



Request for Proposals

PROFESSIONAL SERVICES to UPDATE THE DOWNTOWN BOZEMAN IMPROVEMENT PLAN

DEADLINE: 4:00 pm MST Friday April 27,

Chris Naumann
Executive Director
Downtown Bozeman Partnership
222 East Main Street #302
Bozeman MT 59715
chris@downtownbozeman.org

The Downtown Bozeman Partnership is requesting proposals addressing the defined submittal contents, scope of work, and deliverables. Proposals must be submitted by the deadline via e-mail as a single PDF document.

Deliver proposals via email at chris@downtownbozeman.org by **4:00 pm MST Friday, April 27, 2016**.

It is the sole responsibility of the proposing firm to ensure that proposals are received prior to the deadline as late submittals will not be accepted.

PROJECT DESCRIPTION

Introduction

The City of Bozeman, with an incorporated population of 43,000, is one of the fastest growing micropolitan areas in the country. There are high rates of development in both infill and edge locations in the City, and outside of the City limits as well, and high rates of employment growth in both. Bozeman has a multi-county trade service area. It is the home of Montana State University and a major gateway to Yellowstone National Park. It is the fourth largest city in the state. Bozeman is served by Yellowstone International Airport which has the highest annual boardings in the state. As outlying communities also grow they are beginning to locally provide essential services and greater proportion of employment.

Additional information regarding the City of Bozeman may be obtained at: <http://www.bozeman.net>

Downtown Bozeman has been described as “the heart and soul of the Gallatin Valley”, serving as the community’s commercial, cultural, social and civic center. As formally recognized by the National Register of Historic Places, the Main Street Historic District anchors downtown with over 45 contributing buildings representing a variety of significant architecture. Significant new development has begun to extend downtown beyond its historic district. Since 2015, in addition to approximately 50,000 square feet of new commercial space, one hundred residential units and one hundred and fifty hotel rooms have been constructed. The 2016 City of Bozeman Economic Development Strategy Update identified downtown as the “preferred location” for business location across all sectors. Downtown Bozeman has a long history of strategic planning, professional district management, and broad community support; which have played a pivotal role in maintaining and enhancing its vibrancy and vitality.

Additional information regarding Downtown Bozeman may be found at:

<https://www.downtownbozeman.org>

Organizational Overview

The Downtown Bozeman Partnership is the incorporated management agency for the Business Improvement District (BID), Downtown Bozeman Association (DBA), and Urban Renewal District (URD). The Downtown Bozeman Partnership provides combined operational support in the form of offices and employees for the member organizations. As such, the Partnership is the unified identity of the DBA, BID and URD, as each organization works independently and collectively on behalf of downtown Bozeman. The Downtown Bozeman Partnership coordinates extensively with City of Bozeman staff, the City Commission, and the Parking Commission. Perhaps most important, the Partnership continually strives to foster strong relationships with downtown property and business owners. All these cooperative efforts strengthen downtown as a critical element in the greater community fabric.

Planning Context

The following plans provide important background and context—both past and present—for the update of the downtown plan. The update will be the next iteration in the progression of downtown planning in Bozeman since 1995. The update will build upon these downtown plans:

- 1995 Downtown Urban Renewal Plan (amended in 2015) [download](#)
- 1998 Downtown Bozeman Improvement Plan [download](#)
- 2009 Downtown Bozeman Improvement Plan [download](#)
- 2009 Downtown Bozeman Improvement Plan 2018 Progress Report [download](#)
- 2016 Downtown Strategic Parking Management Plan [download](#)

Other planning relevant planning documents:

- 2009 Bozeman Community Plan [download](#)
- 2015 Neighborhood Conservation Overlay District Report [download](#)
- 2016 Land Use and Inventory Report [download](#)
- 2017 Bozeman Transportation Management Plan [download](#)
- 2018 Bozeman Strategic Plan [download](#)
- 2018 EPS Demographic and Real Estate Market Assessment [download](#)

The City of Bozeman is currently proceeding with two important community wide planning efforts:

- Comprehensive Plan-Growth Policy Update (for more information [visit](#))
- Comprehensive Review of Neighborhood Conservation Overlay District, Design Guidelines and Historic Preservation Program (for more information [visit](#))

Project Overview

All planning documents require periodic assessment and adjustment to ensure they remain relevant and viable. The resulting 2018 Downtown Bozeman Improvement Plan will serve as an update of the 2009 Downtown Bozeman Improvement Plan.

Bozeman and downtown have significantly changed since the 2009 Downtown Plan was adopted. Between 2010 and 2016, Bozeman's population grew by 21%. The 435 parking space Bridger Park Garage opened in 2009, which directly catalyzed over \$50 million of new development. With all this change following the end of the recession, downtown's retail, office and residential markets have evolved and future land use needs should be reevaluated. Updating the Downtown Plan is critical to maintain downtown's prominence as the community's primary social, cultural and economic center.

This project will focus on three primary elements:

1. existing land use including a needs assessment of land use types based on local market demand and regional market trends
2. existing infrastructure condition and capacity plus necessary upgrades to accommodate current demands and anticipated growth
3. future infill potential for commercial, residential and mixed-use development

See Appendix A for the project area boundary

The Downtown Partnership is seeking a consultant or consultant team that has a compelling proposal to craft the next downtown plan update according to the established timeline and budget.

The Downtown Partnership is seeking a consultant or consultant team that has experience with Downtown Bozeman; has a working knowledge of its current and previous planning documents; and has an understanding of its social, political, and economic dynamics.

While this RFP outlines specific project elements and planning processes, creativity is encouraged.

RFP SCHEDULE

Event	Date/Time
Release of RFP	April 2, 2018
Deadline for Receipt of Proposals	April 27, 2018 at 4:00 pm MST
Finalist interviews	May 7-11, 2018
Consultant Selection	May 14, 2018

CONTACT

Questions relating to RFP process, scope of services and project management should be directed to: Chris Naumann chris@downtownbozeman.org 406-586-4008

AWARD OF CONTRACT

The DBP reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the DBP decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the DBP may require and to be the sole judge of selection process. The DBP also reserves the right to negotiate separately in any manner to serve the best interest of the DBP. The DBP retains the right to select a successful vendor.

SELECTION PROCESS AND RANKING CRITERIA

A review committee will evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The review committee will rank the proposals and arrange interviews with the finalist prior to selection.

Proposals will be evaluated based on the following criteria:

- Thoroughness and understanding of the tasks to be completed
- Background and demonstrated experience in assisting communities with downtown plans
- Firm's expertise and overall experience of personnel assigned to the work
- Responsiveness to requirements of the project
- Ability to meet the established timeline and budget
- Working knowledge of Downtown Bozeman

DISCRETION AND LIABILITY WAIVER

The DBP reserves the right to exercise discretion and apply its judgment with respect to all proposals submitted.

The DBP reserves the right to reject all proposals, either in part or in its entirety, or to requests and obtain, from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for DBP staff to analyze the proposals.

The DBP may elect to award a contract in multiple phases, as is deemed to be in the DBP's best interest. Should the DBP award projects in phases, the DBP reserves the right to award the phases to the same firm.

The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. Although, it is the DBP's intent to choose only a small number of most qualified consulting teams to interview with the DBP, the DBP reserves the right to choose any number of qualified finalists.

This RFP does not commit the DBP to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the DBP and public records and, as such, may be subject to public review.

The DBP reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. If the DBP cancels or revises the RFP, all interested firms will be notified using email.

SUBMITTAL CONTENT AND SEQUENCE

Assemble and submit a proposal in the order below providing the required content and questions within the allotted page limits. Proposals must be submitted by the deadline via e-mail as a PDF document.

1. Cover Sheet (not to exceed one page)
 - a. This sheet will serve as the cover of your proposal and must include name and contact information for the lead consulting firm and project manager.

2. Proposal Description (not to exceed four pages)
 - a. Describe an understanding of the project and the intended outcomes.
 - b. Referring to the scope of work describe how the required project elements will be developed and delivered.
 - c. Outline the proposed planning process and a schedule for completion.

3. Company Description (not to exceed three pages)
 - a. Brief history of the company that includes the date of establishment and examples of relevant prior work (electronic examples are accepted) and current customers of similar attributes to the DBP.
 - b. Describe your experience and capacity to manage projects of the type, size and scope proposed.

4. Project Team (not to exceed three pages)
 - a. A list of the project team and their professional profile, credentials, and relevant experience.
 - b. Specific assignment of project team members.

5. References (not to exceed one pages)
 - a. Provide three references specifically relating to downtown planning. Each must include the following information:
 - i. Name of project and client
 - ii. Client contact person’s name, title, phone number and email address
 - iii. Project start and completion dates
 - iv. Brief summary of project
6. Expenses and Timeline (not to exceed one page)
 - a. Outline a basic expense estimate showing how project budget will be allocated. Also include timeline showing projects milestones.
7. Statements of Accuracy and Non-Discrimination (not to exceed one page—see Appendix B)

The DBP reserves the right to require the submittal of additional information that supplements or explains proposal materials.

SCOPE OF WORK AND DELIVERABLES

SCOPE OF WORK

The contents of the final 2018 Downtown Plan Update will be based upon the general structure and basic themes of the 2009 Downtown Plan to provide a continuity of planning elements.

Background Research and Analysis

The consultant is expected to complete a review of relevant planning and community development documents including, but not limited to, the ones listed above.

The consultant should become knowledgeable of the history, social and development patterns, culture, and key land use, development, and fiscal issues facing downtown Bozeman and the great Bozeman community.

Public Engagement

The consultant will coordinate with the Downtown Partnership to create and manage a website or webpage dedicated to the downtown plan update process.

Additional access to and involvement with the downtown plan update process may include but not be limited to the following platforms: public events, e-mail, direct mail, and traditional media.

The consultant will facilitate an efficient a multi-day “panel approach” stakeholder engagement and site assessment process that includes, but is not limited to:

- Downtown “site tour” and briefing with municipal and community leaders [1 day]
- Individual and small group interviews with primary stakeholders [1-2 days]
- Community and large group listening sessions [1-2 days]
- Consulting team work sessions preparing draft plan update [1-2 days]

This panel approach engagement week would span between four and seven days depending how the component days are overlapped.

The inspiration for this approach comes from the Urban Land Institute's advisory panel services.

This approach was used to develop the 2009 Downtown Bozeman Improvement Plan.

Identification of Opportunities, Challenges, and Guiding Principles

Based on consideration of the background analysis and public engagement, the consultant will inventory, identify and address key economic, urban design and land use opportunities and challenges.

The consultant will also affirm and/or revise the guiding principles established in the 2009 Plan.

Development of Goals, Objectives, and Strategies

Building upon the project work already completed, the consultant will develop objectives and strategies to guide Downtown Bozeman for the next ten years as they relate to:

Regulations and Policies

Including, but not limited to: land use, unified development code, economic development, design guidelines.

Physical Elements

Including, but not limited to: urban design, infrastructure, public spaces,

Recommended Strategies

Including, but not limited to: public investments, redevelopment opportunities, public private partnerships, land use and tenant mix,

Implementation Timeline

A prioritized list of the critical 'next steps' to be initiated and/or accomplished in the next 3 years.

DELIVERABLES

2018 Downtown Bozeman Improvement Plan

It is expected that the completion of the required scope of work will result in an updated 2018 Downtown Bozeman Improvement Plan that builds upon the goals and objectives of previous and current downtown plans. In addition to the required analysis, the updated plan will include a variety of strategies to effectively meet current demands and guide future growth. The updated plan will conclude with a set of high priority "next steps" to be implemented within the next one to three years.

Public Presentations

In addition to the stakeholder and community engagement requirements, the consultant will be expected to perform a series of presentations of both the draft and final versions of the updated plan. Each series of presentations will be made to but not limited to the Downtown Partnership boards, the City Commission, and the general public.

Format Requirements

Two hard copies and one digital PDF version of all preliminary and final drafts of reports and all supporting materials shall be provided to the Downtown Partnership. All documents shall be provided at least 14 working days prior to any public hearing or meetings with the City Commission or Planning Board in an electronic format approved by the City of Bozeman. All final reports shall be in an editable electronic format. All work submitted shall become property of the Downtown Partnership and if necessary shall include all required releases for use of images or work from other sources.

Deliverables must comply with the Americans with Disabilities Act. To comply with the ADA, documents posted online, including, but not limited to, Adobe PDF files, Microsoft Word documents, Microsoft PowerPoint presentations, and online flipbooks, must be screen-reader friendly. Accessible documents are often part of web-based information or used for support documents. Therefore, under Section 508 standards and WCAG accessibility guidelines, it is critical to ensure all support documents made available to end users can be accessed by people with disabilities. Therefore, any digital material created for the City of Bozeman and its websites will maintain the requirements outline in WCAG 2.0 AA Convention guidelines, Section 508 “Electronic & Accessibility Standards” of the U.S. Rehabilitation Act, the Usability.gov Accessibility Guidelines, and ADA Title II State & Local Government nondiscrimination requirements.

SCHEDULE AND BUDGET

Schedule

This schedule includes a combination of date-specific deadlines and target date ranges for completion of each step. It is understood that some flexibility will be required with the targeted date ranges based upon consultant schedules, travel arrangements, and general calendar challenges.

Release of RFP	April 2, 2018
Deadline for Receipt of Proposals	April 27, 2018 (4:00pm MST)
Finalist interviews	May 7-11, 2018
Consultant Selection	May 14, 2018
Public and Stakeholder Meetings	June 2018
Draft Plan Preparation	June 2018
Draft Presentations and Review	July 2018
Final Plan Preparation	August 2018
Project Completion	September 2018

Budget

The total budget for the 2018 Downtown Bozeman Improvement Plan update process is \$80,000.

LOCAL PROJECT SUPPORT

In consideration of the project schedule and funding, below is a list of assistance that the Downtown Bozeman Partnership and the City of Bozeman Community Development Department will provide:

1. Project Management
 - a. Facilitate the organization and implementation of project schedule
 - b. Organize public outreach

2. Public and Stakeholder Engagement Preparations
 - a. Reserve necessary meeting space
 - b. Schedule meeting attendees
 - c. Document management

3. Data and Information
 - a. Provide necessary code, zoning, planning documents and information
 - b. Provide City of Bozeman's GIS layers (parcel fabric, infrastructure location and detail, and many other information types)
 - c. Provide city-wide aerial imagery

4. Consultation
 - a. Participate on-site tours and public meetings
 - b. Provide orientation on existing regulatory standards
 - c. Discuss overall community comprehensive planning efforts

5. Work Product Assistance
 - a. Review various draft documents
 - b. Prepare supporting reports as needed
 - c. Arrange all municipal public hearings
 - d. Process final plan for formal adoption

APPENDIX A: Project Area Map

The project area boundary is defined by the Downtown Urban Renewal District and the B3 Zoning District.



APPENDIX B: STATEMENTS OF ACCURACY AND NON-DISCRIMINATION

STATEMENT OF ACCURACY

The representations made herein are accurate, truthful, and current. This statement must be completed and signed by a person authorized to sign on behalf of submitter.

COMPANY NAME:

ADDRESS:

CITY:

STATE:

ZIP:

TELEPHONE:

EMAIL:

SIGNATURE:

NAME:

TITLE:

DATE:

STATEMENT OF NON-DISCRIMINATION

This statement must be completed and signed by a person authorized to sign on behalf of submitter.

_____ (Name of entity submitting) hereby affirms it will not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, or because of actual or perceived sexual orientation, gender identity or disability and acknowledges and understands the eventual contract will contain a provision prohibiting discrimination as described above and this prohibition on discrimination shall apply to the hiring and treatments or proposer's employees and to all subcontracts.

SIGNATURE:

NAME:

TITLE:

DATE:

THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE PROPOSAL

APPENDIX C: PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this _____ day of _____, 2018, by and between the Downtown Bozeman Partnership, a limited liability corporation organized and existing under the laws of the State of Montana, with a mailing address of 222 East Main Street #302, Bozeman, MT 59715, hereinafter referred to as “Partnership,” and, _____, _____, with a mailing address of _____, _____, _____, hereinafter referred to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** Partnership agrees to enter this Agreement with Contractor to perform for Partnership services described in the Scope of Services attached hereto as Attachment “A” and by this reference made a part hereof.
2. **Term/Effective Date:** This Agreement is effective upon the date of its execution and will terminate no later than December 31, 2018.
3. **Scope of Work:** Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Services. For conflicts between this Agreement and the Scope of Services, unless specifically provided otherwise, the Agreement governs.
4. **Payment:** Partnership agrees to pay Contractor the amount specified in the Scope of Services. Any alteration or deviation from the described services that involves additional costs above the Agreement amount will be performed by Contractor after written request by the Partnership and will become an additional charge over and above the amount listed in the Scope of Services. The Partnership must agree in writing upon any additional charges.
5. **Contractor’s Representations:** To induce Partnership to enter into this Agreement, Contractor makes the following representations:
 - a. Contractor has familiarized itself with the nature and extent of this Agreement, the Scope of Services, and with all local conditions and federal, state and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress or performance of the Scope of Services.
 - b. Contractor represents and warrants to Partnership that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance

of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and municipal laws. The Partnership will not determine or exercise control as to general procedures or formats necessary to have these services meet this warranty.

6. Independent Contractor Status/Labor Relations: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the Partnership for any purpose. Contractor is not subject to the terms and provisions of the Partnership's personnel policies handbook and may not be considered a Partnership employee for workers' compensation or any other purpose. Contractor is not authorized to represent the Partnership or otherwise bind the Partnership in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor shall furnish the Partnership with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

Contractor shall indemnify, defend, and hold the Partnership harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes and for any claims regarding underpaid prevailing wages.

7. Indemnity/Waiver of Claims/Insurance: For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to release, defend, indemnify, and hold harmless the Partnership, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the Partnership) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of and expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the Partnership occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of the Contractor; (ii) any negligent, reckless, or intentional misconduct of any of the Contractor's agents; or (iii) the negligent, reckless, or intentional misconduct of any other third party.

For the professional services rendered, to the fullest extent permitted by law, Contractor agrees to indemnify and hold the Partnership harmless against claims, demands, suits, damages,

losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Contractor or Contractor's agents or employees.

Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s).

Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by Partnership.

Should any indemnitee described herein be required to bring an action against the Contractor to assert its right to defense or indemnification under this Agreement or under the Contractor's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

In the event of an action filed against Partnership resulting from the Partnership's performance under this Agreement, the Partnership may elect to represent itself and incur all costs and expenses of suit.

Contractor also waives any and all claims and recourse against the Partnership or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except "responsibility for his own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent" as per 28-2-702, MCA.

These obligations shall survive termination of this Agreement and the services performed hereunder.

In addition to and independent from the above, Contractor shall at Contractor's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Contractor in subsection (a) of this Section.

The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the Partnership without limit and without regard to the cause therefore and which is acceptable to the Partnership and Contractor shall furnish to the Partnership an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:

Workers' Compensation – statutory;

Employers' Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
Automobile Liability - \$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate;
and
Professional Liability - \$1,000,000 per claim; \$2,000,000 annual aggregate.

The above amounts shall be exclusive of defense costs. The Downtown Bozeman Partnership, its officers, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on both the Commercial General and Automobile Liability policies. The insurance and required endorsements must be in a form suitable to Partnership and shall include no less than a sixty (60) day notice of cancellation or non-renewal. The Partnership must approve all insurance coverage and endorsements prior to the Contractor commencing work. Contractor shall notify Partnership within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.

The Partnership must approve all insurance coverage and endorsements prior to the Contractor commencing work.

8. Termination for Contractor's Fault: If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the Partnership may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the work ("Termination Notice Due to Contractor's Fault"). The Partnership may then take over the work and complete it, either with its own resources or by re-letting the contract to any other third party.

In the event of a termination pursuant to this Section 8, Contractor shall be entitled to payment only for those services Contractor actually rendered.

Any termination provided for by this Section 8 shall be in addition to any other remedies to which the Partnership may be entitled under the law or at equity.

In the event of termination under this Section 8, Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

9. Termination for Partnership's Convenience:

a. Should conditions arise which, in the sole opinion and discretion of the Partnership, make it advisable to the Partnership to cease performance under this Agreement Partnership may terminate this Agreement by written notice to Contractor ("Notice of Termination for Partnership's Convenience"). The termination shall be effective in the manner specified in the Notice of Termination for Partnership's

Convenience and shall be without prejudice to any claims that the Partnership may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for Partnership's Convenience, unless otherwise directed in the Notice, the Contractor shall immediately cease performance under this Agreement and make every reasonable effort to refrain from continuing work, incurring additional expenses or costs under this Agreement and shall immediately cancel all existing orders or contracts upon terms satisfactory to the Partnership. Contractor shall do only such work as may be necessary to preserve, protect, and maintain work already completed or immediately in progress.

c. In the event of a termination pursuant to this Section 9, Contractor is entitled to payment only for those services Contractor actually rendered on or before the receipt of the Notice of Termination for Partnership's Convenience.

d. The compensation described in Section 9(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

10. Limitation on Contractor's Damages; Time for Asserting Claim:

a. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages shall be limited to contract damages and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.

b. In the event Contractor wants to assert a claim for damages of any kind or nature, Contractor shall provide Partnership with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within thirty (30) days of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor shall waive all rights to assert such claim.

11. Representatives:

a. Partnership's Representative: The Partnership's Representative for the purpose of this Agreement shall be Chris Naumann, Downtown Bozeman Partnership executive director, or such other individual as Partnership shall designate in writing. Whenever approval or authorization from or communication or submission to Partnership is required by this Agreement, such communication or submission shall be directed to Chris Naumann as the Partnership's Representative and approvals or authorizations shall be issued only by such

Representative; provided, however, that in exigent circumstances when Partnership's Representative is not available, Contractor may direct its communication or submission to other designated Partnership personnel or agents as listed above and may receive approvals or authorization from such persons.

b. Contractor's Representative: The Contractor's Representative for the purpose of this Agreement shall be _____ or such other individual as Contractor shall designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication shall be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, Partnership may direct its direction or communication to other designated Contractor personnel or agents.

12. Permits: Contractor shall provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, and inspections from applicable governmental authorities, and pay all fees and charges in connection therewith.

13 Laws and Regulations: Contractor shall comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, affirmative action, and utilization of minority and small business statutes and regulations.

14. Nondiscrimination: The Contractor agrees that all hiring by Contractor of persons performing this Agreement shall be on the basis of merit and qualifications. The Contractor will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. The Contractor will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. The Contractor shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated thereunder. The Contractor shall require these nondiscrimination terms of its sub-Contractors providing services under this agreement.

15. Intoxicants, DOT Drug and Alcohol Regulations/Safety and Training: Contractor shall not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, by any employee or agent engaged in services to the Partnership under this Agreement while on Partnership property or in the performance of any activities under this Agreement. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations

under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. Partnership shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

The Contractor shall be responsible for instructing and training the Contractor's employees and agents in proper and specified work methods and procedures. The Contractor shall provide continuous inspection and supervision of the work performed. The Contractor is responsible for instructing his employees and agents in safe work practices.

16. Modification and Assignability: This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of Partnership. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

17. Reports/Accountability/Public Information: Contractor agrees to develop and/or provide documentation as requested by the Partnership demonstrating Contractor's compliance with the requirements of this Agreement. Contractor shall allow the Partnership, its auditors, and other persons authorized by the Partnership to inspect and copy its books and records for the purpose of verifying that the reimbursement of monies distributed to Contractor pursuant to this Agreement was used in compliance with this Agreement and all applicable provisions of federal, state, and local law. The Contractor shall not issue any statements, releases or information for public dissemination without prior approval of the Partnership.

18. Non-Waiver: A waiver by either party any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

19. Attorney's Fees and Costs: That in the event it becomes necessary for either Party of this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

20. Taxes: Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings.

21. Dispute Resolution:

a. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

b. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

22. Survival: Contractor's indemnification shall survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

23. Headings: The headings used in this Agreement are for convenience only and are not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

24. Severability: If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

25. Applicable Law: The parties agree that this Agreement is governed in all respects by the laws of the State of Montana.

26. Binding Effect: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

27. No Third-Party Beneficiary: This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

28. Counterparts: This Agreement may be executed in counterparts, which together constitute one instrument.

29. Integration: This Agreement and all Exhibits attached hereto constitute the entire agreement of the parties. Covenants or representations not contained therein or made a part thereof by reference, are not binding upon the parties. There are no understandings between the parties other than as set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.

30. Extensions: This Agreement may, upon mutual agreement, be extended for a period of one year by written agreement of the Parties. In no case, however, may this Agreement run longer than December 31, 2018.

[END OF AGREEMENT EXCEPT SIGNATURE PAGE]