

FLINT CREEK RANCH**P.O. Box 6**

RAMSAY, MT 59748

ROAD MAINTENANCE/IMPROVEMENTS

GENERAL CONTRACT AGREEMENT

This General Contract Agreement ("Agreement") amended this 15th day of June 2022 at Flint Creek Ranch Cluster, Ramsay MT by and between FLINT CREEK RANCH CLUSTER OWNER ASSOCIATION ("Association") whose mailing address is: P.O. BOX 6, RAMSAY, MT 59748 c/o (Board of Directors) and Smith Contracting Inc, whose mailing address is 1118 MT HWY 55 Whitehall, Montana 59759 ("Contractor").

WHEREAS, Association desires to retain Contractor to perform Road Maintenance and Capital Improvement services (referred to collectively as the "Services") ON THE Property in accordance with this Agreement and the attached Exhibits; A and B.

WHEREAS, Contractor desires to perform such Services in accordance with the terms, conditions, and covenants set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties covenant and agree as follows:

1. Term. The Term of this Agreement shall commence on June 8, 2022, and shall end on December 31, 2022, unless otherwise earlier terminated in accordance with the terms of this Agreement.

2. Party Representatives.

(A) All decisions and approvals from Association required under the terms of this Agreement shall be made by its Board of Directors and in turn conveyed to Contractor by the Association's Representative. As of the execution of this Agreement, Association Representative is the Board of Directors, Board of Directors, Brad Storch (Member at Large) whose phone number is (612) 414-6160, is hereby solely authorized to convey, submit, and receive all decisions, approvals, notices, and other communications on behalf of Association, required or needed under the terms of this Agreement, to Contractor, unless noted otherwise in this Agreement, the attached Exhibit(s), or by written change order signed by the Association's Representative.

(B) Contractor designates Dave Smith, whose phone number is (406) 287-2600, as its representative and supervisor ("Supervisor") having authority and responsibility over all work performed by Contractor, its subcontractors, agents, and employees. Supervisor is hereby authorized to convey, submit, and receive all decisions, approvals, notices, and other communications on behalf of Contractor required or needed under the terms of this Agreement, to and from Association. Contractor shall notify Association in writing of any changes in Contractor's Supervisor.

3. Independent Contractor. Contractor is properly equipped, organized, and financed to complete the Services. Contractor shall operate as an independent contractor and not as the agent or employee of Association.

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4. Contract Documents. The Contract Documents consist of this Agreement and Specifications attached hereto as Exhibit "A", **Flint Creek Ranch Road Maintenance**, attached hereto as Exhibit "B" **Capital Improvement Projects**, and such other documents that may be agreed to by the parties, in writing. The Contract Documents are complementary, but in the event of a conflict between this Agreement and any attached document, the terms and conditions of this Agreement and any attached document, the terms and conditions of this Agreement shall control unless expressly stated otherwise in any written, signed addendum to this Agreement.

5. Certifications, Permits and Licenses. Contractor shall apply for and obtain, at its sole cost, all necessary governmental certifications, permits and licenses that may be required by the City of Ramsey, County of Silver Bow, the State of Montana or any governmental entity having jurisdiction in connection with its Services. If Contractor performs any work in violation of any governmental laws, ordinances, rules and regulations, Contractor shall bear all costs arising therefore, including, but not limited to, costs of reparation, correction, and defense of prosecution. Contractor is required to provide Association with copies of all such required permits and licenses upon request.

6. Insurance.

(A) Contractor shall furnish a Certificate of Insurance for each, and every form of insurance listed below. Contractor shall not commence any work until Contractor furnishes such documents to Association. Contractor shall provide and maintain, at its own expense, through the completion of the work, and for a period of two (2) weeks following the completion of the Services, the following forms of insurance:

(i) Workers' Compensation Insurance, including employer's Liability Insurance, covering all personnel engaged in the performance of this Contract and in accordance with the laws of the State of Montana.

(ii) General & Public Liability Insurance with limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence.

(iii) Property Damage Insurance with limits of not less than \$1,000,000.00 per occurrence; and,

(iv) Automobile Liability Insurance, covering bodily injuries with limits of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence for any accident arising out of or resulting from the operation, maintenance or use by Contractor, its subcontractors, agents or employees of any owned, non-owned or hired automotive equipment.

(B) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Montana.

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(C) All policies for liability protection, bodily injury and property damage shall include the name and address of Association as an additional insured. Each of the required insurance policies shall contain a provision to the effect that they may not be canceled except upon ten (10) days prior written notice to Association. Contractor shall prepare and submit accident reports in accordance with the procedures established by the insurance carrier(s).

(D) If Contractor fails to procure and/or maintain any of the required insurance policies, Association shall have the right to procure and maintain said insurance for and in the name of Contractor, and Contractor shall pay the costs thereof and shall furnish all information necessary to maintain and make effective such insurance. The cost of such insurance may be deducted from any payments that may be otherwise required under the terms of this Agreement from Association to Contractor.

General Scope of Work and Responsibilities.

(A) The Services to be completed as part of the Contract Price are set forth in Exhibits "A" and "B". Unless specifically stated on either Exhibit all Services set forth in either Exhibit are included in the Contract Price. Association may also ask Contractor to bid on additional services, and if Contractor's bid is accepted, Contractor shall perform such additional services in accordance with and pursuant to the terms and conditions of this Agreement. Association advises, however, that any additional services or work subject to an additional "bid" may be awarded to any contractor as Association so decides in its sole discretion.

(C) Contractor shall furnish all materials, tools, equipment and labor necessary to perform the services described in the Scope of Work. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the Services to be performed.

(D) Contractor shall provide competent, suitably qualified personnel who shall prepare and perform all Services as required in this Agreement. All personnel of Contractor shall be properly trained and licensed (if necessary) and shall conduct their work in a professional manner. Contractor shall at all times maintain good discipline and order on the Woodscape Property. Labor difficulties and equipment failure are not considered valid excuses for failure to meet the terms of these specifications.

(E) Contractor shall not subcontract its duties, either in whole or in part, in this Contract without the prior express written consent of Association. Contractor shall require each subcontractor be approved by the Association in writing, to the extent of the work to be performed by the subcontractor, to be bound by the terms of this Agreement, and to assume toward Contractor all the obligations and responsibilities which Contractor, by this Agreement, assumes toward the Association.

FLINT CREEK RANCH**P.O. Box 6****RAMSAY, MT 59748****ROAD MAINTENANCE/IMPROVEMENTS****8. Safety, Protection and Damage**

(A) Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its Services. Damage to Contractor's equipment is Contractor's sole responsibility.

(B) Contractor should review the Property prior to the commencement of the Services to identify any existing damage. After commencing work, Contractor shall be deemed to have done or caused any damage that is discovered and not previously noted.

(C) As long as Contractor is in continuous charge of the Association's, Contractor shall replace, at its own expense, without any additional cost to Association, any and all personal and real property damage, including, without limitation, due to Contractor's negligence or the negligence of Contractor's subcontractors, agents or employees.

(D) Contractor shall notify Association within twelve (12) hours of any damage or injury arising out of or occurring during the performance of its work. Contractor shall inform Association, as soon as practicable, of any condition that interferes with Contractor's work.

9. Contract Price and Method of Payment

(A) Association shall pay the Contractor for the Services listed and described herein and in Exhibit "A" and "B" unless otherwise specifically stated in either Exhibit, in full within 30 days of the completion of each Road Maintenance event or completion of a Capital Improvement, all sales and other taxes included ("Contract Price"). Contractor shall pay and is solely liable for all sales, consumer, use and other similar taxes required to be paid by it in accordance with the law of the place of work.

(C) Any services or materials not specifically authorized as part of the Contract Price or as separately stated in this Agreement shall be done or provided only upon Association's prior written order as signed by the Association's Representative. Payment for such other services shall be made within thirty (30) days of the satisfactory completion of the same as determined by the Association.

(D) The Contract Price may also be changed upon the written agreement of Contractor and Association. Any such changes shall be subject to the terms and conditions of this Agreement except as otherwise specifically stated in such Change Order. Association shall not be responsible, liable, or obligated to pay for any services performed or materials supplied without its prior written approval. All work must be completed in a manner satisfactory to Association. No course of dealings, express or implied contract, estoppels, waiver, or claim of unjust enrichment or quantum merit shall be the basis of any claim to an increase in the Contract Price.

(E) Association's approval of any Services or materials and/or payment(s) to Contractor, in whole or in part, shall not constitute a waiver or release of any claim of defect or damage against Contractor.

FLINT CREEK RANCH**P.O. Box 6****RAMSAY, MT 59748****ROAD MAINTENANCE/IMPROVEMENTS****10. Warranties and Guarantees**

(A) All services shall be performed at the highest standards and shall be in accordance with accepted industry standard practices. All workmanship and materials shall meet the highest industry standards so as to pass without objection in the trade and shall be in accordance with accepted practices.

(B) All work of Contractor herein provided for shall be done in a workmanlike manner and at all times shall be subject to inspection by and approval of the Association Representative. For a period of one (1) year from the completion of this Agreement, Contractor shall correct any defects attributed to any faulty workmanship or materials. This warranty does not include planted goods and turn loss due to storms, wind, flooding, or other unusual acts of nature, abuse, automobile damage, or vandalism, by the residents or individuals other than Contractor.

11. Indemnification.

(A) To the fullest extent provided for by law, Contractor shall indemnify, hold harmless and defend Association, its Board Members, Managing Agent, its owners, and all of their heirs and assigns, against all liabilities, claims, damages, losses, and expenses, including, but not limited to reasonable attorney's fees, for property and/or bodily damage that may arise out of, relate to, or be caused by any act or omission of Contractor, its subcontractors, agents, or employees, in the performance of any part of this agreement.

(B) If Association, in the enforcement of any part of this indemnity provision, shall incur necessary expenses, or becomes obligated to pay reasonable attorney's fees or court costs, Contractor agrees to reimburse Association for such expenses, attorney's fees, or costs within thirty (30) days after receiving written notice from the Association of the incurring of such expenses, costs, or obligations.

12. Failure to Perform and Contract Cancellation. If Contractor breaches this Agreement or causes damage to Association's or homeowner's property, Association, in addition to all other remedies available under the laws of the State of Montana, shall have the right to immediately terminate this Agreement and/or withhold part or all of any payment otherwise due pursuant to the terms of this Agreement. Contractor shall be liable for any and all costs including, but not limited to, Association's reasonable attorney's fees, in enforcing the terms of this Agreement or curing any breach of same. During the term of the contracted work scope time frame, for the safety and protection of Association's residents, their property and Association's property, Association reserves the right to engage, at its sole discretion, and all services necessary to provide reasonable safe access and egress to, from and within the FLINT CREEK RANCH CLUSTER Property whenever Contractor, for any reason, cannot provide the Service required within the times set forth in the Specifications. Contractor shall also be liable for any additional cost, above and beyond the Contract Price, involved in replacing Contractor, either on a temporary or permanent basis, due to Contractor's failure to perform in any material respect.

13. Termination. This Agreement may be terminated by either party without cause by giving sixty (60) day advance written notice to the other party.

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14. Waiver of Breach. The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, or any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force in effect.

15. Dispute Resolution. If a dispute arises out of or relates to this Agreement, and if said dispute cannot be settled through direct discussions, the parties shall first endeavor to settle the dispute in an amicable manner by mediation under the rules of the American Arbitration Association than in affect for Montana, before resorting to further legal proceedings.

16. Assignability. Neither party may assign its interest without the express written consent of the other party.

17. Construction of Terms and Interpretation. The section headings contained herein are for convenience only and do not define, limit or construe the contents of such sections. The terms and conditions of this Agreement shall be construed according to their fair meaning and not against or in favor of either party.

18. Notices. All consents, demands, elections, notices, requests, and other communications hereunder required shall be in writing and shall be sent by certified or registered mail, postage prepaid, return receipt requested, telecopy, or hand delivery and addressed to the same addresses of the parties listed previously in this Agreement or to such other address as any party may by similar notice hereafter designate for such purpose.

19. Counterparts. For the convenience of the parties, this Agreement has been executed in two (2) counterparts which are in all respects identical and each of which shall be deemed to be complete in itself so that any one may be introduced in evidence or used for any other purpose without the production of the other counterparts.

20. Exoneration Clause. All agreements of payment and performance on the part of the signatory(ies) for the Association shall be in agreements to pay and perform out of funds of the Association. No signatory for the Association assumes, nor shall he or she be under, any personal liability or obligation by reason of this Agreement, so long as he or she acts in good faith.

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21. Acknowledgment. Contractor acknowledges it has read and understands the terms and conditions of this Agreement, that it has had the opportunity to have this Agreement reviewed by an attorney at law of its choosing prior to entering into this Agreement, and that it has had the opportunity to inspect the FLINT CREEK RANCH CLUSTER OWNERS ASSOCIATION property prior to executing this Agreement.

"CONTRACTOR:" DocuSigned by:
 (Print) Dave Smith
DB168A05E6BF4FC...

Date 6/27/2022 (Title) owner

"ASSOCIATION:"
FLINT CREEK RANCH CLUSTER OWNERS ASSOCIATION

By: DocuSigned by:

DEB0E1870B33438...
Holly Callarman, PRESIDENT

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Exhibit A

Flint Creek Ranch Road Maintenance to Include:

1. Grade all 10 miles of roads within the Flint Creek Ranch Subdivision once in the spring. Perform this early in the season just after all snow and mud are gone. This usually occurs in April.
2. Grade 2.25 entrance miles once in the spring, once in August, and once in late October. Consisting of the following:
 - Pony Express Trail from the pavement near Browns Gulch Creek to the intersection with Deadwood Trail.
 - All of Deadwood Trail.
3. Roller compact the sections of Pony Express Road that are prone to wash boarding in the spring. An optional 2nd Roller compaction may be elected later in the year.
4. Include 38 yards (three dump truck loads) of gravel to be added to the most needed locations.
5. Identify problematic boulders.

The FCRHOA Roads included in the RFP are:

- Pony Express Trail
- Deadwood Trail
- Dynamite Trail
- Deadwood Trail
- Iris Ridge Road
- Lookout Trail
- Cowpoke Trail
- Tenderfoot Trail

Perform grading to the following specifications.

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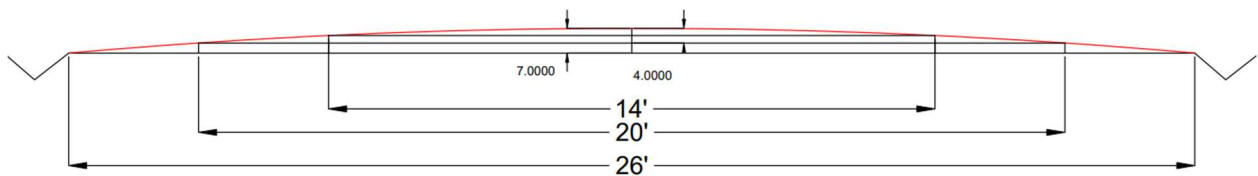
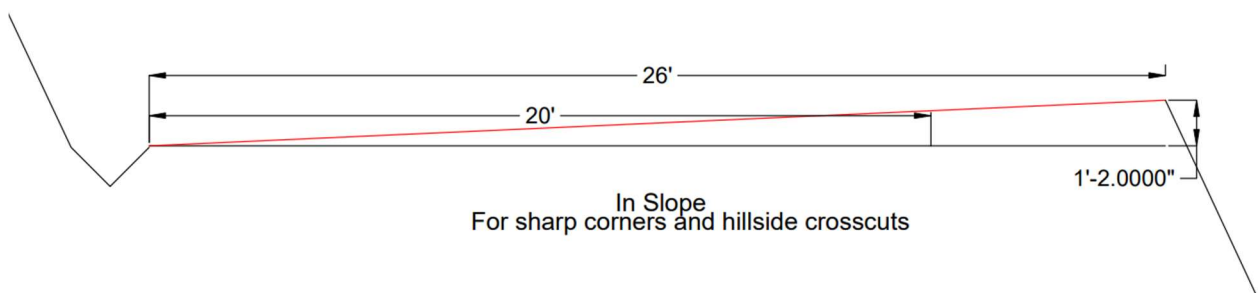
ROAD MAINTENANCE/IMPROVEMENTS**Grading**

- a. Perform grading with sufficient moisture with use of a water truck or after enough rain.
- b. Cut out washboards and potholes and re-distribute material
- c. Pull road surface material to center, to build the crown, or side per table and detail where sufficient material exists. Some sections of road have exposed native rock and pit run making this difficult.
 - i. Notify your contact when performing work and a member of Flint Creek will check crowns and slopes with a transit to verify in a few sample locations.
- d. Cut and pull any ditches that are shallower than 6 inches.
 - i. Do NOT push the material to the back of the ditch. Material pushed back quickly sluffs off, fills the ditch in again, and washes into culverts. Pull material out of the ditches and place across the road off of the low side. If there are locations where it is not possible to pull the material and place it across the road pile it up so it can be picked up and relocated. Notify your contact in this situation.
- e. DO NOT pull any ditches that are deeper than 6 inches. This removes vegetation causing ditch erosion. This erosion then fills in lower sloped ditches and culverts causing other problems.
- f. Use caution when passing over culverts. Some are not buried very deep. Avoid hitting them.
- g. Construct Ditches: Some sections of road were built without ditches. In these locations, cut a ditch on the up-hill side of the road. Deposit material across the road on the low side if possible or pick and relocate. Cut ditches to a minimum of 10" deep. Perform this work once during the first spring grading. Stretches needing this improvement are:
 - i. Pony Express Trail on the upper loop.
 - ii. Dynamite Drive from the intersection of the end of Pony Express to the intersection with Iris Ridge.
 - iii. Lookout Trail.

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Table 1: Slope Heights

Road width	Center crown height	In-Slope Edge Height
26 feet	7 inches	14"
24 feet	6 inches	12"
20 feet	4 inches	8"
14 feet	2 inches	6"
12 feet	2 inches	NA

FIGURE 1: Crown Detail**FIGURE 2: In-Slope Detail**

Complete all work with adequate moisture for good compaction. Roller compact each project after fill is placed and shaped.

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Exhibit B

Capital Improvement Projects

Cowpoke Trail Ditch and Slope Repair

The lower section of Cowpoke floods with standing water in the spring. It is approximately 325 feet. The upper side does not have a ditch, and water does not run to the existing culvert. Excavate ditch along the uphill side and slope it to the culvert. Place excavated material on the opposite side road surface to create an in-slope through this section. Place 4" of screened gravel and cap with 4" of road mix.

Construct the road as an in-slope so the outer edge is 8 to 10 inches above the inner edge in accordance with Attachment "A".

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ATTACHMENT A



FLINT CREEK RANCH**P.O. Box 6****RAMSAY, MT 59748****ROAD MAINTENANCE/IMPROVEMENTS****Widen and Improve intersection of Deadwood Trail and Pony Express**

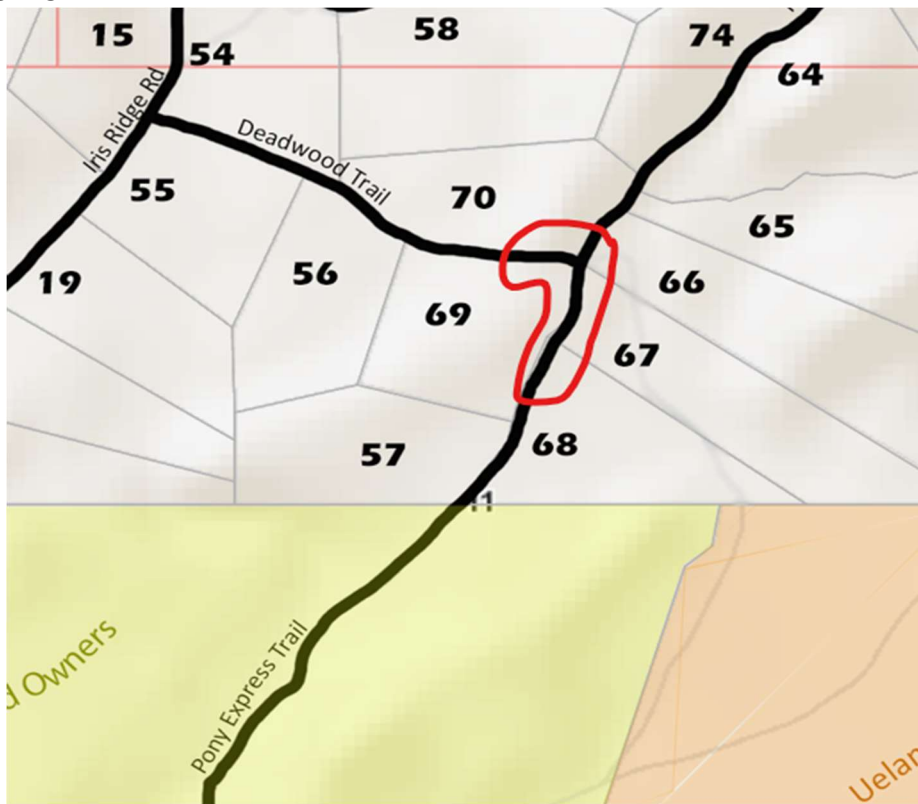
1. Widen and Improve intersection of Deadwood Trail and Pony Express.
 - a. Background: This intersection is narrow and the location of many wrecks each year. Deadwood Trail at the intersection is 5' over the right of way to the south onto Lot 69. This intersection and stretch of Pony Express need to be widened, and Deadwood Trails needs to be shifted to the north. Deadwood Trail approach is also a blind approach over a hill. Lowering the hilltop would improve safety on the approach.
 - b. Scope of Work:
 - i. Cut material from hill approach along the sides of Deadwood Trail adjacent to the intersection. Cut all the way to the right of way. Place this material on the east/downhill side of Pony Express from the intersection south to lot 68. Compact fill with roller and cap with gravel/road mix. The stretch of Pony Express nearest the intersection to the first bend slope with an in-slope to the hill. From corner to Lot 68 slope with a center crown. Fill to widen Pony Express up to 24 feet or the right of way whichever is less. Construct a 2' high berm along the east side of Pony Express from the center of the intersection down to the south 100'.
 - ii. Deadwood Trail is 5' over the right of way to the south. When cutting the road, shift the roadway 7' to 10' to the north to get it back into the right of way. Ending with a road width of 24' plus ditches. Place large rocks along the south edge to protect the right of way.
 - iii. Contour and crown the road surface to meet slope requirements in Appendix "A".

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Remove Large Rocks From Road

The Owner's Association has allocated a maximum of 16 hours or \$4,250.00 to remove large rocks sticking up into the roadway. This allocation includes potential rock removal expense incurred from the Cowpoke Trail Ditch and Slope Repair project.

After the expense from the Cowpoke project is determined contractor will identify rocks most detrimental to maintenance and provide an estimate for their removal. If approved, contractor is to conduct the work in conjunction with other projects to best maximize the Owners Association use of funds.

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Culvert Installation as per 12/14/2021 Bid

Install 4 culverts as marked in the field with Jessie Radcliffe and Bret Robertson in 2021.

- a. Culvert 1 Lookout Trail, 12"
- b. Culvert 2 North Iris Ridge at dip, 12"
- c. Culvert 3 Dynamite Drive and Pony Express Tie in, 12"
- d. Culvert 4 Iris Ridge and Deadwood Trail, 24"