

**GALLATIN COUNTY
REQUEST FOR COMPETITIVE SEALED PROPOSALS
FUTURE LAND USE MAP AND HOUSING STRATEGY**

INTRODUCTION

TO ALL INTERESTED COMPANIES: Gallatin County is seeking competitive sealed proposals from Professional Planning, Engineering, and Architect companies, or similar organizations, to provide consulting services to develop new elements to the Gallatin County Growth Policy (Comprehensive Plan), specific to land use and housing (per specifications on Exhibit A attached and incorporated herein). The consulting service is specific to the project known as the Future Land Use Map (FLUM) and Regional Housing Strategy (RHS).

DELIVERY DEADLINE & INSTRUCTIONS

DELIVERED NO LATER THAN 4:00 PM, MDT, MONDAY, JULY 31, 2023 in a sealed box or envelope (hard copies and digital copies) with company name shown clearly on the outside, addressed to:

COMPETITIVE SEALED PROPOSAL
Gallatin County Clerk and Recorder
311 West Main, Room 203
Bozeman, MT 59715.

BIDS THAT ARE SUBMITTED AFTER THE DEADLINE SHALL NOT BE CONSIDERED AND SHALL BE REJECTED.

CONTACT INFORMATION

Requests for additional information or clarification:

Garrett McAllister
Gallatin County Courthouse
311 West Main, Room 108
Bozeman, MT 59715
garrett.mcallister@gallatin.mt.gov

QUESTIONS/CLARIFICATIONS

Any questions related to the proposal or scope of work must be provided in writing prior to noon on **Friday, July 14, 2023**. Responses to these questions will be sent to all those responding to this request.

PROPOSAL OPENING

Competitive Sealed proposals will be opened at a regularly scheduled public meeting of the County Commissioners at **9:00 AM, on Tuesday, August 1, 2023**, at Gallatin County Courthouse, 311 W. Main, Bozeman, Montana, or upon reasonable notice to the Companies or such other duly noticed public meeting.

AMENDMENTS TO REQUEST FOR PROPOSAL

Any interpretation or correction of this Request for Competitive Sealed Proposals “CSP” will be made by written addendum and sent to all Companies that have requested the bidding.

PROPOSAL FORM & CONTENTS

Deliver one (1) signed original, four (4) copies, and a minimum of one (1) digital copy prepared and submitted as follows:

<u>Document</u>	<u>Minimum Information</u>
1. Cover Letter	Profile, name, address, location, phone number, email address, contact persons.
2. Signed CSP Form	Request For Competitive Sealed Proposal Form shall be signed and returned with proposal.
3. Exhibit ‘A’	Work, services, & product described in Exhibit A.
4. Exhibit ‘B’	Complete and submit as page 1 of response.
5. Change Orders	Hourly rate for change order work
6. License	Copy of Professional License (if applicable), and Business Certificate
7. References	3 references minimum with contact information
8. Appendix	Any additional information in support of proposal

SELECTION PROCESS

Gallatin County has adopted the Montana State Procurement Act, Title 18, Chapter 4, including Competitive Sealed Proposal Procedure of Montana Code Annotated (MCA) § 18-4-301 – 304. The act requires “adequate” and “reasonable” time for public notice.

- Evaluation.** A selection committee will evaluate all conforming proposals.
- Rejection.** Gallatin County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals and to waive any defects and to allow modifications and supplementation of proposals that are submitted within the deadline.
- Review.** The Selection Committee will review conforming proposals as follows (100 points total):
 - Qualifications and ability to perform requested services:
 - Past experience with similar projects 20 points
 - Qualifications of staff assigned to this project 15 points
 - Staffing capacity to meet the 12 month schedule 10 points
 - References from other communities 5 points

Execution of the scope of work:

- Description of proposed work plan, schedule and deliverables 20 points
- Description of public outreach process 15 points
- Project budget 15 points

Procurement Timeline

Advertise: July 1 & July 8, 2023

Bid question deadline: Friday, July 14, 2023

Bids due: 4:00PM MDT, Monday, July 31, 2023

Proposal openings: Tuesday, August 1, 2023

Contract recommendation: Tuesday, August 15, 2023

4. **Revisions.** Companies submitting proposals will be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals, and such revisions may be permitted, after submissions and prior to award for the purpose of obtaining best and final proposals.
5. **Scoring & Elimination.** After scoring proposals based on the criteria herein the selection committee may eliminate one or more or all Companies from further review.
6. **Interviews.** After scoring & elimination the selection committee may in its discretion select one or more or all Companies to participate in interview(s), make oral presentation(s), provide supplemental information and documentation. The selection committee may use this process for further elimination. All arrangements and scheduling shall be coordinated by the selection committee or its agent.
7. **Confidential Negotiations.** Prior to making any award the selection committee may negotiate directly with the remaining vendor or Companies. In conducting discussions and negotiations, there may be no disclosure of any information derived from competing proposals. The selection committee shall comply with resident bidder preference of § 18-1-102, MCA.

BINDING OFFER

COMPANY'S PROPOSAL CONSTITUTES A VALID LEGAL OFFER FOR 180-DAYS. COMPANY'S PROPOSAL SHALL NOT BE WITHDRAWN WITHOUT THE CONSENT OF GALLATIN COUNTY. Negligence, errors, mistakes or omissions in preparing the proposal, information, documentation, costs, or calculations shall confer no right of withdrawal after the submission deadline. Company bears all costs of preparing the proposal and any subsequent presentation or participation in the selection process.

MISTAKES ERRORS & OMISSIONS

Company shall disclose errors in costs, calculations or information "mistakes" in the proposal submitted as well as in any related contracts, agreements, estimates, change orders or other documents. In the event that County accepts any proposal, related contracts, agreements, estimates, change order or other documents containing mistakes the **Company shall be obligated to correct mistakes that are adverse to the County and shall have no right to enforce such mistakes against the County, except mistakes that work in favor of the County shall be binding on the Company.**

CONTRACT FORM

Company agrees to accept & execute the attached county work & services agreement that will be issued subject to minor, non-substantive modifications or changes only. Gallatin County reserves the right to require the Company to execute such further documents, contracts, agreements or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's office.

COUNTY RESERVATION OF RIGHTS

SUBMISSION OF A PROPOSAL CONFERS NO RIGHTS UPON ANY COMPANY AND SHALL NOT OBLIGATE GALLATIN COUNTY IN ANY MANNER WHATSOEVER. GALLATIN COUNTY RESERVES THE RIGHT TO MAKE NO AWARD AND TO SOLICIT ADDITIONAL PROPOSALS AT A LATER DATE.

This Request for Competitive Sealed Proposals may be canceled or any or all proposals may be rejected in whole or in part, as specified herein, when it is in the best interests of Gallatin County, and such reasons will be stated in the contract file. § 18-4-307, MCA.

NOTICE OF AWARD

In the event an award is granted, then the contract file shall contain the basis of the award that shall be to the responsible and responsive Company whose proposal best meets the evaluation criteria and the resident bidder preference of § 18-1-102, MCA.

Gallatin County shall provide written notice to the Company that is selected based on this "CSP". If no Company is selected, then a notice of no award shall issue. Company selected will be required to execute a Gallatin County Service Agreement (sample included).

REMEDIES & REMOVAL

Companies are advised that the Montana State Procurement Act provides exclusive remedies for Companies, bidders, contractors or aggrieved parties. § 18-4-242, MCA. Transfer and assignment of contracts without authority and collusion or secret agreements between Companies for the purpose of securing any advantage is strictly prohibited, and any person who violates such provisions may be held criminally liable for misdemeanor with civil penalties from \$500 to \$5,000. § 18-4-141, MCA. In addition to these remedies [and other recourse provided in this invitation and at law or equity] Companies may be suspended or removed as provided in § 18-4-241, MCA.

EXHIBIT “A”

I. SCOPE OF WORK

A. Objective:

Gallatin County, Montana (County) is soliciting proposals for consulting services to develop a Future Land Use Map (FLUM) element, which is a project identified as a short-term action item in the Gallatin County Growth Policy (Growth Policy) Implementation Table and is required by Montana State law. Additionally, the County is consolidating this effort with a Regional Housing Strategy (RHS), which will serve as a Housing element in the Growth Policy. Over a 12-month period with extensive community outreach, the firm will develop a Countywide Future Land Use Map and Regional Housing Strategy (Project) for adoption by the County Commission. The Project will set specific land use designations that are reflective of the goals and policies in the Growth Policy and a comprehensive, balanced, and equitable housing strategy for Gallatin County that provides the foundation for cross-organizational collaboration and action. Gallatin County seeks an experienced consultant, who understands the complexity of county governance, particularly in the West, as well as both rural and urban land use and housing needs.

The RHS portion of the project is funded by a [Community Development and Block Grant \(CDBG\) planning grant award](#). Consistent with Section 3 of the Housing and Community Development Act of 1968, CDBG regulations governing the grant require that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to local lower-income residents. Further, to the greatest extent feasible, business concerns located in or substantially owned by residents of the project area will be utilized. Disadvantaged business enterprises (DBE's) are encouraged to apply.

B. Context:

Need – Future Land Use Map

- Projected population growth and development numbers in Gallatin County are significant:
 - In the last 20 years, the population has increased by 71%, over 20% more than the next fastest growing counties in Montana. The current population stands at an estimated 118,960 individuals. If the current 2.75% annual growth rate continues, the County would reach a population of 200,000 by 2040.
- The existing land use map is:
 1. Out of date.
 2. Does not reflect community goals & policies from recently updated Growth Policy.
 3. Does not reflect projected development types, intensities, and locations.
- There is a need to accommodate residential, commercial, open space/ecological, and industrial land uses in a manner consistent with community goals.
- Ensure compliance with current Statutory Law.

Need – Housing Strategy

- While some local municipalities have Housing Plans and the Gallatin County Growth Policy contains a few housing policies, there is no Regional Housing Strategy.
- Gallatin County is Montana's [fastest growing](#) and least affordable county. The [Gallatin Association of Realtors reports](#) that the median single-family home price jumped 46%

since January 2021 to \$823,750, nearly 12 times the [2020 median household income of \\$70,124](#). Half of Gallatin County’s renter households [spend more than 30% of their incomes on gross rent. A full quarter are severely cost burdened, spending more than 50% of their income on gross rent.](#)

- With rapid growth and high housing costs, business owners struggle to recruit talent from outside of Gallatin County. Gallatin County workers cannot afford to keep their jobs and/or must take on additional jobs to remain housed.
- Gallatin County also faces [significant disparities in homeownership rates by race and ethnicity](#). As of 2019, the homeownership rate for white householders was 62.2%, relatively close to Montana’s 69.8% and the nation’s 69.5%. During the same period, however, the homeownership rate for Black or African American householders was an abysmal 6.2%, significantly lower than the state (27.8%) and national (41.8%) rates. A similar pattern of disadvantage emerged for those who identify as Asian, American Indian or Alaskan Native, Hispanic or Latino, or two or more races.
- [The share of Gallatin County residents aged 65 or older increased 128% from 2000 to 2019, jumping from 8.6% to 13%](#). People in this age group may require greater accessibility to services, may be on fixed incomes, and/or may find themselves living in homes or properties that have more space than they would like and/or can maintain. Gallatin County’s older residents deserve an opportunity to age gracefully in our community.

C. Scope:

Project Goals

The intent of the Project is to develop and adopt a County FLUM and RHS as elements to the Growth Policy. The Project needs to:

- Align with the County’s strategic long-rang planning efforts (Growth Policy, Neighborhood Plans, Trails and Transportation Plans).
- Reflect and support community values from Growth Policy and other long-range documents.
- Honor the community’s desire to protect what it loves.
- Identify and designate areas for what it needs, with a focus on housing.
- Establish the planning foundation for future zoning reform.
- Provide guidance for growth and development in coordination with incorporated communities within the County.
- Adhere to statutory requirements from the State of Montana.
- Abide by the Growth Policy goal related to Public Service: “Provide meaningful opportunities for public engagement and establish a regulatory process that is transparent, fair, and efficient.”

Key Engagement and Process Components

- *Creative and Inclusive Public Engagement*
 - Clearly explain purpose of Project and how it will benefit the public based on community input received during the Growth Policy project.
 - Emphasize education and awareness, providing facts on how County will implement the Project in future regulatory reform.
 - Develop a clear understanding on what level of participation we expect from the community during each part of the process.
 - Ensure participation from all demographic and geographic segments.
 - Ensure thoughtful and creative public engagement approaches are utilized.

- Provide high quality, user-friendly, engaging platforms and tools.
- Show how community input was utilized.
- Keep community updated at regular intervals.
- **Clear Process/Schedule**
 - Have a well-planned approach and reasonable timeline; Project should be completed within 12 months of the start date.
 - Articulate specific milestones linked with deliverables.
 - Have clear plan for a “technology transfer” of all products to the Planning Department.

High-Quality Deliverables

- Communication Strategy (Task 1.2)
- Land use and housing policy catalog (Task 2.1)
- Land use profiles (Tasks 2.2 & 2.3)
- Preliminary land use and housing recommendations (Task 2.4)
- Well designed, implemented, and documented public engagement process. (Task 3.1)
- Clear and objective criteria for FLUM amendments and future updates. (Task 5.2)
- Regulatory recommendations on how to achieve implementation of FLUM and RHS (Tasks 5.2)
- Final Product: Easy to read and interpret FLUM and RHS in multiple formats (e.g., print, digital, and GIS).

D. General Outline of Project, Suggested Approach, and Schedule:

While the specific approach, methodology, and timeframe proposed by the consultant should be detailed in the written proposal, the County generally anticipates the Growth Policy Update being completed in six steps over an approximately 12-month period. Please provide a proposed calendar. Below is a sample schedule, which should be used as a guideline but is meant to be tailored to reflect the skills and expertise and proposed schedule of the consultants.

This suggested work plan is divided into six project steps. For each step there is a description of deliverables and a timeframe for completion. Deliverables are items or documents that will be produced for either internal use or for public consumption. The timeframes are general and are used to mark progress. Under each step there is list of tasks. Each task includes a description, who will execute the task, additional resources, and expected outcomes.

Step One: Foundation

Step Two: Policy Review and Land Use Profiles

Step Three: Community Outreach Round One

Step Four: Draft Land Use Designations and Map

Step Five: Community Outreach Round Two and Final Product

Step Six: Adoption Process

Step One: Foundation

Step One Tasks:

- 1.1: Identify project resources and needs
- 1.2: Develop communication strategy and Steering Committee approval

Step One Timeframe:

- Fall 2023

Task 1.1 Compile source material, identify additional project resources and needs

Gather existing documents, studies, plans, zoning regulations, maps, scenario plans, articles, data sets, and anything and everything we can think of that is relevant to the Project. Review the scope and work plan with consultant to determine what the needs are to complete the project. Identify what additional resources may be necessary.

Note: A housing needs assessment for Gallatin County was completed by One Valley Community Foundation in 2021; “Gallatin County Regional Housing Study.” There is also a regional housing coalition that is actively meeting but is not County led.

Participants:	Consultant
Additional Resources:	Planning Staff
Outcome:	Better understanding of what is required to complete project and what additional resources may be needed.

Task 1.2 Develop Communication Strategy

Develop a communication strategy and have it approved by Steering Committee.

Participants:	Consultant
Additional Resources:	Staff, County Communications Coordinator Whitney Bermes, Steering Committee
Outcome:	Communication Strategy

Step Two: Policy Review and Land Use Profiles

Step Two Tasks:

- 2.1: Catalog Adopted Land Use Policies and Draft Report
- 2.2: Draft County Existing Land Use Profile
- 2.3: Draft County Projected Land Use Profile
- 2.4: Develop General Land Use and Housing Recommendations

Step Two Timeframe:

- Fall 2023

Note on Land Use Profiles: Focus on 1) existing conditions and current land uses and 2) land use trends and future projections. Input will be sought from Steering Committee on final report. Document will inform the drafting of land use designations and map in later phases of the project. The snapshots in Chapter 4 of the Growth Policy cover broad topics like population, housing, economy, local services, and public resources. There is a short section on land use, but it only shows public vs private land and a simple map of population distribution across the county. The Land Use Profiles will dig deeper.

Task 2.1 Review/catalog adopted land use and housing policies

Catalog the body of existing policy that currently guides land use and housing decisions. These policies mainly come from land use plans such as the growth policy and neighborhood plans, but they can also come from other sources. This catalog of information will be used in the outreach

process as a summary of current County policies and will also assist in identifying gaps in land use and housing policy.

Participants:	Planning Staff, Consultant
Additional Resources:	
Outcome:	An organized catalog of goals and policies and the plans they came from and, if needed, a brief explanation of the intent behind the goal/policy. Identification of policy gaps.

Task 2.2 County Land Use Profile Part 1: Existing Conditions

A map and text that will describe existing conditions in the county by referencing plans, studies, zoning regulations, and Primary Criteria maps - which show existing features that facilitate development and existing features that constrain development. Steering Committee may also provide assistance with identifying additional sources of information or knowledge. Further, it may be useful to schedule site visits with Planning Staff and the Steering Committee to better understand existing conditions in certain areas of the county.

With the Existing Land Use Profile, we envision building a profile of the current land use conditions by answering questions like:

- Where do we have housing/clusters of housing? What types? What density?
- Where do we have available services, like water and sewer?
- Where do we have existing road networks that are adequate to serve growth? Existing transit network?
- Where do we have industrial land uses?
- Where do we have mixed use area?
- Where do we have large tracts of active unbroken agricultural land?

Participants:	Consultant, Planning Staff
Additional Resources:	Steering Committee
Outcome:	Descriptions and map of existing land use conditions.

Task 2.3 County Land Use Profile Part 2: Trends & Projections

Using existing plans/zoning regulations, data on subdivision and zoning applications, and other resources, the profile will include maps describing the locations where development is planned and/or permitted, and description of the type of development that is expected. It will include descriptions of larger land use trends and how these trends may impact future land use types and patterns in the planning area.

To build the Projected Land Use Profile, we would use existing adopted planning documents and other resources to do scenario planning, attempting to answer questions like:

- Where can we reasonably expect additional housing to be built? What types?
- Where might we expect more commercial/mixed use activity?
- Where can we expect transportation improvements to happen?
- Where can we reasonably expect agricultural uses to continue?

- Can we predict to any degree the expansion of water and sewer service (4C w/s)?

Participants:	Consultant, Planning Staff
Additional Resources:	Steering Committee
Outcome:	Description and map of projected land use trends for the County over the next 5-10 years.

Task 2.4 Develop general land use and housing recommendations

Based on Land Use Profiles and existing policy, develop general recommendations and rough land use map on what land use types are needed to accommodate planned and projected development over the next 10 years, and a description of what types of facilities and infrastructure those land uses require. This step will include identification of partner agencies and organizations for housing policy and development.

Participants:	Consultant, Planning Staff
Additional Resources:	Steering Committee
Outcome:	Projected land use needs for the County over the next 10 years and rough draft of FLUM.

Step Three: Community Outreach - Round One

Step Three Tasks:

- 3.1: Design Outreach Process
- 3.2: Implement Public Outreach Process and Summarize Public Comment
- 3.3: Revise Land Use Profile

Step Three Timeframe:

- Winter 2023/2024

Task 3.1. Design outreach and engagement plan

The goal for the first round of outreach is to validate and refine the Existing and Projected Land Use Profiles. Consultant will develop an outreach process that proactively engages the public, with clear messaging on expectations from the public and key strategic areas identified around the County. An online engagement platform will be important. The exact type of platform will depend on the goals of the engagement, the capacity of the platform, and the logistics and costs of operation. Identify opportunities to engage the general public. General public engagement in the form of open houses, workshops, and an online participation platform. Will need to hold in-person events to diversify outreach. Design engagement exercises that focus on the same issues and provide comparable outcomes. Develop a consistent way to document the feedback and evaluate the content from the outreach events.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Public outreach strategy/process design

Task 3.2 Implement outreach and engagement plan

Hold meetings, workshops, open houses. Document feedback, evaluate the content from the outreach events, summarize results.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Summary of comments from community groups and the public

Task 3.3 Finalize County Land Use Profiles

Land Use Profiles revised and finalized based on comments received. Present revisions to the Steering Committee, explain outreach process, and seek approval. Final documents posted online and distributed electronically to all the participants in the process.

Participants:	Consultant, Planning Staff
Additional Resources:	Steering Committee
Outcome:	Final draft of the Land Use Profiles

Step Four: Draft Land Use Designations, Map, and Housing Strategies

Step Four Tasks:

- 4.1: First draft of land use designations
- 4.2: First draft of land use map
- 4.3: First draft of housing strategies and implementation tools
- 4.4: Document methodology

Step Four Timeframe:

- Winter/Spring 2024

Task 4.1. Draft land use designations

Use the finalized Land Use Profiles, existing regulations, and any additional information identified through the process to date. This information will be used to draft land use designations that represent desired future land use needs, support existing land use policy, incorporate public and community involvement, and accommodates for existing (and potential?) regulations. Consultant and Planning Staff will draft the designations and work with the Steering Committee to revise as necessary.

Participants:	Consultant, Planning Staff
Additional Resources:	Steering Committee
Outcome:	Text describing land use designations

Task 4.2. Draft land use map

In a similar process described above, review the relevant information and the draft land use descriptions to develop a draft future land use map. Consultant and Planning Staff will draft the initial map, and work with the Steering Committee to revise as necessary.

Participants:	Consultant, Planning Staff
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Additional Resources:	Steering Committee
Outcome:	Map showing land use designations

Task 4.3. Draft housing strategies and implementation tasks

Consultant and Planning Staff will draft the initial housing strategy, and work with the Steering Committee and Regional Housing Coalition to revise as necessary.

Participants:	Consultant, Planning Staff
Additional Resources:	Steering Committee, Regional Housing Coalition
Outcome:	First draft of housing strategy and clearly identify role of Gallatin County and partner agencies and organizations

Task 4.4. Document methodology used for developing FLUM designations, map, and housing strategy.

Participants:	Consultant
Additional Resources:	None expected
Outcome:	Document explaining how the land use profiles, policy review, and community input together were used to create the designations, map, and strategy.

Step Five: Community Outreach - Round Two

Step Five Tasks:

- 5.1: Outreach on draft designations, map, and housing strategy
- 5.2: Amendment criteria (FLUM) and regulatory recommendations (explore alternative planning frameworks)
- 5.3: Workshop (Steering Committee, Planning Board, County Commission)
- 5.4: Revisions, Final Drafts for Adoption

Step Five Timeframe:

- Late Spring/Early Summer 2024

Task 5.1 Hold meetings, workshops, open houses, and document/summarize input

The goal of the second round of outreach is to gather public feedback on the draft land use designations and map. Follow similar outreach process to first round of outreach. Focus on the same community groups that participated in the first round and add additional groups if they are identified. Consultant to develop materials for the meetings and work with the community groups/stakeholders on logistics of the meetings as appropriate. An online platform to be employed for targeting feedback from general public. As with the first round of outreach, all of the meetings will be documented and summarized in a consistent format.

Participants:	Consultant, Planning Staff
Additional Resources:	Additional staff?

Outcome: Documentation of input to be used in revising the designations and map

Task 5.2 Amendment criteria and regulatory recommendations

Consultant to provide clear, objective, and thorough criteria for amending FLUM and for future updates. Consultant to also provide staff and steering committee with suite of regulatory recommendations for implementing FLUM and Housing Strategy.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Amendment criteria and regulatory recommendations

Task 5.3 Hold workshop

Schedule and advertise a workshop with the Steering Committee, Planning Board, and County Commission on draft future land use designations, map, and housing strategy, including comment summaries, description of the process, FLUM amendment criteria, and regulatory recommendations.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Revisions and final products for adoption

Task 5.4. Revisions as needed and final drafts for adoption

At the completion of the second round of outreach and after the workshop, all documents will be revised based on the comments received. The Steering Committee will be presented with the final drafts and will be approved by Steering Committee prior to the adoption phase.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Revised designations and map

Step Six: Adoption

Step Six Tasks:

- 6.1: Planning Board Hearings (2)
- 6.2: County Commission Hearing – Intent
- 6.3: County Commission Hearing - Adoption

Step Six Timeframe:

- Summer 2023

Task 6.1. Planning Board hearings

The FLUM and RHS elements will be adopted as amendments to the Gallatin County Growth Policy. By state statute, the Planning Board must hold a public hearing and send a recommendation to the County Commissioners in the form of a resolution. Staff will advertise the hearings, draft resolutions for the Planning Board, and handle meeting logistics. The consultant will prepare all documents and make public presentations.

For the first hearing, Planning Board will take public comment on the draft designations and map. The Board may request additional changes. The Board will adopt a resolution of recommendation to the County Commission.

At the second hearing, the Planning Board will take public comment on the housing strategy. The Board may request additional changes. The Board will adopt a resolution of recommendation to the County Commission.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Planning Board Resolutions Potential revisions

Task 6.2. County Commission hearing – Resolutions of Intent

The County Commission will hold a public hearing on the FLUM and RHS prior to taking action. Planning Staff will advertise the meeting and provide the Commission with the necessary materials. The consultant will prepare all documents and make public presentations. The Commission will take comment on the draft designations and map and will pass resolutions of intent to adopt. The Commission may direct Consultant/Planning Staff to make additional changes based on public comment.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Resolution of Intent Potential revisions

Task 6.3. County Commission hearing – Resolutions of Adoption

The Commission will take action on the Growth Policy amendments through resolutions of adoption after approval of the resolutions of intent. When the final resolutions are adopted, the designations, map, and housing strategy will become elements of the Gallatin County Growth Policy.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Resolution of Adoption

General Project Management:

Project will require certain ongoing management tasks that will occur throughout the different phases of the project. The ongoing tasks include:

- Regular County Commission updates
- Regular Planning Board updates
- Monthly (or as needed) Steering Committee meetings
- Communication strategy implementation
- Website management including posting meeting dates and times, documents important to the public process, regular updates, etc.

Delivery of Final Documents

The final documents will be provided in the following formats:

- Digital / editable Word Document
- Digital / editable PDF Document
- Editable GIS data / maps / images / diagrams

Gallatin County Land Use Map Update Project Timeline Final 6.15.2023	2023				2024							
	September	October	November	December	January	February	March	April	May	June	July	August
Step 1: Foundation												
Task 1.1. Project Needs												
Task 1.2. Communication Strategy												
Step 2: Policy Review and Land Use Profiles												
Task 2.1. Land Use and Housing Policy Catalog												
Task 2.2. Existing Land Use Profile												
Task 2.3. Projected Land Use Profile												
Task 2.4. Preliminary Recommendations												
Step 3: Community Outreach - R1												
Task 3.1. Design Outreach Plan												
Task 3.2. Implement Outreach Plan and Summarize Results												
Task 3.3. Finalize Land Use Profiles												
Step 4: Draft Land Use Designations, Map, & Housing Strategies												
Task 4.1. Draft land use designations												
Task 4.2. Draft land use map												
Task 4.3. Draft housing strategies and implementation tasks												
Task 4.3. Document methodology												
Step 5: Community Outreach - R2												
Task 5.1. Outreach on drafts												
Task 5.2. Amendment Criteria & Regulatory Recommendations												
Task 5.3 Workshop												
Task 5.4 Revisions, Final												
Step 6: Adoption Process												
Task 6.1. Planning Board hearings												
Task 6.2. County Commission - Resolutions of Intent												
Task 6.3. County Commission - Resolutions of Adoption												

D. Project Guidance:

Based on the requirements of Title 76, Chapter 1, Part 6 Mont. Code Ann, the County Planning Board is tasked with making a recommendation on a proposed growth policy to the County Commission, who shall have final say in adoption of the document. Primary contact with the consultant will be Garrett McAllister, who will manage the contract on behalf of the County; however, a Steering Committee will work with the consultant to guide the project. Monthly conference calls or video conferences are anticipated to be conducted between the Steering Committee and the consultant and are in addition to meetings described above for each phase of the Project.

E. Staff Assistance:

Proposals should identify any specific areas where staff assistance is anticipated and the number of hours of staff assistance per month anticipated.

F. Progress Reports:

The Consultant is expected to submit **monthly progress reports** via email to the Planning Staff outlining the following:

- Recently performed work
- Upcoming tasks
- Upcoming milestones
- Scope, budget & schedule issues
- Other issues to be aware of

G. Other Resources:

The following resources may be helpful to the consultant carrying out the project:

- The [*2009 Montana's Growth Policy Resource Book*](#) published by the Montana Department of Commerce is a helpful resource for the consultant to familiarize themselves with the role growth policies play in Montana.
- The County's various land use regulations (Subdivision, Zoning, Floodplain, etc.) and adopted plans (Growth Policy, Transportation plan, Trails plan, Neighborhood/Community plans, etc.) are available online at: <http://gallatincomt.virtualtownhall.net/planning>.
- A study of the "Triangle" Area of Gallatin County completed in 2014, which explored opportunities for collaboration between Gallatin County and the cities of Bozeman and Belgrade is also available through the [Gallatin County Planning Department website](#). Please note this study resulted in the formation of the Planning Coordination Committee, which continues to actively meet.

II: PROPOSAL CONTENT

A. Understanding of Need:

The Proposer shall acknowledge their understanding of the County's need for the creation of a Future Land Use Map and Housing Strategy element as an update to the Growth Policy, and an understanding of the current Growth Policy.

B. Project Team and Availability:

Proposals shall include the company's legal name, address, and telephone number, as well as identify the project team members by name and explain, in detail, their experience working on future land use map and housing strategy projects. It is important that the consultant be able to respond to the County's needs in a timely manner, complete deliverables on schedule, and be an efficient resource for the County. The proposal shall address the various project team members' current work activities, how those activities would be coordinated with the Project, and the availability of the team members to complete the Project on schedule. The proposal shall also name any sub-consultants the Proposer intends to engage, explain their relevant experience, and the role they will play in the Project.

C. Approach:

The Proposer shall provide a detailed approach and timeline for completing the project as described above, taking special care to explain their proposed methodology for public engagement and how they will communicate with the Steering Committee and Point of Contact during development and implementation of the Project. The approach should describe tasks for which the consultant will rely on assistance from County staff.

D. Experience and References:

The Proposer shall provide a description of the firm's prior experience, including at least three similar projects (in particular those funded by CDBG), a summary of the exact type of services that were provided, size of community, location, total cost, and name of a local official knowledgeable regarding the firm's performance.

E. Cost:

Proposals should outline the cost of services that will be provided, with detailed cost information for those services and a not-to-exceed cost for Project. The FLUM portion of the Project has received Planning Board budget approval for up to \$100,000. The RHS portion of the Project is funded by a CDBG planning grant award that has been matched at the local level for a total projected budget of \$80,000.

F. Proposal Outline

Not to exceed 10 pages.

Exhibit “B”

Complete and include as page one (1) of your submittal

Acknowledge Addendums

1. _____
2. _____
3. _____

4. _____
5. _____
6. _____

Total contract price: \$ _____
(if supplemental pricing detail is required, attach to the back of Exhibit ‘B’)

Acknowledge terms and conditions of contract (yes/no) _____

AGREEMENT TO TERMS & CONDITIONS

THE UNDERSIGNED IS DULY AUTHORIZED TO BIND THE COMPANY NAMED BELOW AND HEREBY AGREES TO ALL THE TERMS AND CONDITIONS IN THE FOREGOING REQUEST FOR PROPOSALS

Company Name

Signature

Date

AGREEMENT

_____ and Gallatin County, Montana

This Agreement is entered into this ____ day of _____, 20____, by and between:

COUNTY: Gallatin County, _____, Bozeman, Montana 59715, which has the need for and the authority to contract for such materials, work and services and desires to have the CONTRACTOR perform as specified in Scope of Work.

CONTRACTOR: [Name, Address, City, State, Zip]:

_____, which is authorized to do business in the State of Montana where the undersigned has authority to enter into this Agreement on CONTRACTOR'S behalf. CONTRACTOR represents it is qualified to provide materials and perform such work and services in a safe and efficient manner to the COUNTY.

SCOPE OF WORK. CONTRACTOR shall provide all materials and perform all work and services to complete the project described in the Scope of Work attached as Exhibit "A."

Term. CONTRACTOR shall commence work no later than _____ and complete the work as set forth in the SCOPE OF WORK no later than _____. CONTRACTOR shall provide materials and perform all work and services, obligations and requirements without delay time being of the essence. Violation is a material breach.

COMPENSATION. COUNTY agrees to pay CONTRACTOR \$ _____. CONTRACTOR agrees that all materials, work and services specified in the Scope of Work shall be provided for this amount. The amount charged or paid under this agreement shall not exceed the agreed amount, except for change of work orders that shall be considered additional work and shall be in agreed to in writing prior to commencement of additional work.

PAYMENT SCHEDULE. Payment requests shall include a billing statement specifically detailing all materials, work or services set forth in the SCOPE OF WORK that have been completed and all expenses incurred. Expense receipts shall accompany the payment request. Upon receipt of CONTRACTOR'S written payment request, COUNTY will assess the work and materials and approve the payment request or provide the CONTRACTOR with a written statement detailing items not approved by the COUNTY and the reason for disapproval. The COUNTY may only disapprove the payment request or a portion thereof based upon: (i) unsatisfactory job progress; (ii) failure to remedy defective construction work or materials; (iii) disputed work or materials; (iv) failure to comply with material provisions of the contract or accompanying documents, including but not limited to payroll certifications, lien releases, warranties, material certifications, and test data; (v) failure of a contractor to make timely payment for claims, including but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; (vi) damage to the COUNTY; or (vii) the existence of reasonable evidence that the contract cannot be completed for the unpaid balance of the contract sum. All claims for payment are subject to the COUNTY'S standard claims processing including, but not limited to, the examination required by § 7-6-2407, Montana Code Annotated.

CONTRACT REPRESENTATIVES. CONTRACTOR names _____ as contact person who shall act as the liaison between the COUNTY and the CONTRACTOR and respond to requests from the COUNTY in writing promptly to prevent unreasonable delay in the progress of the Scope of Work and Payment Schedule. COUNTY names _____ as contact person who shall act as a liaison between the COUNTY and the CONTRACTOR and respond to requests from the CONTRACTOR in writing promptly to prevent unreasonable delay in the progress of the Scope of Work and Payment Schedule.

INFORMATION RELEASE. CONTRACTOR will not release information to a third party without prior written approval from COUNTY. “Third parties” as used in this section shall not include CONTRACTOR’S agents including subcontractors or sub-consultants. Both parties agree to use reasonable care to not use information developed during this project for the benefit of others except as may be authorized in writing. All documents, records, maps, drawings, or other papers produced or acquired by CONTRACTOR during this project shall remain the property of COUNTY.

DEFAULT, REMEDIES and TERMINATION. The parties agree each term and condition contained herein is material and of the essence. This agreement may be terminated by either party immediately should either party fail to perform in accordance with any term or condition of this agreement after it fails to cure within ten (10) calendar days written notice. COUNTY may also terminate without cause upon written notice. Should this Agreement terminate for any reason, payment to the CONTRACTOR shall be made on the basis of materials provided and services performed to the date of termination.

CONTRACTOR ADDITIONAL OBLIGATIONS. The CONTRACTOR'S additional obligations include the following: (a) provide all labor, materials, equipment, supplies and incidentals necessary to perform and complete the Scope of Work; (b) prepare and present such information as may be pertinent and necessary for the COUNTY to pass critical judgment on the quality of the work; (c) perform work and services in accordance with generally accepted commercial or accepted industry standards regarding similar type work or services; (d) perform all professional services in connection with the Scope of Work at a standard of similarly situated professionals in the United States, meeting all building code requirements and to the full satisfaction of the COUNTY; (e) maintain appropriate safety standards and keep all areas of work and adjacent areas free from foreseeable risks of harm and dangers; (f) immediately inform the COUNTY of the presence of any hazardous condition or waste or other toxic substance identified under the Scope of Work of this agreement; (g) allow the COUNTY upon reasonable notice and at reasonable times the right of review, inspect and examine the CONTRACTOR'S place of work and records pertaining to this agreement; and (h) all work and materials shall carry no less than a one year warranty; and (i) if CONTRACTOR utilizes any COUNTY property for the purposes to perform and complete the Scope of Work with or without the permission of the COUNTY it does so at its own risk and will defend, indemnify, and hold COUNTY harmless as set forth herein .

LAWS AND REGULATIONS. In performance of its obligations herein, CONTRACTOR, its agents and subcontractors shall comply with all applicable federal, state and local laws, rules and regulations. If during the term of this Agreement new laws or regulations become applicable, CONTRACTOR shall also comply with them without notice from COUNTY. CONTRACTOR specifically acknowledges the following provisions of law and its responsibility to abide by the same if such provisions are applicable:

Montana Labor Preference Section 18-2-403(1), Montana Code Annotated (MCA); Equal Opportunity. Section 49-3-207, MCA;

Prevailing Wage Rates. For those contracts that exceed \$25,000 and the work performed is defined as “public works” pursuant to Section 18-2-401, MCA, CONTRACTOR must pay the standard prevailing wage rates, fringe benefits, pension contributions and travel allowances in effect and applicable to Gallatin County, Montana. The current standard prevailing wage rates published by the Montana Department of Labor and Industry for job classifications necessary to complete the Scope of Work are incorporated by reference into this agreement. Contractor shall maintain payroll records in a manner readily capable of being certified for not less than 3 years after completion of the work and post a statement of wages and fringe benefits. If any contract exceeds 30 months the prevailing wage must be increased 3% after the first 12 months and every 12 months thereafter. Questions regarding the requirements of this section should be directed to the Montana Department of Labor and Industry, Labor Standards Bureau.

Registration and Withholding (1% tax withholding). CONTRACTOR shall register with the Montana Department of Labor and Industry as required in accordance with Title 39, Chapter 9, MCA and comply with Title 15, Chapter 50, MCA. CONTRACTOR shall withhold and forward gross contract receipts to the State of Montana.

SAFETY. CONTRACTOR, on behalf of itself and COUNTY, assumes sole responsibility for initiating, maintaining and supervising all health and safety precautions and programs for all employees, subcontractors, and consultants in connection with the performance of this agreement. CONTRACTOR shall ensure that its employees, consultants, and subcontractors are adequately and appropriately trained pursuant to the Montana Safety Culture Act, Title 39, Chapter 71, Part 15, MCA. CONTRACTOR shall also comply with the safety rules, codes, and provisions for occupational health and safety under Title 50, Chapter 71, MCA.

LIEN. Provided that COUNTY has first made all payments as required herein, CONTRACTOR shall pay all valid bills and charges for material and labor incurred by it and arising out of the Scope of Work and will hold COUNTY free and harmless against all liens and claims of liens or services, labor and materials filed against the property upon which the Scope of Work is commenced. As evidence of payment of service providers, material men, consultants and subcontractors, CONTRACTOR may be required to file lien waivers. CONTRACTOR will also file the same for its services. CONTRACTOR shall provide the necessary information to identify all CONTRACTORS of services, materialmen, consultants and subcontractors.

WAIVER AND INDEMNIFICATION. To the fullest extent allowable by law, CONTRACTOR waives any and all claims and recourse against COUNTY or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this agreement except claims arising from the intentional acts or negligence of the COUNTY or its officers, agents or employees.

To the fullest extent allowable by law, CONTRACTOR will indemnify, hold harmless, and defend the COUNTY and its officers, agents, and employees against any claim, damage, liability, loss, expense, fee, action or charge (including liability where activity is inherently or intrinsically dangerous), including attorney's fees (including fees of the County Attorney) arising out of CONTRACTOR'S acts, errors, omissions, or negligence or from CONTRACTOR'S failure to comply with the requirements of this agreement or with any applicable law relevant to the performance of this agreement. In the event of an action filed against COUNTY resulting from CONTRACTOR'S performance under this agreement, COUNTY may elect to represent itself and incur all costs and expenses of suit.

These obligations shall survive termination of this agreement.

INSURANCE. CONTRACTOR shall carry Commercial General Liability insurance in the amount no less than \$1,500,000.00 for each occurrence and Automobile Liability in the amount of \$1,500,000.00 combined single limit. If CONTRACTOR is an architect or engineer or performing other professional services it shall carry Professional Liability or Errors and Omissions coverage in the amount of \$1,500,000.00. CONTRACTOR shall disclose insurance provisions of its policies related to toxic substances or waste. COUNTY may require an additional policy covering toxic substances or waste. The county shall be named as an additional insured for ongoing operations and completed operations. The most current ISO endorsement, form CG2010 or its equivalent for ongoing operations and the most current ISO endorsement, form CG2037 or it's for its equivalent for completed operations. All insurance policies shall be primary and noncontributory and shall be maintained for a period of time equal to the warranty period in the prime contract, or for a period of one (1) year after completion of work, whichever is longer. CONTRACTOR shall require all consultants and subcontractors to meet the same insurance coverage. Certificates of Insurance evidencing Gallatin County as additional insured and endorsement thereof must be supplied with the signed return of this Agreement. Such certificate shall require no less than fifteen (15)

days notice of cancellation to COUNTY. CONTRACTOR shall put COUNTY on immediate notice of any changes or cancellation in coverage. Insurance shall be purchased from companies licensed to do business in Montana (with an “A” rated or better classification).

INDEPENDENT CONTRACTOR. CONTRACTOR, its consultants and subcontractors, shall at all times be considered independent contractors engaged in an independently established business or profession and rendering work and services in the course of such business as an independent contractor. Notwithstanding its obligation to fulfill the Scope of Work, CONTRACTOR and its consultants and subcontractors have been and will continue to be free from control or direction over their performance under this agreement and in fact. COUNTY will not be responsible for withholding any state or federal taxes or social security, nor will the COUNTY extend any of the benefits to the CONTRACTOR that it extends to its employees. The CONTRACTOR is required to maintain necessary records and withholding.

WORKERS COMPENSATION. As an independent contractor, CONTRACTOR must provide Workers Compensation for all employees in the amount required by Montana law. A Certificate of Insurance showing compliance with Montana Workers Compensation law (or exemption therefrom) must be supplied to COUNTY with the signed return of this Agreement.

PAYMENT AND PERFORMANCE BONDS. CONTRACTOR is required to post the following bonds in an amount no less than the sum of the contract price(check applicable boxes) Performance Bond Payment Bond No Bonds. Bond documents must be delivered to the County with the signed return of this Agreement.

ATTORNEY'S FEES. If it is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Gallatin County Attorney.

VENUE. An action to enforce this Agreement shall be brought in the District Court of the Eighteenth Judicial District, Gallatin County, Montana.

NOTICE. All notices and certifications made pursuant to this agreement shall be delivered to the addresses in Paragraph 1 above by certified mail or personal delivery in care of the party’s representative named above. A party shall give the other prompt notice of any change in address.

INTERPRETATION. This Agreement shall be governed and interpreted according to the laws of the State of Montana. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision. Both parties having been given an opportunity to have this Agreement reviewed by others, the Rule of Construction providing that the Agreement shall be construed against the drafter will not be used in the interpretation of this Agreement.

ENTIRE AGREEMENT. This document represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, agreements or representations, either written or oral. This agreement may be amended only by written instrument signed by both COUNTY and CONTRACTOR.

NON-WAIVER. Delay, waiver or failure to enforce or assert any claim, defense or provision of this agreement shall not operate as a waiver of any of the COUNTY’s rights and remedies at law or equity that are expressly reserved without limitation.

NON-ASSIGNMENT. It is expressly agreed that this Agreement shall not be assigned, in whole or in part, without the prior written consent of the COUNTY. Such consent shall not be unreasonably withheld.

SUCCESSORS. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, successors, and assigns.

EXECUTION OF AGREEMENT. The Gallatin County Clerk and Recorder will keep the original agreement. An exact unaltered copy of the original agreement has the same force and effect as the original. To the extent required by Section 18-2-404, MCA approval by the Office of the Gallatin County Attorney is made when this form of agreement is reasonably utilized without substantive changes.

IN WITNESS WHEREOF the parties have signed this Agreement for Services.

CONTRACTOR

COUNTY

Name:

Name:

Title:

Title: