

SPECIFICATIONS AND BIDDING DOCUMENTS
Aerial Lift Forestry Truck



Parks & Recreation Department

September 2020

Name of Bidder _____
Address _____
Telephone Number _____



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**CITY OF KALISPELL
Aerial Lift Forestry Truck**

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PRELIMINARY TIMETABLE

SEPTEMBER 20, 2020	PUBLISH ADVERTISEMENT FOR BIDS
SEPTEMBER 27, 2020	PUBLISH ADVERTISEMENT FOR BIDS
OCTOBER 8, 2020	OPEN BIDS – 2:00 PM
OCTOBER 19, 2020	CITY COUNCIL AWARD BID
OCTOBER 21, 2020	ISSUE NOTICE OF AWARD
OCTOBER 23, 2020	AGREEMENT SIGNED
NOVEMBER 23, 2020	EQUIPMENT DELIVERY

SECTION 00100

INVITATION FOR BIDS

The City of Kalispell, Montana will receive sealed bids for an Aerial Lift Forestry Truck to meet or exceed the minimum specifications on file in the office of Department of Parks and Recreation, 306 1st Ave East, Kalispell, Montana. The City will purchase up to one (1) truck based on the information and pricing provided.

Bidding documents may be examined at the City of Kalispell clerk's office, 201 First Avenue East, City Hall, Kalispell, Montana 59901 or online at <https://www.kalispell.com/bids.aspx>.

Sealed bids with the title "Forestry Truck" will be received by the City Clerk's Office at 201 First Avenue East (PO Box 1997) Kalispell, MT 59903 until 2:00 PM, local time on Thursday, October 8, 2020. All bids will then be publicly opened and read aloud in the Main Level, City Hall Conference Room, 201 First Avenue East, Kalispell, Montana 59901.

All bidders shall, as bid security, accompany the bid with: 1) lawful currency of the United States or a cashier's check; or 2) a certified check or bank money order drawn and issued by a national bank located in Montana or by a banking corporation incorporated in Montana; or 3) a bid bond or bonds, executed by a surety corporation authorized to do business in Montana. The bid security shall be in the amount of ten percent (10%) of the total amount bid. Any such bank instrument shall be payable to the City of Kalispell. If a contract is awarded, the bidder whose bond is accepted and who shall thereafter refuse to enter into and execute the proposed contract, or as stated in the covenant, shall absolutely forfeit such moneys or bank instruments to the City, and become immediately liable on said bid bond in said sum. The bid security shall be returned to the unsuccessful bidders.

All bids must expressly covenant that if the bidder is awarded the contract, the bidder shall within fifteen (15) calendar days of the acceptance of said bid by the City Council, enter into a contract and give good and sufficient bond to secure the performance of the terms and conditions of the contract. In the event the successful bidder does not enter into a formal contract within fifteen (15) calendar days or give sufficient bond to secure performance, the bidder shall pay unto the City the difference between the amount of the bid of said bidder and the amount for which the City legally contracts with another party to perform said work if the latter amount is more than the former. The Performance Bond shall remain in effect until the date the City of Kalispell accepts the Aerial Lift Forestry Truck with Chip Box. The Payment Bond shall remain in effect for ninety (90) days, beginning the date the City of Kalispell accepts the Aerial Lift Forestry Truck with Chip Box. Performance and Payment Bonds shall be for 100% of the total contract price.

No bid shall be withdrawn after the opening of bids without the consent of the City Council for a period of sixty (60) days after the scheduled time of receiving the bids.

The City will accept the lowest responsible bid, but the Council reserves the right to reject any and all bids or to waive any technicality or informality and accept any bid which may be deemed

in the best interest of the City.

The successful bidder shall be required to abide by Federal and State Laws.

Authorized by order of the City Council of the City of Kalispell, Montana, in a regular meeting held on August 19, 2020.

City of Kalispell

By

Aimee Brunckhorst, CMC
City Clerk

Publish: September 20, 2020
 September 27, 2020

SECTION 00150
INFORMATION FOR BIDDERS

The City of Kalispell is soliciting bids for a new Aerial Lift Forestry Truck. The equipment bid must be complete and ready for immediate operation at delivery. The City will purchase the equipment based on the information and pricing provided with the bids.

The cost of all equipment and components not specifically required by these Specifications and Bidding Documents but which are required for the complete and operational system offered, shall be included with the unit and be represented in the final bid price of the bidder. All manufacturer's standard equipment and options shall be provided and included in the final bid price of the bidder.

It is the bidder's responsibility to carefully examine each item of the specifications. Failure to submit a complete bid or failure to respond to each bid item may cause the bid to be rejected. Any deviations from the specifications of the solicitation shall be fully described. The bidder shall include a separate sheet if necessary in order to accurately describe deviations.

Bidders shall complete this form as well as the Minimum Specifications Checklist, Approval of Subcontractors, submit their bid electronically, and provide the Bid Bond. The successful Bidder will be required to complete and sign the Agreement, and provide the Performance and Payment Bonds.

Bidders will be required to submit the brand name, manufacturer, and other information as requested for specific equipment and components within five (5) days from the date of the request. The City of Kalispell reserves the right to reject any equipment or component that the City deems unacceptable by reason of quality or performance.

The complete and ready for operation new Aerial Lift Forestry Truck shall be delivered to the City of Kalispell Parks and Recreation, 1532 First Avenue West, Kalispell, Montana 59901 within thirty days (30) days from the date of the Contract. If the Aerial Lift Forestry Truck with Chip Box is not delivered within thirty days (30) days from the date of the Contract, the Bidder shall pay the City of Kalispell one hundred dollars (\$100.00) for each calendar day that expires until the Aerial Lift Forestry Truck is delivered to and accepted by the City of Kalispell. If delivery is not possible within thirty days (30) days from the date of the Contract, the Bidder shall indicate a delivery estimate within the bid reply.

**SECTION 00300
BID CONDITIONS**

PROJECT IDENTIFICATION:

Kalispell, Montana
AERIAL LIFT FORESTRY TRUCK

THIS BID IS SUBMITTED TO:

City of Kalispell
201 1st Avenue East
P.O. Box 1997
Kalispell, Montana 59903-1997

CONTRACT

The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

BID TO REMAIN OPEN

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Bidder accepts that the Evaluation of bids will include review of overall pricing of each proposal as well as review of provided equipment components listed within the Bid Schedule. Price alone will not be the sole basis of evaluation. The City will accept the lowest responsible bid which most closely meets the required specifications.

SUBMITTING THE BID

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

Bidder has examined and carefully studied the Bidding Documents, and other related data identified in the Bidding Documents.

Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

Bidder has given owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.

The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual, firm, or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

DELIVERY

The Bidder will deliver a complete and fully operational **Aerial Lift Forestry Truck** in accordance with the specifications and the Contract Documents for the following **Lump Sum Bid Price(s):**

Aerial Lift Forestry Truck

Lump Sum Bid Price _____

Lump Sum Bid Price in Written Words

The OWNER reserves the right to reject any or all bids.

All bids will be evaluated on the basis of the sum of the Base Bid with or without Alternative(s) or any combination thereof.

LIQUIDATED DAMAGES

Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the time stated in the agreement.

BID DOCUMENTS

The following documents are attached to and made a condition of the Bid:

Required Bid security in the form of a Bid Bond identified in the Instructions to Bidders.

MEANING OF TERMS

The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions.

BID REJECTION

The owner reserves the right to reject any or all bids.

END OF SECTION 00300

**MINIMUM SPECIFICATIONS FOR
WARRANTY AND MANUALS
AERIAL LIFT FORESTRY TRUCK**

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING.
IF NOT COMPLIANT, STATE SPECIFICALLY THE ITEM BEING OFFERED.**

<u>DESCRIPTION</u>	<u>YES</u>	<u>NO</u>	<u>OFFERED</u>
SPECIFICATIONS			
A. AERIAL LIFT AND CHIP BODY			
1. The aerial lift working height shall be a minimum of sixty (60) feet.	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. The body shall be equipped with a chip box of at least eleven (11) feet in length.	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. The chip box shall have a capacity of at least twelve (12) cubic yards.	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. The chip box shall have a hoist cylinder to allow the chip box to be dumped.	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. The chip box hoist cylinder shall be equipped with a holding valve.	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. The body shall have a ladder and storage compartment located on the curbside of the body.	<input type="checkbox"/>	<input type="checkbox"/>	_____
7. Two (2) storage boxes shall be installed under the body behind the rear wheels, the boxes shall measure at least 24" in width and be white in color.	<input type="checkbox"/>	<input type="checkbox"/>	_____
8. Body shall include driver controlled toolbox compartment lighting (excluding through compartments).	<input type="checkbox"/>	<input type="checkbox"/>	_____
B. CAB AND CHASSIS			
1. The chassis shall be a Freightliner M2 106 or Equivalent	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. The cab shall be white in color.	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Truck shall be powered by a Cummins 6.7L ISB diesel engine or equivalent.	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Truck shall be equipped with an Allison 2500 Series automatic transmission or equivalent.	<input type="checkbox"/>	<input type="checkbox"/>	_____

**MINIMUM SPECIFICATIONS FOR
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**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING.
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<u>DESCRIPTION</u>	<u>YES</u>	<u>NO</u>	<u>OFFERED</u>
5. Truck shall have a GVWR of 26,000 lbs. or less. (Under CDL)	<input type="checkbox"/>	<input type="checkbox"/>	_____
C. ACCESSORIES			
1. Truck shall be equipped with cruise control.	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Truck shall be equipped with HVAC system which includes manually selectable defrost, dash vent, and floor vent modes, as well as temperature control.	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Truck shall be equipped with radio featuring AM/FM band, 3.5 millimeter aux input, and Bluetooth connectivity.	<input type="checkbox"/>	<input type="checkbox"/>	_____
D. WARRANTY			
1. Minimum one (1) year parts warranty.	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Minimum one (1) year labor warranty.	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Minimum ninety (90) days warranty for travel charges.	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Body shall carry a lifetime structural warranty.	<input type="checkbox"/>	<input type="checkbox"/>	_____
E. MANUALS			
1. One set of operation, parts, and service manuals shall be provided to the City of Kalispell upon delivery of unit. Service manual must include wiring diagrams.	<input type="checkbox"/>	<input type="checkbox"/>	_____

F. TRAINING

The vendor shall provide qualified personnel, at no additional cost to the City of Kalispell, to conduct the following training at the time the twenty seven Aerial Lift Forestry Truck is delivered to the City of Kalispell:

**MINIMUM SPECIFICATIONS FOR
WARRANTY AND MANUALS
AERIAL LIFT FORESTRY TRUCK**

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING.
IF NOT COMPLIANT, STATE SPECIFICALLY THE ITEM BEING OFFERED.**

<u>DESCRIPTION</u>	<u>YES</u>	<u>NO</u>	<u>OFFERED</u>
1. Provide eight (8) hours of training for operation, maintenance, and repair of the entire unit. This training shall take place at the City of Kalispell's Parks and Recreation and Central Garage facilities.	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. The training shall include mechanics training on trouble shooting and repairs of the refuse, electrical, hydraulic, and control systems.	<input type="checkbox"/>	<input type="checkbox"/>	_____

**SECTION 00400
BIDDER REFERENCES**

The Bidder shall provide the following information for three equipment sales of a similar nature to the equipment currently being bid that the Bidder has completed within the past five years in the space provided below.

EQUIPMENT 1 IDENTIFICATION:

LOCATION:

EQUIPMENT VALUE:

CLIENT AND REFERENCE CONTACT:

DESCRIPTION OF EQUIPMENT WITH ATTACHMENTS:

EQUIPMENT 2 IDENTIFICATION:

LOCATION:

EQUIPMENT VALUE:

CLIENT AND REFERENCE CONTACT:

DESCRIPTION OF EQUIPMENT WITH ATTACHMENTS:

EQUIPMENT 3 IDENTIFICATION:

LOCATION:

EQUIPMENT VALUE:

CLIENT AND REFERENCE CONTACT:

DESCRIPTION OF EQUIPMENT WITH ATTACHMENTS:

**SECTION 00500
AGREEMENT**

This Contract dated the _____ day of _____ in the year 2020, by and between City of Kalispell, a Municipal Corporation, 201 First Avenue East, Kalispell, MT 59901, hereinafter called "Owner" and _____, hereinafter called "Contractor". Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1- WORK

1.01 Contractor shall complete all Work as specified or indicated in the Specifications and Bidding Documents, attached hereto and incorporated fully herein by this reference. The Work consists of furnishing materials, labor, and equipment required to provide an Aerial Lift Forestry Truck (60' Minimum Working Height) with Chip Box, complete and ready for operation, to the City of Kalispell.

Article 2- CONTRACT TIME

2.01 Time of the Essence.

All the time limits for completion and delivery of the Aerial Lift Forestry Truck (60' Minimum Working Height) with Chip Box as indicated in the Specifications and Bidding Documents are of the essence of the Contract.

2.02 Days to achieve Completion and Delivery.

The Aerial Lift Forestry Truck shall be delivered to the City of Central Garage, 1400 First Avenue West, Kalispell, MT 59901 within **thirty (30)** calendar days from the effective date of the Contract.

2.03 Liquidated Damages.

Owner and Contractor recognize that time is of the essence of this Contract. Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one hundred dollars (\$100.00) for each calendar day that expires until the Aerial Lift Forestry Truck (60' Minimum Working Height) with Chip Box is delivered to and accepted by the City of Kalispell.

Article 3- CONTRACT PRICE

3.01 Owner shall pay the Contractor for completion, delivery, and acceptance of the Aerial Lift Forestry Truck (60' Minimum Working Height) with Chip Box in accordance with the Contract Documents in an amount equal to the sum of established lump sum prices in the total amount of \$_____.

Article 4- INSPECTION AND TESTING

- 4.01** Owner has the right to inspect and test any and all equipment provided by Contractor pursuant to this Contract. Contractor shall allow Owner and its agents access to the equipment upon delivery for the purpose of such inspection and testing. Any inspection and testing performed by the Owner and its agents is for the sole benefit of the Owner and shall not relieve the Contractor of its duty, responsibility, and obligation for ensuring the work strictly complies with the Contract terms and conditions. Owner's inspection and testing shall not be deemed or considered acceptance by the Owner of any portion of the Contract. Owner's inspection and testing shall not serve to nullify, amend, or waive any warranties provided by the Contractor under this Contract.
- 4.02** Contractor shall, without charge, replace any material or correct any work found by the Owner or its agents to be defective or otherwise not in compliance with the terms and conditions of this Contract. In the event Contractor fails to replace or correct any defective work or materials after reasonable written notice by the Owner to do so, the Owner may take such corrective action, either with its own materials and employees or by retaining any third part to do so, and deduct the cost and expense of such corrective action from the Contractor's Compensation.

Article 5- PAYMENT PROCEDURES

- 5.01** **Submittal and Processing of Payment:** The Contractor shall submit an Application for Payment to the City of Kalispell Parks and Recreation Department after the Aerial Lift Forestry Truck is delivered to and accepted by the Owner. The payment will be processed in accordance with the Payable Schedule prepared by the Finance Department.

Article 6- CONTRACTOR'S REPRESENTATION

- 6.01** Contractor has examined and carefully studied the Specifications and Bidding Documents (including all Addenda), and all other related data identified in the Specifications and Bidding Documents.
- 6.02** Contractor does not consider that any additional examinations, investigations, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Specifications and Bidding Documents
- 6.03** The Specifications and Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

Article 7- CONTRACTOR'S WARRANTIES: Contractor represents and warrants as follows:

7.01 Unless otherwise specified by the terms of this Contract, all materials and equipment provided by Contractor shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

7.02 All workmanship and materials shall be of a kind and nature acceptable to the Owner.

7.03 All equipment and materials provided to the Owner as agreed upon shall be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning from the time of acceptance of the Aerial Lift Forestry Truck (60' Minimum Working Height) with Chip Box and ending one (1) year later.

Other express warranties on materials that provide for a warranty period longer than one year apply for the period of that express warranty and are not reduced by this provision. Upon receipt of Owner's written notice of defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the Owner at no additional cost to the Owner. Contractor shall also, at its sole cost, perform any tests required by Owner to verify that such defective or nonconforming conditions are remedied for a period of an additional one (1) year from the date of Owner's acceptance of the corrective action.

7.04 Contractor and its sureties shall be liable for the satisfaction and full performance of all warranties.

7.05 Contractor shall give its personal attention to the faithful execution of the completion of the Contract.

7.06 Title to all work, materials, and equipment covered by any payment of Contractor's Compensation by City, whether directly incorporated into the Contract or not, shall pass to City at the time of payment, free and clear of all liens and encumbrances.

Article 8- LIMITATION ON CONTRACTOR'S DAMAGES:

8.01 In the event of a claim for damages by Contractor under this Contract, 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.

8.02 In the event Contractor wants to assert a claim for damages of any kind or nature, Contractor shall 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 shall waive all rights to assert such claim.

Article 9- REPRESENTATIVES:

9.01 **City's Representative:** The City's Representative for the purpose of this Contract shall be Fred Bicha, Parks Superintendent, or such other person as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Contract, such communication or submission shall be directed to City's Representative and approvals or authorizations shall 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.

9.02 **Contractor's Representative:** The Contractor's Representative for the purpose of this Contract shall be _____ or such other person as Contractor shall designate in writing. Whenever direction to or communication with Contractor is required by this Contract, such direction or communication shall 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.

Article 10- DISPUTE RESOLUTION:

10.01 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.

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

Article 11- MISCELLANEOUS

- 11.01** **Survival:** Contractor's indemnification and warranty obligations shall survive the termination or expiration of this Contract for the maximum period allowed under applicable law.
- 11.02** **Headings:** The headings used in this Contract are for convenience only and shall not be construed as a part of the Contract or as a limitation on the scope of the particular paragraphs to which they refer.
- 11.03** **Waiver:** A waiver by Owner of any default or breach by Contractor of any covenants, terms, or conditions of this Contract shall not limit Owner's right to enforce such covenants, terms, or conditions or to pursue Owner's rights in the event of any subsequent default breach.
- 11.04** **Severability:** If any portion of this Contract shall be held to be void or unenforceable, the balance thereof shall continue to be effective.
- 11.05** **Applicable Law:** The parties agree that this Contract shall be governed in all respects by the laws of the State of Montana and the parties expressly agree that venue shall be in Flathead County, Montana, and no other venue.
- 11.06** **Binding Effect:** This Contract shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
- 11.07** **Amendments:** This Contract shall not be modified, amended, or changed in any respect except by a written document signed by all parties.
- 11.08** **No Third Part Beneficiary:** This Contract is for the exclusive benefit of the parties and shall not constitute a third party beneficiary agreement and shall not be relied upon or enforced by a third party.
- 11.09** **Counterparts:** This Contract may be executed in counterparts, which together shall constitute one instrument.
- 11.10** **Assignment:** Contractor shall not assign this Contract in whole or in part without the prior written consent of the Owner. No assignment shall relieve Contractor of its responsibility for the performance of the Contract and the completion of the Contract. Contractor shall not assign to any third party other than Contractor's subcontractors on the Contract, the right to receive monies due from Owner without the prior written consent of City.
- 11.11** **Authority:** Each party represents that it has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to sign this Contract.

11.12 **Independent Contractor:** The parties agree and acknowledge that in the performance of this Contract and the completion of the Contract, Contractor shall render services as an independent contractor and not as the agent, representative, subcontractor, or employee of the Owner. The parties further agree that all individuals and companies retained by Contractor shall at all times be considered the agents, employees, or independent contractors of Contractor and shall at no time be the employees, agents, or representatives of the Owner.

11.13 **Contract Documents:** All work on the Contract shall be performed by Contractor in accordance with all of the terms and conditions of this Contract and all documents attached hereto, which documents shall consist of the following and are incorporated herein by this reference:

- Invitation For Bids
- Instructions to Bidders
- Minimum Specifications for Aerial Lift Forestry Truck (60' Minimum Working Height) with Chip Box
- Performance and Payment Bonds

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

IN WITNESS WHEREOF, Owner and Contractor have signed three (3) copies of the Contract. Two (2) counterparts have been delivered to Owner and one (1) counterparts to Contractor. All portions of the Specifications and Contract Documents have been signed or identified by Owner and Contractor.

This Contract will be effective on _____, _____

Owner _____ City of Kalispell _____

Contractor _____

_____ A Municipal Corporation _____

By _____

Kalispell City Manager

By _____

Attest _____

(Signature)

Attest _____

(Signature)

Address for giving notices:

_____ P.O. Box 1997 _____

_____ Kalispell, MT 59903 _____

Phone No. _____ 406-758-7716 _____
(CORPORATE SEAL)

Address for giving notices:

Phone No. _____
(CORPORATE SEAL)