

GALLATIN COUNTY REQUEST FOR COMPETITIVE SEALED PROPOSALS

INTRODUCTION

TO ALL INTERESTED VENDORS: Gallatin County is seeking competitive sealed proposals from “vendors” to provide goods and services (per specifications on Exhibit A attached and incorporated herein).

DELIVERY DEADLINE & INSTRUCTIONS

DELIVERED NO LATER THAN 4:00 PM, MOUNTAIN TIME, February 25, 2019, in a sealed box or envelope (hard copies and digital copies) with company name shown clearly on the outside, addressed to:

COMPETITIVE SEALED PROPOSAL
Comprehensive Update to the 2003 Gallatin County Growth Policy
Gallatin County Clerk and Recorder
311 West Main, Room 203
Bozeman, MT 59715.

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

CONTACT INFORMATION

Requests for additional information or clarification:
Nick Borzak, Operation and Procurement Director
Gallatin County Courthouse
311 West Main, Room 108
Bozeman 59715
Nick.Borzak@gallatin.mt.gov

QUESTIONS/CLARIFICATIONS

Any questions related to the proposal or scope of work must be provided in writing prior to **February 8, 2019**. 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, February 26, 2019**, at Gallatin County Courthouse, 311 W. Main, Bozeman, Montana, or upon reasonable notice to the Vendors 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 sent to all Vendors that have submitted a conforming proposal within the deadline and that have not been eliminated from the selection process by the selection committee.

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. CSP Form: (signed)	Request For Competitive Sealed Proposal Form shall be signed and returned with proposal.
3. Exhibit ‘A’:	Describe in detail work, services & goods.
4. Exhibit ‘B’:	Complete and submit as page 1 of response.
5. Change Orders:	Hourly rate for change order work.
6. License:	Copy of License, Business Certificate.
7. References:	3-references min. w/ contact info.
8. Warranty:	Provide copy of warranty terms & conditions.
9. 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:

Qualifications and ability to perform requested services (50 points total):

- Past experience with similar projects 20 points
- Firm/personnel qualifications 10 points
- References from other communities 5 points
- Cost 15 points

Execution of the scope of work (50 points total):

- Description of proposed work plan 20 points
- Description of public outreach process 10 points
- Process timeline 10 points
- Deliverables, budget and completion schedule 10 points

4. **Revisions.** Vendors 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 vendors from further review.
6. **Interviews & Vendor Site Visit.** After scoring & elimination the selection committee may in its discretion select one or more or all vendors 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 vendors. 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

VENDOR'S PROPOSAL CONSTITUTES A VALID LEGAL OFFER FOR 180-DAYS. VENDOR'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. Vendor bears all costs of preparing the proposal and any subsequent presentation or participation in the selection process.

MISTAKES ERRORS & OMISSIONS

Vendor 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 **vendor 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 vendor.

CONTRACT FORM

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

REMEDIES & REMOVAL

Vendors are advised that the Montana State Procurement Act provides exclusive remedies for Vendors, bidders, contractors or aggrieved parties. § 18-4-242, MCA. Transfer and assignment of contracts without authority and collusion or secret agreements between vendors 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] Vendors 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 services to complete a comprehensive update to the 2003 Gallatin County Growth Policy (Growth Policy). The Growth Policy was adopted in April of 2003 to inform and guide Gallatin County’s land use decisions. The community has experienced significant change in the last 15 years and the Growth Policy needs to be updated to reflect current conditions and to provide meaningful guidance into the future. Gallatin County seeks an experienced consultant, who has worked in the county and regional arena and understands the complexity of county governance, particularly in the West, as well as the dichotomy of rural and urban needs. The consultant will complete this project by collecting and analyzing data, engaging the public and stakeholder groups in the project, drafting the update, and facilitating the adoption of the updated document by the Gallatin County Planning Board and Gallatin County Commission.

B. Context:

Gallatin County is the fastest growing county in the State of Montana. According to the U.S. Census Bureau, Gallatin County’s population was 67,831 in 2000, 89,513 in 2010, and was estimated to be 107,810 in 2017, the latest year for which population estimates are available. With an estimated 20.4% population growth for the time period between April 1, 2010 and July 1, 2017, Gallatin County was listed as the 36th fastest growing county in the U.S. It has taken from the mid-1800s until 2015 for the County’s population to reach approximately 100,000 people, but if we continue to grow at a 2.75% annual growth rate (which is less than the average annual growth rate from the last two decades) we will reach a population of 200,000 by 2040.

In a climate of rapid population growth and fast-paced land development, the Growth Policy acts as the County’s overarching land use policy document, and must clearly articulate the County’s land use vision, set forth meaningful goals to protect the health, safety, convenience, and welfare of County citizens, and provide a practical path for implementation.

C. Scope of the Project:

The update to the Gallatin County Growth Policy shall consist of the following:

- Review, update and revise, as appropriate, the contents of the Growth Policy, along with updating technical and supporting data.
- Design the Growth Policy document, including development of the format and layout, as well as production of high-quality illustrations and graphics.

- Undertake the primary responsibility for editing and writing to create a cohesive Growth Policy document under review and guidance by Gallatin County Planning Staff and the Growth Policy Steering Committee. This will include editing existing text or drafting new clear, concise text and policies that are supported by information in existing documents, new plans and studies, data analysis, public input, best practices, and/or successful application in other jurisdictions.
- Identify existing development regulations that need to be revised or updated to be consistent with the State of Montana regulations/requirements.
- Lead the public and stakeholder engagement process with support from the Gallatin County Planning Staff. The County expects public engagement and outreach for the project to take place through a combination of traditional public meetings and open houses, facilitated discussions with small groups, and internet-based engagement mechanisms (e.g. online surveys, wikimaps, website, etc.).
- Prepare and produce high quality public outreach materials graphically and in writing describing facts, findings, analysis, and alternatives for public meetings, open houses, webpage, and hearings upon direction of the Gallatin County Planning Staff.

D. General Outline of Project:

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 three phases over an approximately 18-24 month period of time. Please provide a proposed calendar. Below is a sample schedule, based on an 18 month timeline, 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.

1. Phase I:

The first phase of the project is envisioned to consist of fact gathering, such as updating economic, demographic, and land use information, and where appropriate, analyzing trends related to such data. At a minimum, the data collection and analysis should cover the information listed in Section 76-1-601(3)(b) – (c) Mont. Code Ann. The consultant will assemble and summarize such information in a written report that will be delivered to the County Planning Board and County Commission. **This phase is anticipated to occur over the first three months of the project.**

a. Phase I Kickoff:

- Phase I kickoff meeting with Growth Policy Steering Committee to discuss approach and desired outcomes.

b. Data Gathering and Trend Analysis:

- obtain the most current data available needed for the update including but not limited to:

Population projections	Transportation statistics	Air / Rail
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Housing	Quality of Life	Utilities
Emergency Management	Health Care	Agriculture
Environmental / Climate	Housing	Commercial
Industrial	Recreational	Environmental
Land Use	Zoning	Urban Centers

- Prepare summary of relevant data
 - Identify and analyze trends
 - Identify and analyze outliers in data
- c. **Preparation and Presentation of Data Report:**
- Provide draft data report to the Growth Policy Steering Committee and Gallatin County Planning Staff for review and comment.
 - Generate final report and publish on project website
 - Present report to the County Commission and Planning Board, preferably in a joint public meeting

2. **Phase II:**

The second phase of the project is envisioned to consist of initial outreach efforts to the general public and specific stakeholder groups to identify topics and issues of concern that should be addressed in the Growth Policy. The County expects public engagement and outreach to take place through a combination of traditional public meetings, facilitated discussions with small groups, and internet-based engagement mechanisms (e.g. online surveys, wikimaps, website, etc.). Information will be summarized by the consultant in a written report and presented to the County Planning Board and County Commission. **This phase is anticipated to occur during months four through eight of the project.**

- a. **Phase II Kickoff:**
- Phase II kickoff meeting with Growth Policy Steering Committee to discuss the approach and desired outcomes.
- b. **General Citizen Engagement:**
- Hold meetings in various locations around the County as well as deploy online platform to solicit input from County residents. As an example, meeting locations may include:
 - Bozeman meeting: geographic focus on Bozeman, Four Corners, and Gallatin Gateway areas
 - Belgrade meeting: geographic focus on Belgrade area, Springhill, and Dry Creek areas

- Three Forks meeting: geographic focus on Manhattan, Amsterdam/Churchill, Three Forks, and Willow Creek areas
- Big Sky meeting: geographic focus on Gallatin Canyon, Big Sky, Hebgen Lake, and West Yellowstone areas

c. **Engagement of Stakeholder Groups:**

- Deploy online platform to solicit input and hold meetings with stakeholder groups (including but not limited to):
 - Agriculture
 - Development / Builder / Realtor groups
 - Business groups and large employers
 - Infrastructure providers (e.g. water/sewer districts, County Road & Bridge Department, Montana Department of Transportation, etc.)
 - Emergency services
 - Conservation/Wildlife
 - Recreation
 - Non-profits
 - Planning Coordination Committee
 - County / City / University/ Regional / State agencies and departments

d. **Summary Report:**

- Provide a summary report of the information gathered in Phase II outreach, including but not limited to:
 - Concerns Specific to an Area
 - Concerns for the Entire County
 - Existing Land Use Analysis
 - Vision Statement Creation
 - Draft of overarching goals identified by the community
- Publish report on project website
- Present summary report to the Planning Board and Commission, preferably in a joint public meeting.
- Deliver up to two additional public presentations of summary report.

3. **Phase III:**

The third phase of the project will rely on the information gathered in the first two phases of the project to inform and draft an updated Growth Policy (consistent with

the requirements of Title 76, Chapter 1, Part 6 Mont. Code Ann.). In addition to drafting the update, the consultant will be responsible for conducting public outreach on the draft, facilitating a public comment period, developing a matrix to identify how public comments have been addressed, and ushering the document through the adoption process with the Planning Board and County Commission. **This phase of the project is anticipated to commence during month nine of the project and be completed prior to or during month 18, but may be extended to month 24 upon agreement by the County.**

a. Phase III Kickoff:

- Phase III kickoff meeting with Growth Policy Steering Committee to discuss the approach and desired outcomes.

b. Draft and Document Assembly and Delivery:

- An outline of the document will be provided to the Growth Policy Steering Committee for review, edits and comment.
- An outline of the maps, figures and charts will be provided to the Growth Policy Steering Committee for review, edits and comment.
- As each section or chapter is drafted, each will be presented to the Growth Policy Steering Committee for review, edits and comment.
- The layout of the draft final document will be presented to the Growth Policy Steering Committee for review, edits and comment.
- The public presentations will be presented to the Growth Policy Steering Committee for review, edits and comment.
- The final document, layout, format and data will be presented to the Growth Policy Steering Committee for review, edits and approval.
- Delivery of the draft document shall include:
 - Digital / editable Word Document
 - Digital / editable PDF Document
 - Editable GIS data / maps / images / diagrams
 - 25 hard copies in an 8.5x11 format with extendable maps and diagrams

c. Public Presentations and Public Hearings:

- *Public Meetings:* presentation of roll out draft document to Planning Board and County Commission (joint meeting if possible)
- *Stakeholder Meetings:* Reach back out to stakeholder groups identified in Phase II of the project and conduct meetings with those groups as necessary.
- *Public Workshops:* a minimum of four public workshops around the County are anticipated to elicit feedback on draft Growth Policy from the general public.
- *Public Hearings:* a minimum of two public hearings are anticipated before each the County Planning Board and County Commission on adoption of the Growth Policy

d. Delivery of Final Document:

- The final document will be provide in the following formats:
 - Digital / editable Word Document
 - Digital / editable PDF Document
 - Editable GIS data / maps / images / diagrams
 - 25 hard copies in an 8.5X11 format with extendable maps and diagrams

E. 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 with the Planning Director, who will manage the contract on behalf of the County; however, a Growth Policy Steering Committee (consisting of three members of the County Planning Board, two staff members, a County Commissioner, and the County Administrator) 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.

F. Staff Assistance:

Staff from the Gallatin County Department of Planning & Community Development will be available on a limited basis to support this project. Proposals should identify any specific areas where 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 Director and Steering Committee outlining the following: recently performed work; upcoming tasks; upcoming milestones; scope, budget and schedule issues; and other issues to be aware of.

H. 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 (2003 Growth Policy, transportation plan, neighborhood plans, etc.) are available online at: <http://gallatincomt.virtualtownhall.net/planning>.
- A prior draft update to the Growth Policy that was not pursued is available online through the [Gallatin County Planning Department website](#).
- The Northern Rocky Mountain Economic Development District 2017 [Comprehensive Economic Development Strategy](#)

- Headwaters Economics [Economic Profile System](#)
- 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.
- As Bozeman, Belgrade, and Gallatin County are all updating their respective growth policies at the same time, a coalition of local non-profits, *The Seat at the Table Coalition*, has formed and is working to engage the public to identify issues of concern. Once available, it is expected that the consultant will consider the data gathered by this coalition to help inform phases II & III of the project.

II: PROPOSAL CONTENT

- A. Understanding of Need:** The consultant shall acknowledge their understanding of the County’s need for an update to the Growth Policy, and an understanding of the current Growth Policy
- B. Approach:** The consultant shall provide its detailed approach and proposed timeline for completing Phases 1-3 of 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 any tasks for which the consultant will rely on assistance from County staff.
- C. Experience and Availability Project Team:** The consultant shall identify the project team members by name and explain, in detail, their experience working on comprehensive plan updates. The proposal shall also name any consultants proposer intends to engage, explain their relevant experience, and the role they will play in the project. It is important that the consultant be able to respond to the County’s needs in a timely manner, complete deliverables on time, and be an efficient resource for the County. The proposal shall address the various project team members’ availability to complete the project on schedule.
- D. References** The Proposer shall provide a list of at least three public agencies and firms for which the Proposer has provided similar services and a summary of the exact type of services that were provided to these references. The proposal must include the contact information for these references.
- E. Cost** Proposals should outline the services that your individual firm will provide, with detailed cost information for those services and a not-to-exceed cost for the project.

F. Proposal Outline

- Not to exceed 15 pages

G. RFP Process - Anticipated Timeline / Dates:

- Issue RFP: January 18 2019
- Proposals due by 4:00 PM: February 25, 2019
- Opening of Proposals in Public Meeting – 9:00 AM February 26, 2019
- Evaluate and choose: Feb 26- March 31, 2019
- Contract negotiation: April 1 - 30, 2019
- Proposed start date: May 1, 2019
- Delivery of Final Document: April 30, 2021

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: