

YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as “COUNTY”, and Jim Rooney Excavating, Inc., herein referred to as “CONTRACTOR”, whose address is 8100 Shepherd Road, Shepherd, MT 59079.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit A.**

The work is generally described as: gravel street maintenance along Pike Court in Pike Subdivision. Moisture condition as required, and address radii at intersection of Stillwater Drive and Pike Court.

2. INDEPENDENT CONTRACTOR: 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. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work upon approval of this Contract by both parties and shall complete the described work by June 1, 2026.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of \$2,100.00. 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 prior 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. CONTRACT DOCUMENTS: The Contract Documents, which comprise the entire agreement between COUNTY and CONTRACTOR, consist of the following:

1. This agreement

2. CONTRACTOR's quote dated, June 17, 2026
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. Exhibit A, attached hereto

7. WARRANTY: 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. MODIFICATION OF CONTRACT: 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 (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) 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. INDEMNIFICATION: 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 CONTRACTOR'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. COMPLIANCE WITH LAWS: 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. PERMITS: CONTRACTOR is responsible for obtaining any and all permits required to perform work under the Contract.

13. PREVAILING WAGE: 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 2025 Montana Prevailing Wage Rates for Highway Construction as 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.

14. PREFERENCE: 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.

15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: 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.

16. ATTORNEY FEES: 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.

17. SUSPENSION: 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.

18. 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.

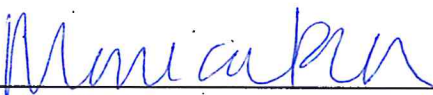
In the event of a material breach of this Contract by COUNTY, the CONTRACTOR shall have the right to terminate this Contract thirty (30) days after written notice to COUNTY specifying such material breach, unless COUNTY has cured such material breach within said period.

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.

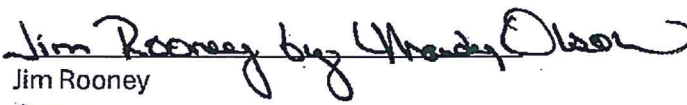
This Contract will be effective June, 25, 2026.

COUNTY:
Yellowstone County
Billings, MT 59101



Monica Plecker, AICP
Public Works Director

CONTRACTOR
Jim Rooney Excavating, Inc.
Shepherd, MT 59079



Jim Rooney
Owner

Gravel Street Maintenance in Pike Subdivision (RSID 825M)
Price Quote (BID) Sheet

Please include this sheet with your bid documents.

Base Bid

*Bid price should include guarantee of work

Bid Item	Qty	Unit	Unit Price	Total
Gravel Street Blading	1	LS		2100 ⁰⁰

Total Quote Price: \$ 2,100⁰⁰ (dollar)

Total Quote Price: two thousand one hundred & 00/100 (numerical)

*\$1500 for grading
\$600 for water
if needed*

Jim Rooney Excavating Inc.
Company Name

406-670-6961
Telephone and Fax Number

Jim Rooney by Handyman
Authorized Representative

273711
Contractor Number (if applicable)

8100 Shepherd Rd
Mailing Address

6/17/26
Date

Shepherd, VT 59079
City, State and Zip Code

June 11, 2026

Yellowstone County is currently soliciting price quotations for all labor, materials, necessary equipment and permits required for

Gravel Street Maintenance for Pike Subdivision

A Scope of Work for the project is attached.

All quotations must be labeled 'RSID 825M – Maintenance' and submitted to the Yellowstone County Public Works Department, P.O. Box 35024, Billings, MT 59107 or delivered to Yellowstone County Public Works, Room 608 in the John V. Ostlund Building, 2825 3rd Avenue North, Billings, MT 59101 or e-mailed to janderson@yellowstonecountymt.gov. Bids shall be received by Yellowstone County Public Works **no later than 3:00 p.m. June 19, 2026**. Quotes received after this date and time will not be considered.

The selected contractor will be required to provide a copy of their workers' compensation coverage and general liability insurance prior to beginning the project. Insurance requirements are provided within the solicitation.

A boilerplate contract is attached for reference. The County will enter into a Contractual agreement updating this boilerplate with pertinent information if the Contract is awarded.

All Work shall be completed in accordance with this scope of work and specifications included, the Yellowstone County Road Policy, and the requirements specified within.

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.

If you have any questions concerning this project, please contact Jay Anderson at the Yellowstone County Public Works Department at (406)-254-7926 or janderson@yellowstonecountymt.gov

Yellowstone County reserves the right to reject any or all quotes received and to accept the quote that best serves the interests of Yellowstone County.

Thank you,

Jay D. Anderson, PE
Deputy Public Works Director
Yellowstone County

Gravel Street Maintenance for Pike Subdivision (RSID 825M)

Scope of Work & Specifications

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

Gravel Street Blading

- Grade and compact gravel street
 - Pike Court – Approximately 1,050-ft (includes cul-de-sac)
- Blade Pike Court fillings potholes, removing washboards, and establishing a 2-3% normal crown with an approximately 24-ft top minimum, or match existing width
- Blade the cul-de-sac in a manner that maintains existing drainage
- Provide water as necessary to minimize dust and aid compaction
- Blade out radii at intersection of Stillwater Drive and Pike Court to reestablish positive drainage

Contract Time

Work shall be complete no later than July 17, 2026.

Compaction & Watering

Following blading, the road shall be compacted to provide a solid surface and achieve a minimum compaction of 95% maximum dry density of proctor, +/-2% optimum moisture. The County will perform testing as determined necessary by the Engineer. Water may be required as part of the work. Any watering shall be incidental to the blading work. Contractors are encouraged to utilize weather.

Driveway Transitions

Blading and compaction methods and operations shall be done in a manner that provides a smooth transition from gravel street surface to approach. An approach having a row of gravel across it is not acceptable and will need to be bladed out.

Property Owner Coordination/Traffic Control

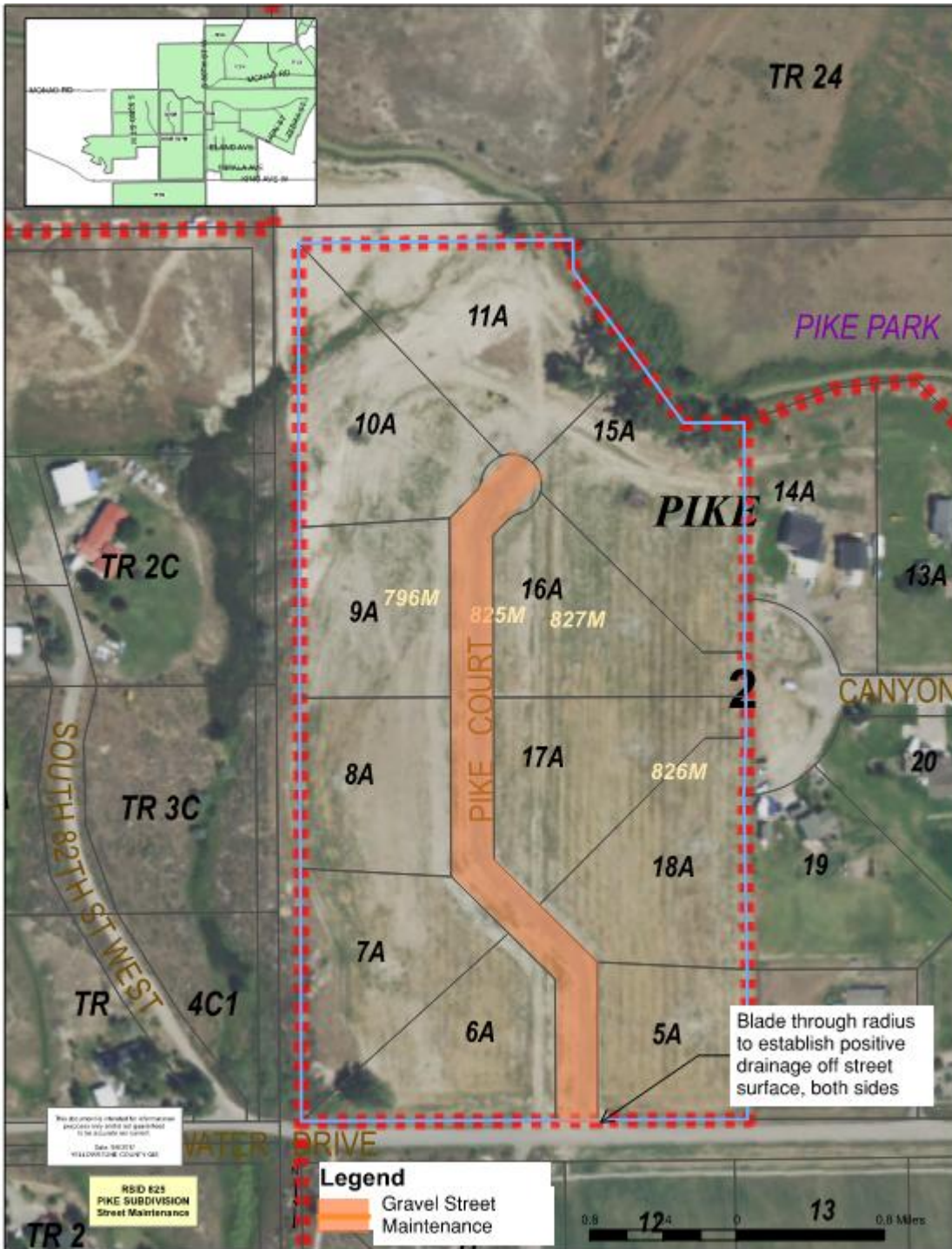
Pike Court is a dead-end road with cul-de-sac. Most of the existing property owner affects will be removed from the roadside shoulder. However, an existing boulder on the east edge of the road at 515 Pike Court will remain in place and protects an existing sprinkler head. If the sprinkler head is damaged, it will be the Contractor's responsibility to repair at Contractor's expense.

Contractor shall maintain property owner access at all times. Prior to beginning work, Contractor shall notify AdHoc Committee member Lynn at 1-971-409-3635, or Kathy at 1-406-670-6496 a minimum 48-hours in advance of beginning the work.

Invoicing

After Completion of work, provide copies of invoices to:
Yellowstone County Public Works
Attn: Jay D. Anderson

**Gravel Street Maintenance for Pike Subdivision (RSID 825M)
Vicinity Map**



Gravel Street Maintenance in Pike Subdivision (RSID 825M)

INSURANCE REQUIREMENTS

The following insurance coverage must be in force throughout the project. Coverage may be obtained through either a general liability policy or excess liability umbrella coverage.

Comprehensive General Liability

A.	Per occurrence	\$1,000,000
B.	General aggregate	\$2,000,000

Personal Injury

A.	Per occurrence	\$1,000,000
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Worker's Compensation

A.	State	Statutory
B.	Federal	Statutory
C.	Employer's Liability	\$500,000

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

1. Read and understand the plans, specifications, and sample contract.
2. Have made yourself familiar with any State laws that pertain to the bid.
3. Asked and received answers to any questions regarding the bid procedure, specifications or general information.
4. Addressed and mailed or delivered your quotation to be received at the correct address by the time and date indicated.

Gravel Street Maintenance in Pike Subdivision (RSID 825M)
Price Quote (BID) Sheet

Please include this sheet with your bid documents.

Base Bid

*Bid price should include guarantee of work

Bid Item	Qty	Unit	Unit Price	Total
Gravel Street Blading	1	LS		

Total Quote Price: \$ _____
(dollar)

Total Quote Price: _____
(numerical)

Company Name

Telephone and Fax Number

Authorized Representative

Contractor Number (if applicable)

Mailing Address

Date

City, State and Zip Code