

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, herein referred to as "CONTRACTOR", whose address is 8100 Shepherd Rd, 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: performing three (3) bladings on Eagle Bend Boulevard, Turkey Trail, and Whitetail Run; performing one (1) blading on River Run Lane, Wild Game Trail, Sharptail Circle, and Pelican Cove. The bladings will occur throughout the 2026 maintenance season.

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 \$8,000. 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, May 7, 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 May 22, 2026.

COUNTY:

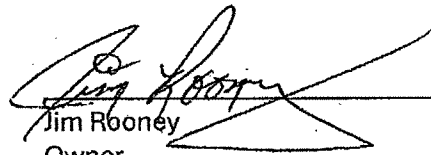
Yellowstone County
Billings, MT 59101



Jay D. Anderson, PE
Public Works Deputy Director

CONTRACTOR

Jim Rooney Excavating
Shepherd, MT 59079



Jim Rooney
Owner

05/07/2026

Maintenance of Eagle Bend Subdivision
Price Quote (BID) Sheet

Please include this sheet with your bid documents.

Sub-Total price to blade the "three blading" roads in the 2026 maintenance season:

End of May \$ 3000⁰⁰ *include 1000⁰⁰ for Stephens work*
June to September \$ 2800⁰⁰
Mid-October \$ 2000⁰⁰

Sub-Total price for blading the "one blading" roads (can be performed concurrently with one above):

\$ 1000⁰⁰

Total price for 2026 Gravel Maintenance \$ 8000⁰⁰ (sum of four sub-totals above)

Hourly Rate for additional call-out (only if requested by County) \$ 250⁰⁰ /hr.

Jim Rooney Excavating
Company Name

Jim Rooney
Authorized Representative

8100 Stephens Rd
Mailing Address

Stephens MT
City, State and Zip Code

416-670-6961
Telephone and Fax Number

Contractor Number

05-07-2026
Date

I acknowledge receiving the following addenda, if applicable.

#1 _____ #2 _____
Initials Initials

April 29th, 2026

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

Maintenance of Eagle Bend Subdivision

For 2026 maintenance season

A Scope of Work for the project is attached.

All quotations must be labeled 'RSID 688M – Seasonal 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. May 8, 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 included within the solicitation for reference. The County will enter into a Contractual agreement using this boilerplate 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

Maintenance of Eagle Bend Subdivision

Scope of Work – Specifications

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

- Eagle Bend Subdivision is located northeast of Shepherd Mt approximately 0.4 tenths of a mile east of the intersection of Church Rd and Razor Cr. Rd. A map of the RSID is attached.
- We are asking for a quote to grade the following roads three times in the 2026 season. These times are approximate to allow the contractor some flexibility with scheduling and the ability to take advantage of moisture when possible.
 - Once at the end of May
 - Once between June and September depending on need,
 - Once around mid-October.
- The total length of the roads, including the cul-de-sacs are approximately **16,857** feet in length.
- The three blading roads are as follows
 - Eagle Bend Boulevard – 10,756 ft
 - Turkey Trail – 1,012 ft
 - Whitetail Run – 3,800 ft.
- The one blading roads are as follows
 - River Run Lane – 2,825 ft
 - Wild Game Trail – 2,264 ft
 - Sharptail Circle – 560 ft
 - Pelican Cove – 480 ft
- Blade existing roads filling potholes, removing washboards, establishing 2-3% center crown and an approximate 24-foot top.
- On a lot of road shoulders there are berms of gravel, grass and dirt we would like the shoulders of the roads cleaned of these berms in the first blading (basically lightly pulling the shoulders) and worked throughout the summer to recover as much useable gravel as possible. At the end of the grading season we ask any existing berm be laid out (a few oversize rocks or grass clumps will be acceptable on the driving surface) so as not to block drainage or cause snow drifts and minimize loss of material. The intention for this is to create positive drainage for the road, get the width unified and define the road shoulders.
- Any cul-de-sacs shall also be included in the road maintenance portion of this work, and the shaping of said cul-de-sacs shall be accomplished with emphasis on maintaining existing drainage patterns.

All Contractors interested in submitting a price quote for this work are encouraged to visit the site(s) and verify or obtain their own measurements of lengths, widths, slopes, cross slopes and obtain any other data needed to perform this work.

- Coordinate with property owners and RSID Ad-Hoc members as necessary.
- All materials and work must meet industry standard requirements for this type of maintenance work.

After Completion of work, provide copies of invoices to
Yellowstone County Public Works

Maintenance of Eagle Bend Subdivision
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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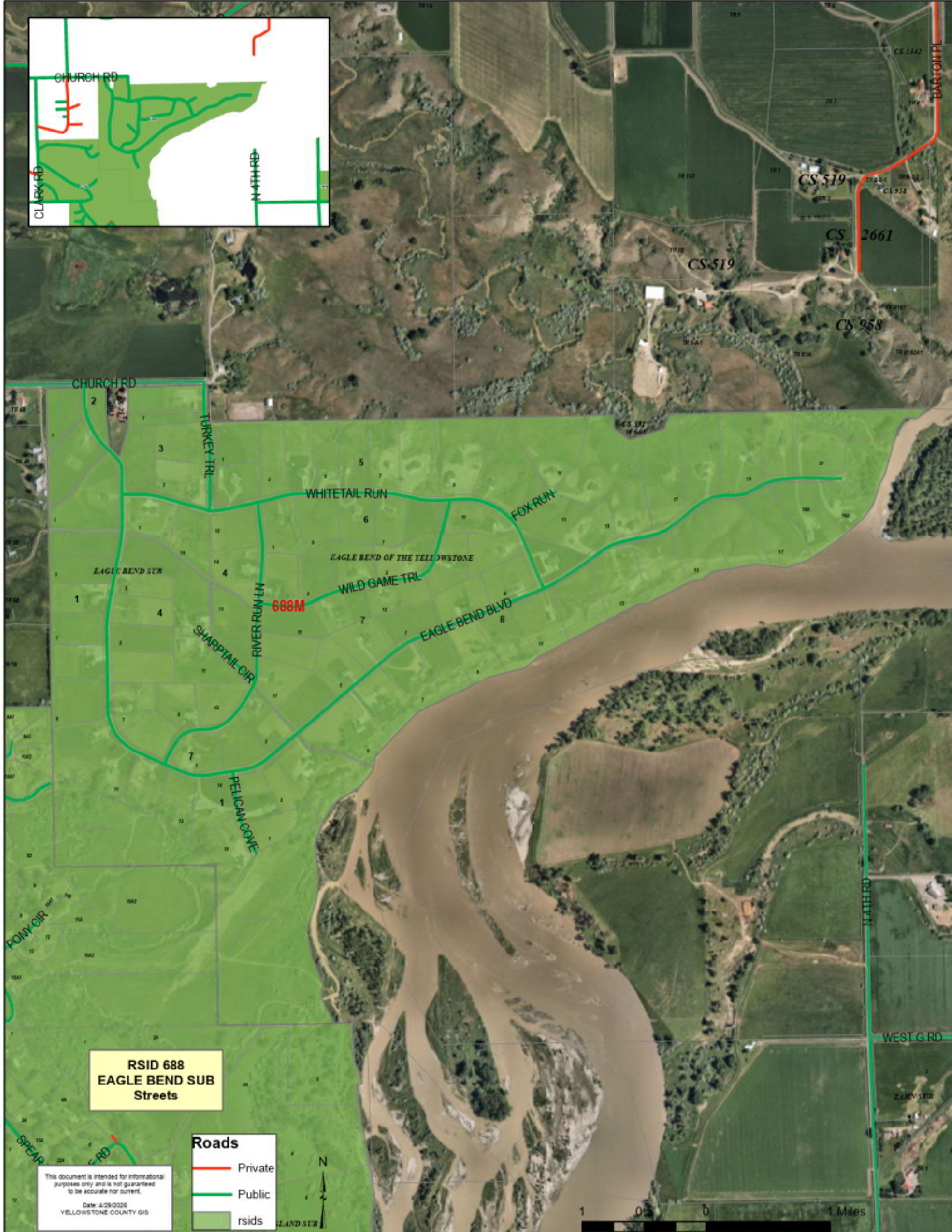
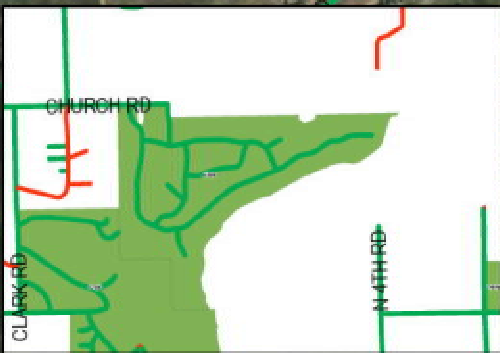
Worker's Compensation

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 specifications.
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.



**RSID 688
EAGLE BEND SUB
Streets**

- Roads**
- Private
 - Public
 - rsids

This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 4/29/2026
YELLOWSTONE COUNTY GIS





855 Front Street | P.O. Box 4759 | Helena, MT 59604-4759
Phone 800-332-6102 or 406-495-5000 | Fax 406-495-5020
Fraud 888-MT-CRIME or 888-682-7463 | TDD/TTY 406-495-5030
montanastatefund.com | safemt.com

YELLOWSTONE COUNTY
PO BOX 35024
BILLINGS MT 59107

Policy #: 03-385889-5
Team: Premier
Date: 05/29/2026

INSURED: JIM ROONEY EXCAVATING INC
JIM ROONEY EXCAVATING
8100 SHEPHERD RD
SHEPHERD MT 59079

CERTIFICATE OF WORKERS' COMPENSATION, OCCUPATIONAL DISEASE AND EMPLOYERS LIABILITY INSURANCE

This certificate is for your information only. It does not create a contract between you and Montana State Fund or change any of the policy terms. The policy includes coverage for all employees as required by Montana law.

Employers Liability is included at the following limits of liability:

\$500,000 Bodily Injury By Accident, Each Accident
\$500,000 Bodily Injury By Disease, Each Employee
\$500,000 Bodily Injury By Disease, Policy Limit

The insured may elect coverage for certain employments. We cannot verify the coverage of such employments. You should verify coverage for these employments with the insured.

The policy period is 07/20/2025 to 07/20/2026. We will attempt to notify you if the policy is cancelled.

When the policy expires, you may request a new certificate through the insured.

cc: JIM ROONEY EXCAVATING INC