

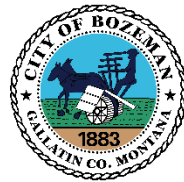
BOZEMAN^{MT}

REQUEST FOR PROPOSALS (RFP)

BOZEMAN CITY HALL PARKING LOT REPLACEMENT

CITY OF BOZEMAN

Bozeman, MT



City of Bozeman
PO Box 1230
Bozeman, MT 59771-1230

June 2026

INSTRUCTIONS

NOTICE IS HEREBY given that the City of Bozeman (City) is seeking proposals from firms to provide asphalt paving services for the Bozeman City Hall Parking Lot Replacement Project.

Copies of the [Request for Proposals](#) are available on the City's website.

All proposals must be provided as a single, searchable PDF document file and be submitted digitally as an email attachment to the City email address below. All proposals must comply with level A and AA Success Criteria and Conformance Requirements as defined by current [Web Content Accessibility Guidelines \(WCAG\)](#). Respondents are advised that City's email attachment size limit is 25MB and that only one PDF file will be allowed per response. The subject line of the transmittal email shall clearly identify the RFP title, company name and due date/time. File sizes greater than 25MB in size may be uploaded to the City Clerks' Office upon special arrangement with the City Clerk. It is the Respondent's sole responsibility to ensure the file upload is completed, and that the City is separately notified via email of same, prior to the given deadline.

Deliver RFPs via email to the City Clerk by **July 9, 2026 at 2:00 PM MT**. It is the sole responsibility of the Respondent to ensure that proposals are received prior to the closing time as late submittals will not be considered.

The email address for submission is: procurement@bozemanmt.gov

Any administrative questions regarding proposal procedures should be directed to: Mike Maas, City Clerk 406.582.2321, procurement@bozemanmt.gov.

Questions relating to the RFP should be directed to: Max Ziegler, Facilities Assistant Superintendent, 406.582.2439, Max.Ziegler@bozemanmt.gov.

Respondents will be required to agree to the City's non-discrimination and equal pay affirmation, attached as Appendix A.

DATED at Bozeman, Montana, this June 20, 2026.

Mike Maas
City Clerk
City of Bozeman

For publication on:
Saturday, June 20, 2026
Saturday, July 4, 2026

I. INTRODUCTION

The City of Bozeman (City), is seeking proposals from firms to undertake replacement of the East and West parking lots at Bozeman City Hall.

The City intends to enter into a contract with the selected firm that will include removal and recycling of existing asphalt, grading and compaction of parking lot base, installation of new 3" asphalt parking lot, and striping of parking stalls, ADA parking stalls, and designated walkways.

This RFP shall not commit the City to enter into an agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The City reserves the right to accept or reject all responses received as a result of this RFP if it is in the City's best interest to do so.

II. PROJECT BACKGROUND AND DESCRIPTION

Bozeman City Hall was originally constructed in 1981 as the Bozeman Public Library, featuring parking lots on the east and west side of the building. Over time the asphalt in both parking lots has degraded and settled, resulting in cracking, potholes, and standing water. This project is to tear out and replace the parking lots, including preparing the surface for paving by grading and compacting the parking lot base before repaving with 3" hot mix asphalt and restriping the parking lots. A small portion of the parking lot is currently bare road mix, to be replaced with asphalt paving.

As City Hall will remain open to the public Monday through Friday apart from holidays, at least one of the two parking lots must be kept available for staff and public use. This can be accommodated by either phasing the repaving of the East and West parking lots or executing the project over weekends and holidays as to conduct the work while City Hall is closed for business.

III. SCOPE OF SERVICES

The East and West parking lots at Bozeman City Hall combine to a total area of approximately 21,350 square feet, of which 1,200 square feet are currently exposed road mix. This project is to tear out and replace the existing asphalt, as well as asphalt pave the existing unpaved parking area.

The selected contractor will be responsible for removing the existing asphalt for recycling, preparing the road base for paving, and installing a new 3" asphalt parking lot. The parking lot base is to be graded and compacted for drainage and preparation for paving. After paving, the contractor shall re-stripe the parking lot following the existing parking layout, including ADA parking stalls and accessible walking areas.

During this project, City Hall will remain open for business. The selected contractor shall propose a plan to execute this project while maintaining one functional parking lot Monday through Friday aside from holidays. This may be accomplished by phased replacement of the East and West parking lot or conducting the work over weekends and holidays while City Hall is closed.

For projects over \$25,000, Montana prevailing wage rates shall apply. For Projects over \$80,000, the Montana Contractor Gross Receipts tax shall apply and 1% of payments withheld by the Department of Revenue. The selected contractor shall be responsible for compliance with prevailing wage, gross receipts tax, as well as costs for permits and fees.

This project is to be completed during the 2026 paving season.

Site walks may be scheduled at the request of the contractor. To schedule a site walk, please contact Max Ziegler, Facilities Assistant Superintendent, 406-582-2439, Max.Ziegler@bozemanmt.gov.

IV. PROPOSAL REQUIREMENTS

Firms interested in providing the services described above are requested to submit the following information. Responses to each item should appear in the same order as in this RFP and should identify the item to which the responses applies. Respondent must disclose whether Respondent intends to use Generative AI in the fulfillment of the services if awarded a contract.

a) Firm Profile

Provide a brief profile of your company, including capabilities and experience applicable to completing this project.

b) Description of Proposed Solution

Describe how your company intends to execute this project, including tear out, grading, and re-paving of the parking lots. Please include a description of the methods used and materials to be installed.

c) Proposed Schedule

Provide a proposed schedule for executing this project, including intended start date, phasing, and construction duration. The proposed schedule shall include how your firm intends to maintain accessible parking during City Hall's operating hours.

d) Recent and Current Work for the City of Bozeman

List any recent or current projects performed by your company for the City of Bozeman.

e) References

Provide three (3) references for clients for whom your firm has completed similar projects for.

f) Price Proposal

Provide a detailed and itemized price proposal for the full scope of this project.

g) Affirmation of Nondiscrimination and Equal Pay (see Appendix A)

Non-completion of the Affirmation of Nondiscrimination and Equal Pay is cause for disqualification of firms.

V. TIMELINES, DELIVERY DEADLINE, AND INSTRUCTIONS

EVENT	DATE/TIME
Publication dates of RFP	Saturday, June 20, 2026 Saturday, July 4, 2026
Deadline for receipt of proposals	July 9, 2026 – 2:00 PM MT
Evaluation of proposals	July 17, 2026
Interviews (if necessary) and Selection of consultants	TBD

With the exception of the advertising dates and advertised due date, the City reserves the right to modify the above timeline.

Deliver RFPs via email to the City Clerk (procurement@bozemanmt.gov) by **July 9, 2026 at 2:00 PM MT**. It is the sole responsibility of the Respondent to ensure that proposals are received prior to the closing time as late submittals will not be considered. All proposals must be provided as a single, searchable PDF document file and be submitted digitally as an email attachment to the RFP City email address procurement@bozemanmt.gov. Respondents are advised that City’s email attachment size limit is 25MB and that only one PDF file will be allowed per response. The subject line of the transmittal email shall clearly identify the RFP title, company name and due date/time. File sizes greater than 25MB in size may be uploaded to the City Clerks’ Office upon special arrangement with the City Clerk. It is the Respondent’s sole responsibility to ensure the file upload is completed, and that the City is separately notified via email of same, prior to the given deadline.

VI. AMENDMENTS TO SOLICITATION

Any interpretation or correction of this RFP will be published on the City's webpage. The deadline for questions related to this document is 12:00 PM MT on July 6, 2026.

VII. CONTACT INFORMATION

Any administrative questions regarding this RFP should be directed to: Mike Maas, City Clerk, 406.582.2321, procurement@bozemanmt.gov

Questions relating to scope of services should be directed to: Max Ziegler, Facilities Assistant Superintendent, 406-582-2439, Max.Ziegler@bozemanmt.gov.

VIII. SELECTION PROCEDURE

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 may arrange interviews with the finalist(s) prior to selection. Selection may be made directly based on the written RFP submission.

If interviews occur, the selection of finalists to be interviewed will be made by a selection committee representing the City. The selection of interview candidates will be based on an evaluation of the written responses to the RFPs.

All submitted proposals must be complete and contain the information required as stated in the "Request for Proposals."

IX. SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

- **[5 points] Firm Profile**
- **[30 points] Description of Proposed Solution**
- **[15 points] Proposed Schedule**
- **[5 points] Recent and Current Work for the City of Bozeman**
- **[5 points] References**
- **[40 points] Price Proposal**

X. FORM OF AGREEMENT

The selected Respondent will be required to enter into a contract with the City in substantially the same form as the agreement attached as Appendix B. Selected Respondent acknowledges that City may make changes to the agreement as required by the nature of the scope of services.

XI. CITY RESERVATION OF RIGHTS / LIABILITY WAIVER

All proposals submitted in response to this RFP become the property of the City and public records and, as such, are subject to public disclosure.

A submission in response to this RFP confers no rights upon any respondents and shall not obligate the City in any manner whatsoever. The City reserves the right to not make an award or to solicit additional proposals at a later date.

- A. This RFP may be canceled, or any or all responses may be rejected in whole or in part, as specified herein, when it is in the best interests of the City. If the City cancels or revises this RFP, all Respondents who submitted will be notified.
- B. The City reserves the right to accept or reject any and all proposals; to add or delete items and/or quantities; to amend the RFP; to waive any minor irregularities, informalities, or failure to conform to the RFP; to extend the deadline for submitting proposals; to postpone award; to award one or more contracts, by item or task, or groups of items or tasks, if so provided in the RFP and if multiple awards or phases are determined by the City to be in the public interest.
- C. The City reserves the right to consider in its evaluation of the proposal if any Respondent has; previously failed to perform properly to the satisfaction of the City, fail to complete on time agreements of similar nature, or who is not in a position to perform such an agreement satisfactorily as determined by the City.
- D. The City reserves the right to determine the best qualified Respondent and negotiate a final scope of service and cost, negotiate a contract with another Respondent if an agreement cannot be reached with the first selected Respondent, or reject all proposals.
- E. The professional services contract between the City and the successful Respondent will incorporate the Respondent's scope of service and work schedule as part of the agreement (see Appendix B for form of agreement. The agreement presented to the Respondent may differ from this form as appropriate for the scope of services).
- F. This RFP does not commit the City to award a contract. The City assumes no liability or responsibility for costs incurred by firms in responding to this request for proposals or request for interviews, additional data, or other information with respect to the selection process, prior to the issuance of an agreement, contract or purchase order. **The Respondent, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.**

G. The City 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 City cancels or revises this RFP, all Respondents who submitted proposals will be notified.

H. Projects under any contract are subject to the availability of funds.

XII. NONDISCRIMINATION AND EQUAL PAY POLICY

The City requires each entity submitting under this notice shall affirm, on a separate form provided, that 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, sexual preference, gender identity, or disability in fulfillment of a contract entered into for the services identified herein and that this prohibition on discrimination shall apply to the hiring and treatment of the submitting entity's employees and to all subcontracts it enters into in the fulfillment of the services identified herein. Failure to comply with this requirement shall be cause for the submittal to be deemed nonresponsive.

The City also requires each entity submitting under this notice shall affirm it will abide by the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Pay Act).

XIII. MISCELLANEOUS

- A. **No Oral Agreements.** No conversations or oral agreements with any officer, employee, or agent of the City shall affect or modify any term of this RFP. Oral communications or any written/email communication between any person and City officer, employee or agent shall not be considered binding.

- B. **No Partnership/Business Organization.** Nothing in this RFP or in any subsequent agreement, or any other contract entered into as a result of this RFP, shall constitute, create, give rise to or otherwise be recognized as a partnership or formal business organization of any kind between or among the Respondent and the City.

- C. **Employment Restriction and Indemnity.** No person who is an owner, officer, employee, contractor, or consultant of a respondent shall be an officer or employee of the City. No rights of the City's retirement or personnel rules accrue to a Respondent, its officers, employees, contractors, or consultants. Respondents shall have the responsibility of all salaries, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation other benefits and taxes and premiums appurtenant thereto concerning its officers, employees, contractors, and consultants. Each Respondent shall save and hold the City harmless with respect to any and all claims for payment, compensation, salary, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation other benefits and taxes and premiums in any way related to each Respondent's officers,

employees, contractors and consultants.

- D. **Accessibility.** Upon reasonable notice, the City will provide assistance for those persons with sensory impairments. For further information please contact the ADA Coordinator at 406-582-3232.
- E. **Procurement.** When discrepancies occur between words and figures in this RFP, the words shall govern. No responsibility shall attach to a City employee for the premature opening of an RFP not properly addressed and identified in accordance with these documents.
- F. **Governing Law.** This solicitation and any disputes arising hereunder or under any future agreement shall be governed and construed and enforced in accordance with the laws of the State of Montana, and venue for all legal proceedings shall be in the 18th Judicial District Court, Gallatin County. By offering to perform services under this RFP, all Submitters agree to be bound by the laws of the State of Montana and of the City, including, but not limited to, applicable wage rates, payments, gross receipts taxes, building codes, equal opportunity employment practices, safety, non-discrimination, etc.

XIV. ATTACHMENTS

The following exhibits are incorporated in this RFP:

- Appendix A: Non-Discrimination Affirmation
- Appendix B: Sample form of Construction Agreement
- Appendix C: City Hall Parking Lot Paving Plan

END OF RFP

Appendix A

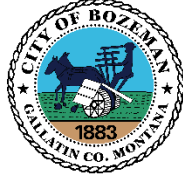
NONDISCRIMINATION AND EQUAL PAY AFFIRMATION

_____ (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.

_____ (name of entity submitting) hereby affirms it will abide by the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Pay Act).

[Name and title of person authorized to sign on behalf of Respondent]

APPENDIX B



CONSTRUCTION AGREEMENT

This **Construction Agreement** is made and entered into this ____ day of _____, 202__ (“Effective Date”), by and between the **CITY OF BOZEMAN, MONTANA**, a self-governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as “City,” and, _____, hereinafter referred to as “Contractor.” City and Contractor may be referred to individually as “Party” and collectively as “Parties.”

In consideration of the covenants, agreements, representations, and warranties contained herein, the Parties agree as follows:

1. Work to be Performed:

a. A description of the work to be performed to the Bozeman City Hall Parking Lot Replacement Project (the “Construction Project”) and Contractor’s duties is set forth in the Scope of Services, attached as Exhibit A and by this reference made a part of this Agreement.

b. Prior to the commencement of any work on Construction Project, Contractor’s representatives and City’s representatives must hold a meeting to establish a working understanding among the Parties as to the scope of Construction Project and duties of Contractor. At this meeting, Contractor and City must resolve any outstanding issues related to the plans, designs, drawings, and specifications. If the Parties are unable to resolve these issues and City fails, refuses, or is unable to approve the same, no work must commence on Construction Project until such issues are resolved and City approves the related plans, designs, drawings, and specifications.

c. Except as provided elsewhere in this Agreement, Contractor must furnish all the labor, materials, equipment, tools, and services necessary to perform and complete Construction Project.

d. During work on Construction Project, and as part of the final completion of Construction Project, Contractor must clean up the Project site, including the removal and satisfactory disposal of all waste, garbage, excess materials, and equipment, and the performance of any other work necessary to restore the site to at least as good order and condition as at the commencement of Construction Project.

2. **City-Supplied Materials:** City may supply materials from time to time in furtherance of Construction Project. Such materials will be noted as an addendum to this Agreement.

3. **Time of Performance:** Contractor must begin Construction Project after receiving a Notice to Proceed from City and must complete Construction Project no later than October 30, 2026, or before ambient temperatures fall below asphalt manufacturers' recommendations for installation. Time is of the essence of completion of all work and each phase of Construction Project.

4. **Liquidated Damages:** If Construction Project is not completed within the time provided by this Agreement, City may deduct for each day Construction Project remains uncompleted the sum of Two Hundred Dollars (\$200.00) from the compensation hereinafter specified and retain that sum as payment for liquidated damages sustained by reason of Contractor's failure to complete Construction Project on time.

5. **Compensation:**

a. City must pay to Contractor, and Contractor must accept as full payment for the performance of this Agreement and Construction Project, the amount of _____ Dollars (\$ _____).

b. Prior to beginning work outside the original Construction Project, both Parties must agree in writing to the additional work and costs ("Change Order").

c. City may retain five percent (5%) of the total amount of compensation to be paid to Contractor to ensure compliance with the terms and conditions of this Agreement and the timely completion of Construction Project and any punch list items ("Retainage Amount"). City must pay the Retainage Amount, if any, to Contractor thirty (30) days after City's final acceptance of Construction Project.

6. Inspection and Testing:

a. City has the right to inspect and test any work performed by Contractor on Construction Project. Contractor must allow City and its agents access to Construction Project at all times and must provide access for inspection and testing, including temporarily discontinuing portions of the work or uncovering or removing portions of the work. Any inspection and testing performed by City and its agents is for the sole benefit of City and must not relieve Contractor of its duties, responsibilities, and obligations to ensure the work strictly complies with the Scope of Services and all applicable laws and building and safety codes. City's inspection and testing is not deemed or considered acceptance by City of any portion of Construction Project. City's inspection and testing does not serve to nullify, amend, or waive any warranties provided by Contractor under this Agreement.

b. Contractor must, without charge, replace any material or correct any work found by City or its agents to be defective or otherwise not in compliance with the terms and conditions of this Agreement. If Contractor fails to replace or correct any defective work or materials after receiving reasonable written notice by City, City may take corrective action. Corrective action may include using City's own materials and employees or retaining a third Party. City will deduct the cost and expense of the corrective action from Contractor's compensation.

7. Partial Utilization of Construction Project: City has the right to use or occupy any portion of Construction Project City and Contractor mutually agree is substantially completed. If City takes possession of any portion of Construction Project, this possession is not an acceptance of Construction Project, in whole or in part. Any use by City of Construction Project is not grounds for extensions of any construction deadlines or a change in Contractor's compensation. Contractor's warranties runs from the completion of the total Construction Project and not from the date City may take possession of selected portions of Construction Project.

8. Related Work at the Site: Nothing in this Agreement prevents or precludes City, through its employees or by contract with a third Party, from performing work related to the Project not otherwise addressed in the Scope of Services. Such work may not interfere with Contractor's performance of this Agreement. Contractor must allow access for any City employee, agent or representative, or any third Party under contract with City to perform the work.

9. Contractor's Representations and Warranties: Contractor represents and warrants as follows:

a. Unless otherwise specified by the terms of this Agreement, all materials used by Contractor on Construction Project must be new and of the most suitable grade for their intended uses.

b. The quality of services and materials must be of a kind and nature acceptable to City. All services provided to, on, or for Construction Project must be free of defects and nonconformities.

c. Contractor's representation and warranty begins with the commencement of the work on Construction Project and ends one (1) year from the final completion and acceptance by City of Construction Project, regardless of whether such equipment, materials, or labor were supplied by Contractor or by Contractor's subcontractors or suppliers. Other express warranties for materials that provide for a longer warranty period are not reduced by this provision. When Contractor receives City's written notice of a defective or nonconforming condition during an applicable warranty period, Contractor must take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to City and at no additional cost to City. Contractor must also, at its sole cost, perform any tests required by City to verify that Contractor corrected the defective or nonconforming condition. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

d. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

e. Contractor is responsible for the completion of Construction Project. Contractor, or its duly authorized representative assigned to serve as Construction Project Manager, must be personally present at the site of Construction Project during working hours for the term of this Agreement until the completion of Construction Project.

f. Contractor must have a complete, accurate, and up-to-date set of construction plans, drawings, and specifications on site at all times.

g. Contractor has examined all available records and made field examinations of the site of Construction Project. Contractor has knowledge of the field conditions to be encountered during Construction Project. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

h. Contractor is responsible for the safety of the work and must maintain all lights, guards, signs, temporary passages, or other protections necessary for safety of the site at all times.

i. All work must be performed at Contractor's risk, and Contractor must promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss.

j. Contractor is responsible for any loss or damage to materials, tools, or other articles used or held for use in the completion of performance of Construction Project.

k. Contractor's performance must be without damage or disruption to any other work or property of City or of others and without interference with the operation of existing machinery or equipment, unless otherwise agreed to in writing.

l. Title to all work, materials, and equipment covered by any payment of Contractor's compensation by City, will pass to City at the time of payment, free and clear of all liens and encumbrances.

10. Prevailing Wage Requirements

a. Montana Resident Preference. The nature of the work performed, or services provided, under this Contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or non-construction services. Contractor must abide by the requirements set out in 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

b. Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules.

Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that Contractors, subcontractors, and employers must pay during the public works contract. Wage rate adjustments for multiyear public works contracts are the sole responsibility of the Contractor and must be done in accordance with 18-2-417, MCA.

c. Notice of Wages and Benefits. Furthermore, 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with 18-2-423, MCA.

d. Wage Rates, Pay Schedule, and Records. 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under 18-2-423, MCA, for not less than three years after Contractor's, subcontractor's, or employer's completion of work on the public works contract.

11. Delays and Extensions of Time: If Contractor's performance of this Agreement is prevented or delayed by any unforeseen cause beyond the control of Contractor, including acts or omissions of City, Contractor must, within ten (10) days of the commencement of any such delay, give City written notice thereof. Further, Contractor must, within ten (10) days of the termination of such delay, give City written notice of the total actual duration of the delay. If City is provided with these required notices and if City determines that the cause of the delay was not foreseeable, was beyond the control of Contractor, and was not a result of the fault or negligence of Contractor, then City will determine the total duration of the delay and extend the time for performance of the Agreement accordingly. Unless the delay is caused by the intentional interference of City with Contractor's performance, Contractor must make no claim for damages or any other claim other than for an extension of time as herein provided by reason of any delays.

12. Suspension:

a. City may, by written notice to Contractor and at its convenience for any reason, suspend the performance of all or any portion of the work to be performed on Construction Project ("Notice of Suspension"). The Notice of Suspension must set forth the time of suspension,

Construction Agreement for Bozeman City Hall Parking Lot Replacements

FY2027

if then known to City. During the period of suspension, Contractor must use its best efforts to minimize costs associated with the suspension.

b. Upon Contractor's receipt of any Notice of Suspension, unless the notice requires otherwise, Contractor must: **(1)** immediately discontinue work on the date and to the extent specified in the Notice of Suspension; **(2)** place no further orders or subcontracts for materials, services, or equipment; **(3)** promptly make every reasonable effort to obtain suspension upon terms satisfactory to City of all orders, subcontracts, and rental agreements to the extent that they relate to the performance of the work suspended; and **(4)** continue to protect and maintain the Project, including those portions on which work has been suspended.

c. As compensation for the suspended work, Contractor will be reimbursed for the following costs, reasonably incurred, without duplication of any item, and to the extent that such costs directly resulted from the suspension: **(1)** a standby charge paid during the period of suspension which will be sufficient to compensate Contractor for keeping, to the extent required in the Notice of Suspension, Contractor's organization and equipment committed to the Project in standby status; **(2)** all reasonably incurred costs for the demobilization of Contractor's and subcontractor's crews and equipment; **(3)** an equitable amount to reimburse Contractor for the cost to protect and maintain the Project during the period of suspension; and **(4)** an equitable adjustment in the cost of performing the remaining portion of the work post-suspension if, as a direct result of the suspension, the cost to Contractor of subsequently performing the remaining work on Construction Project has increased or decreased.

d. Upon receipt of written notice by City to resume the suspended work ("Notice to Resume Work"), Contractor must immediately resume performance of the suspended work as to the extent required in the Notice to Resume Work. Any claim by Contractor for time or compensation described in Section 11(c) must be made within fifteen (15) days after receipt of the Notice to Resume Work and Contractor must submit a revised Construction Schedule for City's review and approval. Contractor's failure to timely make such a claim must result in a waiver of the claim.

e. No compensation described in Section 11(c) must be paid and no extension of time to complete Construction Project must be granted if the suspension results from Contractor's non-compliance with or breach of the terms or requirements of this Agreement.

13. Termination for Contractor's Fault:

a. 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, City may, by written notice, terminate this Agreement and Contractor's right to proceed with all or any part of Construction Project ("Termination Notice Due to Contractor's Fault"). City may then take over Construction Project and complete it, either with its own resources or by re-letting the contract to any other third party, and may immediately take possession of and use such materials, appliances, tools, and equipment as may be on the site and which may be necessary for the completion of Construction Project.

b. In the event of a termination pursuant to this Section 13, Contractor must be entitled to payment only for those services Contractor actually rendered. In the case of a lump sum or unit price contract, Contractor must not be entitled to any further payment until Construction Project has been completed. Upon completion of Construction Project, if the unpaid balance of Contractor's compensation exceeds the cost to City of completing the work, including all costs paid to any subcontractors or third Parties retained by City to complete Construction Project and all administrative costs resulting from the termination ("City's Cost for Completion"), such excess must be paid to Contractor. If City's Cost for Completion exceeds the unpaid balance of Contractor's compensation, then Contractor and its sureties must be liable for and must pay the difference, plus interest at the rate applicable to court judgments, to City.

c. Any termination provided for by this Section 13 must be in addition to any other remedies to which City may be entitled under the law or at equity.

d. In the event of termination under this Section 13, Contractor must, 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.

14. Termination for City's Convenience:

a. Should conditions arise which, in the sole opinion and discretion of City, make it advisable to City to cease work on Construction Project, City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination must be effective in the manner specified in the Notice of Termination for City's Convenience and must be without prejudice to any claims that City may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, Contractor must immediately cease work on Construction

Project, discontinue placing orders for materials, supplies, and equipment for Construction Project, and make every reasonable effort to cancel all existing orders or contracts upon terms satisfactory to City. Contractor must do only such work as may be necessary to preserve, protect, and maintain work already completed, in progress, or in transit to the construction site.

c. In the event of a termination pursuant to this Section 14, Contractor is entitled to payment only for those services Contractor actually rendered and materials actually purchased or which Contractor has made obligations to purchase on or before the receipt of the Notice of Termination for City's Convenience, and reasonably incurred costs for demobilization of Contractor's and any subcontractor's crews. It is agreed that any materials that City is obligated to purchase from Contractor will remain City's sole property.

d. The compensation described in Section 14(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor must, 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.

15. 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 must be limited to contract damages and Contractor 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 must provide City 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 ten (10) days of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor must waive all rights to assert such claim.

c. Upon acceptance of final payment and for other good and valuable consideration, Contractor must and hereby does release and forever discharge City, its officers, agents, and employees of and from any and all claims, demands, actions, causes of action, obligations, and liabilities of every kind and character whatsoever, in law and in equity, whether now known or in the future discovered, arising from or related to this Agreement or Construction Project that Contractor may have or assert against City, its officers, agents, and employees.

16. Representatives and Notices:

a. **City's Representative:** City's Representative for the purpose of this Agreement must be Max Ziegler, Facilities Assistant Superintendent, or such other individual as City must designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission must be directed to City's Representative and approvals or authorizations must be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents and may receive approvals or authorization from such persons.

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

c. **Notices:** All notices required by this Agreement must be in writing and must be provided to the Representatives named in this Section. Notices must be deemed given when delivered, if delivered by courier to Party's address shown above during normal business hours of the recipient; or when sent, if sent by email or fax (with a successful transmission report) to the email address or fax number provided by the Party's Representative; or on the fifth business day following mailing, if mailed by ordinary mail to the address shown above, postage prepaid.

17. Locating Underground Facilities: Contractor must be responsible for obtaining and determining the location of any underground facilities, including but not limited to, the location of any pipelines or utility supply, delivery, or service lines in accordance with the provisions of §69-4-501, et seq., Montana Code Annotated (MCA). Contractor must make every effort to avoid damage to underground facilities and must be solely responsible for any damage that may occur. If City personnel assume responsibility for locating any underground facilities, this fact must be noted in writing prior to commencement of such location work.

18. Permits: Contractor must provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, including a City of Bozeman business license, and inspections from applicable governmental authorities, pay all fees

and charges in connection therewith, and perform all surveys and locations necessary for the timely completion of Construction Project.

19. Ownership of Documents; Indemnification: All plans, designs, drawings, specifications, documents, sample results and data, in whatever medium or format, originated or prepared by or for Contractor in contemplation of, or in the course of, or as a result of this Agreement or work on Construction Project, must be promptly furnished to City (“City Documents and Information”). All City Documents and Information must be the exclusive property of City and must be deemed to be works-for-hire. Contractor hereby assigns all right, title, and interest in and to City Documents and Information, including but not limited to, all copyright and patent rights in and to City Documents and Information. Neither Party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

20. Laws and Regulations: Contractor must 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.

21. Nondiscrimination and Equal Pay: Contractor agrees that all hiring by Contractor of persons performing this Agreement must be on the basis of merit and qualifications. Contractor will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. 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. Contractor must 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.

Contractor represents it is, and for the term of this Agreement will be, in compliance with the requirements of the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Montana Equal Construction Agreement for Bozeman City Hall Parking Lot Replacements

Pay Act). Contractor must report to City any violations of the Montana Equal Pay Act that Contractor has been found guilty of within 60 days of such finding for violations occurring during the term of this Agreement.

Contractor must require these nondiscrimination terms of its subcontractors providing services under this Agreement.

22. Generative Artificial Intelligence (AI): City's representative may, in their discretion, permit or deny Contractor's use of Generative AI. If Contractor is permitted to use Generative AI, Contractor agrees to review any work created by Generative AI for accuracy, bias, and copyright infringement. Contractor agrees it will never submit any confidential or personal identifiable information acquired through this Agreement into a Generative AI system. For the purposes of this section, Generative AI is defined as a deep learning model that can generate high quality content such as stories or writings, images, voice replication and music.

23. Intoxicants; DOT Drug and Alcohol Regulations: Contractor must not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, upon the site of Construction Project. Contractor acknowledges it is aware of and must 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. City must have the right to request proof of such compliance and Contractor must be obligated to furnish such proof.

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

24. Labor Relations:

a. In the event that, during the term of this Agreement and throughout the course of Contractor's performance of Construction Project, any labor problems or disputes of any type arise or materialize which in turn cause any work on Construction Project to cease for any period of time, Contractor specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. The specific steps Contractor must take to resume work on Construction Project must be left to the discretion of Contractor; provided, however, that Contractor must bear all costs of any related legal action. Contractor must provide immediate relief to City so as to permit the

work on Construction Project to resume and be completed within the time frames set forth in the Construction Schedule at no additional cost to City.

b. In addition to Contractor's indemnification obligations under paragraph 29(a) of this Agreement, Contractor must indemnify, defend, and hold City 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. The provisions of paragraph 28(b) – (g) apply to this subsection.

25. Subcontractors:

a. Contractor may employ subcontractors for any work on Construction Project. Contractor must provide City with a list of all subcontractors employed.

b. Contractor remains fully responsible for the acts and omissions of any subcontractor, just as Contractor is for its own acts and omissions, and Contractor must remain fully responsible and liable for the timely completion of Construction Project.

c. Contractor is solely liable for any and all payments to subcontractors. Contractor must hold all payments received from City in trust for the benefit of subcontractors, and all such payments must be used to satisfy obligations of Construction Project before being used for any other purpose. Contractor must make any payments due to any subcontractor within seven (7) days of Contractor's receipt of payment, including a proportional part of the retainage Contractor has received from City. In the event of a dispute regarding any subcontractor's invoice, Contractor must promptly pay the undisputed amount to the subcontractor and notify the subcontractor in writing of the amount in dispute and the reasons for the dispute. Any withholding of payment must comply with the requirements of §28-2-2103, MCA. In the event Contractor is unwilling or unable to make timely and proper payment to any subcontractor, City may elect to withhold any payment otherwise due to Contractor and upon seven (7) days' written notice to Contractor, may pay subcontractor by direct or joint payment.

26. Indebtedness and Liens: Before City may make any final payment to Contractor, Contractor must furnish City with satisfactory proof that there are no outstanding debts or liens in connection with Construction Project. If Contractor allows any indebtedness to accrue to subcontractors or others during the progress of the work, and fails to pay or discharge the same within five (5) days after demand, then City may either withhold any money due to Contractor until such indebtedness is paid or apply the same towards the discharge of the indebtedness. If

any lien or claim is filed or made by any subcontractor, material supplier, or any other person, Contractor must immediately notify City and must cause the same to be discharged of record within thirty (30) days after its filing.

27. Hazard Communication: Contractor must comply with all hazard communication requirements dictated by the Environmental Protection Agency, the Montana Department of Agriculture, OSHA, Hazard Communications Standard, 29 CFR 1910.1200, and applicable City ordinances. Contractor must supply a chemical list, the associated material safety data sheets (MSDS), and other pertinent health exposure data for chemicals that Contractor's, subcontractor's or City's employees may be exposed to while working on City property during the course of Construction Project. One copy of this documentation must be delivered to City to the attention of City's Representative. This documentation must be delivered before work involving these chemicals may commence.

28. Accounts and Records: During the term of this Agreement and for two (2) years following City's final acceptance of Construction Project, Contractor must maintain accounts and records related to Construction Project. Upon reasonable notice, City must have the right to inspect all such accounts and records, including but not limited to, Contractor's records, books, correspondence, instructions, drawings, specifications, field and site notes, receipts, invoices, bills, contracts, or other documents relating to Construction Project.

29. Indemnification; Insurance; Bonds:

a. Contractor agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) 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 City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of Contractor; or (ii) any negligent, reckless, or intentional misconduct of any of Contractor's agents.

b. Such obligations must 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).

c. Contractor's indemnity under this Section must be without regard to and without any right to contribution from any insurance maintained by the City.

d. Should the City be required to bring an action against Contractor to assert its right to defense or indemnification under this Agreement or under Contractor's applicable insurance policies required below the City must 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 Contractor was obligated to defend the claim(s) or was obligated to indemnify the City for a claim(s) or any portion(s) thereof.

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

f. Contractor also waives any and all claims and recourse against the City, 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 [the City's] 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.

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

h. In addition to and independent from the above, Contractor must 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 Contractor in this Section. The insurance coverage must not contain any exclusion for liabilities specifically assumed by Contractor in subsection (a) of this Section. The insurance must 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 City without limit and without regard to the cause therefore and which is acceptable to the City. Contractor must furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as shown below:

- **Workers' Compensation** – not less than statutory limits;
- **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;
- **Products and Completed Operations** – \$1,000,000;
- **Automobile Liability** - \$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate (all owned, hired, non-owned vehicles);
- **Builder's Risk/Property Insurance** at least as broad as that provided by the ISO special causes of loss form (CP10 30) naming at a minimum the City in an amount equal to greater of Contractor's compensation or full replacement value of the work (covering at a minimum all work, buildings, materials and equipment, whether on site or in transit, loss due to fire, lightening, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws, water damage, flood if site within a flood plain, repair or replacement costs, testing and start-up costs) on an all risk coverage basis. This insurance must include waivers of subrogation between the City and Contractor to the extent that damage to Construction Project or City Hall is covered by other insurance;
- **Owner's and Contractor's Protective Liability:** one policy designating the City (including its agents, representatives, employees, and officers) as the insured and another independent policy designated the City's Representative (including its consultants, consultants, agents and employees) as the insured on the declarations with both policies covering: (i) operations performed by Contractor under this Agreement for the City; and (ii) the City's and the City's Representatives acts or omissions, including negligent acts, in connection with its general supervision of the work of Contractor's and its subcontractors - \$1,000,000 per occurrence; \$2,000,000 aggregate;
- **Contractual Liability Insurance** (covering Contractor's indemnity obligations described in this Agreement) - \$1,000,000 per occurrence \$2,000,000 aggregate

The amounts of insurance provided must be exclusive of defense costs. The City of Bozeman must 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 the City and must include no less than a thirty (30) day notice of cancellation or non-renewal. Contractor must notify the City 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 City must approve all insurance coverage and endorsements prior to Contractor commencing work.

i. Pursuant to the City's authority provided for in 18-2-201(4) MCA, Contractor may not be required to provide bonds as required by 18-2-201(1) MCA under this Agreement.

30. Taxes: Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings. Contractor understands that all contractors or subcontractors working on a publicly funded project must comply with 15-50-101 through 15-50-311, MCA.

31. Dispute Resolution:

a. Any claim, controversy, or dispute between the Parties, their agents, employees, or representatives must 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 must be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

32. Survival: Contractor's indemnification and warranty obligations must survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

33. 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.

34. Waiver: A waiver by City of any default or breach by Contractor of any covenants, terms, or conditions of this Agreement does not limit City's right to enforce such covenants, terms, or conditions or to pursue City's rights in the event of any subsequent default or breach.

35. Attorney's Fees and Costs: In the event it becomes necessary for either Party 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 must be entitled to

reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel including City Attorney's Office staff.

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

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

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

39. Amendments: This Agreement may not be modified, amended, or changed in any respect except by a written document signed by all Parties.

40. 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.

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

42. Assignment: Contractor may not assign this Agreement in whole or in part without the prior written consent of City. No assignment will relieve Contractor of its responsibility for the performance of the Agreement and the completion of Construction Project. Contractor may not assign to any third Party other than Contractor's subcontractors on Construction Project, the right to receive monies due from City without the prior written consent of City.

43. Authority: Each Party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to sign this Agreement.

44. Independent Contractor: The Parties agree and acknowledge that in the performance of this Agreement and the completion of Construction Project, Contractor must render services as an independent contractor and not as the agent, representative, subcontractor, or employee of City. The Parties further agree that all individuals and companies retained by Contractor at all times will be considered the agents, employees, or independent

contractors of Contractor and at no time will they be the employees, agents, or representatives of City.

45. 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.

46. Consent to Electronic Signatures: The Parties have consented to execute this Agreement electronically in conformance with the Montana Uniform Electronic Transactions Act, Title 30, Chapter 18, Part 1, MCA.

****** END OF AGREEMENT EXCEPT FOR SIGNATURES ******

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed, effective on the date written above, and intend to be legally bound thereby.

CITY OF BOZEMAN, MONTANA

CONTRACTOR

By: _____
Chuck Winn, City Manager

By: _____

Print Name: _____

Title: _____




APPROVED AS TO FORM:

By: _____
Greg Sullivan, City Attorney

APPENDIX C

PARKING LOT PAVING PLAN
BOZEMAN CITY HALL
121 N ROUSE AVE
BOZEMAN, MT 59715



-  StormwaterInlets
-  FireHydrants
-  Pavement

Pavement: 0.49 Acres



0 112.5 225 450 US Feet