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## MISSOULA COUNTY INVITATION FOR BID (IFB)

**IFB Name, Due Date, and Time:**

Canyon View Park Fall Zones  
September 10, 2018  
3:00 p.m., Local Time

**Number of Pages: 17****ISSUING DEPARTMENT INFORMATION****Procurement Officer:**David Wall**Issue Date:**August 19, 2018

Missoula County Auditor  
200 West Broadway Street  
Missoula, MT. 59802

**Phone: (406) 258-3526****Email address: [dwall@missoulacounty.us](mailto:dwall@missoulacounty.us)****INSTRUCTIONS TO BIDDERS**

**COMPLETE THE INFORMATION BELOW AND  
RETURN PAGES 1 AND 2 WITH YOUR BID  
AND ANY REQUIRED DOCUMENTS TO THE  
ADDRESS LISTED ABOVE UNDER "ISSUING  
AGENCY INFORMATION."**

**Mark Face of Envelope/Package:****IFB Name:** Proposal for Canyon View Park Fall  
Zones**IFB Due Date:** September 10, 2018**Special Instructions:**

Address the submittal envelope to the Missoula  
County Auditor, 199 West Pine Street, Missoula,  
Montana, 59802.

Envelopes shall also be clearly marked with the  
Bidder's name and address.

**BIDDERS MUST COMPLETE THE FOLLOWING****Payment Terms: Net 30 days****Delivery Date:**

<b>Bidder Name/Address:</b>	<b>Authorized Bidder Signatory:</b>  (Please print name and sign in ink)
<b>Bidder Phone Number:</b>	<b>Bidder FAX Number:</b>
<b>Bidder E-mail Address:</b>	

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## STANDARD TERMS AND CONDITIONS

**By submitting a response to this invitation for bid, request for proposal, or limited solicitation, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The County reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the County. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the County, the County Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by Missoula County or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the County's solicitation document and a vendor's response, the language contained in the County's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the County.

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under the authority of the Missoula County Purchasing and Contracts Policy.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractor to the same provisions. In accordance with MCA 49-3-207, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or nation origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Missoula County. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the County.

**DISABILITY ACCOMMODATIONS:** The County does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations are invited to make their needs and preferences known to the County department issuing the solicitation. Interested parties should provide as much advance notice as possible.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder or offeror to whom a contract is awarded refuses to accept the award or fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder or offeror for a period of time from entering into any contracts with Missoula County.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERMS:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the County is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate County electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The County applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. Such reciprocal preference is applied only to competitively bid projects for construction, repair, or maintenance of a building, road, or bridge in excess of \$50,000.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with MCA 35-1-1026 and MCA 35-8-1001. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** Missoula County is exempt from Federal Excise Taxes (#81-6001397).

**TERMINATION OF CONTRACT:** Unless otherwise stated, the County may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the Fourth Judicial District in and for the County of Missoula, State of Montana, and each party shall pay its own costs and attorney fees.

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the County. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected

## SECTION 1: GENERAL REQUIREMENTS

### **1.0 INTRODUCTION**

The MISSOULA COUNTY, Parks, Trails, and Open Lands Program (hereinafter referred to as “the County”) is soliciting bids for the construction/installation of 5 (five) separate play-pod containment walls using 6x6 timbers to provide proper playground use zones filled with engineered wood fibers around 5 (five) separate pieces of existing playground structures. Project consists of a base bid for: excavation and grubbing for containment play-pod walls, installation of 6 X 6 timber containment walls, installation of engineered wood fibers, relocate and replace irrigation sprinkler heads impacted by the construction of play-pods, location of existing sub-surface irrigation lines as needed, site restoration of all areas impacted from construction, and maintaining a safe and secure site for duration of the project. A more complete description of the supplies and/or services sought is provided in Section 4 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### **1.1 INSTRUCTIONS TO BIDDERS**

**1.1.1 Procurement Officer Contact Information.** Contact information for the procurement officer is as follows:

Procurement Officer: David Wall  
Address: 200 West Broadway Street, Missoula, MT. 59802  
Telephone Number: 406-258-3526  
E-mail Address: [dwall@missoulacounty.us](mailto:dwall@missoulacounty.us)

Technical questions about the project may be directed to:  
Garrick Swanson  
200 West Broadway Street, Missoula, MT 59802  
Telephone Number: 406-258-4719  
E-mail Address: [gswanson@missoulacounty.us](mailto:gswanson@missoulacounty.us)

**1.1.2 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

**1.1.3 Interpretation or Representations.** The County assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

**1.1.4 Acknowledgment of Addendum.** If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

**1.1.5 Extension of Prices.** In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

**1.1.6 Bid Preparation Costs.** The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The County is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a contract.

## **1.2 PRE-BID CONFERENCE**

An optional pre-bid meeting will be conducted at 10:00 A.M. on August 31, 2018 at Canyon View Park, 35 Canyon View Drive, East Missoula, Montana, 59802. Bidders are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the County of any ambiguities, inconsistencies, or errors discovered upon examination of this IFB. All responses to questions at the Pre-Bid meeting will be oral and in no way binding on the County. Additional questions after the meeting must be addressed by mail, email or FAX to Garrick Swanson, Missoula County Parks, Trails, and Open Lands Program, 200 West Broadway Street, Missoula, Montana, 59802, **EMAIL** [gswanson@missoulacounty.us](mailto:gswanson@missoulacounty.us) / **FAX number** (406) 258-3920 and must be received no later than noon on Monday, September 3, 2018 to allow for a timely response.

## **1.3 BID SUBMISSION**

**1.3.1 Bids Must Be Sealed and Labeled.** Bids must be sealed and labeled on the outside of the package to clearly indicate that they are submitted in response to IFB Canyon View Park Fall Zones. *Bids must be received at the Missoula County Auditors' Office, 199 West Pine Street, Missoula, MT 59802 prior to 3:00 P.M. local time, on Monday, September 10, 2018, at which time the bids will be opened publicly and read in the County Auditors' Office.* All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

**1.3.2 Late Bids.** *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the office of Missoula County Auditors' Office by the designated time. Late bids will not be returned.

**1.3.3 Bidder's Signature.** The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid submitted in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the County from obtaining the best possible supply or service.

**1.3.4 Alternate Bids.** Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

## **1.4 CHANGE OR WITHDRAWAL OF BIDS**

**1.4.1 Change or Withdrawal PRIOR to Bid Opening.** Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.1.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).



**1.4.2 Change AFTER Bid Opening But Prior to Bid Award.** After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations. It must be clear that the mistake is not an error in judgment, and the mistake and the intended correct bid or offer must be clearly evident on the form of the document. (Examples of mistakes may be found in Montana ARM 2.5.505.) The bidder shall submit verification of the correct bid to the County prior to the final award by the County.

## **1.5 BID AWARDS**

**1.5.1 Basis for Award.** Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the County in accordance with the specifications set forth in the invitation for bid.

**1.5.2 Rejection of Bids.** While the County has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by Missoula County to award and execute a contract. Upon a determination such actions would be in its best interest, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB;
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid; or
- If awarded, terminate any contract if the County determines adequate County funds are not available.

## **SECTION 2: DELIVERY REQUIREMENTS**

### **2.0 No DELIVERY REQUIREMENTS**

## **SECTION 3: SPECIAL TERMS AND CONDITIONS**

### **3.1 ON-SITE REQUIREMENTS/CLEANUP**

Each potential contractor should visit the job site (**35 Canyon View Drive, East Missoula, MT. 59802**) to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the project. The Contractor shall be responsible for all damages or injury due to their action or neglect.

The Contractor shall close the park to public access for the duration of the project.  
The Contractor shall secure the site prior to leaving for the day for public safety, health and welfare.

The Contractor shall perform NO onsite work outside the hours of 7:00 A.M. to 5:30 P.M. Monday through Friday due to the proximity of private residents boarding the park.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The Contractor shall respond within seven calendar days after notice has been given of observed defects and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the County may have the work corrected at the Contractor's expense.

In terms of cleanup, the Contractor shall:

- (a) Keep the premises free from debris and accumulation of waste;
- (b) Clean up any oil or fuel spills;
- (c) Keep machinery clean and free of weeds; and
- (f) Remove all construction equipment, tools, and excess materials before final payment by the County.

### **3.2 MEETINGS**

The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the County in the performance of their respective obligations, at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

### **3.3 COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the Missoula County in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption certificate, or documentation of corporate officer status. Neither the Contractor nor its

employees are employees of the County. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to contract's principal contact for Missoula County.

### **3.4 INSURANCE REQUIREMENTS –**

**3.4.1 General Requirements.** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**3.4.3 Specific Requirements for Commercial General Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The County, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

**3.4.4 Specific Requirements for Automobile Liability.** The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

**3.4.5 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the County department responsible for this procurement. The Contractor must notify the County immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The County reserves the right to require complete copies of insurance policies at all times.

### **3.5 MONTANA PREVAILING WAGE REQUIREMENTS**

**3.5.1 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 section 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 nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 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.

**3.5.2 Standard Prevailing Rate of Wages.** In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections

18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$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 the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 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 section 18-2-423, MCA.

Section 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 section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for **Nonconstruction Services Occupations, Landscaping and Grounds Keeping Workers, 2018.**

### **3.6 TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the County, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the County or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The County shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the County terminates a project or this contract for cause, then the County will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the County may have otherwise accrued as a result of said termination.

### **3.8 CONTRACT TERMINATION**

**3.8.1 Mutual Termination.** This contract may be terminated at any time by either party by mutual written and signed consent of both parties.

## **SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE**

### **4.0 PRICES**

**4.0.1 Taxes, Shipping, and Invoicing.** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their conveyance to the place of delivery to the County unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified County location(s).

**4.0.2 Fixed Price Contract.** All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

### **4.1 AWARD**

Awards will be made on an all-or-none basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

### **4.2 SPECIFICATIONS AND PRICING SCHEDULE**

Canyon View Park Fall Zone project includes excavating and constructing 5 (five) separate play-pods around 5 (five) separate pieces of existing playground equipment as per drawings and specifications. Contractor is responsible to coordinate layout of play-pods with Project Owner/Manager prior to commencing work.

Reuse excavated material onsite as specified in the drawings to achieve site restoration and positive drainage. Surplus material shall be removed and properly disposed of offsite.

Engineered Wood Fibers (EWF) for playground surfacing will be provided by owner and coordinated with contractor for delivery. Contractor shall install the engineered wood fibers (EWF) to the required depth as shown in the drawings.

Playground wear matts will be provided and installed by owner.

Treated 6 X 6 Landscape Timbers to construct the play-pods are to be treated with Copper Azole (CA). No 6 X 6 Landscape Timbers are to be treated with Copper Chrome Arsenate (CCA) commonly known as Green Timbers.

Non-Woven Geotextile P-0511 Fabric or approved equivalent is to be installed as shown in the drawings.

Irrigation sprinkler heads to be replaced are to be a 4" adjustable full-circle rotor with nozzles that can be fitted in the field to meet the radius coverage area as shown in the drawings.

No irrigation lines shall be located or buried in the engineered wood fibers (EWF). All relocated and replaced irrigation lines shall have a minimum soil coverage of 12 inches.

Area designated for site restoration on the drawings is approximated. All impacted areas from construction activity shall be restored to the following specifications:

- A Kentucky bluegrass blend sod or equivalent approved sod
- Area to be sodded shall be graded smoothly with no sudden change in grade greater than a ½" rise
- Rocks greater than a ½" in diameter shall be raked up and removed from the site
- The perimeter edge of the area to be sodded shall be graded and prepped so the sod when installed matches existing grade; edge of sod is trimmed and tucked tightly to eliminate a tripping hazard and to prevent the edge from drying out
- All sod seams and joints shall be trimmed and tucked not exceeding a ½" gap
- Sod shall be cut around sprinkler heads to allow for proper irrigation operation and watering
- Sod shall be installed on the day of delivery with installation completed within two days. Sod that is stored on site for more than two days will be rejected. If additional sod is required due to poor condition from onsite storage, additional sod shall be provided at the contractor's expense.
- Contractor is responsible to make sure sod does not dry out during install

## 7. **Submittal Requirements**

Provide a brief cover letter.

Provide a project schedule when you could complete the work and length of time to complete the job.  
(Project goal, completion is by end of October)

### **Pricing Schedule:**

~~For each line item please provide the Cost per Each Item (Unit Cost) and Extended Cost (Unit Cost x Quantity) on your business letter head~~ (August 20, 2018)

Use attached BID TAB form for Canyon View Park or download the Excel spreadsheet and submit with proposal. (Revised August 20, 2018)

### **PRIMARY BID ITEMS:**

- A) Excavation and grubbing for containment play-pod walls
- B) 12' X 6" X 6" Timbers Treated with Copper Azole (CA)
- C) Installation of timber play-pod containment walls as per drawings
- D) Installation of Engineered Wood Fibers to depth as per drawings
- E) Cost to relocate and replace irrigation sprinkler heads
- F) Cost to relocate existing irrigation lines as needed
- G) 1.5" washed rock
- H) Non-Woven Geotextile P-0511 Fabric or approved equivalent
- I) #4 Rebar
- J) 3/8" X 12" Galvanized Spikes
- K) Site Restoration of all impacted areas from construction (prep for sod, sod purchase and sod installation)
- L) Haul off site and properly dispose of surplus soil and rocks from excavation and restoration
- M) Labor rate and hours
- N) Additional line items identified by contractor to successfully complete the job

### **BID ALT.**

- A) 6" depth of topsoil over all disturbed areas impacted from construction in the event that excavated material from the play-pods is determined unsuitable for site restoration

Owner Provided Material:

- Engineered Wood Fibers (EWF) – to be installed by contractor
- Playground wear mats – owner provided and installed

**BID TAB / Canyon View Park / Invitation for BID**

20-Aug-18

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Notes
A1	CONSTRUCTION STAKING	1	L.S.	\$ -	\$ -	OWNER PROVIDED
A2	MOBILIZATION	1	L.S.	\$ -	\$ -	
A3	EXCAVATION FOR PLAY-POD CONTAINMENT WALLS	175	C.Y.	\$ -	\$ -	
A4	GRUBBING FOR PLAY-POD CONTAINMENT WALLS	8	C.Y.	\$ -	\$ -	
A5	NON-WOVEN GEOTEXTILE P-0511 FABRIC	5,067	S.F.	\$ -	\$ -	
A6	12' x 6" x 6" TREATED TIMBERS COPPER AZOLE (CA)	1,560	L.F.	\$ -	\$ -	
A7	1.5 INCH WASHED ROCK	21	C.Y.	\$ -	\$ -	
A8	1/2" x 24" REBAR	482	L.F.	\$ -	\$ -	
A9	3/8" x 12" SPIKES	140	E.A.	\$ -	\$ -	
A10	IRRIGATION HEADS TO BE RELOCATED/REPLACED	10	E.A.	\$ -	\$ -	
A11	IRRIGATION LINE RELOCATION	1	ALLOWED	\$ -	\$ -	
A12	SITE RESTORATION AND PREP FOR SOD	1	L.S.	\$ -	\$ -	
A13	SOD AND INSTALL	11,000	S.F.	\$ -	\$ -	
A14	ENGINEERED WOOD FIBERS	184	C.Y.	\$ -	\$ -	OWNER PROVIDED
A15	INSTALL ENGINEERED WOOD FIBERS	184	C.Y.	\$ -	\$ -	
A16	SURPLUS MATERIAL HAUL OFF SITE	1	L.S.	\$ -	\$ -	
A17	WEAR MATTS .75 x 4' x 6' OWNER PROVIDED	8	E.A.	\$ -	\$ -	OWNER PROVIDED
A18	LABOR AND RATE		WAGE/HR.	\$ -	\$ -	

SUB-TOTAL \$ -

**BID ALT**

BA 1	6' DEPTH OF TOPSOIL OVER RESTORED AREAS	9,800	CY			
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**APPENDIX A**  
**MONTANA PREVAILING WAGES RATES FOR NONCONSTRUCTION SERVICES**  
**2018**

**Note: This document is provided in PDF format as a separate file  
and may be found with IFB No. 8-2018-1 at  
[https://www.missoulacounty.us/government/administration/auditor  
-s-office/bids-proposals](https://www.missoulacounty.us/government/administration/auditor-s-office/bids-proposals).**

**This appendix is a critical and necessary element of this IFB.**

## IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB?
- Sign each "Acknowledgment of Addendum" if required?
- Sign your bid on our cover sheet?
- Mark your mailing envelope or box with the IFB number and the opening date under your return address?
- Carefully review the "Standard Terms and Conditions"?
- Carefully review all listed requirements to ensure compliance with the IFB?
- Initial all bid/pricing changes you made?
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid?