



## **NOTICE OF PUBLIC MEETING**

The Lewis and Clark County Commissioners Public Meeting will be held on Tuesday, November 26, 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. **Announcement**

- a. Employee Recognition. (James Thomas)

3. **Consent Action Items**

- a. Public Meeting Minutes for November 7, 12, 14, 2024. (Brandi Spangler)

4. **Amendment No. 1 of Task Order No. 15 Between Lewis and Clark County and Great West Engineering. (Dan Karlin)**

The Commissioners will consider the amendment to Task Order No. 15 with Great West Engineering to change the scope of work to include additional site visits, leading a pre-construction meeting, and responding to technical questions from prospective bidders. The amendment is for time and materials not to exceed \$9,000 and increases the total value of Task Order No. 15 to \$36,000.

5. **Contract Between Lewis and Clark County and Silvertip Sprinklers & Landscaping, Inc. (Jessica Makus)**

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

6. **Contract Between Lewis and Clark County and Valley Sand & Gravel, LLC. (Jessica Makus)**

The Commissioners will consider the contract with Valley Sand & Gravel, LLC for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

7. **Selection of a Community Reinvestment Organization. (Tabled 11-19-24) (Ann McCauley)**

The Commissioners will consider selecting a Community Reinvestment Organization (CRO) for Lewis and Clark County.

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

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**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
- TTY Relay Service 1-800-253-4091 or 711
- kgrose@lccountymt.gov
- 316 N Park, Room 303



Employee Recognition. (James Thomas)

Presented By:

Summary:

Legal Review Required:

**ATTACHMENTS:**

Description	Type
Employee recognition - Eric Wandel retirement	Attachment

*In Honor of Your Service*

*Eric Wandel*



*Retired With Distinction  
After 30 Years of Service*

*We wish to express our sincere appreciation  
and gratitude for your 30 years of dedicated service  
to Lewis and Clark County and the citizens we serve.*

*Your commitment to excellence  
will be remembered for years to come.  
We wish you happiness and good health  
in this new chapter of your life.*

*December 2, 2024*

*On behalf of the Board of County Commissioners,  
the staff of Lewis and Clark County, and  
your fellow co-workers and friends,*

*Thank you and Congratulations!*



**ATTACHMENTS:**

Description	Type
▣ 11-7-24 Meeting Minutes	Attachment
▣ 11-12-24 Meeting Minutes	Attachment
▣ 11-14-24 Meeting Minutes	Attachment



## **PUBLIC MEETING**

November 7, 2024  
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Thursday, November 7, 2024, at 9:00 AM in Commission Chambers, Rm 330.

### **Roll Call**

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Laurel Riek, Autumn Ashdale, Jenny Chambers, Dan Karlin, Mac McCarley, Jessica Makus, Worby McNamee, Marni Bentley, and Brandi Spangler, Recording Secretary.

### **Pledge of Allegiance**

Everyone recited the pledge.

### **Consent Action Items**

a. Vendor Claims Report for Week Ending November 8, 2024. (Marni Bentley)

[1:58] Roger Baltz, Chief Administrative Officer, reported on consent action item 2a and recommended approval.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

### **Additional Bid Opening. Sun Canyon Load and Haul. (Audra Zacherl)**

[2:04] Dan Karlin, County Engineer, opened an additional bid for the Sun Canyon Load and Haul Project. An error was made on an addendum that stated the bids were due on October 31, 2024, instead of October 30, 2024. Mr. Karlin reread the bids that were opened on October 31, 2024, and opened the bid from Jamie Fuson LLC of Floweree, Montana in the amount of \$141,250. Staff recommends taking the bids under advisement and coming back with a recommendation on November 14, 2024.

No public comment was received.

Commissioner Rolfe made a motion for staff to take this bid under advisement and come back with a recommendation on November 14, 2024. The motion was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Agreement Amendment No. 1 Between Lewis and Clark Public Health and Paragon Bermuda (CANADA) LTD. (Laurel Riek)**

[6:35] Laurel Riek, Disease Control and Prevention Division Administrator, presented an agreement amendment with Paragon Bermuda (CANADA) LTD to modify the term and termination section of the agreement to provide hosting and support on a monthly basis. The amendment will become effective on January 1, 2025. Staff recommends approval of the amendment.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

**Grant Award to Lewis and Clark County from the Montana Department of Natural Resources and Conservation. (Autumn Ashdale)**

[9:26] Autumn Ashdale, Disaster and Emergency Services Coordinator, presented a grant award from the Montana Department of Natural Resources and Conservation for the Cooperative Fire Protection Capacity Grant in the amount of \$100,000. The grant period is upon signature through July 31, 2027. Staff recommends approval of the grant award.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Contract Between Lewis and Clark County and Ace Roofing, LLC. (Jenny Chambers)**

[11:50] Jenny Chambers, Public Works Director, presented a contract with Ace Roofing, LLC for the Commissioner's Garage roof replacement for a contract amount not to exceed \$127,830. The work will begin upon approval and be completed by December 31, 2024. Staff recommends approval of the contract.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Contract Between Lewis and Clark County and Bill's Maintenance Services, Inc. (Jessica Makus)**

[17:36] Jessica Makus, Special Districts Coordinator, presented a contract with Bill's Maintenance Services, Inc. for Rural Improvement District (RID) winter snow removal services for the 2024/2025 winter season. Staff recommends approval of the contract.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

**Contract Between Lewis and Clark County and The Grounds Guys. (Jessica Makus)**

[20:35] Jessica Makus, Special Districts Coordinator, presented a contract with The Grounds Guys for Rural Improvement District (RID) winter snow removal services for the 2024/2025 winter season. Staff recommends approval of the contract.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Contract Between Lewis and Clark County and High Country Lawn and Landscape, LLC. (Jessica Makus)**

[23:42] Jessica Makus, Special Districts Coordinator, presented a contract with High Country Lawn and Landscape for Rural Improvement District (RID) winter snow removal services for the 2024/2025 winter season. Staff recommends approval of the contract.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

**Contract Between Lewis and Clark County and Premier Utility Solutions, LLC. (Jessica Makus)**

[25:23] Jessica Makus, Special Districts Coordinator, presented a contract with Premier Utility Solutions, LLC for Rural Improvement District (RID) winter snow removal services for the 2024/2025 winter season. Staff recommends approval of the contract.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Contract Between Lewis and Clark County and Valley View Lawn & Landscape. (Jessica Makus)**

[26:59] Jessica Makus, Special Districts Coordinator, presented a contract with Valley View Lawn & Landscape for Rural Improvement District (RID) winter snow removal services for the 2024/2025 winter season. Staff recommends approval of the contract.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

**Resolution No. 2024-111 to Adopt Amendments to the Floodplain Ordinance and Establish Effective Date. (Second Reading) (Worby McNamee)**

[29:00] Worby McNamee, Floodplain Administrator, presented a second reading of a resolution to adopt amendments to the Floodplain Ordinance and establish an effective date. If approved today, the effective date will be December 7, 2024. Staff recommends approval of the resolution.



No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

**Board Appointments. (Roger Baltz)**

[55:03] Roger Baltz, Chief Administrative Officer, presented a board appointment to the Tax Appeal Board and recommended the Commissioners consider the candidate for a partial term that will expire June 30, 2027.

No public comment was received.

Commissioner Payne made a motion to appoint Walter Deege to the Tax Appeal board to a partial term that will expire June 30, 2027. The motion was seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

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

**Adjourn**

There being no further business, the meeting adjourned at 9:56 am.

Meeting minutes approved on \_\_\_\_\_

LEWIS AND CLARK COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Andy Hunthausen, Chair

\_\_\_\_\_  
Candace Payne, Vice Chair

\_\_\_\_\_  
Tom Rolfe, Member

ATTEST:

\_\_\_\_\_  
Amy Reeves, Clerk of the Board



## **PUBLIC MEETING**

November 12, 2024  
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Tuesday, November 12, 2024, at 9:00 AM in Commission Chambers, Rm 330.

### **Roll Call**

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Drenda Niemann, and Brandi Spangler, Recording Secretary.

### **Pledge of Allegiance**

Everyone recited the pledge.

### **Consent Action Items**

a. Public Meeting Minutes for October 24, 29, 2024. (Brandi Spangler)

[ :55] Roger Baltz, Chief Administrative Officer, reported on consent action item 2a and recommended approval.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

### **Grant Task Order 24-07-7-11-147-0 Amendment Two to Lewis and Clark Public Health from the Montana Department of Public Health and Human Services. (Drenda Niemann)**

[1:59] Drenda Niemann, Public Health Officer, presented a grant task order amendment from the Montana Department of Public Health and Human Services for a scope of work change for the wastewater surveillance program. The scope of work will extend testing to include Influenza A, Influenza B, and Respiratory Syncytial Virus (RSV). Data can be found on the CDC website and the Lewis and Clark Public Health website. The term and amount of the award will remain unchanged. Staff recommends approval of the amendment.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

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

**Adjourn**

There being no further business, the meeting adjourned at 9:07 am.

Meeting minutes approved on \_\_\_\_\_

LEWIS AND CLARK COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Andy Hunthausen, Chair

\_\_\_\_\_  
Candace Payne, Vice Chair

\_\_\_\_\_  
Tom Rolfe, Member

ATTEST:

\_\_\_\_\_  
Amy Reeves, Clerk of the Board



## **PUBLIC MEETING**

November 14, 2024  
MINUTES

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

### **Roll Call**

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Keegan Shea, Dan Karlin, Nina Heinzinger, Jessica Makus, Frank Cornwell, Michelle Pocha, Betsy Baumgart, Ann Perry, Connie Griffith, and Brandi Spangler, Recording Secretary.

### **Pledge of Allegiance**

Everyone recited the pledge.

### **Consent Action Items**

There were no consent action items.

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

[1:06] Dan Karlin, County Engineer, presented a bid award for the Sun Canyon Load and Haul to Stephens Hay and Cattle, LLC, of Corvallis, Montana for a contract total not to exceed \$88,000. Staff recommends approval of the bid award.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

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

[3:30] Nina Heinzinger, Licensed Establishment Program Supervisor, presented a grant application to the National Environmental Health Association Food and Drug Administration for the Retail Food Flexible Funding Model Grant Program to advance conformance with the Voluntary National Detail Food Regulatory Program Standards for a total of \$12,500. Staff recommends approval of the grant application.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

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

[15:20] Jessica Makus, Special Districts Coordinator, presented a resolution to levy and assess the Fieldcross-Scratchgravel Rural Improvement District (RID) a special assessment of \$277 for a 15-year debt service with an additional \$145 for annual maintenance. Legal notice was sent to benefiting property owners and published in the Helena Independent Record. Staff recommends approval of the resolution.

**PUBLIC COMMENT:**

[21:10] Michelle Pocha, Fieldcross Lane resident, asked if her road is going to be black topped or gravel? Ms. Makus stated there will only be pavement on the transition from Green Meadow Drive.

[21:46] Betsy Baumgart, 15 Hannah Lane, is in support of the RID.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

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

[24:53] Jessica Makus, Special Districts Coordinator, presented an Intercap Loan application to the Montana Board of Investments for \$112,987 for the Fieldcross-Scratchgravel Rural Improvement District (RID) road improvements. Staff recommends approval of the loan application.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

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

[29:57] Jessica Makus, Special Districts Coordinator, presented a resolution to levy and assess the Oleo Acres Rural Improvement District (RID) special assessment of \$171 for a 15-year debt service with an additional \$150 for annual maintenance. Legal notice was sent to all benefiting properties and published in the Helena Independent Record. Staff recommends approval of the resolution.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

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

[35:26] Jessica Makus, Special Districts Coordinator, presented an Intercap Loan Application to the Montana Board of Investments for the Oleo Acres Rural Improvement District (RID) road improvements in the amount of \$49,705. Staff recommends approval of the loan application.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

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

[39:38] Jessica Makus, Special Districts Coordinator, presented a contract with American Hauling and Snow Plowing, LLC for Rural Improvement District (RID) winter snow removal services in the 2024/2025 winter season. Staff recommends approval of the contract.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

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

[43:07] Jessica Makus, Special Districts Coordinator, presented a contract with Hightop Construction, LLC for Rural Improvement District (RID) winter snow removal services in the 2024/2025 winter season. Staff recommends approval of the contract.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

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

[44:47] Jessica Makus, Special Districts Coordinator, presented a contract with Korpi Lawn and Landscape, Inc. for Rural Improvement District (RID) winter snow removal services in the 2024/2025 winter season. Staff recommends approval of the contract.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

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

[46:20] Jessica Makus, Special Districts Coordinator, presented a contract with MJC Property Maintenance, LLC for Rural Improvement District (RID) winter snow removal services in the 2024/2025 winter season. Staff recommends approval of the contract.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

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

[48:19] Frank Cornwell, Chief Financial Officer, presented an amended engagement letter to Eide Bailly to add preparation assistance for the Annual Comprehensive Financial Report (ACFR) in the amount of \$16,000. Staff recommends approval of the amended engagement letter.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

**Board Appointment. (Roger Baltz)**

[54:50] Roger Baltz, Chief Administrative Officer, presented a board appointment to the Open Lands Citizens Advisory Committee and recommended the Commissioners consider the candidate to a partial term that will expire June 30, 2026.

No public comment was received.

Commissioner Rolfe made a motion to appoint Steven Heim to the Open Lands Citizens Advisory Committee to a partial term that will expire June 30, 2026. The motion was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

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

**Adjourn**

There being no further business, the meeting adjourned at 9:56 am.

Meeting minutes approved on \_\_\_\_\_

LEWIS AND CLARK COUNTY  
BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
Andy Hunthausen, Chair

\_\_\_\_\_  
Candace Payne, Vice Chair

\_\_\_\_\_  
Tom Rolfe, Member

ATTEST:

\_\_\_\_\_  
Amy Reeves, Clerk of the Board



Amendment No. 1 of Task Order No. 15 Between Lewis and Clark County and Great West Engineering. (Dan Karlin)

Presented By:

Summary:

The Commissioners will consider the amendment to Task Order No. 15 with Great West Engineering to change the scope of work to include additional site visits, leading a pre-construction meeting, and responding to technical questions from prospective bidders. The amendment is for time and materials not to exceed \$9,000 and increases the total value of Task Order No. 15 to \$36,000.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
☐ Memo	Staff Report
☐ Task Order Amendment	Contract
☐ Contract Cover Sheet	Contract





# LEWIS AND CLARK COUNTY

## Public Works Department

DATE: November 26, 2024

TO: Board of County Commissioners

FROM: Daniel Karlin, County Engineer

RE: Amendment No. 1 to Task Order. No. 15 – Public Works Facility Tanks Final Design

Before you today is Amendment No. 1 to Task Order #15 with Great West Engineering to perform final design scope of services needed to relocate both the existing Above Ground Storage Tanks (ASTs) and the existing Magnesium Chloride (MgCl) tanks to the west side of the public works complex.

The amended scope of work now includes additional site visits to coordinate with potential tank vendors. It also provides bidding assistance not initially included in the task order, which includes leading a pre-bid conference and answering technical questions submitted by prospective bidders.

The amendment is for time and materials not to exceed \$9,000.00 and increases the total value of Task Order No. 15 to \$36,000.00. It is funded through an American Rescue Plan Act grant.

Staff recommends that the Board of County Commissioners approve Amendment No. 1 to Task Order No. 15 with Great West Engineering in the amount of \$9,000.00 with an updated contract end date of December 31, 2024, and authorize the Chair to sign.

**LEWIS AND CLARK COUNTY  
PUBLIC WORKS FACILITY TANKS FINAL DESIGN AND BID DOCUMENTS  
TASK ORDER AMENDMENT**

<b>Task Order No.</b>	<b>15, Amendment No. 1</b>
<b>Great West Engineering, Inc. Project No.</b>	<b>1-18132</b>

This amendment, agreed upon by Lewis and Clark County and Great West Engineering, is for the purpose of modifying Exhibit A of the said agreement dated July 30, 2024. All provisions of the Agreement not modified by this amendment remain in full effect. As more specifically described below, this amendment adds two additional tasks under Task 1 Final Design, creates a third Task with two additional tasks, and amends the Compensation to adjust for the increased work as follows:

**TASK 1: FINAL DESIGN**

- Coordination with the fuel vendor required more effort than anticipated to obtain information on the fuel tanks, foundation requirements, controls and integration with the existing dispensers. An additional onsite meeting and travel was necessary to facilitate coordination.
- Structural design for the Mg/Cl concrete basin and reinforced concrete slabs was necessary, which was not included in the original proposal.

**TASK 3: BIDDING PHASE**

- Facilitation of the pre-bid meeting at the public works facility in Helena. Meeting minutes will be prepared.
- Respond to Contractor questions and prepare any necessary addenda during the bidding phase.

**COMPENSATION FEE SCHEDULE**

As compensation for the Scope of Work within this Task Order, and in consideration of this amendment, Lewis and Clark County will pay Great West Engineering an additional amount of Nine Thousand Dollars and Zero Cents (\$9,000.00). The estimated total project costs are included in the table below. The total amount cannot be exceeded without the written approval of Lewis and Clark County.

<b>TASK</b>	<b>Original Task Order</b>	<b>This Amendment</b>	<b>Total Estimated Maximum Cost</b>
Task 1 - Final Design	\$24,000.00	\$5,000.00	\$29,000.00
Task 2 – Bid Documents Preparation	\$3,000.00	\$0.00	\$3,000.00
Task 3 – Bidding Phase	---	\$4,000.00	\$4,000.00
<b>Total</b>	<b>\$27,000.00</b>	<b>\$9,000.00</b>	<b>\$36,000.00</b>

Task Order No. Fifteen Amendment One is agreed to by both parties and is effective as of the date of the last signature herein and work must be completed no later than **December 31, 2024**.

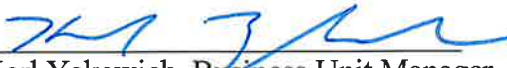
ENTITY:

CONSULTANT:

Date: \_\_\_\_\_

Date: 11/19/24

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

  
Karl Yakawich, Business Unit Manager  
Great West Engineering, Inc.

ATTEST:

State of Montana  
County of Lewis & Clark

\_\_\_\_\_  
Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me on 11/19/24 [date] by Karl Yakawich as Business Unit Manager for Great West Engineering, Inc.

  
\_\_\_\_\_  
(Signature of Notarial Officer)



# 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

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## **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](http://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](mailto:amccauley@lccountymt.gov), 406-447-8383, City-County Building, Room 225

Signature:

\_\_\_\_\_  
Grants Administrator or Designee

\_\_\_\_\_  
Date

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## **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 Silvertip Sprinklers & Landscaping, Inc. (Jessica Makus)

Presented By:

Summary:

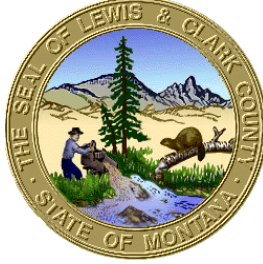
The Commissioners will consider the contract with Silvertip Sprinklers & Landscaping, Inc. for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
☐ Memo	Staff Report
☐ 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](mailto:jmakus@lccountymt.gov)

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# LEWIS AND CLARK COUNTY

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## Public Works Department

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Date: November 26, 2024  
To: Board of County Commissioners  
From: Jessica Makus, Special Districts Program Coordinator  
Subject: Contract with Silvertip Sprinklers & Landscaping, Inc., for Snow Removal in Rural Improvement Districts

Before you this morning is a contract with Silvertip Sprinklers & Landscaping, 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 Silvertip Sprinklers & Landscaping, 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 **Silvertip Sprinklers & Landscaping, Inc.** herein referred to as "CONTRACTOR", whose address is **1 Bitterroot Lane, Suite A, Montana City, Montana, 59634**; phone number is **(406) 465-3329**; Contractor Registration Number is **248040**; and Federal Employee Identification Number is **83-2340521**.

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 **Austin Hyndman**.
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: 11/8/24

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

KaHy  
Kassandra Hyndman, President  
Silvertip Sprinklers & Landscaping, Inc.

ATTEST:

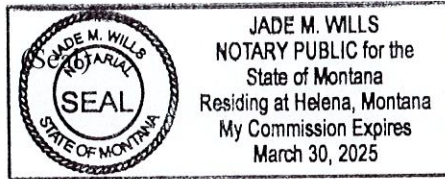
State of Montana  
County of Lewis and Clark

\_\_\_\_\_  
Amy Reeves, Clerk and Recorder

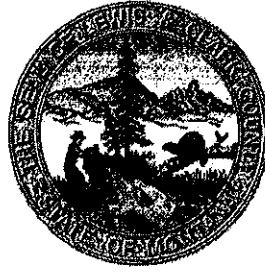
This instrument was acknowledged before me  
on 11/08/2024 [date] by Kassandra Hyndman  
as President of Silvertip Sprinklers &  
Landscaping, Inc.

(Seal)

Jade M. Wills  
(Signature of Notarial Officer)



## EXHIBIT A



# 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](mailto: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:**

PICK-UP WITH PLOW X 3	
PICK-UP WITH PLOW & SANDER X 1	
SKID STEER X 4	
DOZER X 1	
DUMP TRUCK X 1	
SIDE DUMP TRAILER X 1	

**REFERENCE 1:**

Contact Name:	JENNINGS JOHNSON
Business Name:	DICK ANDERSON CONSTRUCTION
Address:	3424 Hwy 12 E
	HELENA, MT 59601
Telephone:	406-443-3225
Email:	jennings.johnson@dcaconstruction.com
Project Type/Date:	PIONEER FEDERAL SAVINGS BANK 3/25/2024



**REFERENCE 2:**

<b>Contact Name:</b>	TY GRADY
<b>Business Name:</b>	RIVERSTONE DEVELOPMENT LLC
<b>Address:</b>	8345 HEARTHSTONE CT
	HELENA, MT 59602
<b>Telephone:</b>	406-422-2000
<b>Email:</b>	contact@riverstonemt.net
<b>Project Type/Date:</b>	VERLANIC JOB 9/30/2024

**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: SILVERTIP SPRINKLERS AND LANDSCAPING, INC  
Business Address: 1 BUTTERBUSH LANE SUITE A  
MT CITY, MT 59634  
Point of Contact Name: AUSTIN HYNDMAN  
Telephone No.: 406-465-3329  
Contact E-Mail: silvertipsprinklers@outlook.com  
Tax ID Number 83-2340521  
Contractor Registration No.: 248040

Signature of authorized company official approving the SOQ as submitted:

  
\_\_\_\_\_  
[sign here]

Name: AUSTIN HYNDMAN  
Title: PRESIDENT  
Date: 10/15/24

**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

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: Silvertip Sprinklers & Landscaping, Inc.		
Equipment List:	No. of Units	Rate per Hour
Highway Snowplow with Sanding	N/A	N/A
Pickup Snowplow with Sanding	4	\$200.00
Sanding Only	1	\$210.00
Motor Grader	N/A	N/A
Loader	N/A	N/A
<i>Other (Please List):</i>		
Pickup Snowplow	-	\$185.00
Skid Steer w/ loader & plow	4	\$230.00
Side Dump w/ semi	1	\$275.00
John Deere 750L Dozer	1	\$350.00
John Deere Excavator 160 & 210	1/1	\$300.00
Load, Haul, and Dispose of Stockpiled Snow	-	\$300.00
Heavy Sanding (additional charge per hour)	-	\$100.00



# 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

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## **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](http://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](mailto:amccauley@lccountymt.gov), 406-447-8383, City-County Building, Room 225

Signature:

\_\_\_\_\_  
Grants Administrator or Designee

\_\_\_\_\_  
Date

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## **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 Valley Sand & Gravel, LLC. (Jessica Makus)

Presented By:

Summary:

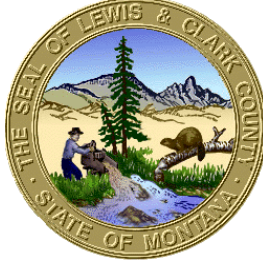
The Commissioners will consider the contract with Valley Sand & Gravel, LLC for Rural Improvement District winter snow removal services in the 2024/2025 winter season.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
☐ Memo	Staff Report
☐ 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](mailto:jmakus@lccountymt.gov)

# LEWIS AND CLARK COUNTY

## Public Works Department

Date: November 26, 2024  
To: Board of County Commissioners  
From: Jessica Makus, Special Districts Program Coordinator  
Subject: Contract with Valley Sand & Gravel, LLC, for Snow Removal in Rural Improvement Districts

Before you this morning is a contract with Valley Sand & Gravel, 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 Valley Sand & Gravel, 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 **Valley Sand & Gravel, LLC**, herein referred to as "CONTRACTOR", whose address is **7510 Applegate Drive, Helena, Montana, 59602**; phone number is **(406) 449-4045**; Contractor Registration Number is **153741** and Federal Employee Identification Number is **86-1143303**.

### 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 **Kris Smith (406) 461-8548**.
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) <u>Bodily Injury</u> :		
Each Person		\$1,000,000
Each Accident		\$1,000,000
b) <u>Property Damage</u> :		
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: 11-18-24

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

[Signature]  
~~Kris Smith~~, Member/Manager  
Valley Sand & Gravel, LLC.  
L Dark Smith

ATTEST:

State of Montana  
County of Lewis and Clark

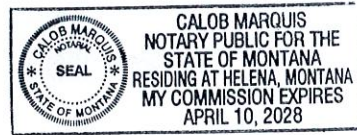
\_\_\_\_\_  
Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me  
on 11-18-24 [date] by ~~Kris Smith~~ as Dark Smith  
Member/Manager of Valley Sand & Gravel, LLC.

(Seal)

[Signature]  
(Signature of Notarial Officer)

(Seal)



## EXHIBIT A



# 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](mailto: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:**

3- Dozers 650, 850, D7	
2- Graders <sup>JD</sup> 772G - 140 Cut Case 521 WA 500 WA 500 LI 8012	
10- Loaders - 544, 544, 744, 912, 980, 980	
1- 10 yd Sander on Dump Truck	
10-15 Truck to haul snow off	

**REFERENCE 1:**

Contact Name:	Rob Leland
Business Name:	Mockel Precast
Address:	16 Industry Loop E Helena, MT 59635
Telephone:	406-227-6806
Email:	rob@mockelprecast.com
Project Type/Date:	Construction Projects - Helena

**REFERENCE 2:**

<b>Contact Name:</b>	Rick Hoffman
<b>Business Name:</b>	Hoffman's Services
<b>Address:</b>	2100 Meadowlark
	Butte, MT 59701
<b>Telephone:</b>	406-782-2055
<b>Email:</b>	rick@hoffmansmt.com
<b>Project Type/Date:</b>	East Helena Town Pump

**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:

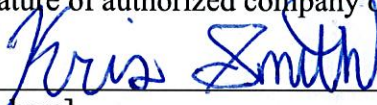
**THE CONTRACTOR HEREBY PROPOSES AND AGREES**, if this SOQ is accepted, to enter into an Agreement, and assumes all obligations, duties, and responsibilities specified herein:

**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: Valley Sand + Gravel  
Business Address: 7510 Applegate Dr  
Helena, MT 59602  
Point of Contact Name: Kris Smith  
Telephone No.: 406-461-8548  
Contact E-Mail: Ksmithvalleysand@yahoo.com  
Tax ID Number: 86-1143303  
Contractor Registration No.: 153741

Signature of authorized company official approving the SOQ as submitted:

  
[sign here]

Name: Kris Smith  
Title: Manager  
Date: 10-16-24

**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: Valley Sand & Gravel, LLC.		
Equipment List:	No. of Units	Rate per Hour
Highway Snowplow with Sanding	N/A	N/A
Pickup Snowplow with Sanding	N/A	N/A
Sanding Only (Dump Truck Sander)	1	\$225.00
Motor Grader	1	\$250.00
Loader	1	\$250.00
<i>Other (Please List):</i>		
Skid Steer w/ box	3	\$150.00
Dozer	3	\$250.00
Load, Haul, & Dispose-Sidedumps (3) + loader (1)	-	\$700.00



# 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

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## **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](http://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](mailto:amccauley@lccountymt.gov), 406-447-8383, City-County Building, Room 225

Signature:

\_\_\_\_\_  
Grants Administrator or Designee

\_\_\_\_\_  
Date

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## **Administrative Use Only**

Date of debarment/suspension check in SAM

Passed: YES      NO

FFATA Reporting Needed? YES      NO

Reporting Period:



Selection of a Community Reinvestment Organization. (Tabled 11-19-24) (Ann McCauley)

Presented By:

Summary:

The Commissioners will consider selecting a Community Reinvestment Organization (CRO) for Lewis and Clark County.

Legal Review Required:

**ATTACHMENTS:**

Description	Type
📎 Staff Report	Staff Report



## Grants and Purchasing Department Lewis and Clark County

406 Fuller Ave., Ste. 361 Helena, MT 59601  
Phone: 406-447-8383 Fax: 406-447-8398  
e-mail: grants@lccountymt.gov

### **STAFF REPORT**

**Date:** November 7, 2024  
**To:** Board of County Commissioners  
**From:** Ann McCauley, Director, Grants and Purchasing  
**RE:** Selection of a Community Reinvestment Organization

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**County Commission Hearing:**

**Thursday, November 14, 2024--- 9:00 a.m.**

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#### **I. EXECUTIVE SUMMARY:**

These agencies meet the requirements for consideration of serving as the Community Reinvestment Organization (CRO) for Lewis and Clark County as established by the Montana Community Reinvestment Plan, 90-6-147, MCA.

- HAB Development
- NeighborWorks Montana

Following selection of a CRO, a resolution will be brought forward to the Board of County Commissioners at a later meeting to establish the selected agency as the CRO for Lewis and Clark County.

#### **II. REQUEST:**

Select an agency to serve as the Community Reinvestment Organization for Lewis and Clark County as established by the Montana Community Reinvestment Plan.