

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

This agreement is dated as of the 18th day of August 2026 by and between Yellowstone County, Montana (hereinafter called Owner), and Wright Company MT, Inc. (hereinafter called Contractor).

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

1. Scope of Work

The Contractor shall provide all labor and equipment necessary to complete the requirements of the Owner's Scope of Work for 2026, for the Yellowstone County Salt Cedar Management Project.

The specific objective of this project is to identify areas of Salt Cedar Infestations, map, treat the infestations, monitor these areas on a yearly basis and aggressively treat new infestations down river while maintaining and retreating previously treated acreage. We are accomplishing this by dividing the river into sections. To start the 2026 project year the YCWD is requiring the contractor to visit previously treated sections just east of the Laurel bridge by Laurel and also revisit islands between the Duck Creek Bridge and East of the Blue Creek Bridge down to the East end of the Billings Motorcycle Club property. There have been some reports of salt cedar in these areas and YCWD is requesting that these before mentioned areas are treated first before treatment resumes in the main project area, which is located at the Yellowstone River State Park FWP Wildlife Management Area located on the north side of the Yellowstone River west of the Bundy Bridge. Our goal is to clean up previous project areas and work our way towards the Bundy Bridge and possibly past the bridge depending on the density of salt trees in the areas that are being treated. The Yellowstone County Weed District will require the contractor to treat the infested areas using the following method: the mature trees will be treated using a basal bark I.P.T. method (individual plant treatments) with Remedy Ultra/Impel (basal bark oil) – 28.5% Remedy Ultra/71.5% Bark Basal Oil via backpack sprayer and ATV sprayers. The Weed District will supply the contractor with herbicide and bark oil. The contractor will supply all labor and equipment to complete this application and supply the weed district with a copy of the necessary licenses and insurance as required by the county. The Weed District will require the contractor to meet at the end of each week of the project to go over a progress report and maintain a budget.

2. Contract Times

The project must be completed by November 20th, 2026. Should any additional work need to be performed, both parties prior to the work being completed must sign a written change order.

3. Contract Price

Owner shall pay the Contractor labor that shall not exceed \$80,000.00 upon completion and acceptance of the project by the owner. Any change orders for the project must be approved in writing by the County prior to the work being started.

4. Contractor's Representation

- 4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.
- 4.2 Contractor has visited the sites 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 condition 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 Contractors Proposal.
- 5.3 Contractor's current certificate of General Liability, Auto and Worker's Compensation 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 Insurance Requirements

Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County Public Works as additional insured for this project 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 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 for this project 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 the project 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 project.

Contractor shall name on the Certificate of liability insurance Yellowstone County Public Works, as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County Public Works 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 for this project.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

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 during this project. 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 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 The Contractor agrees 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 of 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

representatives 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 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.
 - 6.8 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. 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.

Contractor will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages. Those directives are as follows:

- (1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification during construction of the project;
- (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and
- (3) each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

(4) The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, Part 4 of the Montana Code Annotated.

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 18th, 2026.

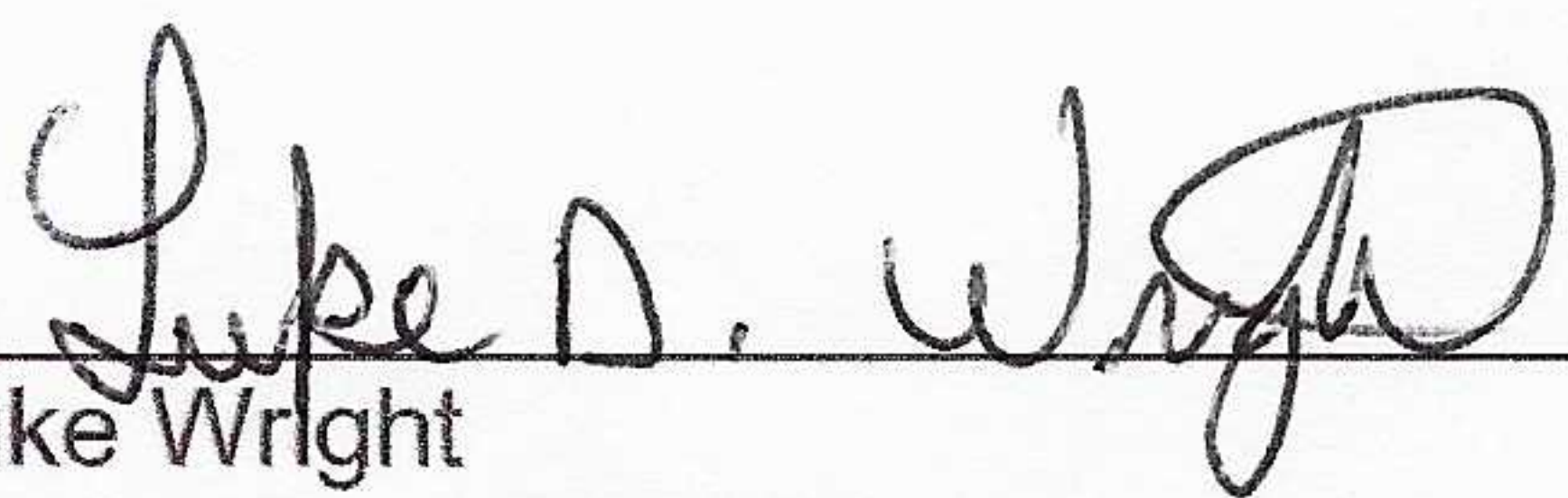
OWNER:

Yellowstone County
Billings, MT 59101

Mark Morse
BOCC Chair

CONTRACTOR:

Wright Company MT, Inc.
Roberts, MT 59070



Luke Wright
Wright Company MT, Inc.

Attest:

Jeff Martin
Clerk and Recorder