st, 2026. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The County shall pay the contractor \$1,300.00 per plowing
\$125.00 per hour for drift plowing

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 the County 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 the County

and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Scope of Work Specification Sheet dated October 17, 2019.
- 5.3 Contractor's current Certificate of Insurance, current Independent Contractor designation and Workers Compensation coverage.

6. Miscellaneous

- 6.1 Contractor shall not assign this agreement in whole or in part without written consent by the County, which consent shall not be unreasonably withheld.
- 6.2 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.

- 6.7 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, the County and Contractor have signed this Agreement in duplicate. One counterpart each will be delivered to the County and Contractor. All portions of the Contract Documents have been signed, initialed or identified by the County and Contractor.

This Agreement will be effective January 21, 2026.

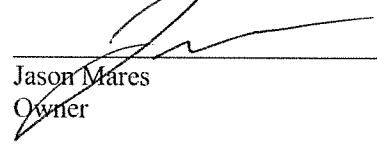
OWNER:
Yellowstone County
Billings, Montana 59101



Monica Plecker
Public Works Director

CONTRACTOR:

Laurel, MT 59044



Jason Mares
Owner

Scope of Work – Specifications

October 17, 2019

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

- All paved roads and cul-de-sacs in Pheasant Brook Subdivision are to be plowed, drive ways and mailboxes are to be left clear of snow piles and windrows.
- Snow plowing will automatically be expected once 4 or more inches of snow have accumulated on the road surfaces to be plowed. If there is 6 inches or more of snow the school bus route must be plowed before 7:00am. The Ad-Hoc committee chairperson, Jeff Lamertur, may request snow plowing if less than 4 inches of snow have accumulated but he must request it.
- Coordinate with property owners and RSID Ad-Hoc members as necessary.
 - After completion of the work provide copies of the invoice to:

Yellowstone County Public Works- PO Box 35024 Billings, MT 50107