YELLOWSTONE COUNTY
INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and ZOULA SERVICES, LLC, herein referred to as "CONTRACTOR", whose address is P.O. BOX 554 MISSOULA, MONTANA 59801.

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.**
2. SCOPE DESCRIPTION: To remove multiple layers of existing daubing, thoroughly wash and clean existing log surfaces, apply stain to log surfaces, replace daubing to historic profile, remove elastomeric caulk from checking in logs and apply epoxy consolidator to sill-log and log above it, north elevation; dispose of materials, travel time, mobilization and fuel to perform the work or services in accordance with the solicitation, plans, and specifications attached on CONTRACTOR's proposal dated September 4th,2026 and hereby incorporated as **CABIN RESTORATION AT YELLOWSTONE COUNTY MUSEUM.**

2. INDEPENDENT CONTRACTOR: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. Neither CONTRACTOR nor its principals or employees are employees of COUNTY.

3. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work by May 1st,2027 and shall complete the work described by May 31st ,2027.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of $46,276.00 (15% O&P for an amount of $6,036.00). 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 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 proposal dated September 4th, 2026
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A**

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 seven hundred fifty thousand dollars ($750,000.00) for each occurrence (minimum) and one million five hundred thousand 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. 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 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. 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 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 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 work is 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. 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.

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 May 1st,2027.

COUNTY:
Yellowstone County
Billings, MT 59101

_____
Mark Morse, Chair
Board of County Commissioners

CONTRACTOR
ZOULA SERVICES, LLC
MISSOULA, MT & 59801

Solomon Martin
_____
SOLOMON MARTIN
Owner

ATTEST:

_____
Jeff Martin, Clerk and Recorder

Exhibit A.

– ZOULA SERVICES, LLC –

P.O. Box 554
Missoula, MT 59801
(406) 207 - 2568

Bill to: **Zach Garhart**
c/o Yellowstone County Historical Museum

Phone: 406-670-0888
Email: info@ycmhistory.org

DATE: 9/21/2026
~~INVOICE NUMBER:~~ Adjusted from 9/4/26
DESCRIPTION OF SERVICES:

Cabin Restoration at Yellowstone Country Museum

Allowances at Time & Material = $85 per hour , Receipts + 10%

*** Replacing dove tail. Impossible due to intersection with modern wall

Ln #	LABOR AND MATERIALS	# Units	Cost/Unit	AMOUNT
1	Remove Daubing (ln ft)	512	$ 30.00	$ 15,360.00
2	Log Cleaning (sq ft)	600	$ 10.00	$ 6,000.00
3	Log Staining (	600	$ 3.50	$ 2,100.00
4	New Daubing (ln ft)	512	$ 15.00	$ 7,680.00
5	Misc. Disposables	1	$ 500.00	$ 500.00
6	Travel Time	40	$ 75.00	$ 3,000.00
7	Mobilization	1	$ 3,000.00	$ 3,000.00
8	Admin	1	$ 1,000.00	$ 1,000.00
9	Fuel	1	$ 1,600.00	$ 1,600.00
10				
11	~~Alternate 1 Patch or Replace Sil Log North (allowance)~~	~~1~~	~~$ 10,000.00~~	
12	~~Alternate 2 : Patch or Replace Sill Log North (allowance)~~	~~1~~	~~$ 10,000.00~~	
13	Alternate 3: Remove Alastemeric Caulking at various locations (allowance)	1	$ 5,000.00	
14	Alternate 4: Epoxy Consolidator***	1	$ 5,000.00	
			SUB Total	$ 40,240.00
			15% O & P	$ 6,036.00
			TOTAL	**$ 46,276.00**

Please address checks to Zoula Masonry Services at P.O. Box 554, Missoula, MT 59801
For any questions concerning this invoice, contact Solomon Martin: (406) 207-2568, or zoulamasonoffice@yahoo.com
THANK YOU FOR YOUR BUSINESS!