



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Thursday, November 14, 2024, at 9:00 AM in Commission Chambers, Rm 330.

It is the policy of the Board of County Commissioners to render a decision at a later date after they have had ample time to consider all oral and written public testimony. The BoCC may render a final decision on the same date if substantial new information is not received. Public comment must be limited to matters under the jurisdiction of the Commission.

1. **Pledge of Allegiance**
2. **Consent Action Items**

3. **Bid Award. Sun Canyon Load and Haul. (Dan Karlin)**

The Commissioners will consider awarding the bid.

4. **Grant Application to the National Environmental Health Association-Federal Drug Administration. (Nina Heinzinger)**

The Commissioners will consider an application to the National Environmental Health Association-Food and Drug Administration for the Retail Food Flexible Funding Model Grant Program for a total of \$12,500 to advance conformance with the Voluntary National Retail Food Regulatory Program Standards.

5. **Resolution 2024-115 to Levy and Assess the Fieldcross-Scratchgravel Rural Improvement District No. 2024-7. (Jessica Makus)**

The Commissioners will consider the resolution.

6. **Intercap Loan Application to the Montana Board of Investments. (Jessica Makus)**

The Commissioners will consider the Fieldcross-Scratchgravel Rural Improvement District Intercap Loan Application to the Montana Board of Investments in the amount of \$112,987 with the intended funding for road improvements. Benefited property owners will be assessed \$277 per year for a period of 15 years to fund the debt.

7. **Resolution 2024-116 to Levy and Assess the Oleo Acres Rural Improvement District No. 2024-8. (Jessica Makus)**

The Commissioners will consider the resolution.

8. **Intercap Loan Application to the Montana Board of Investments. (Jessica Makus)**

The Commissioners will consider the Oleo Acres Rural Improvement District Intercap Loan

Application to the Montana Board of Investments in the amount of \$49,705 with the intended funding for road improvements. Benefited property owners will be assessed \$171 per year for a period of 15 years to fund the debt.

9. **Contract Between Lewis and Clark County and American Hauling and Snow Plowing, LLC. (Jessica Makus)**

The Commissioners will consider the contract with American Hauling and Snow Plowing, LLC for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

10. **Contract Between Lewis and Clark County and Hightop Construction, LLC. (Jessica Makus)**

The Commissioners will consider the contract with Hightop Construction, LLC for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

11. **Contract Between Lewis and Clark County and Korpi Lawn & Landscape, Inc. (Jessica Makus)**

The Commissioners will consider the contract with Korpi Lawn & Landscape, Inc. for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

12. **Contract Between Lewis and Clark County and MJC Property Maintenance, LLC. (Jessica Makus)**

The Commissioners will consider the contract with MJC Property Maintenance, LLC for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

13. **Amended Engagement Letter Between Lewis and Clark County and Eide Bailly. (Frank Cornwell)**

The Commissioners will consider the amended engagement letter with Eide Bailly. The amendment adds preparation assistance of the Annual Comprehensive Financial Report (ACFR) in the amount of \$16,000.

14. **Board Appointment. (Roger Baltz)**

- Open Lands Citizen Advisory Committee

15. **Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**

16. **Adjourn**

ADA NOTICE

Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- (406)-447-8316
- kgrose@lccountymt.gov
- TTY Relay Service 1-800-253-4091 or 711
- 316 N Park, Room 303



Bid Award. Sun Canyon Load and Haul. (Dan Karlin)

Presented By:

Summary:

The Commissioners will consider awarding the bid.

Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Notice of Award	Contract
<input type="checkbox"/>	Bid Tab	Contract
<input type="checkbox"/>	Contract Cover Sheet	Contract



LEWIS AND CLARK COUNTY

Public Works Department

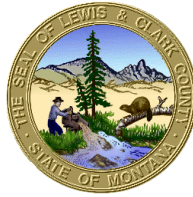
DATE: November 14, 2024
TO: Board of County Commissioners
FROM: Daniel Karlin, County Engineer
RE: Sun Canyon Load & Haul Notice of Award

On October 31, three bids were opened for the Sun Canyon Load & Haul Project. Due to a typographical error on Addendum Number One, an additional bid was opened on November 7 to ensure full transparency. The scope of this work is to load and haul county-owned, stockpiled gravel to Sun Canyon Road so county road crews can regrade the road surface.

Funding for this work is budgeted in the FY25 road infrastructure fund.

After review of the four bids, staff recommends awarding the bid to Stephens Hay and Cattle, LLC, of Corvallis, Montana, for a unit price of \$4.40 per ton with the contract total not to exceed Eighty-eight Thousand Dollars (\$88,000) and authorize the Chair to sign all applicable contract documents.

Daniel Karlin, PE
County Engineer
(406) 447-8034 Desk
(406) 447-8368



3402 Cooney Drive
Helena, MT 59602

dkarlin@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

NOTICE OF AWARD

Date of Issuance: November 14, 2024

Owner: Lewis and Clark County Owner's Contract No.: N/A
Engineer: Daniel Karlin, PE Engineer's Project No.: N/A
Project: Sun Canyon Gravel Load & Haul Contract Name: Sun Canyon Gravel Load & Haul
Bidder: Stephens Hay & Cattle, LLC
Bidder's Address: 652 Bass Lane, Corvallis, MT 59828

TO BIDDER:

You are notified that Owner has accepted your Bid dated **October 30, 2024**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the **Unit Price Base Bid for Item 1**.

The Contract Price of the awarded Contract is: \$ XXXXXXXXXXXXXXXXXX, subject to the following unit prices:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
111	Load and Haul Stockpiled Gravel	20,000	TON	\$4.40	\$ 88,000.00

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents can be made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
Nondiscrimination Against Firearms entities/Trade Associations Certification

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By: Andy Hunthausen

Title: Chair, Board of County Commissioners

Copy: File

Bid Tabs
Lewis and Clark County
Sun Canyon Gravel Load Haul
October 31, 2024 and
¹November 7, 2024

ITEM	Estimated Quantity	Unit	Engineers Estimate		Stephens Hay & Cattle, LLC		Valley Sand and Gravel, LLC		² Top Gun Construction		Jamie Fuson, LLC	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Unit Price Bid Items												
1 Load and Haul Stockpiled Gravel	20,000	Ton	\$ 5.15	\$ 103,000.00	\$ 4.40	\$ 88,000.00	\$ 5.25	\$ 105,000.00		\$ 79,458.91	7.06	\$ 141,200.00
TOTAL Estimated Bid Price				\$ 103,000.00		\$ 88,000.00		\$ 105,000.00		\$ 79,458.91		\$ 141,200.00

Unit Price not provided

Unit Price and Total Price Extension resolved in favor of Unit Price

I hereby certify that this tabulation of bids is a true representation of the bids opened on October 31, 2024 and ¹November 7, 2024.


 Daniel Karlin, PE

¹ Addendum #1 incorrectly noted in the header that the bids were due October 31 instead of October 30. During the regular commission meeting on October 31, an additional bid was received at the commission office. Due to the confusion caused by the typographical error, the bid received on October 31 was deemed responsive and opened during the November 7 Board of County Commissioners regular meeting. All bids received were re-read during the November 7 meeting to ensure a complete record.

² Top Gun Construction did not submit their bid on the bid form included in the bid submittal package. The bid is not compliant with Article 1.02 of the Bid Form and is deemed non-responsive.



CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant. This form does not apply to grant awards, grant contracts, sub-awards, or intergovernmental agreements. Include this completed form as a standalone attachment in Novus when submitting the contract for approval.

- Project Name/Novus Title:
- Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
- Procurement method: **NOT APPLICABLE** (Explain in comment box)
 - For methods other than Small Purchase, attach documentation of procurement method used (e.g., limited solicitation summary form or copy of formal solicitation).
- Purchase is an exception from standard procurement procedures, per county policy: **YES** **NO**
 - If YES, provide exception request form.
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in 18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to performance and payment bonds per 18-2-201, MCA? **YES** **NO**
- Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - If YES, submit CGR form to Finance Department.
- Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**

Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). Debarment/suspension checks are done in the System for Award Management (SAM; www.sam.gov), which requires a login to access. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file. If available, provide the contractor's Unique Entity Identifier (UEI) below; debarment/suspension checks are most easily completed with UEIs.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:



Grant Application to the National Environmental Health Association-Federal Drug Administration. (Nina Heinzinger)

Presented By:

Summary:

The Commissioners will consider an application to the National Environmental Health Association-Food and Drug Administration for the Retail Food Flexible Funding Model Grant Program for a total of \$12,500 to advance conformance with the Voluntary National Retail Food Regulatory Program Standards.

Legal Review Required:

ATTACHMENTS:

Description	Type
2025 NEHA-FDA Retail Food Grant Program	Contract

NEHA-FDA Retail Food Flexible Funding Model Grant Program

About the Program

The National Environmental Health Association (NEHA) and U.S. Food and Drug Administration (FDA) work in partnership to administer the NEHA-FDA Retail Flexible Funding Model (RFFM) Grant Program. The program provides funding to State, Local, Tribal, and Territorial (SLTT) retail food regulatory agencies as they advance conformance with the Voluntary National Retail Food Regulatory Program Standards (Retail Program Standards). FDA is utilizing NEHA's strengths to assist SLTT retail food programs in their efforts to reduce the occurrence of foodborne illness risk factors and implement and attain conformance with the Retail Program Standards.

Outcome Goals

FDA encourages all applicants to achieve the following outcomes as they seek to complete all nine of the Retail Program Standards:

- Complete/update a Self-Assessment of All Nine Standards (SA9) once every five years. The initial SA9 can be completed using funding from a Development (DEV) Base Grant. Repeat SA9s can be funded once every five years, using funds from either a DEV Base Grant or a Maintenance and Advancement (M&A) Base Grant.
- Meet all Elements leading to compliance with each of the nine Standards and complete a Verification Audit for each of the nine Standards (using funding from either a DEV or an M&A Base Grant).
- Achieve the Elements that will lead to maintenance or conformance with Standard 9, using funding available to:
 - complete a foodborne illness risk factor study or equivalent public health measure with a written summary of the data analysis (DEV Base Grant);
 - complete an evaluation of inspection data with a written summary of data analysis (DEV Base Grant);
 - develop and implement one or more intervention strategy(ies) based on a completed risk factor study or equivalent public health measure (DEV Base Grant);
 - complete a Public Health Metric based on the use of inspection data as the foundation for a risk factor study with a written summary of the data analysis and implementation of an intervention strategy(ies) based on the data analysis to improve public health outcomes (M&A Base Grant); or
 - complete a Public Health Metric based on the FDA Risk Factor Study model or equivalent public health measure with a written summary of the data

- complete analysis and implementation of an intervention strategy(ies) based on the data analysis to improve public health outcomes (M&A Base Grant).
- Use a Mentorship Optional Add-on Grant to become a Mentor and assist other jurisdictions in making progress in the Retail Program Standards or become a Mentee to learn about and progress through the Retail Program Standards.
- Use a Training/Staff Development and Program Standards Engagement Optional Add-On Grant to advance SLTT retail food protection programs by training employees, with the goal of meeting and maintaining the requirements of Standard 2 and other Retail Program Standards.
- Use a Special Projects Optional Add-on Grant to develop a project that works toward an Integrated Food Safety System (IFSS), with all project deliverables and resources made available to other retail food protection programs.

Understanding the Three Types of Base Grants and the Two Optional Add-On Grants

The NEHA-FDA RFFM Grant Program was designed to assist the hundreds of diverse SLTT agencies with the primary responsibility of regulating the millions of retail food establishments in the United States. The RFFM offers five grants of varying amounts and complexities, with the goal of meeting each jurisdiction where they are, no matter how large, small, or resource-limited.

Grants types available during the CY2025 open application period include:

Track 1 Development Base Grant

Designed for jurisdictions newly beginning or re-starting with the Retail Program Standards (RPS), providing funding for:

- Completion of a Self-Assessment of all 9 Standards (SA9) AND a Comprehensive Strategic Improvement Plan (CSIP);
- Mentee Optional Add-On;
- Training Optional Add-On for attendance at SA VA workshops, FDA Retail Food Protection Seminars, or Conference for Food Protection (CFP).

Track 2 Development Base Grant

Designed for jurisdictions who have a current SA9 (August 2019 or later) and CSIP, providing funding for:

- Continuous Improvement with at least one of Standards 1 – 8;
- Work toward meeting or maintaining Standard 9;
- Completing an Updated Self-Assessment of All 9 Standards (within 12 months of its expiration, if applicable);
- Mentee Optional Add-On;

- Training Optional Add-On for attendance at retail food training, conferences, or workshops.



Resolution 2024-115 to Levy and Assess the Fieldcross-Scratchgravel Rural Improvement District No. 2024-7. (Jessica Makus)

Presented By:

Summary:

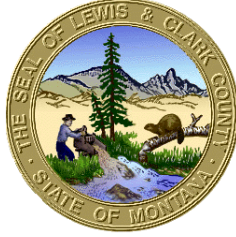
The Commissioners will consider the resolution.

Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Resolution	Resolution
<input type="checkbox"/>	Exhibit A	Resolution

Jessica Makus
Special Districts Program Coord.
Ph: 406-447-8029
Fax: 406-447-8368



3402 Cooney Drive
Helena, MT 59602

jmakus@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

Date: November 14, 2024
To: Board of County Commissioners
From: Jessica Makus, Special Districts Program Coordinator
Subject: Resolution 2024-115 to Levy and Assess the Fieldcross-Scratchgravel Rural Improvement District No. 2024-7

Today is the public hearing regarding the final adoption of Resolution 2024-115 to levy and assess a special assessment of \$277.00 for a fifteen (15) year debt service upon benefiting properties within the Fieldcross-Scratchgravel Rural Improvement District. This assessment will be used to repay financing of district improvements. The resolution also includes an annual assessment of \$145.00 upon benefiting properties to provide annual maintenance on these improvements. This is the third and final public hearing in the RID creation process. The proposed district is located to the west of Green Meadow Drive just north of Norris Road and there are 42 benefiting properties in the district.

The resolution of intention to create the Fieldcross-Scratchgravel RID was passed by the Commission on August 27, 2024, after receiving a petition signed by 57% of property owners within the district. This opened a 30-day comment and protest period and legal notice of the intention to create the district was sent to all benefiting property owners and published in the Helena Independent Record on August 31, and September 7, 2024. The comment and protest period closed on October 4, with one protest received totaling 2.3%. The Fieldcross-Scratchgravel RID was created through public hearing by the Commission on October 8, 2024.

The general character of improvements for this district includes drainage remediation and culvert installation, the addition of gravel road surfacing throughout Scratchgravel Drive, Hannah Lane, and Fieldcross Lane, and watering, grading, and compaction of the new material. In addition, the aprons between Scratchgravel Drive, Hannah Lane, and Fieldcross Lane at the intersections with Green Meadow Drive will be paved with an asphalt mat and chip seal application. Financing of these improvements is estimated to total \$112,987.00. Each benefiting property is proposed to be levied a 15-year debt service assessment of \$277.00,

annually. The general character of maintenance includes snow plowing and sanding, culvert and drainage maintenance, grading, gravel maintenance, and chip sealing, patching, and crack sealing on the asphalt aprons, and other items as needed to preserve the road improvements. Annual maintenance is estimated to total \$6,068.00, and each benefiting property is proposed to be levied a maintenance assessment of \$145.00 per year. The total proposed assessment is \$422.00 per property per year for the first 15 years and then dropping to the maintenance assessment after the improvement loan is repaid.

Upon passage of the resolution to create the Fieldcross-Scratchgravel RID, legal notice of this public hearing to levy and assess the district was mailed to all benefiting property owners and also published in the Helena Independent Record on October 26, and November 2, 2024. As of November 13, no written testimony has been received.

Staff recommend approval of Resolution 2024-115 to Levy and Assess the Fieldcross-Scratchgravel Rural Improvement District.

RESOLUTION 2024-115

RESOLUTION TO LEVY AND ASSESS THE FIELDCROSS-SCRATCHGRAVEL RURAL IMPROVEMENT DISTRICT NO. 2024-7

WHEREAS, a resolution to create the Fieldcross-Scratchgravel Rural Improvement District (the District) was adopted by the Lewis and Clark County Board of Commissioners (Commission) on October 8, 2024, as Resolution 2024-109; and

WHEREAS, this resolution provides an equitable method for assessing benefited properties in the District based on the benefits received; and

WHEREAS, the improvements for the District include the installation of asphalt aprons at the transitions between Green Meadow Drive and Scratchgravel Drive, Hannah Lane, and Fieldcross Lane; drainage remediation and culvert installation throughout the road network, the addition of gravel material, and watering, grading, and compaction of new material over the full extent of Scratchgravel Drive, Hannah Lane, and Fieldcross Lane; and

WHEREAS, financing of improvements is estimated to cost \$112,987.00 with repayment over a fifteen-year period; and

WHEREAS, maintenance costs for the District are estimated to total \$6,068 per year; and

WHEREAS, Section 7-12-2161, MCA provides that the Commission may, before the first Monday in September of each year, adopt a resolution levying and assessing all the property within a district an equal amount to the whole cost of maintaining, preserving, or repairing the improvements within the district; and

WHEREAS, property owners and persons with property interests within the District were notified of the public hearing, through publication and mail, pursuant to Section 7-12-2159, MCA.

NOW, THEREFORE, BE IT RESOLVED by the Commission that the following shall be levied and assessed upon all benefited properties within the boundaries of the District.

BE IT FURTHER RESOLVED that a debt service assessment for road improvements shall be levied for a period of fifteen (15) years. The amount of the assessment shall be \$277.00 per parcel per year.

BE IT FURTHER RESOLVED that an ongoing maintenance assessment of \$145.00 per parcel per year be levied and assessed perpetually upon all benefiting properties of the District until otherwise modified by a resolution.

BE IT FURTHER RESOLVED that a description of each parcel of land, the name of each owner, if known, and the amount of each estimated annual assessment is listed on Exhibit "A", attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that the assessment amount contained on attached Exhibit "A" shall be made in two equal payments by the day and month specified on the annual tax notice. Payments made after the specified dates shall be delinquent. Assessments will be placed on tax bills in the next available year.

DATED this 14th day of November, 2024.

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

ATTEST:

Amy Reeves, Clerk of Board

Attachments:

Exhibit "A"

Exhibit "A"

Fieldcross-Scratchgravel Rural Improvement District

	Assessment Code	Geocode	Owner Name		Improvement Assessment	Maintenance Assessment
1	27538	5199425304400000	RIES DANIEL J & MEGAN N	\$	277.00	\$ 145.00
2	10078	5199425304500000	PERRY DUANE N & ANN C	\$	277.00	\$ 145.00
3	29371	5199425304550000	HALL SHANE M & AMY L	\$	277.00	\$ 145.00
4	26195	5199425304600000	MURLEY COLETTE R	\$	277.00	\$ 145.00
5	29759	5199425304650000	SHERMAN ASHLEE & ETHAN	\$	277.00	\$ 145.00
6	29618	5199425304700000	LINDGREN JAY & NICOLE R	\$	277.00	\$ 145.00
7	29619	5199425304750000	MCLEAN DARRIN & PATRICIA	\$	277.00	\$ 145.00
8	29620	5199425304800000	TOOKE DAVID W & DIANE R	\$	277.00	\$ 145.00
9	29948	5199425305010000	VINCELLI STEVEN R & PENNY L	\$	277.00	\$ 145.00
10	29949	5199425305050000	RIES LAND AND LIVESTOCK LLP	\$	277.00	\$ 145.00
11	48853	5199425305170000	RIES ELIZABETH J	\$	277.00	\$ 145.00
12	48854	5199425305190000	GROOMS JEFFREY A	\$	277.00	\$ 145.00
13	29951	5199425305200000	GLUECKERT MICHAEL T	\$	277.00	\$ 145.00
14	48855	5199425305210000	GLUECKERT MICHAEL T	\$	277.00	\$ 145.00
15	48856	5199425305230000	BARTSCH KEVIN J & ANNE T	\$	277.00	\$ 145.00
16	29952	5199425305250000	POCHA DONALD P & MICHELE M	\$	277.00	\$ 145.00
17	48858	5199425305270000	HILL SHEILA	\$	277.00	\$ 145.00
18	48859	5199425305290000	LEROY WREN INVESTMENTS LLC	\$	277.00	\$ 145.00
19	29953	5199425305300000	NUEBEL PAUL & MELLISA D	\$	277.00	\$ 145.00
20	48860	5199425305310000	YOUNG FAMILY HOLDINGS REAL ESTATE LLC	\$	277.00	\$ 145.00
21	36009	5199425305330000	METZ JASON M & AMY G	\$	277.00	\$ 145.00
22	29954	5199425305350000	BUSKA BRYSON & CASSANDRA	\$	277.00	\$ 145.00
23	48861	5199425305370000	BIEGALKE DEANA P	\$	277.00	\$ 145.00
24	36010	5199425305380000	MERINO MICHAEL NOYCE CONSERVATOR	\$	277.00	\$ 145.00
25	48862	5199425305390000	NUEBEL PAUL & MELISSA	\$	277.00	\$ 145.00
26	29955	5199425305400000	MCMILLAN DENISE C	\$	277.00	\$ 145.00
27	48805	5199425305410000	NBC LLC	\$	277.00	\$ 145.00
28	36274	5199425305420000	BOUDREAU MATTHEW J & JOANI L	\$	277.00	\$ 145.00
29	36275	5199425305430000	JOST RICHARD W & TAMARA R	\$	277.00	\$ 145.00
30	36276	5199425305440000	MCCABE JIMMY & COLLEEN	\$	277.00	\$ 145.00
31	29956	5199425305450000	RIES WILLIAM J & KIMBERLY A	\$	277.00	\$ 145.00
32	36277	5199425305460000	RIES WILLIAM JOSEPH & KIMBERLY A	\$	277.00	\$ 145.00
33	48857	5199425305470000	VINCELLI STEVEN & PENNY	\$	277.00	\$ 145.00
34	39719	5199425305480000	ANDERSON JON S & JANET L	\$	277.00	\$ 145.00
35	48863	5199425305490000	POCHA MICHELE	\$	277.00	\$ 145.00
36	29957	5199425305500000	BYRNE TODD & KAPRI	\$	277.00	\$ 145.00
37	48864	5199425305510000	RIES JONATHAN J	\$	277.00	\$ 145.00
38	29958	5199425305550000	HUNT TIMOTHY JOHN & ERIN RANSFORD	\$	277.00	\$ 145.00
39	39872	5199425305570000	PERLINSKI JEREMY A & HEATHER F	\$	277.00	\$ 145.00
40	29959	5199425305600000	CAETON CLINTON JOHN SR & KATHLEEN ELIZABETH	\$	277.00	\$ 145.00
41	36899	5199425305620000	SMITH THOMAS LEE JR & KATIE JO	\$	277.00	\$ 145.00
42	29960	5199425305650000	BAUMGART BRUCE & ELIZABETH	\$	277.00	\$ 145.00



Intercap Loan Application to the Montana Board of Investments. (Jessica Makus)

Presented By:

Summary:

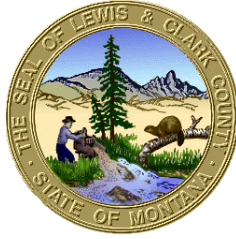
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Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Application	Contract

Jessica Makus
Special Districts Program Coord.
Ph: 406-447-8029
Fax: 406-447-8033



3402 Cooney Drive
Helena, MT 59602

jmakus@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

Date: November 14, 2024
To: Board of County Commissioners
From: Jessica Makus, Special Districts Program Coordinator
Subject: Fieldcross-Scratchgravel Rural Improvement District No. 2024-7,
INTERCAP Loan Application

Attached for your consideration is a copy of the INTERCAP loan application to be submitted to the Montana Board of Investments. The loan request is in the amount of \$112,987.00 and is intended to fund the road improvements within the Fieldcross-Scratchgravel RID. This district is located to the west of Green Meadow Drive just north of Norris Road and there are 42 benefiting properties in the district.

Improvements include drainage remediation and culvert installation, the addition of gravel road surfacing throughout Scratchgravel Drive, Hannah Lane, and Fieldcross Lane, and watering, grading, and compaction of the new material. In addition, the aprons between Scratchgravel Drive, Hannah Lane, and Fieldcross Lane at the intersections with Green Meadow Drive will be paved with an asphalt mat and chip seal application. Financing of these improvements is estimated to total \$112,987.00 and benefiting property owners will be assessed \$277.00 per year for a period of fifteen (15) years until the debt is repaid. Resolution 2024-, to levy and assess the Fieldcross-Scratchgravel RID was adopted by the Board as the previous agenda item.

The INTERCAP program uses a variable interest rate set on February 16 of each year. Currently, the interest rate is 5.75%. The 10-year average rate is 2.89%, and the overall average since the program began in 1987 is 3.9%. INTERCAP applications are submitted electronically, and a copy of the online application has been included in the packet for your review.

If approved today, the public works department will submit a final application and move forward with procurement of improvements in the Fieldcross-Scratchgravel RID.

Staff recommend approval of the attached loan application.

INTERCAP APPLICATION

INTERCAP Application - Borrower
INTERCAP Application - Project
INTERCAP Application - Additional Information
INTERCAP Application - Certification
Review

INTERCAP APPLICATION - BORROWER



Application must be submitted by an authorized local government representative. Please submit a separate application for each portion of the project having a different term and/or repayment source. After completing the application you will be contacted for any additional information needed to complete the loan review.

Borrower Name: Lewis and Clark County

Mailing Address: 316 N. Park Ave	Mailing City: Helena	Mailing Zip: 59623
Physical Address: 316 N. Park Ave	Physical City: Helena	Physical Zip: 59601

Contact Name: Jessica Makus	Contact Title: Special Districts Program Coordinator
Contact Phone: (406) 447-8029	Contact Email: jmakus@lccountymt.gov
Finance Officer/Treasurer Name: Frank Cornwell	Finance Officer/Treasurer Title: Chief Financial Officer
Finance Officer/Treasurer Phone: (406) 447-8309	Finance Officer/Treasurer Email: fcornwell@lccountymt.gov

Federal Employer Identification Number (EIN): 81-6001383

INTERCAP APPLICATION - PROJECT

Project Description:
Fieldcross-Scratchgravel Rural Improvement District - Installation of asphalt aprons at the transitions between Fieldcross Lane, Scratchgravel Drive, and Hannah Lane and Green Meadow Drive; drainage remediation along the whole road network; and the application of new gravel surfacing over the full extent of the road network.

BORROWER'S PORTION

Contributing Funds:	Borrower Amount:
	\$

OTHER FUNDING SOURCES

Agency Name:

Specific Loan or Grant :

Other Amount :
\$

Borrower Subtotal

\$0.00

Other Subtotal

\$0.00

INTERCAP Loan Amount:

\$ 112987

Requested Term (Years):

15

Note: Term is limited to a maximum of 15 years or less, see [policy](#) for details.

Total Project Cost

\$112,987.00

INTERCAP APPLICATION - ADDITIONAL INFORMATION

Source of Loan Repayment

Repayment Fund Name(s): Fieldcross-Scratchgravel Rural Improvement District

Will the repayment be from any of the following?

- ☐ New/Increased Levy
☒ New/Increased Assessment
☐ New/Increased Rates and Charges

Please check if applicable.

Property Tax Limitations

Maximum permitted mill levy authorized by [Title 15, Chapter 10, Part 4, MCA](#), as amended ("the Property Tax Limitation Act").

Current mills::

Max mills::

Mill value:: \$

DEBT

Outstanding Debt

Current debt outstanding other than INTERCAP loans (including bonds, notes, lease purchase agreements or installment purchase contracts):

Purpose of Debt: 1) GO Bond - Open Space

Date Issued:

01-01-2022

Maturity:

12-31-2034

Outstanding: \$

4905000

Annual Debt

Service:

\$ 968031

Payment Cycle

Payment Dates:

- ☐ Annual
☒ Semi-Annual
☐ Monthly

If any of the above debt is past due or out of compliance please explain.:

Outstanding Debt

Current debt outstanding other than INTERCAP loans (including bonds, notes, lease purchase agreements or installment purchase contracts):

Purpose of Debt: 2) GO - Bond - Detention Center Remodel

Date Issued:	Maturity:	Outstanding: \$	Annual Debt Service:
01-01-2022	12-31-2034	4930000	\$ 493000

Payment Cycle

Payment Dates:

- ☐ Annual
☒ Semi-Annual
☐ Monthly

If any of the above debt is past due or out of compliance please explain.:

INTERCAP APPLICATION - CERTIFICATION

Certification Statement

On behalf of the organization identified in this application, I certify the following:

1. To the best of my knowledge and belief, the data in this application is true and correct.
2. I understand that submitting false or misleading information in connection with this application will result in the borrower being found ineligible for financial assistance from the Montana Board of Investments.
3. The borrower will comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age, or handicap.
4. I am aware the Montana Board of Investments must comply with certain state requirements, which may impact proposed projects. Board funded projects must comply with all federal, state and community licenses, permits, laws and regulations.
5. The borrower agrees to respond to requests for information on the results of the loan for up to three years after maturity.

The Montana Board of Investments agrees to conduct this transaction by electronic means. By checking the box below you agree to conduct this transaction by electronic means and understand an electronic signature is the legal equivalent of a handwritten signature.

Electronic Signature*

☐ By checking this box you agree to conduct this transaction by electronic means.

① *Certification is required.*

Name of Authorized Business Representative:
Andy Hunthausen

Authorized Representative Title:
Board of County
Commission Chair

Date Application Signed:
① Sign Date is required.



Resolution 2024-116 to Levy and Assess the Oleo Acres Rural Improvement District No. 2024-8. (Jessica Makus)

Presented By:

Summary:

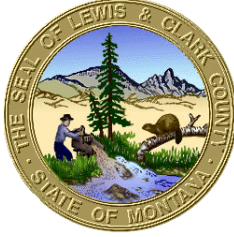
The Commissioners will consider the resolution.

Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Resolution	Resolution
<input type="checkbox"/>	Exhibit A	Resolution

Jessica Makus
Special Districts Program Coord.
Ph: 406-447-8029
Fax: 406-447-8368



3402 Cooney Drive
Helena, MT 59602

jmakus@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

Date: November 14, 2024
To: Board of County Commissioners
From: Jessica Makus, Special Districts Program Coordinator
Subject: Resolution 2024-116 to Levy and Assess the Oleo Acres Rural Improvement District No. 2024-8

Today is the public hearing regarding the final adoption of Resolution 2024-116 to levy and assess a special assessment of \$171.00 for a fifteen (15) year debt service upon benefiting properties within the Oleo Acres Rural Improvement District. This assessment will be used to repay financing of district improvements. The resolution also includes an annual assessment of \$150.00 upon benefiting properties to provide annual maintenance on these improvements. This is the third and final public hearing in the RID creation process. The proposed district is off York Road about 2 miles from the junction with Canyon Ferry Road, just before Warren School and there are 30 benefiting properties in the district.

The resolution of intention to create the Oleo Acres RID was passed by the Commission on September 3, 2024, after receiving a petition signed by 40% of property owners within the district. This opened a 30-day comment and protest period and legal notice of the intention to create the district was sent to all benefiting property owners and published in the Helena Independent Record on September 7, and September 14, 2024. The comment and protest period closed on October 10, with no protest received. The Oleo Acres RID was created through public hearing by the Commission on October 15, 2024.

The general character of improvements for this district includes the addition of approximately 1,214 cubic yards of gravel surfacing and watering, grading, and compaction of the new material on the full extent of Birkland Drive. Financing of these improvements is estimated to total \$49,705.00. Each benefiting property is proposed to be levied a 15-year debt service assessment of \$171.00, annually. The general character of maintenance includes snow plowing and sanding, culvert and drainage maintenance, grading, gravel maintenance, and other items as needed to preserve the road improvements. Annual maintenance is estimated to total

\$4,500.00, and each benefiting property is proposed to be levied a maintenance assessment of \$150.00 per year. The total proposed assessment is \$321.00 per property per year for the first 15 years and then dropping to the maintenance assessment after the improvement loan is repaid.

Upon passage of the resolution to create the Oleo Acres RID, legal notice of this public hearing to levy and assess the district was mailed to all benefiting property owners and also published in the Helena Independent Record on October 26, and November 2, 2024. As of November 13, no written testimony has been received.

Staff recommend approval of Resolution 2024-116 to Levy and Assess the Oleo Acres Rural Improvement District.

RESOLUTION 2024-116

RESOLUTION TO LEVY AND ASSESS THE OLEO ACRES RURAL IMPROVEMENT DISTRICT NO. 2024-8

WHEREAS, a resolution to create the Oleo Acres Rural Improvement District (the District) was adopted by the Lewis and Clark County Board of Commissioners (Commission) on October 15, 2024, as Resolution 2024-110; and

WHEREAS, this resolution provides an equitable method for assessing benefited properties in the District based on the benefits received; and

WHEREAS, the improvements for the District include the application of new gravel surfacing material over the full extent of Birkland Drive, and watering, grading, and compaction of new material; and

WHEREAS, financing of improvements is estimated to cost \$49,705.00 with repayment over a fifteen-year period; and

WHEREAS, maintenance costs for the District are estimated to total \$4,500.00 per year; and

WHEREAS, Section 7-12-2161, MCA provides that the Commission may, before the first Monday in September of each year, adopt a resolution levying and assessing all the property within a district an equal amount to the whole cost of maintaining, preserving, or repairing the improvements within the district; and

WHEREAS, property owners and persons with property interests within the District were notified of the public hearing, through publication and mail, pursuant to Section 7-12-2159, MCA.

NOW, THEREFORE, BE IT RESOLVED by the Commission that the following shall be levied and assessed upon all benefited properties within the boundaries of the District.

BE IT FURTHER RESOLVED that a debt service assessment for road improvements shall be levied for a period of fifteen (15) years. The amount of the assessment shall be \$171.00 per parcel per year.

BE IT FURTHER RESOLVED that an ongoing maintenance assessment of \$150.00 per parcel per year be levied and assessed perpetually upon all benefiting properties of the District until otherwise modified by a resolution.

BE IT FURTHER RESOLVED that a description of each parcel of land, the name of each owner, if known, and the amount of each estimated annual assessment is listed on Exhibit "A", attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that the assessment amount contained on attached Exhibit "A" shall be made in two equal payments by the day and month specified on the annual tax notice. Payments made after the specified dates shall be delinquent. Assessments will be placed on tax bills in the next available year.

DATED this 14th day of November, 2024.

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

ATTEST:

Amy Reeves, Clerk of Board

Attachments:

Exhibit "A"

Exhibit "A"

2142 Oleo Acres Rural Improvement District

	Assessment Code	Geocode	Owner Name	Improvement Assessment	Maintenance Assessment
1	27985	05188810402010000	LINK STEVEN R & BRANDI N B	\$ 171.00	\$ 150.00
2	27986	05188810402030000	HERRIN JOSH G & LEAH M	\$ 171.00	\$ 150.00
3	27987	05188810402050000	WEISGERBER KEITH S & ERIN P	\$ 171.00	\$ 150.00
4	27988	05188810402070000	MAYERNIK LORETTA M & DENNIS J	\$ 171.00	\$ 150.00
5	28766	05188814202010000	TRENARY MARK E & GAYLE L	\$ 171.00	\$ 150.00
6	28767	05188814202050000	WITTROCK MICHAEL A & LORI	\$ 171.00	\$ 150.00
7	28768	05188814202100000	RICHARDSON DANIEL & STEPHANIE	\$ 171.00	\$ 150.00
8	28769	05188814202150000	WHEELER DENNIS F ETAL	\$ 171.00	\$ 150.00
9	28770	05188814202200000	MARSHIK JOEL M & PHYLLIS D	\$ 171.00	\$ 150.00
10	28771	05188814202250000	BIEBER JORY & REGINA	\$ 171.00	\$ 150.00
11	28773	05188814202400000	COTY RANDALL L & LINDA S	\$ 171.00	\$ 150.00
12	28774	05188814202450000	BROWER LOGAN WAYNE & ROCHELLE ANN	\$ 171.00	\$ 150.00
13	28775	05188814202500000	THERIAULT H JASON & JODI L	\$ 171.00	\$ 150.00
14	28880	05188814202070000	VONADA BRANDON & TRISTA	\$ 171.00	\$ 150.00
15	28881	05188814202360000	COUNTRYMAN TRENT JAMES & HEATHER NICOLE	\$ 171.00	\$ 150.00
16	28882	05188814202370000	BENNETT LONNIE R J & SHAWNA M	\$ 171.00	\$ 150.00
17	28883	05188814202390000	HIGGINS DOUGLAS R & JEANETTE M	\$ 171.00	\$ 150.00
18	29156	05188814202380000	GEHRING JOHN W	\$ 171.00	\$ 150.00
19	29287	05188814203010000	JACKE SANDRA M AND ERWIN J	\$ 171.00	\$ 150.00
20	29288	05188814203030000	SOUTH GARY	\$ 171.00	\$ 150.00
21	29289	05188814203050000	BURWELL JOHN S & M CATHY	\$ 171.00	\$ 150.00
22	29290	05188814203070000	STEVENS CRAIG & PETERSON ANNE	\$ 171.00	\$ 150.00
23	29291	05188814203100000	RESTATEMENT OF BUTLER STRONG FAMILY TRUS	\$ 171.00	\$ 150.00
24	29292	05188814203130000	SLIDERS LLC	\$ 171.00	\$ 150.00
25	29293	05188814203150000	SCHMITT TODD C & TAMRA D	\$ 171.00	\$ 150.00
26	29294	05188814203170000	BURNHAM KENNETH J & SHIRLEY A	\$ 171.00	\$ 150.00
27	29295	05188814203190000	FENNEMA SEAN & HEATHER	\$ 171.00	\$ 150.00
28	29716	05188814203110000	CARLSON RIAL & SANDRA	\$ 171.00	\$ 150.00
29	29717	05188814203120000	NELSON JOANNA	\$ 171.00	\$ 150.00
30	29805	05188814203090000	KOCH DAVID L & BRENDA D	\$ 171.00	\$ 150.00



Intercap Loan Application to the Montana Board of Investments. (Jessica Makus)

Presented By:

Summary:

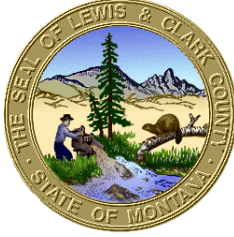
The Commissioners will consider the Oleo Acres Rural Improvement District Intercap Loan Application to the Montana Board of Investments in the amount of \$49,705 with the intended funding for road improvements. Benefited property owners will be assessed \$171 per year for a period of 15 years to fund the debt.

Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Application	Contract

Jessica Makus
Special Districts Program Coord.
Ph: 406-447-8029
Fax: 406-447-8033



3402 Cooney Drive
Helena, MT 59602

jmakus@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

Date: November 14, 2024
To: Board of County Commissioners
From: Jessica Makus, Special Districts Program Coordinator
Subject: Oleo Acres Rural Improvement District No. 2024-8, INTERCAP Loan Application

Attached for your consideration is a copy of the INTERCAP loan application to be submitted to the Montana Board of Investments. The loan request is in the amount of \$49,705.00 and is intended to fund the road improvements within the Oleo Acres RID. This district is located off York Road about 2 miles from the junction with Canyon Ferry Road, just before Warren School and there are 30 benefiting properties in the district.

Improvements include the addition of approximately 1,214 cubic yards of gravel surfacing and watering, grading, and compaction of the new material over the full extent of Birkland Drive. Financing of these improvements is estimated to total \$49,705.00. Financing of these improvements is estimated to total \$49,705.00 and benefiting property owners will be assessed \$171.00 per year for a period of fifteen (15) years until the debt is repaid. Resolution 2024-, to levy and assess the Oleo Acres RID was adopted by the Board as the previous agenda item.

The INTERCAP program uses a variable interest rate set on February 16 of each year. Currently, the interest rate is 5.75%. The 10-year average rate is 2.89%, and the overall average since the program began in 1987 is 3.9%. INTERCAP applications are submitted electronically, and a copy of the online application has been included in the packet for your review.

If approved today, the public works department will submit a final application and move forward with procurement of improvements in the Oleo Acres RID.

Staff recommend approval of the attached loan application.

INTERCAP APPLICATION

INTERCAP Application - Borrower
INTERCAP Application - Project
INTERCAP Application - Additional Information
INTERCAP Application - Certification
Review

INTERCAP APPLICATION - BORROWER



Application must be submitted by an authorized local government representative. Please submit a separate application for each portion of the project having a different term and/or repayment source. After completing the application you will be contacted for any additional information needed to complete the loan review.

Borrower Name: Lewis and Clark County

Mailing Address: 316 N. Park Ave	Mailing City: Helena	Mailing Zip: 59623
Physical Address: 316 N. Park Ave	Physical City: Helena	Physical Zip: 59601

Contact Name: Jessica Makus	Contact Title: Special Districts Program Coordinator
Contact Phone: (406) 447-8029	Contact Email: jmakus@lccountymt.gov
Finance Officer/Treasurer Name: Frank Cornwell	Finance Officer/Treasurer Title: Chief Financial Officer
Finance Officer/Treasurer Phone: (406) 447-8309	Finance Officer/Treasurer Email: fcornwell@lccountymt.gov

Federal Employer Identification Number (EIN): 81-6001383

INTERCAP APPLICATION - PROJECT

Project Description:
Oleo Acres Rural Improvement District - Installation of new gravel surfacing throughout Birkland Drive and watering, grading, and compaction of new material.

BORROWER'S PORTION

Contributing Funds:	Borrower Amount:
	\$

OTHER FUNDING SOURCES

Agency Name:

Specific Loan or Grant :

Other Amount :

\$

Borrower Subtotal

\$0.00

Other Subtotal

\$0.00

INTERCAP Loan Amount:

\$ 49705

Requested Term (Years):

15

Note: Term is limited to a maximum of 15 years or less, see [policy](#) for details.

Total Project Cost

\$49,705.00

INTERCAP APPLICATION - ADDITIONAL INFORMATION

Source of Loan Repayment

Repayment Fund Name(s): Oleo Acres Rural Improvement District

Will the repayment be from any of the following?

☐ New/Increased Levy

☒ New/Increased Assessment

☐ New/Increased Rates and Charges

Please check if applicable.

Property Tax Limitations

Maximum permitted mill levy authorized by [Title 15, Chapter 10, Part 4, MCA](#), as amended ("the Property Tax Limitation Act").

Current mills::

Max mills::

Mill value:: \$

DEBT

Outstanding Debt

Current debt outstanding other than INTERCAP loans (including bonds, notes, lease purchase agreements or installment purchase contracts):

Purpose of Debt: 1) GO Bond - Open Space

Date Issued:

01-01-2022

Maturity:

12-31-2034

Outstanding: \$

4905000

Annual Debt

Service:

\$ 968031

Payment Cycle

☐ Annual

☒ Semi-Annual

☐ Monthly

Payment Dates:

If any of the above debt is past due or out of compliance please explain.:

Outstanding Debt

Current debt outstanding other than INTERCAP loans (including bonds, notes, lease purchase agreements or installment purchase contracts):

Purpose of Debt: 2) GO - Bond - Detention Center Remodel

Date Issued:	Maturity:	Outstanding: \$	Annual Debt Service:
01-01-2022	12-31-2034	4930000	\$ 493000

Payment Cycle

Payment Dates:

- ☐ Annual
☒ Semi-Annual
☐ Monthly

If any of the above debt is past due or out of compliance please explain.:

INTERCAP APPLICATION - CERTIFICATION

Certification Statement

On behalf of the organization identified in this application, I certify the following:

1. To the best of my knowledge and belief, the data in this application is true and correct.
2. I understand that submitting false or misleading information in connection with this application will result in the borrower being found ineligible for financial assistance from the Montana Board of Investments.
3. The borrower will comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age, or handicap.
4. I am aware the Montana Board of Investments must comply with certain state requirements, which may impact proposed projects. Board funded projects must comply with all federal, state and community licenses, permits, laws and regulations.
5. The borrower agrees to respond to requests for information on the results of the loan for up to three years after maturity.

The Montana Board of Investments agrees to conduct this transaction by electronic means. By checking the box below you agree to conduct this transaction by electronic means and understand an electronic signature is the legal equivalent of a handwritten signature.

Electronic Signature*

☐ By checking this box you agree to conduct this transaction by electronic means.

① *Certification is required.*

Name of Authorized Business

Representative:

Andy Hunthausen

Authorized

Representative Title:

Board of County
Commission Chair

Date Application

Signed:

① *Sign Date is
required.*



Contract Between Lewis and Clark County and American Hauling and Snow Plowing, LLC. (Jessica Makus)

Presented By:

Summary:

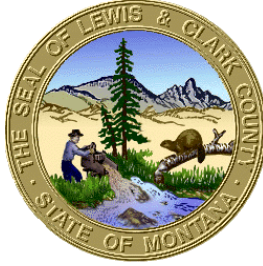
The Commissioners will consider the contract with American Hauling and Snow Plowing, LLC for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Contract	Contract
<input type="checkbox"/>	Exhibit A	Contract
<input type="checkbox"/>	Exhibit B	Contract
<input type="checkbox"/>	Contract Cover Sheet	Contract

Jessica Makus
Special Districts Program Coord.
Ph: 406-447-8029
Fax: 406-447-8033



3402 Cooney Drive
Helena, MT 59602

jmakus@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

Date: November 14, 2024
To: Board of County Commissioners
From: Jessica Makus, Special Districts Program Coordinator
Subject: Contract with American Hauling and Snow Plowing, LLC, for Snow Removal in Rural Improvement Districts

Before you this morning is a contract with American Hauling and Snow Plowing, LLC, to provide snow removal and related services within various rural improvement districts (RIDs) throughout Lewis and Clark County. Work under this contract will be completed on an on-call basis as the need for this maintenance arises in RIDs.

This maintenance was solicited through a Request for Qualifications, which were due on October 16, 2024. This type of solicitation was used with the intent to create a roster of qualified contractors to work with through the 2024/2025 winter season. Eighteen Statements of Qualifications (SOQs) were received and reviewed by public works department staff based on information included in the SOQ.

Staff recommend approval of the contract with American Hauling and Snow Plowing, LLC, and authorize the Chair to sign contract documents.

LEWIS AND CLARK COUNTY PUBLIC WORKS INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as "COUNTY", and **American Hauling and Snow Plowing, LLC**, herein referred to as "CONTRACTOR", whose address is **PO Box 5223, Helena, Montana, 59604**; phone number is **(406) 431-2779**; Contractor Registration Number is **393314IC**; and Federal Employee Identification Number is **93-4087397**.

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES:** COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to complete and perform the following services:

Plow snow and/or sand specific residential streets or other county properties when directed by the COUNTY as detailed in the attached and hereby incorporated Exhibit A, Request for Qualifications for 2024/2025 Winter Season Snow Removal Contractors.

2. **INDEPENDENT CONTRACTOR:** It is understood by the parties hereto that the CONTRACTOR is an independent contractor and that neither its principals nor its employees, if any, are employees of Lewis and Clark County for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to Montana Code Annotated (MCA) Section 39-71-401, the CONTRACTOR has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. COUNTY shall not have control over the performance of this agreement by CONTRACTOR or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONTRACTOR'S supplies or equipment.
3. **WARRANTY:** CONTRACTOR warrants that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. **LIAISON:** COUNTY'S designated liaison with the CONTRACTOR is Jenny Chambers, Director of Public Works or her designee. The CONTRACTOR'S designated liaison with the COUNTY is **Richard Weston**.
5. **EFFECTIVE DATE AND TIME OF PERFORMANCE:** CONTRACTOR shall begin work upon approval of this Contract by both parties and extend through the end of the **2024/2025** winter snowplowing season.
6. **COMPENSATION:** COUNTY shall pay CONTRACTOR an hourly rate by task as provided in the attached and hereby incorporated **Exhibit B**, 2024/2025 Winter Season Snow Removal Rates.

CONTRACTOR will submit invoices to COUNTY within 30 days of service and invoices will include date of service, name of person that requested service, specific service performed (itemized) with location of service, invoice number and cost for service. CONTRACTOR will invoice each RID separately. Invoices received by COUNTY sixty (60) days or more from service may not be paid.

7. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest.
8. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.
9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are the property of the COUNTY, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the CONTRACTOR. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
10. INDEMNIFICATION: CONTRACTOR waives all claims and recourse against County, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR will indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees.
11. INSURANCE: CONTRACTOR shall maintain the following insurances:
- A. General Liability Insurance- CONTRACTOR shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate.
- B. Workers Compensation Insurance- CONTRACTOR shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide an Independent Contractor Exemption Certificate issued by the State of Montana Department of Labor and Industry.
- C. Automobile Liability Insurance- CONTRACTOR shall maintain automobile liability under Paragraph 6.03.D. of the General Conditions from an insurance carrier licensed to do business in the State of Montana in the amount of:
- a) Bodily Injury:
- | | |
|---------------|-------------|
| Each Person | \$1,000,000 |
| Each Accident | \$1,000,000 |
- b) Property Damage:
- | | |
|--------------------------|-------------|
| Each accident | \$1,000,000 |
| (or) | |
| Combined Single Limit of | \$1,000,000 |

- c) Automobile Coverage to Include:
 - a. All owned Autos
 - b. All Hired Autos
 - c. All Non-Owned Autos

CONTRACTOR's Automobile Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer's Liability.

Proof of general liability, workers compensation insurance, and automobile liability insurance shall be provided to the COUNTY prior to commencing work under this Contract. The COUNTY must be listed as an additional insured on the general liability insurance certificate.

12. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations. CONTRACTOR or subcontractors doing work under this Contract will be required to obtain registration with the Montana Department of Labor and Industry. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract.
13. NONDISCRIMINATION: CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
14. PREFERENCE: CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with MCA Section 18-2-403 (1). Pursuant to MCA Section 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project will be bona fide Montana residents.
15. SPECIAL FUEL PERMIT: As stated in MCA Section 15-70-403(8-9), fuels used by the CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.
16. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: The parties understand and agree that performance of this Contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
17. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Contract, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
18. TERMINATION OF CONTRACT: Either party, upon thirty (30) days written notice to the other party, may terminate this Contract.

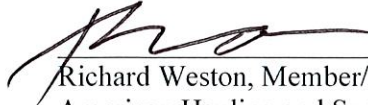
COUNTY:

CONTRACTOR:

Date: _____

Date: 11-1-24

Andy Hunthausen, Chair
Board of County Commissioners
Lewis and Clark County



Richard Weston, Member/Manager
American Hauling and Snow Plowing, LLC.

ATTEST:

State of Montana
County of Lewis and Clark

Amy Reeves, Clerk and Recorder

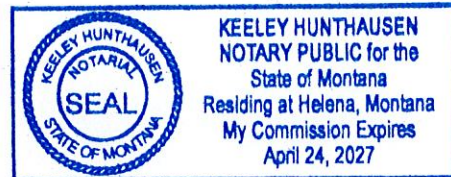
This instrument was acknowledged before me
on 11/1/24 [date] by Richard Weston as
Member/Manager of American Hauling and Snow
Plowing, LLC.

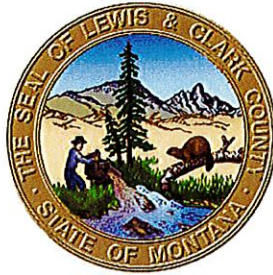
(Seal)



(Signature of Notarial Officer)

(Seal)





LEWIS AND CLARK COUNTY

Public Works Department

LEWIS AND CLARK COUNTY, MONTANA REQUEST FOR QUALIFICATIONS SNOW REMOVAL AND RELATED SERVICES FOR THE HELENA VALLEY RURAL IMPROVEMENT DISTRICTS

Introduction

Lewis and Clark County (hereafter, the “County”) is soliciting Statements of Qualifications (SOQ) to create a roster of qualified contractors to perform snow removal and related services within Rural Improvement Districts (RIDs) in Lewis and Clark County. The County will utilize the selected contractors through an on-call basis for the 2024/2025 winter season.

The County will review SOQs according to the criteria within this request. Once rostered, contractors will be required to supply a list of hourly rates for each snow removal equipment listed in the SOQ. Snow removal will be offered to the roster and contractor selections will be made based on cost, availability, equipment, and experience.

Any individual project with a total cost over \$25,000 will require a separate contract and be subject to prevailing wages and certified payroll reporting.

The County will oversee quality control, and contractors shall supply correct signage in accordance with the Manual on Uniform Traffic Control Devices for the safety of the traveling public during onsite work if needed, unless other arrangements are made through the County.

Scope of Services

Contractors will be requested to plow snow and/or apply sand to specific residential roads or other county properties as directed by the County. On occasion, heavy sanding may be requested, beyond what is normally applied. Rostered contractors will have the opportunity to include the cost for this additional service during contract negotiations.

County may order snow removal or related services directly for RIDs or set up trigger points for specific RIDs through solicitation. If a trigger point is established with a contractor in a specific RID or RIDs, the contractor shall remove snow when a snow event reaches the trigger point threshold established within the RID or RIDs.

Solicitation Timeline

Publication of Notices	September 7, September 14, 2024
Questions Due	September 16, 2024
Responses to Questions Posted on Website	September 20, 2024
SOQs Accepted Beginning Date	September 23, 2024
SOQ Final Acceptance Date	October 16, 2024

SOQ Submission Requirements

- Contractors shall submit **three (3) copies** of the Statement of Qualifications (SOQ)
- SOQs must be received no later than 4:00 PM on October 16, 2024
- SOQs must be sealed and prominently marked “**Snow Removal SOQ**”, and submitted to:
Lewis and Clark County Public Works Department
Attention: Snow Removal SOQ
3402 Cooney Drive
Helena, MT, 59602
- SOQs will be unsealed upon receipt beginning September 16, 2024, evaluated, and contracts offered immediately upon approval of qualifications. All SOQs must be received by October 16, 2024, to be considered for a contract.
- Contractors with questions related to this solicitation shall contact Jade Wills, at jwills@lccountymt.gov. Questions may be submitted until 4:00 PM on September 16, 2024. Responses to questions will be posted to the County’s website no later than September 20, 2024.
- A determination may be made of the contractor’s financial and operational stability to serve the County. Only SOQs from financially responsible organizations, as determined by the County, which are presently engaged in the business of providing snow removal and related services shall be considered.
- The County reserves the right to contact the selected contractor’s current and prior clients prior to the award of a contract.
- Any costs associated with the preparation of SOQs, product demonstrations, or any expenses related to responding to this solicitation are the sole responsibility of the contractor.

SOQ Content Requirements

- Name, address, contact information, Tax ID Number, Contractor Registration Number, and authorized signature of official approving the statement of qualifications.
- List of available equipment.
- A minimum of two (2) references from projects completed within the last year.

Types of equipment and a minimum of two (2) references should be summarized on the following worksheet and submitted with the completed signature page.

Insurance

General Liability Insurance – Contractor shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000) for each occurrence (minimum) and two million dollars (\$2,000,000) aggregate. The County must be listed as an additional insured on the liability insurance certificate.

Workers Compensation Insurance – Contractor shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide a Workers Compensation Exemption Certificate.

Automobile Liability Insurance – Contractor shall maintain automobile liability from an insurance carrier licensed to do business in the State of Montana with the following limits:

a) Bodily Injury:

Each Person	\$1,000,000
Each Accident	\$1,000,000

b) Property Damage:

Each accident	\$1,000,000
(or)	
Combined Single Limit of	\$1,000,000

c) Automobile Coverage to Include:

- a. All owned Autos
- b. All Hired Autos
- c. All Non-Owned Autos

Contractor's Automobile Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer's Liability. Proof of general liability, workers compensation insurance and automobile liability insurance shall be provided to the County upon contract execution and prior to commencing any work.

Selection

All qualified contractors will be offered a contract. A contract is not a guarantee that services will be solicited. To be qualified, contractors must:

1. Be a registered Contractor with the State of Montana in good standing.
2. Be able to meet all insurance requirements.
3. Submit a Statement of Qualifications by October 16, 2024.
4. Contractors with unsatisfactory prior County contract performance that resulted in contract cancellation will not be considered.

Compensation

Each RID must be invoiced separately for work completed and invoices shall be submitted within 30 days of completion. Invoices shall include:

- Contractor/Company name.
- RID name.
- Date of service.
- Invoice number.
- Type of service performed.
- Hourly cost for service that matches contract specifications.
- Materials cost provided above a typical sanding (for heavy applications of sand).
- Total cost for service.

STATEMENT OF QUALIFICATIONS

The following is a list of equipment available to perform listed activities:

EQUIPMENT LIST:

^{\$125.00 / HR} Chevy 3500 Pickup w plow	^{\$125.00 per hour plus material} Hand Sanding is available

REFERENCE 1:

Contact Name:	Jim Pace / Deana Pace
Business Name:	CPR Cleaning
Address:	3340 Horse Creek Rd Helena MT 59402
Telephone:	406-227-3578
Email:	JDPace01@msn.com
Project Type/Date:	snow plowing for business/residential property - 11-26-27-2023 + 2-14-2024

REFERENCE 2:

Contact Name:	Jolene Lloyd
Business Name:	Berkshire Hathaway Realty
Address:	50 S Park Ave Helena MT 59601
Telephone:	406 459 7573
Email:	Jolene.Lloyd@bhlhsmr.com
Project Type/Date:	Residential snow plowing for Home under contract for sale 2-18-2024

THE UNDERSIGNED CONTRACTOR has become familiar with the services solicited by Lewis and Clark County. The Contractor agrees to follow and abide by all laws required in the State of Montana and Lewis and Clark County. The Contractor, having satisfied themselves of the services, does submit the statement of qualifications as follows:

THE CONTRACTOR HEREBY PROPOSES AND AGREES, if this SOQ is accepted, to enter into an Agreement, and assumes all obligations, duties, and responsibilities specified herein:

THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES:

1. This statement of qualifications is genuine and is not made in the interest of, or in the behalf of, any undisclosed person or firm, and is not submitted as a result of any agreement with any association, corporation, or group.
2. The Contractor has not directly or indirectly induced or solicited any other Contractors to put in a false or sham statement of qualifications.
3. The Contractor has not solicited or induced any person or firm to refrain from also submitting a statement of qualifications.
4. The Contractor has not sought by collusion to obtain any advantage over any other Contractor or over Lewis and Clark County.

Contractor Business Name: American Hauling and Snow Plowing LLC
Business Address: Po Box 5223 Helena MT 59604

Point of Contact Name: Rick Weston
Telephone No.: 406 431 2779
Contact E-Mail: Americanhaul68@gmail.com
Tax ID Number: 93-4087397
Contractor Registration No.: 3933/41C

Signature of authorized company official approving the SOQ as submitted:


[sign here]

Name: Richard Weston
Title: Owner
Date: 10-4-2024

Submit completed SOQ to:

Lewis and Clark County Public Works Department
Attention: Snow Removal SOQ
3402 Cooney Drive
Helena MT, 59602

Standard Terms and Conditions

By submitting a response to this Request for Qualifications, the contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. Authority

This Request for Qualifications (RFQ) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFQ process is a procurement option which allows the award to be based on evaluation of contractor qualifications. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFQ will be used. Lewis and Clark County (herein, the "County") reserves the right to accept or reject any or all statements of qualifications, wholly or in part, and to make awards in any manner deemed in the best interest of the County.

2. Competition

Lewis and Clark County encourages free and open competition among contractors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

Prior to the award of the contract, statements of qualifications may be held by Lewis and Clark County for a period not to exceed 90 days from the date of the opening of statements of qualifications for the purpose of reviewing statements of qualifications and investigating the qualifications of the contractors.

3. Public Inspection of Statement of Qualifications

All information received in response to this RFQ, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the statement of qualifications deadline.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The purchasing officer will remove any such trade secrets from the SOQ prior to public viewing.

4. Bona Fide Trade Secrets

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the purchasing officer, the evaluation committee members, and limited other designees. Before the SOQ is made available to the public, the purchasing officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the statement of qualification; and
- No confidential material is contained in the qualification section; and

- An affidavit from the contractor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the statement of qualifications.

The contractor shall pay all legal costs and fees associated with defending a claim for confidentiality if a "right to know" request is received from another party.

In order for a contractor to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the contractor's attorney acknowledging that material included in a statement of qualification is open to public inspection except for information that meets the provisions of Montana's Uniform Trade Secrets Act.

5. Classification of Statement of Qualifications as Responsive or Non-responsive

All statements of qualifications will be classified as either "responsive" or "non-responsive." A statement of qualifications is considered "responsive" if it conforms in all material respects to the requirements of the RFQ. A statement of qualifications may be found non-responsive if:

- Required information is not provided.
- The statement of qualifications does not conform to the specifications described and required in the RFQ.

If a statement of qualifications is found to be non-responsive, it will receive no further consideration.

6. Determination of Contractor Responsibility

The purchasing officer and/or the selection committee will decide whether a contractor has met the standards of responsibility based on the requirements of the RFQ. Factors used to determine the responsibility may include whether the contractor has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

A contractor may be deemed "non-responsible" at any time during the procurement process if information surfaces to support such a determination.

7. Evaluation of Statements of Qualifications and Contractor Interviews/Product Demonstration

The remaining statements of qualifications will be scored according to the evaluation criteria stated herein. The selection committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole

responsibility of the contractor.

8. County's Right to Investigate and Reject

Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the contractor to provide the product or services specified. The County reserves the right to reject any statement of qualifications if the evidence obtained fails to satisfy the County that the contractor is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a statement of qualifications based on negative references.

9. Contractor Selection and Contract Execution

After an evaluation of the contractor, interviews, and/or product demonstrations, the selection committee will recommend a contract award, which the purchasing officer will communicate to the contractor selected. The County intends to award a contract to all qualified contractors. The work described in the RFQ may begin only after the contract is signed by all parties.

10. County's Rights Reserved

Submission of a statement of qualifications confers no rights upon any contractor and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional statements of qualifications at a later date.

The RFQ in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ;
- Reject any or all statements of qualifications received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

11. Nondiscrimination

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Contractors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Contractors and the awardee and any of the contractors' and the awardee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any contractor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

12. Cone of Silence

A cone of silence shall be established on all Lewis and Clark County competitive selection processes. The cone of silence prohibits any communication regarding a competitive solicitation between any contractor (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County official (elected or appointed), employee, selection committee member, or other persons authorized to act on behalf of the County other than the individual outlined as the point of contact in this solicitation.

The cone of silence shall be in effect from the time of advertisement until contract award. Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications with the established point of contact in this solicitation or at any public proceeding or meeting.

The cone of silence shall terminate when the Board or a County employee authorized to act on behalf of the Board awards or approves the Contract, rejects all offers or responses, or otherwise takes action to end the selection process.

13. Protest Procedure

A contractor aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

End of Request for Qualifications

EXHIBIT B
LEWIS AND CLARK COUNTY PUBLIC WORKS
2024/2025 WINTER SEASON SNOW REMOVAL RATES

Contractor/Company Name: American Hauling and Snow Plowing, LLC.		
Equipment List:	No. of Units	Rate per Hour
Highway Snowplow with Sanding		N/A
Pickup Snowplow with Sanding		\$125.00 + Materials Cost
Sanding Only		\$125.00 + Materials Cost
Motor Grader		N/A
Loader		N/A
<i>Other (Please List):</i>		
Pickup Snowplow		\$125.00



CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant. This form does not apply to grant awards, grant contracts, sub-awards, or intergovernmental agreements. Include this completed form as a standalone attachment in Novus when submitting the contract for approval.

- Project Name/Novus Title:
- Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
- Procurement method: **NOT APPLICABLE** (Explain in comment box)
 - For methods other than Small Purchase, attach documentation of procurement method used (e.g., limited solicitation summary form or copy of formal solicitation).
- Purchase is an exception from standard procurement procedures, per county policy: **YES** **NO**
 - If YES, provide exception request form.
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in 18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to performance and payment bonds per 18-2-201, MCA? **YES** **NO**
- Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - If YES, submit CGR form to Finance Department.
- Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**

Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). Debarment/suspension checks are done in the System for Award Management (SAM; www.sam.gov), which requires a login to access. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file. If available, provide the contractor's Unique Entity Identifier (UEI) below; debarment/suspension checks are most easily completed with UEIs.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:



Contract Between Lewis and Clark County and Hightop Construction, LLC. (Jessica Makus)

Presented By:

Summary:

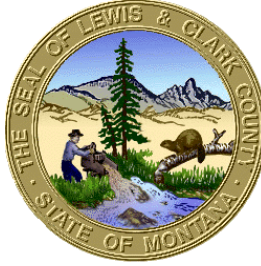
The Commissioners will consider the contract with Hightop Construction, LLC for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

Legal Review Required:

ATTACHMENTS:

Description	Type
❏ Memo	Contract
❏ Contract	Contract
❏ Exhibit A	Contract
❏ Exhibit B	Contract
❏ Contract Cover Sheet	Contract

Jessica Makus
Special Districts Program Coord.
Ph: 406-447-8029
Fax: 406-447-8033



3402 Cooney Drive
Helena, MT 59602

jmakus@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

Date: November 14, 2024
To: Board of County Commissioners
From: Jessica Makus, Special Districts Program Coordinator
Subject: Contract with Hightop Construction, LLC, for Snow Removal in Rural Improvement Districts

Before you this morning is a contract with Hightop Construction, LLC, to provide snow removal and related services within various rural improvement districts (RIDs) throughout Lewis and Clark County. Work under this contract will be completed on an on-call basis as the need for this maintenance arises in RIDs.

This maintenance was solicited through a Request for Qualifications, which were due on October 16, 2024. This type of solicitation was used with the intent to create a roster of qualified contractors to work with through the 2024/2025 winter season. Eighteen Statements of Qualifications (SOQs) were received and reviewed by public works department staff based on information included in the SOQ.

Staff recommend approval of the contract with Hightop Construction, LLC, and authorize the Chair to sign contract documents.

LEWIS AND CLARK COUNTY PUBLIC WORKS INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as “COUNTY”, and **Hightop Construction, LLC**, herein referred to as “CONTRACTOR”, whose address is **238 Bonner Road, Helena, Montana, 59602**; phone number is **(406) 475-4828**; Contractor Registration Number is **C1479300**; and Federal Employee Identification Number is **33-1485569**.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to complete and perform the following services:

Plow snow and/or sand specific residential streets or other county properties when directed by the COUNTY as detailed in the attached and hereby incorporated Exhibit A, Request for Qualifications for 2024/2025 Winter Season Snow Removal Contractors.

2. INDEPENDENT CONTRACTOR: It is understood by the parties hereto that the CONTRACTOR is an independent contractor and that neither its principals nor its employees, if any, are employees of Lewis and Clark County for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to Montana Code Annotated (MCA) Section 39-71-401, the CONTRACTOR has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. COUNTY shall not have control over the performance of this agreement by CONTRACTOR or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONTRACTOR'S supplies or equipment.
3. WARRANTY: CONTRACTOR warrants that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. LIAISON: COUNTY'S designated liaison with the CONTRACTOR is Jenny Chambers, Director of Public Works or her designee. The CONTRACTOR'S designated liaison with the COUNTY is **Spencer Pullin**.
5. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall begin work upon approval of this Contract by both parties and extend through the end of the **2024/2025** winter snowplowing season.
6. COMPENSATION: COUNTY shall pay CONTRACTOR an hourly rate by task as provided in the attached and hereby incorporated Exhibit B, 2024/2025 Winter Season Snow Removal Rates.

CONTRACTOR will submit invoices to COUNTY within 30 days of service and invoices will include date of service, name of person that requested service, specific service performed (itemized) with location of service, invoice number and cost for service. CONTRACTOR will invoice each RID separately. Invoices received by COUNTY sixty (60) days or more from service may not be paid.

7. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest.
8. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.
9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are the property of the COUNTY, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the CONTRACTOR. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
10. INDEMNIFICATION: CONTRACTOR waives all claims and recourse against County, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR will indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees.
11. INSURANCE: CONTRACTOR shall maintain the following insurances:
- A. General Liability Insurance- CONTRACTOR shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate.
- B. Workers Compensation Insurance- CONTRACTOR shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide an Independent Contractor Exemption Certificate issued by the State of Montana Department of Labor and Industry.
- C. Automobile Liability Insurance- CONTRACTOR shall maintain automobile liability under Paragraph 6.03.D. of the General Conditions from an insurance carrier licensed to do business in the State of Montana in the amount of:
- a) Bodily Injury:
- | | |
|---------------|-------------|
| Each Person | \$1,000,000 |
| Each Accident | \$1,000,000 |
- b) Property Damage:
- | | |
|--------------------------|-------------|
| Each accident | \$1,000,000 |
| (or) | |
| Combined Single Limit of | \$1,000,000 |

- c) Automobile Coverage to Include:
 - a. All owned Autos
 - b. All Hired Autos
 - c. All Non-Owned Autos

CONTRACTOR's Automobile Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer's Liability.

Proof of general liability, workers compensation insurance, and automobile liability insurance shall be provided to the COUNTY prior to commencing work under this Contract. The COUNTY must be listed as an additional insured on the general liability insurance certificate.

12. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations. CONTRACTOR or subcontractors doing work under this Contract will be required to obtain registration with the Montana Department of Labor and Industry. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract.
13. NONDISCRIMINATION: CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
14. PREFERENCE: CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with MCA Section 18-2-403 (1). Pursuant to MCA Section 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project will be bona fide Montana residents.
15. SPECIAL FUEL PERMIT: As stated in MCA Section 15-70-403(8-9), fuels used by the CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.
16. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: The parties understand and agree that performance of this Contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
17. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Contract, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
18. TERMINATION OF CONTRACT: Either party, upon thirty (30) days written notice to the other party, may terminate this Contract.

COUNTY:

CONTRACTOR:

Date: _____

Date: 10/31/24

Andy Hunthausen, Chair
Board of County Commissioners
Lewis and Clark County

Spencer Pullin
Spencer Pullin, Member/Manager
Hightop Construction, LLC.

ATTEST:

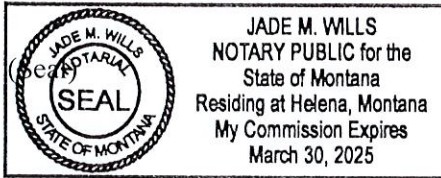
State of Montana
County of Lewis and Clark

Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me
on 10/31/2024 [date] by Spencer Pullin as
Member/Manager of Hightop Construction, LLC.

(Seal)

Jade M. Wills
(Signature of Notarial Officer)





LEWIS AND CLARK COUNTY

Public Works Department

LEWIS AND CLARK COUNTY, MONTANA REQUEST FOR QUALIFICATIONS SNOW REMOVAL AND RELATED SERVICES FOR THE HELENA VALLEY RURAL IMPROVEMENT DISTRICTS

Introduction

Lewis and Clark County (hereafter, the "County") is soliciting Statements of Qualifications (SOQ) to create a roster of qualified contractors to perform snow removal and related services within Rural Improvement Districts (RIDs) in Lewis and Clark County. The County will utilize the selected contractors through an on-call basis for the 2024/2025 winter season.

The County will review SOQs according to the criteria within this request. Once rostered, contractors will be required to supply a list of hourly rates for each snow removal equipment listed in the SOQ. Snow removal will be offered to the roster and contractor selections will be made based on cost, availability, equipment, and experience.

Any individual project with a total cost over \$25,000 will require a separate contract and be subject to prevailing wages and certified payroll reporting.

The County will oversee quality control, and contractors shall supply correct signage in accordance with the Manual on Uniform Traffic Control Devices for the safety of the traveling public during onsite work if needed, unless other arrangements are made through the County.

Scope of Services

Contractors will be requested to plow snow and/or apply sand to specific residential roads or other county properties as directed by the County. On occasion, heavy sanding may be requested, beyond what is normally applied. Rostered contractors will have the opportunity to include the cost for this additional service during contract negotiations.

County may order snow removal or related services directly for RIDs or set up trigger points for specific RIDs through solicitation. If a trigger point is established with a contractor in a specific RID or RIDs, the contractor shall remove snow when a snow event reaches the trigger point threshold established within the RID or RIDs.

Solicitation Timeline

Publication of Notices	September 7, September 14, 2024
Questions Due	September 16, 2024
Responses to Questions Posted on Website	September 20, 2024
SOQs Accepted Beginning Date	September 23, 2024
SOQ Final Acceptance Date	October 16, 2024

SOQ Submission Requirements

- Contractors shall submit **three (3) copies** of the Statement of Qualifications (SOQ)
- SOQs must be received no later than 4:00 PM on October 16, 2024
- SOQs must be sealed and prominently marked “**Snow Removal SOQ**”, and submitted to:
Lewis and Clark County Public Works Department
Attention: Snow Removal SOQ
3402 Cooney Drive
Helena, MT, 59602
- SOQs will be unsealed upon receipt beginning September 16, 2024, evaluated, and contracts offered immediately upon approval of qualifications. All SOQs must be received by October 16, 2024, to be considered for a contract.
- Contractors with questions related to this solicitation shall contact Jade Wills, at jwills@lccountymt.gov. Questions may be submitted until 4:00 PM on September 16, 2024. Responses to questions will be posted to the County’s website no later than September 20, 2024.
- A determination may be made of the contractor’s financial and operational stability to serve the County. Only SOQs from financially responsible organizations, as determined by the County, which are presently engaged in the business of providing snow removal and related services shall be considered.
- The County reserves the right to contact the selected contractor’s current and prior clients prior to the award of a contract.
- Any costs associated with the preparation of SOQs, product demonstrations, or any expenses related to responding to this solicitation are the sole responsibility of the contractor.

SOQ Content Requirements

- Name, address, contact information, Tax ID Number, Contractor Registration Number, and authorized signature of official approving the statement of qualifications.
- List of available equipment.
- A minimum of two (2) references from projects completed within the last year.

Types of equipment and a minimum of two (2) references should be summarized on the following worksheet and submitted with the completed signature page.

Insurance

General Liability Insurance – Contractor shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000) for each occurrence (minimum) and two million dollars (\$2,000,000) aggregate. The County must be listed as an additional insured on the liability insurance certificate.

Workers Compensation Insurance – Contractor shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide a Workers Compensation Exemption Certificate.

Automobile Liability Insurance – Contractor shall maintain automobile liability from an insurance carrier licensed to do business in the State of Montana with the following limits:

a) Bodily Injury:

Each Person	\$1,000,000
Each Accident	\$1,000,000

b) Property Damage:

Each accident	\$1,000,000
(or)	
Combined Single Limit of	\$1,000,000

c) Automobile Coverage to Include:

- a. All owned Autos
- b. All Hired Autos
- c. All Non-Owned Autos

Contractor's Automobile Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer's Liability. Proof of general liability, workers compensation insurance and automobile liability insurance shall be provided to the County upon contract execution and prior to commencing any work.

Selection

All qualified contractors will be offered a contract. A contract is not a guarantee that services will be solicited. To be qualified, contractors must:

1. Be a registered Contractor with the State of Montana in good standing.
2. Be able to meet all insurance requirements.
3. Submit a Statement of Qualifications by October 16, 2024.
4. Contractors with unsatisfactory prior County contract performance that resulted in contract cancellation will not be considered.

Compensation

Each RID must be invoiced separately for work completed and invoices shall be submitted within 30 days of completion. Invoices shall include:

- Contractor/Company name.
- RID name.
- Date of service.
- Invoice number.
- Type of service performed.
- Hourly cost for service that matches contract specifications.
- Materials cost provided above a typical sanding (for heavy applications of sand).
- Total cost for service.

STATEMENT OF QUALIFICATIONS

The following is a list of equipment available to perform listed activities:

EQUIPMENT LIST:

Plow Truck	
Snow blower	
Tire Chaining	
Shovels	
Sanders	

REFERENCE 1:

Contact Name:	Tyler Wood
Business Name:	Browline Property Services
Address:	4560 N Montana Helena MT
Telephone:	406 465-2121
Email:	browlineproperty@gmail
Project Type/Date:	Snow break

REFERENCE 2:

Contact Name:	Jacob Wenger
Business Name:	ENERGISYSTEMS
Address:	1016 prairie Rd Helena MT
Telephone:	406 262-3447
Email:	Jacob@energisisystems
Project Type/Date:	Painting / Dog Door

THE UNDERSIGNED CONTRACTOR has become familiar with the services solicited by Lewis and Clark County. The Contractor agrees to follow and abide by all laws required in the State of Montana and Lewis and Clark County. The Contractor, having satisfied themselves of the services, does submit the statement of qualifications as follows:

THE CONTRACTOR HEREBY PROPOSES AND AGREES, if this SOQ is accepted, to enter into an Agreement, and assumes all obligations, duties, and responsibilities specified herein:

THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES:

1. This statement of qualifications is genuine and is not made in the interest of, or in the behalf of, any undisclosed person or firm, and is not submitted as a result of any agreement with any association, corporation, or group.
2. The Contractor has not directly or indirectly induced or solicited any other Contractors to put in a false or sham statement of qualifications.
3. The Contractor has not solicited or induced any person or firm to refrain from also submitting a statement of qualifications.
4. The Contractor has not sought by collusion to obtain any advantage over any other Contractor or over Lewis and Clark County.

Contractor Business Name: H:gh TOP CONSTRUCTION
Business Address: 238 Bonner Rd
Helena, MT 59602
Point of Contact Name: Spencer James Pullin
Telephone No.: 406-475-4828
Contact E-Mail: Spencer.J.Pullin@gmail.com
Tax ID Number 33-1495569
Contractor Registration No.: _____

Signature of authorized company official approving the SOQ as submitted:

Spencer James Pullin — SPULLIN
[sign here]

Name: Spencer James Pullin
Title: Owner
Date: 10/8/2024

Submit completed SOQ to:

Lewis and Clark County Public Works Department
Attention: Snow Removal SOQ
3402 Cooney Drive
Helena MT, 59602

Standard Terms and Conditions

By submitting a response to this Request for Qualifications, the contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. Authority

This Request for Qualifications (RFQ) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFQ process is a procurement option which allows the award to be based on evaluation of contractor qualifications. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFQ will be used. Lewis and Clark County (herein, the "County") reserves the right to accept or reject any or all statements of qualifications, wholly or in part, and to make awards in any manner deemed in the best interest of the County.

2. Competition

Lewis and Clark County encourages free and open competition among contractors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

Prior to the award of the contract, statements of qualifications may be held by Lewis and Clark County for a period not to exceed 90 days from the date of the opening of statements of qualifications for the purpose of reviewing statements of qualifications and investigating the qualifications of the contractors.

3. Public Inspection of Statement of Qualifications

All information received in response to this RFQ, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the statement of qualifications deadline.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The purchasing officer will remove any such trade secrets from the SOQ prior to public viewing.

4. Bona Fide Trade Secrets

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the purchasing officer, the evaluation committee members, and limited other designees. Before the SOQ is made available to the public, the purchasing officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the statement of qualification; and
- No confidential material is contained in the qualification section; and

- An affidavit from the contractor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the statement of qualifications.

The contractor shall pay all legal costs and fees associated with defending a claim for confidentiality if a "right to know" request is received from another party.

In order for a contractor to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the contractor's attorney acknowledging that material included in a statement of qualification is open to public inspection except for information that meets the provisions of Montana's Uniform Trade Secrets Act.

5. Classification of Statement of Qualifications as Responsive or Non-responsive

All statements of qualifications will be classified as either "responsive" or "non-responsive." A statement of qualifications is considered "responsive" if it conforms in all material respects to the requirements of the RFQ. A statement of qualifications may be found non-responsive if:

- Required information is not provided.
- The statement of qualifications does not conform to the specifications described and required in the RFQ.

If a statement of qualifications is found to be non-responsive, it will receive no further consideration.

6. Determination of Contractor Responsibility

The purchasing officer and/or the selection committee will decide whether a contractor has met the standards of responsibility based on the requirements of the RFQ. Factors used to determine the responsibility may include whether the contractor has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

A contractor may be deemed "non-responsible" at any time during the procurement process if information surfaces to support such a determination.

7. Evaluation of Statements of Qualifications and Contractor Interviews/Product Demonstration

The remaining statements of qualifications will be scored according to the evaluation criteria stated herein. The selection committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole

responsibility of the contractor.

8. County's Right to Investigate and Reject

Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the contractor to provide the product or services specified. The County reserves the right to reject any statement of qualifications if the evidence obtained fails to satisfy the County that the contractor is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a statement of qualifications based on negative references.

9. Contractor Selection and Contract Execution

After an evaluation of the contractor, interviews, and/or product demonstrations, the selection committee will recommend a contract award, which the purchasing officer will communicate to the contractor selected. The County intends to award a contract to all qualified contractors. The work described in the RFQ may begin only after the contract is signed by all parties.

10. County's Rights Reserved

Submission of a statement of qualifications confers no rights upon any contractor and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional statements of qualifications at a later date.

The RFQ in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ;
- Reject any or all statements of qualifications received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

11. Nondiscrimination

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Contractors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Contractors and the awardee and any of the contractors' and the awardee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any contractor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

12. Cone of Silence

A cone of silence shall be established on all Lewis and Clark County competitive selection processes. The cone of silence prohibits any communication regarding a competitive solicitation between any contractor (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County official (elected or appointed), employee, selection committee member, or other persons authorized to act on behalf of the County other than the individual outlined as the point of contact in this solicitation.

The cone of silence shall be in effect from the time of advertisement until contract award. Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications with the established point of contact in this solicitation or at any public proceeding or meeting.

The cone of silence shall terminate when the Board or a County employee authorized to act on behalf of the Board awards or approves the Contract, rejects all offers or responses, or otherwise takes action to end the selection process.

13. Protest Procedure

A contractor aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

End of Request for Qualifications

EXHIBIT B
LEWIS AND CLARK COUNTY PUBLIC WORKS
2024/2025 WINTER SEASON SNOW REMOVAL RATES

Contractor/Company Name: Hightop Construction, LLC.		
Equipment List:	No. of Units	Rate per Hour
Highway Snowplow with Sanding	-	N/A
Pickup Snowplow with Sanding	-	N/A
Sanding Only	-	N/A
Motor Grader	-	N/A
Loader	-	N/A
<i>Other (Please List):</i>		
Pickup Snowplow		\$190.00



CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant. This form does not apply to grant awards, grant contracts, sub-awards, or intergovernmental agreements. Include this completed form as a standalone attachment in Novus when submitting the contract for approval.

- Project Name/Novus Title:
- Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
- Procurement method: **NOT APPLICABLE** (Explain in comment box)
 - For methods other than Small Purchase, attach documentation of procurement method used (e.g., limited solicitation summary form or copy of formal solicitation).
- Purchase is an exception from standard procurement procedures, per county policy: **YES** **NO**
 - If YES, provide exception request form.
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in 18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to performance and payment bonds per 18-2-201, MCA? **YES** **NO**
- Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - If YES, submit CGR form to Finance Department.
- Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**

Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). Debarment/suspension checks are done in the System for Award Management (SAM; www.sam.gov), which requires a login to access. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file. If available, provide the contractor's Unique Entity Identifier (UEI) below; debarment/suspension checks are most easily completed with UEIs.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:



Contract Between Lewis and Clark County and Korpi Lawn & Landscape, Inc. (Jessica Makus)

Presented By:

Summary:

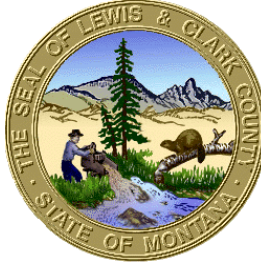
The Commissioners will consider the contract with Korpi Lawn & Landscape, Inc. for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Memo	Staff Report
<input type="checkbox"/> Contract	Contract
<input type="checkbox"/> Exhibit A	Contract
<input type="checkbox"/> Exhibit B	Contract
<input type="checkbox"/> Contract Cover Sheet	Contract

Jessica Makus
Special Districts Program Coord.
Ph: 406-447-8029
Fax: 406-447-8033



3402 Cooney Drive
Helena, MT 59602

jmakus@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

Date: November 14, 2024
To: Board of County Commissioners
From: Jessica Makus, Special Districts Program Coordinator
Subject: Contract with Korpi Lawn & Landscape, Inc., for Snow Removal in Rural Improvement Districts

Before you this morning is a contract with Korpi Lawn & Landscape, Inc., to provide snow removal and related services within various rural improvement districts (RIDs) throughout Lewis and Clark County. Work under this contract will be completed on an on-call basis as the need for this maintenance arises in RIDs.

This maintenance was solicited through a Request for Qualifications, which were due on October 16, 2024. This type of solicitation was used with the intent to create a roster of qualified contractors to work with through the 2024/2025 winter season. Eighteen Statements of Qualifications (SOQs) were received and reviewed by public works department staff based on information included in the SOQ.

Staff recommend approval of the contract with Korpi Lawn & Landscape, Inc., and authorize the Chair to sign contract documents.

LEWIS AND CLARK COUNTY PUBLIC WORKS INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as "COUNTY", and **Korpi Lawn & Landscape, Inc.** herein referred to as "CONTRACTOR", whose address is **4303 Frontage Drive, Helena, Montana, 59602**; phone number is **(406) 458-8965** Contractor Registration Number is **160744** and Federal Employee Identification Number is **75-3240295**.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to complete and perform the following services:

Plow snow and/or sand specific residential streets or other county properties when directed by the COUNTY as detailed in the attached and hereby incorporated Exhibit A, Request for Qualifications for 2024/2025 Winter Season Snow Removal Contractors.

2. INDEPENDENT CONTRACTOR: It is understood by the parties hereto that the CONTRACTOR is an independent contractor and that neither its principals nor its employees, if any, are employees of Lewis and Clark County for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to Montana Code Annotated (MCA) Section 39-71-401, the CONTRACTOR has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. COUNTY shall not have control over the performance of this agreement by CONTRACTOR or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONTRACTOR'S supplies or equipment.
3. WARRANTY: CONTRACTOR warrants that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. LIAISON: COUNTY'S designated liaison with the CONTRACTOR is Jenny Chambers, Director of Public Works or her designee. The CONTRACTOR'S designated liaison with the COUNTY is **Adam Korpi**.
5. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall begin work upon approval of this Contract by both parties and extend through the end of the **2024/2025** winter snowplowing season.
6. COMPENSATION: COUNTY shall pay CONTRACTOR an hourly rate by task as provided in the attached and hereby incorporated Exhibit B, 2024/2025 Winter Season Snow Removal Rates.

CONTRACTOR will submit invoices to COUNTY within 30 days of service and invoices will include date of service, name of person that requested service, specific service performed (itemized) with location of service, invoice number and cost for service. CONTRACTOR will invoice each RID separately. Invoices received by COUNTY sixty (60) days or more from service may not be paid.

7. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest.
8. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.
9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are the property of the COUNTY, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the CONTRACTOR. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
10. INDEMNIFICATION: CONTRACTOR waives all claims and recourse against County, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR will indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees.
11. INSURANCE: CONTRACTOR shall maintain the following insurances:
- A. General Liability Insurance- CONTRACTOR shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate.
- B. Workers Compensation Insurance- CONTRACTOR shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide an Independent Contractor Exemption Certificate issued by the State of Montana Department of Labor and Industry.
- C. Automobile Liability Insurance- CONTRACTOR shall maintain automobile liability under Paragraph 6.03.D. of the General Conditions from an insurance carrier licensed to do business in the State of Montana in the amount of:
- a) Bodily Injury:
- | | |
|---------------|-------------|
| Each Person | \$1,000,000 |
| Each Accident | \$1,000,000 |
- b) Property Damage:
- | | |
|--------------------------|-------------|
| Each accident | \$1,000,000 |
| (or) | |
| Combined Single Limit of | \$1,000,000 |

- c) Automobile Coverage to Include:
 - a. All owned Autos
 - b. All Hired Autos
 - c. All Non-Owned Autos

CONTRACTOR's Automobile Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer's Liability.

Proof of general liability, workers compensation insurance, and automobile liability insurance shall be provided to the COUNTY prior to commencing work under this Contract. The COUNTY must be listed as an additional insured on the general liability insurance certificate.

- 12. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations. CONTRACTOR or subcontractors doing work under this Contract will be required to obtain registration with the Montana Department of Labor and Industry. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract.
- 13. NONDISCRIMINATION: CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
- 14. PREFERENCE: CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with MCA Section 18-2-403 (1). Pursuant to MCA Section 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project will be bona fide Montana residents.
- 15. SPECIAL FUEL PERMIT: As stated in MCA Section 15-70-403(8-9), fuels used by the CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.
- 16. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: The parties understand and agree that performance of this Contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
- 17. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Contract, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
- 18. TERMINATION OF CONTRACT: Either party, upon thirty (30) days written notice to the other party, may terminate this Contract.

COUNTY:

CONTRACTOR:

Date: _____

Date: 10-30-24

Andy Hunthausen, Chair
Board of County Commissioners
Lewis and Clark County

Adam Korpi, CEO
Korpi Lawn & Landscape, Inc.

ATTEST:

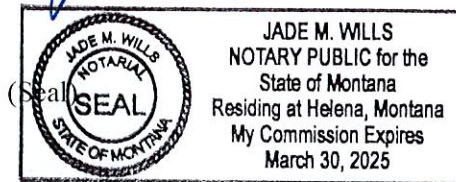
State of Montana
County of Lewis and Clark

Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me
on 10/30/2024 [date] by Adam Korpi as CEO
of Korpi Lawn & Landscape, Inc.

(Seal)

Jade M. Wills
(Signature of Notarial Officer)





LEWIS AND CLARK COUNTY

Public Works Department

LEWIS AND CLARK COUNTY, MONTANA REQUEST FOR QUALIFICATIONS SNOW REMOVAL AND RELATED SERVICES FOR THE HELENA VALLY RURAL IMPROVEMENT DISTRICTS

Introduction

Lewis and Clark County (hereafter, the “County”) is soliciting Statements of Qualifications (SOQ) to create a roster of qualified contractors to perform snow removal and related services within Rural Improvement Districts (RIDs) in Lewis and Clark County. The County will utilize the selected contractors through an on-call basis for the 2024/2025 winter season.

The County will review SOQs according to the criteria within this request. Once rostered, contractors will be required to supply a list of hourly rates for each snow removal equipment listed in the SOQ. Snow removal will be offered to the roster and contractor selections will be made based on cost, availability, equipment, and experience.

Any individual project with a total cost over \$25,000 will require a separate contract and be subject to prevailing wages and certified payroll reporting.

The County will oversee quality control, and contractors shall supply correct signage in accordance with the Manual on Uniform Traffic Control Devices for the safety of the traveling public during onsite work if needed, unless other arrangements are made through the County.

Scope of Services

Contractors will be requested to plow snow and/or apply sand to specific residential roads or other county properties as directed by the County. On occasion, heavy sanding may be requested, beyond what is normally applied. Rostered contractors will have the opportunity to include the cost for this additional service during contract negotiations.

County may order snow removal or related services directly for RIDs or set up trigger points for specific RIDs through solicitation. If a trigger point is established with a contractor in a specific RID or RIDs, the contractor shall remove snow when a snow event reaches the trigger point threshold established within the RID or RIDs.

Solicitation Timeline

Publication of Notices	September 7, September 14, 2024
Questions Due	September 16, 2024
Responses to Questions Posted on Website	September 20, 2024
SOQs Accepted Beginning Date	September 23, 2024
SOQ Final Acceptance Date	October 16, 2024

SOQ Submission Requirements

- Contractors shall submit **three (3) copies** of the Statement of Qualifications (SOQ)
- SOQs must be received no later than 4:00 PM on October 16, 2024
- SOQs must be sealed and prominently marked “**Snow Removal SOQ**”, and submitted to:
Lewis and Clark County Public Works Department
Attention: Snow Removal SOQ
3402 Cooney Drive
Helena, MT, 59602
- SOQs will be unsealed upon receipt beginning September 16, 2024, evaluated, and contracts offered immediately upon approval of qualifications. All SOQs must be received by October 16, 2024, to be considered for a contract.
- Contractors with questions related to this solicitation shall contact Jade Wills, at jwills@lccountymt.gov. Questions may be submitted until 4:00 PM on September 16, 2024. Responses to questions will be posted to the County’s website no later than September 20, 2024.
- A determination may be made of the contractor’s financial and operational stability to serve the County. Only SOQs from financially responsible organizations, as determined by the County, which are presently engaged in the business of providing snow removal and related services shall be considered.
- The County reserves the right to contact the selected contractor’s current and prior clients prior to the award of a contract.
- Any costs associated with the preparation of SOQs, product demonstrations, or any expenses related to responding to this solicitation are the sole responsibility of the contractor.

SOQ Content Requirements

- Name, address, contact information, Tax ID Number, Contractor Registration Number, and authorized signature of official approving the statement of qualifications.
- List of available equipment.
- A minimum of two (2) references from projects completed within the last year.

Types of equipment and a minimum of two (2) references should be summarized on the following worksheet and submitted with the completed signature page.

Insurance

General Liability Insurance – Contractor shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000) for each occurrence (minimum) and two million dollars (\$2,000,000) aggregate. The County must be listed as an additional insured on the liability insurance certificate.

Workers Compensation Insurance – Contractor shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide a Workers Compensation Exemption Certificate.

Automobile Liability Insurance – Contractor shall maintain automobile liability from an insurance carrier licensed to do business in the State of Montana with the following limits:

a) Bodily Injury:

Each Person	\$1,000,000
Each Accident	\$1,000,000

b) Property Damage:

Each accident	\$1,000,000
(or)	
Combined Single Limit of	\$1,000,000

c) Automobile Coverage to Include:

- a. All owned Autos
- b. All Hired Autos
- c. All Non-Owned Autos

Contractor's Automobile Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer's Liability. Proof of general liability, workers compensation insurance and automobile liability insurance shall be provided to the County upon contract execution and prior to commencing any work.

Selection

All qualified contractors will be offered a contract. A contract is not a guarantee that services will be solicited. To be qualified, contractors must:

1. Be a registered Contractor with the State of Montana in good standing.
2. Be able to meet all insurance requirements.
3. Submit a Statement of Qualifications by October 16, 2024.
4. Contractors with unsatisfactory prior County contract performance that resulted in contract cancellation will not be considered.

Compensation

Each RID must be invoiced separately for work completed and invoices shall be submitted within 30 days of completion. Invoices shall include:

- Contractor/Company name.
- RID name.
- Date of service.
- Invoice number.
- Type of service performed.
- Hourly cost for service that matches contract specifications.
- Materials cost provided above a typical sanding (for heavy applications of sand).
- Total cost for service.

STATEMENT OF QUALIFICATIONS

The following is a list of equipment available to perform listed activities:

EQUIPMENT LIST:

9 pickup 2500-3500 plow trucks with v-plows	
2 5500 plow trucks with v-plows	
2 automatic sanding trucks	

REFERENCE 1:

Contact Name:	Duane McGreggor
Business Name:	ST. Peters Health
Address:	2475 Broadway
	Helena, MT. 59601
Telephone:	970-556-8178
Email:	du.mcgregor@gmail.com
Project Type/Date:	Snow Removal for all St. Peters Helath locations

REFERENCE 2:

Contact Name:	Daniel M
Business Name:	Costco
Address:	2195 E Custer Ave
	Helena, MT. 59602
Telephone:	406-495-7090
Email:	mgr633@costco.com
Project Type/Date:	Snow Removal for the last 16 years

THE UNDERSIGNED CONTRACTOR has become familiar with the services solicited by Lewis and Clark County. The Contractor agrees to follow and abide by all laws required in the State of Montana and Lewis and Clark County. The Contractor, having satisfied themselves of the services, does submit the statement of qualifications as follows:

THE CONTRACTOR HEREBY PROPOSES AND AGREES, if this SOQ is accepted, to enter into an Agreement, and assumes all obligations, duties, and responsibilities specified herein:

THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES:

1. This statement of qualifications is genuine and is not made in the interest of, or in the behalf of, any undisclosed person or firm, and is not submitted as a result of any agreement with any association, corporation, or group.
2. The Contractor has not directly or indirectly induced or solicited any other Contractors to put in a false or sham statement of qualifications.
3. The Contractor has not solicited or induced any person or firm to refrain from also submitting a statement of qualifications.
4. The Contractor has not sought by collusion to obtain any advantage over any other Contractor or over Lewis and Clark County.

Contractor Business Name: Korpi Lawn & Landscape, Inc.
Business Address: 4303 Frontage Dr
Helena , MT. 59602
Point of Contact Name: Adam Korpi
Telephone No.: 406-458-8965
Contact E-Mail: adam k@korpilawnandlandscape.com
Tax ID Number 75-3240295
Contractor Registration No.: 160744

Signature of authorized company official approving the SOQ as submitted:

[sign here]

Name: Adam Korpi

Title: CEO

Date: 10/14/2024

Submit completed SOQ to:

Lewis and Clark County Public Works Department
Attention: Snow Removal SOQ
3402 Cooney Drive
Helena MT, 59602

Standard Terms and Conditions

By submitting a response to this Request for Qualifications, the contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. Authority

This Request for Qualifications (RFQ) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFQ process is a procurement option which allows the award to be based on evaluation of contractor qualifications. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFQ will be used. Lewis and Clark County (herein, the "County") reserves the right to accept or reject any or all statements of qualifications, wholly or in part, and to make awards in any manner deemed in the best interest of the County.

2. Competition

Lewis and Clark County encourages free and open competition among contractors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

Prior to the award of the contract, statements of qualifications may be held by Lewis and Clark County for a period not to exceed 90 days from the date of the opening of statements of qualifications for the purpose of reviewing statements of qualifications and investigating the qualifications of the contractors.

3. Public Inspection of Statement of Qualifications

All information received in response to this RFQ, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the statement of qualifications deadline.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The purchasing officer will remove any such trade secrets from the SOQ prior to public viewing.

4. Bona Fide Trade Secrets

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the purchasing officer, the evaluation committee members, and limited other designees. Before the SOQ is made available to the public, the purchasing officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the statement of qualification; and
- No confidential material is contained in the qualification section; and

- An affidavit from the contractor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the statement of qualifications.

The contractor shall pay all legal costs and fees associated with defending a claim for confidentiality if a "right to know" request is received from another party.

In order for a contractor to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the contractor's attorney acknowledging that material included in a statement of qualification is open to public inspection except for information that meets the provisions of Montana's Uniform Trade Secrets Act.

5. Classification of Statement of Qualifications as Responsive or Non-responsive

All statements of qualifications will be classified as either "responsive" or "non-responsive." A statement of qualifications is considered "responsive" if it conforms in all material respects to the requirements of the RFQ. A statement of qualifications may be found non-responsive if:

- Required information is not provided.
- The statement of qualifications does not conform to the specifications described and required in the RFQ.

If a statement of qualifications is found to be non-responsive, it will receive no further consideration.

6. Determination of Contractor Responsibility

The purchasing officer and/or the selection committee will decide whether a contractor has met the standards of responsibility based on the requirements of the RFQ. Factors used to determine the responsibility may include whether the contractor has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

A contractor may be deemed "non-responsible" at any time during the procurement process if information surfaces to support such a determination.

7. Evaluation of Statements of Qualifications and Contractor Interviews/Product Demonstration

The remaining statements of qualifications will be scored according to the evaluation criteria stated herein. The selection committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole

responsibility of the contractor.

8. County's Right to Investigate and Reject

Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the contractor to provide the product or services specified. The County reserves the right to reject any statement of qualifications if the evidence obtained fails to satisfy the County that the contractor is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a statement of qualifications based on negative references.

9. Contractor Selection and Contract Execution

After an evaluation of the contractor, interviews, and/or product demonstrations, the selection committee will recommend a contract award, which the purchasing officer will communicate to the contractor selected. The County intends to award a contract to all qualified contractors. The work described in the RFQ may begin only after the contract is signed by all parties.

10. County's Rights Reserved

Submission of a statement of qualifications confers no rights upon any contractor and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional statements of qualifications at a later date.

The RFQ in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ;
- Reject any or all statements of qualifications received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

11. Nondiscrimination

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Contractors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Contractors and the awardee and any of the contractors' and the awardee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any contractor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

12. Cone of Silence

A cone of silence shall be established on all Lewis and Clark County competitive selection processes. The cone of silence prohibits any communication regarding a competitive solicitation between any contractor (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County official (elected or appointed), employee, selection committee member, or other persons authorized to act on behalf of the County other than the individual outlined as the point of contact in this solicitation.

The cone of silence shall be in effect from the time of advertisement until contract award. Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications with the established point of contact in this solicitation or at any public proceeding or meeting.

The cone of silence shall terminate when the Board or a County employee authorized to act on behalf of the Board awards or approves the Contract, rejects all offers or responses, or otherwise takes action to end the selection process.

13. Protest Procedure

A contractor aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

End of Request for Qualifications

Appendix Korpi Lawn and Landscape Equipment Rate 10/14/2024

Plowing of Road	Pickup 2500-3500	185 per Hour
Plowing of Road	Truck 5500	205 per Hour
Salt Sanding 90/10%	2 Yard Truck	150 per yard applied

EXHIBIT B
LEWIS AND CLARK COUNTY PUBLIC WORKS
2024/2025 WINTER SEASON SNOW REMOVAL RATES

Contractor/Company Name: Korpi Lawn & Landscape, Inc.		
Equipment List:	No. of Units	Rate per Hour
Highway Snowplow with Sanding	-	N/A
Pickup Snowplow with Sanding	-	N/A
Sanding Only	-	\$150.00/yard
Motor Grader	-	N/A
Loader	-	N/A
<i>Other (Please List):</i>		
Pickup (2500-3500) Snowplow	9	\$185.00
Pickup (5500) Snowplow	2	\$205.00
Salt Sanding 90/10% (2 Yard Truck)	2	\$150.00/yard



CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant. This form does not apply to grant awards, grant contracts, sub-awards, or intergovernmental agreements. Include this completed form as a standalone attachment in Novus when submitting the contract for approval.

- Project Name/Novus Title:
- Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
- Procurement method: **NOT APPLICABLE** (Explain in comment box)
 - For methods other than Small Purchase, attach documentation of procurement method used (e.g., limited solicitation summary form or copy of formal solicitation).
- Purchase is an exception from standard procurement procedures, per county policy: **YES** **NO**
 - If YES, provide exception request form.
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in 18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to performance and payment bonds per 18-2-201, MCA? **YES** **NO**
- Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - If YES, submit CGR form to Finance Department.
- Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**

Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). Debarment/suspension checks are done in the System for Award Management (SAM; www.sam.gov), which requires a login to access. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file. If available, provide the contractor's Unique Entity Identifier (UEI) below; debarment/suspension checks are most easily completed with UEIs.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:



Contract Between Lewis and Clark County and MJC Property Maintenance, LLC. (Jessica Makus)

Presented By:

Summary:

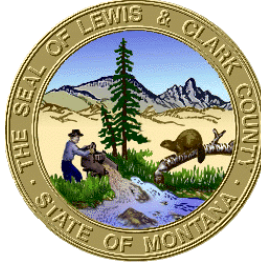
The Commissioners will consider the contract with MJC Property Maintenance, LLC for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Contract	Staff Report
<input type="checkbox"/>	Exhibit A	Contract
<input type="checkbox"/>	Exhibit B	Contract
<input type="checkbox"/>	Contract Cover Sheet	Contract

Jessica Makus
Special Districts Program Coord.
Ph: 406-447-8029
Fax: 406-447-8033



3402 Cooney Drive
Helena, MT 59602

jmakus@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

Date: November 14, 2024
To: Board of County Commissioners
From: Jessica Makus, Special Districts Program Coordinator
Subject: Contract with MJC Property Maintenance, LLC, for Snow Removal in Rural Improvement Districts

Before you this morning is a contract with MJC Property Maintenance, LLC, to provide snow removal and related services within various rural improvement districts (RIDs) throughout Lewis and Clark County. Work under this contract will be completed on an on-call basis as the need for this maintenance arises in RIDs.

This maintenance was solicited through a Request for Qualifications, which were due on October 16, 2024. This type of solicitation was used with the intent to create a roster of qualified contractors to work with through the 2024/2025 winter season. Eighteen Statements of Qualifications (SOQs) were received and reviewed by public works department staff based on information included in the SOQ.

Staff recommend approval of the contract with MJC Property Maintenance, LLC, and authorize the Chair to sign contract documents.

LEWIS AND CLARK COUNTY PUBLIC WORKS INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as "COUNTY", and **MJC Property Maintenance, LLC** herein referred to as "CONTRACTOR", whose address is **4501 Woodchuck Drive, Helena, Montana, 59602**; phone number is **(406) 431-6144**; Contractor Registration Number is **320363IC**; and Federal Employee Identification Number is **93-3689463**.

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES:** COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to complete and perform the following services:

Plow snow and/or sand specific residential streets or other county properties when directed by the COUNTY as detailed in the attached and hereby incorporated Exhibit A, Request for Qualifications for 2024/2025 Winter Season Snow Removal Contractors.

2. **INDEPENDENT CONTRACTOR:** It is understood by the parties hereto that the CONTRACTOR is an independent contractor and that neither its principals nor its employees, if any, are employees of Lewis and Clark County for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to Montana Code Annotated (MCA) Section 39-71-401, the CONTRACTOR has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. COUNTY shall not have control over the performance of this agreement by CONTRACTOR or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONTRACTOR'S supplies or equipment.
3. **WARRANTY:** CONTRACTOR warrants that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. **LIAISON:** COUNTY'S designated liaison with the CONTRACTOR is Jenny Chambers, Director of Public Works or her designee. The CONTRACTOR'S designated liaison with the COUNTY is **Mike Cote**.
5. **EFFECTIVE DATE AND TIME OF PERFORMANCE:** CONTRACTOR shall begin work upon approval of this Contract by both parties and extend through the end of the **2024/2025** winter snowplowing season.
6. **COMPENSATION:** COUNTY shall pay CONTRACTOR an hourly rate by task as provided in the attached and hereby incorporated **Exhibit B**, 2024/2025 Winter Season Snow Removal Rates.

CONTRACTOR will submit invoices to COUNTY within 30 days of service and invoices will include date of service, name of person that requested service, specific service performed (itemized) with location of service, invoice number and cost for service. CONTRACTOR will invoice each RID separately. Invoices received by COUNTY sixty (60) days or more from service may not be paid.

7. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest.
8. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.
9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are the property of the COUNTY, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the CONTRACTOR. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
10. INDEMNIFICATION: CONTRACTOR waives all claims and recourse against County, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR will indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees.
11. INSURANCE: CONTRACTOR shall maintain the following insurances:
- A. General Liability Insurance- CONTRACTOR shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate.
- B. Workers Compensation Insurance- CONTRACTOR shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide an Independent Contractor Exemption Certificate issued by the State of Montana Department of Labor and Industry.
- C. Automobile Liability Insurance- CONTRACTOR shall maintain automobile liability under Paragraph 6.03.D. of the General Conditions from an insurance carrier licensed to do business in the State of Montana in the amount of:
- a) Bodily Injury:
- | | |
|---------------|-------------|
| Each Person | \$1,000,000 |
| Each Accident | \$1,000,000 |
- b) Property Damage:
- | | |
|--------------------------|-------------|
| Each accident | \$1,000,000 |
| (or) | |
| Combined Single Limit of | \$1,000,000 |

- c) Automobile Coverage to Include:
 - a. All owned Autos
 - b. All Hired Autos
 - c. All Non-Owned Autos

CONTRACTOR's Automobile Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer's Liability.

Proof of general liability, workers compensation insurance, and automobile liability insurance shall be provided to the COUNTY prior to commencing work under this Contract. The COUNTY must be listed as an additional insured on the general liability insurance certificate.

- 12. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations. CONTRACTOR or subcontractors doing work under this Contract will be required to obtain registration with the Montana Department of Labor and Industry. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract.
- 13. NONDISCRIMINATION: CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
- 14. PREFERENCE: CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with MCA Section 18-2-403 (1). Pursuant to MCA Section 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project will be bona fide Montana residents.
- 15. SPECIAL FUEL PERMIT: As stated in MCA Section 15-70-403(8-9), fuels used by the CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.
- 16. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: The parties understand and agree that performance of this Contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
- 17. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Contract, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
- 18. TERMINATION OF CONTRACT: Either party, upon thirty (30) days written notice to the other party, may terminate this Contract.

COUNTY:

CONTRACTOR:

Date: _____

Date: 10-24-2024

Andy Hunthausen, Chair
Board of County Commissioners
Lewis and Clark County


Mike Cote, Member/Manager
MJC Property Maintenance

ATTEST:

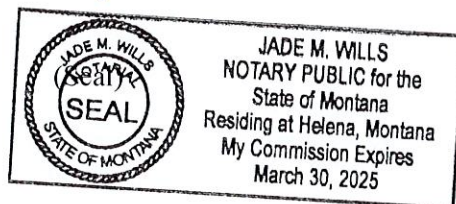
State of Montana
County of Lewis and Clark

Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me
on 10/24/2024 [date] by Mike Cote as
Member/Manager of MJC Property Maintenance.

(Seal)


(Signature of Notarial Officer)





LEWIS AND CLARK COUNTY

Public Works Department

LEWIS AND CLARK COUNTY, MONTANA REQUEST FOR QUALIFICATIONS SNOW REMOVAL AND RELATED SERVICES FOR THE HELENA VALLEY RURAL IMPROVEMENT DISTRICTS

Introduction

Lewis and Clark County (hereafter, the “County”) is soliciting Statements of Qualifications (SOQ) to create a roster of qualified contractors to perform snow removal and related services within Rural Improvement Districts (RIDs) in Lewis and Clark County. The County will utilize the selected contractors through an on-call basis for the 2024/2025 winter season.

The County will review SOQs according to the criteria within this request. Once rostered, contractors will be required to supply a list of hourly rates for each snow removal equipment listed in the SOQ. Snow removal will be offered to the roster and contractor selections will be made based on cost, availability, equipment, and experience.

Any individual project with a total cost over \$25,000 will require a separate contract and be subject to prevailing wages and certified payroll reporting.

The County will oversee quality control, and contractors shall supply correct signage in accordance with the Manual on Uniform Traffic Control Devices for the safety of the traveling public during onsite work if needed, unless other arrangements are made through the County.

Scope of Services

Contractors will be requested to plow snow and/or apply sand to specific residential roads or other county properties as directed by the County. On occasion, heavy sanding may be requested, beyond what is normally applied. Rostered contractors will have the opportunity to include the cost for this additional service during contract negotiations.

County may order snow removal or related services directly for RIDs or set up trigger points for specific RIDs through solicitation. If a trigger point is established with a contractor in a specific RID or RIDs, the contractor shall remove snow when a snow event reaches the trigger point threshold established within the RID or RIDs.

Solicitation Timeline

Publication of Notices	September 7, September 14, 2024
Questions Due	September 16, 2024
Responses to Questions Posted on Website	September 20, 2024
SOQs Accepted Beginning Date	September 23, 2024
SOQ Final Acceptance Date	October 16, 2024

SOQ Submission Requirements •

- Contractors shall submit **three (3) copies** of the Statement of Qualifications (SOQ)
- SOQs must be received no later than 4:00 PM on October 16, 2024
- SOQs must be sealed and prominently marked “**Snow Removal SOQ**”, and submitted to:
Lewis and Clark County Public Works Department
Attention: Snow Removal SOQ
3402 Cooney Drive
Helena, MT, 59602
- SOQs will be unsealed upon receipt beginning September 16, 2024, evaluated, and contracts offered immediately upon approval of qualifications. All SOQs must be received by October 16, 2024, to be considered for a contract.
- Contractors with questions related to this solicitation shall contact Jade Wills, at jwills@lccountymt.gov. Questions may be submitted until 4:00 PM on September 16, 2024. Responses to questions will be posted to the County’s website no later than September 20, 2024.
- A determination may be made of the contractor’s financial and operational stability to serve the County. Only SOQs from financially responsible organizations, as determined by the County, which are presently engaged in the business of providing snow removal and related services shall be considered.
- The County reserves the right to contact the selected contractor’s current and prior clients prior to the award of a contract.
- Any costs associated with the preparation of SOQs, product demonstrations, or any expenses related to responding to this solicitation are the sole responsibility of the contractor.

SOQ Content Requirements

- Name, address, contact information, Tax ID Number, Contractor Registration Number, and authorized signature of official approving the statement of qualifications.
- List of available equipment.
- A minimum of two (2) references from projects completed within the last year.

Types of equipment and a minimum of two (2) references should be summarized on the following worksheet and submitted with the completed signature page.

Insurance

General Liability Insurance – Contractor shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000) for each occurrence (minimum) and two million dollars (\$2,000,000) aggregate. The County must be listed as an additional insured on the liability insurance certificate.

Workers Compensation Insurance – Contractor shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide a Workers Compensation Exemption Certificate.

Automobile Liability Insurance – Contractor shall maintain automobile liability from an insurance carrier licensed to do business in the State of Montana with the following limits:

- a) Bodily Injury:

Each Person	\$1,000,000
Each Accident	\$1,000,000

- b) Property Damage:

Each accident	\$1,000,000
(or)	
Combined Single Limit of	\$1,000,000

- c) Automobile Coverage to Include:
 - a. All owned Autos
 - b. All Hired Autos
 - c. All Non-Owned Autos

Contractor's Automobile Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer's Liability. Proof of general liability, workers compensation insurance and automobile liability insurance shall be provided to the County upon contract execution and prior to commencing any work.

Selection

All qualified contractors will be offered a contract. A contract is not a guarantee that services will be solicited. To be qualified, contractors must:

1. Be a registered Contractor with the State of Montana in good standing.
2. Be able to meet all insurance requirements.
3. Submit a Statement of Qualifications by October 16, 2024.
4. Contractors with unsatisfactory prior County contract performance that resulted in contract cancellation will not be considered.

Compensation

Each RID must be invoiced separately for work completed and invoices shall be submitted within 30 days of completion. Invoices shall include:

- Contractor/Company name.
- RID name.
- Date of service.
- Invoice number.
- Type of service performed.
- Hourly cost for service that matches contract specifications.
- Materials cost provided above a typical sanding (for heavy applications of sand).
- Total cost for service.

STATEMENT OF QUALIFICATIONS

The following is a list of equipment available to perform listed activities:

EQUIPMENT LIST:

2016 Toyota Tundra/snowdoggs Vplow	
1990 Chevy/snowdoggs Vplow/2YARD sander	
1992 GMC/snow straight blade/1/2 sander	
2017 Arcticcat 4wheeler/plow	
Hand shovels	

REFERENCE 1:

Contact Name:	R J Gustafson
Business Name:	Pro Line Curbs
Address:	P.O. Box 618
	Belgrade, mt 59714
Telephone:	406-439-2577
Email:	ProLineCurbs@aol.com
Project Type/Date:	Trucking Transportation Landscaping, Curbs 2010 to present

REFERENCE 2:

Contact Name:	Michael Vadone
Business Name:	
Address:	646 Tamarack St
	Helena MT 59601
Telephone:	406.431.6322
Email:	mtadison@gmail.com
Project Type/Date:	Lawn care tree trimming hedge removal Fencing, plumbing moving furniture spring 2024 to present

THE UNDERSIGNED CONTRACTOR has become familiar with the services solicited by Lewis and Clark County. The Contractor agrees to follow and abide by all laws required in the State of Montana and Lewis and Clark County. The Contractor, having satisfied themselves of the services, does submit the statement of qualifications as follows:

THE CONTRACTOR HEREBY PROPOSES AND AGREES, if this SOQ is accepted, to enter into an Agreement, and assumes all obligations, duties, and responsibilities specified herein:

THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES:

1. This statement of qualifications is genuine and is not made in the interest of, or in the behalf of, any undisclosed person or firm, and is not submitted as a result of any agreement with any association, corporation, or group.
2. The Contractor has not directly or indirectly induced or solicited any other Contractors to put in a false or sham statement of qualifications.
3. The Contractor has not solicited or induced any person or firm to refrain from also submitting a statement of qualifications.
4. The Contractor has not sought by collusion to obtain any advantage over any other Contractor or over Lewis and Clark County.

Contractor Business Name: MJC Property Maintenance
Business Address: 4501 Woodchuck Dr
Helena, MT 59602
Point of Contact Name: Michael Same Cote
Telephone No.: 406-431-6144
Contact E-Mail: wild406trucking@gmail.com
Tax ID Number 93-3609463
Contractor Registration No.: 320363IC

Signature of authorized company official approving the SOQ as submitted:

Michael J Cote
[sign here]

Name: Mike J Cote

Title: Owner

Date: 10-10-2024

Submit completed SOQ to:

Lewis and Clark County Public Works Department
Attention: Snow Removal SOQ
3402 Cooney Drive
Helena MT, 59602

Standard Terms and Conditions

By submitting a response to this Request for Qualifications, the contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. Authority

This Request for Qualifications (RFQ) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFQ process is a procurement option which allows the award to be based on evaluation of contractor qualifications. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFQ will be used. Lewis and Clark County (herein, the "County") reserves the right to accept or reject any or all statements of qualifications, wholly or in part, and to make awards in any manner deemed in the best interest of the County.

2. Competition

Lewis and Clark County encourages free and open competition among contractors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

Prior to the award of the contract, statements of qualifications may be held by Lewis and Clark County for a period not to exceed 90 days from the date of the opening of statements of qualifications for the purpose of reviewing statements of qualifications and investigating the qualifications of the contractors.

3. Public Inspection of Statement of Qualifications

All information received in response to this RFQ, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the statement of qualifications deadline.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The purchasing officer will remove any such trade secrets from the SOQ prior to public viewing.

4. Bona Fide Trade Secrets

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the purchasing officer, the evaluation committee members, and limited other designees. Before the SOQ is made available to the public, the purchasing officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the statement of qualification; and
- No confidential material is contained in the qualification section; and

- An affidavit from the contractor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the statement of qualifications.

The contractor shall pay all legal costs and fees associated with defending a claim for confidentiality if a "right to know" request is received from another party.

In order for a contractor to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the contractor's attorney acknowledging that material included in a statement of qualification is open to public inspection except for information that meets the provisions of Montana's Uniform Trade Secrets Act.

5. Classification of Statement of Qualifications as Responsive or Non-responsive

All statements of qualifications will be classified as either "responsive" or "non-responsive." A statement of qualifications is considered "responsive" if it conforms in all material respects to the requirements of the RFQ. A statement of qualifications may be found non-responsive if:

- Required information is not provided.
- The statement of qualifications does not conform to the specifications described and required in the RFQ.

If a statement of qualifications is found to be non-responsive, it will receive no further consideration.

6. Determination of Contractor Responsibility

The purchasing officer and/or the selection committee will decide whether a contractor has met the standards of responsibility based on the requirements of the RFQ. Factors used to determine the responsibility may include whether the contractor has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

A contractor may be deemed "non-responsible" at any time during the procurement process if information surfaces to support such a determination.

7. Evaluation of Statements of Qualifications and Contractor Interviews/Product Demonstration

The remaining statements of qualifications will be scored according to the evaluation criteria stated herein. The selection committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole

responsibility of the contractor.

8. County's Right to Investigate and Reject

Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the contractor to provide the product or services specified. The County reserves the right to reject any statement of qualifications if the evidence obtained fails to satisfy the County that the contractor is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a statement of qualifications based on negative references.

9. Contractor Selection and Contract Execution

After an evaluation of the contractor, interviews, and/or product demonstrations, the selection committee will recommend a contract award, which the purchasing officer will communicate to the contractor selected. The County intends to award a contract to all qualified contractors. The work described in the RFQ may begin only after the contract is signed by all parties.

10. County's Rights Reserved

Submission of a statement of qualifications confers no rights upon any contractor and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional statements of qualifications at a later date.

The RFQ in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ;
- Reject any or all statements of qualifications received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

11. Nondiscrimination

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Contractors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Contractors and the awardee and any of the contractors' and the awardee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any contractor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

12. Cone of Silence

A cone of silence shall be established on all Lewis and Clark County competitive selection processes. The cone of silence prohibits any communication regarding a competitive solicitation between any contractor (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County official (elected or appointed), employee, selection committee member, or other persons authorized to act on behalf of the County other than the individual outlined as the point of contact in this solicitation.

The cone of silence shall be in effect from the time of advertisement until contract award. Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications with the established point of contact in this solicitation or at any public proceeding or meeting.

The cone of silence shall terminate when the Board or a County employee authorized to act on behalf of the Board awards or approves the Contract, rejects all offers or responses, or otherwise takes action to end the selection process.

13. Protest Procedure

A contractor aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

End of Request for Qualifications

EXHIBIT B
LEWIS AND CLARK COUNTY PUBLIC WORKS
2024/2025 WINTER SEASON SNOW REMOVAL RATES

Contractor/Company Name: MJC Property Maintenance		
Equipment List:	No. of Units	Rate per Hour
Highway Snowplow with Sanding	N/A	N/A
Pickup Snowplow with Sanding	-	\$275.00
Sanding Only	-	\$170.50
Motor Grader	-	\$247.50
Loader	N/A	N/A
<i>Other (Please List):</i>		
Dozer	-	\$302.50
Load, Haul, and Dispose of Stock Piled Snow	-	\$231.00
Pickup Snowplow	-	\$148.50
4-Wheeler	-	\$148.50
Hand Shovel	-	\$148.50



CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant. This form does not apply to grant awards, grant contracts, sub-awards, or intergovernmental agreements. Include this completed form as a standalone attachment in Novus when submitting the contract for approval.

- Project Name/Novus Title:
- Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
- Procurement method: **NOT APPLICABLE** (Explain in comment box)
 - For methods other than Small Purchase, attach documentation of procurement method used (e.g., limited solicitation summary form or copy of formal solicitation).
- Purchase is an exception from standard procurement procedures, per county policy: **YES** **NO**
 - If YES, provide exception request form.
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in 18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to performance and payment bonds per 18-2-201, MCA? **YES** **NO**
- Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - If YES, submit CGR form to Finance Department.
- Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**

Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). Debarment/suspension checks are done in the System for Award Management (SAM; www.sam.gov), which requires a login to access. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file. If available, provide the contractor's Unique Entity Identifier (UEI) below; debarment/suspension checks are most easily completed with UEIs.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:



Amended Engagement Letter Between Lewis and Clark County and Eide Bailly. (Frank Cornwell)

Presented By:

Summary:

The Commissioners will consider the amended engagement letter with Eide Bailly. The amendment adds preparation assistance of the Annual Comprehensive Financial Report (ACFR) in the amount of \$16,000.

Legal Review Required:

ATTACHMENTS:

Description	Type
Amended Engagement	Contract
Contract Cover Sheet	Contract



October 21, 2024

Lewis and Clark County, Montana
316 North Park Avenue
Helena, Montana 59626

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Lewis and Clark County, Montana (the County) as of June 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the County's basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) , require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Statement of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General and Major Special Revenue Funds
3. Schedules of Proportionate Share of the Net Pension Liability
4. Schedule of Contributions
5. Schedule of Employee Group Benefits Plan – Other Postemployment Benefits

Supplementary information other than RSI will accompany the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining and Individual Fund Statements and Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section of the Annual Comprehensive Financial Report (ACFR)
2. Statistical Section of the ACFR

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the County's basic financial statements. Our report will be addressed to the governing body of the County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the County's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;

11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
16. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including
 - i. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - ii. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report;
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Complete the auditee's portion of the Data Collection Form
- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will not assume management responsibilities on behalf of the County. The County's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Jamie Fay is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, administrative charges and a technology fee. Invoices are payable upon presentation. As stated in our proposal dated March 21, 2024, the fees for the audit will be as follows:

Audit of the financial statements	\$ 76,025
Single audit including two major programs ¹	20,400
Estimated technology fee	4,825
Out of pocket expenses ²	15,000
Preparation of ACFR assistance	<u>16,000</u>
Total	<u>\$ 132,250</u>

¹Additional major programs will be billed at a rate per program of \$10,200.

²This is the maximum amount and we will only bill actual out-of-pocket expenses.

³This is an optional fee if the County utilizes Eide Bailly assistance for preparation of the ACFR.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm’s performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney’s fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly’s secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and County Commission the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Billings, Montana. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively “Eide Bailly”) shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys’ fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly’s services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly’s breach of this agreement or Eide Bailly’s violation of applicable professional standards. In no event shall Eide Bailly’s aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys’ fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months (“Limitation Period”) after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Jamie Fay, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Lewis and Clark County, Montana by:

Name: _____

Title: _____

Date: _____



CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant. This form does not apply to grant awards, grant contracts, sub-awards, or intergovernmental agreements. Include this completed form as a standalone attachment in Novus when submitting the contract for approval.

- Project Name/Novus Title:
- Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
- Procurement method: **NOT APPLICABLE** (Explain in comment box)
 - For methods other than Small Purchase, attach documentation of procurement method used (e.g., limited solicitation summary form or copy of formal solicitation).
- Purchase is an exception from standard procurement procedures, per county policy: **YES** **NO**
 - If YES, provide exception request form.
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
- Is this a public works contract subject to prevailing wage requirements? "Public works contract" means a contract for construction services or for non-construction services [as defined in 18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to performance and payment bonds per 18-2-201, MCA? **YES** **NO**
- Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - If YES, submit CGR form to Finance Department.
- Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**

Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). Debarment/suspension checks are done in the System for Award Management (SAM; www.sam.gov), which requires a login to access. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file. If available, provide the contractor's Unique Entity Identifier (UEI) below; debarment/suspension checks are most easily completed with UEIs.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:



Board Appointment. (Roger Baltz)

Presented By:

Summary:

- Open Lands Citizen Advisory Committee

Legal Review Required:

ATTACHMENTS:

Description	Type
 Board Appointments Memo	Attachment



TO: BoCC, Roger Baltz
CONTACT: Brandi Spangler
DATE: November 14, 2024
RE: Board Appointment

These candidates meet the qualifications for consideration of each board.

Open Lands Citizens Advisory Committee

Rob McDonough termed out June 30, 2020 and his position has been vacant since. Steven Heim applied.

Action

Staff recommends that the Commissioners consider the applicant and select the candidate for the Open Lands Citizens Advisory Committee to a partial term that will expire June 30, 2026.