

**GALLATIN COUNTY
REQUEST FOR COMPETITIVE SEALED PROPOSALS
TRIANGLE AREA ZONING**

INTRODUCTION

TO ALL INTERESTED COMPANIES: Gallatin County is seeking competitive sealed proposals from professional planning consultants to develop draft zoning code for the rapidly growing “Triangle” area of Gallatin Valley. Specifically, the County seeks a consultant with experience drafting regulations that have successfully increased the supply of quality, affordable housing within livable communities through zoning incentives and other provisions (per specifications on Exhibit A attached and incorporated herein).

DELIVERY DEADLINE & INSTRUCTIONS

DELIVERED NO LATER THAN 11:00 AM, MDT, Wednesday September 11, 2024, 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:

Ashlie Gilbert
Gallatin County Courthouse
311 West Main, Room 108
Bozeman, MT 59715
Ashlie.Gilbert@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, August 23rd, 2024**. Responses to these questions will be sent to all those responding to this request.

PROPOSAL OPENING

Competitive Sealed proposals will be opened at the Gallatin County Clerk & Records Office, 311 W Main Street, Room 203 at 11:00 AM, September 11, 2024.

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’	Proposed work, services, & product described in Exhibit A.
4. Exhibit ‘B’	Complete and submit as page 1 of proposal.
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.

1. **Evaluation.** A selection committee will evaluate all conforming proposals.
2. **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.
3. **Review.** The Selection Committee will review conforming proposals as follows (100 points total):

Qualifications and ability to perform requested services:

- Demonstrated experience with writing affordable housing-oriented zoning incentives that have been adopted in other similar jurisdictions *and* utilized by developers to produce affordable housing projects. 25 points

- Description of lessons learned regarding community outreach and trust-building from working on other similar projects and how those lessons will inform work on this project. 10 points
- Qualifications of staff assigned to this project and projected number of hours each staff member will allocate to the project. 10 points
- References from other communities with contact information. 10 points

Execution of the scope of work:

- Description of proposed work plan, schedule, and deliverables. 15 points
- Demonstrated understanding of project challenges in the unique political and legal context of Montana. 15 points
- Description of proposed public outreach process. 10 points
- Project total cost. 5 points

Procurement Timeline

Advertise: July 23rd & July 30th, 2024

Bid question deadline: 12:00 PM MDT, Friday, August 23rd, 2024

Bids due: September 11th, 2024 @ 11:00 AM

Proposal openings: September 11th, 2024 @ 11:00 AM

Contract recommendation: Tuesday, October 22nd, 2024

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 none, one, multiple, 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 is soliciting proposals for consulting services to develop zoning code aimed at increasing the availability of affordable housing in the rapidly growing Triangle area of the Gallatin Valley through zoning incentives and other standards proposed by the consultant (hereafter referred to as “the project”).

The Project will focus on developing a zoning code for the unincorporated portions of the Project Area that have been identified as most/moderately suitable for development in a recent suitability analysis conducted as part of the Future Land Use Map (FLUM) project. See Map A, attached, for a visual representation of the Project Area.

Gallatin County seeks a consultant with experience writing zoning code that is clear, accessible, and rooted in Community needs and desires identified through public outreach and existing planning documents.

To meet the Project goals, the consultant may propose updates to the two existing zoning districts, which could be expanded into unzoned areas within the project area. Or the consultant may propose any entirely new zoning regulation that encompasses the project area shown in Map A, which depicts preliminary results from a development suitability analysis conducted as part of the FLUM. The map shows areas of the Triangle deemed “suitable,” “moderately suitable,” and “less suitable” for development based on factors such as water and sewer availability, slope percentage, wildlife habitat, and wildfire risk. The project team should use their expertise and experience to clearly demonstrate how their proposal meets the needs and goals of the project.

B. Project Context:

Project Area

The Triangle is locally known as the area within and between Belgrade, Bozeman, and Four Corners, the first two of which are established and rapidly growing municipalities while Four Corners is an unincorporated community in the County also experiencing tremendous growth. While not typically thought of as part of the Triangle, the project area shown in Map A includes the unzoned community core of Gallatin Gateway, located South of Four Corners.

Gallatin Gateway is included in the project area in part because of its proximity to the Triangle and demonstrated support from some residents for zoning standards. However, the physical makeup of the Gateway community core area is unique from other parts of the Triangle as it is a rural, community core rather than a rapidly urbanizing area like Four Corners. The [Gallatin Gateway Situation Assessment](#), adopted in 2023, describes the history of the area, the growth pressures residents are contending with, and overall feelings toward the future of the area.

There are currently two unique, independently administered zoning districts in the Triangle that are under the County’s jurisdiction: Four Corners and Gallatin County/Bozeman Area, nicknamed the “Donut,” both of these zoning regulations and corresponding maps can be viewed [here](#). Of note, these zoning districts cover a portion of the project area outlined in Map A, therefore, some of the project area is currently not zoned. The unzoned portions of the

Triangle are largely made up of current or former agricultural lands which are in many places being converted to residential subdivisions.

Guiding Framework

The Project shall be informed by the goals and guidance contained in this RFP, the Gallatin County Growth Policy, Trails, Transportation, Community and Neighborhood Plans, as well as the [FLUM and Housing Strategy](#), the last two of which are expected to be adopted by the County Commission by the end of the calendar year. A full list of planning documents relevant to the project can be found in Section H “Other Supporting Resources”.

Public outreach conducted during the Growth Policy and FLUM indicated an urgent need to provide housing while also using land and water resources wisely. The project area includes important agricultural lands and a system of irrigation ditches which are important conduits to supporting water needs across the county. It is imperative that the proposed zoning reform address the intricacies of the rural-urban interface and balances housing provision with mitigating impacts to agriculture and sensitive lands.

Project Need

Increased Cost of Housing

- Gallatin County is both the fastest growing county in Montana and the least affordable.
- Housing costs in the County have rapidly increased in the last four years, with the median price of a new single-family home in 2022 costing \$950,000, an almost two-fold increase from 2019.¹
- Further, the median home values in the County are 65% higher than the rest of the state and 61% higher than the national median value.²

Inadequacy of Current Zoning

- Existing zoning regulations in the Project Area are dated and do not account for recent innovations in housing construction, such as tiny homes and micro-units, and limit development density where infrastructure has become more readily available.
- For example, one of the largest residential zoning sub-districts in Four Corners allows for a density of 1.75 units per acre even for developments with connection to centralized water and sewer services. This density calculation has limited more dense development where it may be appropriate and, in many cases, promoted sprawl.
- Though developers have expressed interest in constructing higher density development in the Triangle, existing zoning restrictions have resulted in the Planning Department directing these developers to zone text amendments or zone map amendments to achieve their goals.
- A recent zoning audit revealed that many of the County’s zoning districts, where they do exist, are not aligned with the goals, vision, and strategies outlined in the 2021 Growth Policy, particularly in the context of housing.
- These factors combine to work against the County’s urgent need to provide affordable housing while addressing the broader goals and visions articulated in the Growth Policy.

Infrastructure Limitations

- Infrastructure financing and availability is a perennial challenge to new housing construction in portions of the Triangle under the County's jurisdiction.
- The area's transportation network contains a mix of County owned-and-maintained as well as State of Montana owned-and-maintained roads, which limits the County's jurisdiction for road improvements.
- Additionally, many roads in the Triangle area were not designed nor intended to carry the high volume of traffic that exists today and that will only increase with additional development. Outside of the urban or urbanizing areas of the Triangle, there are many gravel or primitive roads, and most significant road improvements occur as conditions of approval on development projects.
- However, much of the Triangle is included in the Gallatin Valley Urban Transportation District and has at least some level of bus service provided through Streamline.
- In terms of water and sewer infrastructure, the County does not own nor operate any centralized water supply or sanitation facility.
- There are two Water and Sewer Districts in the unincorporated portions of the Triangle, the Four Corners Water and Sewer District and the Rae Water and Sewer District. While these Districts provide critical services for rapidly growing areas in the Triangle, the County does not manage their operations and has no authority over their expansion.

References

¹Gallatin Association of Realtors. (2023). 2023 Gallatin Valley Housing Report: Tracking the Performance of Montana's Most Vibrant Housing Market. [2.05-2023 GAR Housing Report.pdf \(mt.gov\)](#)

²Gallatin County. (2021). Envision Gallatin: Tomorrow Together [Growth Policy]. Gallatin County. https://gallatincomt.virtualltownhall.net/sites/g/files/vyhlf606/f/pages/growth_policy_-_final_full_document_9.1.21.pdf

C. Project Scope:

Over a 12-to-16-month period, with extensive community outreach, the consultant shall develop zoning code that aims to increase affordable housing in areas of the Triangle identified by the FLUM as appropriate for development (see Map A).

The consultant shall advise on all components of the proposed zoning code which impact affordable housing development such as permitted and conditional uses, development standards, planned unit development provisions, and more.

Throughout project development, the consultant shall clearly provide a rationale for their approach to the proposed zoning code, including how each component advances the overall project goals and mitigates potential unintended consequence including disincentives to affordable housing construction.

D. General Outline of Project and Approach:

The specific approach, methodology, and schedule shall be proposed by the prospective consultant to meet the following goals and deliverables:

Project Goals:

1. Create zoning code recommendations for the most/moderately suitable areas of the Project Area outlined in Map A that:
 - Includes zoning incentives aimed at increasing the availability of affordable housing in the Triangle.
 - Ensures the project bolsters connected, livable communities with access to critical resources such as jobs, transportation, healthy food, social, and recreational opportunities.
 - Ensures efficient use of critical land and water resources, considering the unique attributes and opportunities of the project area.
 - Encourages development that honors community goals and visions and mitigates development impacts as articulated in relevant planning documents.
2. Conduct a plan for community outreach that:
 - Is creative, inclusive, and thorough - it is imperative that the project outline and goals are communicated clearly and consistently to the public.
 - Demonstrates how community input will inform the final product.
3. The resulting zoning code must be defensible, with project decisions tied directly to project goals and existing planning documents, and compliant with Montana law.

Minimum Project Deliverables: The following minimum project deliverables shall be provided. Additional or interim deliverables may be proposed as part of the project approach to support the goals and objectives noted in this RFP.

- Draft zoning regulations that apply to the unincorporated most/moderately suitable areas within the Project Area, Map A.
- Well designed, implemented, and documented public engagement process.
- Documentation for how proposed zoning code advances the overall project goals, mitigates potential unintended consequences/adverse impacts, and addresses public outreach concerns.

Note that the County will require the transfer of any data, references, and deliverables including editable files so that the methods and processes can be referenced and described at a later date, as this project is publicly funded.

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

- County Commission updates
- Planning Board updates
- Website management including posting meeting dates and times, documents important to the public process, regular updates, etc.

The final project documents will be provided in the following formats:

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

E. Project Guidance:

Primary contact with the consultant will be Ashlie Gilbert, who will manage the contract on behalf of the County. Monthly conference calls or video conferences are anticipated to be conducted between the staff and the consultant.

F. Staff Assistance:

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

G. 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

H. Supporting Resources:

The following are important resources for the consultant carrying out the project:

- 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 [here](#).
- 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 [here](#). Please note this study resulted in the formation of the Planning Coordination Committee, which remains active.
- The Gallatin Gateway Community Plan, Land Use Map, and Situation Assessment are available at the bottom of the page [here](#).
- A copy of the recently completed Housing Needs Assessment, which applies to the County as a whole, is available online [here](#).
- A copy of the recently completed public outreach summary for the Future Land Use Map and Housing Strategy, which applies to the County as a whole, is available online [here](#).
- An interactive map that shows existing zoning districts and other important information can be found [here](#).

II: PROPOSAL CONTENT

A. Understanding of Need and Project Objective:

The Proposal shall demonstrate an understanding of the explicit needs, goals, and context of the project, especially the County's:

- Need for updated zoning regulation(s) in the Project Area to promote affordable housing;
- Goal of ensuring that new development results in a quality environment and livable communities where those working in the County can afford to live;
- Context as a rural county facing rapid growth pressures; and
- The implications of achieving the project goals within the constraints of Montana's unique regulatory environment.

B. Project Team Experience and Availability:

Proposals shall include the company's legal name, address, and telephone number. The proposal shall also name any sub-consultants that the Proposer intends to engage.

Explain in detail the role the Proposer and any sub consultants will play in the project, and explain their relevant experience related to their assigned role in similar zoning projects.

For each staff member assigned to the project (including the Proposer and any sub consultants if applicable), the proposal must:

- Identify specific staff members assigned to the project by name and explain, in detail, their role for this project and experience working on similar zoning projects.
- Include an estimate of how much time each staff member assigned to the project is expected to allocate for each task noted in the approach.

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 a resource for the County. The proposal shall demonstrate sufficient capacity of the team to achieve this.

C. Approach:

The Proposal shall provide a detailed approach and timeline for developing a regulation that meets the goals as described in this RFP, taking special care to explain the proposed methodology public engagement, and incorporation of public feedback into the project. The approach should describe tasks for which the consultant will rely on assistance from County staff. This project involves time bound grant funds. Proposals that demonstrate a project team's ability to plan schedules with built in contingencies and resilience to unexpected challenges are encouraged.

D. Experience and References:

The Proposer shall provide at least three similar projects demonstrating the firm's prior experience, including a list of staff members assigned to this project who were involved and their role in these projects, a summary of the exact type of services that were provided, the size of community, location, total cost, and name of a local official knowledgeable of the firm's performance.

E. Cost:

Proposals shall outline the cost of services that will be provided, with detailed cost information for those services and a not-to-exceed cost for Project. Provide your total cost for the project as described.

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

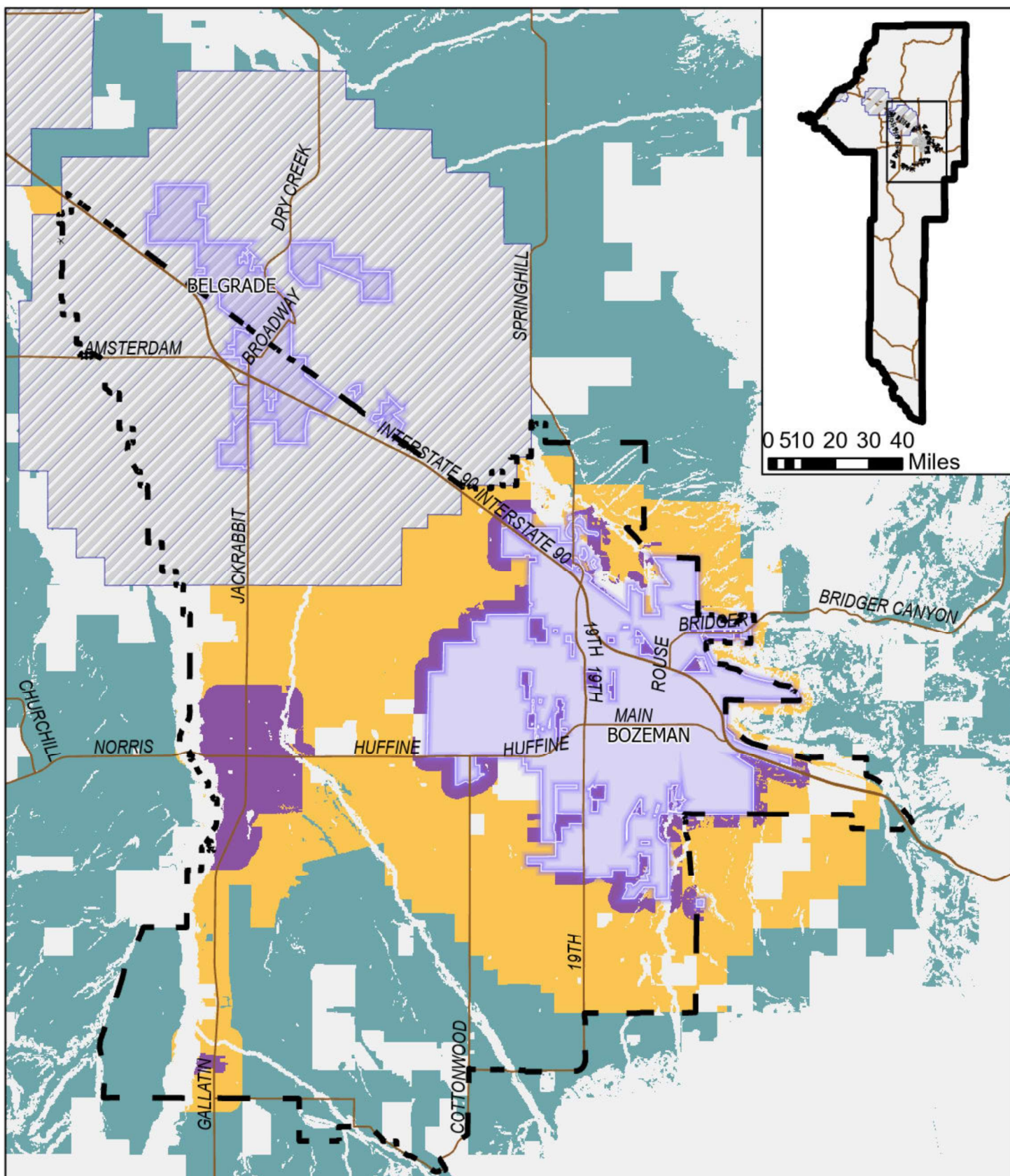
COUNTY

Name:

Name:

Title:

Title:



Map A

Legend

- Project Area
- Gallatin County
- City Boundaries

- Extraterritorial Planning Jurisdictions
- Major Roads
- Less Suitable

- Moderately Suitable
- Suitable
- Prohibitive

0 0.5 1 2 3 4 Miles

