

TO: Mayor Dahlquist
City Council

FROM: Christine Howe, Grants Manager - Planning & Development Services Department

DATE: Meeting of November 5, 2026

RE: Proposals Acceptance and Contract Approval for the Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

The City conducted a request for proposals to establish a blanket purchase agreement for the Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments project. The City received 13 total proposals for the project. After review of the proposals, seven firms were deemed responsive and responsible as well as met the required evaluation criteria.

Council may wish to:

- a) Accept the recommendation of the RFP evaluation committee to qualify and award the following firms: Axeline Tree Care, LLC; Castle Peak Contracting, LLC; CR Fence Company, LLC; Retroscape, LLC; Jeff Shupe DBA Surefire Services, Teton Forestry, LLC; and Upper Valley Contracting; and
- b) Authorize a contract for the work between the City of Pocatello and the awarded firms for the Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

The project will be funded through the US Forest Service Community Wildfire Defense Grant Program awarded to the City. If you have questions or would like more information, please do not hesitate to contact me at chowe@pocatello.gov or 208-234-6186.

RFP Decision Summary

City of Pocatello

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Proposal Due Date: June 15, 2026, at 3:00PM MT

The Evaluation Committee for the City of Pocatello's Request for Proposals for Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments was comprised of: Christine Howe, Planning & Development Services Department; Cary Rhodes, Parks and Recreation Department; and Kim Stouse, Pocatello Fire Department.

The City received a total of 13 proposals and, after review, 8 were deemed responsive. The Evaluation Committee reviewed the 8 responsive that were received by the submission deadline and completed the evaluation matrix for the technical proposal submission. The scoring provided by the committee resulted in the identification of those qualified firms.

The recommendation by the Committee based on the review of the technical proposals was to qualify and award the following firms: Axeline Tree Care, LLC; Castle Peak Contracting, LLC; CR Fence Company, LLC; Retroscape, LLC; Jeff Shupe DBA Surefire Services, Teton Forestry, LLC; and Upper Valley Contracting.

These firms demonstrated that they met the evaluation criteria and scored at least 50% in each criterion including the following: key personnel expertise and experience of project team; equipment; completion of similar work in recent years; and detailed timeline demonstrating ability to deploy crews to complete work for calls/orders.

A summary breakdown of scoring of the responsive and responsible proposals is below:

RESPONSIVE PROPOSALS RECEIVED FROM:	Criteria 1. Key Personnel & Project Team (90 points possible)	2. Equipment (60 points possible)	3. Completion of Similar Work (75 points possible)	4. Timeline (75 points possible)
Axeline Tree Cre, LLC	78	50	57	69
Caribou Forestry, LLC	43	27	32	32
Castle Peak Contracting, LLC	60	47	48	65
CR Fence Company, LLC	88	58	72	74
Retroscape, LLC	81	54	69	49.5
Jeff Shue DBA Surefire Services	76	55	55	57
Teton Forestry, LLC	84	54	67	74
Upper Valley Contracting	87	47	69	62

Per the RFP Section V.A Selction Process, only those contractors deemed responsive will be awarded. A responsive proposal is one that meets the minimum submission requirements and is rated at least 50% for each evaluation criteria item included in the RFP.

Axeline

CONTRACT

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

This Contract is by and between City of Pocatello (Owner) and
Axeline Tree Care, LLC (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Attachment B - Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.
 2. This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along the CWDG Project Area Wildland Urban Interface (WUI) priority areas by removing junipers on City-owned and private property.
 3. The City seeks qualified contractor(s) to conduct the hazardous fuel treatments in accordance with Attachment A – Master Treatment Specifications, including vegetation removal and material disposal, for specific project sites to be designated by Calls/Orders.
 4. This contract establishes an agreement with a qualified contractor that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products or work orders are to

2020 ISPMC 00522

Modified from EJCD® C-522, Contract for Construction of a Small Project.

Copyright © 2016 National Society of Professional Project Managers, American Council of Project Managing Companies,
and American Society of Civil Project Managers. All rights reserved. Page 1 of 19

be provided by the Contractor and coordinated with the Owner and Project Manager. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Project Manager. Project Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Project Manager will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Project Manager or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract
 - 2. Attachment A – Master Treatment Specifications
 - 3. Attachment B – Project Area Maps
 - 4. Attachment C - RFP
 - 5. Attachment D - Contractor Submission to Request for Proposals
 - 6. The following Exhibits which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Exhibit A – Notice of Award
 - b. Exhibit B – Preconstruction Report
 - c. Exhibit C – Call/Order Scope of Work and General Hazard Fuel Reduction Prescription
 - d. Exhibit D – Confirmation of Bid
 - e. Exhibit E – Non-Collusion Affidavit
 - f. Exhibit F – Certification Regarding Lobbying
 - g. Exhibit G – Change Order
 - h. Exhibit H-1 – Materials Lien Waiver
 - i. Exhibit H-2 – Lien Waiver
 - j. Exhibit H-3 – Final Lien Waiver
 - k. Exhibit I – Final Inspection
 - l. Exhibit J – Pay Request Change Orders

- B. Federal Provisions – The following federal provisions are incorporated by reference:
1. Federal Financial Assistance Award of Domestic Grant 26-DG-11040613-604 between City of Pocatello and the USDA, Forest Service (Community Wildfire Defense Grant Portneuf Valley Wildfire Risk Grant Agreement)
 2. US Forest Service General Terms & Conditions including Forest Service Federal Financial Assistance General Terms and Conditions and USDA General Terms and Conditions
 3. Subparts A through F of 2 CFR Part 200
 4. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

ARTICLE 3 - PROJECT MANAGER

3.01 Project Manager

- A. The Project Manager for this Project is **the City of Pocatello and their designee(s), including:**

Designee(s):

Charles Samson III
csamsoniii@gmail.com
208-317-5017
High Country RC&D, Inc.

Charity Staggs
landpartners@sicog.org
208-233-4535
Southeast Idaho Council of Governments

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Contract term shall be three years beginning on the effective date of this contract through November 30, 2029 with a mutually executable option to extend for 1 year.
- B. Specific completion dates for individual Calls/Orders will be included in the Call/Order Scope of Work and agreed on by the Contractor upon award of that Call/Order.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Project Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Project Manager for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Project Manager.
- B. The Contractor shall update and submit the progress schedule to the Project Manager each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents base unit prices included in the Contractors response to the RFP Schedule of Items:

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be included in the site specific Call/Order.

- B. Changes to Contract Price
 - 1. Annual Review of Unit Prices – Prices shall remain fixed and firm for the initial 12 months of the agreement. Following the initial period, the Contractor may request a price adjustment. Price adjustments must be presented at least 30 days prior to the effective date of the adjustment and include supporting justification for the adjustment.
 - 2. Adjustment of Base Unit Price outside of Annual Review - Contractors provided base unit prices in their RFP submission that will be the prevailing basis for bids for specific Calls/Orders. In the event the Call/Order requires the Contractor to update their base bid pricing outside of the Annual Review of Pricing as described in 5.01.B.1., the Contractor shall provide the revised unit pricing with supporting justification, including but not limited to documented manufacture price increases, regulatory changes, and labor/material fluctuations.

ARTICLE 6 - BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

6.01 Bonds

A. Before starting Work for any service valued at \$50,000 or greater, Contractor shall furnish a performance bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>\$1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u></u>
Bodily Injury/Disease Aggregate	\$ <u></u>

- b. Commercial General Liability:

General Aggregate	\$ <u>\$1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>\$2,000,000</u>
Personal and Advertising Injury	\$ <u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>\$1,000,000</u>

- c. Automobile Liability herein:

NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.

Bodily Injury:	
Each Person	\$ <u></u>
Each Accident	\$ <u></u>

Property Damage:

Each Accident \$ _____

Combined Single Limit of: \$ \$1,000,000

d. Excess or Umbrella Liability:

Per Occurrence \$ \$1,000,000

General Aggregate \$ \$2,000,000

e. Contractor's Pollution Liability:

Each Occurrence \$ _____

General Aggregate \$ _____

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Project Manager and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Project Managers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Project Manager except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall maintain a Class B license with the City of Pocatello prior to starting work.
- C. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Project Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.07 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Project Manager upon completion of the Work.

7.08 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Project Manager and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
 - D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
 - E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Project Manager determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.09 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Project Manager specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Project Manager will provide timely review of shop drawings and samples.
- E. Project Manager's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Project Manager's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Project Manager and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals.
- H. Shop drawings are not Contract Documents.

7.10 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Project Manager and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.11 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.12 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Project Managers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Project Manager.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION

9.01 Project Manager's Status

- A. Project Manager will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Project Manager as Owner's representative during construction are set forth in this Contract.
- B. Neither Project Manager's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Project Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Project Manager, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Project Manager to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Project Manager will make visits to the Site at intervals appropriate to the various stages of construction. Project Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Project Manager has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Project Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Project Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Project Manager's decision, subject to the need for Project Manager's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other Project Management or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Project Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Project Manager will promptly:
 1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Project Manager's findings, conclusions, and recommendations.
- C. After receipt of Project Manager's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Project Manager's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Manager promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Project Manager will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Manager, Contractor shall, if requested by Project Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Project Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Project Manager has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to

Project Manager. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Project Manager, no more frequently than monthly, to Project Manager. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Project Manager will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Project Manager will recommend reductions in payment (set-offs) which, in the opinion of the Project Manager, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.05 Substantial Completion

- A. The Contractor shall notify Owner and Project Manager in writing that the Work is substantially complete and request the Project Manager issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Project Manager an initial draft of punch list items to be completed or corrected before final payment.
- B. Project Manager will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Project Manager does not consider the Work substantially complete, Project Manager will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Project Manager considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Project Manager will deliver to Owner a

certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Project Manager will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Project Manager's written recommendation of final payment.

14.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Project Manager. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in

the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Project Manager, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Israel Boycott

- A. Pursuant to Idaho Code §67-2346 (2), Contractor hereby certifies that is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel or territories under its control.

17.08 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.09 Designated Representatives

CONTRACTOR

Axeline Tree Care, LLC
Mackray Sullivan
792 Trails End
Idaho Falls, ID 83402

OWNER

City of Pocatello
Mayor Mark Dahlquist
911 N. 7th Ave
Pocatello, ID 83201

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on November 5, 2026 (which is the Effective Date of the Contract).

OWNER:
City of Pocatello

CONTRACTOR: Axeline Tree Care, LLC
Mackray Sullivan

By: _____

By: _____

Title: Mayor

Title: Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

792 Trails End

Idaho Falls, ID 83402

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

ATTACHMENT A

MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders. Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80%~~

~~of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~

- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
 - ~~▪ If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
 - ~~▪ In some areas material can be dragged to where mastication or mulching machinery can reach it.~~
- D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.
- E. Sagebrush, other brush, and noxious/invasive weeds
- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
 - All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
 - All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
 - Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 - 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre

(density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.

2. Do not leave trees within 100' of structures.
3. All trees under power lines or identified utilities shall be cleared
4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.

iii. Limbing of remaining trees.

1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 1. Do not leave trees within 100' of structures.
 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City to account for needed clearance.
 3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow-the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing

appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.

- Contractor shall provide a traffic control plan as requested per call/order

- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.
- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
- H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

V. Seasonality, Hours, and Days of Operation:

- A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
- B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
- C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.

VI. Location of Project Areas:

- A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.

VII. Project Boundary Marking:

- A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.

VIII. Notification of Cessation or Restart of work:

- A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.

IX. Personnel Requirements:

- A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
- B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.

1. LICENSING, INSURANCE AND BONDING REQUIREMENTS

- I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
- II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
- III. Contractor shall maintain a license with the City of Pocatello.
- IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
- V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

2. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

3. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

4. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

5. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Attachment C

Request for Proposals:

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments



REQUEST FOR PROPOSALS

Hazardous Fuel Treatments

Project Title: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Due: September 25, 2026 at 3:00PM MT

Awarding Authority: The City of Pocatello

Contact:

Christine Howe
911 N. 7th Ave
Pocatello, ID 83201
208-234-6186
chowe@pocatello.gov

Date Issued: August 25, 2026 after 8AM

CITY OF POCATELLO
REQUEST FOR PROPOSALS (RFP) – Portneuf Valley Wildfire Risk Reduction and Education Program
Hazardous Fuel Treatments

Section I. Introduction

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

The City, a municipal corporation located in Southeast, Idaho, is issuing this Request for Proposals (“RFP”) and anticipates selecting contractors that have experience working in a local government setting and have familiarity with Federal regulations. Only the firms responding to the RFP will be considered. The City will evaluate responses to select qualified firms and enter into contract for a three-year period with options of two (2) one-year extensions through mutual consent between the City and selected contractors.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

1. **The technical proposal shall address specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Schedule/Availability.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
2. **The price proposal shall provide pricing for ALL Items in the Schedule of Items.** Quotes should be specific to the project area and based on the hypothetical scenario as described on page 17 of the solicitation (Description of Conditions) and hypothetical, technical specifications of Appendix A. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
3. **Fill out and include the required representations and certifications (Appendices A through D) that are included in the solicitation.**

Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls/orders submitted for future specific projects.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Calls/Orders for specific projects will be emailed to only the contractors awarded under this BPA. All contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

This solicitation is being conducted in accordance with the provisions of Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions), the City of Pocatello Purchasing Policies, and Code of Federal Regulations 2 CFR 200. Those provisions are hereby incorporated by reference into this RFP. All contracts must be strictly awarded in accordance with the requirements of the RFP. Section 3, disadvantaged business enterprises, minority owned businesses, and women owned businesses are especially encouraged to apply. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective Respondents who received copies of the original request.

Proposal Due Date: September 25, 2026 at 3:00 PM MT

RFP Name: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

RFP Availability: <https://pocatello.gov/Bids.aspx>

Return RFPs to: City of Pocatello
Attn: Christine Howe – Grants Division
911 N. 7th Avenue
Pocatello, ID 83201

Any questions pertaining to the scope of services in this solicitation should be submitted in writing. All answers will be in the form of an addendum and sent to registered Respondents. All questions must be submitted in writing no later than 5:00 PM MT on June 1, 2026 to Christine Howe, Grants Manager via email at chowe@pocatello.gov.

Please read this entire document before responding or submitting questions. Thank you for your interest.

RFP Issuance	August 25, 2026
RFP Virtual Instructional Meeting	September 10, 2026 at 3:00PM MT
Questions Deadline	September 14, 2026 at 5:00PM MT
Proposals Due	September 25, 2026 at 3:00PM MT
Anticipated Selection	Week of September 28, 2026
Anticipated Contract Start	November 5, 2026

Section II

I. Instructions & Submission Requirements

A. Instructions

1. Instructions for Submitting a Proposal

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

- 1. The technical proposal shall address four specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Benefit to Local Community.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
- 2. The price proposal shall provide pricing for ALL Items in the Schedule of Items (provided as Attachment A).** Quotes should be specific to the project area and based on the hypothetical scenario as described in Section V. C. of the solicitation. Pricing is required for ALL items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Call/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
- 3. Fill out and include the required representations and certifications (Appendix A through D) that are included in the proposal package.**

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls submitted for future specific projects.

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA. All Contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

If you have questions regarding the solicitation package or issues accessing the solicitation documents on <https://pocatello.gov/Bids.aspx>, please contact Christine Howe at chowe@pocatello.gov.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join: <https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

2. Place for Submission

Proposals are to be submitted by mail or in person to Pocatello City Hall, Attn: Planning and Development Services, 911 N. 7th Avenue, Pocatello, ID 83201 by 3:00PM MT on September 25, 2026. Proposals will be considered on time if received by the Submission Deadline using the time on the clock located in the City of Pocatello's Planning and Development Services Department at City Hall. Postmarks will not be considered. E-mail submissions will not be accepted. The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. If, at the time that proposals are due, City Hall is closed due to uncontrolled events, proposals will be accepted until 3:00PM MT on the next day that City Hall is open. No individual extensions of this deadline will be granted. Late proposals will be deemed "non-responsive" and will not be opened. They may be picked up by the Respondent if so desired.

3. Idaho Code

Attention of all Respondents is directed to Title 67, Chapter 28 of the Idaho Statutes governing transactions involving requests for proposals, and to all other applicable sections of the Idaho Code as most recently amended which govern the award of this contract.

4. Disclosure of Information

Submission of a proposal shall be deemed acknowledgement that the Respondent is familiar with the Idaho Public Records Law, Idaho Code §74, and is bound thereby. Disclosure of any information provided by a Respondent in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to Idaho Code §74. To review copies of proposals after contracts have been awarded, contact the RFP contact person identified in this RFP or submit a written request in compliance with the Idaho Public Record Law using the City of Pocatello Public Records Request Portal, available at: <https://pocatello.gov/251/Records-Requests>.

5. Reservation of Right

The City of Pocatello may cancel this Request for Proposals or may reject in whole or in part any and all responses or proposals when it is determined that said cancellation or rejection serves the best interests of the City. The City reserves the right to reject any or all proposals after determining if each response is responsive and responsible.

6. Non-Collusion

It is understood that the Respondent has submitted the proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion, Appendix B. Respondents are required to complete this form. Failure to do so will result in a rejection of the proposal.

7. Cost of Proposal

All costs involved in preparing the proposal will be borne by the Respondent. The City or any Department, Division, employee or section of the City will not be liable for any costs associated with the creation of the proposal.

8. Incomplete or Conditional Proposals

Proposals, which are incomplete, conditional or obscure, may be rejected. No award will be made to any Respondent who cannot satisfy the awarding authority that they have sufficient ability and sufficient capital to enable them to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive, and binding.

B. Submission Requirements

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and **MUST** mirror paper versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.
3. Failure to submit proposals in the format described herein may result in the rejection of the proposal.
4. The contract is scheduled to be awarded within sixty (60) days of this proposal opening. This RFP as well as the successful Respondent's proposal will become part of the contract.
5. By submitting a signed proposal, the proposer acknowledges and agrees to the City of Pocatello's "Terms and Conditions" contained in Section III: Terms and Conditions.
6. If any changes are made to this RFP, an addendum will be distributed to all Respondents who have received the RFP and posted on the City bid page.
7. A Respondent may correct, modify, or withdraw a proposal by written notice if received by the City prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

envelope clearly labeled "Modification No. _." Each modification must be numbered in sequence and must reference the original RFP. After the proposal opening, a Respondent may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Respondent will be allowed to correct them. If a mistake and the intended correct wording are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct meaning. A Respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording is not similarly evident.

8. Individuals are encouraged to submit proposals; individuals who submit proposals will not be subject to requirements that are only applicable to businesses such as authorized signatory and financial stability certifications. However, individuals will still be required to fill out those applicable portions of the required forms.
9. Proposal prices must remain firm for 90 days after the proposal opening.
10. **Proposals must also include the signed** Price Proposal page, Certificate of Authority page, Certificate of Non-Collusion, Certificate of Tax Compliance, as provided in this RFP. See Appendices for additional details.
11. All proposals must be signed by appropriate, authorized individual or individuals, e.g. if the Respondent is a partnership, by the name of the partnership, with the signature of each general partner. If the Respondent is a corporation, it must be signed by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed, or appropriate certificate of authorization.
12. Written addenda issued by the City will be posted on the City bid page and e-mailed as necessary to all parties that the City is aware have requested documents using the contact information provided to the City. A copy of any addendum as may be issued will be on file with the City. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Respondent should contact Christine Howe via e-mail or phone, if they believe an addendum has not been received. A copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent.
13. The City of Pocatello is the awarding entity that will sign the contract and to whom invoices will be submitted/received and by whom the Respondent will be paid/submit payment.
14. All proposals will be reviewed by the Evaluation committee. A recommendation will be made by the Evaluation Committee to accept the proposal which is in the best interest of the City. The consideration of all proposals and subsequent selection of a successful Respondent shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin. The recommendation will be based on the evaluation criteria (Section V).
15. Failure to complete the enclosed forms, answer any questions, or provide the required documentation will result in the proposal being deemed non-responsive and the rejection of the proposal, unless the City determines that such failure constitutes a minor informality.

Section III. Terms & Conditions

1. General Terms and Conditions

The process of selecting organizations to provide consultation services for the City's benefit requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made as well as compliance with Federal procurement standards outlined in 2 CFR 200 for the implementation portion of this proposal and subsequent successful grant applications.

The City reserves the right to accept or reject all proposals or portions thereof without stated cause. The City reserves the right to re-issue any RFP or cancel the RFP if none of the proposals are deemed satisfactory to the City. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The City may also elect to reject all proposals and re-issue a new RFP.

Clarification of proposals: The City reserves the right to obtain clarification of any point in a Proposer's proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within two business days. The City is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Proposer.

2. Conflict of Interest

By the submission of a proposal, the Proposer agrees to ensure that, at the time of contracting, the Proposer will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Proposer's obligations under the Agreement. The Proposer shall further covenant that, in the performance of the Agreement, the Proposer shall not employ any person, or subcontract with any entity, having any such known interest.

3. Public Information

Information supplied by the Proposer to the City may be subject to the Idaho Public Records Law. Such information shall become public unless it falls within one of the exceptions in the statute, such as security information, trade secret information, or labor relations information. If the Proposer believes any information which is not public will be supplied in response to this RFP, the vendor shall take reasonable steps to identify for the City what data, if any, it believes falls within the exceptions. If the proposal data is not marked in such a way as to identify non-public data, the City will treat the information as public and release it upon request. In addition, the City reserves the right to make the final determination of whether data identified by the proposer as not public falls within the exceptions within the statute.

4. Equal Employment Opportunity

The Proposer agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference,

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

disability, or age. When required by law or requested by the City, the Proposer shall furnish a written affirmative action plan.

Section IV. Project Overview and Scope of Work

1. PROJECT OVERVIEW

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.

In some areas, the junipers within the project boundaries are extremely dense and/or on very steep terrain, exacerbating the fire danger for upslope homes. Removing these species will reduce risk by reducing available fuels and flame lengths if a fire does burn through the area.

2. PURPOSE

This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along Pocatello's east and west bench priority areas by removing junipers on City-owned and private property.

The City seeks qualified contractor(s) to conduct the following treatments, including vegetation removal and material disposal. The City is issuing this Blanket Purchase Agreement to establish a list of qualified contractors that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

Contractors shall provide bid pricing based on the treatment specifications included in this solicitation.

3. MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders.

Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

Date Issued: August 25, 2026 after 8AM

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80% of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~
- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
- ~~• If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
- ~~• In some areas material can be dragged to where mastication or mulching machinery can reach it.~~

D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with stumps treated with herbicide within 5 minutes of cutting.
- All Siberian Pea shrub within treatment area shall be removed, with stumps sprayed with herbicide within 5 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

Date Issued: August 25, 2026 after 8AM

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 - 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.
 - 2. Do not leave trees within 100' of structures.
 - 3. All trees under power lines or identified utilities shall be cleared
 - 4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
 - 5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.
- iii. Limbing of remaining trees.
 - 1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 - 1. Do not leave trees within 100' of structures.
 - 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite

spacing requirements as determined by City to account for needed clearance.

3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.
 - Contractor shall provide a traffic control plan as requested per call/order
- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.

Date Issued: August 25, 2026 after 8AM

- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
 - H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.
- V. Seasonality, Hours, and Days of Operation:**
 - A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
 - B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
 - C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.
- VI. Location of Project Areas:**
 - A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.
- VII. Project Boundary Marking:**
 - A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.
- VIII. Notification of Cessation or Restart of work:**
 - A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.
- IX. Personnel Requirements:**
 - A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
 - B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.
- 4. LICENSING, INSURANCE AND BONDING REQUIREMENTS**
 - I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
 - II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
 - III. Contractor shall maintain a license with the City of Pocatello.
 - IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
 - V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

5. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

6. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

7. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

8. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Section V. Technical Proposal and Price Proposal Submission Requirements

A. Selection Process

1. Only those Respondents who submit all forms and materials as required will be considered responsive.
2. The City has determined that the selection of contractors for these services requires comparative judgement of factors (evaluation criteria) to determine qualifications. The proposals will be evaluated to determine the technical qualifications of the contractors and the unit prices provided.
3. Only those contractors deemed responsive will be awarded A responsive proposal is one that meets the minimum submission requirements and is rated at least 50% for each evaluation criteria item included in the RFP.
4. Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.
5. Multiple awards may result from this procurement.

B. Technical Proposal Requirements

Proposal shall be a maximum of 10 pages, not including any attached resumes or required forms. No font may be smaller than 11 point for body text or smaller than 9 point for other text. Page numbers are given for 8.5"x11" sheets. Any pages in excess of the 10-page limit will not be included in the review. The proposal shall address the following components:

1. Introductory Cover Letter (recommend 1 page)
2. Team and Key Personnel Qualifications (recommend 2-3 pages)
 - Describe the project team including name and office location of key personnel including any subcontractors and their experience and familiarity working in the Pocatello Area or other similar geographic location on hazardous fuel treatment projects.
 - o Identify the project manager who will be responsible for this project. List the project manager's relevant experience and similar work.
 - o Identify the project foreman who will be responsible for the on-the-ground crews and daily operations
 - o Describe the key personnel's proposed roles and responsibilities on this project
 - Include relevant experience or knowledge of the Team members/Personnel with conducting similar work.
 - Proposal should include a resume for each team member in an appendix. As noted, the appended resumes will not be counted toward the page limit.
3. Equipment (2-3 pages)
 - Describe the equipment that will be used for each treatment method including:
 - i. Mechanical mastication
 - ii. Mechanical lop pile/lop and scatter
 - iii. Handcutting
 - iv. Material disposal – chipping/mulching and removal
 - v. Chemical treatment

Date Issued: August 25, 2026 after 8AM

- Equipment descriptions should be sufficient to ensure treatment specifications can be met ie – stump height, chipping, size of masticated material, composition of chemicals used to treat, etc.)
- 4. Relevant Past Performance (2-3 pages)
 - Provide at least two examples of previous similar work in communities comparable to Pocatello and other Idaho communities that demonstrate experience working in similar terrain, geographies, climates, and other factors that influence the treatment methodology and assessment. The examples shall include location, project type, status, and a brief description of project scope & status.
 - Provide a minimum of three references, including: 1) company name 2) contact name 3) phone number 4) email address 5) name of project or contract
- 5. Timeline Schedule (recommend 1 page)
 - Provide a detailed typical project schedule including major milestones and deliverables for a call/order for the proposed treatment scenario included in this RFP
 - This should include number of days for mobilization, typical days for mastication/handwork,

C. Price Proposal

Bid pricing should be specific to the project area and based on the hypothetical scenarios (Description of Conditions) and hypothetical, technical specifications. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are the base price rates (“shelf rates”) that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task for that specific calls/order.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor bids for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the bids on individual BPA Calls/Orders submitted for future specific projects. Bids should be reflective of the Treatment Specifications required for the work as provided in Section IV of this RFP.

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than XX degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Unit 1 East Bench

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 2 East Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Item 15 – Mobilization
- Item 16– Best management practices

Unit 3 West Bench

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 4 West Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Piece size shall be no longer than XX”

Date Issued: August 25, 2026 after 8AM

- Masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site. See Items 10 and 11 for Specifications for Material Disposal.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using other treatment method (Items 4, 5, 6, 7, 8).

Item 2: Mechanical Cutting Lop & Pile

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
3. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
4. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
5. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
6. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
7. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.
8. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
9. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 3: Hand Cutting Lop & Pile

1. Where mechanical Lop & Pile is infeasible on slopes of 30 degrees or greater, hand cutting lop and pile will be used.
2. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
6. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
7. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
8. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.

Date Issued: August 25, 2026 after 8AM

9. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
10. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of XX degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Item 5: Chip & Broadcast

- Mechanically process (chip) all designated live/dead trees
- Contractor shall practice due diligence to ensure chipping will achieve the smallest piece size feasible, as well as uniformity in piece size.
- Chipped material shall be broadcast or spread to a depth of no more than six inches (6"). Excess chips must be removed off-site. See Item 8.

Item 6: Chip & Haul

- Mechanically process (chip) all designated live/dead trees
- Haul any chipped material in excess of the six inch (6") depth spread.
- Excess chips must be removed off-site

Item 7: Stump & Shrub Treatment with Herbicide

1. Will work with City to determine type/mix of herbicide chemical treatment needed for project area
2. Apply herbicide to shrub within 10 minutes of cutting
3. Application method may include low-pressure backpack or handheld sprayer

Item 8: Re-Seeding (acres)

1. Reseed with native seed mix similar to what is growing at site
2. Seeding to occur in winter/spring, not during dry conditions
3. Limit to city-owned property.
4. Re-seeding can be done by drill seeding, hydroseeding or by hand depending on terrain and site conditions

Item 9: Signage and Traffic Control

1. The Contractor shall provide signage on all public roads/public access points warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.

Date Issued: August 25, 2026 after 8AM

2. Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
3. Smaller signs may be used on non-paved roads/access trails. Many areas may be traveled by the public for recreation purposes. The City will issue press releases to notify the public of any trail closures on publicly owned lands. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels. No debris shall be masticated onto City paved streets/sidewalks.

Item 10: Access Roads and Trails

1. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.

Item 11: Erosion Control

1. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.

Item 12: Soil Tracking and Berming

1. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.

Item 13: Sediment Control and Track Off

2. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.

Item 14: Stormwater Facilities

3. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

Item 15: Mobilization (# of days)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 16: Best Management Practices

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

D. Proposal Evaluation Criteria

Category	Maximum Points
I. Key Personnel Expertise & Experience of Project Team <ul style="list-style-type: none"> a. Provides sufficient project team to complete the work b. Clearly defines roles of the project team, including any subconsultants and the project team lead/project manager and on-the-ground foreman c. Demonstrates experience and expertise of project team in completing work described in scope 	30
II. Equipment <ul style="list-style-type: none"> a. Demonstrates experience utilizing proper equipment to complete treatment specifications b. Has access to necessary equipment for different treatment methodologies 	20
I. Completion of Similar work in recent years <ul style="list-style-type: none"> a. Demonstrates completion of hazardous fuel treatment work using treatment specifications identified in RFP b. Previous similar work demonstrates compatibility with the Pocatello geography, terrain, climate, and other factors that will influence the assessment c. Provides examples and references requested data, integration with mapping systems, etc. 	25
II. Detailed Timeline demonstrating ability to deploy crews to complete work for calls/orders	25
TOTAL	100

Date Issued: August 25, 2026 after 8AM

Section VI. Contract Award

The City intends to evaluate proposals and award contract(s) without discussions with Respondents (except for clarification purposes). The City reserves the right to reject any and all offers for any reason whatsoever in the City's sole discretion; to waive immaterial project requirements; and to pursue purchasing in a manner that is in the best interests of the City.

The Respondents deemed qualified to provide the services required for the proposed project will be notified in writing through a notice of award. Once an agreement is reached with the awarded Respondent(s), the City will provide a service agreement with the City of Pocatello for signature and full execution.

If after negotiation and consideration, the City is unable to reach an acceptable agreement with the Respondent, the City will terminate negotiations with the Respondent and/or withhold the award for any reason and/or elect not to proceed with any of the proponents and/or re-solicit via a new RFP.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA.

Calls/Orders will be made for services and a subsequent Notice to Proceed will be issued to formally begin work.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.

Signature (blue ink please)

Printed Name

Title

Date

Company Name

Email

Street

Phone

City, State, Zip

Fax

Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

**AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.**

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and
says that _____ (Bidder)

he or she _____ in conformance with Idaho Code 63-15-2;
affiant _____ (is/is not)

states that _____ has paid or secured to the satisfaction
of the _____ (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent
including assessments, excises, and license fees levied by the State of Idaho or any taxing
unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's
business is located.

Dated this _____ day of _____, 20____.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: All Contractors and Subcontractors

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

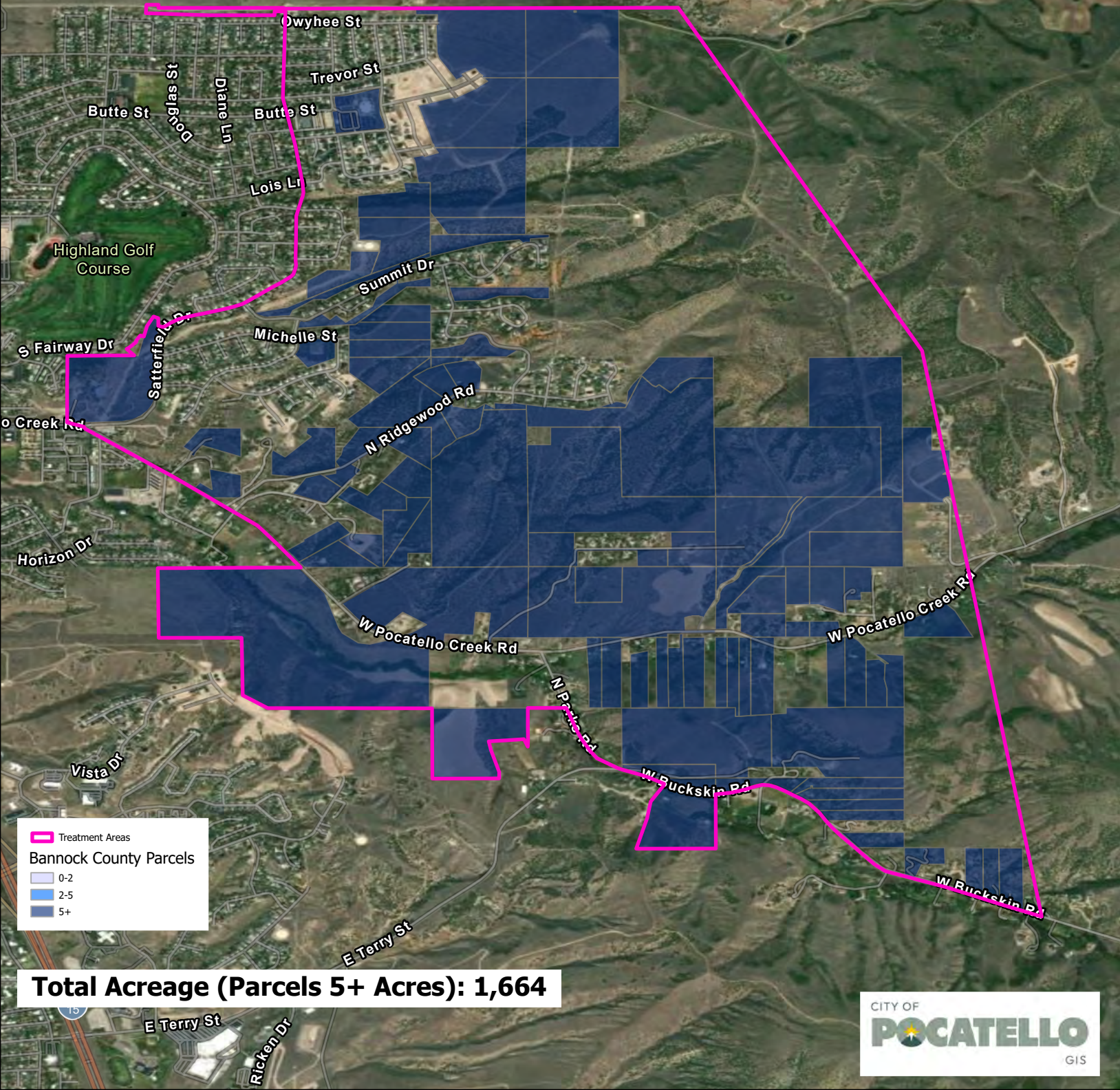
DBA: _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__

Notary Public for
My Commission Expires: _____

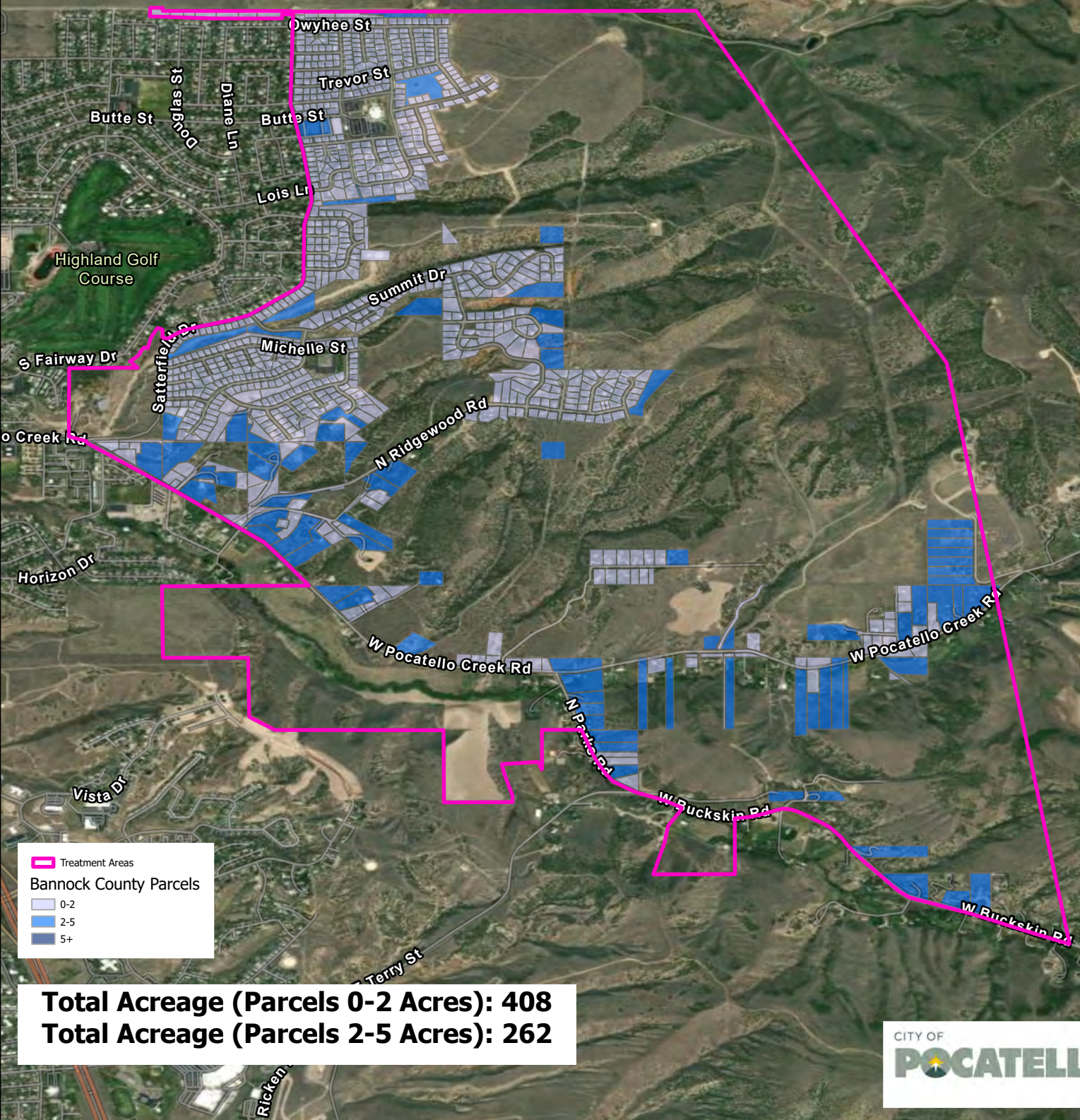
Reference Maps for Attachment A Schedule of Items

CWDG Treatment Areas - East Bench Parcels > 5 acres

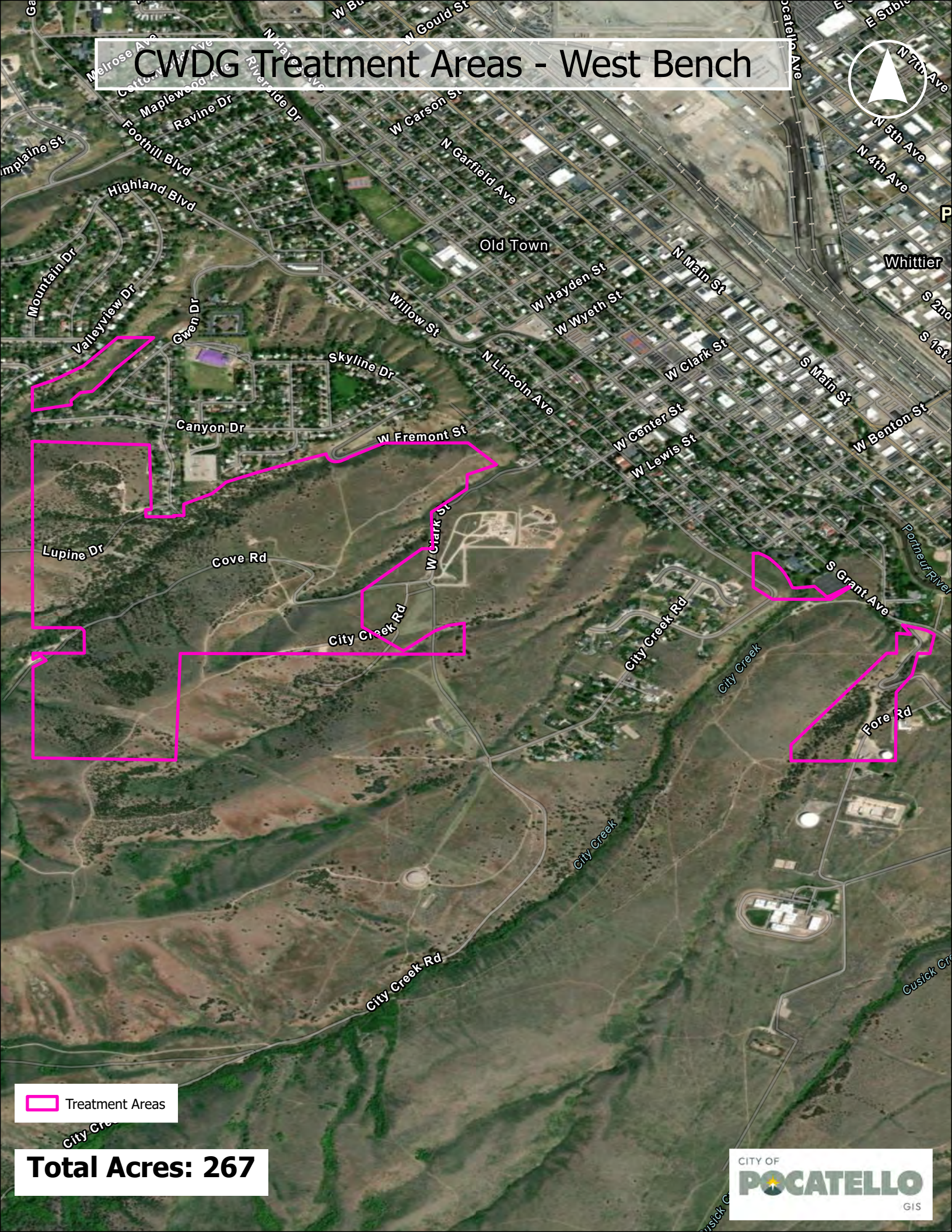


Total Acreage (Parcels 5+ Acres): 1,664

CWDG Treatment Areas - East Bench Parcels < 5 acres



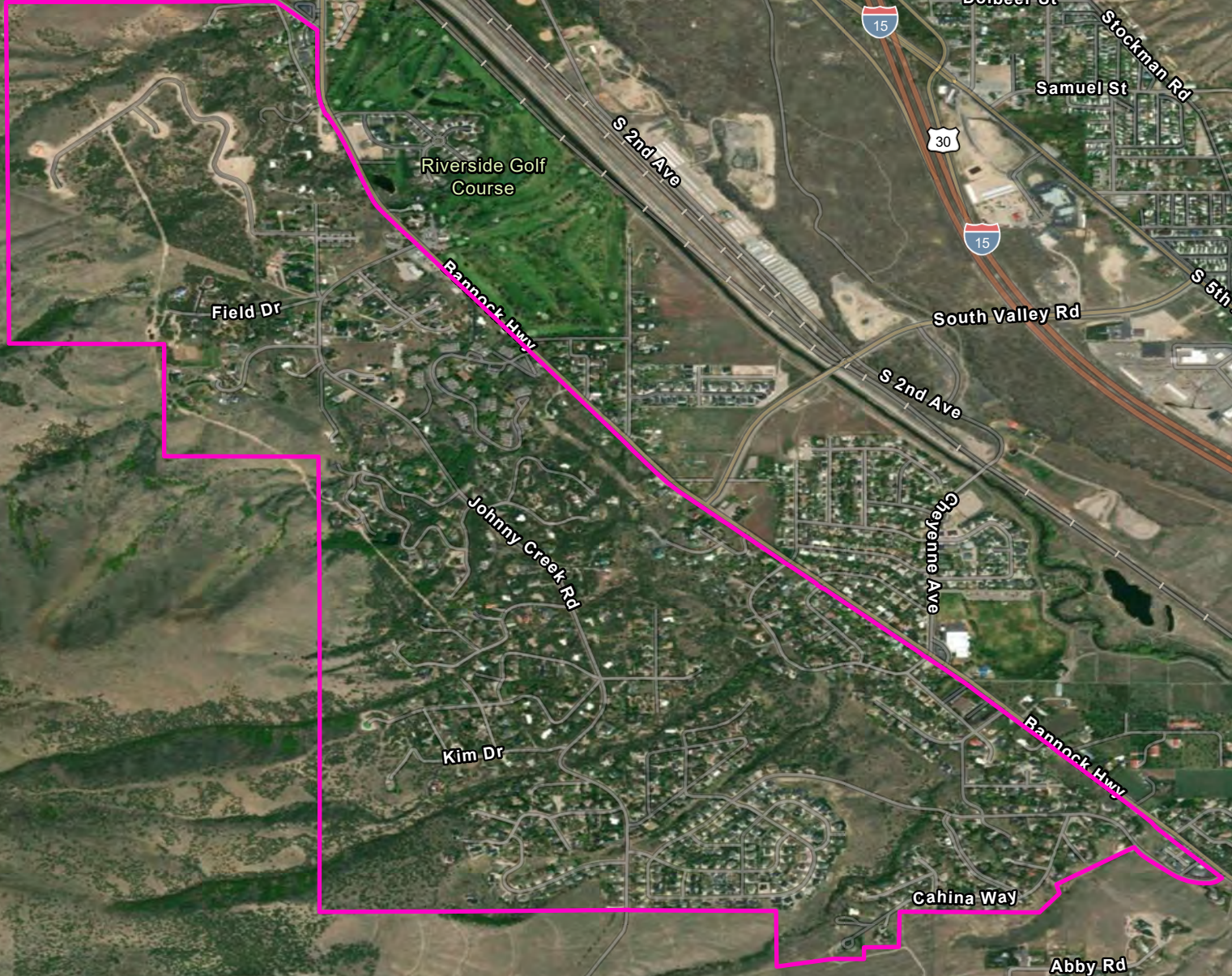
CWDG Treatment Areas - West Bench



 Treatment Areas

Total Acres: 267

CWDG Treatment Areas - Johnny Creek



 Treatment Areas

Total Acres: 1,040

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 4, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join:

<https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

Addendum # 1:

Administrative/Clerical Changes to RFP language:

1. A form for listing Subcontractors has been added (see Attachment A of this Addendum)
2. The following language changes/clarifications have been added to the RFP language:

Section C. Price Proposal

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes of 30 degrees or greater
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Contractor should conduct multiple passes to grind as much material as possible and achieve mulch size. Those remnants that are not mulched should not exceed 4 feet x 3 inches in size.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of 30 degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Responses to Questions:

Question 1: If we do not typically provide the type of work on the bid item sheet, do we still have to provide a price for the work to be considered?

Answer to Question 1: Yes, respondents must provide pricing for all items requested. Respondents may include the full cost to fulfill the work including if additional equipment/labor will be needed or if another entity will be subcontracted to conduct that portion of work. If subcontractors are to be used for items, these must be named on the Naming of Subcontractors Form (see Attachment A of this Addendum).

Question 2: After the contracts are awarded under this procurement, will I be able to adjust my bid pricing for the individual/site specific jobs that are bid out?

Answer to Question 2: Yes. The pricing submitted under this RFP will establish baseline unit pricing for the items. As individual or specific job sites are identified, a site-specific scope of work will be issued and final and best prices will be requested from the contractors qualified under this RFP. Economic increases in prices will be allowed with verified labor/material cost shifts due to site-specific specifications. In addition, the final negotiated contracts will allow for periodic price reviews over the term of the contract, such as on a quarterly or annual basis.

Question 3: The RFP documents request submission of a technical proposal and a price proposal which include an excel sheet. Do we submit the RFP as a hard copy or via email?

Answer to Question 3: Respondents should follow the instructions in the RFP and Submission Requirements which request a bound, single-sided hard copy and one electronic copy on portable media. Email submissions will not be acceptable. Per Section B. Submissions Requirements:

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and **MUST** mirror paper

versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.

Attachment A – Naming of Subcontractors Form

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number (if applicable) of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the related work under the general Contract. Failure to name Subcontractors as required may render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification and/or Work Item</u>	<u>License Number</u>
_____	_____	_____

_____	_____	_____

_____	_____	_____

_____	_____	_____

NOTES TO USER

1. This form must be included for all bids.

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 15, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

Addendum # 2

Administrative/Clerical Changes to RFP language:

The following changes to the RFP language have been made in red text:

Please see revised Section II. B (page 7)

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and Certification Regarding Lobbying as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)

I. Vegetation Removal

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
- All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

4. LICENSING, INSURANCE AND BONDING REQUIREMENTS (page 14):

I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.

II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.

III. Contractor shall maintain a **Class B** license with the City of Pocatello.

IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.

V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

Schedule of Items (page 17)

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than 30 degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.
- **All Master Treatment specifications not included as individual items below shall be assumed in the scope of work and pricing should reflect adherence to those requirements. For example, erosion control specifications have been removed from the per item pricing and are not itemized but should be included in the per acre cost of completing the work.**

Unit 1 East Bench (page 18)

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. See Map A and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 2 East Bench (page 18)

Unit 2 is composed of privately owned parcels located on the East Bench of Pocatello in the Satterfield and Highland area. See Map B and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide

- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 3 West Bench (page 19)

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See Map C and click here to view a map of the proposed conditions:

<https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 4 West Bench (page 19)

Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area. See Map D and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

...

Item 7: Stump & Shrub Treatment with Herbicide (page 21)

1. Type/mix of herbicide chemical treatment needed for project area will be adequate to treat invasive species noted in this specification
2. Provide the City with an herbicide treatment plan prior to invasive (Russian Olive and Siberian Pea) vegetation removal. Chemical treatment shall be approved by City prior to authorization.
3. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
4. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.

5. Application method may include low-pressure backpack or handheld sprayer.

Item 10: Access Roads and Trails

1. ~~All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.~~

Item 11: Erosion Control

1. ~~Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.~~

Item 12: Soil Tracking and Berming

1. ~~Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.~~

Item 13: Sediment Control and Track Off

2. ~~Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.~~

Item 14: Stormwater Facilities

3. ~~Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.~~

Item 10: Mobilization (# of days) (page 22)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 11: Best Management Practices (page 22)

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

Updated Schedule of Items

See spreadsheet attachment titled: "REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029 Schedule of Items".

Responses to Questions:

Question 1: Contractors asked clarifying questions regarding seeding and re-seeding, specifically if it would be required on all areas and in all scopes?

Answer to Question 1: Re-seeding is anticipated to be in very limited areas and will be specified on the particular call/order for the detailed scope of work. For bid pricing, re-seeding is limited to city-owned parcels and applies to scenarios Unit 1 and Unit 3 for this RFP. The seeding pricing should be based on the Item 8 specifications.

Question 2: Is limbing required at 6 feet or higher?

Answer to Question 2: Any remaining juniper shall be limbed up 6 feet from the ground.

Question 3: If the contractor creates burn piles, will the City Fire Department staff be conducting the burning?

Answer to Question 3: The Contractor should include pricing for lop and pile items 2 and 3; however, each specific call/order will detail if lop and pile is the preferred treatment for the particular area. In the event lop and pile is a treatment specification, the City will coordinate with the Contractor for piles (locations) and when the burning would take place. Based on current priority areas, lop and pile will be in very limited areas and limited circumstances. If there is burning, City Fire Department Staff will conduct the burning.

Question 4: Is there a number of stems/trees per acre available?

Answer to Question 4: Not at this time.

Question 5: Will the City be providing dumpsters or vouchers at the landfill for the disposal of material?

Answer to Question 5: No, contractors should plan to cover all costs for disposal as part of their bid pricing including any dumpsters or cost of dumping at landfills for material disposal.

Question 6: Will herbicide/chemical treatment be required on the sites and can the City provide a spec for the chemical/herbicide that is required?

Answer to Question 6: Contractors should follow the master specifications and item 7 specifications for the RFP price submission. The specific herbicide/chemical treatment type/mix will be determined by the City and included in the specific call/order scope of work. For the purposes of this RFP, Item 7 specifications as modified by this Addendum should be used for establishing a price submission.

Question 7: Please clarify the difference between mastication and mechanical cutting.

Answer to Question 7: Mechanical cutting includes the removal using equipment other than a masticator or work that will not be conducted by hand.

Question 8: What are the proposal submission requirements?

Answer to Question 8: Contractors must submit a bound hard copy of their proposal that includes all required documents and forms in a sealed package. There is no requirement for how the package is bound. In addition, an electronic copy must accompany the hard copy. This must be submitted on portable media, such as a USB flash drive, and included with the sealed proposal package.

Question 9: Do we have to acknowledge addenda and if yes how do we demonstrate that?

Answer to Question 9: Yes, per the RFP Section II, a copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent. Contractors may include a copy of the first page of all addenda and do not need to include all pages of the addendum.

Question 10: For the Relevant Past Performance section, is it okay to include a reference for fuels reduction work performed while employed by an agency, such as my time with both the BLM and Forest Service, rather than work performed under my own business? The RFP's reference format requests a company name for each project, so I want to confirm whether prior on-the-job experience with an agency qualifies, or whether references must be limited to work completed under my business. Most of my experience comes from my time working as an employee of both

the BLM and Forest Service, while relevant work under my business is limited since it is a relatively new business and have been hired by private landowners to do fuels reduction work.

Answer to Question 10: Yes, you may include references and experience from previous employers which may include public agencies such as BLM or Forest Service. It should be clear in the response that the Past Performance is for those key personnel members who are on the project team so that the City may properly evaluate the relevant experience of those who will work under this contract. Review the Technical Proposal Requirements for additional detail on the submission requirements to ensure you sufficiently respond to this evaluation criteria.

Question 11: Under Team and Key Personnel Qualifications, the RFP requests a resume for each team member. Does this mean resumes are required only for named key personnel or for all crew members who may work on the project, including general laborers? Since this is a Blanket Purchase Agreement with future calls/orders, my crew size and composition will depend and change on the specific jobs we're awarded, which won't be known at the time of this submission.

Answer to Question 11: Resumes are only required for the key personnel that should include the Project Manager and Project Foremen. Contractors do not need to supply resumes for all general laborers or crew members.

Question 12: As far as the pricing proposal goes, I just wanted to confirm what you said in the meeting; that our prices should be our minimum pricing?

Answer to Question 12: Yes, the pricing proposal has been updated on a per unit item basis. Please refer to the updated Schedule of Items spreadsheet included in this Addendum.

Question 13: In the meeting you mentioned the Price Proposal page, Certificate of Authority page, Certificate of non-collusion, and Certificate of Tax Compliance all be notarized. I am not seeing a Certificate of Authority page? Or is that the certification regarding lobbying? Do you have a preference on who they are notarized by?

Answer to Question 13: Yes, Contractors should submit the required forms Appendices A through D which are updated with the correct titles to be: Appendix A – Price Proposal Form; Appendix B – Non-Collusion Affidavit; Appendix C – Affidavit of Payment or

Securement of All Taxes; Appendix D – Certification Regarding Lobbying. There is no required notary format or preference.

Please see revised Section II. B

Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and ~~Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

Question 14: We did not attend the September 10 preproposal meeting. Before preparing our response, could you please confirm whether attendance was mandatory?

Answer to Question 14: No, attendance at the informational meeting was not mandatory.

Question 15: 2. How we can obtain the complete RFP, addendum and attendance/plan holder list?

Answer to Question 15: Interested contractors can obtain the RFP on the City's website at <https://pocatello.gov/Bids.aspx> or by contacting Christine Howe at 208-234-6186 or chowe@pocatello.gov. The Plan Holders list will be available after the RFP closes and should be requested through the City's Public Records Request portal at: <https://cityofpocatelloid.nextrequest.com/>

Question 16: Whether an Idaho Public Works Contractor License, active SAM/UEI registration or bonding is required?

Answer to Question 16: A Class B City license is required for contractors that are qualified under this RFP. That may be obtained after the RFP submission and prior to contract execution. Contractors must also have an active SAM.gov registration and Unique Entity Identifier (UEI). Bonding is required for obtaining the Class B license and performance and payment bonds will be required on certain jobs. Performance and payment bond requirements will be included in the call/order. Please refer to the RFP for additional insurance, licensing, and bonding requirements.

Question 17: Whether the City expects to award BPAs to multiple qualified contractors?

Answer to Question 17: Yes, multiple awards will be made for this BPA upon technical and pricing evaluations. Please refer to Section VI. Contract Award for additional information.

Question 18: How individual treatment projects will be assigned or competitively quoted?

Answer to Question 18: Future calls/orders for specific projects will be emailed to only the contractors awarded under this BPA. Future calls/orders will include a detailed scope of work and request pricing based on the price proposals submitted under this RFP. The specific call/order will be awarded to the Contractor able to conduct the work for the best price. Contractors may update their line item pricing when submitting a response to a specific call/order as needed. Any proposed updated pricing will require a written justification supporting the revised line item price. This justification may include things such as increased cost due to the complexity of the scope of work conditions, changes in materials costs due to market conditions, changes in labor rates, etc. This information will be included in the contract documents resulting from this RFP.

Question 19: I anticipate each work area having its own advantages and disadvantages. For instance, some areas might be very rocky or have significantly more vegetation to treat than other areas. Some also may be hard to access or require moving material a long distance. Should our proposed pricing reflect ideal conditions with minimal disadvantages? In that case, if a job becomes available for us to do, will we be able to amend the pricing depending on some of the realities of the jobsite? I'm also considering this from the perspective of technical tree removals near homes, which could require a lot of climbing and rigging to create the required defensible space. That kind of work is multiple times more costly than masticating trees away from structures.

Answer to Question 19: Proposal pricing should use the available information included in the RFP for the hypothetical scenarios which include proposed area maps and site conditions, such as imagery and slope. Pricing should account for all work that may be required of the contractor in those areas. The hypothetical scenarios in the RFP are divided into geographic areas and by type of work (ex: primarily on large acreage that is public or groupings of individual private parcels that have limited access) to account for possible variation in specific jobs. Specific scopes of work will be developed for each call/order. Please see answer to Question 18 for details on updating pricing.

Question 20: The required method for submitting the technical and pricing proposals?

Answer to Question 20: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

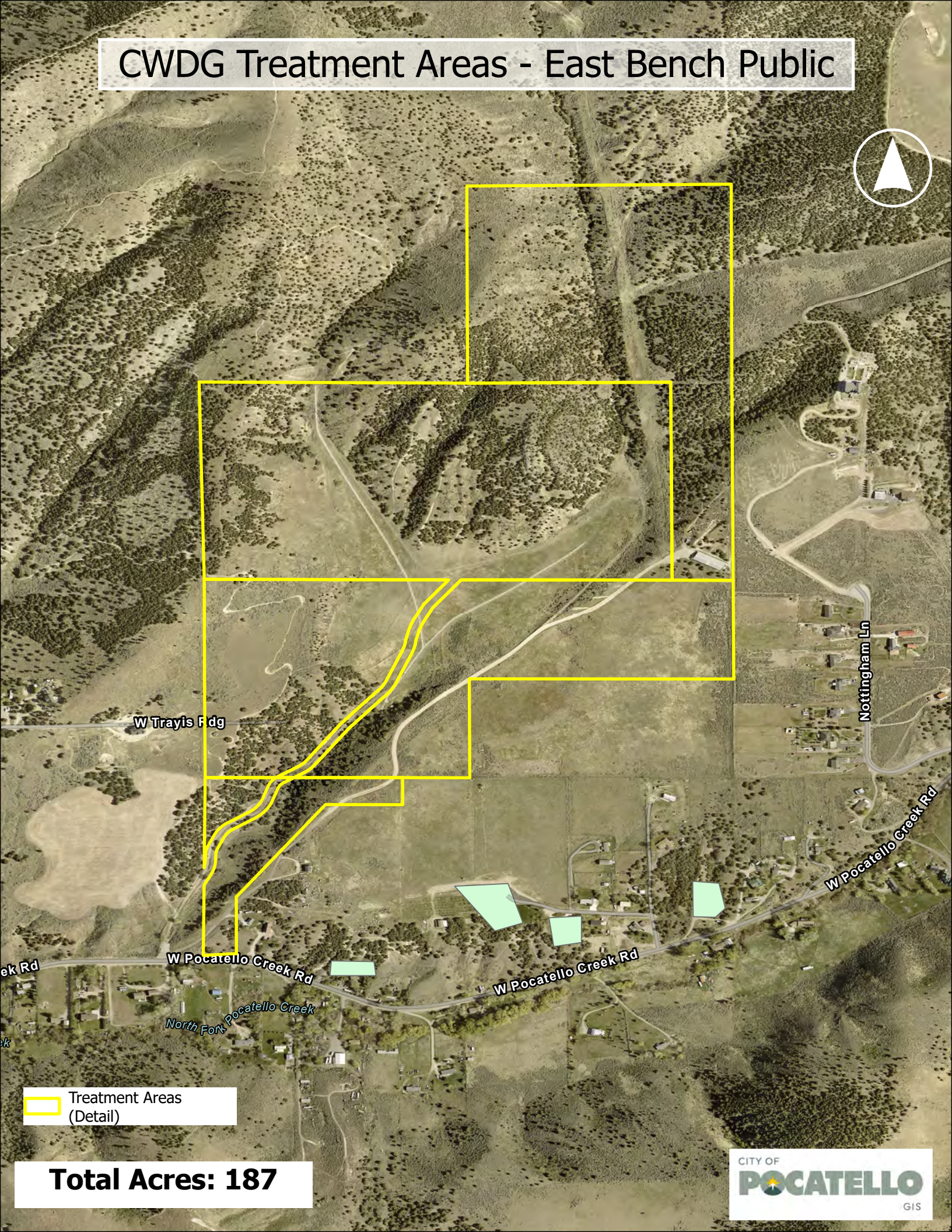
Question 21: The required method for submitting the technical and pricing proposals?

Answer to Question 21: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

Attachment A

REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029
Schedule of Items

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

Total Acres: 136

Map C - Unit 3

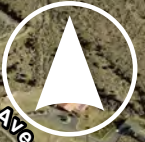
CWDG Treatment Areas - West Bench



 Treatment Areas
(Detail)

Total Acres: 157

CWDG Treatment Areas - Johnny Creek

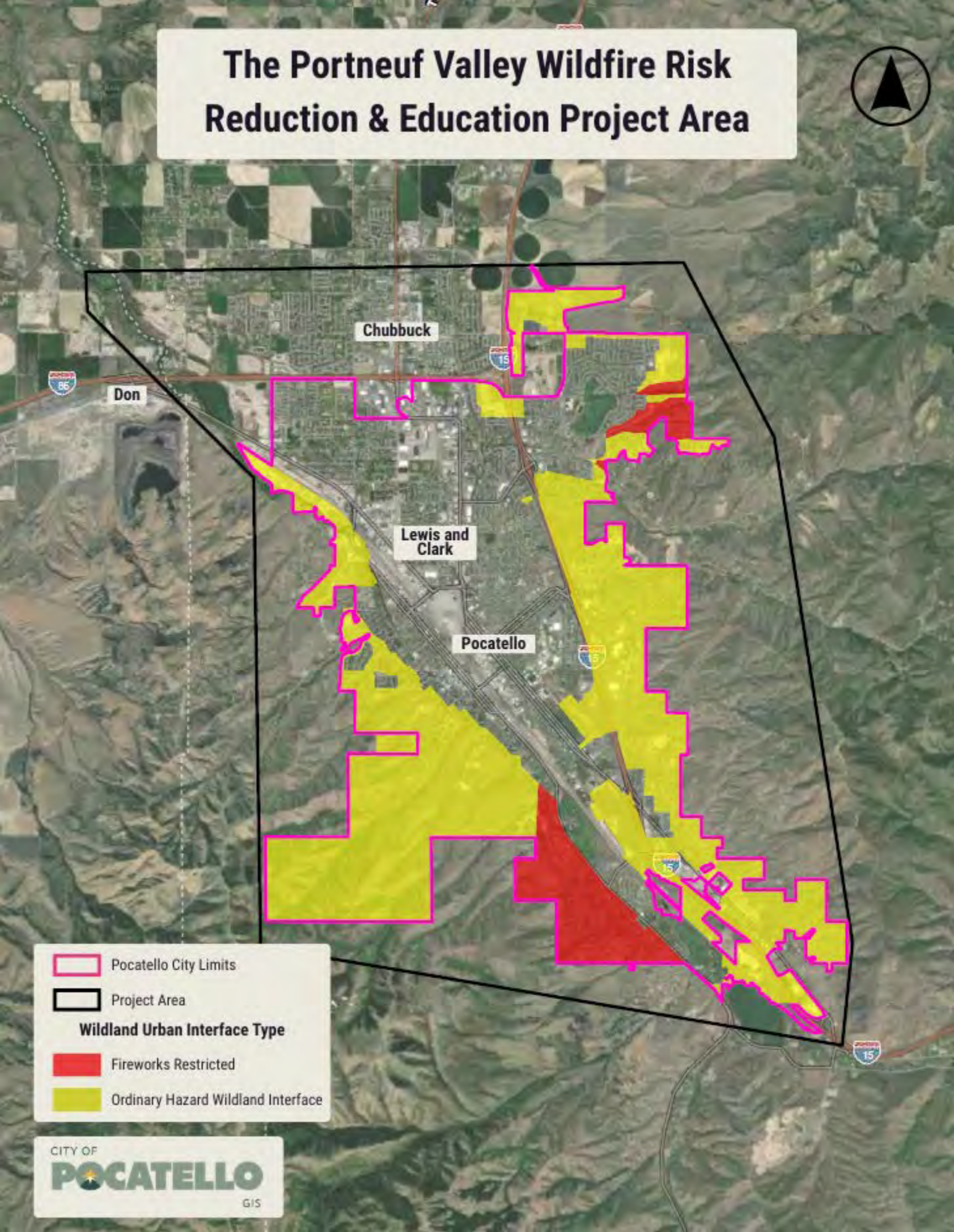


 Treatment Areas
(Detail)

Total Acres: 46

Attachment B - Project Area Maps

The Portneuf Valley Wildfire Risk Reduction & Education Project Area



Pocatello City Limits



Project Area

Wildland Urban Interface Type

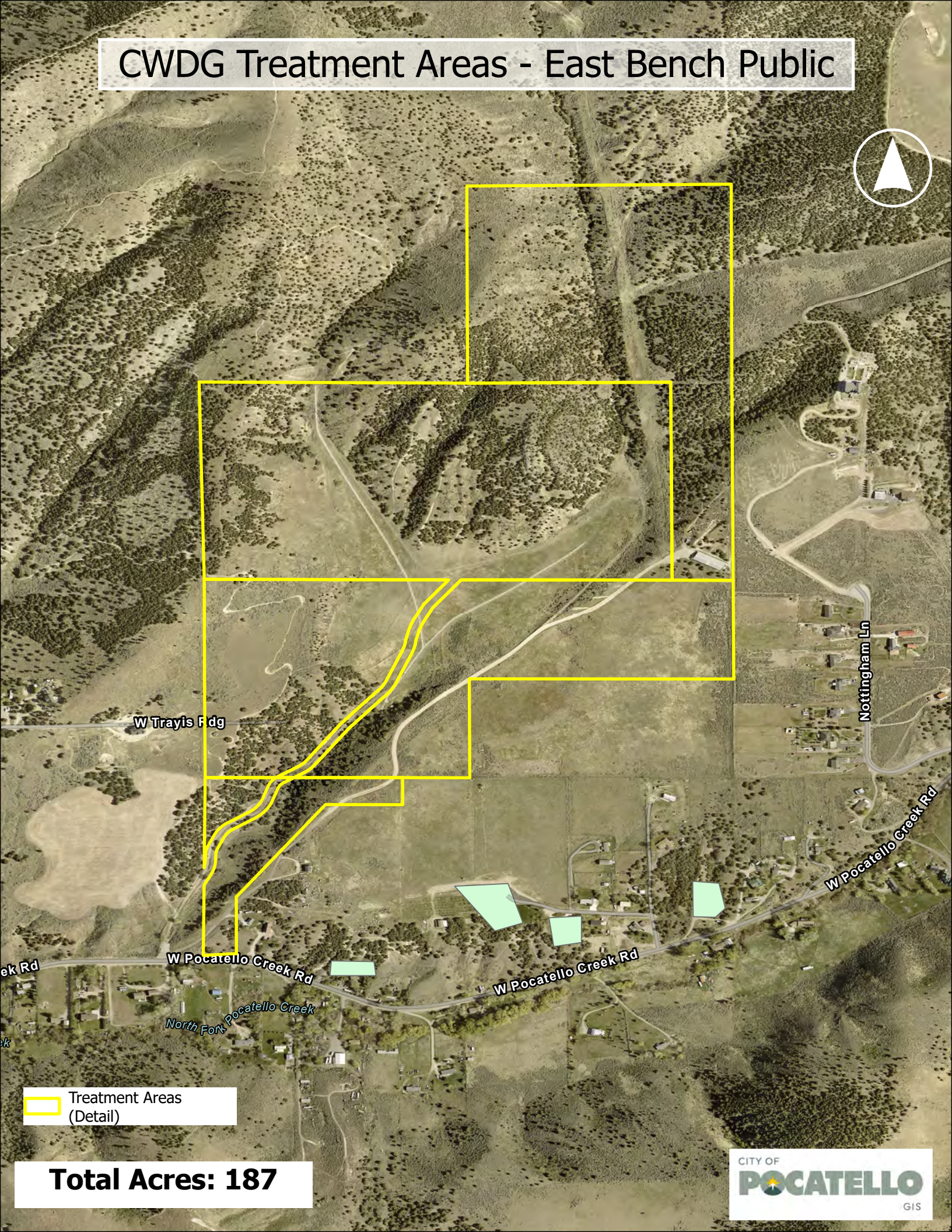


Fireworks Restricted



Ordinary Hazard Wildland Interface

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

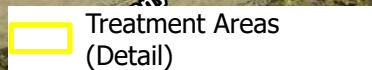
Total Acres: 136

CWDG Treatment Areas - West Bench



 Treatment Areas
(Detail)

Total Acres: 157



CITY OF
POCATELLO
GIS

Attachment D

TECHNICAL PROPOSAL

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Submitted by Axeline Tree Care LLC

792 Trails End
Idaho Falls, Idaho 83402
(208) 534-9915
axelinetreecare@gmail.com
UEI: PWDAJ9F28AM4

Primary Contact: Mackray Sullivan, Owner
Proposal Due: September 25, 2026 at 3:00 PM MT

1. Introductory Cover Letter

September 25, 2026

City of Pocatello
Attn: Christine Howe - Grants Division
911 N. 7th Avenue
Pocatello, ID 83201

Re: Portneuf Valley Wildfire Risk Reduction and Education Program - Hazardous Fuel Treatments

Ms. Howe:

Axeline Tree Care LLC appreciates the opportunity to submit this proposal for the City of Pocatello's hazardous fuel treatment Blanket Purchase Agreement. Axeline is an Idaho Falls-based tree care and fuels-reduction company established in 2025. Our work is performed by eastern Idaho employees, and our crews regularly work throughout southeast Idaho, including the Pocatello area.

Our approach is straightforward: put an experienced foreman on the ground, use the treatment method that fits the terrain, protect surrounding property, and leave the site in the condition required by the call/order. Axeline can provide mechanical mastication, mechanical and hand cutting, chipping, hauling, stump and shrub herbicide treatment, traffic control, and the supporting best management practices required by the solicitation. Where slopes or access make mechanical treatment impractical, we can transition to hand cutting, winching or dragging material to an accessible location, and chipping or hauling.

I will serve as Project Manager and will remain directly involved from the initial site walk through completion. Bernard Kasvinga will serve as Project Foreman and direct daily field operations. Our normal deployment will be a minimum six-person field crew, scalable to approximately fifteen employees as the work requires. We can operate multiple crews and plan to work a normal 5 x 10-hour schedule within the City's authorized work periods.

Axeline maintains active SAM registration under UEI PWDAJ9F28AM4, carries the required liability and workers' compensation insurance, and is prepared to obtain and maintain the required City of Pocatello Class B license before contract execution. We intend to self-perform the work. Specialized heavy equipment will be rented when needed and operated by Axeline personnel.

Thank you for considering Axeline Tree Care LLC. We would value the opportunity to support the City's wildfire-risk reduction work and to continue building a long-term working relationship in the Pocatello area.

Sincerely,

Mackray Sullivan
Owner, Axeline Tree Care LLC

2. Team and Key Personnel Qualifications

Axeline will use a small management structure with direct field accountability. Mackray Sullivan will be the City's primary contact and Project Manager. Bernard Kasvinga will be the on-site Project Foreman. The field crew will normally consist of Bernard plus at least five employees and can be expanded to approximately fifteen employees when the size or schedule of a call/order warrants it.

Mackray Sullivan - Owner / Project Manager

- 16 years of forestry and tree-related experience and 16 years of chainsaw experience.
- Approximately 6 years of hazardous-fuels reduction and wildfire-related experience.
- Heavy-equipment experience spanning approximately 18 years, including excavators, skid steers, semi trucks, chippers, fuel trucks, and water trucks.

- Sullivan Ranch experience beginning in 2011 performing ranch/contract work on BLM and U.S. Forest Service lands, including fencing and water-line projects.
- Desert Air Ag / Visser Ag, 2021-2025: herbicide application experience, including aerial application work.
- Mud Lake Oil, 2021-2022: VIPR wildfire support operating fuel and water trucks.
- Six seasons of VIPR/wildfire support experience overall, including fuel truck, water truck, and chipper assignments across the western United States.
- Idaho State Department of Agriculture pesticide license and Commercial Driver's License.
- Commercial Pilot certificate/training and some college education.

Project responsibilities: initial site walk, pre-work coordination with the City, treatment planning, mobilization, daily communication with the City, resource allocation, quality control, and final inspection. Mackray will remain heavily involved during field operations rather than handing the project off after mobilization.

Bernard Kasvinga - Project Foreman

- Joined Axeline Tree Care LLC in July 2026 and serves in crew-leadership and ground-operations roles.
- Six years of chainsaw experience developed through land-clearing work on his grandfather's farm in Africa.
- Experience operating excavators, skid steers, stump grinders, and wood chippers.
- 2026 VIPR wood-chipper experience with Axeline Tree Care LLC.
- CPR and First Aid trained; some college education.

Project responsibilities: remain on site while crews are working, direct daily operations, conduct the daily safety briefing, assign saw and equipment work, coordinate debris movement and hauling, and walk completed treatment areas with the Project Manager before requesting City acceptance.

Crew Capacity, Safety, and Local Workforce

Axeline currently employs 13 people, all based in eastern Idaho, including employees from the Pocatello/Bannock County area. The company hires students from BYU-Idaho and Idaho State University who are interested in tree care, forestry, equipment operation, and related outdoor work. If additional staffing is needed for this BPA, Axeline intends to prioritize local hiring and provide paid field experience in fuels reduction, chainsaw work, equipment operation, and wildfire-related work.

Axeline conducts daily pre-work safety briefings. Chainsaw crews use hard hats or helmets, hearing protection, safety glasses, chainsaw chaps, gloves, long pants, leather boots, and high-visibility shirts. First-aid kits and fire extinguishers are carried with trucks and equipment. Some employees have RT-130 wildfire refresher training, and company personnel have worked under formal wildfire/VIPR safety briefings and incident procedures. Since the company was established in 2025, Axeline has had no OSHA citations, reportable employee injuries/workers' compensation claims, or significant property-damage incidents.

3. Equipment and Treatment Approach

Axeline will match equipment to the terrain and treatment specified in each call/order. The company intends to self-perform field work; rental companies used to supply specialized heavy equipment will not perform the work. This allows Axeline to select the tracked machine and attachment best suited to acreage, slope, access, vegetation density, weather, and required finish.

Treatment	Planned equipment and approach
Mechanical mastication	Tracked excavator in the Cat 308 class with a forestry mastication head. The machine will be configured with metal or rubber tracks as conditions require. Work will target the City's maximum three-inch stump height and uniform, small material, with masticated material spread no deeper than six inches. Excess material will be spread/raked as allowed or hauled off-site.
Mechanical cutting / lop & pile	Excavator with grapple and/or appropriate mechanical cutting/handling attachment. Material will be cut, moved,

	and placed to meet the City's lop-and-pile or other approved treatment specification. A tractor with winch may be used to move material from terrain where direct machine access is limited.
Hand cutting	Professional gas-powered chainsaws for larger material, Milwaukee 14-inch battery chainsaws for smaller material, and a pole saw with approximately 13-foot reach. A bucket truck/cherry picker is available where elevated work is necessary and access permits. Hand crews will be used on slopes where mechanical equipment is prohibited or impractical.
Material disposal	Vermeer BC1500 chipper (approximately 15-inch capacity), dump trailer, commercial dumpsters/roll-offs, three pickup trucks, and flatbed equipment trailer. A compact articulated loader may be used to stage material and feed the chipper. Axeline will cover hauling, dumpster, and disposal costs required by each call/order.
Chemical treatment	Low-pressure handheld/backpack sprayers. Mackray Sullivan holds an Idaho pesticide license. Axeline will submit the required treatment plan and apply the City-approved seasonal herbicide/mix within the specified cut-stump treatment window.
Re-seeding	Native seed mix and drill seeding, hydroseeding, or hand seeding as specified for the site. Re-seeding will be performed only where included in the call/order and under the City's seasonal/site requirements.
Signage / traffic control	MUTCD-compliant roadway signage and cones where applicable, smaller access/trail signage where permitted, and spotters for public or private access. A traffic-control plan will be provided when requested.
BMP / fire suppression	Fire extinguisher, shovel, mattock, first-aid supplies, erosion-control materials, and cleanup tools will accompany field operations as applicable. Access roads, trails, drainage features, paved surfaces, and adjoining property will be protected and restored as required.

Axeline understands that mechanical equipment will not be used on slopes greater than 30 degrees. In those areas, crews will transition to hand cutting and move material to a safe, accessible processing location when required. The treatment method can change within a project after coordination with the City rather than forcing one method onto terrain where it is not appropriate.

The Vermeer BC1500 will be used for chip-and-broadcast or chip-and-haul work and is capable of processing material up to approximately 15 inches. Chipped or masticated material will be spread to no more than the six-inch depth required by the specifications, with excess material hauled off-site. Dump trailers and commercial containers will be used for material that must be removed. Roads, trails, paved surfaces, drainage facilities, and adjoining private property will be protected during staging and hauling.

For invasive vegetation, Axeline's Project Manager holds an Idaho pesticide license and has prior herbicide application experience. Axeline will submit the required herbicide treatment plan before invasive vegetation removal and will use the City-approved treatment and mix for the applicable season and call/order. Cut-stump applications will be made within the time required by the specifications using low-pressure handheld or backpack sprayers and in accordance with the product label.

Treatment-specification control. Axeline will work to the City's marked treatment boundaries and leave-tree designations. Stumps will be cut flush where practical and otherwise no more than three inches high on the uphill side; remaining junipers will be limbed to six feet when required. Lop-and-pile work will follow the City's pile-location, size, material-length, and covering requirements, with City Fire Department personnel responsible for burning when applicable. Axeline will also provide reseedling, signage, traffic control, spotters, erosion protection, road/trail cleanup, and other BMPs when included in

a call/order. Tracked mastication equipment will carry required fire-suppression supplies, including an extinguisher, shovel, and mattock.

4. Relevant Past Performance

Axeline is a newer company, so the examples below include both company work and the relevant prior experience of the Project Manager who will personally manage this BPA. The company examples demonstrate tree removal, fuels reduction, chipping, hauling, and work around structures and public property in Idaho.

Upper Smith Fire and Silver Fire - U.S. Forest Service VIPR Chipper Contract

Location: Northern Idaho near Bonners Ferry and Ponderay | Year: 2026 | Contract No. 12024B26T7642 | Status: Completed/Performed

Axeline Tree Care LLC held the VIPR contract and provided a wood-chipper crew on the Upper Smith and Silver Fires. The crew chipped woody debris to reduce fuels and support firebreak/fuels-management operations. This work required wildfire-site safety procedures, reliable equipment operation, crew coordination, and production in an active incident environment.

Island Park Fuels Reduction / Tree Removal

Location: Island Park, Idaho | Date: July 8, 2026 | Client: Private landowner | Value: \$8,500 | Status: Completed

Removed 34 lodgepole pines in close proximity to structures, ground stumps, and removed the resulting material. The project objective was to reduce tree and fuel hazards around improvements while protecting the surrounding property.

Freeman Park Tree Removal

Location: Idaho Falls, Idaho | Date: May 11, 2026 | Prime: Alpine Construction Management | Value: \$5,500 | Status: Completed

Axeline worked as a subcontractor to remove three trees and grind the stumps at Freeman Park. The work demonstrates coordination with a prime contractor and tree operations in a public municipal park setting.

Aberdeen Tree Pruning and Removal

Location: Aberdeen, Idaho | Date: June 30, 2026 | Client: Clint Krehbiel | Status: Completed

Pruned multiple trees and removed others on private property. The work required controlled cutting, debris handling, cleanup, and protection of the surrounding property.

Project Manager Prior Relevant Experience

Mackray Sullivan's prior experience includes work through Sullivan Ranch on BLM and U.S. Forest Service lands beginning in 2011; herbicide application work with Desert Air Ag / Visser Ag from 2021-2025; and VIPR fuel-truck and water-truck wildfire support with Mud Lake Oil during 2021-2022. Across his prior employers and Axeline, Mackray has completed approximately six wildfire/VIPR seasons in the western United States.

References

Organization / Project	Contact	Phone	Email
U.S. Forest Service - Upper Smith / Silver Fire VIPR	Britta Wolsey	(307) 351-3413	Britta.wolsey@usda.gov
Private Landowner - Island Park Fuels Reduction	Kay Garner	(208) 360-2767	garnerk55t@yahoo.com
Alpine Construction Management - Freeman Park	Jesse Oveson	(360) 643-2796	joveson@buildwithacm.com

5. Timeline, Mobilization, and Quality Control

Axeline can mobilize personnel and company-owned equipment to Pocatello within 24 hours of a Notice to Proceed when the call/order is ready for work. Specialized rented mastication equipment can normally

be secured within one week. The company plans a normal Monday-Friday, 5-day schedule, working within the City's 8:00 AM-6:00 PM or daylight-hours window, whichever is shorter. Weekend or legal-holiday work will only be performed with prior written authorization from the City.

Milestone	Typical timing / action
Call/order review	Day 0: Mackray reviews the call/order, City maps/GIS treatment boundaries, site imagery, slope/access information, treatment methods, disposal requirements, and special conditions.
Site walk / pre-work meeting	Within 24 hours when requested/available. Confirm mapped boundaries, marked leave trees, utilities, structures, access, staging, sensitive areas, traffic control, disposal, treatment expectations, and any parcel-specific requirements.
Crew mobilization	Within 24 hours for crew, trucks, saws, chipper, dump trailer, and support equipment.
Specialized mastication equipment	Within 7 days when a rented excavator/mastication package is required.
Production	Before production begins, Axeline establishes the expected workdays for mastication, handwork, chipping/hauling, and closeout based on the actual call/order. Minimum six-person field crew, scalable to approximately 15 employees; multiple crews may operate concurrently. The schedule is updated with the City if site conditions materially change.
Daily control	Daily safety briefing; Mackray communicates with the City; Bernard directs field operations. Crews check stump height, slash/chip depth, pile construction where applicable, treatment boundaries, debris, roads/trails, drainage features, erosion impacts, and property protection.
Closeout	Mackray and Bernard walk completed areas before requesting acceptance. Any identified deficiencies are corrected promptly before final demobilization.

Because the City has not established a uniform stems-per-acre figure, Axeline will not use one fixed production rate for every call/order. During the pre-work review, Mackray Sullivan will use the City's call/order, maps/GIS treatment boundaries, site imagery, slope and access information, and the field walk to establish the production sequence and expected number of workdays for mastication, hand cutting, chipping/hauling, and closeout. Production duration will vary with density, slope, tree size, disposal distance, weather, and work near structures. Axeline will provide a project-specific schedule before field production begins and will scale the crew and equipment package as needed to meet it.

Local Community Benefit

Axeline is based in eastern Idaho and all 13 current employees live in eastern Idaho. The company already employs personnel from the Pocatello/Bannock County area and expects the crews assigned to this BPA to be Idaho residents. Axeline also hires students from BYU-Idaho and Idaho State University and provides paid field experience in tree care, forestry, fuels reduction, chainsaw operations, equipment operation, and wildfire-related work. When additional staffing is needed, Axeline intends to prioritize local hiring. Fuel, repairs, lodging, meals, supplies, and other project purchases will be sourced from local businesses when practical.

Commitment to the Work

Axeline understands that the City's call/orders may range from larger open parcels to private residential properties where production is slower and property protection is critical. The company will coordinate access carefully around homes, fences, landscaping, vehicles, utilities, roads, and public-use areas. Mackray Sullivan will personally remain involved throughout each project and will be the City's primary point of contact.

Appendix - Key Personnel Resumes

Mackray Sullivan

Owner / Project Manager | Axeline Tree Care LLC
Idaho Falls, Idaho | (208) 534-9915 | axelinetreecare@gmail.com

SUMMARY

Tree care, forestry, hazardous-fuels, wildfire-support, herbicide, and heavy-equipment professional with experience beginning in 2011. Owner of Axeline Tree Care LLC and proposed Project Manager for the City of Pocatello hazardous fuel treatment BPA.

EXPERIENCE

- Axeline Tree Care LLC, Owner / Project Manager, 2015-Present - tree removal, pruning, fuels reduction, chipping, stump grinding, hauling, crew management, equipment operation, estimating, and contract administration.
- Sullivan Ranch, 2011 onward - ranch and contracting work performed on BLM and U.S. Forest Service lands, including fencing and water-line installation.
- Desert Air Ag / Visser Ag, 2021-2025 - herbicide application experience, including aerial application work.
- Mud Lake Oil, 2021-2022 - VIPR wildfire support operating fuel and water trucks.
- Approximately six wildfire/VIPR seasons overall; 2026 Axeline VIPR chipper contract experience on the Upper Smith and Silver Fires.

QUALIFICATIONS

- 16 years forestry/tree and chainsaw experience; approximately 6 years hazardous-fuels and wildfire-related experience.
- Approximately 18 years operating equipment including excavators, skid steers, semi trucks, chippers, fuel trucks, and water trucks.
- Idaho State Department of Agriculture pesticide license; Commercial Driver's License.
- FAA Commercial Pilot certificate/training; some college.

Bernard Kasvinga

Project Foreman | Axeline Tree Care LLC
Eastern Idaho

SUMMARY

Crew leader and ground-operations foreman with chainsaw, land-clearing, wood-chipper, and equipment experience. Proposed on-site Project Foreman responsible for daily field operations and crew direction.

EXPERIENCE

- Axeline Tree Care LLC, July 2026-Present - crew leadership, chainsaw work, equipment operation, debris loading/removal, hauling, and ground operations.
- 2026 VIPR wood-chipper work with Axeline Tree Care LLC.
- Approximately six years of chainsaw experience developed through land clearing on his grandfather's farm in Africa.

EQUIPMENT / TRAINING

- Excavator, skid steer, stump grinder, and wood chipper operation.
- CPR and First Aid training.
- Some college education.

City of Pocatello Community Wildfire Defense Grant (CWDG)
Hazardous Fuel Treatment 2026-2029

INSTRUCTIONS: FILL IN ONLY UNIT PRICES. TOTAL AMOUNTS WILL BE AUTOMATICALLY CALCULATED

PLEASE PROVIDE A HARD COPY OF THIS PRICE SHEET AS WELL AS AN EXCEL AND/OR ADOBE PDF ELECTRONIC VERSION WITH SUBMITTAL

e1ac42771bea7

UNIT 1 EAST BENCH LARGE/PUBLIC PARCELS

C/W/DG Treatment Areas - East Bench Parcel's - 7 Acres

This unit is composed of primarily public or large private parcels located along the east beach of Pocatello. See map A and map viewer to view a map of the proposed conditions.

ITEM #		QUANTITY	TONS	UNIT PRICE	AMOUNT
1	Miscelation	1	A/C	\$1,250.00	
2	Mechanical Cutting - Log and Pole	1	A/C	\$1,750.00	
3	Handcutting Log and Pole			\$1,750.00	
4	Handcutting and Haul	1	A/C	\$1,250.00	\$0.00
5	Material Disposal - Chip and Broodcast	1	A/C	\$4,750.00	\$0.00
6	Material Disposal - Chip and Haul	1	Tons	\$550.00	\$0.00
7	Sprout & Shrub Treatment with Herbicide	1	Tons	\$750.00	\$0.00
8	Re-seeding	1	A/C	\$500.00	\$0.00
9	Signage and Traffic Control	1	N/A	\$750.00	\$0.00
10	Mobilization	1	N/A	\$550.00	\$0.00
11	Brew Management Practices	1	N/A	\$2,750.00	\$0.00
				\$850.00	\$0.00
				\$0.00	\$0.00

UNIT 2 EAST BENCH PRIVATE PARCELS

CWDC Treatment Areas - East Bench Parcels - 5 acres

Unit 2 is composed of privately owned parcels located on the East Bench of Pocahontas in the Sanerfield and Highland area. See map B and map viewer to view a map of the proposed conditions.

TABLE	DESCRIPTION	UNIT PRICE	QTY	AMOUNT
1	Classification			
4	Harvesting and Haul	1	AC	\$1,600.00
5	Material Disposal - Chip and Broadcast	1	AC	\$6,250.00
6	Material Disposal - Chip and Haul	1	Tons	\$650.00
7	Stump & Snub Treasings with Herbicide	1	Tons	\$850.00
9	Spraying and Traffic Control	1	AC	\$600.00
10	Mobilization	1	N/A	\$1,050.00
11	Best Management Practices	1	N/A	\$2,250.00
		1	N/A	\$950.00

UNIT 3 WEST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas West Bench

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See map #C and map viewer to view a map of the proposed conditions.

ITEM#	DESCRIPTION	QUANTITY	BOOM	UNIT PRICE	TOTAL \$
1	Mastication	1			
2	Mechanical Cutting - Lap and Wile	1	AC	\$1,250.00	\$1,250.00
3	Handcutting Lap and Pile	1	AC	\$1,750.00	\$1,750.00
4	Handcutting and Haul	1	AC	\$3,250.00	\$0.00
5	Material Disposal - Chip and Broadcast	1	AC	\$1,750.00	\$0.00
6	Material Disposal - Chip and Haul	1	Trucks	\$550.00	\$0.00
7	Stump & Shrub Treatment with Herbicide	1	Trucks	\$750.00	\$0.00
8	Site-seeding	1	AC	\$500.00	\$0.00
9	Stumpage and Timber Control	1	AC	\$750.00	\$0.00
10	Stabilization	1	N/A	\$0.00	\$0.00
11	Best Management Practices	1	N/A	\$2,750.00	\$0.00
					\$0.00

UNIT 4 WEST BENCH PRIVATE PARCELS

CWDG Treatment Area Johnny Creek

Unit 4 is composed of privately owned parcels located on the West Bench of Pocahontas in the Johnny Creek area. See map D and map viewer to view a map of the proposed conditions:

HS#	Activity	QTY	UNIT	PRICE	TOTAL
1	Miscellaneous				
1	Handcutting and Haul	1	AC	\$1,600.00	\$1,600.00
5	Material Disposal - Chip and Broadcast	1	AC	\$6,250.00	\$6,250.00
6	Material Disposal - Chip and Haul	1	Tons	\$0.00	\$0.00
7	Stump & Shrub Treatment with Herbicide	1	Tons	\$800.00	\$800.00
8	Re-seeding	1	AC	\$600.00	\$600.00
9	Signage and Traffic Control	1	AC	\$750.00	\$750.00
10	Mobilization	1	N/A	\$1,050.00	\$1,050.00
11	Best Management Practices	1	N/A	\$2,250.00	\$2,250.00
					\$14,000.00

844

ITEM #	B [Location]	C QUANTITY	D UOM	E UNIT PRICE	F AMOUNT
1	Vegetation Removal - Mechanical: Junipers Lop and Pile	1	AC	\$1,750.00	\$1,750.00
2	Vegetation Removal - Mechanical: Junipers Lop and Scatter	1	AC	\$1,750.00	\$1,750.00
3	Vegetation Removal - Mastication: Chip	1	AC	\$1,250.00	\$1,250.00
4	Vegetation Removal - Handcutting: Lop and Piling of Material	1	AC	\$3,250.00	\$3,250.00
5	Vegetation Removal - Handcutting: Lop and Scatter of Materials	1	AC	\$3,250.00	\$3,250.00
6	Vegetation Removal: Sedgebrush and Other Brush	1	AC	\$3,250.00	\$3,250.00
7	Cut, Skid, and Remove Biomass	1	AC	\$4,750.00	\$4,750.00
8	Stump treatment with herbicide	1	AC	\$500.00	\$500.00
9	Shrub treatment with herbicide	1	AC	\$500.00	\$500.00
10	Material Disposal - City owned property	1	TON	\$750.00	\$750.00
11	Material Disposal - Private property	1	TON	\$750.00	\$750.00
12	Re-seeding	1	AC	\$750.00	\$750.00
13	Signage and Traffic Control	1	LS	\$850.00	\$850.00
14	Access Roads and Trails	1	LS	\$850.00	\$850.00
15	Erosion Control	1	LS	\$850.00	\$850.00
16	Soil Tracking and Berming	1	LS	\$850.00	\$850.00
17	Sediment Control and Track Off	1	LS	\$850.00	\$850.00
18	Stormwater	1	LS	\$850.00	\$850.00
19	Mobilization	1	LS	\$2,750.00	\$2,750.00
20	Best Management Practices	1	LS	\$850.00	\$850.00
21				\$-	\$-
22					
23					
24					
25					
26					

Unit of Measurement
Acres
Miles

2/24

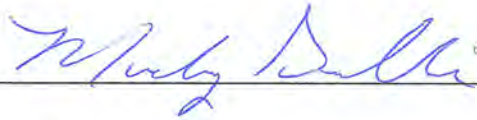
CERTIFICATE OF AUTHORITY

Axeline Tree Care LLC

I, Mackray Sullivan, certify that I am the Owner of Axeline Tree Care LLC, an Idaho limited liability company, and that I am authorized to execute and submit the proposal, certifications, affidavits, price proposal, and related documents on behalf of Axeline Tree Care LLC in response to the City of Pocatello Request for Proposals for Portneuf Valley Wildfire Risk Reduction and Education Program - Hazardous Fuel Treatments.

I further certify that I have authority to bind Axeline Tree Care LLC with respect to this proposal and any resulting agreement executed within my authority.

Authorized Signature: _____



Printed Name: Mackray Sullivan

Title: Owner

Company: Axeline Tree Care LLC

Date: _____

9-21-26

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.

Mackay Sullivan

Signature (blue ink please)

Mackay Sullivan

Printed Name

Owner

Title

9-21-2026

Date

Axeline Tree Care LLC

Company Name

axelinetreecare@gmail.com

Email

792 Trails End

Street

208-534-9915

Phone

Idaho Falls, ID, 83402

City, State, Zip

Fax

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF Idaho)

:ss

COUNTY OF Bannock)

Mackray Sullivan, being first duly sworn, deposes and says that he or she is Axeline Tree Care of owner, the (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

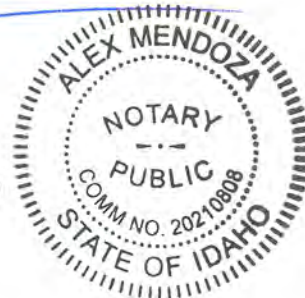
Signed: [Signature]

Title: Notary Public

Subscribed and sworn to before me

This 26th day of September, 2026

(SEAL)



Notary Public in and for the

County of Bannock

State of Idaho

Residing at Pocatello

My Commission expires 02.17.2027

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

**AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.**

STATE OF Idaho)

:SS

COUNTY OF Bannock)

Mackray Sullivan, being first duly sworn, deposes and
says that (Bidder)

he or she is in conformance with Idaho Code 63-15-2;
affiant (is/is not)

states that Mackray Sullivan has paid or secured to the satisfaction
of the (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent
including assessments, excises, and license fees levied by the State of Idaho or any taxing
unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's
business is located.

Dated this 21st day of September, 2026.

Signed: [Signature]

Title: Notary Public

Subscribed and sworn to before me

This 21st day of September, 2026 (SEAL)

Notary Public in and for the

County of Bannock

State of Idaho

Residing at Pocatello

My Commission expires 02.17.2027



Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: All Contractors and Subcontractors

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: 9-21-2026

Signed: Mary Dullin

Title: Owner

DBA: _____

SUBSCRIBED AND SWORN TO before me this 21st day of September, 2026



Notary Public for Idaho
My Commission Expires: 02-17-2027

Exp. 02-17-2027

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 4, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join:

<https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

Addendum # 1:

Administrative/Clerical Changes to RFP language:

1. A form for listing Subcontractors has been added (see Attachment A of this Addendum)
2. The following language changes/clarifications have been added to the RFP language:

Section C. Price Proposal

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number (if applicable) of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the related work under the general Contract. Failure to name Subcontractors as required may render any Bid submitted by the Bidder unresponsive and void.

[illegible]

NOTES TO USER

1. This form must be included for all bids.

M/S

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 15, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

Addendum # 2

Administrative/Clerical Changes to RFP language:

The following changes to the RFP language have been made in red text:

Please see revised Section II. B (page 7)

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page,~~ Certificate of Non-Collusion, Certificate of Tax Compliance, and Certification Regarding Lobbying as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)

I. Vegetation Removal

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
- All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

MS

Exhibits

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit A
Notice of Award

Date: _____

Project Address: _____

Owner (if applicable): City of Pocatello

To Bidder: _____

Name

DBA

Address

Phone #

You are hereby notified that your bid dated _____ for the relevant scope of work has been considered. You are the Successful Bidder and are awarded a Contract for the _____. Your contract will be in the amount of [INSERT BID AMOUNT WRITTEN OUT](\$_____).

Within ____ days of the date you receive this Notice of Award, you must attend a preconstruction meeting and execute all contract documents as scheduled by the Program Manager or other city representative. After contract documents have been fully executed, the City will return to you one copy of the documents.

Funder's Approval: City of Pocatello

Mayor Mark Dahlquist

Printed Name

Signature

Date

Reviewed by City:

Grants Division Manager

Notice Given to Contractor on _____, by ☐ US mail ☐ fax ☒ email ☐ in person ☐ by phone

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit B

PRECONSTRUCTION REPORT

Project Address: _____

I, the undersigned, hereby certify that preconstruction discussions were held prior to the signing of contract documents relating to the above address between the city and myself. I fully understand the procedures to be followed for change orders, requests for payment, and inspections. I understand and agree that the work performed must meet the standards of performance required by the City of Pocatello and the Idaho Department of Parks and Recreation Recreational Trails Program and established by the program specifications, scope of work, and all related contract documents.

Signature of Contractor

Title

Business Name

Date

I, the undersigned, hereby certify that I conducted preconstruction discussions with both the owners and contractor for this site address and fully explained questions/concerns to each party.

Signature of Project Manager

Date

My signature below indicates only that Recreation Trails Program requirements prevail on this project. I further certify that said contractor received an explanation of any additional reporting requirements for the project.

Signature of Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit C

Scope of Work

[Insert call/order scope of work]

Date: _____

Signed: _____

Title: _____

DBA: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit D
CONFIRMATION OF BID/CONTRACTOR'S PROPOSAL

Project Address: _____

Date of Bid Closing Date of this confirmation _____

Property Owner: _____

Contractor acknowledge and confirms that the above listed property has been inspected and, fully understands the work to be completed as described in the scope of work dated _____. The contractor has a clear understanding of other pertinent documents issued as part of the bid package, including the program's general Rehabilitation Specifications, and all applicable local codes. Contractor also agrees that ample opportunity was furnished to verify any unclear portion of said scope.

Contractor agrees to furnish and install all labor, materials, and equipment necessary to accomplish the work, as evidenced in the above referenced documents, on the property shown above for the sum of [INSERT BID PRICE IN WORDS] _____ (\$_____) and hereby understands the Contracts and General Provisions governing this project.

If awarded the Contract, Successful bidders shall have five (5) business days from being notified that they are the apparent low bidder in which to provide evidence of current bonding and licensing, unless otherwise approved by the appropriate City official(s).

The Notice to Proceed will signal when the work will commence and the contractor agrees to complete the work within _____ calendar days after starting the work. If applicable the contractor agrees to follow the following construction schedule by line item:

And that the following subcontractors will be utilized on the job:

Name/ License No. _____

Name/ License No. _____

Name/ License No. _____

Signed: _____

Titled: _____

License No _____ Telephone No. _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit E

Contractor's Non-Collusion Affidavit

Project Address: _____

Being first duly sworn, deposes and says that he/she is _____
(Sole owner, a partner, president, secretary,

etc.)

of _____
Name of Business

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive of sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid nor that anyone shall refrain from bidding; that said bidder has not directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element such as bid price, nor that of any other bidder, not to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract that all statements contained in such bid are true, and, further that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, nor contents thereof, nor divulged information or data relative thereto, nor paid and will not pay a fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Titled: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit F
Certification Regarding Lobbying

Project Address: Upper City Creek Trailhead, Pocatello, ID 83204

Applicable to: **All Contractors and Subcontractors**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an offer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grant, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

DBA: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit G
Change Order

Change Order # _____

Date: _____

Project Address: _____

Property Owner: _____

Contractor: _____

The following is a description of changes hereby requested to the contract documents for the above-identified property.

Attach detailed costs; breakdown of each individual component including all materials and labor.

Base Contract Amount \$ _____

Plus Previously-Approved Change Orders \$ _____

List: _____

Plus Change Order Requested Above \$ _____

Revised Contract Amount \$ _____

New Project Completion Date: _____

Contractor Signature: _____

Owner(s) funds are: ☐ adequate ☐ inadequate for this change order

Grants Administrator

The above changes are:

☐ Approved ☐ Rejected

Project Manager: _____

☐ Approved ☐ Rejected

Grants Manager: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit H-1

Unconditional Lien Waiver For Materials

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents the amount owed TO DATE for materials which I have secured in regard to the above-referenced contract and property. I further acknowledge and understand that I am to provide a paid receipt for this materials advance prior to any progress payments. I hereby waive any and all liens or rights thereto, arising out of the attached materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-2

**Unconditional Lien Waiver and
Acknowledgement of Progress Payment**

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this progress payment and that it represents the amount owed to date for all materials and labor which I have furnished in regard to the above-referenced contract and property. I hereby waive any and all liens or rights thereto, arising out of the above-described materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-3

City of Pocatello
Notice of Completion,
Unconditional Lien Waiver, and
Acknowledgement of Final Payment

Project Address/Legal Description: _____

In consideration for the **final** payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents full satisfaction of monies due and owing for all materials and labor which I have furnished in regard to the above-referenced contract and property. All items as appearing on my original bid, addendums if any, and change orders, if any, have been completed in accordance with the contract, applicable building codes, standards, and ordinances. I hereby waive any and all liens or rights thereto, arising out of the labor or materials provided or furnished to me under the terms of the said contract.

Signature of Contractor

Date

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City Staff Review

Project Manager

Date

EXHIBIT I
FINAL INSPECTION/COMPLETION/ACCEPTANCE

Project Address: _____

DATE OF NOTICE TO PROCEED: _____ DATE OF COMPLETION: _____

Contractor: _____

Name

DBA

Address

Phone No.

Owner Certification of Completion/Acceptance:

- 1) Owner certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Owner hereby accepts the work and by such acceptance waives and releases any and all claims or demands of any kind or character whatsoever that Owner may have against Contractor with the exception of any claim which may result from faulty materials or appliances which fail within the warranty period or faulty workmanship which could not be determined at the time of inspection (latent and/or patent defects), and further does hereby release the Contractor from the Contract in that, based upon Owner's inspection and personal examination of the work in progress and as completed, the contractor has fully performed the terms and conditions of said contracts in a workmanlike manner to the satisfaction of the Owner.
- 3) Owner certifies and covenants that all required building inspections have been fulfilled and final inspections and occupancy have been approved.
- 4) Owner acknowledges receipt of any applicable written manufacturers' warranties from the contractor.
- 5) Owner hereby authorizes final payment in the amount of \$_____ on a total final contract of \$_____ be released to the contractor under the terms and conditions of the Agreement between the Owner and Contractor.

Owner(s) Approval: _____

Printed Name

Signature

Printed Name

Signature

Date: _____

Contractor Certification:

- 1) Contractor certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Contractor hereby certifies that the materials, equipment, and appliances provided for the project were new materials (unless specifically identified within the contract), installed in full compliance with all applicable regulations and manufacturers' recommendations.
- 3) Contractor hereby certifies that the work has been completed in accordance with the construction contract and request that final payment (in the amount shown in 5 above) be made and released under the terms and conditions of the Agreement Between Owner and Contractor, which when paid, will be in full satisfaction of monies due and owing under the Contract.
- 4) Contractor hereby guarantees the work performed for a period of one year and certifies that the homeowner has been provided with the original manufacturers' written warranties, where applicable.

Contractor Signature/Title

Date

Project Manager Certification:

The work on the property listed above was performed in accordance with the Scope of Work, Confirmation of Bid/Proposal, and the contract documents for this rehabilitation project. All applicable Building Department inspections have been completed and approved for occupancy. All guarantees and warranties begin as of the completion date indicated at the top of this document.

Project Manager

Date

Grant Administrator Acknowledgement:

The owner(s), contractor(s), and project manager have acknowledged to me the significance of this Notice and I hereby approve this document.

Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit J
Payment Request #_____

City of Pocatello
Planning and Development Services
911 N. 7th Ave, P.O. Box 4169
Pocatello, ID 83205-4169

Date:_____

☐ **Advance**

(Requires Materials List from Vendor with the property Address)

☐ **Progress**

(Paid receipt for materials advance to be attached to first progress payment)

☐ **Final**

(Requires Completed Exhibit L Form)

Project Address: _____

Property Owner: _____

Contractor: _____

CONTRACTOR'S REQUEST FOR PAYMENT: Request is hereby made for payment in connection with the executed contract, as shown below and in the attached Progress/ Inspection Report:

1. Original Contract Amount \$ _____
2. Total Approved Changed Orders \$ _____
 - A. _____
 - B. _____
3. Revised Contract Amount. \$ _____
(Line 1 + Line 2)
4. Previous Payments to Date \$ _____
5. Currently Available Funding \$ _____
(Line 3 – Line 4)
6. Current Payment Request \$ _____
(see attached spreadsheet)
7. Balance of Available Funds Remaining \$ _____

Vendor #	Date
Account #	
Project #	
Amount \$	
Dept. Approval	
Budget Approval	
Group #	Trans #

I hereby certify the foregoing request is just and correct; that the amount claimed is legally due after allowing all just credits, adjustments, and change orders; and that no part of the amount on Line 7 has been previously paid.

Contractor's Signature/Title

Business Name

Project Manager Signature

Grants Division Manager

Castle Peak

CONTRACT

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

This Contract is by and between City of Pocatello (Owner) and
Castle Peak Contracting, LLC (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Attachment B - Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.
 2. This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along the CWDG Project Area Wildland Urban Interface (WUI) priority areas by removing junipers on City-owned and private property.
 3. The City seeks qualified contractor(s) to conduct the hazardous fuel treatments in accordance with Attachment A – Master Treatment Specifications, including vegetation removal and material disposal, for specific project sites to be designated by Calls/Orders.
 4. This contract establishes an agreement with a qualified contractor that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products or work orders are to

2020 ISPMC 00522

Modified from EJCD® C-522, Contract for Construction of a Small Project.

Copyright © 2016 National Society of Professional Project Managers, American Council of Project Managing Companies,
and American Society of Civil Project Managers. All rights reserved. Page 1 of 19

be provided by the Contractor and coordinated with the Owner and Project Manager. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Project Manager. Project Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Project Manager will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Project Manager or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract
 - 2. Attachment A – Master Treatment Specifications
 - 3. Attachment B – Project Area Maps
 - 4. Attachment C - RFP
 - 5. Attachment D - Contractor Submission to Request for Proposals
 - 6. The following Exhibits which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Exhibit A – Notice of Award
 - b. Exhibit B – Preconstruction Report
 - c. Exhibit C – Call/Order Scope of Work and General Hazard Fuel Reduction Prescription
 - d. Exhibit D – Confirmation of Bid
 - e. Exhibit E – Non-Collusion Affidavit
 - f. Exhibit F – Certification Regarding Lobbying
 - g. Exhibit G – Change Order
 - h. Exhibit H-1 – Materials Lien Waiver
 - i. Exhibit H-2 – Lien Waiver
 - j. Exhibit H-3 – Final Lien Waiver
 - k. Exhibit I – Final Inspection
 - l. Exhibit J – Pay Request Change Orders

- B. Federal Provisions – The following federal provisions are incorporated by reference:
1. Federal Financial Assistance Award of Domestic Grant 26-DG-11040613-604 between City of Pocatello and the USDA, Forest Service (Community Wildfire Defense Grant Portneuf Valley Wildfire Risk Grant Agreement)
 2. US Forest Service General Terms & Conditions including Forest Service Federal Financial Assistance General Terms and Conditions and USDA General Terms and Conditions
 3. Subparts A through F of 2 CFR Part 200
 4. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

ARTICLE 3 - PROJECT MANAGER

3.01 Project Manager

- A. The Project Manager for this Project is **the City of Pocatello and their designee(s), including:**

Designee(s):

Charles Samson III
csamsoniii@gmail.com
208-317-5017
High Country RC&D, Inc.

Charity Staggs
landpartners@sicog.org
208-233-4535
Southeast Idaho Council of Governments

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Contract term shall be three years beginning on the effective date of this contract through November 30, 2029 with a mutually executable option to extend for 1 year.
- B. Specific completion dates for individual Calls/Orders will be included in the Call/Order Scope of Work and agreed on by the Contractor upon award of that Call/Order.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Project Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Project Manager for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Project Manager.
- B. The Contractor shall update and submit the progress schedule to the Project Manager each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents base unit prices included in the Contractors response to the RFP Schedule of Items:

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be included in the site specific Call/Order.

- B. Changes to Contract Price
 - 1. Annual Review of Unit Prices – Prices shall remain fixed and firm for the initial 12 months of the agreement. Following the initial period, the Contractor may request a price adjustment. Price adjustments must be presented at least 30 days prior to the effective date of the adjustment and include supporting justification for the adjustment.
 - 2. Adjustment of Base Unit Price outside of Annual Review - Contractors provided base unit prices in their RFP submission that will be the prevailing basis for bids for specific Calls/Orders. In the event the Call/Order requires the Contractor to update their base bid pricing outside of the Annual Review of Pricing as described in 5.01.B.1., the Contractor shall provide the revised unit pricing with supporting justification, including but not limited to documented manufacture price increases, regulatory changes, and labor/material fluctuations.

ARTICLE 6 - BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

6.01 Bonds

A. Before starting Work for any service valued at \$50,000 or greater, Contractor shall furnish a performance bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>\$1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u></u>
Bodily Injury/Disease Aggregate	\$ <u></u>

- b. Commercial General Liability:

General Aggregate	\$ <u>\$1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>\$2,000,000</u>
Personal and Advertising Injury	\$ <u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>\$1,000,000</u>

- c. Automobile Liability herein:

NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.

Bodily Injury:	
Each Person	\$ <u></u>
Each Accident	\$ <u></u>

Property Damage:

Each Accident \$ _____

Combined Single Limit of: \$ \$1,000,000

d. Excess or Umbrella Liability:

Per Occurrence \$ \$1,000,000

General Aggregate \$ \$2,000,000

e. Contractor's Pollution Liability:

Each Occurrence \$ _____

General Aggregate \$ _____

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Project Manager and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Project Managers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Project Manager except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall maintain a Class B license with the City of Pocatello prior to starting work.
- C. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Project Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.07 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Project Manager upon completion of the Work.

7.08 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Project Manager and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
 - D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
 - E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Project Manager determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.09 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Project Manager specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Project Manager will provide timely review of shop drawings and samples.
- E. Project Manager's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Project Manager's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Project Manager and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals.
- H. Shop drawings are not Contract Documents.

7.10 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Project Manager and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.11 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.12 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Project Managers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Project Manager.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION

9.01 Project Manager's Status

- A. Project Manager will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Project Manager as Owner's representative during construction are set forth in this Contract.
- B. Neither Project Manager's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Project Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Project Manager, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Project Manager to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Project Manager will make visits to the Site at intervals appropriate to the various stages of construction. Project Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Project Manager has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Project Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Project Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Project Manager's decision, subject to the need for Project Manager's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other Project Management or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Project Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Project Manager will promptly:
 1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Project Manager's findings, conclusions, and recommendations.
- C. After receipt of Project Manager's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Project Manager's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Manager promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Project Manager will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Manager, Contractor shall, if requested by Project Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Project Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Project Manager has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to

Project Manager. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Project Manager, no more frequently than monthly, to Project Manager. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Project Manager will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Project Manager will recommend reductions in payment (set-offs) which, in the opinion of the Project Manager, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.05 Substantial Completion

- A. The Contractor shall notify Owner and Project Manager in writing that the Work is substantially complete and request the Project Manager issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Project Manager an initial draft of punch list items to be completed or corrected before final payment.
- B. Project Manager will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Project Manager does not consider the Work substantially complete, Project Manager will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Project Manager considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Project Manager will deliver to Owner a

certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Project Manager will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Project Manager's written recommendation of final payment.

14.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Project Manager. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in

the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Project Manager, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Israel Boycott

- A. Pursuant to Idaho Code §67-2346 (2), Contractor hereby certifies that is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel or territories under its control.

17.08 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.09 Designated Representatives

CONTRACTOR

Castle Peak Contracting, LLC
Drew Hartley
202 W. Croy St.
Hailey, Idaho 83333

OWNER

City of Pocatello
Mayor Mark Dahlquist
911 N. 7th Ave
Pocatello, ID 83201

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on November 5, 2026 (which is the Effective Date of the Contract).

OWNER:

City of Pocatello

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

CONTRACTOR:

Castle Peak Contracting, LLC

Drew Hartley

By: _____

Title: Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

202 W. Croy St.

Hailey, Idaho 83333

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

ATTACHMENT A

MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders. Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80%~~

~~of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~

- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
 - ~~▪ If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
 - ~~▪ In some areas material can be dragged to where mastication or mulching machinery can reach it.~~
- D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.
- E. Sagebrush, other brush, and noxious/invasive weeds
- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
 - All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
 - All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
 - Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 - 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre

(density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.

2. Do not leave trees within 100' of structures.
3. All trees under power lines or identified utilities shall be cleared
4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.

iii. Limbing of remaining trees.

1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 1. Do not leave trees within 100' of structures.
 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City to account for needed clearance.
 3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow-the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing

appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.

- Contractor shall provide a traffic control plan as requested per call/order

- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.
- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
- H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

V. Seasonality, Hours, and Days of Operation:

- A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
- B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
- C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.

VI. Location of Project Areas:

- A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.

VII. Project Boundary Marking:

- A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.

VIII. Notification of Cessation or Restart of work:

- A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.

IX. Personnel Requirements:

- A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
- B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.

1. LICENSING, INSURANCE AND BONDING REQUIREMENTS

- I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
- II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
- III. Contractor shall maintain a license with the City of Pocatello.
- IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
- V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

2. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

3. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

4. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

5. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

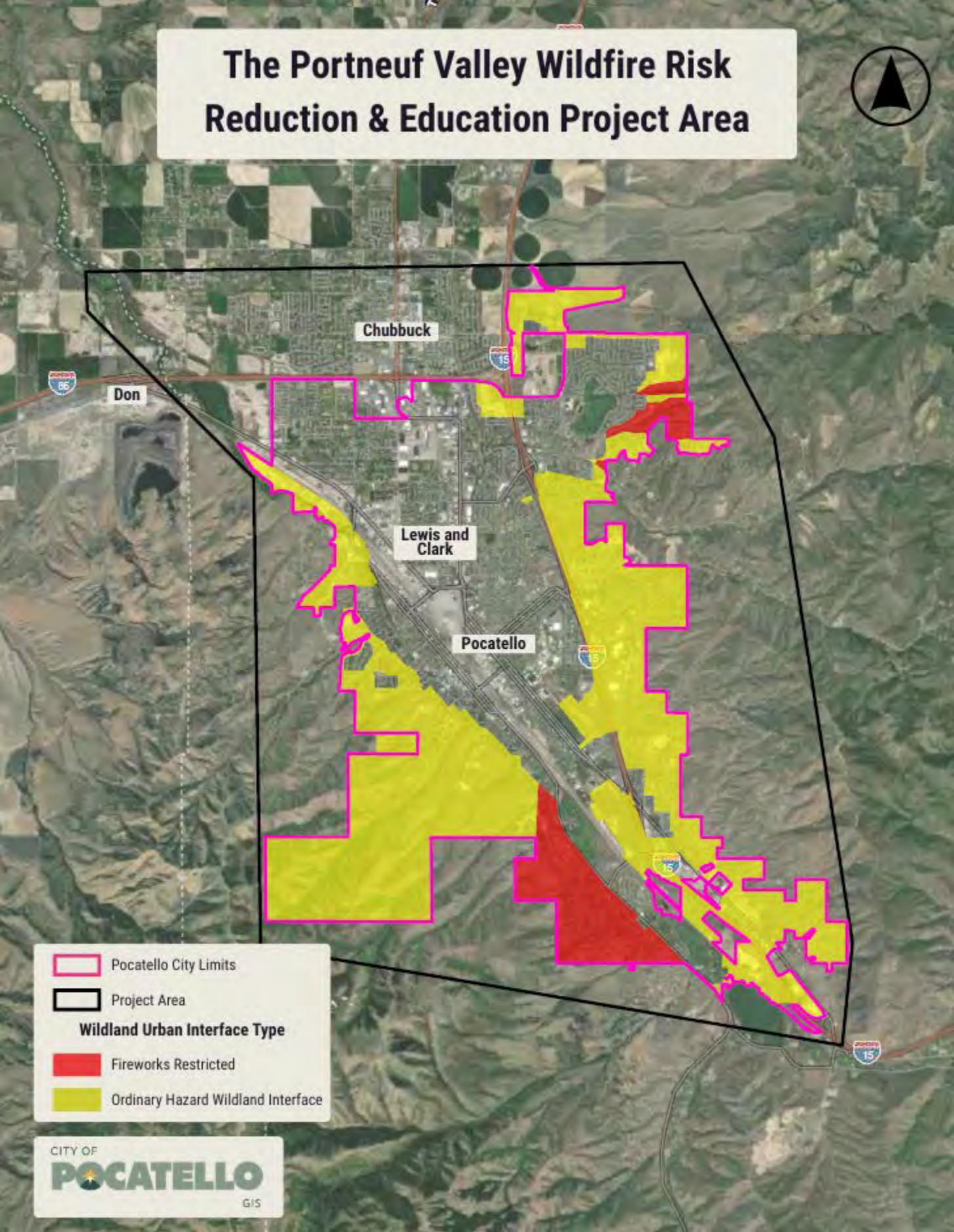
Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Attachment B - Project Area Maps

The Portneuf Valley Wildfire Risk Reduction & Education Project Area



Pocatello City Limits



Project Area

Wildland Urban Interface Type

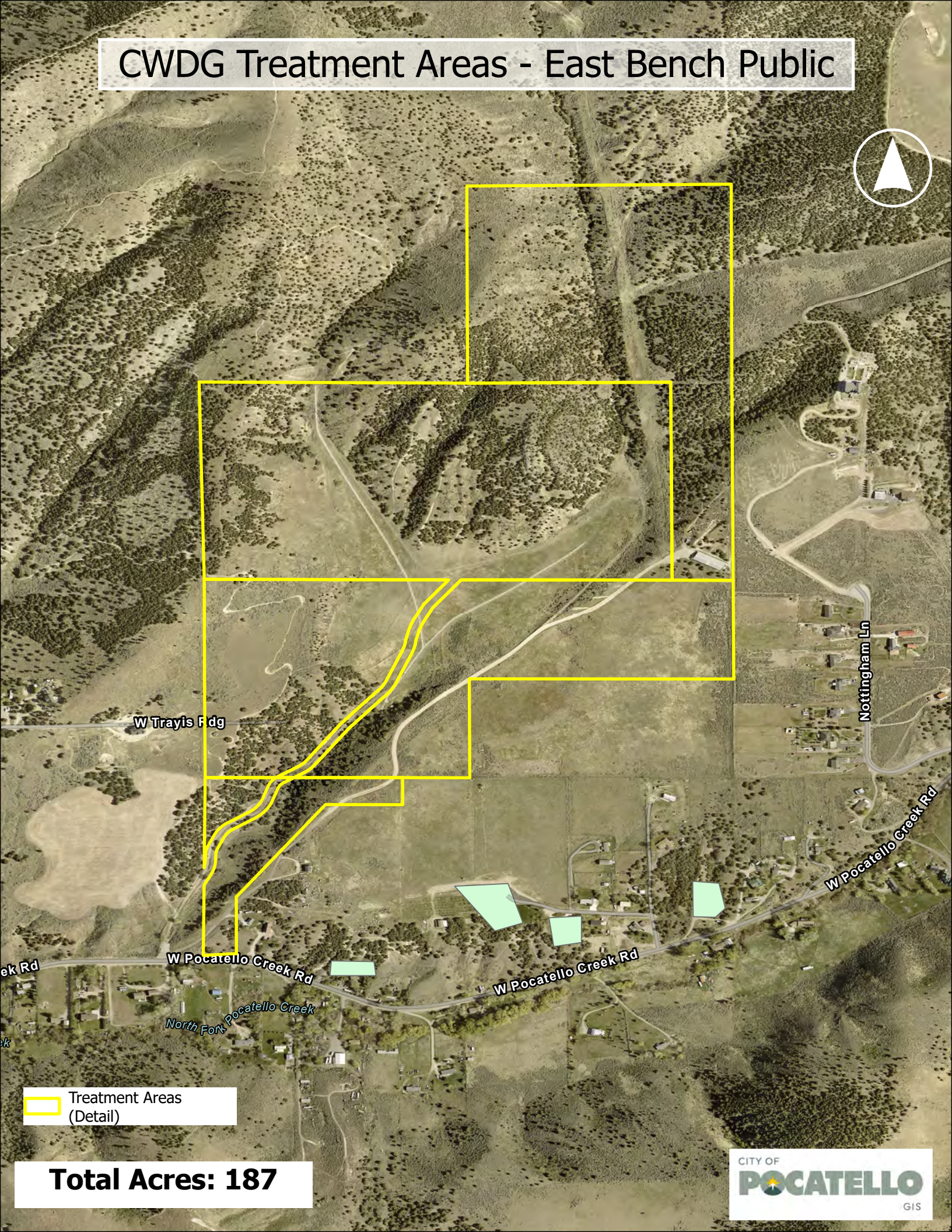


Fireworks Restricted



Ordinary Hazard Wildland Interface

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

Total Acres: 136

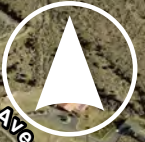
CWDG Treatment Areas - West Bench



 Treatment Areas
(Detail)

Total Acres: 157

CWDG Treatment Areas - Johnny Creek



 Treatment Areas
(Detail)

Total Acres: 46

Attachment C

Request for Proposals:

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments



REQUEST FOR PROPOSALS

Hazardous Fuel Treatments

Project Title: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Due: September 25, 2026 at 3:00PM MT

Awarding Authority: The City of Pocatello

Contact:

Christine Howe
911 N. 7th Ave
Pocatello, ID 83201
208-234-6186
chowe@pocatello.gov

Date Issued: August 25, 2026 after 8AM

CITY OF POCATELLO
REQUEST FOR PROPOSALS (RFP) – Portneuf Valley Wildfire Risk Reduction and Education Program
Hazardous Fuel Treatments

Section I. Introduction

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

The City, a municipal corporation located in Southeast, Idaho, is issuing this Request for Proposals (“RFP”) and anticipates selecting contractors that have experience working in a local government setting and have familiarity with Federal regulations. Only the firms responding to the RFP will be considered. The City will evaluate responses to select qualified firms and enter into contract for a three-year period with options of two (2) one-year extensions through mutual consent between the City and selected contractors.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

1. **The technical proposal shall address specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Schedule/Availability.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
2. **The price proposal shall provide pricing for ALL Items in the Schedule of Items.** Quotes should be specific to the project area and based on the hypothetical scenario as described on page 17 of the solicitation (Description of Conditions) and hypothetical, technical specifications of Appendix A. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
3. **Fill out and include the required representations and certifications (Appendices A through D) that are included in the solicitation.**

Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls/orders submitted for future specific projects.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Calls/Orders for specific projects will be emailed to only the contractors awarded under this BPA. All contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

This solicitation is being conducted in accordance with the provisions of Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions), the City of Pocatello Purchasing Policies, and Code of Federal Regulations 2 CFR 200. Those provisions are hereby incorporated by reference into this RFP. All contracts must be strictly awarded in accordance with the requirements of the RFP. Section 3, disadvantaged business enterprises, minority owned businesses, and women owned businesses are especially encouraged to apply. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective Respondents who received copies of the original request.

Proposal Due Date: September 25, 2026 at 3:00 PM MT

RFP Name: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

RFP Availability: <https://pocatello.gov/Bids.aspx>

Return RFPs to: City of Pocatello
Attn: Christine Howe – Grants Division
911 N. 7th Avenue
Pocatello, ID 83201

Any questions pertaining to the scope of services in this solicitation should be submitted in writing. All answers will be in the form of an addendum and sent to registered Respondents. All questions must be submitted in writing no later than 5:00 PM MT on June 1, 2026 to Christine Howe, Grants Manager via email at chowe@pocatello.gov.

Please read this entire document before responding or submitting questions. Thank you for your interest.

RFP Issuance	August 25, 2026
RFP Virtual Instructional Meeting	September 10, 2026 at 3:00PM MT
Questions Deadline	September 14, 2026 at 5:00PM MT
Proposals Due	September 25, 2026 at 3:00PM MT
Anticipated Selection	Week of September 28, 2026
Anticipated Contract Start	November 5, 2026

Section II

I. Instructions & Submission Requirements

A. Instructions

1. Instructions for Submitting a Proposal

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

- 1. The technical proposal shall address four specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Benefit to Local Community.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
- 2. The price proposal shall provide pricing for ALL Items in the Schedule of Items (provided as Attachment A).** Quotes should be specific to the project area and based on the hypothetical scenario as described in Section V. C. of the solicitation. Pricing is required for ALL items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Call/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
- 3. Fill out and include the required representations and certifications (Appendix A through D) that are included in the proposal package.**

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls submitted for future specific projects.

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA. All Contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

If you have questions regarding the solicitation package or issues accessing the solicitation documents on <https://pocatello.gov/Bids.aspx>, please contact Christine Howe at chowe@pocatello.gov.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join: <https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

2. Place for Submission

Proposals are to be submitted by mail or in person to Pocatello City Hall, Attn: Planning and Development Services, 911 N. 7th Avenue, Pocatello, ID 83201 by 3:00PM MT on September 25, 2026. Proposals will be considered on time if received by the Submission Deadline using the time on the clock located in the City of Pocatello's Planning and Development Services Department at City Hall. Postmarks will not be considered. E-mail submissions will not be accepted. The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. If, at the time that proposals are due, City Hall is closed due to uncontrolled events, proposals will be accepted until 3:00PM MT on the next day that City Hall is open. No individual extensions of this deadline will be granted. Late proposals will be deemed "non-responsive" and will not be opened. They may be picked up by the Respondent if so desired.

3. Idaho Code

Attention of all Respondents is directed to Title 67, Chapter 28 of the Idaho Statutes governing transactions involving requests for proposals, and to all other applicable sections of the Idaho Code as most recently amended which govern the award of this contract.

4. Disclosure of Information

Submission of a proposal shall be deemed acknowledgement that the Respondent is familiar with the Idaho Public Records Law, Idaho Code §74, and is bound thereby. Disclosure of any information provided by a Respondent in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to Idaho Code §74. To review copies of proposals after contracts have been awarded, contact the RFP contact person identified in this RFP or submit a written request in compliance with the Idaho Public Record Law using the City of Pocatello Public Records Request Portal, available at: <https://pocatello.gov/251/Records-Requests>.

Date Issued: August 25, 2026 after 8AM

5. Reservation of Right

The City of Pocatello may cancel this Request for Proposals or may reject in whole or in part any and all responses or proposals when it is determined that said cancellation or rejection serves the best interests of the City. The City reserves the right to reject any or all proposals after determining if each response is responsive and responsible.

6. Non-Collusion

It is understood that the Respondent has submitted the proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion, Appendix B. Respondents are required to complete this form. Failure to do so will result in a rejection of the proposal.

7. Cost of Proposal

All costs involved in preparing the proposal will be borne by the Respondent. The City or any Department, Division, employee or section of the City will not be liable for any costs associated with the creation of the proposal.

8. Incomplete or Conditional Proposals

Proposals, which are incomplete, conditional or obscure, may be rejected. No award will be made to any Respondent who cannot satisfy the awarding authority that they have sufficient ability and sufficient capital to enable them to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive, and binding.

B. Submission Requirements

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and **MUST** mirror paper versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.
3. Failure to submit proposals in the format described herein may result in the rejection of the proposal.
4. The contract is scheduled to be awarded within sixty (60) days of this proposal opening. This RFP as well as the successful Respondent's proposal will become part of the contract.
5. By submitting a signed proposal, the proposer acknowledges and agrees to the City of Pocatello's "Terms and Conditions" contained in Section III: Terms and Conditions.
6. If any changes are made to this RFP, an addendum will be distributed to all Respondents who have received the RFP and posted on the City bid page.
7. A Respondent may correct, modify, or withdraw a proposal by written notice if received by the City prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

envelope clearly labeled "Modification No. _." Each modification must be numbered in sequence and must reference the original RFP. After the proposal opening, a Respondent may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Respondent will be allowed to correct them. If a mistake and the intended correct wording are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct meaning. A Respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording is not similarly evident.

8. Individuals are encouraged to submit proposals; individuals who submit proposals will not be subject to requirements that are only applicable to businesses such as authorized signatory and financial stability certifications. However, individuals will still be required to fill out those applicable portions of the required forms.
9. Proposal prices must remain firm for 90 days after the proposal opening.
10. **Proposals must also include the signed** Price Proposal page, Certificate of Authority page, Certificate of Non-Collusion, Certificate of Tax Compliance, as provided in this RFP. See Appendices for additional details.
11. All proposals must be signed by appropriate, authorized individual or individuals, e.g. if the Respondent is a partnership, by the name of the partnership, with the signature of each general partner. If the Respondent is a corporation, it must be signed by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed, or appropriate certificate of authorization.
12. Written addenda issued by the City will be posted on the City bid page and e-mailed as necessary to all parties that the City is aware have requested documents using the contact information provided to the City. A copy of any addendum as may be issued will be on file with the City. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Respondent should contact Christine Howe via e-mail or phone, if they believe an addendum has not been received. A copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent.
13. The City of Pocatello is the awarding entity that will sign the contract and to whom invoices will be submitted/received and by whom the Respondent will be paid/submit payment.
14. All proposals will be reviewed by the Evaluation committee. A recommendation will be made by the Evaluation Committee to accept the proposal which is in the best interest of the City. The consideration of all proposals and subsequent selection of a successful Respondent shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin. The recommendation will be based on the evaluation criteria (Section V).
15. Failure to complete the enclosed forms, answer any questions, or provide the required documentation will result in the proposal being deemed non-responsive and the rejection of the proposal, unless the City determines that such failure constitutes a minor informality.

Section III. Terms & Conditions

1. General Terms and Conditions

The process of selecting organizations to provide consultation services for the City's benefit requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made as well as compliance with Federal procurement standards outlined in 2 CFR 200 for the implementation portion of this proposal and subsequent successful grant applications.

The City reserves the right to accept or reject all proposals or portions thereof without stated cause. The City reserves the right to re-issue any RFP or cancel the RFP if none of the proposals are deemed satisfactory to the City. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The City may also elect to reject all proposals and re-issue a new RFP.

Clarification of proposals: The City reserves the right to obtain clarification of any point in a Proposer's proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within two business days. The City is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Proposer.

2. Conflict of Interest

By the submission of a proposal, the Proposer agrees to ensure that, at the time of contracting, the Proposer will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Proposer's obligations under the Agreement. The Proposer shall further covenant that, in the performance of the Agreement, the Proposer shall not employ any person, or subcontract with any entity, having any such known interest.

3. Public Information

Information supplied by the Proposer to the City may be subject to the Idaho Public Records Law. Such information shall become public unless it falls within one of the exceptions in the statute, such as security information, trade secret information, or labor relations information. If the Proposer believes any information which is not public will be supplied in response to this RFP, the vendor shall take reasonable steps to identify for the City what data, if any, it believes falls within the exceptions. If the proposal data is not marked in such a way as to identify non-public data, the City will treat the information as public and release it upon request. In addition, the City reserves the right to make the final determination of whether data identified by the proposer as not public falls within the exceptions within the statute.

4. Equal Employment Opportunity

The Proposer agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference,

**City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments**

Date Issued: August 25, 2026 after 8AM

disability, or age. When required by law or requested by the City, the Proposer shall furnish a written affirmative action plan.

Section IV. Project Overview and Scope of Work

1. PROJECT OVERVIEW

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.

In some areas, the junipers within the project boundaries are extremely dense and/or on very steep terrain, exacerbating the fire danger for upslope homes. Removing these species will reduce risk by reducing available fuels and flame lengths if a fire does burn through the area.

2. PURPOSE

This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along Pocatello's east and west bench priority areas by removing junipers on City-owned and private property.

The City seeks qualified contractor(s) to conduct the following treatments, including vegetation removal and material disposal. The City is issuing this Blanket Purchase Agreement to establish a list of qualified contractors that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

Contractors shall provide bid pricing based on the treatment specifications included in this solicitation.

3. MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders.

Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

Date Issued: August 25, 2026 after 8AM

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80% of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~
- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
- ~~• If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
- ~~• In some areas material can be dragged to where mastication or mulching machinery can reach it.~~

D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with stumps treated with herbicide within 5 minutes of cutting.
- All Siberian Pea shrub within treatment area shall be removed, with stumps sprayed with herbicide within 5 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

Date Issued: August 25, 2026 after 8AM

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 - 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.
 - 2. Do not leave trees within 100' of structures.
 - 3. All trees under power lines or identified utilities shall be cleared
 - 4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
 - 5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.
- iii. Limbing of remaining trees.
 - 1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 - 1. Do not leave trees within 100' of structures.
 - 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite

spacing requirements as determined by City to account for needed clearance.

3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.
 - Contractor shall provide a traffic control plan as requested per call/order
- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.

Date Issued: August 25, 2026 after 8AM

- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
 - H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.
- V. Seasonality, Hours, and Days of Operation:**
 - A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
 - B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
 - C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.
- VI. Location of Project Areas:**
 - A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.
- VII. Project Boundary Marking:**
 - A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.
- VIII. Notification of Cessation or Restart of work:**
 - A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.
- IX. Personnel Requirements:**
 - A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
 - B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.
- 4. LICENSING, INSURANCE AND BONDING REQUIREMENTS**
 - I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
 - II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
 - III. Contractor shall maintain a license with the City of Pocatello.
 - IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
 - V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

5. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

6. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

7. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

8. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Section V. Technical Proposal and Price Proposal Submission Requirements

A. Selection Process

1. Only those Respondents who submit all forms and materials as required will be considered responsive.
2. The City has determined that the selection of contractors for these services requires comparative judgement of factors (evaluation criteria) to determine qualifications. The proposals will be evaluated to determine the technical qualifications of the contractors and the unit prices provided.
3. Only those contractors deemed responsive will be awarded A responsive proposal is one that meets the minimum submission requirements and is rated at least 50% for each evaluation criteria item included in the RFP.
4. Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.
5. Multiple awards may result from this procurement.

B. Technical Proposal Requirements

Proposal shall be a maximum of 10 pages, not including any attached resumes or required forms. No font may be smaller than 11 point for body text or smaller than 9 point for other text. Page numbers are given for 8.5"x11" sheets. Any pages in excess of the 10-page limit will not be included in the review. The proposal shall address the following components:

1. Introductory Cover Letter (recommend 1 page)
2. Team and Key Personnel Qualifications (recommend 2-3 pages)
 - Describe the project team including name and office location of key personnel including any subcontractors and their experience and familiarity working in the Pocatello Area or other similar geographic location on hazardous fuel treatment projects.
 - o Identify the project manager who will be responsible for this project. List the project manager's relevant experience and similar work.
 - o Identify the project foreman who will be responsible for the on-the-ground crews and daily operations
 - o Describe the key personnel's proposed roles and responsibilities on this project
 - Include relevant experience or knowledge of the Team members/Personnel with conducting similar work.
 - Proposal should include a resume for each team member in an appendix. As noted, the appended resumes will not be counted toward the page limit.
3. Equipment (2-3 pages)
 - Describe the equipment that will be used for each treatment method including:
 - i. Mechanical mastication
 - ii. Mechanical lop pile/lop and scatter
 - iii. Handcutting
 - iv. Material disposal – chipping/mulching and removal
 - v. Chemical treatment

Date Issued: August 25, 2026 after 8AM

- Equipment descriptions should be sufficient to ensure treatment specifications can be met ie – stump height, chipping, size of masticated material, composition of chemicals used to treat, etc.)
- 4. Relevant Past Performance (2-3 pages)
 - Provide at least two examples of previous similar work in communities comparable to Pocatello and other Idaho communities that demonstrate experience working in similar terrain, geographies, climates, and other factors that influence the treatment methodology and assessment. The examples shall include location, project type, status, and a brief description of project scope & status.
 - Provide a minimum of three references, including: 1) company name 2) contact name 3) phone number 4) email address 5) name of project or contract
- 5. Timeline Schedule (recommend 1 page)
 - Provide a detailed typical project schedule including major milestones and deliverables for a call/order for the proposed treatment scenario included in this RFP
 - This should include number of days for mobilization, typical days for mastication/handwork,

C. Price Proposal

Bid pricing should be specific to the project area and based on the hypothetical scenarios (Description of Conditions) and hypothetical, technical specifications. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are the base price rates (“shelf rates”) that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task for that specific calls/order.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor bids for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the bids on individual BPA Calls/Orders submitted for future specific projects. Bids should be reflective of the Treatment Specifications required for the work as provided in Section IV of this RFP.

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than XX degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Unit 1 East Bench

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 2 East Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Item 15 – Mobilization
- Item 16– Best management practices

Unit 3 West Bench

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 4 West Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Piece size shall be no longer than XX”

Date Issued: August 25, 2026 after 8AM

- Masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site. See Items 10 and 11 for Specifications for Material Disposal.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using other treatment method (Items 4, 5, 6, 7, 8).

Item 2: Mechanical Cutting Lop & Pile

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
3. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
4. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
5. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
6. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
7. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.
8. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
9. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 3: Hand Cutting Lop & Pile

1. Where mechanical Lop & Pile is infeasible on slopes of 30 degrees or greater, hand cutting lop and pile will be used.
2. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
6. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
7. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
8. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.

Date Issued: August 25, 2026 after 8AM

9. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
10. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of XX degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Item 5: Chip & Broadcast

- Mechanically process (chip) all designated live/dead trees
- Contractor shall practice due diligence to ensure chipping will achieve the smallest piece size feasible, as well as uniformity in piece size.
- Chipped material shall be broadcast or spread to a depth of no more than six inches (6"). Excess chips must be removed off-site. See Item 8.

Item 6: Chip & Haul

- Mechanically process (chip) all designated live/dead trees
- Haul any chipped material in excess of the six inch (6") depth spread.
- Excess chips must be removed off-site

Item 7: Stump & Shrub Treatment with Herbicide

1. Will work with City to determine type/mix of herbicide chemical treatment needed for project area
2. Apply herbicide to shrub within 10 minutes of cutting
3. Application method may include low-pressure backpack or handheld sprayer

Item 8: Re-Seeding (acres)

1. Reseed with native seed mix similar to what is growing at site
2. Seeding to occur in winter/spring, not during dry conditions
3. Limit to city-owned property.
4. Re-seeding can be done by drill seeding, hydroseeding or by hand depending on terrain and site conditions

Item 9: Signage and Traffic Control

1. The Contractor shall provide signage on all public roads/public access points warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.

Date Issued: August 25, 2026 after 8AM

2. Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
3. Smaller signs may be used on non-paved roads/access trails. Many areas may be traveled by the public for recreation purposes. The City will issue press releases to notify the public of any trail closures on publicly owned lands. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels. No debris shall be masticated onto City paved streets/sidewalks.

Item 10: Access Roads and Trails

1. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.

Item 11: Erosion Control

1. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.

Item 12: Soil Tracking and Berming

1. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.

Item 13: Sediment Control and Track Off

2. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.

Item 14: Stormwater Facilities

3. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

Item 15: Mobilization (# of days)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 16: Best Management Practices

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

D. Proposal Evaluation Criteria

Category	Maximum Points
I. Key Personnel Expertise & Experience of Project Team <ul style="list-style-type: none">a. Provides sufficient project team to complete the workb. Clearly defines roles of the project team, including any subconsultants and the project team lead/project manager and on-the-ground foremanc. Demonstrates experience and expertise of project team in completing work described in scope	30
II. Equipment <ul style="list-style-type: none">a. Demonstrates experience utilizing proper equipment to complete treatment specificationsb. Has access to necessary equipment for different treatment methodologies	20
I. Completion of Similar work in recent years <ul style="list-style-type: none">a. Demonstrates completion of hazardous fuel treatment work using treatment specifications identified in RFPb. Previous similar work demonstrates compatibility with the Pocatello geography, terrain, climate, and other factors that will influence the assessmentc. Provides examples and references requested data, integration with mapping systems, etc.	25
II. Detailed Timeline demonstrating ability to deploy crews to complete work for calls/orders	25
TOTAL	100

Section VI. Contract Award

The City intends to evaluate proposals and award contract(s) without discussions with Respondents (except for clarification purposes). The City reserves the right to reject any and all offers for any reason whatsoever in the City's sole discretion; to waive immaterial project requirements; and to pursue purchasing in a manner that is in the best interests of the City.

The Respondents deemed qualified to provide the services required for the proposed project will be notified in writing through a notice of award. Once an agreement is reached with the awarded Respondent(s), the City will provide a service agreement with the City of Pocatello for signature and full execution.

If after negotiation and consideration, the City is unable to reach an acceptable agreement with the Respondent, the City will terminate negotiations with the Respondent and/or withhold the award for any reason and/or elect not to proceed with any of the proponents and/or re-solicit via a new RFP.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA.

Calls/Orders will be made for services and a subsequent Notice to Proceed will be issued to formally begin work.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.

**City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments**

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.

Signature (blue ink please)

Printed Name

Title

Date

Company Name

Email

Street

Phone

City, State, Zip

Fax

Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

**AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.**

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and
says that _____ (Bidder)

he or she _____ in conformance with Idaho Code 63-15-2;
affiant _____ (is/is not)

states that _____ has paid or secured to the satisfaction
of the _____ (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent
including assessments, excises, and license fees levied by the State of Idaho or any taxing
unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's
business is located.

Dated this _____ day of _____, 20____.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: All Contractors and Subcontractors

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

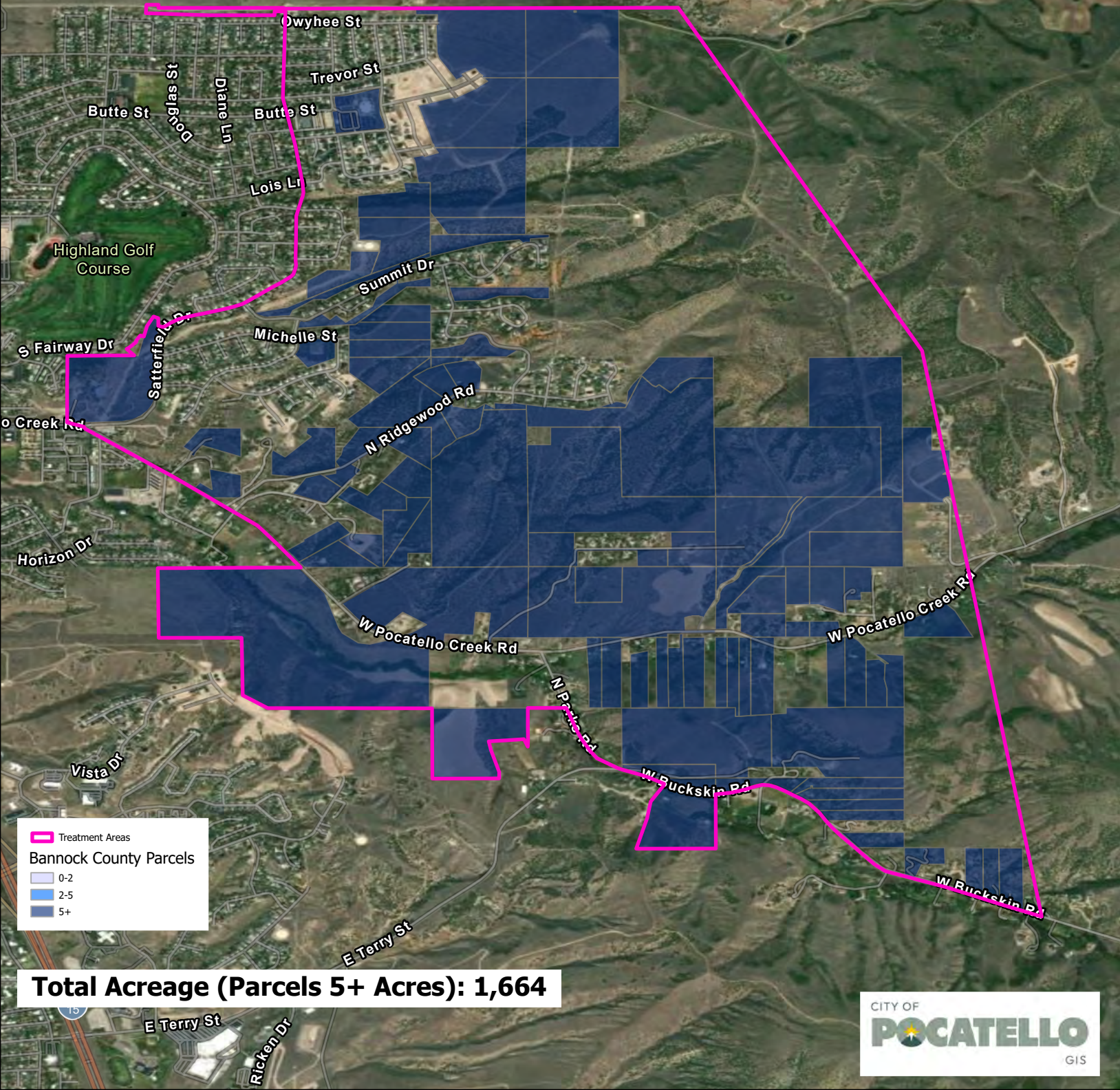
DBA: _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__

Notary Public for
My Commission Expires: _____

Reference Maps for Attachment A Schedule of Items

CWDG Treatment Areas - East Bench Parcels > 5 acres

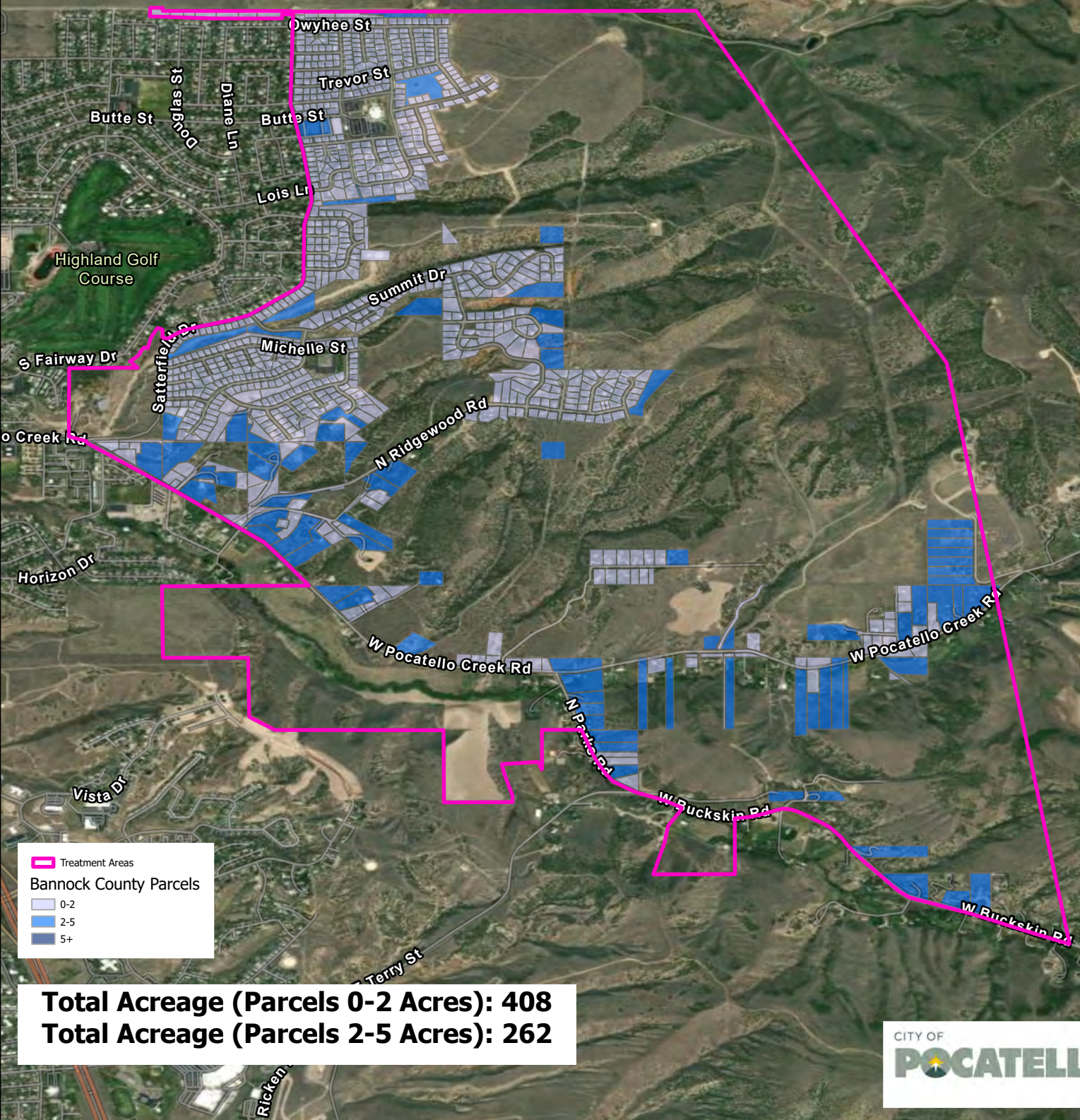


Treatment Areas
Bannock County Parcels

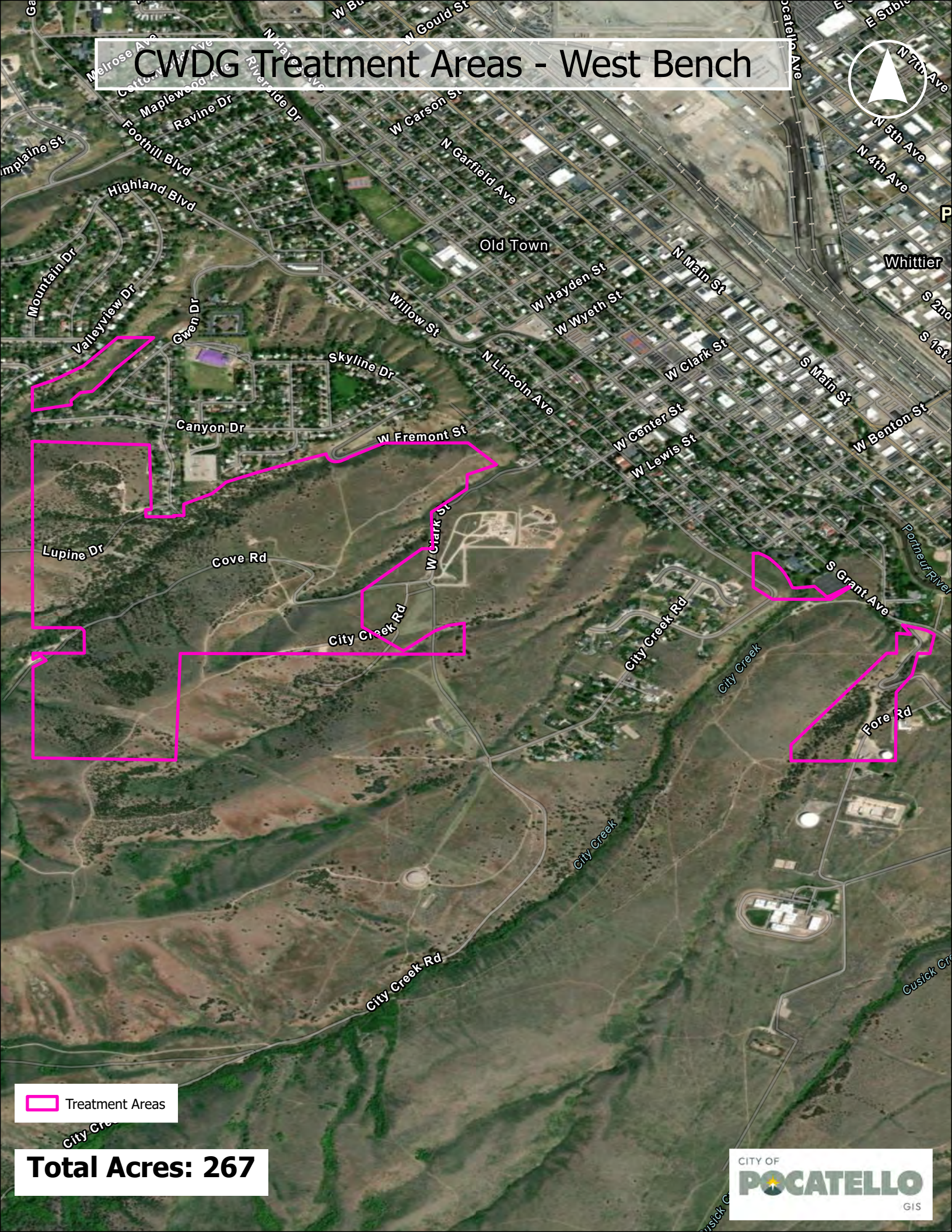
0-2
2-5
5+

Total Acreage (Parcels 5+ Acres): 1,664

CWDG Treatment Areas - East Bench Parcels < 5 acres



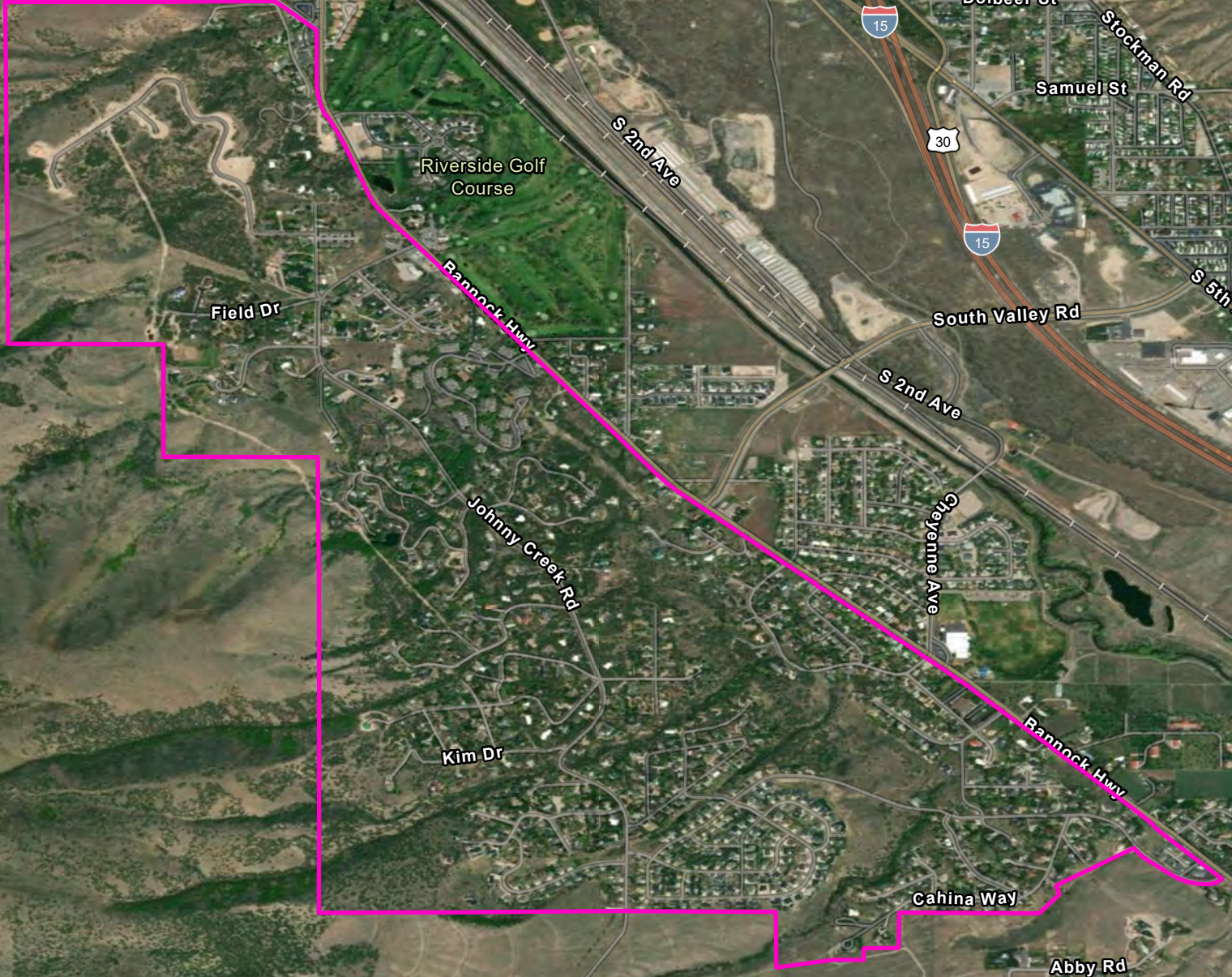
CWDG Treatment Areas - West Bench



 Treatment Areas

Total Acres: 267

CWDG Treatment Areas - Johnny Creek



 Treatment Areas

Total Acres: 1,040

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 4, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join:

<https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

Addendum # 1:

Administrative/Clerical Changes to RFP language:

1. A form for listing Subcontractors has been added (see Attachment A of this Addendum)
2. The following language changes/clarifications have been added to the RFP language:

Section C. Price Proposal

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes of 30 degrees or greater
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Contractor should conduct multiple passes to grind as much material as possible and achieve mulch size. Those remnants that are not mulched should not exceed 4 feet x 3 inches in size.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of 30 degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Responses to Questions:

Question 1: If we do not typically provide the type of work on the bid item sheet, do we still have to provide a price for the work to be considered?

Answer to Question 1: Yes, respondents must provide pricing for all items requested. Respondents may include the full cost to fulfill the work including if additional equipment/labor will be needed or if another entity will be subcontracted to conduct that portion of work. If subcontractors are to be used for items, these must be named on the Naming of Subcontractors Form (see Attachment A of this Addendum).

Question 2: After the contracts are awarded under this procurement, will I be able to adjust my bid pricing for the individual/site specific jobs that are bid out?

Answer to Question 2: Yes. The pricing submitted under this RFP will establish baseline unit pricing for the items. As individual or specific job sites are identified, a site-specific scope of work will be issued and final and best prices will be requested from the contractors qualified under this RFP. Economic increases in prices will be allowed with verified labor/material cost shifts due to site-specific specifications. In addition, the final negotiated contracts will allow for periodic price reviews over the term of the contract, such as on a quarterly or annual basis.

Question 3: The RFP documents request submission of a technical proposal and a price proposal which include an excel sheet. Do we submit the RFP as a hard copy or via email?

Answer to Question 3: Respondents should follow the instructions in the RFP and Submission Requirements which request a bound, single-sided hard copy and one electronic copy on portable media. Email submissions will not be acceptable. Per Section B. Submissions Requirements:

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and **MUST** mirror paper

versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.

Attachment A – Naming of Subcontractors Form

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number (if applicable) of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the related work under the general Contract. Failure to name Subcontractors as required may render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification and/or Work Item</u>	<u>License Number</u>
_____	_____	_____

_____	_____	_____

_____	_____	_____

_____	_____	_____

NOTES TO USER

1. This form must be included for all bids.

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 15, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

Addendum # 2

Administrative/Clerical Changes to RFP language:

The following changes to the RFP language have been made in red text:

Please see revised Section II. B (page 7)

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and Certification Regarding Lobbying as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)

I. Vegetation Removal

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the “take” trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
- All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

4. LICENSING, INSURANCE AND BONDING REQUIREMENTS (page 14):

I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.

II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.

III. Contractor shall maintain a **Class B** license with the City of Pocatello.

IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.

V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

Schedule of Items (page 17)

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than 30 degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.
- **All Master Treatment specifications not included as individual items below shall be assumed in the scope of work and pricing should reflect adherence to those requirements. For example, erosion control specifications have been removed from the per item pricing and are not itemized but should be included in the per acre cost of completing the work.**

Unit 1 East Bench (page 18)

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. See Map A and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 2 East Bench (page 18)

Unit 2 is composed of privately owned parcels located on the East Bench of Pocatello in the Satterfield and Highland area. See Map B and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide

- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 3 West Bench (page 19)

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See Map C and click here to view a map of the proposed conditions:

<https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 4 West Bench (page 19)

Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area. See Map D and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

...

Item 7: Stump & Shrub Treatment with Herbicide (page 21)

1. Type/mix of herbicide chemical treatment needed for project area will be adequate to treat invasive species noted in this specification
2. Provide the City with an herbicide treatment plan prior to invasive (Russian Olive and Siberian Pea) vegetation removal. Chemical treatment shall be approved by City prior to authorization.
3. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
4. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.

5. Application method may include low-pressure backpack or handheld sprayer.

Item 10: Access Roads and Trails

1. ~~All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.~~

Item 11: Erosion Control

1. ~~Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.~~

Item 12: Soil Tracking and Berming

1. ~~Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.~~

Item 13: Sediment Control and Track Off

2. ~~Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.~~

Item 14: Stormwater Facilities

3. ~~Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.~~

Item 10: Mobilization (# of days) (page 22)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 11: Best Management Practices (page 22)

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

Updated Schedule of Items

See spreadsheet attachment titled: "REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029 Schedule of Items".

Responses to Questions:

Question 1: Contractors asked clarifying questions regarding seeding and re-seeding, specifically if it would be required on all areas and in all scopes?

Answer to Question 1: Re-seeding is anticipated to be in very limited areas and will be specified on the particular call/order for the detailed scope of work. For bid pricing, re-seeding is limited to city-owned parcels and applies to scenarios Unit 1 and Unit 3 for this RFP. The seeding pricing should be based on the Item 8 specifications.

Question 2: Is limbing required at 6 feet or higher?

Answer to Question 2: Any remaining juniper shall be limbed up 6 feet from the ground.

Question 3: If the contractor creates burn piles, will the City Fire Department staff be conducting the burning?

Answer to Question 3: The Contractor should include pricing for lop and pile items 2 and 3; however, each specific call/order will detail if lop and pile is the preferred treatment for the particular area. In the event lop and pile is a treatment specification, the City will coordinate with the Contractor for piles (locations) and when the burning would take place. Based on current priority areas, lop and pile will be in very limited areas and limited circumstances. If there is burning, City Fire Department Staff will conduct the burning.

Question 4: Is there a number of stems/trees per acre available?

Answer to Question 4: Not at this time.

Question 5: Will the City be providing dumpsters or vouchers at the landfill for the disposal of material?

Answer to Question 5: No, contractors should plan to cover all costs for disposal as part of their bid pricing including any dumpsters or cost of dumping at landfills for material disposal.

Question 6: Will herbicide/chemical treatment be required on the sites and can the City provide a spec for the chemical/herbicide that is required?

Answer to Question 6: Contractors should follow the master specifications and item 7 specifications for the RFP price submission. The specific herbicide/chemical treatment type/mix will be determined by the City and included in the specific call/order scope of work. For the purposes of this RFP, Item 7 specifications as modified by this Addendum should be used for establishing a price submission.

Question 7: Please clarify the difference between mastication and mechanical cutting.

Answer to Question 7: Mechanical cutting includes the removal using equipment other than a masticator or work that will not be conducted by hand.

Question 8: What are the proposal submission requirements?

Answer to Question 8: Contractors must submit a bound hard copy of their proposal that includes all required documents and forms in a sealed package. There is no requirement for how the package is bound. In addition, an electronic copy must accompany the hard copy. This must be submitted on portable media, such as a USB flash drive, and included with the sealed proposal package.

Question 9: Do we have to acknowledge addenda and if yes how do we demonstrate that?

Answer to Question 9: Yes, per the RFP Section II, a copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent. Contractors may include a copy of the first page of all addenda and do not need to include all pages of the addendum.

Question 10: For the Relevant Past Performance section, is it okay to include a reference for fuels reduction work performed while employed by an agency, such as my time with both the BLM and Forest Service, rather than work performed under my own business? The RFP's reference format requests a company name for each project, so I want to confirm whether prior on-the-job experience with an agency qualifies, or whether references must be limited to work completed under my business. Most of my experience comes from my time working as an employee of both

the BLM and Forest Service, while relevant work under my business is limited since it is a relatively new business and have been hired by private landowners to do fuels reduction work.

Answer to Question 10: Yes, you may include references and experience from previous employers which may include public agencies such as BLM or Forest Service. It should be clear in the response that the Past Performance is for those key personnel members who are on the project team so that the City may properly evaluate the relevant experience of those who will work under this contract. Review the Technical Proposal Requirements for additional detail on the submission requirements to ensure you sufficiently respond to this evaluation criteria.

Question 11: Under Team and Key Personnel Qualifications, the RFP requests a resume for each team member. Does this mean resumes are required only for named key personnel or for all crew members who may work on the project, including general laborers? Since this is a Blanket Purchase Agreement with future calls/orders, my crew size and composition will depend and change on the specific jobs we're awarded, which won't be known at the time of this submission.

Answer to Question 11: Resumes are only required for the key personnel that should include the Project Manager and Project Foremen. Contractors do not need to supply resumes for all general laborers or crew members.

Question 12: As far as the pricing proposal goes, I just wanted to confirm what you said in the meeting; that our prices should be our minimum pricing?

Answer to Question 12: Yes, the pricing proposal has been updated on a per unit item basis. Please refer to the updated Schedule of Items spreadsheet included in this Addendum.

Question 13: In the meeting you mentioned the Price Proposal page, Certificate of Authority page, Certificate of non-collusion, and Certificate of Tax Compliance all be notarized. I am not seeing a Certificate of Authority page? Or is that the certification regarding lobbying? Do you have a preference on who they are notarized by?

Answer to Question 13: Yes, Contractors should submit the required forms Appendices A through D which are updated with the correct titles to be: Appendix A – Price Proposal Form; Appendix B – Non-Collusion Affidavit; Appendix C – Affidavit of Payment or

Securement of All Taxes; Appendix D – Certification Regarding Lobbying. There is no required notary format or preference.

Please see revised Section II. B

Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and ~~Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

Question 14: We did not attend the September 10 preproposal meeting. Before preparing our response, could you please confirm whether attendance was mandatory?

Answer to Question 14: No, attendance at the informational meeting was not mandatory.

Question 15: 2. How we can obtain the complete RFP, addendum and attendance/plan holder list?

Answer to Question 15: Interested contractors can obtain the RFP on the City's website at <https://pocatello.gov/Bids.aspx> or by contacting Christine Howe at 208-234-6186 or chowe@pocatello.gov. The Plan Holders list will be available after the RFP closes and should be requested through the City's Public Records Request portal at: <https://cityofpocatelloid.nextrequest.com/>

Question 16: Whether an Idaho Public Works Contractor License, active SAM/UEI registration or bonding is required?

Answer to Question 16: A Class B City license is required for contractors that are qualified under this RFP. That may be obtained after the RFP submission and prior to contract execution. Contractors must also have an active SAM.gov registration and Unique Entity Identifier (UEI). Bonding is required for obtaining the Class B license and performance and payment bonds will be required on certain jobs. Performance and payment bond requirements will be included in the call/order. Please refer to the RFP for additional insurance, licensing, and bonding requirements.

Question 17: Whether the City expects to award BPAs to multiple qualified contractors?

Answer to Question 17: Yes, multiple awards will be made for this BPA upon technical and pricing evaluations. Please refer to Section VI. Contract Award for additional information.

Question 18: How individual treatment projects will be assigned or competitively quoted?

Answer to Question 18: Future calls/orders for specific projects will be emailed to only the contractors awarded under this BPA. Future calls/orders will include a detailed scope of work and request pricing based on the price proposals submitted under this RFP. The specific call/order will be awarded to the Contractor able to conduct the work for the best price. Contractors may update their line item pricing when submitting a response to a specific call/order as needed. Any proposed updated pricing will require a written justification supporting the revised line item price. This justification may include things such as increased cost due to the complexity of the scope of work conditions, changes in materials costs due to market conditions, changes in labor rates, etc. This information will be included in the contract documents resulting from this RFP.

Question 19: I anticipate each work area having its own advantages and disadvantages. For instance, some areas might be very rocky or have significantly more vegetation to treat than other areas. Some also may be hard to access or require moving material a long distance. Should our proposed pricing reflect ideal conditions with minimal disadvantages? In that case, if a job becomes available for us to do, will we be able to amend the pricing depending on some of the realities of the jobsite? I'm also considering this from the perspective of technical tree removals near homes, which could require a lot of climbing and rigging to create the required defensible space. That kind of work is multiple times more costly than masticating trees away from structures.

Answer to Question 19: Proposal pricing should use the available information included in the RFP for the hypothetical scenarios which include proposed area maps and site conditions, such as imagery and slope. Pricing should account for all work that may be required of the contractor in those areas. The hypothetical scenarios in the RFP are divided into geographic areas and by type of work (ex: primarily on large acreage that is public or groupings of individual private parcels that have limited access) to account for possible variation in specific jobs. Specific scopes of work will be developed for each call/order. Please see answer to Question 18 for details on updating pricing.

Question 20: The required method for submitting the technical and pricing proposals?

Answer to Question 20: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

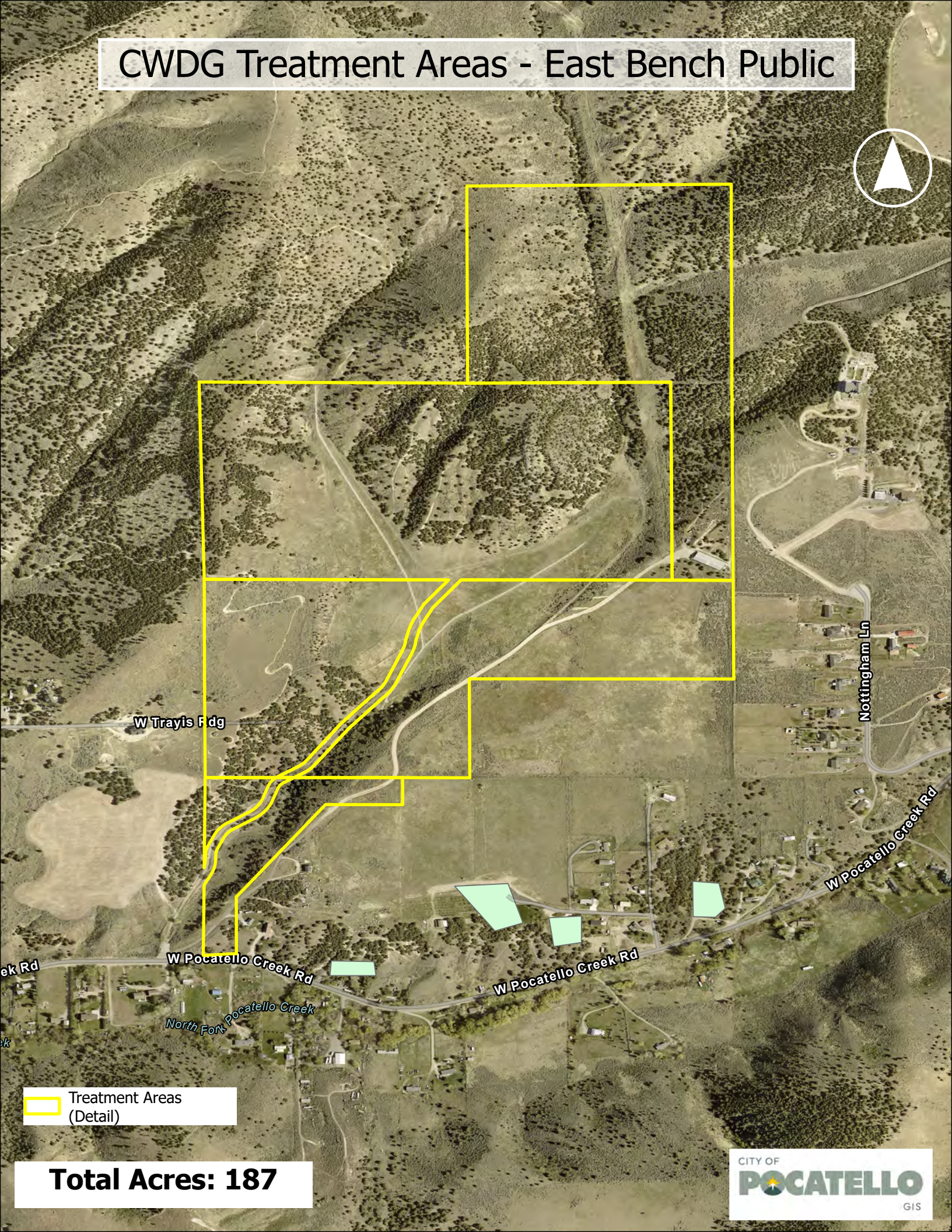
Question 21: The required method for submitting the technical and pricing proposals?

Answer to Question 21: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

Attachment A

REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029
Schedule of Items

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

Total Acres: 136

Map C - Unit 3

CWDG Treatment Areas - West Bench

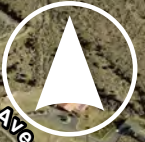


 Treatment Areas
(Detail)

Total Acres: 157

Map D - Unit 4

CWDG Treatment Areas - Johnny Creek



 Treatment Areas
(Detail)

Total Acres: 46

Attachment D

CITY OF POCA TELLO - HAZARDOUS FUEL TREATMENTS

Portneuf Valley Wildfire Risk Reduction and Education Program
Hazardous Fuel Treatments - Technical & Pricing Proposal

TABLE OF CONTENTS

Section	Pages
Technical Proposal	1-9
Key Personnel Resumes	10-11
Subcontractor Identification Form	12
Required Notarized Documents	13-16
Signed Amendment Acknowledgments	17-18
Pricing Proposal	19-20

SUBMITTED BY

CASTLE PEAK CONTRACTING LLC

Hailey, Idaho

208-450-3741 | info@castlepeakcontracting.com

TECHNICAL PROPOSAL

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

City of Pocatello | Community Wildfire Defense Grant (CWDG)

Castle Peak Contracting LLC

UEI number: M8GAJRMCC453

Hailey, Idaho

Drew Hartley & Jess Simon

Co-Owners

208-450-3741

info@castlepeakcontracting.com

Introductory Cover Letter

City of Pocatello Selection Committee:

Castle Peak Contracting LLC respectfully submits this technical proposal for the City of Pocatello's Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments Blanket Purchase Agreement. Castle Peak is an Idaho-based small business focused on mechanical fuels reduction, wildfire mitigation, heavy-equipment operations, land rehabilitation, and related field services.

Castle Peak's proposed team is intentionally small and owner-operated. Drew Hartley will serve as Project Manager and equipment operator, and Jess Simon will serve as Project Foreman and Lead Equipment Operator. Both owners work directly in the field. This structure keeps project management, daily production, safety, equipment decisions, quality control, and communication with the city close to the work being performed.

Our primary mechanical treatment system is a 2013 Case CX160C excavator equipped with a 2025 Shearex VM-40SL boom-mounted masticating head. The excavator can also be configured with a 36-inch bucket and progressive-link hydraulic thumb for piling, material handling, access work, cleanup, and rehabilitation. Castle Peak controls mobilization of its primary equipment with a company owned semi truck/ trailer.

Castle Peak's directly relevant experience includes mechanical mastication and fireline work on the 2025 Beulah Fire in Utah, followed by a return assignment rehabilitating approximately two miles of dozer line. The owners also bring Idaho trail construction, decommissioning, excavation, and remote field experience. We understand that work under this BPA may occur on public lands, large private parcels, and residential properties and may require a combination of mechanical and hand treatment methods.

Castle Peak is interested in establishing a long-term working relationship with the City and contributing to meaningful wildfire-risk reduction in Pocatello and Bannock County. We appreciate the opportunity to be considered for the BPA contractor pool.

1. TEAM AND KEY PERSONNEL QUALIFICATIONS

Castle Peak proposes an owner-operated core team that will directly perform and supervise the primary mechanical fuels-reduction work under this BPA. Drew Hartley and Jess Simon will remain responsible for project execution, communication, safety, quality, and daily field operations. Crew size and support equipment will be adjusted to the requirements of individual Call/Orders, with specialty resources added only when a project requires capabilities outside Castle Peak's normal operations.

Drew Hartley - Project Manager / Equipment Operator

Office Location: Hailey, Idaho

Drew will serve as Castle Peak's primary point of contact with the City and will be responsible for Call/Order review, project planning, scheduling, mobilization coordination, field communication, documentation, safety oversight, quality assurance, and equipment operation. He will work directly with the City representative to confirm treatment boundaries, specifications, access, sequencing, resource concerns, and acceptance standards before production begins.

Drew has approximately three years of excavator and heavy-equipment operating experience, including mechanical mastication, wildfire incident work, suppression repair, trail construction and rehabilitation, excavation/site work, and equipment transport. On the 2025 Beulah Fire in Utah, Drew and Jess performed approximately 17 operational days of mechanical mastication/fireline work and later returned to rehabilitate approximately two miles of dozer line.

In addition to equipment experience, Drew spent approximately 12 years working as a professional wilderness river guide, including five years in a lead-guide position on Idaho's Middle Fork of the Salmon. That work required responsibility for logistics, client and crew safety, decision-making in remote environments, mechanical and equipment problem-solving, changing weather and river conditions, and operations where outside support could be limited. This background contributes directly to Castle Peak's ability to work independently, communicate clearly, and solve field problems without compromising safety or project objectives.

Jess Simon - Project Foreman / Lead Equipment Operator

Office Location: Hailey, Idaho

Jess will serve as the on-the-ground Project Foreman and Lead Equipment Operator. He will be responsible for daily field operations, crew direction, equipment placement, production sequencing, treatment quality, daily safety coordination, and immediate communication of changing field conditions. When additional personnel or subcontractors are used, Jess will coordinate their work in the field and verify that completed treatment meets the Call/Order specifications before the crew moves on.

Jess has approximately nine years of equipment operating experience, including approximately seven years performing trail construction, trail rehabilitation, and related field work. His experience includes mechanical fuels work, wildfire incident operations, suppression repair, trail construction, and decommissioning/rehabilitation of obsolete trail corridors. He and Drew worked together on the 2024 Greenhorn Gulch Forest Service trail project, including construction of a replacement trail and rehabilitation/decommissioning of the old trail near riparian resources.

Jess also has substantial professional ski-guiding experience. That work requires continuous assessment of terrain, weather, snow and environmental hazards, group management, route selection, emergency judgment, and decision-making in remote mountain environments. Combined with his equipment and trail background, this experience supports his role as the field foreman responsible for safe, adaptable daily operations.

Team Approach, Roles, and Field Capability

Castle Peak's core advantage is that the individuals responsible for the contract are also the individuals performing and supervising the work. The Project Manager and Project Foreman can make immediate decisions regarding treatment methods, equipment configuration, safety, production, and resource protection without waiting for multiple levels of management. This is particularly valuable on fuels projects where terrain, access, vegetation density, private-property considerations, soil conditions, and weather may vary substantially within a single Call/Order.

Function	Primary Responsibility	Lead
City coordination / project management	Call review, schedule, documentation, mobilization, City communication, QA	Drew Hartley
Daily field operations	Crew direction, production sequence, treatment quality, field safety, daily coordination	Jess Simon
Mechanical mastication	Excavator/masticator operation, stump-height and material-size/depth compliance	Drew and/or Jess
Mechanical lop/pile/scatter	Excavator bucket/thumb operation; slash and woody-material handling	Drew and/or Jess
Hand cutting / handwork	Crew coordination, saw work, piling, hauling support, cleanup	Castle Peak-directed crew; staffing adjusted to Call/Order needs
Specialty work	Chipping/haul capacity, licensed herbicide application, or other specialty resources when required	Specialty resources as required, under Castle Peak oversight

Experience in Similar Geographic and Working Conditions

Castle Peak's experience is concentrated in Idaho and the Intermountain West. The team is accustomed to dry western fuels, juniper and conifer environments, steep or uneven terrain, freeze/thaw conditions, seasonal access, wildfire operations, and work where public access or sensitive natural resources must be considered. The Beulah Fire assignment in Utah is particularly relevant to Pocatello because it involved sustained mechanical fuels work in an Intermountain West wildfire environment followed by suppression rehabilitation.

Remote Field Experience and Operational Judgment

Both owners have spent years working and recreating in remote and challenging environments. Their combined guiding, trail, wildfire, equipment, and backcountry experience has developed a practical approach to field operations: prepare thoroughly, communicate early, recognize changing conditions, protect equipment and resources, and solve problems before they become schedule or safety issues. Castle Peak views this operational judgment as an important complement to technical equipment capability.

Supplemental Project Resources

Castle Peak's core project team will consist of Drew Hartley as Project Manager and Jess Simon as Project Foreman. Castle Peak intends to self-perform and directly supervise the primary mechanical fuels-reduction work under this BPA. For larger or time-sensitive Call/Orders requiring additional production capacity, Castle Peak has established relationships with experienced owner-operators who may be utilized as supplemental project resources.

- David Roe of PRO Inc. is available as a supplemental mechanical fuels-reduction resource. David operates a John Deere 200 LC excavator equipped with a drum-style mastication head. This machine provides additional boom-mounted mastication capacity comparable in size and application to Castle Peak's primary excavator and can be incorporated into larger treatment units where multiple machines would improve production and schedule performance.
- Eric Swies of Paradigm Shift Enterprises LLC is also available as a supplemental mechanical fuels-reduction resource. Eric owns and operates a Link-Belt 210 excavator equipped with a drum-style mastication head. His equipment and experience provide Castle Peak with an additional source of mechanical mastication capacity for larger treatment areas, compressed schedules, or projects where multiple machines can operate efficiently.

These relationships provide the ability to scale mechanical mastication operations to as many as three excavator-based mastication systems, depending on project requirements and equipment availability.

Castle Peak will remain the primary contractor and will retain responsibility for project management, communication with the City, field coordination, schedule, safety, quality control, and compliance with each Call/Order. Supplemental resources will be incorporated as appropriate based on treatment acreage, vegetation density, terrain, access, production requirements, and schedule.

2. EQUIPMENT AND TREATMENT CAPABILITIES

Castle Peak will match equipment and crew configuration to the treatment method, terrain, access, vegetation, and property setting identified in each Call/Order. The company's owned primary equipment is listed below. Castle Peak intends to self-perform the core mechanical treatment work with this equipment and will supplement its capabilities with appropriate specialty equipment only when required by a specific Call/Order.

Owned Equipment	Configuration	Primary Use
2013 Case CX160C excavator	2025 Shearex VM-40SL mastication head	Mechanical mastication, fuels reduction, slash processing
2013 Case CX160C excavator	36-inch bucket & Progressive-link hydraulic thumb	Ground shaping, access work, cleanup, soil/material handling, Lop/pile work, slash/log handling, material placement.
1994 Peterbilt 379	Heavy-haul tractor	Mobilization of excavator and attachments
Kalyn lowboy trailer	Short 34' Lowboy trailer	Transport of excavator, mastication head and attachments

Mechanical Mastication

Castle Peak's primary mastication system is the Case CX160C with a 2025 Shearex VM-40SL boom-mounted masticating head. The excavator configuration provides reach and controlled placement of the head around residual vegetation, structures, roads, and other features. Castle Peak will operate the head and make additional passes as necessary to meet the treatment specifications identified in the Call/Order, including the City's specified maximum stump height and required size/distribution of masticated material. Treatment quality will be checked continuously so deficiencies can be corrected while the machine remains in the immediate area.

- Designated live and dead woody vegetation will be approached in a controlled manner to reduce damage to leave trees, fences, structures, utilities, drainage features, and other retained resources.
- Stumps will be treated to the specified maximum height; where terrain or obstructions prevent immediate compliance, the operator will reposition and rework the stump before leaving the area when it can be done safely.
- Masticated material will be redistributed or reprocessed as needed to meet required particle size and mulch-depth specifications and to avoid excessive concentrations.
- Machine travel will be minimized on wet, unstable, landscaped, or otherwise sensitive ground. Mechanical work will not be performed where slope, access, property constraints, or the Call/Order prohibit machine use.

Mechanical Cutting - Lop and Pile / Lop and Scatter

For treatment areas designated for Mechanical Cutting Lop & Pile, Castle Peak will utilize appropriately sized mechanical cutting equipment capable of felling designated juniper and meeting the required stump-height specifications. Equipment selection will be based on tree size, terrain, access, treatment density, and the requirements of the individual Call/Order. Following mechanical cutting, Castle Peak's Case CX160C equipped with a progressive-link hydraulic thumb and 36-inch bucket may be utilized to handle felled material and construct burn piles in accordance with the City's pile size, location, and material specifications.

Where terrain or access prevents safe mechanical treatment, work will transition to the specified hand-cutting treatment method.

Hand Cutting and Handwork

The RFP anticipates substantial hand cutting and hauling on private residential parcels and other areas where mechanical equipment is inappropriate. Castle Peak will use sawyers and laborers equipped with chainsaws and appropriate hand tools and personal protective equipment. Hand crews will work under the project foreman's direction and will be coordinated with mechanical operations so personnel remain outside machine hazard zones.

- Cut designated trees and shrubs to the required stump height and treatment prescription.
- Lop, pile, scatter, or carry material to an accessible staging area as specified.
- Perform detail work around structures, fences, landscaping, utilities, roads, drainage features, or terrain inaccessible to the excavator.
- Maintain clean work areas and minimize impacts to residential properties and public-use areas.

Material Disposal - Chipping / Mulching / Removal

Castle Peak can self-perform mulching through mechanical mastication. For Call/Orders requiring dedicated chip-and-broadcast, chip-and-haul, or off-site material removal, Castle Peak will provide appropriately sized chipping, hauling, and material-handling capacity based on site access, treatment volume, haul distance, residential constraints, and the City's required disposal method.

Any specialty disposal equipment required for a particular Call/Order will be identified and coordinated as part of the project-specific work plan. Castle Peak will remain responsible for the completed treatment and will ensure material is removed where the Call/Order requires off-site disposal.

Chemical Treatment

Where chemical stump or shrub treatment is required, Castle Peak will ensure application is performed by appropriately licensed and qualified personnel in accordance with the Call/Order, approved product label, City direction, and applicable Idaho requirements. Chemical treatment will be coordinated closely with cutting operations to ensure required application timing is met, and Castle Peak will remain responsible for coordinating the treatment with the overall project schedule and quality requirements.

Support Activities and Best Management Practices

Castle Peak will incorporate signage/traffic control, access protection, erosion and sediment controls, road cleanliness, stormwater protection, reseeding, and other required BMPs into project planning. Equipment will be inspected daily for leaks and mechanical issues. Spill-response materials, fire extinguishers, PPE, and communication equipment appropriate to the work will be maintained on site. The team will coordinate with the City before beginning work near sensitive drainage, private improvements, or other site-specific concerns.

3. RELEVANT PAST PERFORMANCE

Castle Peak Contracting LLC is a relatively new operating company. The following experience is presented transparently to distinguish work performed directly by Castle Peak from work performed by Drew Hartley and Jess Simon while employed by other firms. Castle Peak's most directly relevant experience comes from two separate assignments completed on the 2025 Beulah Fire in Utah: an initial mechanical mastication and fireline assignment followed by a subsequent suppression-repair assignment. Additional experience includes trail decommissioning and rehabilitation work completed in Idaho.

Project 1 - Beulah Fire, Utah

Project Type	Wildfire mechanical mastication / fireline support
Location	Utah - Beulah Fire
Year / Status	2025 - Completed
Contract Structure	Castle Peak Contracting LLC performed the field work as a subcontractor to Dennis O'Brien, the VIPR contract holder.
Approximate Duration	17 operational days
Approximate Value	Approximately \$114,000 total contract value
Size	Linear roadside/fireline mastication; exact acreage not formally measured by Castle Peak.
Equipment Used	Link-Belt 160 excavator with Promac mastication head supplied by the prime contractor.

Castle Peak's initial assignment on the Beulah Fire consisted of approximately 17 operational days of mechanical mastication and fireline work. Drew Hartley and Jess Simon performed the field operations using a Link-Belt 160 excavator equipped with a Promac boom-mounted mastication head.

Work primarily consisted of masticating trees and other vegetation along road and fireline corridors to create and improve areas being utilized for wildfire suppression. Operations required sustained equipment production in an active wildfire environment while coordinating with incident personnel and adapting to changing field conditions and operational priorities.

The assignment provided Castle Peak with directly applicable experience operating boom-mounted mastication equipment for hazardous-fuels reduction and wildfire operations in Intermountain West terrain and vegetation. The work also required equipment readiness, safe machine operation, effective communication, and the ability to work independently in a dynamic field environment.

Castle Peak completed the assignment successfully and was subsequently requested to return to the Beulah Fire for a separate suppression-repair assignment.

Project 2 - Beulah Fire, Utah

Project Type	Suppression repair / dozer-line rehabilitation
Location	Utah - Beulah Fire
Year / Status	2025 - Completed
Contract Structure	Castle Peak Contracting LLC performed the field work as a subcontractor to Dennis O'Brien, the federal VIPR contract holder.
Approximate Duration	7 operational days
Approximate Value	Approximately \$45,000 total contract value
Size	Approximately 2 miles of dozer-line rehabilitation
Equipment Used	Link-Belt 160 excavator with Promac mastication head supplied by the prime contractor.

Following completion of the initial mastication assignment, Castle Peak was subsequently requested to return to the Beulah Fire to perform suppression-repair work. Although this work occurred on the same wildfire incident, it was a separate field assignment with substantially different objectives from the initial mastication work.

Castle Peak rehabilitated approximately two miles of dozer line that had been constructed during wildfire suppression operations. The objective shifted from creating and maintaining suppression features to repairing ground disturbed by heavy equipment and leaving the affected corridor in an appropriate post-fire condition.

The assignment required careful excavator operation, attention to terrain and drainage, and the ability to restore areas disturbed by previous heavy-equipment activity while minimizing additional impacts. Drew Hartley and Jess Simon performed the field work and were responsible for adapting rehabilitation techniques to changing ground conditions along the approximately two-mile corridor.

This project is relevant to the City of Pocatello's hazardous-fuels program because it demonstrates that Castle Peak's capabilities extend beyond vegetation removal and mastication. The company also has experience completing rehabilitation and finish work associated with heavy-equipment operations, including addressing disturbed ground and leaving completed work in a condition appropriate for long-term land management.

Project 3 - Greenhorn Gulch Trail Construction and Decommissioning, Idaho

Project Type	Trail construction, decommissioning and ecological rehabilitation
Location	Greenhorn Gulch, Idaho - U.S. Forest Service project
Year / Status	2024 - Completed
Employer	Titus Trails; work performed by Hartley and Simon while working for Titus Trails
Approximate Size	Approximately 1 mile of obsolete trail decommissioned/rehabilitated after construction of replacement trail

Hartley and Simon participated in construction of a new trail alignment and subsequent decommissioning/rehabilitation of approximately one mile of the old trail. Portions of the work were near riparian resources, requiring attention to travel routes, disturbance limits, drainage, and the desired finished condition. The project is relevant to Pocatello because it demonstrates Idaho field experience, careful equipment/crew operations around natural resources, and the ability to complete restoration rather than stopping when the primary construction activity is finished.

Required References

Company / Agency	Contact	Phone	Email	Project / Contract
Pro Inc	David Roe	208-420-3738	dgroee@pmt.org	VIPR/LIMR contract holder
Titus Trails	Brian Vaughn	907-414-1655	brian@titustrails.com	Greenhorn Gulch
Alaska Fire Service	Brian Pitts	907 356 5550	bpitts@blm.gov	Beulah Fire / VIPR assignment

Relevance to Pocatello

Together, these projects demonstrate experience across three important components of the work anticipated under the Pocatello Hazardous Fuel Treatments BPA. The initial Beulah Fire assignment demonstrates direct mechanical mastication and hazardous-fuels experience; the subsequent Beulah suppression-repair assignment demonstrates heavy-equipment rehabilitation and finish work; and Greenhorn Gulch demonstrates Idaho land-rehabilitation experience and work around natural-resource considerations.

Castle Peak's experience is concentrated in Idaho and the Intermountain West, and the company's owners will personally manage, supervise, and perform the primary field operations proposed under this BPA.

4. TYPICAL CALL/ORDER TIMELINE AND AVAILABILITY

Castle Peak will develop a project-specific schedule for each Call/Order after reviewing acreage, treatment density, access, handwork requirements, disposal method, private-property coordination, weather, and specialty subcontractor needs. The following represents the company's typical sequence for a mechanical mastication project.

Typical Timing	Milestone / Activity	Deliverable / Control Point
Day 0-1	Call/Order review and initial City coordination	Confirm treatment area, quantities, methods, access, schedule, property/resource constraints and required submittals.
Day 1-3	Project planning and equipment preparation	Finalize crew/equipment configuration; coordinate specialty subcontractors if needed; inspect equipment and prepare mobilization.
Typically Day 2-4	Mobilization / pre-work meeting	Transport excavator and attachments; establish staging; confirm boundaries, signage/traffic control, BMPs and acceptance standards.
Production period	Mechanical mastication	Operate Case CX160C/Shearex system; conduct continuous checks for stump height, material size/depth, leave-tree/property damage and soil impacts.
Concurrent / following mastication	Hand cutting, lop/pile, hauling and detail work	Treat inaccessible or sensitive areas; consolidate/remove material; complete work around structures, fences, utilities and property features.
As required	Chipping, haul, herbicide, reseeding and BMP work	Coordinate specialty equipment/applicators and complete required disposal, treatment or stabilization activities.
Daily	Quality control / communication	Foreman inspection, equipment checks, progress review, photographs/notes as useful, correction of deficiencies, City communication.
Final 1-2 days	Cleanup, punch-list and final inspection	Complete cleanup, correct deficiencies, remove debris, restore incidental disturbance, coordinate City acceptance.
After acceptance	Demobilization	Remove equipment, temporary controls and materials as authorized.

Production Duration

Actual mastication and handwork duration will be quoted for each Call/Order because production can vary significantly with stem density and diameter, slope, access, residual-tree requirements, residential constraints, disposal requirements, and weather. Castle Peak will provide realistic production assumptions rather than using a single acreage-per-day rate for materially different treatment conditions.

Mobilization and Availability

Castle Peak controls transportation of its primary excavator and attachments with its own semi truck/trailer, reducing dependence on third-party heavy-haul scheduling for normal mobilization. The company understands that the RFP anticipates a fall-through-spring operating season and will plan Call/Order availability around the City's permitted operating window and project-specific restrictions.

Schedule Management

The Project Manager will communicate schedule changes promptly. The Project Foreman will monitor daily progress and identify access, weather, equipment, material-disposal, or resource issues that could affect completion. When a delay is foreseeable, Castle Peak will address the cause early by adjusting sequence, adding labor/equipment where practical, or coordinating a revised plan with the City rather than allowing the issue to remain unresolved.

5. BENEFIT TO THE LOCAL COMMUNITY

Castle Peak recognizes that the purpose of the Community Wildfire Defense Grant program extends beyond completing individual treatment units. The broader objective is to reduce wildfire risk to homes, infrastructure, evacuation routes, public lands, and the people who live and work in Pocatello and Bannock County.

As an Idaho-based small business specializing in wildfire mitigation, mechanical fuels reduction, and heavy-equipment field work, Castle Peak views this as an opportunity to provide both immediate hazard-reduction benefits and longer-term value to the community. Effective treatments can reduce fuel continuity, improve defensible space, improve opportunities for wildfire suppression, and reduce the intensity of fire approaching developed areas. On projects near homes, roads, recreation areas, and other public-use locations, Castle Peak will place particular emphasis on safe operations, communication, minimizing disruption, protecting private properties, and leaving completed treatment areas in a clean and professional condition.

Castle Peak's owner-operated structure also provides continuity across Call/Orders. The City can work directly with the same project manager and field foreman who are responsible for performing the work. As the BPA progresses, that continuity can build familiarity with local treatment objectives, access constraints, terrain, neighborhoods, City expectations, and recurring project conditions.

When additional labor, trucking, chipping, disposal, chemical application, materials, or specialty services are required, Castle Peak will make reasonable efforts to use qualified Idaho and regional workers and businesses when practical. This keeps more of the project investment within the region while helping build local capacity for wildfire mitigation and land-management work.

Castle Peak's goal is not simply to complete acres of treatment. The goal is to leave the City of Pocatello and Bannock County with landscapes that are better prepared for wildfire, treatment areas that reflect well on the program, and a contractor relationship that the City can rely on throughout the life of the BPA.

Key Personnel Resumes

DREW HARTLEY

Project Manager / Equipment Operator

Castle Peak Contracting LLC | Hailey, Idaho | 208-450-3741

Professional Summary

Co-owner of Castle Peak Contracting LLC with experience in mechanical fuels reduction, wildfire incident operations, heavy-equipment operation, suppression repair, trail rehabilitation, excavation, equipment transport, welding/fabrication, and remote field operations. Proposed to serve as Project Manager while remaining directly involved in field production and equipment operation.

Relevant Experience

Castle Peak Contracting LLC — Co-Owner / Project Manager / Equipment Operator

Hailey, Idaho | Current

- Project planning, client/agency coordination, mobilization, field operations, equipment operation, quality control, documentation, and day-to-day problem solving for fuels-reduction and land-management work.
- Operates the company's 2013 Case CX160C excavator and associated attachments, including the 2025 Shearex VM-40SL mastication head, 36-inch bucket, and progressive-link hydraulic thumb.
- Coordinates company-owned heavy-equipment transport using a Peterbilt 379 and Kalyn lowboy trailer.

Beulah Fire — Mechanical Mastication / Fireline & Suppression Repair

Utah | 2025 | Castle Peak subcontracted under federal VIPR contract holder

- Performed approximately 17 operational days of boom-mounted mechanical mastication and fireline work with Jess Simon in an active wildfire environment.
- Returned on a subsequent assignment and participated in rehabilitation of approximately two miles of dozer line.
- Worked in changing field conditions requiring equipment readiness, coordination with incident personnel, safe independent operations, and practical field judgment.

Titus Trails — Trail Construction / Rehabilitation

Idaho | 2024

- Participated in Greenhorn Gulch trail construction and subsequent decommissioning/rehabilitation of approximately one mile of obsolete trail.
- Worked near riparian resources with attention to disturbance limits, drainage, access, and finished-condition requirements.

Additional Relevant Background

- Approximately 3 years of excavator and heavy-equipment operating experience.
- Approximately 9 years as a professional wilderness river guide, including multiple years in a lead-guide role on multi-day remote trips.
- Approximately 10 years of welding/fabrication experience and strong mechanical troubleshooting capability.
- Experience working in remote locations with limited support, changing weather, logistics constraints, and equipment issues.

JESS SIMON

Project Foreman / Lead Equipment Operator

Castle Peak Contracting LLC | Hailey, Idaho

Professional Summary

Co-owner of Castle Peak Contracting LLC with extensive equipment-operating, trail-construction, rehabilitation, wildfire incident, and remote mountain experience. Proposed to serve as Project Foreman responsible for on-the-ground crews and daily operations while remaining directly involved in equipment operation and production.

Relevant Experience

Castle Peak Contracting LLC — Co-Owner / Project Foreman / Lead Equipment Operator

Hailey, Idaho | Current

- Responsible for daily field operations, crew direction, production sequencing, equipment operation, treatment quality, field safety coordination, and adapting work methods to site conditions.
- Operates excavators and mechanical fuels-reduction equipment and coordinates handwork and support activities around mechanical operations.
- Works directly with the Project Manager to maintain schedule, treatment specifications, resource protection, and quality control.

Beulah Fire — Mechanical Mastication / Fireline & Suppression Repair

Utah | 2025 | Castle Peak subcontracted under federal VIPR contract holder

- Performed approximately 17 operational days of mechanical mastication and fireline work with Drew Hartley using a Link-Belt 160 excavator with a Promac mastication head.
- Returned on a subsequent suppression-repair assignment and participated in rehabilitation of approximately two miles of dozer line.
- Performed sustained equipment operations in an active wildfire environment and adapted methods to changing terrain and operational conditions.

Trail Construction and Rehabilitation Experience

Idaho | Approximately 7 years

- Approximately seven years of trail construction, rehabilitation, and related equipment work.
- Participated in the 2024 Greenhorn Gulch Forest Service project, including construction of a replacement trail and decommissioning/rehabilitation of approximately one mile of obsolete trail near riparian resources.

Additional Relevant Background

- Approximately 9 years of equipment-operating experience.
- Substantial professional ski-guiding experience involving terrain and weather assessment, route selection, group management, hazard recognition, and remote decision-making.
- Extensive experience working in mountainous and remote environments where changing conditions require sound judgment and adaptability.

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number (if applicable) of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the related work under the general Contract. Failure to name Subcontractors as required may render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification and/or Work Item</u>	<u>License Number</u>
Pro Inc (David Roe) 1960 Floral Ave, Twin Falls, Idaho 83301. 208-420-3738	Mastication, Mechanical lop and scatter	UEI TU6LYJA9ACB6
Paradigm Shift Enterprises LLC (Eric Swies) 4561 Hillcrest St, Hale, MI, 48739 248-345-0397	Mastication, Mechanical Lop and scatter	UEI: HS6XC8Y937G8

NOTES TO USER

1. This form must be included for all bids.

**City of Pocatello Community Wildfire Defense Grant (CWDG)
Hazardous Fuel Treatment 2026-2029**

**INSTRUCTIONS: FILL-IN ONLY UNIT PRICES - TOTAL AMOUNTS WILL BE AUTOMATICALLY CALCULATED
PLEASE PROVIDE A HARD COPY OF THIS PRICE SHEET AS WELL AS AN EXCEL AND/OR ADOBE PDF ELECTRONIC VERSION
WITH SUBMITTAL**

UNIT 1 EAST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas - East Bench Parcels > 5 acres. This unit is composed primarily of public or large private parcels located along the east bench of Pocatello.

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$1,535.00	\$1,535.00
2	Mechanical Cutting - Lop and Pile	1	AC	\$3,375.00	\$3,375.00
3	Handcutting Lop and Pile	1	AC	\$2,850.00	\$2,850.00
4	Handcutting and Haul	1	AC	\$3,250.00	\$3,250.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$125.00	\$125.00
6	Material Disposal - Chip and Haul	1	Tons	\$225.00	\$225.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$250.00	\$250.00
8	Re-seeding	1	AC	\$350.00	\$350.00
9	Signage and Traffic Control	1	N/A	\$2,000.00	\$2,000.00
10	Mobilization	1	N/A	\$4,000.00	\$4,000.00
11	Best Management Practices	1	N/A	\$3,000.00	\$3,000.00

UNIT 2 EAST BENCH PRIVATE PARCELS

CWDG Treatment Areas - East Bench Parcels < 5 acres. Unit 2 is composed of privately owned parcels on the East Bench of Pocatello in the Satterfield and Highland area.

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$1,843.00	\$1,843.00
4	Handcutting and Haul	1	AC	\$2,717.00	\$2,717.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$125.00	\$125.00
6	Material Disposal - Chip and Haul	1	Tons	\$225.00	\$225.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$250.00	\$250.00
9	Signage and Traffic Control	1	N/A	\$2,000.00	\$2,000.00
10	Mobilization	1	N/A	\$4,000.00	\$4,000.00
11	Best Management Practices	1	N/A	\$3,000.00	\$3,000.00

Drew Hartley, Co-owner, Castle Peak Contracting LLC

Signed  9-17-2026

UNIT 3 WEST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas - West Bench. Unit 3 is composed primarily of public or large private parcels along the west bench of Pocatello in and around the City Creek Land Management area.

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$1,535.00	\$1,535.00
2	Mechanical Cutting - Lop and Pile	1	AC	\$3,375.00	\$3,375.00
3	Handcutting Lop and Pile	1	AC	\$2,850.00	\$2,850.00
4	Handcutting and Haul	1	AC	\$3,250.00	\$3,250.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$125.00	\$125.00
6	Material Disposal - Chip and Haul	1	Tons	\$225.00	\$225.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$250.00	\$250.00
8	Re-seeding	1	AC	\$350.00	\$350.00
9	Signage and Traffic Control	1	N/A	\$2,000.00	\$2,000.00
10	Mobilization	1	N/A	\$4,000.00	\$4,000.00
11	Best Management Practices	1	N/A	\$3,000.00	\$3,000.00

UNIT 4 WEST BENCH PRIVATE PARCELS

CWDG Treatment Area - Johnny Creek. Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area.

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$2,057.00	\$2,057.00
4	Handcutting and Haul	1	AC	\$2,653.00	\$2,653.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$125.00	\$125.00
6	Material Disposal - Chip and Haul	1	Tons	\$225.00	\$225.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$250.00	\$250.00
8	Re-seeding	1	AC	\$350.00	\$350.00
9	Signage and Traffic Control	1	N/A	\$2,000.00	\$2,000.00
10	Mobilization	1	N/A	\$4,000.00	\$4,000.00
11	Best Management Practices	1	N/A	\$3,000.00	\$3,000.00

Pricing Note: The unit prices provided herein are based on the project information, hypothetical conditions, and treatment specifications provided in this solicitation. Actual pricing for future Call Orders will be determined based on the specific scope, site conditions, access, treatment requirements, quantities, and other project-specific factors identified in each Call Order, consistent with the terms of the BPA.

Drew Hartley, co-owner, Castle Peak Contracting LLC

Signed



9-17-2026

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments**Date of Addendum: September 4, 2026****RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.**

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join:

<https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

Addendum # 1:**Administrative/Clerical Changes to RFP language:**

1. A form for listing Subcontractors has been added (see Attachment A of this Addendum)
2. The following language changes/clarifications have been added to the RFP language:

Section C. Price Proposal**Schedule of Items**

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

Drew Hartley - co-owner, Castle Peak Contracting LLC

Signed - 

9-17-2026

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments**Date of Addendum: September 15, 2026****RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.****Addendum # 2****Administrative/Clerical Changes to RFP language:**

The following changes to the RFP language have been made in red text:

Please see revised Section II. B (page 7)

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page,~~ Certificate of Non-Collusion, Certificate of Tax Compliance, and Certification Regarding Lobbying as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)**I. Vegetation Removal****E. Sagebrush, other brush, and noxious/invasive weeds**

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
- All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

Drew Hartley, Co-owner, Castle Peak Contracting LLC

Signed-  9-17-2026

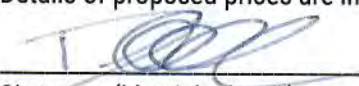
City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.


Signature (blue ink please)

Draw Hartley
Printed Name

CO-Owner
Title

9-11-2026
Date

Castle Peak Contracting LLC
Company Name

Info@CastlePeakContracting.com
Email

202 W Croy St
Street

208 450 3741
Phone

Hailey, ID, 83333
City, State, Zip

Fax

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF Idaho

:SS

COUNTY OF Blaine

Drew Hartley, being first duly sworn, deposes and says that he or she is Co-owner of Castle Peak Contracting LLC, the (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

Signed: [Signature]

Title: Co-owner

Subscribed and sworn to before me

This 11th day of September 2026

(SEAL)

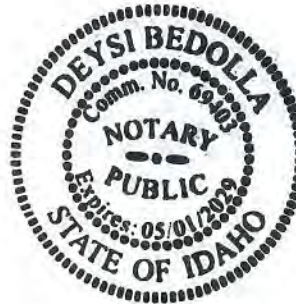
Notary Public in and for the

County of Blaine

State of Idaho

Residing at Blaine County

My Commission expires 05/01/2029



Deysi Bedolla

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF Idaho

COUNTY OF Blaine

:SS

Castle Peak Contracting LLC, being first duly sworn, deposes and says that (Bidder)

he or she IS in conformance with Idaho Code 63-15-2; affiant (is/is not)

states that Castle Peak Contracting LLC has paid or secured to the satisfaction of the (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent including assessments, excises, and license fees levied by the State of Idaho or any taxing unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's business is located.

Dated this 11 day of September, 2026.

Signed:

[Signature]

Title:

Co-owner

Subscribed and sworn to before me

This 11th day of September 2026 (SEAL)

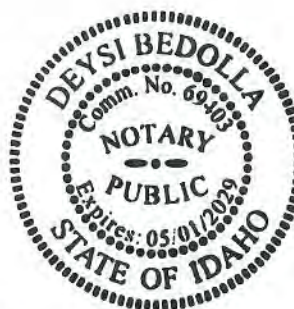
Notary Public in and for the

County of Blaine

State of Idaho

Residing at Blaine County

My Commission expires 05/01/2029



Deysi Bedolla

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: All Contractors and Subcontractors

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

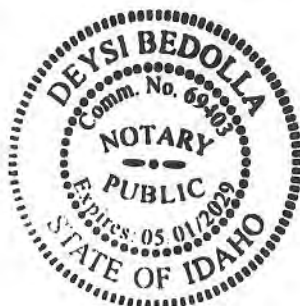
Date: 9-11-2026

Signed: [Signature]

Title: Co-owner of Castle Peak Contracting

DBA: _____

SUBSCRIBED AND SWORN TO before me this 11th day of September, 2026



Deysi Bedolla
Notary Public for D.L. Evans Bank
My Commission Expires: 05-01-2029

Exhibits

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit A
Notice of Award

Date: _____

Project Address: _____

Owner (if applicable): City of Pocatello

To Bidder: _____
Name DBA
Address Phone #

You are hereby notified that your bid dated _____ for the relevant scope of work has been considered. You are the Successful Bidder and are awarded a Contract for the _____. Your contract will be in the amount of [INSERT BID AMOUNT WRITTEN OUT](\$_____).

Within ____ days of the date you receive this Notice of Award, you must attend a preconstruction meeting and execute all contract documents as scheduled by the Program Manager or other city representative. After contract documents have been fully executed, the City will return to you one copy of the documents.

Funder's Approval: City of Pocatello

Mayor Mark Dahlquist _____
Printed Name Signature Date

Reviewed by City:

Grants Division Manager

Notice Given to Contractor on _____, by ☐ US mail ☐ fax ☒ email ☐ in person ☐ by phone

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit B

PRECONSTRUCTION REPORT

Project Address: _____

I, the undersigned, hereby certify that preconstruction discussions were held prior to the signing of contract documents relating to the above address between the city and myself. I fully understand the procedures to be followed for change orders, requests for payment, and inspections. I understand and agree that the work performed must meet the standards of performance required by the City of Pocatello and the Idaho Department of Parks and Recreation Recreational Trails Program and established by the program specifications, scope of work, and all related contract documents.

Signature of Contractor

Title

Business Name

Date

I, the undersigned, hereby certify that I conducted preconstruction discussions with both the owners and contractor for this site address and fully explained questions/concerns to each party.

Signature of Project Manager

Date

My signature below indicates only that Recreation Trails Program requirements prevail on this project. I further certify that said contractor received an explanation of any additional reporting requirements for the project.

Signature of Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit C

Scope of Work

[Insert call/order scope of work]

Date: _____

Signed: _____

Title: _____

DBA: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit D
CONFIRMATION OF BID/CONTRACTOR'S PROPOSAL

Project Address: _____

Date of Bid Closing Date of this confirmation _____

Property Owner: _____

Contractor acknowledge and confirms that the above listed property has been inspected and, fully understands the work to be completed as described in the scope of work dated _____. The contractor has a clear understanding of other pertinent documents issued as part of the bid package, including the program's general Rehabilitation Specifications, and all applicable local codes. Contractor also agrees that ample opportunity was furnished to verify any unclear portion of said scope.

Contractor agrees to furnish and install all labor, materials, and equipment necessary to accomplish the work, as evidenced in the above referenced documents, on the property shown above for the sum of [INSERT BID PRICE IN WORDS] _____ (\$_____) and hereby understands the Contracts and General Provisions governing this project.

If awarded the Contract, Successful bidders shall have five (5) business days from being notified that they are the apparent low bidder in which to provide evidence of current bonding and licensing, unless otherwise approved by the appropriate City official(s).

The Notice to Proceed will signal when the work will commence and the contractor agrees to complete the work within _____ calendar days after starting the work. If applicable the contractor agrees to follow the following construction schedule by line item:

And that the following subcontractors will be utilized on the job:

Name/ License No. _____

Name/ License No. _____

Name/ License No. _____

Signed: _____

Titled: _____

License No _____ Telephone No. _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit E

Contractor's Non-Collusion Affidavit

Project Address: _____

Being first duly sworn, deposes and says that he/she is _____
(Sole owner, a partner, president, secretary,

etc.)

of _____
Name of Business

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive of sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid nor that anyone shall refrain from bidding; that said bidder has not directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element such as bid price, nor that of any other bidder, not to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract that all statements contained in such bid are true, and, further that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, nor contents thereof, nor divulged information or data relative thereto, nor paid and will not pay a fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Titled: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit F
Certification Regarding Lobbying

Project Address: Upper City Creek Trailhead, Pocatello, ID 83204

Applicable to: **All Contractors and Subcontractors**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an offer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grant, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

DBA: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit G
Change Order

Change Order # _____

Date: _____

Project Address: _____

Property Owner: _____

Contractor: _____

The following is a description of changes hereby requested to the contract documents for the above-identified property.

Attach detailed costs; breakdown of each individual component including all materials and labor.

Base Contract Amount \$ _____

Plus Previously-Approved Change Orders \$ _____

List: _____

Plus Change Order Requested Above \$ _____

Revised Contract Amount \$ _____

New Project Completion Date: _____

Contractor Signature: _____

Owner(s) funds are: ☐ adequate ☐ inadequate for this change order

Grants Administrator

The above changes are:

☐ Approved ☐ Rejected

Project Manager: _____

☐ Approved ☐ Rejected

Grants Manager: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit H-1

Unconditional Lien Waiver For Materials

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents the amount owed TO DATE for materials which I have secured in regard to the above-referenced contract and property. I further acknowledge and understand that I am to provide a paid receipt for this materials advance prior to any progress payments. I hereby waive any and all liens or rights thereto, arising out of the attached materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-2

**Unconditional Lien Waiver and
Acknowledgement of Progress Payment**

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this progress payment and that it represents the amount owed to date for all materials and labor which I have furnished in regard to the above-referenced contract and property. I hereby waive any and all liens or rights thereto, arising out of the above-described materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-3

City of Pocatello
Notice of Completion,
Unconditional Lien Waiver, and
Acknowledgement of Final Payment

Project Address/Legal Description: _____

In consideration for the **final** payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents full satisfaction of monies due and owing for all materials and labor which I have furnished in regard to the above-referenced contract and property. All items as appearing on my original bid, addendums if any, and change orders, if any, have been completed in accordance with the contract, applicable building codes, standards, and ordinances. I hereby waive any and all liens or rights thereto, arising out of the labor or materials provided or furnished to me under the terms of the said contract.

Signature of Contractor

Date

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City Staff Review

Project Manager

Date

EXHIBIT I
FINAL INSPECTION/COMPLETION/ACCEPTANCE

Project Address: _____

DATE OF NOTICE TO PROCEED: _____ DATE OF COMPLETION: _____

Contractor: _____

Name

DBA

Address

Phone No.

Owner Certification of Completion/Acceptance:

- 1) Owner certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Owner hereby accepts the work and by such acceptance waives and releases any and all claims or demands of any kind or character whatsoever that Owner may have against Contractor with the exception of any claim which may result from faulty materials or appliances which fail within the warranty period or faulty workmanship which could not be determined at the time of inspection (latent and/or patent defects), and further does hereby release the Contractor from the Contract in that, based upon Owner's inspection and personal examination of the work in progress and as completed, the contractor has fully performed the terms and conditions of said contracts in a workmanlike manner to the satisfaction of the Owner.
- 3) Owner certifies and covenants that all required building inspections have been fulfilled and final inspections and occupancy have been approved.
- 4) Owner acknowledges receipt of any applicable written manufacturers' warranties from the contractor.
- 5) Owner hereby authorizes final payment in the amount of \$_____ on a total final contract of \$_____ be released to the contractor under the terms and conditions of the Agreement between the Owner and Contractor.

Owner(s) Approval: _____

Printed Name

Signature

Printed Name

Signature

Date: _____

Contractor Certification:

- 1) Contractor certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Contractor hereby certifies that the materials, equipment, and appliances provided for the project were new materials (unless specifically identified within the contract), installed in full compliance with all applicable regulations and manufacturers' recommendations.
- 3) Contractor hereby certifies that the work has been completed in accordance with the construction contract and request that final payment (in the amount shown in 5 above) be made and released under the terms and conditions of the Agreement Between Owner and Contractor, which when paid, will be in full satisfaction of monies due and owing under the Contract.
- 4) Contractor hereby guarantees the work performed for a period of one year and certifies that the homeowner has been provided with the original manufacturers' written warranties, where applicable.

Contractor Signature/Title

Date

Project Manager Certification:

The work on the property listed above was performed in accordance with the Scope of Work, Confirmation of Bid/Proposal, and the contract documents for this rehabilitation project. All applicable Building Department inspections have been completed and approved for occupancy. All guarantees and warranties begin as of the completion date indicated at the top of this document.

Project Manager

Date

Grant Administrator Acknowledgement:

The owner(s), contractor(s), and project manager have acknowledged to me the significance of this Notice and I hereby approve this document.

Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit J
Payment Request #_____

City of Pocatello
Planning and Development Services
911 N. 7th Ave, P.O. Box 4169
Pocatello, ID 83205-4169

Date:_____

☐ **Advance**

(Requires Materials List from Vendor with the property Address)

☐ **Progress**

(Paid receipt for materials advance to be attached to first progress payment)

☐ **Final**

(Requires Completed Exhibit L Form)

Project Address: _____

Property Owner: _____

Contractor: _____

CONTRACTOR'S REQUEST FOR PAYMENT: Request is hereby made for payment in connection with the executed contract, as shown below and in the attached Progress/ Inspection Report:

1. Original Contract Amount \$ _____
2. Total Approved Changed Orders \$ _____
 - A. _____
 - B. _____
3. Revised Contract Amount. \$ _____
(Line 1 + Line 2)
4. Previous Payments to Date \$ _____
5. Currently Available Funding \$ _____
(Line 3 – Line 4)
6. Current Payment Request \$ _____
(see attached spreadsheet)
7. Balance of Available Funds Remaining \$ _____

Vendor #	Date
Account #	
Project #	
Amount \$	
Dept. Approval	
Budget Approval	
Group #	Trans #

I hereby certify the foregoing request is just and correct; that the amount claimed is legally due after allowing all just credits, adjustments, and change orders; and that no part of the amount on Line 7 has been previously paid.

Contractor's Signature/Title

Business Name

Project Manager Signature

Grants Division Manager

CR Fence

CONTRACT

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

This Contract is by and between City of Pocatello (Owner) and
CR Fence Company, LLC (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Attachment B - Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.
 2. This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along the CWDG Project Area Wildland Urban Interface (WUI) priority areas by removing junipers on City-owned and private property.
 3. The City seeks qualified contractor(s) to conduct the hazardous fuel treatments in accordance with Attachment A – Master Treatment Specifications, including vegetation removal and material disposal, for specific project sites to be designated by Calls/Orders.
 4. This contract establishes an agreement with a qualified contractor that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products or work orders are to

2020 ISPMC 00522

Modified from EJCDC® C-522, Contract for Construction of a Small Project.

Copyright © 2016 National Society of Professional Project Managers, American Council of Project Managing Companies,
and American Society of Civil Project Managers. All rights reserved. Page 1 of 19

be provided by the Contractor and coordinated with the Owner and Project Manager. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Project Manager. Project Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Project Manager will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Project Manager or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract
 - 2. Attachment A – Master Treatment Specifications
 - 3. Attachment B – Project Area Maps
 - 4. Attachment C - RFP
 - 5. Attachment D - Contractor Submission to Request for Proposals
 - 6. The following Exhibits which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Exhibit A – Notice of Award
 - b. Exhibit B – Preconstruction Report
 - c. Exhibit C – Call/Order Scope of Work and General Hazard Fuel Reduction Prescription
 - d. Exhibit D – Confirmation of Bid
 - e. Exhibit E – Non-Collusion Affidavit
 - f. Exhibit F – Certification Regarding Lobbying
 - g. Exhibit G – Change Order
 - h. Exhibit H-1 – Materials Lien Waiver
 - i. Exhibit H-2 – Lien Waiver
 - j. Exhibit H-3 – Final Lien Waiver
 - k. Exhibit I – Final Inspection
 - l. Exhibit J – Pay Request Change Orders

- B. Federal Provisions – The following federal provisions are incorporated by reference:
1. Federal Financial Assistance Award of Domestic Grant 26-DG-11040613-604 between City of Pocatello and the USDA, Forest Service (Community Wildfire Defense Grant Portneuf Valley Wildfire Risk Grant Agreement)
 2. US Forest Service General Terms & Conditions including Forest Service Federal Financial Assistance General Terms and Conditions and USDA General Terms and Conditions
 3. Subparts A through F of 2 CFR Part 200
 4. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

ARTICLE 3 - PROJECT MANAGER

3.01 Project Manager

- A. The Project Manager for this Project is **the City of Pocatello and their designee(s), including:**

Designee(s):

Charles Samson III
csamsoniii@gmail.com
208-317-5017
High Country RC&D, Inc.

Charity Staggs
landpartners@sicog.org
208-233-4535
Southeast Idaho Council of Governments

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Contract term shall be three years beginning on the effective date of this contract through November 30, 2029 with a mutually executable option to extend for 1 year.
- B. Specific completion dates for individual Calls/Orders will be included in the Call/Order Scope of Work and agreed on by the Contractor upon award of that Call/Order.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Project Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Project Manager for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Project Manager.
- B. The Contractor shall update and submit the progress schedule to the Project Manager each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents base unit prices included in the Contractors response to the RFP Schedule of Items:

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be included in the site specific Call/Order.

- B. Changes to Contract Price
 - 1. Annual Review of Unit Prices – Prices shall remain fixed and firm for the initial 12 months of the agreement. Following the initial period, the Contractor may request a price adjustment. Price adjustments must be presented at least 30 days prior to the effective date of the adjustment and include supporting justification for the adjustment.
 - 2. Adjustment of Base Unit Price outside of Annual Review - Contractors provided base unit prices in their RFP submission that will be the prevailing basis for bids for specific Calls/Orders. In the event the Call/Order requires the Contractor to update their base bid pricing outside of the Annual Review of Pricing as described in 5.01.B.1., the Contractor shall provide the revised unit pricing with supporting justification, including but not limited to documented manufacture price increases, regulatory changes, and labor/material fluctuations.

ARTICLE 6 - BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

6.01 Bonds

A. Before starting Work for any service valued at \$50,000 or greater, Contractor shall furnish a performance bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>\$1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u></u>
Bodily Injury/Disease Aggregate	\$ <u></u>

- b. Commercial General Liability:

General Aggregate	\$ <u>\$1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>\$2,000,000</u>
Personal and Advertising Injury	\$ <u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>\$1,000,000</u>

- c. Automobile Liability herein:

NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.

Bodily Injury:	
Each Person	\$ <u></u>
Each Accident	\$ <u></u>

Property Damage:

Each Accident \$ _____

Combined Single Limit of: \$ \$1,000,000

d. Excess or Umbrella Liability:

Per Occurrence \$ \$1,000,000

General Aggregate \$ \$2,000,000

e. Contractor's Pollution Liability:

Each Occurrence \$ _____

General Aggregate \$ _____

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Project Manager and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Project Managers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Project Manager except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall maintain a Class B license with the City of Pocatello prior to starting work.
- C. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Project Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.07 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Project Manager upon completion of the Work.

7.08 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Project Manager and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
 - D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
 - E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Project Manager determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.09 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Project Manager specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Project Manager will provide timely review of shop drawings and samples.
- E. Project Manager's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Project Manager's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Project Manager and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals.
- H. Shop drawings are not Contract Documents.

7.10 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Project Manager and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.11 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.12 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Project Managers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Project Manager.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION

9.01 Project Manager's Status

- A. Project Manager will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Project Manager as Owner's representative during construction are set forth in this Contract.
- B. Neither Project Manager's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Project Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Project Manager, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Project Manager to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Project Manager will make visits to the Site at intervals appropriate to the various stages of construction. Project Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Project Manager has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Project Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Project Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Project Manager's decision, subject to the need for Project Manager's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other Project Management or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Project Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Project Manager will promptly:
 1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Project Manager's findings, conclusions, and recommendations.
- C. After receipt of Project Manager's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Project Manager's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Manager promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Project Manager will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Manager, Contractor shall, if requested by Project Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Project Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Project Manager has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to

Project Manager. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Project Manager, no more frequently than monthly, to Project Manager. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Project Manager will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Project Manager will recommend reductions in payment (set-offs) which, in the opinion of the Project Manager, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.05 Substantial Completion

- A. The Contractor shall notify Owner and Project Manager in writing that the Work is substantially complete and request the Project Manager issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Project Manager an initial draft of punch list items to be completed or corrected before final payment.
- B. Project Manager will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Project Manager does not consider the Work substantially complete, Project Manager will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Project Manager considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Project Manager will deliver to Owner a

certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Project Manager will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Project Manager's written recommendation of final payment.

14.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Project Manager. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in

the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Project Manager, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Israel Boycott

- A. Pursuant to Idaho Code §67-2346 (2), Contractor hereby certifies that is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel or territories under its control.

17.08 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.09 Designated Representatives

CONTRACTOR

CR Fence Company, LLC
Cody Redford
2080 W Portneuf Road
PO Box 76
Inkom, ID 83245

OWNER

City of Pocatello
Mayor Mark Dahlquist
911 N. 7th Ave
Pocatello, ID 83201

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on November 5, 2026 (which is the Effective Date of the Contract).

OWNER:

City of Pocatello

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

CONTRACTOR:

CR Fence Company, LLC

Cody Redford

By: _____

Title: Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:
2080 W. Portneuf Rd.
PO Box 76
Inkom, ID 83245

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

ATTACHMENT A

MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders. Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80%~~

~~of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~

- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
 - ~~▪ If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
 - ~~▪ In some areas material can be dragged to where mastication or mulching machinery can reach it.~~
- D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.
- E. Sagebrush, other brush, and noxious/invasive weeds
- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
 - All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
 - All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
 - Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 - 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre

(density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.

2. Do not leave trees within 100' of structures.
3. All trees under power lines or identified utilities shall be cleared
4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.

iii. Limbing of remaining trees.

1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 1. Do not leave trees within 100' of structures.
 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City to account for needed clearance.
 3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow-the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing

appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.

- Contractor shall provide a traffic control plan as requested per call/order

- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.
- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
- H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

V. Seasonality, Hours, and Days of Operation:

- A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
- B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
- C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.

VI. Location of Project Areas:

- A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.

VII. Project Boundary Marking:

- A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.

VIII. Notification of Cessation or Restart of work:

- A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.

IX. Personnel Requirements:

- A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
- B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.

1. LICENSING, INSURANCE AND BONDING REQUIREMENTS

- I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
- II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
- III. Contractor shall maintain a license with the City of Pocatello.
- IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
- V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

2. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

3. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

4. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

5. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

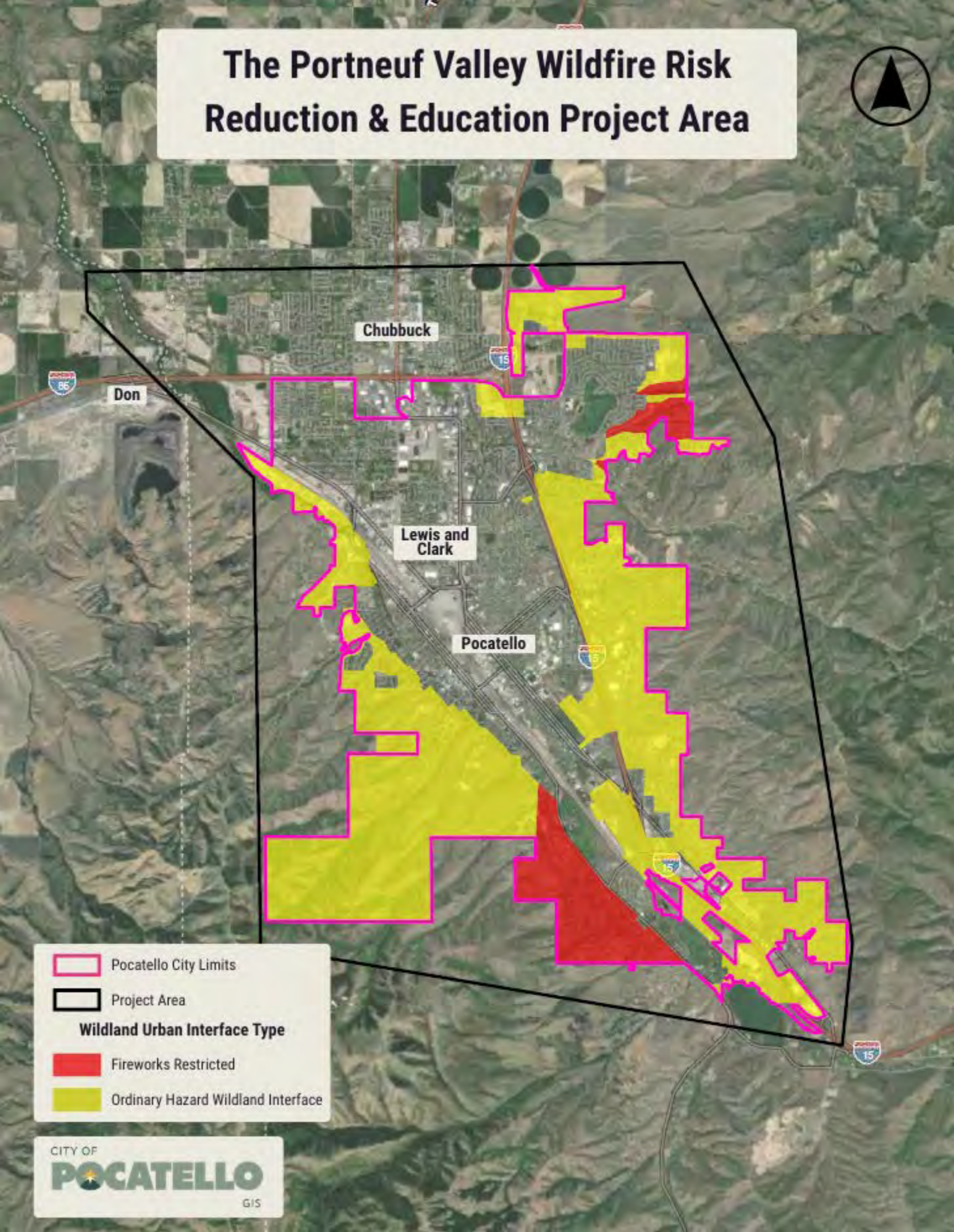
Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Attachment B - Project Area Maps

The Portneuf Valley Wildfire Risk Reduction & Education Project Area



Pocatello City Limits



Project Area

Wildland Urban Interface Type

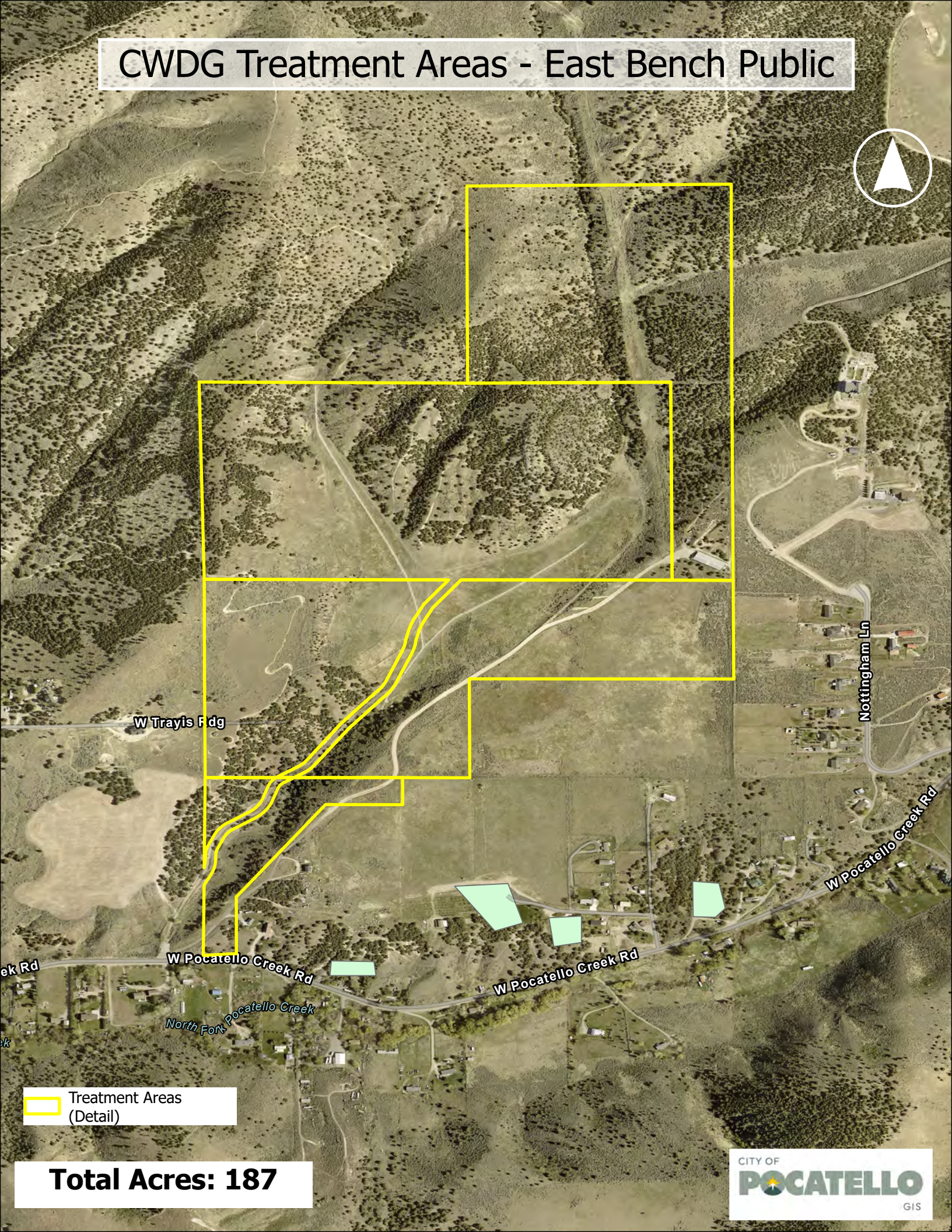


Fireworks Restricted



Ordinary Hazard Wildland Interface

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

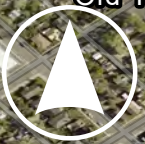
CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

Total Acres: 136

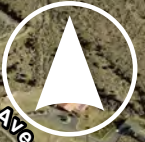
CWDG Treatment Areas - West Bench



 Treatment Areas
(Detail)

Total Acres: 157

CWDG Treatment Areas - Johnny Creek



 Treatment Areas
(Detail)

Total Acres: 46

Attachment C

Request for Proposals:

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments



REQUEST FOR PROPOSALS

Hazardous Fuel Treatments

Project Title: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Due: September 25, 2026 at 3:00PM MT

Awarding Authority: The City of Pocatello

Contact:

Christine Howe
911 N. 7th Ave
Pocatello, ID 83201
208-234-6186
chowe@pocatello.gov

Date Issued: August 25, 2026 after 8AM

CITY OF POCATELLO
REQUEST FOR PROPOSALS (RFP) – Portneuf Valley Wildfire Risk Reduction and Education Program
Hazardous Fuel Treatments

Section I. Introduction

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

The City, a municipal corporation located in Southeast, Idaho, is issuing this Request for Proposals (“RFP”) and anticipates selecting contractors that have experience working in a local government setting and have familiarity with Federal regulations. Only the firms responding to the RFP will be considered. The City will evaluate responses to select qualified firms and enter into contract for a three-year period with options of two (2) one-year extensions through mutual consent between the City and selected contractors.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

1. **The technical proposal shall address specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Schedule/Availability.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
2. **The price proposal shall provide pricing for ALL Items in the Schedule of Items.** Quotes should be specific to the project area and based on the hypothetical scenario as described on page 17 of the solicitation (Description of Conditions) and hypothetical, technical specifications of Appendix A. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
3. **Fill out and include the required representations and certifications (Appendices A through D) that are included in the solicitation.**

Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls/orders submitted for future specific projects.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Calls/Orders for specific projects will be emailed to only the contractors awarded under this BPA. All contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

This solicitation is being conducted in accordance with the provisions of Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions), the City of Pocatello Purchasing Policies, and Code of Federal Regulations 2 CFR 200. Those provisions are hereby incorporated by reference into this RFP. All contracts must be strictly awarded in accordance with the requirements of the RFP. Section 3, disadvantaged business enterprises, minority owned businesses, and women owned businesses are especially encouraged to apply. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective Respondents who received copies of the original request.

Proposal Due Date: September 25, 2026 at 3:00 PM MT

RFP Name: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

RFP Availability: <https://pocatello.gov/Bids.aspx>

Return RFPs to: City of Pocatello
Attn: Christine Howe – Grants Division
911 N. 7th Avenue
Pocatello, ID 83201

Any questions pertaining to the scope of services in this solicitation should be submitted in writing. All answers will be in the form of an addendum and sent to registered Respondents. All questions must be submitted in writing no later than 5:00 PM MT on June 1, 2026 to Christine Howe, Grants Manager via email at chowe@pocatello.gov.

Please read this entire document before responding or submitting questions. Thank you for your interest.

RFP Issuance	August 25, 2026
RFP Virtual Instructional Meeting	September 10, 2026 at 3:00PM MT
Questions Deadline	September 14, 2026 at 5:00PM MT
Proposals Due	September 25, 2026 at 3:00PM MT
Anticipated Selection	Week of September 28, 2026
Anticipated Contract Start	November 5, 2026

Section II

I. Instructions & Submission Requirements

A. Instructions

1. Instructions for Submitting a Proposal

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

- 1. The technical proposal shall address four specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Benefit to Local Community.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
- 2. The price proposal shall provide pricing for ALL Items in the Schedule of Items (provided as Attachment A).** Quotes should be specific to the project area and based on the hypothetical scenario as described in Section V. C. of the solicitation. Pricing is required for ALL items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Call/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
- 3. Fill out and include the required representations and certifications (Appendix A through D) that are included in the proposal package.**

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls submitted for future specific projects.

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA. All Contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

If you have questions regarding the solicitation package or issues accessing the solicitation documents on <https://pocatello.gov/Bids.aspx>, please contact Christine Howe at chowe@pocatello.gov.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join: <https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

2. Place for Submission

Proposals are to be submitted by mail or in person to Pocatello City Hall, Attn: Planning and Development Services, 911 N. 7th Avenue, Pocatello, ID 83201 by 3:00PM MT on September 25, 2026. Proposals will be considered on time if received by the Submission Deadline using the time on the clock located in the City of Pocatello's Planning and Development Services Department at City Hall. Postmarks will not be considered. E-mail submissions will not be accepted. The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. If, at the time that proposals are due, City Hall is closed due to uncontrolled events, proposals will be accepted until 3:00PM MT on the next day that City Hall is open. No individual extensions of this deadline will be granted. Late proposals will be deemed "non-responsive" and will not be opened. They may be picked up by the Respondent if so desired.

3. Idaho Code

Attention of all Respondents is directed to Title 67, Chapter 28 of the Idaho Statutes governing transactions involving requests for proposals, and to all other applicable sections of the Idaho Code as most recently amended which govern the award of this contract.

4. Disclosure of Information

Submission of a proposal shall be deemed acknowledgement that the Respondent is familiar with the Idaho Public Records Law, Idaho Code §74, and is bound thereby. Disclosure of any information provided by a Respondent in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to Idaho Code §74. To review copies of proposals after contracts have been awarded, contact the RFP contact person identified in this RFP or submit a written request in compliance with the Idaho Public Record Law using the City of Pocatello Public Records Request Portal, available at: <https://pocatello.gov/251/Records-Requests>.

Date Issued: August 25, 2026 after 8AM

5. Reservation of Right

The City of Pocatello may cancel this Request for Proposals or may reject in whole or in part any and all responses or proposals when it is determined that said cancellation or rejection serves the best interests of the City. The City reserves the right to reject any or all proposals after determining if each response is responsive and responsible.

6. Non-Collusion

It is understood that the Respondent has submitted the proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion, Appendix B. Respondents are required to complete this form. Failure to do so will result in a rejection of the proposal.

7. Cost of Proposal

All costs involved in preparing the proposal will be borne by the Respondent. The City or any Department, Division, employee or section of the City will not be liable for any costs associated with the creation of the proposal.

8. Incomplete or Conditional Proposals

Proposals, which are incomplete, conditional or obscure, may be rejected. No award will be made to any Respondent who cannot satisfy the awarding authority that they have sufficient ability and sufficient capital to enable them to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive, and binding.

B. Submission Requirements

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and **MUST** mirror paper versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.
3. Failure to submit proposals in the format described herein may result in the rejection of the proposal.
4. The contract is scheduled to be awarded within sixty (60) days of this proposal opening. This RFP as well as the successful Respondent's proposal will become part of the contract.
5. By submitting a signed proposal, the proposer acknowledges and agrees to the City of Pocatello's "Terms and Conditions" contained in Section III: Terms and Conditions.
6. If any changes are made to this RFP, an addendum will be distributed to all Respondents who have received the RFP and posted on the City bid page.
7. A Respondent may correct, modify, or withdraw a proposal by written notice if received by the City prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed

Date Issued: August 25, 2026 after 8AM

envelope clearly labeled "Modification No. _." Each modification must be numbered in sequence and must reference the original RFP. After the proposal opening, a Respondent may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Respondent will be allowed to correct them. If a mistake and the intended correct wording are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct meaning. A Respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording is not similarly evident.

8. Individuals are encouraged to submit proposals; individuals who submit proposals will not be subject to requirements that are only applicable to businesses such as authorized signatory and financial stability certifications. However, individuals will still be required to fill out those applicable portions of the required forms.
9. Proposal prices must remain firm for 90 days after the proposal opening.
10. **Proposals must also include the signed** Price Proposal page, Certificate of Authority page, Certificate of Non-Collusion, Certificate of Tax Compliance, as provided in this RFP. See Appendices for additional details.
11. All proposals must be signed by appropriate, authorized individual or individuals, e.g. if the Respondent is a partnership, by the name of the partnership, with the signature of each general partner. If the Respondent is a corporation, it must be signed by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed, or appropriate certificate of authorization.
12. Written addenda issued by the City will be posted on the City bid page and e-mailed as necessary to all parties that the City is aware have requested documents using the contact information provided to the City. A copy of any addendum as may be issued will be on file with the City. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Respondent should contact Christine Howe via e-mail or phone, if they believe an addendum has not been received. A copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent.
13. The City of Pocatello is the awarding entity that will sign the contract and to whom invoices will be submitted/received and by whom the Respondent will be paid/submit payment.
14. All proposals will be reviewed by the Evaluation committee. A recommendation will be made by the Evaluation Committee to accept the proposal which is in the best interest of the City. The consideration of all proposals and subsequent selection of a successful Respondent shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin. The recommendation will be based on the evaluation criteria (Section V).
15. Failure to complete the enclosed forms, answer any questions, or provide the required documentation will result in the proposal being deemed non-responsive and the rejection of the proposal, unless the City determines that such failure constitutes a minor informality.

Section III. Terms & Conditions

1. General Terms and Conditions

The process of selecting organizations to provide consultation services for the City's benefit requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made as well as compliance with Federal procurement standards outlined in 2 CFR 200 for the implementation portion of this proposal and subsequent successful grant applications.

The City reserves the right to accept or reject all proposals or portions thereof without stated cause. The City reserves the right to re-issue any RFP or cancel the RFP if none of the proposals are deemed satisfactory to the City. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The City may also elect to reject all proposals and re-issue a new RFP.

Clarification of proposals: The City reserves the right to obtain clarification of any point in a Proposer's proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within two business days. The City is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Proposer.

2. Conflict of Interest

By the submission of a proposal, the Proposer agrees to ensure that, at the time of contracting, the Proposer will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Proposer's obligations under the Agreement. The Proposer shall further covenant that, in the performance of the Agreement, the Proposer shall not employ any person, or subcontract with any entity, having any such known interest.

3. Public Information

Information supplied by the Proposer to the City may be subject to the Idaho Public Records Law. Such information shall become public unless it falls within one of the exceptions in the statute, such as security information, trade secret information, or labor relations information. If the Proposer believes any information which is not public will be supplied in response to this RFP, the vendor shall take reasonable steps to identify for the City what data, if any, it believes falls within the exceptions. If the proposal data is not marked in such a way as to identify non-public data, the City will treat the information as public and release it upon request. In addition, the City reserves the right to make the final determination of whether data identified by the proposer as not public falls within the exceptions within the statute.

4. Equal Employment Opportunity

The Proposer agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference,

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

disability, or age. When required by law or requested by the City, the Proposer shall furnish a written affirmative action plan.

Section IV. Project Overview and Scope of Work

1. PROJECT OVERVIEW

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.

In some areas, the junipers within the project boundaries are extremely dense and/or on very steep terrain, exacerbating the fire danger for upslope homes. Removing these species will reduce risk by reducing available fuels and flame lengths if a fire does burn through the area.

2. PURPOSE

This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along Pocatello's east and west bench priority areas by removing junipers on City-owned and private property.

The City seeks qualified contractor(s) to conduct the following treatments, including vegetation removal and material disposal. The City is issuing this Blanket Purchase Agreement to establish a list of qualified contractors that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

Contractors shall provide bid pricing based on the treatment specifications included in this solicitation.

3. MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders.

Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

Date Issued: August 25, 2026 after 8AM

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80% of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~
- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
- ~~• If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
- ~~• In some areas material can be dragged to where mastication or mulching machinery can reach it.~~

D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with stumps treated with herbicide within 5 minutes of cutting.
- All Siberian Pea shrub within treatment area shall be removed, with stumps sprayed with herbicide within 5 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

Date Issued: August 25, 2026 after 8AM

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 - 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.
 - 2. Do not leave trees within 100' of structures.
 - 3. All trees under power lines or identified utilities shall be cleared
 - 4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
 - 5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.
- iii. Limbing of remaining trees.
 - 1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 - 1. Do not leave trees within 100' of structures.
 - 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite

spacing requirements as determined by City to account for needed clearance.

3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.
 - Contractor shall provide a traffic control plan as requested per call/order
- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.

Date Issued: August 25, 2026 after 8AM

- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
 - H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.
- V. **Seasonality, Hours, and Days of Operation:**
 - A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
 - B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
 - C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.
- VI. **Location of Project Areas:**
 - A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.
- VII. **Project Boundary Marking:**
 - A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.
- VIII. **Notification of Cessation or Restart of work:**
 - A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.
- IX. **Personnel Requirements:**
 - A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
 - B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.
- 4. **LICENSING, INSURANCE AND BONDING REQUIREMENTS**
 - I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
 - II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
 - III. Contractor shall maintain a license with the City of Pocatello.
 - IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
 - V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

5. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

6. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

7. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

8. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Section V. Technical Proposal and Price Proposal Submission Requirements

A. Selection Process

1. Only those Respondents who submit all forms and materials as required will be considered responsive.
2. The City has determined that the selection of contractors for these services requires comparative judgement of factors (evaluation criteria) to determine qualifications. The proposals will be evaluated to determine the technical qualifications of the contractors and the unit prices provided.
3. Only those contractors deemed responsive will be awarded A responsive proposal is one that meets the minimum submission requirements and is rated at least 50% for each evaluation criteria item included in the RFP.
4. Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.
5. Multiple awards may result from this procurement.

B. Technical Proposal Requirements

Proposal shall be a maximum of 10 pages, not including any attached resumes or required forms. No font may be smaller than 11 point for body text or smaller than 9 point for other text. Page numbers are given for 8.5"x11" sheets. Any pages in excess of the 10-page limit will not be included in the review. The proposal shall address the following components:

1. Introductory Cover Letter (recommend 1 page)
2. Team and Key Personnel Qualifications (recommend 2-3 pages)
 - Describe the project team including name and office location of key personnel including any subcontractors and their experience and familiarity working in the Pocatello Area or other similar geographic location on hazardous fuel treatment projects.
 - o Identify the project manager who will be responsible for this project. List the project manager's relevant experience and similar work.
 - o Identify the project foreman who will be responsible for the on-the-ground crews and daily operations
 - o Describe the key personnel's proposed roles and responsibilities on this project
 - Include relevant experience or knowledge of the Team members/Personnel with conducting similar work.
 - Proposal should include a resume for each team member in an appendix. As noted, the appended resumes will not be counted toward the page limit.
3. Equipment (2-3 pages)
 - Describe the equipment that will be used for each treatment method including:
 - i. Mechanical mastication
 - ii. Mechanical lop pile/lop and scatter
 - iii. Handcutting
 - iv. Material disposal – chipping/mulching and removal
 - v. Chemical treatment

Date Issued: August 25, 2026 after 8AM

- Equipment descriptions should be sufficient to ensure treatment specifications can be met ie – stump height, chipping, size of masticated material, composition of chemicals used to treat, etc.)
- 4. Relevant Past Performance (2-3 pages)
 - Provide at least two examples of previous similar work in communities comparable to Pocatello and other Idaho communities that demonstrate experience working in similar terrain, geographies, climates, and other factors that influence the treatment methodology and assessment. The examples shall include location, project type, status, and a brief description of project scope & status.
 - Provide a minimum of three references, including: 1) company name 2) contact name 3) phone number 4) email address 5) name of project or contract
- 5. Timeline Schedule (recommend 1 page)
 - Provide a detailed typical project schedule including major milestones and deliverables for a call/order for the proposed treatment scenario included in this RFP
 - This should include number of days for mobilization, typical days for mastication/handwork,

C. Price Proposal

Bid pricing should be specific to the project area and based on the hypothetical scenarios (Description of Conditions) and hypothetical, technical specifications. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are the base price rates (“shelf rates”) that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task for that specific calls/order.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor bids for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the bids on individual BPA Calls/Orders submitted for future specific projects. Bids should be reflective of the Treatment Specifications required for the work as provided in Section IV of this RFP.

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than XX degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Unit 1 East Bench

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 2 East Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Item 15 – Mobilization
- Item 16– Best management practices

Unit 3 West Bench

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 4 West Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Piece size shall be no longer than XX”

Date Issued: August 25, 2026 after 8AM

- Masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site. See Items 10 and 11 for Specifications for Material Disposal.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using other treatment method (Items 4, 5, 6, 7, 8).

Item 2: Mechanical Cutting Lop & Pile

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
3. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
4. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
5. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
6. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
7. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.
8. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
9. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 3: Hand Cutting Lop & Pile

1. Where mechanical Lop & Pile is infeasible on slopes of 30 degrees or greater, hand cutting lop and pile will be used.
2. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
6. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
7. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
8. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.

Date Issued: August 25, 2026 after 8AM

9. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
10. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of XX degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Item 5: Chip & Broadcast

- Mechanically process (chip) all designated live/dead trees
- Contractor shall practice due diligence to ensure chipping will achieve the smallest piece size feasible, as well as uniformity in piece size.
- Chipped material shall be broadcast or spread to a depth of no more than six inches (6"). Excess chips must be removed off-site. See Item 8.

Item 6: Chip & Haul

- Mechanically process (chip) all designated live/dead trees
- Haul any chipped material in excess of the six inch (6") depth spread.
- Excess chips must be removed off-site

Item 7: Stump & Shrub Treatment with Herbicide

1. Will work with City to determine type/mix of herbicide chemical treatment needed for project area
2. Apply herbicide to shrub within 10 minutes of cutting
3. Application method may include low-pressure backpack or handheld sprayer

Item 8: Re-Seeding (acres)

1. Reseed with native seed mix similar to what is growing at site
2. Seeding to occur in winter/spring, not during dry conditions
3. Limit to city-owned property.
4. Re-seeding can be done by drill seeding, hydroseeding or by hand depending on terrain and site conditions

Item 9: Signage and Traffic Control

1. The Contractor shall provide signage on all public roads/public access points warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.

Date Issued: August 25, 2026 after 8AM

2. Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
3. Smaller signs may be used on non-paved roads/access trails. Many areas may be traveled by the public for recreation purposes. The City will issue press releases to notify the public of any trail closures on publicly owned lands. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels. No debris shall be masticated onto City paved streets/sidewalks.

Item 10: Access Roads and Trails

1. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.

Item 11: Erosion Control

1. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.

Item 12: Soil Tracking and Berming

1. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.

Item 13: Sediment Control and Track Off

2. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.

Item 14: Stormwater Facilities

3. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

Item 15: Mobilization (# of days)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 16: Best Management Practices

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

D. Proposal Evaluation Criteria

Category	Maximum Points
I. Key Personnel Expertise & Experience of Project Team <ul style="list-style-type: none">a. Provides sufficient project team to complete the workb. Clearly defines roles of the project team, including any subconsultants and the project team lead/project manager and on-the-ground foremanc. Demonstrates experience and expertise of project team in completing work described in scope	30
II. Equipment <ul style="list-style-type: none">a. Demonstrates experience utilizing proper equipment to complete treatment specificationsb. Has access to necessary equipment for different treatment methodologies	20
I. Completion of Similar work in recent years <ul style="list-style-type: none">a. Demonstrates completion of hazardous fuel treatment work using treatment specifications identified in RFPb. Previous similar work demonstrates compatibility with the Pocatello geography, terrain, climate, and other factors that will influence the assessmentc. Provides examples and references requested data, integration with mapping systems, etc.	25
II. Detailed Timeline demonstrating ability to deploy crews to complete work for calls/orders	25
TOTAL	100

Date Issued: August 25, 2026 after 8AM

Section VI. Contract Award

The City intends to evaluate proposals and award contract(s) without discussions with Respondents (except for clarification purposes). The City reserves the right to reject any and all offers for any reason whatsoever in the City's sole discretion; to waive immaterial project requirements; and to pursue purchasing in a manner that is in the best interests of the City.

The Respondents deemed qualified to provide the services required for the proposed project will be notified in writing through a notice of award. Once an agreement is reached with the awarded Respondent(s), the City will provide a service agreement with the City of Pocatello for signature and full execution.

If after negotiation and consideration, the City is unable to reach an acceptable agreement with the Respondent, the City will terminate negotiations with the Respondent and/or withhold the award for any reason and/or elect not to proceed with any of the proponents and/or re-solicit via a new RFP.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA.

Calls/Orders will be made for services and a subsequent Notice to Proceed will be issued to formally begin work.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.

Signature (blue ink please)

Printed Name

Title

Date

Company Name

Email

Street

Phone

City, State, Zip

Fax

Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

**AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.**

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and
says that _____ (Bidder)

he or she _____ in conformance with Idaho Code 63-15-2;
affiant _____ (is/is not)

states that _____ has paid or secured to the satisfaction
of the _____ (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent
including assessments, excises, and license fees levied by the State of Idaho or any taxing
unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's
business is located.

Dated this _____ day of _____, 20_____.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: All Contractors and Subcontractors

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

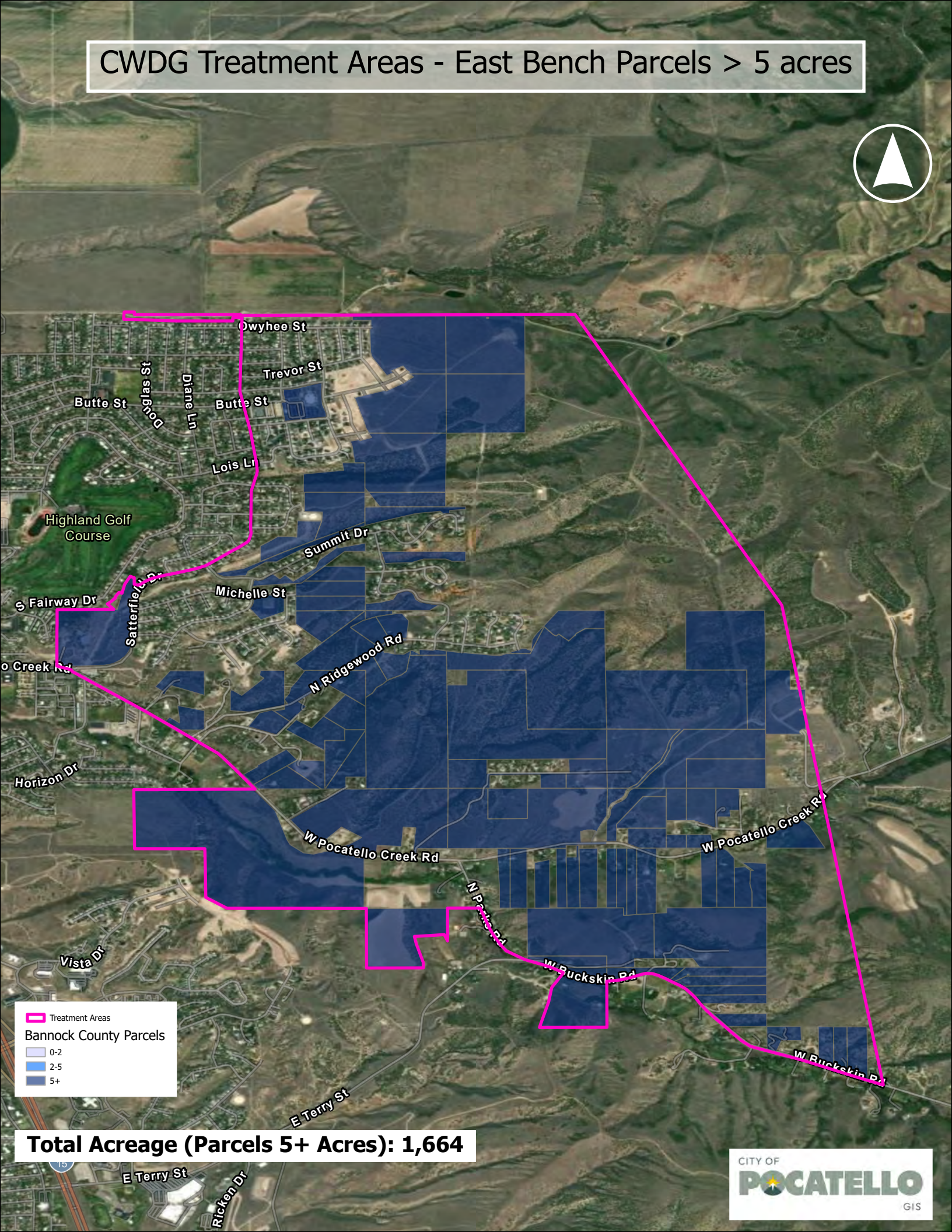
DBA: _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__

Notary Public for
My Commission Expires: _____

Reference Maps for Attachment A Schedule of Items

CWDG Treatment Areas - East Bench Parcels > 5 acres



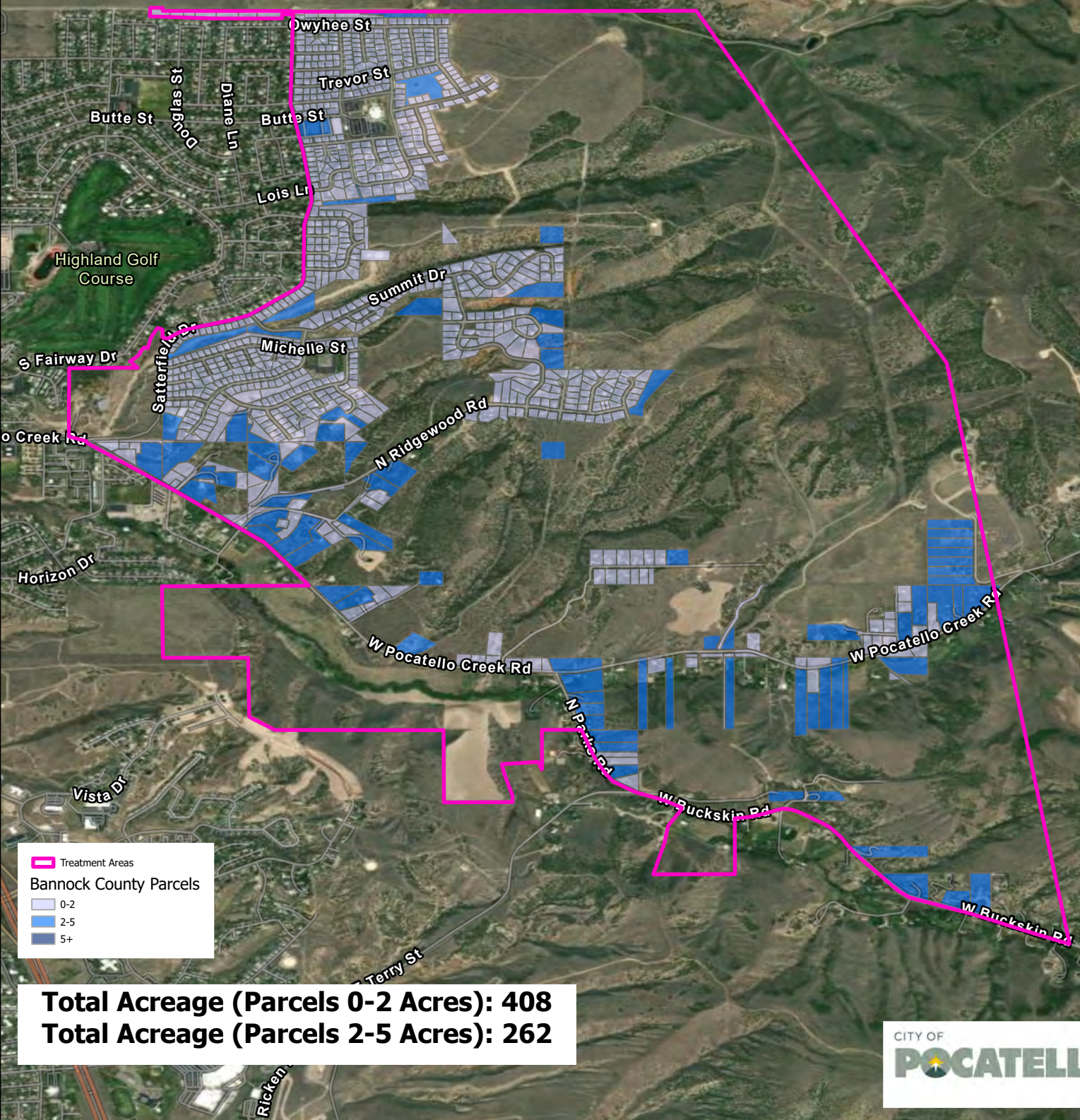
Treatment Areas

Bannock County Parcels

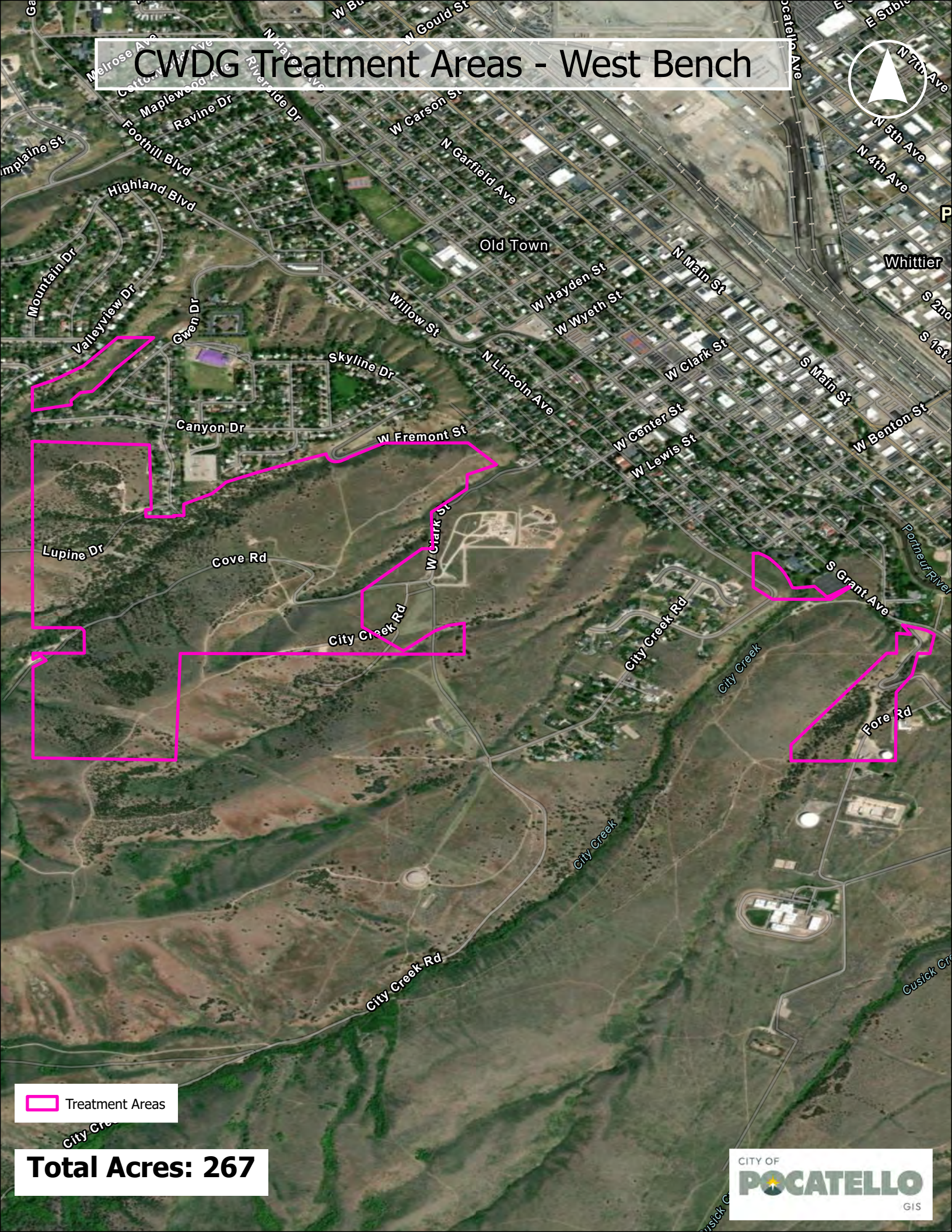
- 0-2
- 2-5
- 5+

Total Acreage (Parcels 5+ Acres): 1,664

CWDG Treatment Areas - East Bench Parcels < 5 acres



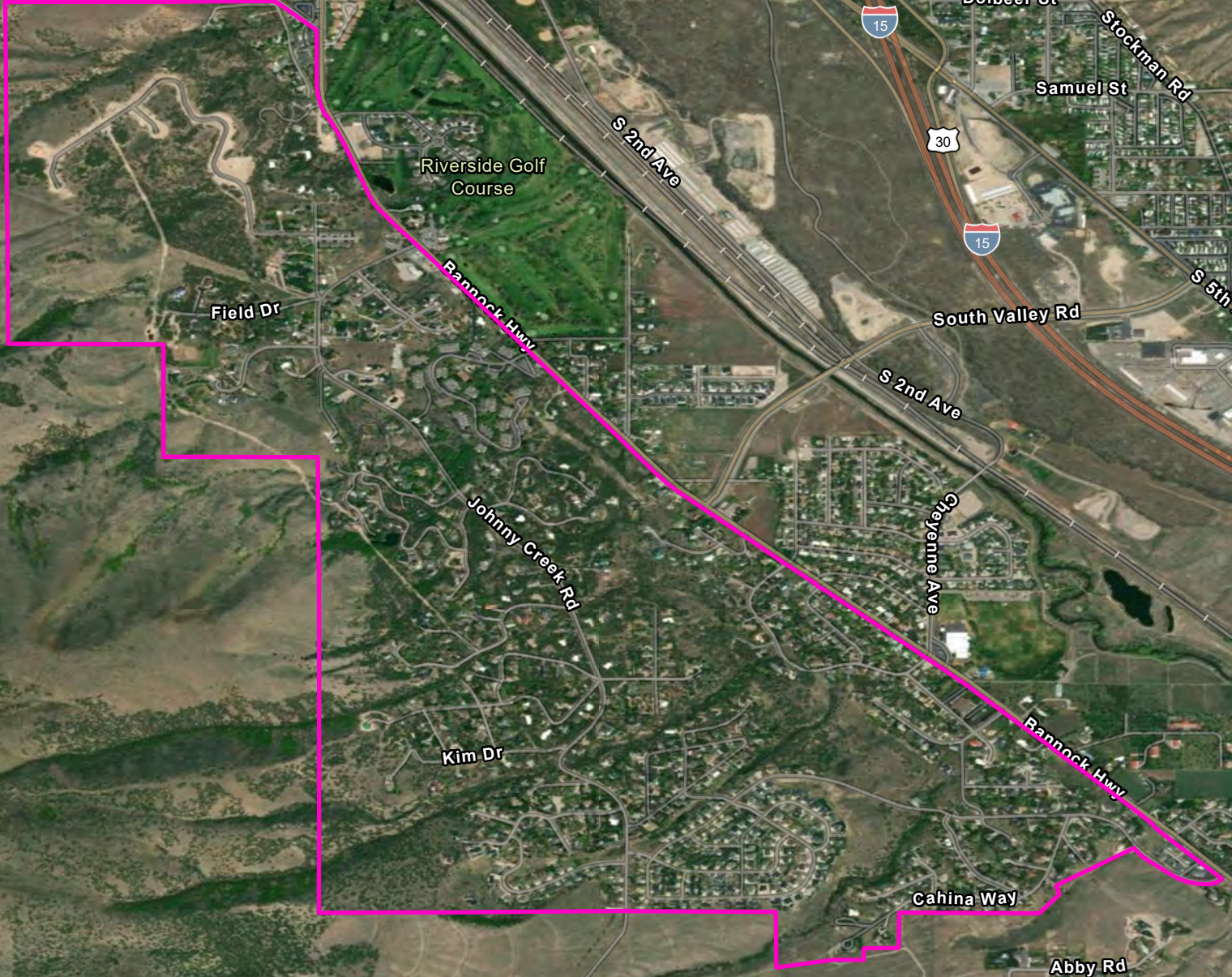
CWDG Treatment Areas - West Bench



 Treatment Areas

Total Acres: 267

CWDG Treatment Areas - Johnny Creek



 Treatment Areas

Total Acres: 1,040

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 4, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join:

<https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

Addendum # 1:

Administrative/Clerical Changes to RFP language:

1. A form for listing Subcontractors has been added (see Attachment A of this Addendum)
2. The following language changes/clarifications have been added to the RFP language:

Section C. Price Proposal

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes of 30 degrees or greater
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Contractor should conduct multiple passes to grind as much material as possible and achieve mulch size. Those remnants that are not mulched should not exceed 4 feet x 3 inches in size.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of 30 degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Responses to Questions:

Question 1: If we do not typically provide the type of work on the bid item sheet, do we still have to provide a price for the work to be considered?

Answer to Question 1: Yes, respondents must provide pricing for all items requested. Respondents may include the full cost to fulfill the work including if additional equipment/labor will be needed or if another entity will be subcontracted to conduct that portion of work. If subcontractors are to be used for items, these must be named on the Naming of Subcontractors Form (see Attachment A of this Addendum).

Question 2: After the contracts are awarded under this procurement, will I be able to adjust my bid pricing for the individual/site specific jobs that are bid out?

Answer to Question 2: Yes. The pricing submitted under this RFP will establish baseline unit pricing for the items. As individual or specific job sites are identified, a site-specific scope of work will be issued and final and best prices will be requested from the contractors qualified under this RFP. Economic increases in prices will be allowed with verified labor/material cost shifts due to site-specific specifications. In addition, the final negotiated contracts will allow for periodic price reviews over the term of the contract, such as on a quarterly or annual basis.

Question 3: The RFP documents request submission of a technical proposal and a price proposal which include an excel sheet. Do we submit the RFP as a hard copy or via email?

Answer to Question 3: Respondents should follow the instructions in the RFP and Submission Requirements which request a bound, single-sided hard copy and one electronic copy on portable media. Email submissions will not be acceptable. Per Section B. Submissions Requirements:

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and **MUST** mirror paper

versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.

Attachment A – Naming of Subcontractors Form

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number (if applicable) of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the related work under the general Contract. Failure to name Subcontractors as required may render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification and/or Work Item</u>	<u>License Number</u>
_____	_____	_____

_____	_____	_____

_____	_____	_____

_____	_____	_____

NOTES TO USER

1. This form must be included for all bids.

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 15, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

Addendum # 2

Administrative/Clerical Changes to RFP language:

The following changes to the RFP language have been made in red text:

Please see revised Section II. B (page 7)

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and Certification Regarding Lobbying as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)

I. Vegetation Removal

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
- All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

4. LICENSING, INSURANCE AND BONDING REQUIREMENTS (page 14):

I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.

II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.

III. Contractor shall maintain a **Class B** license with the City of Pocatello.

IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.

V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

Schedule of Items (page 17)

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than 30 degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.
- **All Master Treatment specifications not included as individual items below shall be assumed in the scope of work and pricing should reflect adherence to those requirements. For example, erosion control specifications have been removed from the per item pricing and are not itemized but should be included in the per acre cost of completing the work.**

Unit 1 East Bench (page 18)

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. See Map A and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 2 East Bench (page 18)

Unit 2 is composed of privately owned parcels located on the East Bench of Pocatello in the Satterfield and Highland area. See Map B and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide

- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 3 West Bench (page 19)

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See Map C and click here to view a map of the proposed conditions:

<https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 4 West Bench (page 19)

Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area. See Map D and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

...

Item 7: Stump & Shrub Treatment with Herbicide (page 21)

1. Type/mix of herbicide chemical treatment needed for project area will be adequate to treat invasive species noted in this specification
2. Provide the City with an herbicide treatment plan prior to invasive (Russian Olive and Siberian Pea) vegetation removal. Chemical treatment shall be approved by City prior to authorization.
3. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
4. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.

5. Application method may include low-pressure backpack or handheld sprayer.

Item 10: Access Roads and Trails

1. ~~All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.~~

Item 11: Erosion Control

1. ~~Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.~~

Item 12: Soil Tracking and Berming

1. ~~Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.~~

Item 13: Sediment Control and Track Off

2. ~~Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.~~

Item 14: Stormwater Facilities

3. ~~Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.~~

Item 10: Mobilization (# of days) (page 22)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 11: Best Management Practices (page 22)

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

Updated Schedule of Items

See spreadsheet attachment titled: "REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029 Schedule of Items".

Responses to Questions:

Question 1: Contractors asked clarifying questions regarding seeding and re-seeding, specifically if it would be required on all areas and in all scopes?

Answer to Question 1: Re-seeding is anticipated to be in very limited areas and will be specified on the particular call/order for the detailed scope of work. For bid pricing, re-seeding is limited to city-owned parcels and applies to scenarios Unit 1 and Unit 3 for this RFP. The seeding pricing should be based on the Item 8 specifications.

Question 2: Is limbing required at 6 feet or higher?

Answer to Question 2: Any remaining juniper shall be limbed up 6 feet from the ground.

Question 3: If the contractor creates burn piles, will the City Fire Department staff be conducting the burning?

Answer to Question 3: The Contractor should include pricing for lop and pile items 2 and 3; however, each specific call/order will detail if lop and pile is the preferred treatment for the particular area. In the event lop and pile is a treatment specification, the City will coordinate with the Contractor for piles (locations) and when the burning would take place. Based on current priority areas, lop and pile will be in very limited areas and limited circumstances. If there is burning, City Fire Department Staff will conduct the burning.

Question 4: Is there a number of stems/trees per acre available?

Answer to Question 4: Not at this time.

Question 5: Will the City be providing dumpsters or vouchers at the landfill for the disposal of material?

Answer to Question 5: No, contractors should plan to cover all costs for disposal as part of their bid pricing including any dumpsters or cost of dumping at landfills for material disposal.

Question 6: Will herbicide/chemical treatment be required on the sites and can the City provide a spec for the chemical/herbicide that is required?

Answer to Question 6: Contractors should follow the master specifications and item 7 specifications for the RFP price submission. The specific herbicide/chemical treatment type/mix will be determined by the City and included in the specific call/order scope of work. For the purposes of this RFP, Item 7 specifications as modified by this Addendum should be used for establishing a price submission.

Question 7: Please clarify the difference between mastication and mechanical cutting.

Answer to Question 7: Mechanical cutting includes the removal using equipment other than a masticator or work that will not be conducted by hand.

Question 8: What are the proposal submission requirements?

Answer to Question 8: Contractors must submit a bound hard copy of their proposal that includes all required documents and forms in a sealed package. There is no requirement for how the package is bound. In addition, an electronic copy must accompany the hard copy. This must be submitted on portable media, such as a USB flash drive, and included with the sealed proposal package.

Question 9: Do we have to acknowledge addenda and if yes how do we demonstrate that?

Answer to Question 9: Yes, per the RFP Section II, a copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent. Contractors may include a copy of the first page of all addenda and do not need to include all pages of the addendum.

Question 10: For the Relevant Past Performance section, is it okay to include a reference for fuels reduction work performed while employed by an agency, such as my time with both the BLM and Forest Service, rather than work performed under my own business? The RFP's reference format requests a company name for each project, so I want to confirm whether prior on-the-job experience with an agency qualifies, or whether references must be limited to work completed under my business. Most of my experience comes from my time working as an employee of both

the BLM and Forest Service, while relevant work under my business is limited since it is a relatively new business and have been hired by private landowners to do fuels reduction work.

Answer to Question 10: Yes, you may include references and experience from previous employers which may include public agencies such as BLM or Forest Service. It should be clear in the response that the Past Performance is for those key personnel members who are on the project team so that the City may properly evaluate the relevant experience of those who will work under this contract. Review the Technical Proposal Requirements for additional detail on the submission requirements to ensure you sufficiently respond to this evaluation criteria.

Question 11: Under Team and Key Personnel Qualifications, the RFP requests a resume for each team member. Does this mean resumes are required only for named key personnel or for all crew members who may work on the project, including general laborers? Since this is a Blanket Purchase Agreement with future calls/orders, my crew size and composition will depend and change on the specific jobs we're awarded, which won't be known at the time of this submission.

Answer to Question 11: Resumes are only required for the key personnel that should include the Project Manager and Project Foremen. Contractors do not need to supply resumes for all general laborers or crew members.

Question 12: As far as the pricing proposal goes, I just wanted to confirm what you said in the meeting; that our prices should be our minimum pricing?

Answer to Question 12: Yes, the pricing proposal has been updated on a per unit item basis. Please refer to the updated Schedule of Items spreadsheet included in this Addendum.

Question 13: In the meeting you mentioned the Price Proposal page, Certificate of Authority page, Certificate of non-collusion, and Certificate of Tax Compliance all be notarized. I am not seeing a Certificate of Authority page? Or is that the certification regarding lobbying? Do you have a preference on who they are notarized by?

Answer to Question 13: Yes, Contractors should submit the required forms Appendices A through D which are updated with the correct titles to be: Appendix A – Price Proposal Form; Appendix B – Non-Collusion Affidavit; Appendix C – Affidavit of Payment or

Securement of All Taxes; Appendix D – Certification Regarding Lobbying. There is no required notary format or preference.

Please see revised Section II. B

Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and ~~Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

Question 14: We did not attend the September 10 preproposal meeting. Before preparing our response, could you please confirm whether attendance was mandatory?

Answer to Question 14: No, attendance at the informational meeting was not mandatory.

Question 15: 2. How we can obtain the complete RFP, addendum and attendance/plan holder list?

Answer to Question 15: Interested contractors can obtain the RFP on the City's website at <https://pocatello.gov/Bids.aspx> or by contacting Christine Howe at 208-234-6186 or chowe@pocatello.gov. The Plan Holders list will be available after the RFP closes and should be requested through the City's Public Records Request portal at: <https://cityofpocatelloid.nextrequest.com/>

Question 16: Whether an Idaho Public Works Contractor License, active SAM/UEI registration or bonding is required?

Answer to Question 16: A Class B City license is required for contractors that are qualified under this RFP. That may be obtained after the RFP submission and prior to contract execution. Contractors must also have an active SAM.gov registration and Unique Entity Identifier (UEI). Bonding is required for obtaining the Class B license and performance and payment bonds will be required on certain jobs. Performance and payment bond requirements will be included in the call/order. Please refer to the RFP for additional insurance, licensing, and bonding requirements.

Question 17: Whether the City expects to award BPAs to multiple qualified contractors?

Answer to Question 17: Yes, multiple awards will be made for this BPA upon technical and pricing evaluations. Please refer to Section VI. Contract Award for additional information.

Question 18: How individual treatment projects will be assigned or competitively quoted?

Answer to Question 18: Future calls/orders for specific projects will be emailed to only the contractors awarded under this BPA. Future calls/orders will include a detailed scope of work and request pricing based on the price proposals submitted under this RFP. The specific call/order will be awarded to the Contractor able to conduct the work for the best price. Contractors may update their line item pricing when submitting a response to a specific call/order as needed. Any proposed updated pricing will require a written justification supporting the revised line item price. This justification may include things such as increased cost due to the complexity of the scope of work conditions, changes in materials costs due to market conditions, changes in labor rates, etc. This information will be included in the contract documents resulting from this RFP.

Question 19: I anticipate each work area having its own advantages and disadvantages. For instance, some areas might be very rocky or have significantly more vegetation to treat than other areas. Some also may be hard to access or require moving material a long distance. Should our proposed pricing reflect ideal conditions with minimal disadvantages? In that case, if a job becomes available for us to do, will we be able to amend the pricing depending on some of the realities of the jobsite? I'm also considering this from the perspective of technical tree removals near homes, which could require a lot of climbing and rigging to create the required defensible space. That kind of work is multiple times more costly than masticating trees away from structures.

Answer to Question 19: Proposal pricing should use the available information included in the RFP for the hypothetical scenarios which include proposed area maps and site conditions, such as imagery and slope. Pricing should account for all work that may be required of the contractor in those areas. The hypothetical scenarios in the RFP are divided into geographic areas and by type of work (ex: primarily on large acreage that is public or groupings of individual private parcels that have limited access) to account for possible variation in specific jobs. Specific scopes of work will be developed for each call/order. Please see answer to Question 18 for details on updating pricing.

Question 20: The required method for submitting the technical and pricing proposals?

Answer to Question 20: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

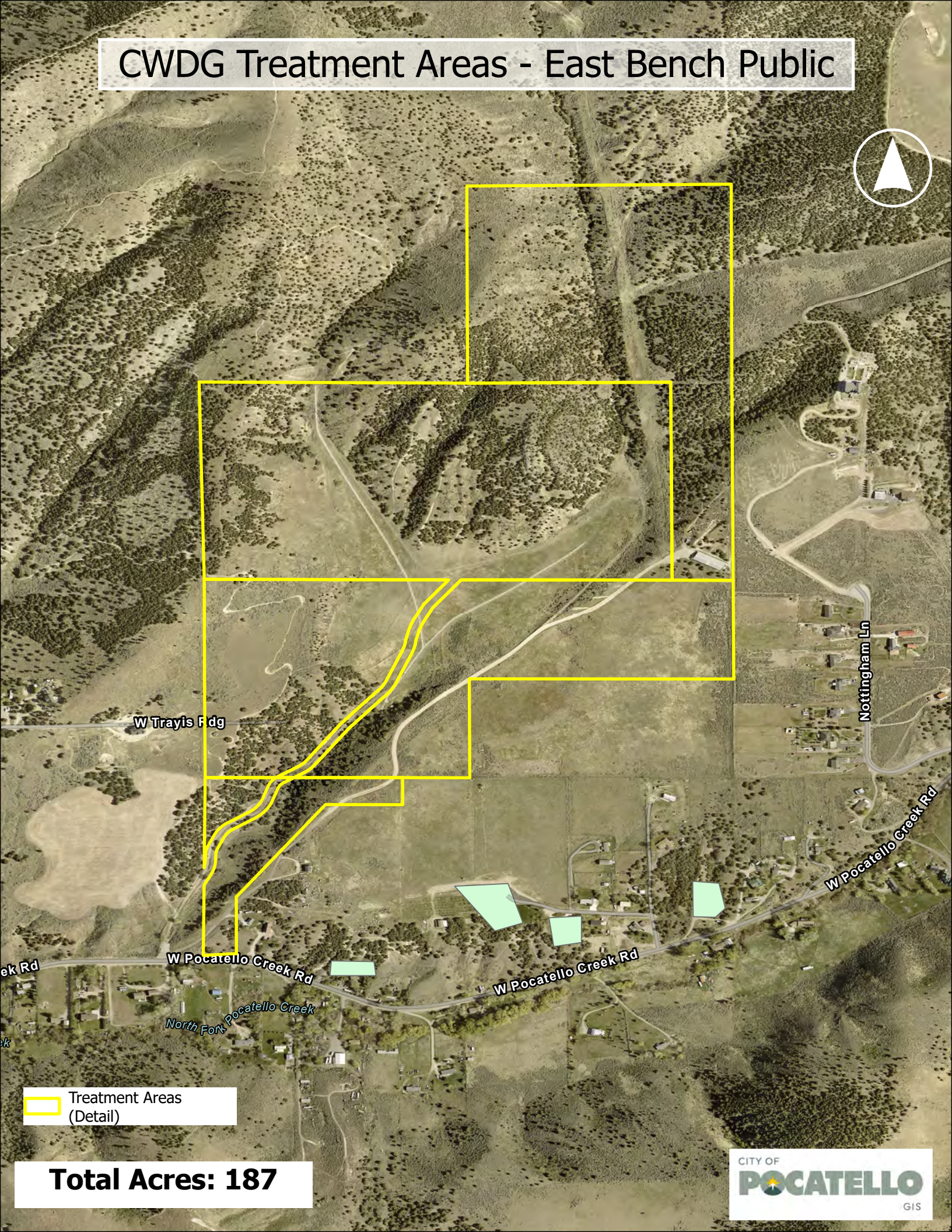
Question 21: The required method for submitting the technical and pricing proposals?

Answer to Question 21: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

Attachment A

REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029
Schedule of Items

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

Total Acres: 136

Map C - Unit 3

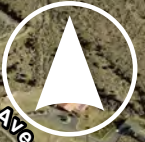
CWDG Treatment Areas - West Bench



 Treatment Areas
(Detail)

Total Acres: 157

CWDG Treatment Areas - Johnny Creek



 Treatment Areas
(Detail)

Total Acres: 46

Attachment D



**CR Fence Company, LLC
2080 W Portneuf Road, PO Box 76
Inkom, ID 83245**

**208-317-4804
cody@crfenceidaho.com**

Est. 2006

**TECHNICAL PROPOSAL
Portneuf Valley Wildfire Risk Reduction
And
Education Program Hazardous Fuel Treatments**

**Idaho Public Works License # 058588
Idaho Contractor's License # RCE-54413
UEI: JK63HT2JY2F5
CAGE: 4P2F8**

CR Fence Company, LLC
2080 West Portneuf Road | PO Box 76 | Inkom, ID 83245
208-317-4804 | cody@crfenceidaho.com



September 25, 2026

Christine Howe, Grants Manager
City of Pocatello | 911 N. 7th Avenue | Pocatello, ID 83201

Re: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Dear Ms. Howe and Members of the Evaluation Committee:

There's a good chance you've already walked through an area our crews have treated.

From Pocatello's East Bench gullies to City Creek's trails, CR Fence Company has delivered fuels reduction work that met project specifications and helped lay the groundwork for continued treatment. Now celebrating **20 years in business**, our family-owned company in Inkom brings proven experience to the next phase of protecting this valley.

Whether building fence or reducing fuels, we are known for handling challenging terrain, difficult access, and extreme weather. Since adding fuels reduction services in 2019, we have **helped protect more than 5,000 acres through clearing and hazardous fuels treatment**. We are now successfully completing the largest, most challenging projects in our history.

Working around homes requires equal skill in working with people. In Mink Creek, Lava Ranches, Pocatello's East Bench and throughout the valley, we have earned landowners' cooperation by listening, explaining the work, and addressing concerns before they become obstacles. We understand how to respect individual properties while keeping treatment requirements and program goals on track.

Our trained operators and skilled hand crews put **safety first**, backed by top-tier CAT machinery and specialized forestry mulchers. We have the equipment capacity for extensive acreage and the precision needed around homes, trails, and retained vegetation.

CR Fence holds an **Idaho Class A Public Works Contractor License**, carries insurance exceeding this project's required limits, and has documented bonding capacity of **\$1.5 million per project and \$2 million in aggregate**, subject to standard underwriting.

We acknowledge Addendum #2, dated September 15, 2026, and submit this proposal for qualification under the City's Blanket Purchase Agreement.

Our strongest reference is right here in the valley, the land we have treated and the relationships we have built. We welcome the opportunity to put that experience to work for Pocatello again.

Sincerely, 
Cody Redford
Owner | CR Fence Company, LLC

Safety. Integrity. Quality. Commitment and Reliability. Every Time

TEAM AND KEY PERSONNEL QUALIFICATIONS

Hazardous fuels reduction carries a responsibility to the people whose homes border the work and to the agencies accountable for its results. CR Fence Company takes that responsibility seriously. In its 20th year, this family-owned company brings experienced leadership and skilled crews to some of the region's most challenging fence and fuels reduction work. Completed treatments on Pocatello's East Bench, City Creek, and throughout the Portneuf Valley demonstrate this team's ability to perform on steep terrain, in winter conditions, and near occupied homes.

CR Fence Company's key personnel operate through 2080 West Portneuf Road, Inkom, Idaho 83245. Owner-level oversight, dedicated project management, and experienced field supervision establish clear accountability for every assignment. Safety, protection of property, and compliance with treatment specifications will govern decisions from mobilization through final acceptance.

Cody Redford | Owner and Project Supervisor

Cody founded CR Fence Company in 2006 and leads estimating, scheduling, procurement, crew deployment, and subcontractor coordination. His equipment and construction background supports decisions about access, treatment methods, and logistics on challenging sites. CR Fence Company added fuels reduction in 2019 and has helped protect more than 5,000 acres through clearing and treatment.

Cody will oversee each call/order and serve as the primary company contact. He understands that working on someone's property starts with earning their confidence. In Mink Creek, Lava Ranches, and across the valley, that has meant listening to concerns, explaining what will be cut and what will stay, and finding a workable approach with landowners who may be hesitant at first. He will carry that same approach into this program while holding to the approved treatment scope.

Liz Clary, PMP | Project Manager

Liz brings more than 15 years of public and private project experience, including management of 13 construction and conservation projects totaling more than \$2.2 million. Her responsibilities included scopes, bid packages, budgets, inspections, and agency reporting. Through Dark Horse Consulting, she has supported projects totaling more than \$7.3 million.

Liz will manage schedules, budgets, submittals, contract records, changes, and closeout. Her local conservation experience connects field operations with City requirements and grant documentation. She will keep decisions and changes documented so City staff and field crews are working from the same information.

Marcus Shepard | Project Foreman and Lead Groundman

Marcus has served as a CR Fence Company foreman since 2025. His experience includes 16 years operating equipment and seven years each in wildland firefighting, fuels handwork, and felling and climbing. He will direct daily work, conduct safety briefings, coordinate hand and mechanical treatment, and check completed work against specifications. Crews will know the treatment boundaries, trees to retain, and site hazards before starting. An on-site foreman will supervise whenever work is underway.

Rich Evans | Lead Equipment Operator

Rich brings 22-plus years of equipment experience and has worked with CR Fence Company since 2020. His background includes excavators, dozers, loaders, skid steers, and mechanical repair; his resume lists OSHA 10 and a Class A CDL. He will oversee equipment readiness and safe treatment sequencing, protecting crews, retained vegetation, and improvements.

Subcontractors and Assigned Responsibilities

Portneuf Valley Tree Service | Pocatello, Idaho

Idaho contractor registration: RCE-54555. Office: 975 Lott Road, Pocatello, Idaho 83201. The company brings a four-person crew and six years operating locally, with experience in chip-and-haul fire mitigation, juniper work in Johnny Creek, and tree removal close to homes. Its work requires communicating with property owners, handling confined access, and protecting structures while cutting and removing material.

Assigned work includes selective cutting, tree removal, chipping, and debris handling. Rigging and aerial-lift experience supports work near residences and in confined spaces, coordinated through CR Fence Company's foreman.

Tyhee Trees | Pocatello, Idaho

Tyhee Trees will provide supplemental tree removal, pruning, and stump-work support as assigned within the approved treatment scope. Personnel and methods will be matched to site conditions and coordinated through CR Fence Company's foreman.

Sethco Inc. | Inkom, Idaho

Idaho contractor registration: RCE-45070. This excavation contractor maintains a three-person winter crew available to supplement equipment operations as needed. Assigned operators will receive site- and equipment-specific orientation and work under CR Fence Company's field supervision.

Staffing and Contractor Requirements

CR Fence Company will be on site within three days of receiving notice to proceed. CR Fence Company will deploy its core crew, typically three to eight people, and coordinate additional crews and subcontractors to meet that commitment and the treatment schedule. Safety, adequate supervision, and treatment quality will govern assignments.

Every subcontractor will meet all requirements imposed on the prime contractor that apply to its assigned work, including the RFP, Addendum 2, and individual call/order requirements. CR Fence Company will enforce these obligations through subcontract agreements and verify compliance before subcontracted work begins. CR Fence Company remains accountable to the City for all subcontracted work.

CR Fence Company and its subcontractors will obtain all additional licenses, permits, license bonds, performance and payment bonds, insurance coverage and endorsements, training, and certifications required for their work. Items permitted upon award will be secured by the required deadlines. The City's Class B license and associated bond will be in place before contract execution; required project bonds and insurance naming the City as an additional insured will be provided before work begins. Requirements due before award will be satisfied by their stated deadlines.

Key personnel resumes are attached, including the Project Manager and Project Foreman, consistent with Addendum 2.

EQUIPMENT CAPABILITIES

CR Fence Company brings a substantial fleet and practical experience using it on hazardous fuels projects throughout Pocatello and the surrounding region. Our crews have operated excavator-mounted mulchers, tracked skid steers, and hand tools in dense juniper, rocky terrain, winter conditions, and residential settings. We match equipment to each treatment area to achieve the required results while protecting homes, retained vegetation, and existing improvements.

Core Fleet and Supplemental Equipment

Our owned and insured equipment provides the following capabilities:

- **Mechanical mastication:** CAT 323 and CAT 329 excavators with forestry mulching heads; CAT 299 D2 and D3 tracked skid steers with mulching heads. Excavator reach allows treatment from selected operating positions, reducing unnecessary machine travel. Compact tracked equipment provides flexibility in smaller operating areas.
- **Mechanical cutting and handling:** CAT 279 with grapple and 14-inch tree shear, feller-buncher, Hitachi 210 Forester with processing head, and additional excavators and skid steers for cutting, gathering, processing, and piling.
- **Hauling and support:** Ford F550 with 20-yard dump trailer, Peterbilt dump truck, equipment trailers, ATVs, UTV, and 2,000- and 4,000-gallon water trucks.
- **Chemical treatment:** Battery-powered backpack sprayers and ATV-mounted tank sprayers for targeted application.
- **Hand treatment:** Chainsaws and appropriate cutting, handling, and cleanup tools for steep terrain, confined properties, and finishing work.

CR Fence plans to purchase a **Vermeer BC1800XL or equivalent heavy-duty Vermeer chipper upon award**, supplementing our experience with rented chippers. The proposed model's nominal 19-inch material capacity supports processing felled trees and brush.

An aerial lift may also be available through Portneuf Valley Tree Service. Its specifications and availability will be confirmed before assignment. Subcontractor equipment will meet the same treatment requirements and operating restrictions as CR Fence's equipment.

Mechanical Mastication

Our crews have used excavator and skid-steer mulchers on the East Bench, Cottonwood Valley, Station Creek, Thunder Mountain, and Lava Ranches projects. This experience supports equipment selection based on vegetation, access, surface conditions, and proximity to improvements.

Operators will process designated vegetation to the smallest feasible, reasonably uniform pieces, using additional processing and hand finishing where necessary. Stumps will be cut flush where practical and otherwise no higher than **3 inches on the uphill side**, with all living

branches removed. Chips and masticated material will be spread no deeper than **6 inches**, with excess removed off-site.

Treatment will protect marked leave trees, follow specified spacing, and retain native sagebrush and other brush wherever possible. Under Addendum #2, **mechanical equipment will not operate on slopes greater than 30 degrees**. Manufacturer limitations or unsafe conditions may require hand treatment on lesser slopes. Changes to prescribed methods will require City approval.

Mechanical Cutting, Lop and Pile, and Lop and Scatter

Tree-shear, grapple, feller-buncher, and processing equipment provide cutting and handling methods distinct from mastication. Machines and hand crews will coordinate to achieve the disposal treatment specified for each area.

For lop and pile, material will be cut to lengths no greater than **3 feet** and placed in compact piles, with fines toward the center and larger material outside. Piles will meet the specified dimensions, shape, covering, and tree setbacks. Crews will avoid steep slopes, stumps, logs, fire lines, and channels. Locations will be coordinated with the City; **City Fire Department personnel will conduct any burning**.

Where lop and scatter is authorized, material will lie within **18 inches of the ground**, with at least **80 percent of slash in ground contact**. Branches and trunks over 4 inches in diameter will be cut to 3-foot lengths. Stumps will meet the same height and living-branch requirements as other treatments.

Hand Cutting and Residential Treatment

Skilled chainsaw crews will treat locations where machinery cannot operate safely or appropriately. Crews will fell, limb, and section designated vegetation for approved processing or removal, coordinating material handling from suitable equipment locations.

Hand finishing will address stump height and remaining live branches. Retained junipers will be limbed to **6 feet above ground**. Our experience combining machinery and handwork around homes and public trails allows us to adapt to individual properties while maintaining treatment requirements.

Chipping, Broadcasting, and Material Removal

The chipper, forestry mulchers, grapple equipment, dump truck, and dump trailer will support chip-and-broadcast and chip-and-haul treatments. Processing locations will protect neighboring properties and public access.

Chips will be as small and uniform as feasible, with broadcast depth limited to **6 inches**. Excess chips and other material requiring disposal will be hauled off-site. **No firewood logs will be left behind**. CR Fence will provide disposal arrangements and cover associated costs, including containers and landfill charges.

Crews will clear debris from roads, authorized trails, drainage channels, and stormwater facilities, removing material far enough from roads and trails to prevent it from washing or falling back onto them.

Stump and Shrub Chemical Treatment

CR Fence has performed chemical stump treatment following Russian olive removal at City Creek and Minidoka. Our backpack sprayers support targeted application around homes, retained vegetation, and hand-access terrain. ATV-mounted tank sprayers provide additional capacity where access and ground conditions permit.

Before invasive vegetation removal, we will submit a treatment plan for City approval. Cutting and application crews will coordinate to meet Addendum #2's **5–10-minute interval after cutting** for Russian olive and Siberian pea shrub.

The plan will address seasonal Russian olive treatments: triclopyr with an oil carrier or approved equivalent in winter/early spring, and the specified glyphosate treatment or approved equivalent in April–May. Siberian pea treatment will use the approved herbicide and mixture. Products, concentrations, and low-pressure application methods will follow the City-approved plan, call/order requirements, and product labeling.

Equipment Readiness and Site Protection

Equipment will be inspected before and during operations and carry required fire-suppression supplies, including extinguishers, shovels, and mattocks. Signs, cones, exclusion areas, and spotters will protect road users, trail users, and neighboring properties.

Operations will be limited or suspended when mud, thawing, or other conditions would cause unacceptable disturbance. Crews will avoid waterway crossings, protect drainage structures, minimize berming and erosion, and restore affected access roads and trails. Appropriate tools will support specified reseeding; Addendum #2 limits reseeding in the pricing scenarios to City-owned parcels in **Units 1 and 3**.

The foreman will check stump heights, material depth, retained vegetation, and cleanup throughout operations. Equipment capacity, experienced operators, and field verification will support consistent compliance from initial cutting through final inspection.

RELEVANT PAST PERFORMANCE

East Bench Fuels Reduction

Pocatello, ID | Completed Nov. 2022-Mar. 2023 | 71 acres | \$192,600

Juniper and brush treatment across 12 city-owned gullies near homes. Excavator and skid-steer mulchers and hand crews worked on rocky slopes exceeding 30% grade through snow and ice. Directly relevant to local residential-interface treatment.

Client: City of Pocatello | **Contact:** Hannah Sanger
208-705-6360 | hsanger@pocatello.gov

City Creek Russian Olive Removal

Pocatello, ID | Completed Mar.-Apr. 2022 | 44 acres | \$117,700

Mechanical and hand removal in a popular trail area. Horse teams moved timber to processing locations; chemical stump treatment prevented regrowth. Demonstrates invasive-tree treatment and careful material handling around public recreation.

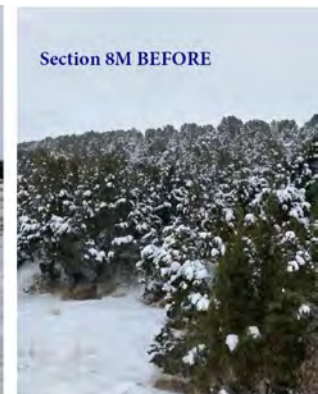
Client: Idaho Department of Lands | **Contact:** Tyre Holfeltz
208-819-9340 | tholfeltz@idl.idaho.gov



East Bench



East Bench



East Bench



City Creek

RELEVANT PAST PERFORMANCE

Cottonwood Valley Phase I, Station Creek and Thunder Mountain

PSWCD Projects | Bannock County, ID | 373 acres | \$509,000
Completed November 2019-October 2020

Three projects across six work sites treated dense juniper and brush on rocky rangeland, including slopes exceeding 30% grade. Excavator and skid-steer mulchers and hand crews worked through winter snow and ice and seasonal fire precautions. Demonstrates local fuels treatment across varied terrain and seasons.

Client: Idaho Department of Lands | **Contact:** Tyre Holfeltz
208-819-9340 | tholfeltz@idl.idaho.gov



PSWCD projects



Cottonwood Valley I



Cottonwood Valley I



PSWCD projects



PSWCD projects



Cottonwood Valley I



PSWCD projects



PSWCD projects

RELEVANT PAST PERFORMANCE

Cottonwood Valley Restoration Phase II

Bannock County, ID | Completed July-Aug. 2023 | 133 acres | \$199,770

Excavator and skid-steer mulching and handwork removed dense juniper and brush on steep, rocky rangeland during summer fire precautions.

Client: Bannock County (Idaho Department of Lands)

Contact: Joe McGuire | 208-713-5150 | j.mcguire@mcguirefm.com

Lava Ranches Fuels Reduction

Bannock County, ID | Completed Nov. 2024-Jan. 2025
95 acres | \$199,761.25

Excavator and skid-steer mulchers and hand crews treated juniper on rocky slopes through deep snow and freezing temperatures.

Client: Bannock County (Idaho Department of Lands)

Contact: Joe McGuire | 208-713-5150 | j.mcguire@mcguirefm.com

Simmons Ranch

Near Soda Springs, ID | Completed May-July 2020 | 200 acres | \$110,000

CAT 329 excavator and CAT 299 D3 skid-steer mulchers cleared trees and brush on private ranch slopes exceeding 30% grade, with summer fire precautions.

Client: Simmons Ranch | **Contact:** Larry Simmons

208-390-7655 | ssp1@hotmail.com



Cottonwood Valley II



Cottonwood Valley II



Simmons Ranch



Lava Ranches



Lava Ranches



Simmons Ranch



Simmons Ranch

RELEVANT PAST PERFORMANCE

Minidoka Dam Russian Olive Removal Phases 1 and 2

Lake Walcott, ID | Both completed

Phase 1: Oct.-Dec. 2023 | 45 acres / 5 shoreline miles | \$160,000

Phase 2: Jan.-Feb. 2025 | 10.5 shoreline miles | \$169,500

Excavator and skid-steer mulchers, hand crews, and chemical stump treatment removed Russian olive in loose soil, rock, ice, and snow.

Client: U.S. Fish and Wildlife Service

Phase 1: Lucas Stringfield | 208-241-5406 | lucas_stringfield@fws.gov

Phase 2: Ty Matthews | 208-242-8302 | ty_matthews@fws.gov

Highway 33 Brush Beating

Near Beaver Dick Park, ID | Completed Feb.-Mar. 2023

67 acres | \$36,668.50

CAT 299 D2 and D3 mulchers and hand crews cleared roadside woody brush for a fuel break through deep snow and icy conditions.

Client: High Country RC&D; | **Contact:** Lori Ringel

208-709-8365 | hcountryscd@gmail.com

Highway 26 Right-of-Way Fuels Reduction

Palisades Reservoir, ID | Completed; began Oct. 2025

99.5-acre scope | \$298,180

Excavator and skid-steer mulchers, hand crews, and chemical treatment established a fuel break on steep, rocky ground between the Wyoming line and Indian Creek.

Client: High Country RC&D; | **Contact:** Lori Ringel

208-709-8365 | hcountryscd@gmail.com



Minidoka Phase 1



Minidoka Phase 2



Highway 33



Highway 26



Highway 26



Highway 26

TIMELINE SCHEDULE

CR Fence Company can be on site within three days of receiving notice to proceed. CR Fence Company will coordinate access, required approvals, and the authorized start date with the City, then assign crews and equipment to the specific call/order.

Production Rates

Excavator with mulching head: 5 acres per machine per working day.

Skid steer with mulching head: 2.5 acres per machine per working day.

Hand crew, lop and scatter or slash piling: 2 acres per working day, depending on crew size.

These planning rates assume moderate vegetation density and slopes. Hand cutting and hauling around homes, heavy disposal, and restricted access require separate estimates based on actual conditions.

Typical Call/Order Sequence

Mobilize within 3 days of notice to proceed. Confirm boundaries, access, retained vegetation, treatment methods, and safety controls with the City. Deliver the assigned equipment and complete the crew briefing before treatment begins.

Treat and verify daily. Coordinate mechanical and hand crews in separate work areas. Complete required chemical treatment with cutting, manage debris throughout operations, and check stump heights, material depth, retained vegetation, and site protection daily.

Inspect and close out. Complete cleanup, restoration, and any required reseeding; request the City walkthrough; correct deficiencies; and provide completion records. Notify the City when operations cease or restart.

Illustrative East Bench Schedule

For the RFP's 187-acre Unit 1 scenario, assume 150 acres treated by one excavator (30 working days), 27 acres by one skid steer (11 working days, rounded up), and 10 acres by one hand crew (5 working days). This is an illustrative allocation, not a City-prescribed treatment mix. With separate crews working concurrently, treatment takes approximately 30 working days.

Allow 2 additional working days for final cleanup, inspection, corrections, and closeout: approximately 32 working days after mobilization. Additional hauling, restoration, or reseeding may extend this allowance. Actual durations will be established for each call/order; weather, holidays, and approval delays are excluded from this example.

Season and Work Hours

Operations will occur November 1-May 31, Monday-Friday, from 8 a.m. to 6 p.m. or daylight hours, whichever is shorter. Weekend or holiday work requires prior written authorization. Unsafe or damaging ground conditions will pause operations. CR Fence Company will coordinate schedule changes with the City and adjust resources as available.

City of Pocatello Community Wildfire Defense Grant (CWDG)
Hazardous Fuel Treatment 2026-2029

****INSTRUCTIONS: FILL-IN ONLY UNIT PRICES - TOTAL AMOUNTS WILL BE AUTOMATICALLY CALCULATED****

****PLEASE PROVIDE A HARD COPY OF THIS PRICE SHEET AS WELL AS AN EXCEL AND/OR ADOBE PDF ELECTRONIC VERSION WITH SUBMITTAL****

Map Viewer:

UNIT 1 EAST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas - East Bench Parcels > 5 acres

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. See map A and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$ 2,200.00	\$ 2,200.00
2	Mechanical Cutting - Lop and Pile	1	AC	\$ 3,000.00	\$ 3,000.00
3	Handcutting Lop and Pile	1	AC	\$ 6,600.00	\$ 6,600.00
4	Handcutting and Haul	1	AC	\$ 7,000.00	\$ 7,000.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$ 750.00	\$ 750.00
6	Material Disposal - Chip and Haul	1	Tons	\$ 1,100.00	\$ 1,100.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$ 800.00	\$ 800.00
8	Re-seeding	1	AC	\$ 300.00	\$ 300.00
9	Signage and Traffic Control	1	N/A	\$ 1,000.00	\$ 1,000.00
10	Mobilization	1	N/A	\$ 1,000.00	\$ 1,000.00
11	Best Management Practices	1	N/A	\$ 2,500.00	\$ 2,500.00
				\$ -	\$ -

UNIT 2 EAST BENCH PRIVATE PARCELS

CWDG Treatment Areas - East Bench Parcels < 5 acres

Unit 2 is composed of privately owned parcels located on the East Bench of Pocatello in the Satterfield and Highland area. See map B and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$ 3,300.00	\$ 3,300.00
4	Handcutting and Haul	1	AC	\$ 7,000.00	\$ 7,000.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$ 750.00	\$ 750.00
6	Material Disposal - Chip and Haul	1	Tons	\$ 1,100.00	\$ 1,100.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$ 800.00	\$ 800.00
9	Signage and Traffic Control	1	N/A	\$ 1,000.00	\$ 1,000.00
10	Mobilization	1	N/A	\$ 1,000.00	\$ 1,000.00
11	Best Management Practices	1	N/A	\$ 2,500.00	\$ 2,500.00

UNIT 3 WEST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas West Bench

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See map #C and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$ 2,900.00	\$ 2,900.00
2	Mechanical Cutting - Lop and Pile	1	AC	\$ 4,000.00	\$ 4,000.00
3	Handcutting Lop and Pile	1	AC	\$ 6,600.00	\$ 6,600.00
4	Handcutting and Haul	1	AC	\$ 6,800.00	\$ 6,800.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$ 850.00	\$ 850.00
6	Material Disposal - Chip and Haul	1	Tons	\$ 1,100.00	\$ 1,100.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$ 800.00	\$ 800.00
8	Re-seeding	1	AC	\$ 300.00	\$ 300.00
9	Signage and Traffic Control	1	N/A	\$ 1,000.00	\$ 1,000.00
10	Mobilization	1	N/A	\$ 1,000.00	\$ 1,000.00
11	Best Management Practices	1	N/A	\$ 2,500.00	\$ 2,500.00

UNIT 4 WEST BENCH PRIVATE PARCELS

CWDG Treatment Area Johnny Creek

Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area. See map D and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$ 7,000.00	\$ 7,000.00
4	Handcutting and Haul	1	AC	\$ 8,000.00	\$ 8,000.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$ 1,150.00	\$ 1,150.00
6	Material Disposal - Chip and Haul	1	Tons	\$ 1,450.00	\$ 1,450.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$ 800.00	\$ 800.00
8	Re-seeding	1	AC	\$ 300.00	\$ 300.00
9	Signage and Traffic Control	1	N/A	\$ 1,000.00	\$ 1,000.00
10	Mobilization	1	N/A	\$ 1,000.00	\$ 1,000.00
11	Best Management Practices	1	N/A	\$ 2,500.00	\$ 2,500.00

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.


Signature (blue ink please)

Cody Redford
Printed Name

Owner
Title

09/23/2026
Date

CR Fence Company, LLC
Company Name

cody@crfenceidaho.com
Email

2080 West Portneuf Road
Street

208-317-4804
Phone

Inkom, ID 83245
City, State, Zip

Fax

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF Idaho)

:ss

COUNTY OF Bear Lake)

Andy Redford, being first duly sworn, deposes and says that he or she is Owner of CR Fence Co LLC the (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

Signed: [Signature]

Title: Internal Auditor

Subscribed and sworn to before me
This 25 day of Sept., 2026

(SEAL)

Notary Public in and for the

County of Bear Lake

State of Idaho

Residing at Montpelier ID

My Commission expires 10/15/26



Appendix C: Affidavit of Payment or Securement of All Taxes

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF IDAHO)

:SS

COUNTY OF Bannock)

CR Fence Co LLC, being first duly sworn, deposes and
says that (Bidder)

he or she Cody Redford in conformance with Idaho Code 63-15-2;
affiant (is/is not)

states that CR Fence Co LLC / Cody Redford has paid or secured to the satisfaction
of the (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent
including assessments, excises, and license fees levied by the State of Idaho or any taxing
unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's
business is located.

Dated this 25th day of September, 2026.

Signed: Cody Redford
Title: Owner

Subscribed and sworn to before me

This 25 day of Sept., 2026 (SEAL)

Notary Public in and for the

County of Bear Lake

State of Idaho

Residing at Montpelier ID

My Commission expires 10/15/26



Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: **All Contractors and Subcontractors**

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: Sep 25 2026

Signed: Carl Kiedrich

Title: Owner

DBA: CR Fence Co. LLC

SUBSCRIBED AND SWORN TO before me this 25 day of September 2026

[Signature]
Notary Public for Idaho
My Commission Expires: 10/15/26





ATLANTIC SPECIALTY INSURANCE COMPANY

June 18, 2026

Re: CR Fence Company LLC

This letter is to advise you that **CR Fence Company LLC** is a valued surety client of Atlantic Specialty Insurance Company, which is one of the main underwriting companies of the Intact Insurance. **CR Fence Company, LLC** remains in good standing and is afforded surety capacity of **1.5 Million** for a single project and **2 Million** in the aggregate.

It is our opinion that **CR Fence Company LLC** is qualified to perform contracts that fall within this range and their normal scope. This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued only as a bonding reference requested from us by our client. Intact's decision to issue surety bonds on behalf of **CR Fence Company LLC** will be subject to our standard underwriting including but not limited to acceptance of the financial condition of our client, contract terms and conditions, bonds forms and project financing.

Intact Insurance (TSX: IFC)) is A+ rated by A.M. Best with a financial size category of XV and is included in The Department of the Treasury's Listing of Certified Companies.

Sincerely,

A handwritten signature in black ink that reads "Richard Taylor".

Richard Taylor
Attorney-In-Fact

2080 West Portneuf Road
Inkom, ID 83245
208-317-4804
Credford79@gmail.com

CODY REDFORD

Heavy Equipment Operation & Jobsite Efficiency

- Skilled in operating and optimizing equipment (skid steers, bucket trucks, augers, etc.) to maximize productivity and minimize downtime.

Project Estimating & Cost Control

- Accurately scopes work, builds bids, and manages labor/equipment costs to ensure profitable project execution.

Leadership & Crew Management

- Leads crews, coordinates jobsite operations, and enforces safety standards to deliver projects on time and without incident.

EDUCATION

1994 - 1997

Marsh Valley High School
Arimo, Idaho

REFERENCES

Steve Christensen
208-840-0930

Brady Henderson
435-994-1456

Seth Johnson
208-530-1106

2006 - Present

Owner

CR Fence Company

- Founded and managed a full-service fencing company specializing in commercial, and agricultural installations
- Oversee all business operations including estimating, bidding, scheduling, procurement, and project execution
- Prepares competitive bids and proposals, consistently securing profitable contracts through accurate cost analysis and scope development
- Supervise field crews, established daily work plans, and enforced safety standards to ensure efficient and compliant jobsite operations
- Installed a wide range of fencing systems including barbed wire, pipe, wood, vinyl, chain link, and custom agricultural fencing
- Operated heavy equipment such as skid steers, post drivers, augers, and welding equipment to complete projects efficiently
- Managed client relationships from initial consultation through project completion, ensuring high customer satisfaction and repeat business
- Maintained financial oversight including budgeting, invoicing, payroll, and expense tracking to ensure profitability and growth
- Implemented safety programs and ensured compliance with OSHA and industry regulations
- Coordinated subcontractors, material deliveries, and logistics across multiple job sites

Elizabeth Clary, PMP

Idaho | 307-431-0085 | darkhorseidaho@gmail.com

PROFESSIONAL SUMMARY

Project Manager Professional with 15+ years of experience supporting general contractors on public and private construction projects from pre-construction through closeout. Proven record managing multi-million-dollar budgets, coordinating subcontractors and vendors, controlling costs and schedules, and ensuring safety and contract compliance. PMP-certified with strong financial, contractual, and stakeholder management expertise.

CORE COMPETENCIES

- General Contracting Operations
- Pre-Construction & Bidding
- Budgeting, Cost Control & Forecasting
- Schedule Tracking & Milestone Management
- Subcontractor & Vendor Coordination
- RFIs, Submittals & Change Orders
- Safety & Compliance Oversight
- Project Closeout & Turnover

PROFESSIONAL EXPERIENCE

Dark Horse Consulting — Inkom, ID

Owner / Construction Project Manager | July 2021 – Present

- Manage construction projects for public works, utilities, infrastructure, and private clients totaling \$6.1M+
- Support general contractor operations including bid review, scope analysis, budgeting, and schedule development
- Coordinate subcontractors, suppliers, inspectors, and owners throughout the project lifecycle
- Conduct site visits to monitor progress, quality, and safety compliance
- Track project costs, review invoices, and support change order documentation
- Ensure compliance with contract requirements, licensing, insurance, payroll, and safety standards
- Prepare closeout documentation and final project reporting for owners and funding agencies

Portneuf Soil & Water Conservation District — Pocatello, ID

District Administrator / Construction Project Manager | August 2015 – July 2021

- Managed 13 construction and conservation projects totaling \$2.2M+ from planning through closeout
- Developed scopes of work, bid packages, schedules, and project budgets
- Participated in contractor selection, negotiations, and performance oversight
- Coordinated site inspections, progress tracking, and compliance reporting
- Served as liaison between engineers, contractors, funding agencies, and board members

Elizabeth Clary, PMP

Idaho | 307-431-0085 | darkhorseidaho@gmail.com

- Delivered projects in compliance with public procurement, environmental, and construction standards

Tri-County Telephone — Cody, WY

Accounts Payable Manager | May 2011 – October 2013

- Supported construction and operations through vendor payments, audits, and cost tracking
- Managed fleet expenses, fuel programs, and vehicle maintenance records
- Assisted with month-end, year-end close, and financial audits
- Identified process improvements supporting cost control and operational efficiency

Auction.com — Remote

Contract Writer | February 2015 – February 2016

- Managed contract execution, documentation, and financial reconciliation for high-value transactions
- Coordinated compliance, reporting, and closeout activities
- Supported field operations and event logistics

EDUCATION & CERTIFICATIONS

- Project Management Professional (PMP) 2022
- Bachelor of Science, Business & Accounting
University of Idaho
- Associate of Applied Science, Equine Business & Science
Northwest Community College

TECHNICAL SKILLS

- Microsoft Excel (Advanced: Pivot Tables, Macros, Financial Analysis)
- QuickBooks Pro & Premier
- Microsoft Word, PowerPoint, Outlook, Teams

ADDITIONAL QUALIFICATIONS

- Public works & private construction experience
- Government procurement & compliance
- Contractor negotiations & bid evaluations
- Budget management across multiple funding sources
- Experience working with inspectors and engineers

REFERENCES

- Steve Criddle, Landowner, Cottonwood Grazing Association, 208-251-5556
- Jill Kirkham, Contractor, Contractor Sales Inc., 208-240-7567
- Rich Evans, Heavy Equipment Operator, Idaho Materials, 208-240-1880

MARCUS SHEPARD

LEAD GROUND MAN

Marcshp19@hotmail.com

OBJECTIVE

To provide quality service and quality work.

EDUCATION —

Pocatello High School
2003-2007

Pocatello, Idaho

EXPERIENCE

Foreman • CR Fence Company, LLC

05/2012- Current

16 years as heavy equipment operator
7 years wildland fire fighter
7 years hand work and fuels reduction
7 years falling and climbing

SKILLS —

- Heavy Equipment Operator
- Mechanic
- Welder
- Current Red Card
- Class A CDL

EQUIPMENT

- excavator
- skid steer
- backhoe
- tractor

REFERENCES

Available upon request

Rich Evans

CERTIFICATIONS

OSHA 10
Homeland Security Clearance
Class A CDL Driver's Licence

EDUCATION

Pocatello High School 1988

CONTACT

208-240-1880
1325 Aspen Drive
Pocatello, ID 83204
rich@blueheelerpocatello.com

REFERENCES

CODY REDFORD

CR Fence Company, LLC
208-317-4804
cody@crfencdidaho.com

KEITH HUNZIKER

Sundnt, Inc.
208-252-3113
Khunziker25@gmail.com

ELIZABETH CLARY

Dark Horse Consulting, Inc
307-431-0085
darkhorseidaho@gmail.com

SKILLS

- 22 Years Experience as a Heavy Equipment Operator with Zero Safety Incidents and OSHA Violations
- Experienced Welder, Mechanic and Equipment Inspections

WORK HISTORY

CR Fence Company, LLC, Inkom, Idaho

2020- Present, Heavy Equipment Operator

- Dozer
- Excavator
- Blade/ Grader
- Loader
- Skid Steer

Sundnt, Inc, Pheonix, Arizona

2023- 2024, Heavy Equipment Operator

- Dozer
- Excavator
- Blade/ Grader
- Loader
- Skid Steer

Stoneridge Contracting, Pocatello, Idaho

2020-2021, Heavy Equipment Operator

- Dozer
- Excavator
- Blade/ Grader
- Loader
- Skid Steer

Wood Group, Pocatello, Idaho

2019-2020, Heavy Equipment Operator

- Dozer
- Excavator
- Blade/ Grader
- Loader
- Skid Steer

Mountain States Transformer, Pocatello, Idaho

2002-2018, Company Owner

- Built Power Sub Stations
- Project Manager
- Operations Manager
- Superintendent
- Maintained homeland security card, MSHA and OSHA 30
- High Voltage Experience

Exhibits

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit A
Notice of Award

Date: _____

Project Address: _____

Owner (if applicable): City of Pocatello

To Bidder: _____
Name DBA
Address Phone #

You are hereby notified that your bid dated _____ for the relevant scope of work has been considered. You are the Successful Bidder and are awarded a Contract for the _____. Your contract will be in the amount of [INSERT BID AMOUNT WRITTEN OUT](\$_____).

Within ____ days of the date you receive this Notice of Award, you must attend a preconstruction meeting and execute all contract documents as scheduled by the Program Manager or other city representative. After contract documents have been fully executed, the City will return to you one copy of the documents.

Funder's Approval: City of Pocatello

Mayor Mark Dahlquist _____
Printed Name Signature Date

Reviewed by City:

Grants Division Manager

Notice Given to Contractor on _____, by ☐ US mail ☐ fax ☒ email ☐ in person ☐ by phone

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit B

PRECONSTRUCTION REPORT

Project Address: _____

I, the undersigned, hereby certify that preconstruction discussions were held prior to the signing of contract documents relating to the above address between the city and myself. I fully understand the procedures to be followed for change orders, requests for payment, and inspections. I understand and agree that the work performed must meet the standards of performance required by the City of Pocatello and the Idaho Department of Parks and Recreation Recreational Trails Program and established by the program specifications, scope of work, and all related contract documents.

Signature of Contractor

Title

Business Name

Date

I, the undersigned, hereby certify that I conducted preconstruction discussions with both the owners and contractor for this site address and fully explained questions/concerns to each party.

Signature of Project Manager

Date

My signature below indicates only that Recreation Trails Program requirements prevail on this project. I further certify that said contractor received an explanation of any additional reporting requirements for the project.

Signature of Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit C

Scope of Work

[Insert call/order scope of work]

Date: _____

Signed: _____

Title: _____

DBA: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit D
CONFIRMATION OF BID/CONTRACTOR'S PROPOSAL

Project Address: _____

Date of Bid Closing Date of this confirmation _____

Property Owner: _____

Contractor acknowledge and confirms that the above listed property has been inspected and, fully understands the work to be completed as described in the scope of work dated _____. The contractor has a clear understanding of other pertinent documents issued as part of the bid package, including the program's general Rehabilitation Specifications, and all applicable local codes. Contractor also agrees that ample opportunity was furnished to verify any unclear portion of said scope.

Contractor agrees to furnish and install all labor, materials, and equipment necessary to accomplish the work, as evidenced in the above referenced documents, on the property shown above for the sum of [INSERT BID PRICE IN WORDS] _____ (\$_____) and hereby understands the Contracts and General Provisions governing this project.

If awarded the Contract, Successful bidders shall have five (5) business days from being notified that they are the apparent low bidder in which to provide evidence of current bonding and licensing, unless otherwise approved by the appropriate City official(s).

The Notice to Proceed will signal when the work will commence and the contractor agrees to complete the work within _____ calendar days after starting the work. If applicable the contractor agrees to follow the following construction schedule by line item:

And that the following subcontractors will be utilized on the job:

Name/ License No. _____

Name/ License No. _____

Name/ License No. _____

Signed: _____

Titled: _____

License No _____ Telephone No. _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit E

Contractor's Non-Collusion Affidavit

Project Address: _____

Being first duly sworn, deposes and says that he/she is _____
(Sole owner, a partner, president, secretary,

etc.)

of _____
Name of Business

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive of sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid nor that anyone shall refrain from bidding; that said bidder has not directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element such as bid price, nor that of any other bidder, not to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract that all statements contained in such bid are true, and, further that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, nor contents thereof, nor divulged information or data relative thereto, nor paid and will not pay a fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Titled: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit F
Certification Regarding Lobbying

Project Address: Upper City Creek Trailhead, Pocatello, ID 83204

Applicable to: **All Contractors and Subcontractors**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an offer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grant, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

DBA: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit G
Change Order

Change Order # _____

Date: _____

Project Address: _____

Property Owner: _____

Contractor: _____

The following is a description of changes hereby requested to the contract documents for the above-identified property.

Attach detailed costs; breakdown of each individual component including all materials and labor.

Base Contract Amount \$ _____

Plus Previously-Approved Change Orders \$ _____

List: _____

Plus Change Order Requested Above \$ _____

Revised Contract Amount \$ _____

New Project Completion Date: _____

Contractor Signature: _____

Owner(s) funds are: ☐ adequate ☐ inadequate for this change order

Grants Administrator

The above changes are:

☐ Approved ☐ Rejected

Project Manager: _____

☐ Approved ☐ Rejected

Grants Manager: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit H-1

Unconditional Lien Waiver For Materials

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents the amount owed TO DATE for materials which I have secured in regard to the above-referenced contract and property. I further acknowledge and understand that I am to provide a paid receipt for this materials advance prior to any progress payments. I hereby waive any and all liens or rights thereto, arising out of the attached materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-2

**Unconditional Lien Waiver and
Acknowledgement of Progress Payment**

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this progress payment and that it represents the amount owed to date for all materials and labor which I have furnished in regard to the above-referenced contract and property. I hereby waive any and all liens or rights thereto, arising out of the above-described materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-3

City of Pocatello
Notice of Completion,
Unconditional Lien Waiver, and
Acknowledgement of Final Payment

Project Address/Legal Description: _____

In consideration for the **final** payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents full satisfaction of monies due and owing for all materials and labor which I have furnished in regard to the above-referenced contract and property. All items as appearing on my original bid, addendums if any, and change orders, if any, have been completed in accordance with the contract, applicable building codes, standards, and ordinances. I hereby waive any and all liens or rights thereto, arising out of the labor or materials provided or furnished to me under the terms of the said contract.

Signature of Contractor

Date

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City Staff Review

Project Manager

Date

EXHIBIT I
FINAL INSPECTION/COMPLETION/ACCEPTANCE

Project Address: _____

DATE OF NOTICE TO PROCEED: _____ DATE OF COMPLETION: _____

Contractor: _____

Name

DBA

Address

Phone No.

Owner Certification of Completion/Acceptance:

- 1) Owner certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Owner hereby accepts the work and by such acceptance waives and releases any and all claims or demands of any kind or character whatsoever that Owner may have against Contractor with the exception of any claim which may result from faulty materials or appliances which fail within the warranty period or faulty workmanship which could not be determined at the time of inspection (latent and/or patent defects), and further does hereby release the Contractor from the Contract in that, based upon Owner's inspection and personal examination of the work in progress and as completed, the contractor has fully performed the terms and conditions of said contracts in a workmanlike manner to the satisfaction of the Owner.
- 3) Owner certifies and covenants that all required building inspections have been fulfilled and final inspections and occupancy have been approved.
- 4) Owner acknowledges receipt of any applicable written manufacturers' warranties from the contractor.
- 5) Owner hereby authorizes final payment in the amount of \$_____ on a total final contract of \$_____ be released to the contractor under the terms and conditions of the Agreement between the Owner and Contractor.

Owner(s) Approval: _____

Printed Name

Signature

Printed Name

Signature

Date: _____

Contractor Certification:

- 1) Contractor certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Contractor hereby certifies that the materials, equipment, and appliances provided for the project were new materials (unless specifically identified within the contract), installed in full compliance with all applicable regulations and manufacturers' recommendations.
- 3) Contractor hereby certifies that the work has been completed in accordance with the construction contract and request that final payment (in the amount shown in 5 above) be made and released under the terms and conditions of the Agreement Between Owner and Contractor, which when paid, will be in full satisfaction of monies due and owing under the Contract.
- 4) Contractor hereby guarantees the work performed for a period of one year and certifies that the homeowner has been provided with the original manufacturers' written warranties, where applicable.

Contractor Signature/Title

Date

Project Manager Certification:

The work on the property listed above was performed in accordance with the Scope of Work, Confirmation of Bid/Proposal, and the contract documents for this rehabilitation project. All applicable Building Department inspections have been completed and approved for occupancy. All guarantees and warranties begin as of the completion date indicated at the top of this document.

Project Manager

Date

Grant Administrator Acknowledgement:

The owner(s), contractor(s), and project manager have acknowledged to me the significance of this Notice and I hereby approve this document.

Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit J
Payment Request #_____

City of Pocatello
Planning and Development Services
911 N. 7th Ave, P.O. Box 4169
Pocatello, ID 83205-4169

Date:_____

☐ **Advance**
(Requires Materials List from Vendor with the
property Address)

☐ **Progress**
(Paid receipt for materials advance to be
attached to first progress payment)

☐ **Final**
(Requires Completed Exhibit L Form)

Project Address: _____

Property Owner: _____

Contractor: _____

CONTRACTOR'S REQUEST FOR PAYMENT: Request is hereby made for payment in connection with the executed contract, as shown below and in the attached Progress/ Inspection Report:

1. Original Contract Amount \$ _____
2. Total Approved Changed Orders \$ _____
 - A. _____
 - B. _____
3. Revised Contract Amount. \$ _____
(Line 1 + Line 2)
4. Previous Payments to Date \$ _____
5. Currently Available Funding \$ _____
(Line 3 – Line 4)
6. Current Payment Request \$ _____
(see attached spreadsheet)
7. Balance of Available Funds Remaining \$ _____

Vendor #	Date
Account #	
Project #	
Amount \$	
Dept. Approval	
Budget Approval	
Group #	Trans #

I hereby certify the foregoing request is just and correct; that the amount claimed is legally due after allowing all just credits, adjustments, and change orders; and that no part of the amount on Line 7 has been previously paid.

Contractor's Signature/Title

Business Name

Project Manager Signature

Grants Division Manager

CONTRACT

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

This Contract is by and between City of Pocatello (Owner) and
Retroscape, LLC (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Attachment B - Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.
 - 2. This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along the CWDG Project Area Wildland Urban Interface (WUI) priority areas by removing junipers on City-owned and private property.
 - 3. The City seeks qualified contractor(s) to conduct the hazardous fuel treatments in accordance with Attachment A – Master Treatment Specifications, including vegetation removal and material disposal, for specific project sites to be designated by Calls/Orders.
 - 4. This contract establishes an agreement with a qualified contractor that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products or work orders are to

2020 ISPMC 00522

Modified from EJCD® C-522, Contract for Construction of a Small Project.

Copyright © 2016 National Society of Professional Project Managers, American Council of Project Managing Companies,
and American Society of Civil Project Managers. All rights reserved. Page 1 of 19

be provided by the Contractor and coordinated with the Owner and Project Manager. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Project Manager. Project Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Project Manager will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Project Manager or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract
 - 2. Attachment A – Master Treatment Specifications
 - 3. Attachment B – Project Area Maps
 - 4. Attachment C - RFP
 - 5. Attachment D - Contractor Submission to Request for Proposals
 - 6. The following Exhibits which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Exhibit A – Notice of Award
 - b. Exhibit B – Preconstruction Report
 - c. Exhibit C – Call/Order Scope of Work and General Hazard Fuel Reduction Prescription
 - d. Exhibit D – Confirmation of Bid
 - e. Exhibit E – Non-Collusion Affidavit
 - f. Exhibit F – Certification Regarding Lobbying
 - g. Exhibit G – Change Order
 - h. Exhibit H-1 – Materials Lien Waiver
 - i. Exhibit H-2 – Lien Waiver
 - j. Exhibit H-3 – Final Lien Waiver
 - k. Exhibit I – Final Inspection
 - l. Exhibit J – Pay Request Change Orders

- B. Federal Provisions – The following federal provisions are incorporated by reference:
1. Federal Financial Assistance Award of Domestic Grant 26-DG-11040613-604 between City of Pocatello and the USDA, Forest Service (Community Wildfire Defense Grant Portneuf Valley Wildfire Risk Grant Agreement)
 2. US Forest Service General Terms & Conditions including Forest Service Federal Financial Assistance General Terms and Conditions and USDA General Terms and Conditions
 3. Subparts A through F of 2 CFR Part 200
 4. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

ARTICLE 3 - PROJECT MANAGER

3.01 Project Manager

- A. The Project Manager for this Project is **the City of Pocatello and their designee(s), including:**

Designee(s):

Charles Samson III
csamsoniii@gmail.com
208-317-5017
High Country RC&D, Inc.

Charity Staggs
landpartners@sicog.org
208-233-4535
Southeast Idaho Council of Governments

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Contract term shall be three years beginning on the effective date of this contract through November 30, 2029 with a mutually executable option to extend for 1 year.
- B. Specific completion dates for individual Calls/Orders will be included in the Call/Order Scope of Work and agreed on by the Contractor upon award of that Call/Order.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Project Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Project Manager for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Project Manager.
- B. The Contractor shall update and submit the progress schedule to the Project Manager each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents base unit prices included in the Contractors response to the RFP Schedule of Items:

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be included in the site specific Call/Order.

- B. Changes to Contract Price
 - 1. Annual Review of Unit Prices – Prices shall remain fixed and firm for the initial 12 months of the agreement. Following the initial period, the Contractor may request a price adjustment. Price adjustments must be presented at least 30 days prior to the effective date of the adjustment and include supporting justification for the adjustment.
 - 2. Adjustment of Base Unit Price outside of Annual Review - Contractors provided base unit prices in their RFP submission that will be the prevailing basis for bids for specific Calls/Orders. In the event the Call/Order requires the Contractor to update their base bid pricing outside of the Annual Review of Pricing as described in 5.01.B.1., the Contractor shall provide the revised unit pricing with supporting justification, including but not limited to documented manufacture price increases, regulatory changes, and labor/material fluctuations.

ARTICLE 6 - BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

6.01 Bonds

A. Before starting Work for any service valued at \$50,000 or greater, Contractor shall furnish a performance bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>\$1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u></u>
Bodily Injury/Disease Aggregate	\$ <u></u>

- b. Commercial General Liability:

General Aggregate	\$ <u>\$1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>\$2,000,000</u>
Personal and Advertising Injury	\$ <u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>\$1,000,000</u>

- c. Automobile Liability herein:

NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.

Bodily Injury:	
Each Person	\$ <u></u>
Each Accident	\$ <u></u>

Property Damage:

Each Accident \$ _____

Combined Single Limit of: \$ \$1,000,000

d. Excess or Umbrella Liability:

Per Occurrence \$ \$1,000,000

General Aggregate \$ \$2,000,000

e. Contractor's Pollution Liability:

Each Occurrence \$ _____

General Aggregate \$ _____

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Project Manager and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Project Managers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Project Manager except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall maintain a Class B license with the City of Pocatello prior to starting work.
- C. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Project Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.07 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Project Manager upon completion of the Work.

7.08 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Project Manager and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
 - D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
 - E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Project Manager determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.09 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Project Manager specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Project Manager will provide timely review of shop drawings and samples.
- E. Project Manager's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Project Manager's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Project Manager and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals.
- H. Shop drawings are not Contract Documents.

7.10 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Project Manager and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.11 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.12 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Project Managers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Project Manager.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION

9.01 Project Manager's Status

- A. Project Manager will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Project Manager as Owner's representative during construction are set forth in this Contract.
- B. Neither Project Manager's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Project Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Project Manager, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Project Manager to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Project Manager will make visits to the Site at intervals appropriate to the various stages of construction. Project Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Project Manager has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Project Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Project Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Project Manager's decision, subject to the need for Project Manager's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other Project Management or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Project Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Project Manager will promptly:
 1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Project Manager's findings, conclusions, and recommendations.
- C. After receipt of Project Manager's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Project Manager's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Manager promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Project Manager will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Manager, Contractor shall, if requested by Project Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Project Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Project Manager has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to

Project Manager. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Project Manager, no more frequently than monthly, to Project Manager. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Project Manager will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Project Manager will recommend reductions in payment (set-offs) which, in the opinion of the Project Manager, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.05 Substantial Completion

- A. The Contractor shall notify Owner and Project Manager in writing that the Work is substantially complete and request the Project Manager issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Project Manager an initial draft of punch list items to be completed or corrected before final payment.
- B. Project Manager will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Project Manager does not consider the Work substantially complete, Project Manager will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Project Manager considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Project Manager will deliver to Owner a

certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Project Manager will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Project Manager's written recommendation of final payment.

14.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Project Manager. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in

the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Project Manager, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Israel Boycott

- A. Pursuant to Idaho Code §67-2346 (2), Contractor hereby certifies that is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel or territories under its control.

17.08 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.09 Designated Representatives

CONTRACTOR

Retroscape, LLC
Jared Parker
13335 S. Robin Rd
Armo, ID 83214

OWNER

City of Pocatello
Mayor Mark Dahlquist
911 N. 7th Ave
Pocatello, ID 83201

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on November 5, 2026 (which is the Effective Date of the Contract).

OWNER:

City of Pocatello

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

CONTRACTOR:

Retroscape, LLC

Jared Parker

By: _____

Title: Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

13335 S. Robin Rd.

Arimo, ID 83214

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

ATTACHMENT A

MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders. Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80%~~

~~of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~

- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
 - ~~▪ If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
 - ~~▪ In some areas material can be dragged to where mastication or mulching machinery can reach it.~~
- D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.
- E. Sagebrush, other brush, and noxious/invasive weeds
- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
 - All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
 - All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
 - Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre

(density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.

2. Do not leave trees within 100' of structures.
3. All trees under power lines or identified utilities shall be cleared
4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.

iii. Limbing of remaining trees.

1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 1. Do not leave trees within 100' of structures.
 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City to account for needed clearance.
 3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow-the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing

appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.

- Contractor shall provide a traffic control plan as requested per call/order

- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.
- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
- H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

V. Seasonality, Hours, and Days of Operation:

- A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
- B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
- C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.

VI. Location of Project Areas:

- A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.

VII. Project Boundary Marking:

- A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.

VIII. Notification of Cessation or Restart of work:

- A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.

IX. Personnel Requirements:

- A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
- B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.

1. LICENSING, INSURANCE AND BONDING REQUIREMENTS

- I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
- II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
- III. Contractor shall maintain a license with the City of Pocatello.
- IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
- V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

2. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

3. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

4. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

5. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

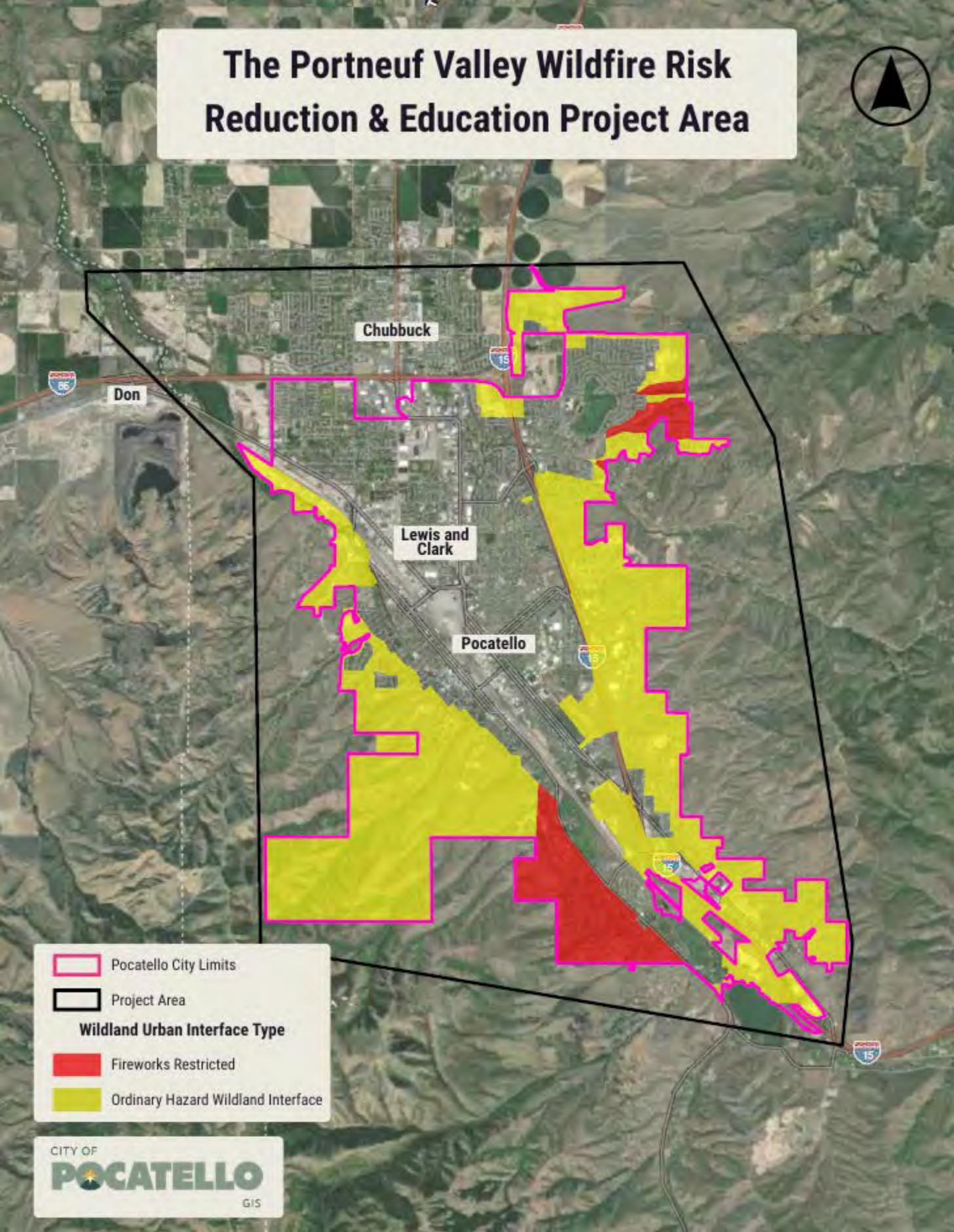
Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Attachment B - Project Area Maps

The Portneuf Valley Wildfire Risk Reduction & Education Project Area



Pocatello City Limits



Project Area

Wildland Urban Interface Type

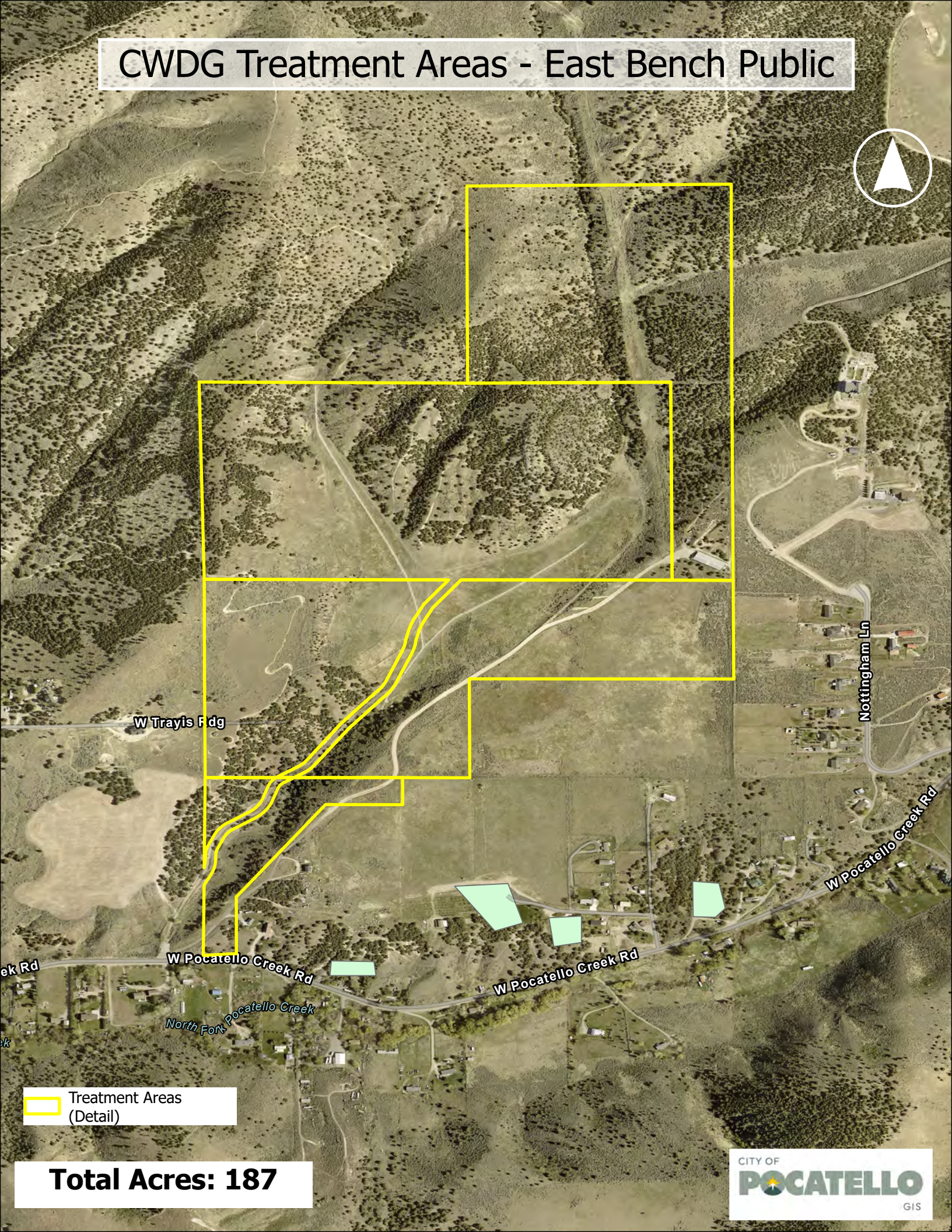


Fireworks Restricted



Ordinary Hazard Wildland Interface

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

Total Acres: 136

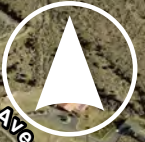
CWDG Treatment Areas - West Bench



 Treatment Areas
(Detail)

Total Acres: 157

CWDG Treatment Areas - Johnny Creek



 Treatment Areas
(Detail)

Total Acres: 46

Attachment C

Request for Proposals:

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments



REQUEST FOR PROPOSALS

Hazardous Fuel Treatments

Project Title: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Due: September 25, 2026 at 3:00PM MT

Awarding Authority: The City of Pocatello

Contact:

Christine Howe
911 N. 7th Ave
Pocatello, ID 83201
208-234-6186
chowe@pocatello.gov

Date Issued: August 25, 2026 after 8AM

CITY OF POCATELLO
REQUEST FOR PROPOSALS (RFP) – Portneuf Valley Wildfire Risk Reduction and Education Program
Hazardous Fuel Treatments

Section I. Introduction

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

The City, a municipal corporation located in Southeast, Idaho, is issuing this Request for Proposals (“RFP”) and anticipates selecting contractors that have experience working in a local government setting and have familiarity with Federal regulations. Only the firms responding to the RFP will be considered. The City will evaluate responses to select qualified firms and enter into contract for a three-year period with options of two (2) one-year extensions through mutual consent between the City and selected contractors.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

1. **The technical proposal shall address specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Schedule/Availability.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
2. **The price proposal shall provide pricing for ALL Items in the Schedule of Items.** Quotes should be specific to the project area and based on the hypothetical scenario as described on page 17 of the solicitation (Description of Conditions) and hypothetical, technical specifications of Appendix A. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
3. **Fill out and include the required representations and certifications (Appendices A through D) that are included in the solicitation.**

Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls/orders submitted for future specific projects.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Calls/Orders for specific projects will be emailed to only the contractors awarded under this BPA. All contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

This solicitation is being conducted in accordance with the provisions of Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions), the City of Pocatello Purchasing Policies, and Code of Federal Regulations 2 CFR 200. Those provisions are hereby incorporated by reference into this RFP. All contracts must be strictly awarded in accordance with the requirements of the RFP. Section 3, disadvantaged business enterprises, minority owned businesses, and women owned businesses are especially encouraged to apply. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective Respondents who received copies of the original request.

Proposal Due Date: September 25, 2026 at 3:00 PM MT

RFP Name: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

RFP Availability: <https://pocatello.gov/Bids.aspx>

Return RFPs to: City of Pocatello
Attn: Christine Howe – Grants Division
911 N. 7th Avenue
Pocatello, ID 83201

Any questions pertaining to the scope of services in this solicitation should be submitted in writing. All answers will be in the form of an addendum and sent to registered Respondents. All questions must be submitted in writing no later than 5:00 PM MT on June 1, 2026 to Christine Howe, Grants Manager via email at chowe@pocatello.gov.

Please read this entire document before responding or submitting questions. Thank you for your interest.

RFP Issuance	August 25, 2026
RFP Virtual Instructional Meeting	September 10, 2026 at 3:00PM MT
Questions Deadline	September 14, 2026 at 5:00PM MT
Proposals Due	September 25, 2026 at 3:00PM MT
Anticipated Selection	Week of September 28, 2026
Anticipated Contract Start	November 5, 2026

Section II

I. Instructions & Submission Requirements

A. Instructions

1. Instructions for Submitting a Proposal

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

- 1. The technical proposal shall address four specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Benefit to Local Community.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
- 2. The price proposal shall provide pricing for ALL Items in the Schedule of Items (provided as Attachment A).** Quotes should be specific to the project area and based on the hypothetical scenario as described in Section V. C. of the solicitation. Pricing is required for ALL items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Call/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
- 3. Fill out and include the required representations and certifications (Appendix A through D) that are included in the proposal package.**

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls submitted for future specific projects.

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA. All Contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

If you have questions regarding the solicitation package or issues accessing the solicitation documents on <https://pocatello.gov/Bids.aspx>, please contact Christine Howe at chowe@pocatello.gov.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join: <https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

2. Place for Submission

Proposals are to be submitted by mail or in person to Pocatello City Hall, Attn: Planning and Development Services, 911 N. 7th Avenue, Pocatello, ID 83201 by 3:00PM MT on September 25, 2026. Proposals will be considered on time if received by the Submission Deadline using the time on the clock located in the City of Pocatello's Planning and Development Services Department at City Hall. Postmarks will not be considered. E-mail submissions will not be accepted. The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. If, at the time that proposals are due, City Hall is closed due to uncontrolled events, proposals will be accepted until 3:00PM MT on the next day that City Hall is open. No individual extensions of this deadline will be granted. Late proposals will be deemed "non-responsive" and will not be opened. They may be picked up by the Respondent if so desired.

3. Idaho Code

Attention of all Respondents is directed to Title 67, Chapter 28 of the Idaho Statutes governing transactions involving requests for proposals, and to all other applicable sections of the Idaho Code as most recently amended which govern the award of this contract.

4. Disclosure of Information

Submission of a proposal shall be deemed acknowledgement that the Respondent is familiar with the Idaho Public Records Law, Idaho Code §74, and is bound thereby. Disclosure of any information provided by a Respondent in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to Idaho Code §74. To review copies of proposals after contracts have been awarded, contact the RFP contact person identified in this RFP or submit a written request in compliance with the Idaho Public Record Law using the City of Pocatello Public Records Request Portal, available at: <https://pocatello.gov/251/Records-Requests>.

5. Reservation of Right

The City of Pocatello may cancel this Request for Proposals or may reject in whole or in part any and all responses or proposals when it is determined that said cancellation or rejection serves the best interests of the City. The City reserves the right to reject any or all proposals after determining if each response is responsive and responsible.

6. Non-Collusion

It is understood that the Respondent has submitted the proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion, Appendix B. Respondents are required to complete this form. Failure to do so will result in a rejection of the proposal.

7. Cost of Proposal

All costs involved in preparing the proposal will be borne by the Respondent. The City or any Department, Division, employee or section of the City will not be liable for any costs associated with the creation of the proposal.

8. Incomplete or Conditional Proposals

Proposals, which are incomplete, conditional or obscure, may be rejected. No award will be made to any Respondent who cannot satisfy the awarding authority that they have sufficient ability and sufficient capital to enable them to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive, and binding.

B. Submission Requirements

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and **MUST** mirror paper versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.
3. Failure to submit proposals in the format described herein may result in the rejection of the proposal.
4. The contract is scheduled to be awarded within sixty (60) days of this proposal opening. This RFP as well as the successful Respondent's proposal will become part of the contract.
5. By submitting a signed proposal, the proposer acknowledges and agrees to the City of Pocatello's "Terms and Conditions" contained in Section III: Terms and Conditions.
6. If any changes are made to this RFP, an addendum will be distributed to all Respondents who have received the RFP and posted on the City bid page.
7. A Respondent may correct, modify, or withdraw a proposal by written notice if received by the City prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed

Date Issued: August 25, 2026 after 8AM

envelope clearly labeled "Modification No. _." Each modification must be numbered in sequence and must reference the original RFP. After the proposal opening, a Respondent may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Respondent will be allowed to correct them. If a mistake and the intended correct wording are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct meaning. A Respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording is not similarly evident.

8. Individuals are encouraged to submit proposals; individuals who submit proposals will not be subject to requirements that are only applicable to businesses such as authorized signatory and financial stability certifications. However, individuals will still be required to fill out those applicable portions of the required forms.
9. Proposal prices must remain firm for 90 days after the proposal opening.
10. **Proposals must also include the signed** Price Proposal page, Certificate of Authority page, Certificate of Non-Collusion, Certificate of Tax Compliance, as provided in this RFP. See Appendices for additional details.
11. All proposals must be signed by appropriate, authorized individual or individuals, e.g. if the Respondent is a partnership, by the name of the partnership, with the signature of each general partner. If the Respondent is a corporation, it must be signed by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed, or appropriate certificate of authorization.
12. Written addenda issued by the City will be posted on the City bid page and e-mailed as necessary to all parties that the City is aware have requested documents using the contact information provided to the City. A copy of any addendum as may be issued will be on file with the City. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Respondent should contact Christine Howe via e-mail or phone, if they believe an addendum has not been received. A copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent.
13. The City of Pocatello is the awarding entity that will sign the contract and to whom invoices will be submitted/received and by whom the Respondent will be paid/submit payment.
14. All proposals will be reviewed by the Evaluation committee. A recommendation will be made by the Evaluation Committee to accept the proposal which is in the best interest of the City. The consideration of all proposals and subsequent selection of a successful Respondent shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin. The recommendation will be based on the evaluation criteria (Section V).
15. Failure to complete the enclosed forms, answer any questions, or provide the required documentation will result in the proposal being deemed non-responsive and the rejection of the proposal, unless the City determines that such failure constitutes a minor informality.

Section III. Terms & Conditions

1. General Terms and Conditions

The process of selecting organizations to provide consultation services for the City's benefit requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made as well as compliance with Federal procurement standards outlined in 2 CFR 200 for the implementation portion of this proposal and subsequent successful grant applications.

The City reserves the right to accept or reject all proposals or portions thereof without stated cause. The City reserves the right to re-issue any RFP or cancel the RFP if none of the proposals are deemed satisfactory to the City. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The City may also elect to reject all proposals and re-issue a new RFP.

Clarification of proposals: The City reserves the right to obtain clarification of any point in a Proposer's proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within two business days. The City is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Proposer.

2. Conflict of Interest

By the submission of a proposal, the Proposer agrees to ensure that, at the time of contracting, the Proposer will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Proposer's obligations under the Agreement. The Proposer shall further covenant that, in the performance of the Agreement, the Proposer shall not employ any person, or subcontract with any entity, having any such known interest.

3. Public Information

Information supplied by the Proposer to the City may be subject to the Idaho Public Records Law. Such information shall become public unless it falls within one of the exceptions in the statute, such as security information, trade secret information, or labor relations information. If the Proposer believes any information which is not public will be supplied in response to this RFP, the vendor shall take reasonable steps to identify for the City what data, if any, it believes falls within the exceptions. If the proposal data is not marked in such a way as to identify non-public data, the City will treat the information as public and release it upon request. In addition, the City reserves the right to make the final determination of whether data identified by the proposer as not public falls within the exceptions within the statute.

4. Equal Employment Opportunity

The Proposer agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference,

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

disability, or age. When required by law or requested by the City, the Proposer shall furnish a written affirmative action plan.

Section IV. Project Overview and Scope of Work

1. PROJECT OVERVIEW

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.

In some areas, the junipers within the project boundaries are extremely dense and/or on very steep terrain, exacerbating the fire danger for upslope homes. Removing these species will reduce risk by reducing available fuels and flame lengths if a fire does burn through the area.

2. PURPOSE

This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along Pocatello's east and west bench priority areas by removing junipers on City-owned and private property.

The City seeks qualified contractor(s) to conduct the following treatments, including vegetation removal and material disposal. The City is issuing this Blanket Purchase Agreement to establish a list of qualified contractors that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

Contractors shall provide bid pricing based on the treatment specifications included in this solicitation.

3. MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders.

Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

Date Issued: August 25, 2026 after 8AM

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80% of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~
- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
- ~~• If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
- ~~• In some areas material can be dragged to where mastication or mulching machinery can reach it.~~

D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with stumps treated with herbicide within 5 minutes of cutting.
- All Siberian Pea shrub within treatment area shall be removed, with stumps sprayed with herbicide within 5 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

Date Issued: August 25, 2026 after 8AM

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 - 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.
 - 2. Do not leave trees within 100' of structures.
 - 3. All trees under power lines or identified utilities shall be cleared
 - 4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
 - 5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.
- iii. Limbing of remaining trees.
 - 1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 - 1. Do not leave trees within 100' of structures.
 - 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite

spacing requirements as determined by City to account for needed clearance.

3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.
 - Contractor shall provide a traffic control plan as requested per call/order
- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.

Date Issued: August 25, 2026 after 8AM

- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
 - H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.
- V. Seasonality, Hours, and Days of Operation:**
 - A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
 - B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
 - C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.
- VI. Location of Project Areas:**
 - A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.
- VII. Project Boundary Marking:**
 - A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.
- VIII. Notification of Cessation or Restart of work:**
 - A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.
- IX. Personnel Requirements:**
 - A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
 - B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.
- 4. LICENSING, INSURANCE AND BONDING REQUIREMENTS**
 - I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
 - II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
 - III. Contractor shall maintain a license with the City of Pocatello.
 - IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
 - V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

5. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

6. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

7. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

8. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Section V. Technical Proposal and Price Proposal Submission Requirements

A. Selection Process

1. Only those Respondents who submit all forms and materials as required will be considered responsive.
2. The City has determined that the selection of contractors for these services requires comparative judgement of factors (evaluation criteria) to determine qualifications. The proposals will be evaluated to determine the technical qualifications of the contractors and the unit prices provided.
3. Only those contractors deemed responsive will be awarded A responsive proposal is one that meets the minimum submission requirements and is rated at least 50% for each evaluation criteria item included in the RFP.
4. Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.
5. Multiple awards may result from this procurement.

B. Technical Proposal Requirements

Proposal shall be a maximum of 10 pages, not including any attached resumes or required forms. No font may be smaller than 11 point for body text or smaller than 9 point for other text. Page numbers are given for 8.5"x11" sheets. Any pages in excess of the 10-page limit will not be included in the review. The proposal shall address the following components:

1. Introductory Cover Letter (recommend 1 page)
2. Team and Key Personnel Qualifications (recommend 2-3 pages)
 - Describe the project team including name and office location of key personnel including any subcontractors and their experience and familiarity working in the Pocatello Area or other similar geographic location on hazardous fuel treatment projects.
 - o Identify the project manager who will be responsible for this project. List the project manager's relevant experience and similar work.
 - o Identify the project foreman who will be responsible for the on-the-ground crews and daily operations
 - o Describe the key personnel's proposed roles and responsibilities on this project
 - Include relevant experience or knowledge of the Team members/Personnel with conducting similar work.
 - Proposal should include a resume for each team member in an appendix. As noted, the appended resumes will not be counted toward the page limit.
3. Equipment (2-3 pages)
 - Describe the equipment that will be used for each treatment method including:
 - i. Mechanical mastication
 - ii. Mechanical lop pile/lop and scatter
 - iii. Handcutting
 - iv. Material disposal – chipping/mulching and removal
 - v. Chemical treatment

Date Issued: August 25, 2026 after 8AM

- Equipment descriptions should be sufficient to ensure treatment specifications can be met ie – stump height, chipping, size of masticated material, composition of chemicals used to treat, etc.)
4. Relevant Past Performance (2-3 pages)
 - Provide at least two examples of previous similar work in communities comparable to Pocatello and other Idaho communities that demonstrate experience working in similar terrain, geographies, climates, and other factors that influence the treatment methodology and assessment. The examples shall include location, project type, status, and a brief description of project scope & status.
 - Provide a minimum of three references, including: 1) company name 2) contact name 3) phone number 4) email address 5) name of project or contract
 5. Timeline Schedule (recommend 1 page)
 - Provide a detailed typical project schedule including major milestones and deliverables for a call/order for the proposed treatment scenario included in this RFP
 - This should include number of days for mobilization, typical days for mastication/handwork,

C. Price Proposal

Bid pricing should be specific to the project area and based on the hypothetical scenarios (Description of Conditions) and hypothetical, technical specifications. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are the base price rates (“shelf rates”) that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task for that specific calls/order.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor bids for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the bids on individual BPA Calls/Orders submitted for future specific projects. Bids should be reflective of the Treatment Specifications required for the work as provided in Section IV of this RFP.

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than XX degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Unit 1 East Bench

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 2 East Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Item 15 – Mobilization
- Item 16– Best management practices

Unit 3 West Bench

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 4 West Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Piece size shall be no longer than XX”

Date Issued: August 25, 2026 after 8AM

- Masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site. See Items 10 and 11 for Specifications for Material Disposal.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using other treatment method (Items 4, 5, 6, 7, 8).

Item 2: Mechanical Cutting Lop & Pile

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
3. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
4. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
5. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
6. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
7. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.
8. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
9. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 3: Hand Cutting Lop & Pile

1. Where mechanical Lop & Pile is infeasible on slopes of 30 degrees or greater, hand cutting lop and pile will be used.
2. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
6. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
7. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
8. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.

Date Issued: August 25, 2026 after 8AM

9. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
10. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of XX degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Item 5: Chip & Broadcast

- Mechanically process (chip) all designated live/dead trees
- Contractor shall practice due diligence to ensure chipping will achieve the smallest piece size feasible, as well as uniformity in piece size.
- Chipped material shall be broadcast or spread to a depth of no more than six inches (6"). Excess chips must be removed off-site. See Item 8.

Item 6: Chip & Haul

- Mechanically process (chip) all designated live/dead trees
- Haul any chipped material in excess of the six inch (6") depth spread.
- Excess chips must be removed off-site

Item 7: Stump & Shrub Treatment with Herbicide

1. Will work with City to determine type/mix of herbicide chemical treatment needed for project area
2. Apply herbicide to shrub within 10 minutes of cutting
3. Application method may include low-pressure backpack or handheld sprayer

Item 8: Re-Seeding (acres)

1. Reseed with native seed mix similar to what is growing at site
2. Seeding to occur in winter/spring, not during dry conditions
3. Limit to city-owned property.
4. Re-seeding can be done by drill seeding, hydroseeding or by hand depending on terrain and site conditions

Item 9: Signage and Traffic Control

1. The Contractor shall provide signage on all public roads/public access points warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.

Date Issued: August 25, 2026 after 8AM

2. Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
3. Smaller signs may be used on non-paved roads/access trails. Many areas may be traveled by the public for recreation purposes. The City will issue press releases to notify the public of any trail closures on publicly owned lands. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels. No debris shall be masticated onto City paved streets/sidewalks.

Item 10: Access Roads and Trails

1. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.

Item 11: Erosion Control

1. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.

Item 12: Soil Tracking and Berming

1. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.

Item 13: Sediment Control and Track Off

2. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.

Item 14: Stormwater Facilities

3. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

Item 15: Mobilization (# of days)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 16: Best Management Practices

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

D. Proposal Evaluation Criteria

Category	Maximum Points
I. Key Personnel Expertise & Experience of Project Team <ul style="list-style-type: none">a. Provides sufficient project team to complete the workb. Clearly defines roles of the project team, including any subconsultants and the project team lead/project manager and on-the-ground foremanc. Demonstrates experience and expertise of project team in completing work described in scope	30
II. Equipment <ul style="list-style-type: none">a. Demonstrates experience utilizing proper equipment to complete treatment specificationsb. Has access to necessary equipment for different treatment methodologies	20
I. Completion of Similar work in recent years <ul style="list-style-type: none">a. Demonstrates completion of hazardous fuel treatment work using treatment specifications identified in RFPb. Previous similar work demonstrates compatibility with the Pocatello geography, terrain, climate, and other factors that will influence the assessmentc. Provides examples and references requested data, integration with mapping systems, etc.	25
II. Detailed Timeline demonstrating ability to deploy crews to complete work for calls/orders	25
TOTAL	100

Section VI. Contract Award

The City intends to evaluate proposals and award contract(s) without discussions with Respondents (except for clarification purposes). The City reserves the right to reject any and all offers for any reason whatsoever in the City's sole discretion; to waive immaterial project requirements; and to pursue purchasing in a manner that is in the best interests of the City.

The Respondents deemed qualified to provide the services required for the proposed project will be notified in writing through a notice of award. Once an agreement is reached with the awarded Respondent(s), the City will provide a service agreement with the City of Pocatello for signature and full execution.

If after negotiation and consideration, the City is unable to reach an acceptable agreement with the Respondent, the City will terminate negotiations with the Respondent and/or withhold the award for any reason and/or elect not to proceed with any of the proponents and/or re-solicit via a new RFP.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA.

Calls/Orders will be made for services and a subsequent Notice to Proceed will be issued to formally begin work.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.

Signature (blue ink please)

Printed Name

Title

Date

Company Name

Email

Street

Phone

City, State, Zip

Fax

Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

**AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.**

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and
says that _____ (Bidder)

he or she _____ in conformance with Idaho Code 63-15-2;
affiant _____ (is/is not)

states that _____ has paid or secured to the satisfaction
of the _____ (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent
including assessments, excises, and license fees levied by the State of Idaho or any taxing
unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's
business is located.

Dated this _____ day of _____, 20____.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: All Contractors and Subcontractors

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

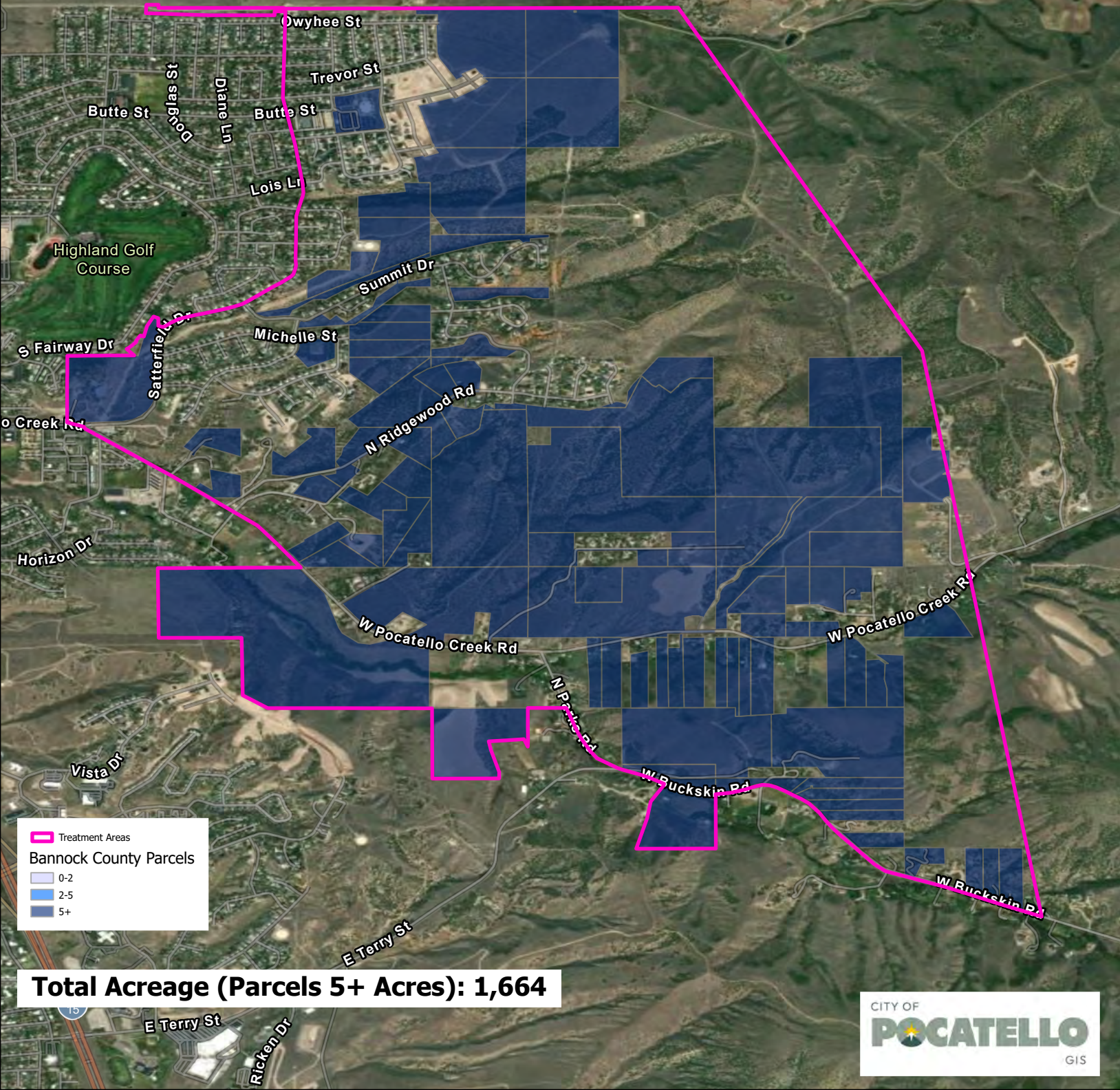
DBA: _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__

Notary Public for
My Commission Expires: _____

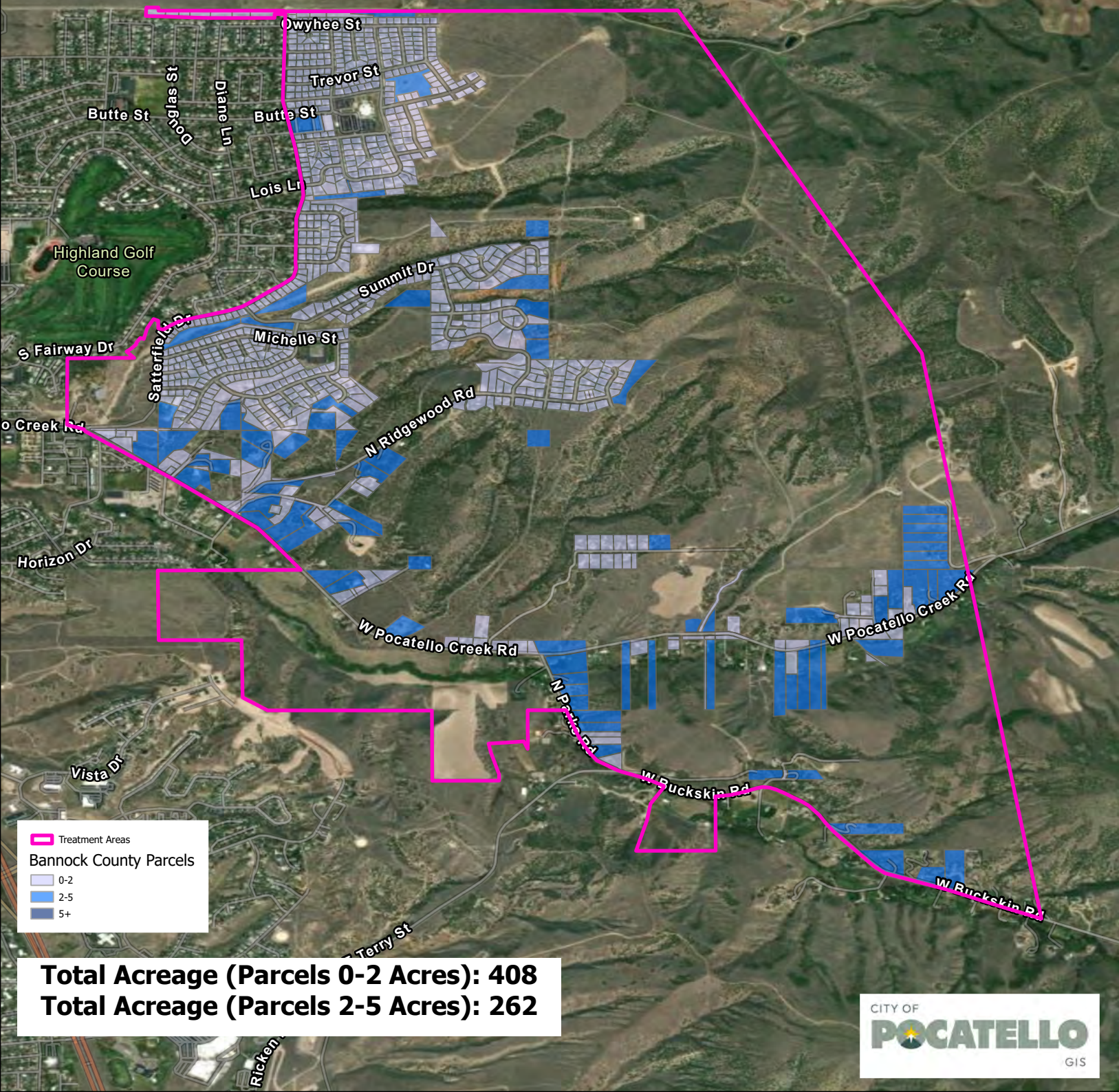
Reference Maps for Attachment A Schedule of Items

CWDG Treatment Areas - East Bench Parcels > 5 acres

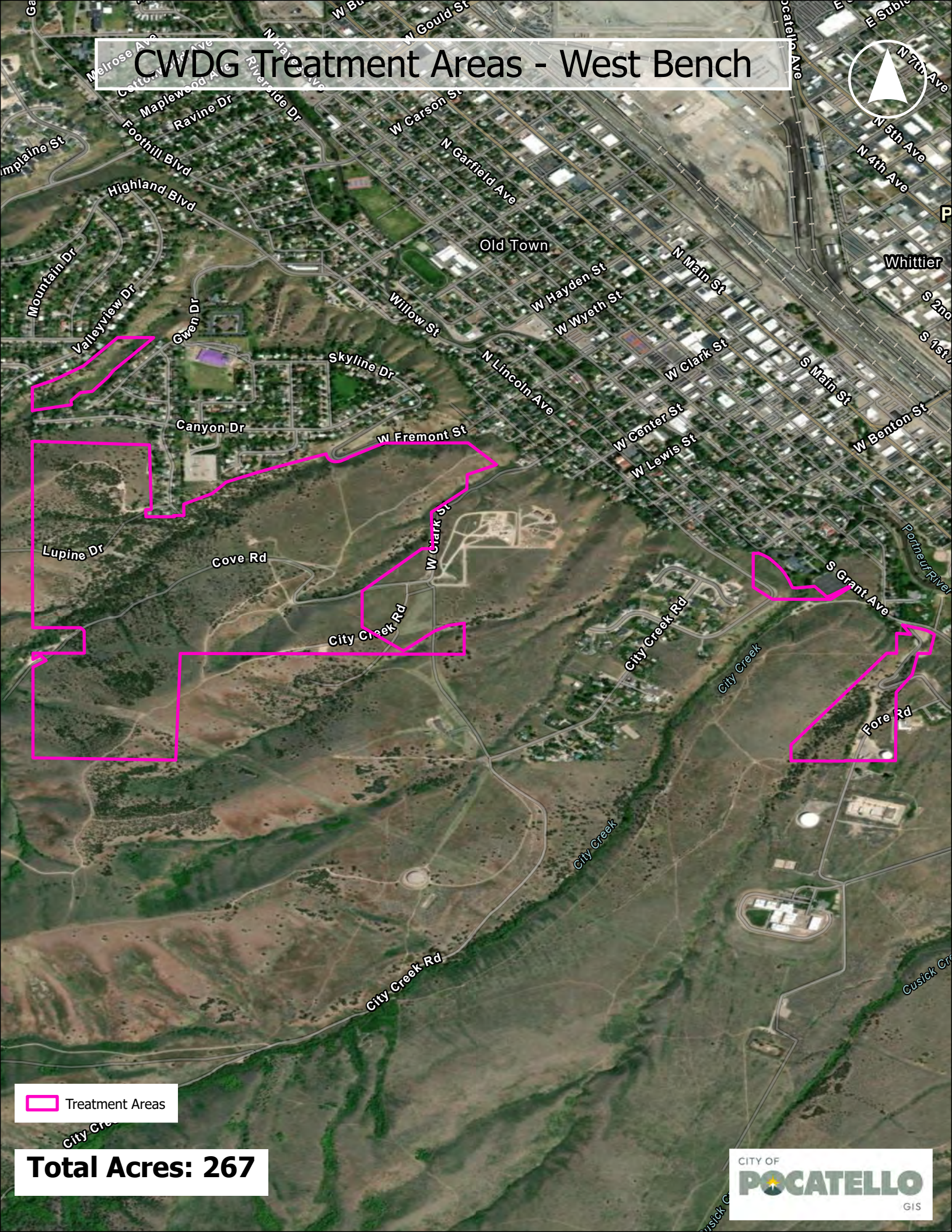


Total Acreage (Parcels 5+ Acres): 1,664

CWDG Treatment Areas - East Bench Parcels < 5 acres



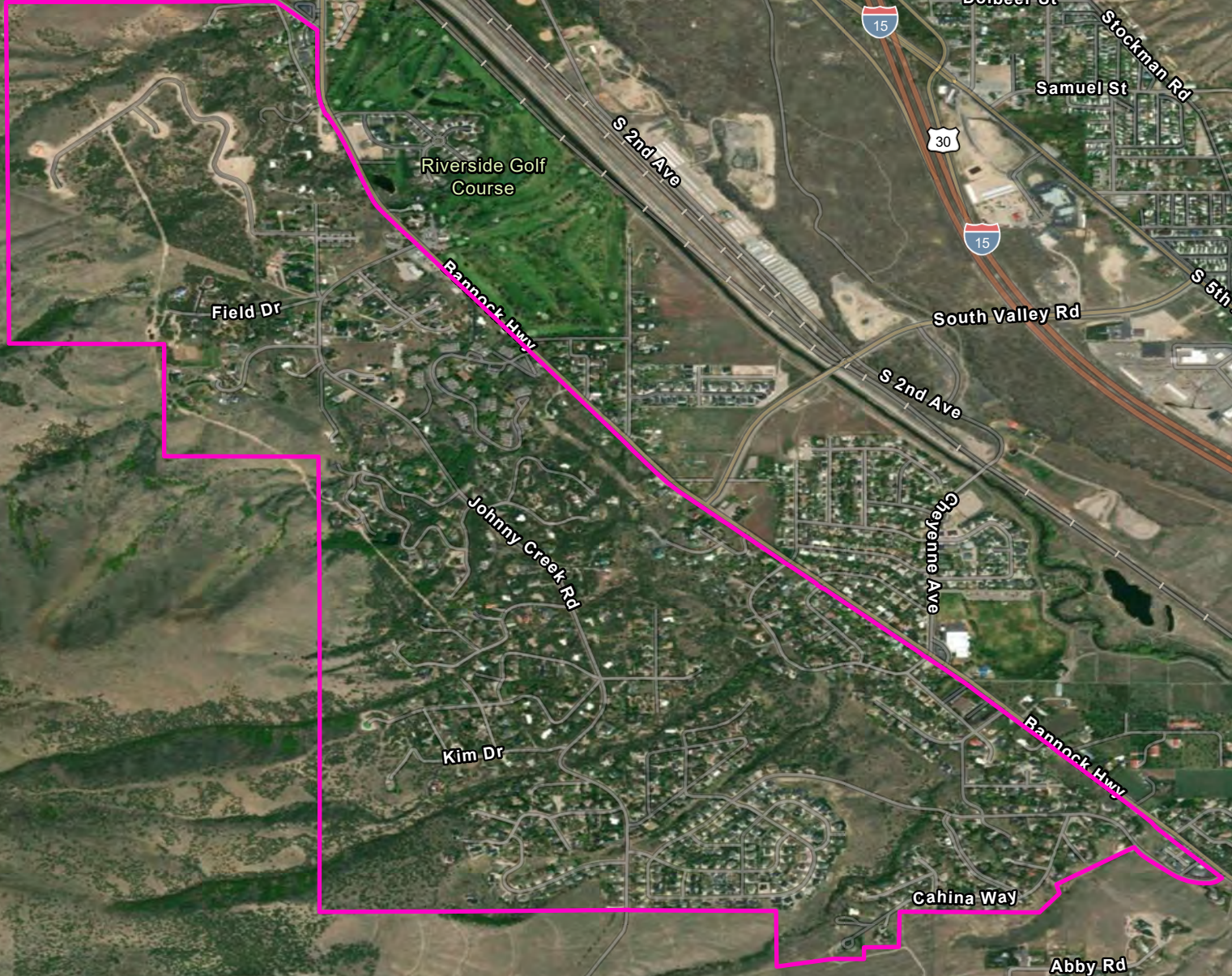
CWDG Treatment Areas - West Bench



 Treatment Areas

Total Acres: 267

CWDG Treatment Areas - Johnny Creek



 Treatment Areas

Total Acres: 1,040

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 4, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join:

<https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

Addendum # 1:

Administrative/Clerical Changes to RFP language:

1. A form for listing Subcontractors has been added (see Attachment A of this Addendum)
2. The following language changes/clarifications have been added to the RFP language:

Section C. Price Proposal

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes of 30 degrees or greater
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Contractor should conduct multiple passes to grind as much material as possible and achieve mulch size. Those remnants that are not mulched should not exceed 4 feet x 3 inches in size.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of 30 degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Responses to Questions:

Question 1: If we do not typically provide the type of work on the bid item sheet, do we still have to provide a price for the work to be considered?

Answer to Question 1: Yes, respondents must provide pricing for all items requested. Respondents may include the full cost to fulfill the work including if additional equipment/labor will be needed or if another entity will be subcontracted to conduct that portion of work. If subcontractors are to be used for items, these must be named on the Naming of Subcontractors Form (see Attachment A of this Addendum).

Question 2: After the contracts are awarded under this procurement, will I be able to adjust my bid pricing for the individual/site specific jobs that are bid out?

Answer to Question 2: Yes. The pricing submitted under this RFP will establish baseline unit pricing for the items. As individual or specific job sites are identified, a site-specific scope of work will be issued and final and best prices will be requested from the contractors qualified under this RFP. Economic increases in prices will be allowed with verified labor/material cost shifts due to site-specific specifications. In addition, the final negotiated contracts will allow for periodic price reviews over the term of the contract, such as on a quarterly or annual basis.

Question 3: The RFP documents request submission of a technical proposal and a price proposal which include an excel sheet. Do we submit the RFP as a hard copy or via email?

Answer to Question 3: Respondents should follow the instructions in the RFP and Submission Requirements which request a bound, single-sided hard copy and one electronic copy on portable media. Email submissions will not be acceptable. Per Section B. Submissions Requirements:

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and **MUST** mirror paper

versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.

Attachment A – Naming of Subcontractors Form

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number (if applicable) of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the related work under the general Contract. Failure to name Subcontractors as required may render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification and/or Work Item</u>	<u>License Number</u>
_____	_____	_____

_____	_____	_____

_____	_____	_____

_____	_____	_____

NOTES TO USER

1. This form must be included for all bids.

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 15, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

Addendum # 2

Administrative/Clerical Changes to RFP language:

The following changes to the RFP language have been made in red text:

Please see revised Section II. B (page 7)

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and ~~Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)

I. Vegetation Removal

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the “take” trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with **cut** stumps treated with herbicide **between 5 and 10 minutes** of cutting. **For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.**
- All Siberian Pea shrub within treatment area shall be removed, with **cut** stumps sprayed with herbicide, **such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes** of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

4. LICENSING, INSURANCE AND BONDING REQUIREMENTS (page 14):

I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.

II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.

III. Contractor shall maintain a **Class B** license with the City of Pocatello.

IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.

V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

Schedule of Items (page 17)

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than 30 degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.
- **All Master Treatment specifications not included as individual items below shall be assumed in the scope of work and pricing should reflect adherence to those requirements. For example, erosion control specifications have been removed from the per item pricing and are not itemized but should be included in the per acre cost of completing the work.**

Unit 1 East Bench (page 18)

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. See Map A and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 2 East Bench (page 18)

Unit 2 is composed of privately owned parcels located on the East Bench of Pocatello in the Satterfield and Highland area. See Map B and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide

- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 3 West Bench (page 19)

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See Map C and click here to view a map of the proposed conditions:

<https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 4 West Bench (page 19)

Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area. See Map D and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

...

Item 7: Stump & Shrub Treatment with Herbicide (page 21)

1. Type/mix of herbicide chemical treatment needed for project area will be adequate to treat invasive species noted in this specification
2. Provide the City with an herbicide treatment plan prior to invasive (Russian Olive and Siberian Pea) vegetation removal. Chemical treatment shall be approved by City prior to authorization.
3. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
4. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.

5. Application method may include low-pressure backpack or handheld sprayer.

Item 10: Access Roads and Trails

1. ~~All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.~~

Item 11: Erosion Control

1. ~~Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.~~

Item 12: Soil Tracking and Berming

1. ~~Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.~~

Item 13: Sediment Control and Track Off

2. ~~Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.~~

Item 14: Stormwater Facilities

3. ~~Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.~~

Item 10: Mobilization (# of days) (page 22)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 11: Best Management Practices (page 22)

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

Updated Schedule of Items

See spreadsheet attachment titled: "REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029 Schedule of Items".

Responses to Questions:

Question 1: Contractors asked clarifying questions regarding seeding and re-seeding, specifically if it would be required on all areas and in all scopes?

Answer to Question 1: Re-seeding is anticipated to be in very limited areas and will be specified on the particular call/order for the detailed scope of work. For bid pricing, re-seeding is limited to city-owned parcels and applies to scenarios Unit 1 and Unit 3 for this RFP. The seeding pricing should be based on the Item 8 specifications.

Question 2: Is limbing required at 6 feet or higher?

Answer to Question 2: Any remaining juniper shall be limbed up 6 feet from the ground.

Question 3: If the contractor creates burn piles, will the City Fire Department staff be conducting the burning?

Answer to Question 3: The Contractor should include pricing for lop and pile items 2 and 3; however, each specific call/order will detail if lop and pile is the preferred treatment for the particular area. In the event lop and pile is a treatment specification, the City will coordinate with the Contractor for piles (locations) and when the burning would take place. Based on current priority areas, lop and pile will be in very limited areas and limited circumstances. If there is burning, City Fire Department Staff will conduct the burning.

Question 4: Is there a number of stems/trees per acre available?

Answer to Question 4: Not at this time.

Question 5: Will the City be providing dumpsters or vouchers at the landfill for the disposal of material?

Answer to Question 5: No, contractors should plan to cover all costs for disposal as part of their bid pricing including any dumpsters or cost of dumping at landfills for material disposal.

Question 6: Will herbicide/chemical treatment be required on the sites and can the City provide a spec for the chemical/herbicide that is required?

Answer to Question 6: Contractors should follow the master specifications and item 7 specifications for the RFP price submission. The specific herbicide/chemical treatment type/mix will be determined by the City and included in the specific call/order scope of work. For the purposes of this RFP, Item 7 specifications as modified by this Addendum should be used for establishing a price submission.

Question 7: Please clarify the difference between mastication and mechanical cutting.

Answer to Question 7: Mechanical cutting includes the removal using equipment other than a masticator or work that will not be conducted by hand.

Question 8: What are the proposal submission requirements?

Answer to Question 8: Contractors must submit a bound hard copy of their proposal that includes all required documents and forms in a sealed package. There is no requirement for how the package is bound. In addition, an electronic copy must accompany the hard copy. This must be submitted on portable media, such as a USB flash drive, and included with the sealed proposal package.

Question 9: Do we have to acknowledge addenda and if yes how do we demonstrate that?

Answer to Question 9: Yes, per the RFP Section II, a copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent. Contractors may include a copy of the first page of all addenda and do not need to include all pages of the addendum.

Question 10: For the Relevant Past Performance section, is it okay to include a reference for fuels reduction work performed while employed by an agency, such as my time with both the BLM and Forest Service, rather than work performed under my own business? The RFP's reference format requests a company name for each project, so I want to confirm whether prior on-the-job experience with an agency qualifies, or whether references must be limited to work completed under my business. Most of my experience comes from my time working as an employee of both

the BLM and Forest Service, while relevant work under my business is limited since it is a relatively new business and have been hired by private landowners to do fuels reduction work.

Answer to Question 10: Yes, you may include references and experience from previous employers which may include public agencies such as BLM or Forest Service. It should be clear in the response that the Past Performance is for those key personnel members who are on the project team so that the City may properly evaluate the relevant experience of those who will work under this contract. Review the Technical Proposal Requirements for additional detail on the submission requirements to ensure you sufficiently respond to this evaluation criteria.

Question 11: Under Team and Key Personnel Qualifications, the RFP requests a resume for each team member. Does this mean resumes are required only for named key personnel or for all crew members who may work on the project, including general laborers? Since this is a Blanket Purchase Agreement with future calls/orders, my crew size and composition will depend and change on the specific jobs we're awarded, which won't be known at the time of this submission.

Answer to Question 11: Resumes are only required for the key personnel that should include the Project Manager and Project Foremen. Contractors do not need to supply resumes for all general laborers or crew members.

Question 12: As far as the pricing proposal goes, I just wanted to confirm what you said in the meeting; that our prices should be our minimum pricing?

Answer to Question 12: Yes, the pricing proposal has been updated on a per unit item basis. Please refer to the updated Schedule of Items spreadsheet included in this Addendum.

Question 13: In the meeting you mentioned the Price Proposal page, Certificate of Authority page, Certificate of non-collusion, and Certificate of Tax Compliance all be notarized. I am not seeing a Certificate of Authority page? Or is that the certification regarding lobbying? Do you have a preference on who they are notarized by?

Answer to Question 13: Yes, Contractors should submit the required forms Appendices A through D which are updated with the correct titles to be: Appendix A – Price Proposal Form; Appendix B – Non-Collusion Affidavit; Appendix C – Affidavit of Payment or

Securement of All Taxes; Appendix D – Certification Regarding Lobbying. There is no required notary format or preference.

Please see revised Section II. B

Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and ~~Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

Question 14: We did not attend the September 10 preproposal meeting. Before preparing our response, could you please confirm whether attendance was mandatory?

Answer to Question 14: No, attendance at the informational meeting was not mandatory.

Question 15: 2. How we can obtain the complete RFP, addendum and attendance/plan holder list?

Answer to Question 15: Interested contractors can obtain the RFP on the City's website at <https://pocatello.gov/Bids.aspx> or by contacting Christine Howe at 208-234-6186 or chowe@pocatello.gov. The Plan Holders list will be available after the RFP closes and should be requested through the City's Public Records Request portal at: <https://cityofpocatelloid.nextrequest.com/>

Question 16: Whether an Idaho Public Works Contractor License, active SAM/UEI registration or bonding is required?

Answer to Question 16: A Class B City license is required for contractors that are qualified under this RFP. That may be obtained after the RFP submission and prior to contract execution. Contractors must also have an active SAM.gov registration and Unique Entity Identifier (UEI). Bonding is required for obtaining the Class B license and performance and payment bonds will be required on certain jobs. Performance and payment bond requirements will be included in the call/order. Please refer to the RFP for additional insurance, licensing, and bonding requirements.

Question 17: Whether the City expects to award BPAs to multiple qualified contractors?

Answer to Question 17: Yes, multiple awards will be made for this BPA upon technical and pricing evaluations. Please refer to Section VI. Contract Award for additional information.

Question 18: How individual treatment projects will be assigned or competitively quoted?

Answer to Question 18: Future calls/orders for specific projects will be emailed to only the contractors awarded under this BPA. Future calls/orders will include a detailed scope of work and request pricing based on the price proposals submitted under this RFP. The specific call/order will be awarded to the Contractor able to conduct the work for the best price. Contractors may update their line item pricing when submitting a response to a specific call/order as needed. Any proposed updated pricing will require a written justification supporting the revised line item price. This justification may include things such as increased cost due to the complexity of the scope of work conditions, changes in materials costs due to market conditions, changes in labor rates, etc. This information will be included in the contract documents resulting from this RFP.

Question 19: I anticipate each work area having its own advantages and disadvantages. For instance, some areas might be very rocky or have significantly more vegetation to treat than other areas. Some also may be hard to access or require moving material a long distance. Should our proposed pricing reflect ideal conditions with minimal disadvantages? In that case, if a job becomes available for us to do, will we be able to amend the pricing depending on some of the realities of the jobsite? I'm also considering this from the perspective of technical tree removals near homes, which could require a lot of climbing and rigging to create the required defensible space. That kind of work is multiple times more costly than masticating trees away from structures.

Answer to Question 19: Proposal pricing should use the available information included in the RFP for the hypothetical scenarios which include proposed area maps and site conditions, such as imagery and slope. Pricing should account for all work that may be required of the contractor in those areas. The hypothetical scenarios in the RFP are divided into geographic areas and by type of work (ex: primarily on large acreage that is public or groupings of individual private parcels that have limited access) to account for possible variation in specific jobs. Specific scopes of work will be developed for each call/order. Please see answer to Question 18 for details on updating pricing.

Question 20: The required method for submitting the technical and pricing proposals?

Answer to Question 20: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

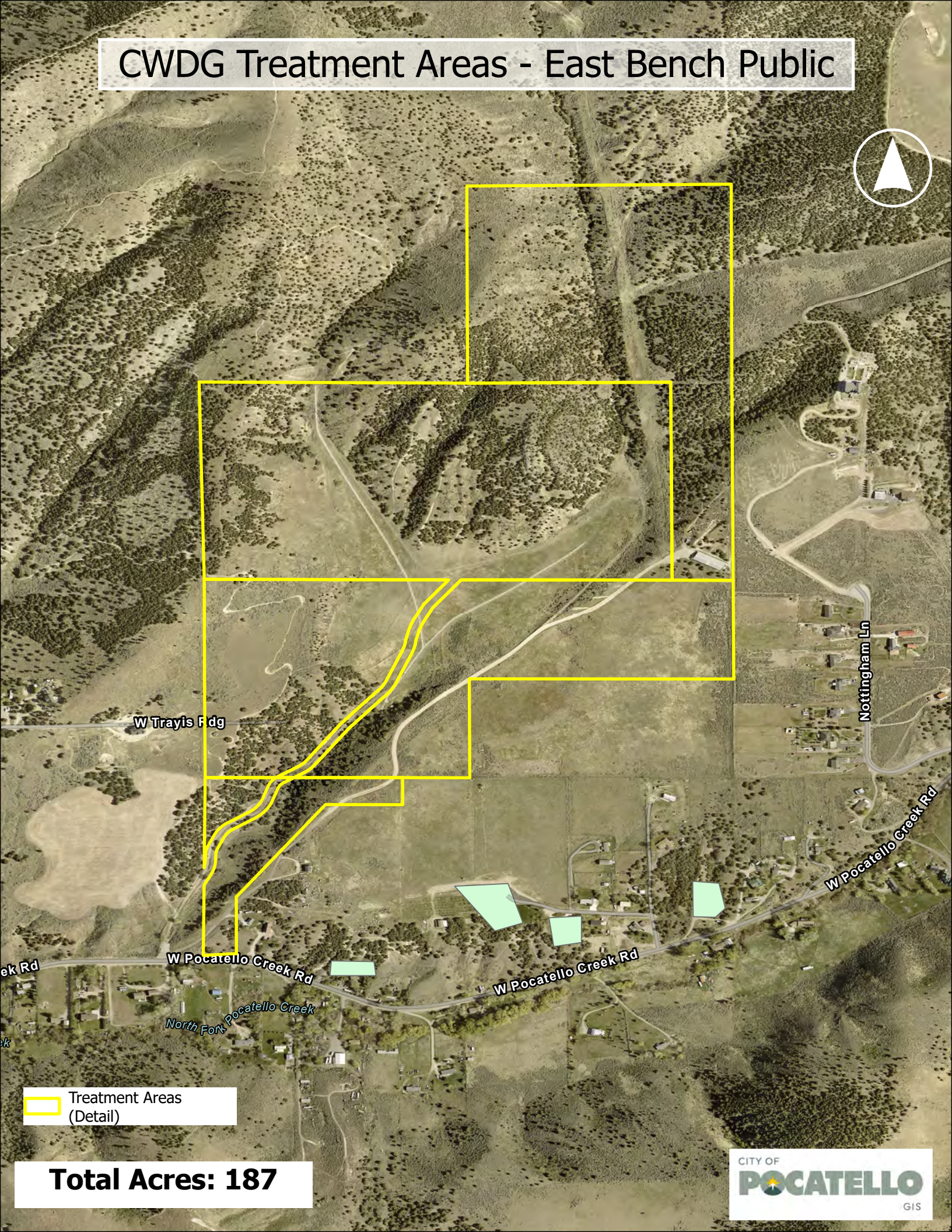
Question 21: The required method for submitting the technical and pricing proposals?

Answer to Question 21: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

Attachment A

REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029
Schedule of Items

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

Total Acres: 136

Map C - Unit 3

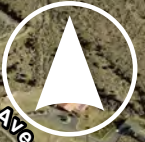
CWDG Treatment Areas - West Bench



 Treatment Areas
(Detail)

Total Acres: 157

CWDG Treatment Areas - Johnny Creek



Treatment Areas
(Detail)

Total Acres: 46

Attachment D



Retroscape, LLC ~ Est. 2015

Jared Parker (CEO, Manager) 435-881-0618 & Amy Parker (Owner) 435-213-0295

Website: www.retroscape.work ~ Email: amyparker4@hotmail.com

13335 S Robin Rd. Arimo, ID. 83214

Introductory Cover Letter

Retroscape LLC was established on Jan 12, 2015, with Susan & Amy Parker as owners and Lane & Jared Parker as managers. In 2021, Amy bought out Susan and runs the business with Jared as the manager and CEO. We have added a few employees, who work hard in making Retroscape a success. Most of them are family, but those who are not, are as close as family. Retroscape tries hard to take care of all of its employers and employees. Our employees have thousands of hours of experience operating heavy equipment and running mulching tractors.

Over the past 12 years and 65+ large acre bullhog projects, Retroscape has never had a black mark, late completion date, or an unsatisfied land owner or inspector. Our projects have ranged from sagebrush removal on flat irrigated pasture to tree and stump removal on ski resort slopes. The majority of our projects have been for BLM, Forest Service, NRCS and private ranchers removing Juniper, Pinion and Russian Olive trees. Retroscape takes pride in it's work and makes land reclamation a high priority. Along with running Retroscape, we are also ranchers, raising horses, cattle and goats. Taking care of the land is something we take very seriously, and work passionately at making it the best it can be.

Retroscape is committed to making our work area the safest environment possible for all of our employees. All Retroscape employees are highly trained on company safety policies that may vary from project to project. We have a written safety protocol available to each employee. All Retroscape employees begin and end each work day with a tractor safety walk around and inspection. We do our own maintenance and mechanic work and pride ourselves on being efficient owner/operators.

With our family working side by side with Jared and Amy, we know Retroscape has a bright future and will strive to restore the beautiful land to it's best! We believe that if we take care of the land, it will take care of us.

The Jared & Amy Parker Family





Retroscape, LLC ~ Est. 2015

Jared Parker (CEO, Manager) 435-881-0618 & Amy Parker (Owner) 435-213-0295

Website: www.retroscape.work ~ Email: amyparker4@hotmail.com

13335 S Robin Rd. Arimo, ID. 83214

Resumes of Proposed Person Performing Work

Jared Parker, CEO/Business Manager: Cell # 435-881-0618, email slashjp9@hotmail.com.

11 years of experience in operating heavy equipment. Trained in all types of Excavators, Wheeled tractors, Backhoes, Wheeled loaders, Skid-sters, Farm equipment, Commercial trucks/tractors, Expert Mechanic of both small and large equipment. High social skills and works well with anyone, is a born leader and helps maintain a strong and positive work environment for all employees. CDL

Waylon Parker, Employee: Cell # 435-799-1221

8 years of experience in operating heavy equipment. Trained in Wheeled tractors, Backhoes, Skid-sters, Farm Equipment, Commercial trucks/tractors, etc. Waylon completed his certification in Heavy Equipment at Bridgerland Applied Tech College and will have been an even bigger asset to our company by having completed that program. Waylon is hard working and is very observant and safety is very important to him. CDL

Ty Parker, Employee: Cell # 435-851-5574

7 years of experience in operating heavy equipment. Trained in Wheeled tractors, Backhoes, Skid-sters, Farm Equipment, Commercial trucks/tractors, etc. Ty has been with us off and on for the past 5 years. His experience has been super valuable as we prepared for the 2026 season. He is an excellent welder and loves to get up early and work as many hours as he can get in. Ty speaks English and Spanish. CDL

TJ Bodily, Employee: Cell # 435-232-0376

11 years of experience in operating heavy equipment. Trained in Wheeled tractors, Excavators, Bulldozers, Crushers, Backhoes, Skid-sters, Farm Equipment, Commercial trucks/tractors, etc. TJ has been with us off and on for the past 5 years. CDL

Shadie Parker, Employee: Cell #435-881-0630

4 years of experience in operating heavy equipment. Trained in Wheeled tractors, Backhoes, Skid-sters, Farm Equipment, etc. Shadie has proven herself reliable and willing to put in long hours. She brings a cheerfulness and bubbly personality to any job site she enters.

Virgil Parker, Employee: Cell #435-881-8741

7 years of experience in operating heavy equipment. Trained in Wheeled tractors, Farm Equipment, Skid-sters, Commercial trucks/tractors, etc. Virgil has been with us off and on for the past 5 years. He has been a wonderful asset to our business and also has a CDL.

Amy Parker, CEO/Owner/Employee: Cell # 435-213-0295, email amyparker4@hotmail.com

28 years of experience in Secretary, Accounting and Book keeping. She has been a business owner for over 20 years and enjoys being an entrepreneur. You will find her most often in her office or out chasing one of her 7 children. She loves being a mom, a wife, and business owner and takes pride in completing all of her jobs and tasks before her. She loves people.



Retroscape, LLC ~ Est. 2015

Jared Parker (CEO, Manager) 435-881-0618 & Amy Parker (Owner) 435-213-0295

Website: www.retroscape.work ~ Email: amyparker4@hotmail.com

13335 S Robin Rd. Arimo, ID. 83214

Retroscape LLC Onsite Equipment List **ALL OWNED**

- ~ (1) 2023 Cat Excavator with a Fecon 200U head.
- ~ (1) 2025 Weiler, M860 A, 375 hp Tier 4 Cat Engine with FAE 300/U225 Mulching head.
- ~ Complete Mobile Support Tool & Parts Van, 53ft. Contains: Lincoln Ranger 330MPX gas powered welder, Oxy/Act torch, Landa steam cleaner, Roll'on air compressor, Sullair, 125 CFM air compressor, 3000 gallon fuel tank, all types of hand and power tools, extra parts, filters, oils, lubricants, hydraulic hoses kept on hand.
- ~ Self contained 53ft, living quarters. 2 bedroom, sleeps 4, full kitchen and bathroom, fully self contained man camp. Capable in all weathers, from summer conditions to sub zero winter temperatures. 500 gallon fully contained water tank, laundry facilities. This man camp makes working in rough hot or cold conditions comfortable.
- ~ Portable wild land fire unit, 250 gallon water tote, 2 inch high pressure water pump, 300 feet of fire hose.
- ~ Twamco, Scissor neck low boy, 40 ft trailer
- ~ 1997 Freightliner Classic Semi Tractor
- ~ 1993 Freightliner Classic Semi Tractor
- ~ 40 ft Fuel Tanker, 5000 gallon
- ~ Caterpillar 12F Motor Grader
- ~ Belly Dump Trailer
- ~ Volvo L90 Wheel Loader
- ~ Gehl 6635 SXT Series 2 Skidloader
- ~ Polaris Sportsman Four Wheeler with spray rig



Retroscape, LLC ~ Est. 2015

Jared Parker (CEO, Manager) 435-881-0618 & Amy Parker (Owner) 435-213-0295

Website: www.retroscape.work ~ Email: amyparker4@hotmail.com

13335 S Robin Rd. Arimo, ID. 83214

Evidence of Past Performance

We have attached a chart we use to keep track of all of our bullhog projects. This chart has all the information you will need to see evidence of past performance. There are also names of each inspector for the projects. Feel free to contact any of our references.

References:

Keith Olive: BLM 801-503-7851

Bill Rose: Private Rancher 435-279-4633

Trevor Memmot: BLM 435-743-8308

JD Pell: USFS 435-979-0281

Brad Jessop: BLM 801-977-4331

Dan Wilkinson, Wilkinson Construction: Friend/Family 801-839-2002

Company and Contact	Address	Phone	Project Name/Location	Contractor or Sub-contractor	# of Acres	Contract Amount \$	Project Type	Date Completed	Notes
Wasatch West Contracting C		801-820-5320	Grouse Creek Bullhog	Sub Contracted	100	\$240	Bullhog	Apr-15	
Scott Richins		435-770-3851	Weston, ID	Contractor	24.5	12,818.75	Russian OlivesBull Hog	Apr-15	
Kelly Kunzler	PO Box 783 Park Valley	435-279-0029	Kunzler Bullhog Park Valley Ut.	Contractor	245	60,800	Bullhog	Mar-16	
Ted Tracy	PO Box 197 Almo, ID	435-279-0029	Almo, ID	Contractor	240	57,600	Sage Brush Bullhog	May-16	
Sunni Titmus PO Box 922	Grantsville, UT 84029	435-884-6530	Grantsville, IT	Contractor	by the hour	3,787.50	Bullhog	Oct-16	
Larry Lawrence 3585 N Univ Ave	#275 Provo, UT 84601	801-376-7518	Grantsville, IT	Contractor	by the hour	9,700.05	Bullhog	Oct-16	
Wilkinson Construction	1200 East 1000 South	801-829-6833	Government Creek East	Sub Contracted	2040	181,560.00	Bullhog	Dec-16	contact Dan Wilkinson

NRCS	85 South 100 East tre	435-257-5403	Cove Canyon	Contractor	653	167,168.00	Bullhog	Apr-17	contact Boyd White DWR in
Mike Peterson	8498 S St Street Midvale, UT 84047	801-580-5129	Myton	Contractor	N/A	7125	Bullhog	Aug-16	
Brad Peterson	2687 W 2600 S Wellsville, UT 84339		Wellsville, UT	Contractor	N/A	4,755.00	Bullhog	May-16	
Steve Meek	3525 N 1600 E Preston, ID 83262		Preston, ID	Contractor	N/A	6,075	Bullhog	Apr-16	
Wilkinson Construction	1200 East 1000 South	801-829-6833	Dry Basin Bullhog	Sub Contracted	1086	237,735	Bullhog	Feb-16	contact Brad Jessop BLM Fu
Lyle Woodbury	305 N Yale Rd Americ	208-431-1775	Lynn, ID	Contractor	150	15,125.00	Bullhog	Apr-17	
Forestry, Fire & St Lands	1594 W No. Temple, SLC	801-656-7138	Stansbury Mt. Bullhog	Contractor	246.6	56,471.00	Bullhog	May-17	Contact Trent Bristol
Tooele County Fire	47 S Main St Tooele, UT 84074	435-241-0027	Leftwich Bullhog	Contractor	146.27	37,445.12	Bullhog	Jun-16	contact Dan Walton
Travis Palmer	Park Valley	435-279-4789	Palmer Bullhog	Contractor	400	98,300	Bullhog	10/9/2017	NRCS Tremonton Brian Dav
Lyle Woodbury	Idaho Falls, ID	208-349-5991	Almo, ID	Contractor	120	15,000	Bullhog	9/25/2017	Private Land owner
Larry Lawrence	3585 N Univ Ave #275 Provo, UT 84	801376-7518	Rush Valley, UT	Contractor	59	16,555	Bullhog	10/30/2018	Private land owner/Robert

St of UT DWR #AS18054-1 Pr	Springville, UT		South Willow Bullhog, Granstville UT		532	147,364	Bullhog	1/10/2018	Inspection Keith Olive BLM
St of Ut DWR #CN18111	Springville, UT		Cherry Creek Bullhot Juab Co	Contractor	2024	451,352	Bullhog	3/15/2018	BLM Trevor Memmot 435-9
Kolob Mt Const, Trent Whitt	Virgin, UT	435-669-6217	Erickson Pass Tooele, UT	Sub Contracted	186	62,172	Bullhog	4/25/2018	BLM Brad Jesslop 801-977-4
Grant Ranch, Tom Grant	Ogden, UT	801-389-5523	LaBarge, WY	Contractor	N/A	7,500	Bullhog	6/1/2018	Tom Grant
Steve Hoffman	LaBarge, WY	307-386-2366	Mosquito Creek Ranch Contract		N/A	10,500	Bullhog	6/21/2018	
Phill Adams	Brigham City	801-540-5474	Almo, ID	Contractor	N/A	10,000	Bullhog	7/3/2018	
Rick Sutherland	Park City	435-645-6157	Fire Break	Contractor	N/A	8,000	Bullhog	9/11/2018	

Trevor Memmot BLM	Juab County	435-743-8308	Cherry Creek Bullhog	Contractor	2024 ac	\$451,352	Bullhog	march 18 2019	
-------------------	-------------	--------------	----------------------	------------	---------	-----------	---------	---------------	--

Robby Edgel BLM	Cedar Fort Ut	801-491-5678	Cedar Fort Bullhog	Contractor	705 ac	\$165,675	Bullhog	Dec. 18, 2019
Trevor Memmot BLM	Juab County	435-743-8308	Cow Hollow West Bullhog	Sub Contracted	1647 ac	\$276,696	Bullhog	Mar. 19 2019
Trevor Memmot BLM	Juab County	435-743-8308	Cow Hollow East bullhog	Sub Contracted	1719 ac	\$557,584	bullhog	Dec. 30 2019
Brad Jessop BLM	Juab County	801-977-4331	Erickson Pass 3	Sub Contracted	394 ac	\$157,812	bullhog	Dec. 23, 2019
Brad Jessop BLM	Toole County	801-977-4331	Grasshopper Bullhog	Sub Contracted	542 ac	\$161,516	Bullhog	Dec. 30, 2019
Brad Jessop BLM	Park Valley Ut	801-977-4331	Emigration Pass 1	Contractor	1557 ac	\$426,618	Bullhog	Feb. 25, 2020
Brad Jessop BLM	Park Valley Ut	801-977-4331	Emigration Pass 2	Contractor	990 ac	\$307,890	Bullhog	Mar. 15, 2020
Duncan Fuchise DNR	Joes Valley Ut	435-210-4328	Swasey Bullhog	sub contractor	1338 ac	\$437,526	Bullhog	Oct. 28, 2020
Keith Olive BLM	Grouse Creek Ut,	801-503-7851	Etna Bullhog	contractor	532 ac	\$66,500	Bullhog	Nov. 23, 2020
Trevor Memmot BLM	Juab County	435-743-8308	Erickson Knoll	sub contractor	800 ac	\$162,603	Bullhog	Dec. 16, 2020
Cody Polock BLM	Panguitch, Ut	435-979-0281	Panguitch Creek	sub contractor	2228 ac	\$866,692	Bullhog	March 10, 2021
JD Pell, USFS	Orangeville, UT	435-820-1480	Mahogany Point	Contractor	772 ac	\$189,140.00	Bullhog	10/01/21
Charlie Fischer, BLM	Green River, UT	435-259-9691	South Book Cliffs	Contractor	544 ac	\$152,320.00	Bullhog	10/31/21
Trevor Memmot BLM	Juab County	435-743-8308	Chambers Wash	Contractor	1074 ac	\$359,790.00	Bullhog	02/08/22
Trevor Memmot BLM	Juab County	435-743-8308	Mud Springs North	Sub Contracted	700 ac.	\$261,800.00	Bullhog	03/01/22
Dan Walton	Toole County	435-241-0027	Big Hallow	Contractor	65.3 ac	\$23,834.50	Bullhog	03/24/22

Dan & Heather Voss	Toole County	719-287-5551	Rush Valley, UT	Contractor	17.4 ac	\$6,351.00	Bullhog	03/24/22
Robby Edgel BLM	Cedar Fort Ut	435-671-0160	Devil Creek	Contractor	700 ac.	\$233,100.00	Bullhog	11/06/23
Tory Mathis	Vernal, UT.	435-790-1715	Indian Spring-Augusi	Contractor	502 ac.	\$256,020.00	Bullhog	12/05/22
Stan Gurley	Cedar City, UT	435-590-5690	Kane Springs	Contractor	1276 ac.	\$623,964.00	Bullhog	02/07/23

Robby Edgel	Springville, UT	435-671-0160	Devil Creek Bullhog	Contractor	700 ac.	\$233,100.00
Evan Rees	Price, UT.	435-650-2910	Mastication in Carbon County	Contractor	23 ac.	\$22,948.25
Robert Edgel	Springville, UT	435-671-0160	Big Hallow Mastication	Contractor	693 ac.	\$117,810.00
Joshua Butcher	Ogden, UT.	385-206-7438	Keg Springs, Grouse Creek	Contractor	1000 ac.	\$227,000.00
Gary Bezzant	Cedar City, UT.	435-691-2357	South Canyon Big Flats	Contractor	605 ac.	\$171,215.00
David Montague	Cedar City, UT	540-430-9794	Mastication in Beaver	Contractor	237 ac.	\$67,545.00
Charity Stagg	Price, UT.	435-650-2910	Mastication in Carbon County	Contractor	23 ac.	\$22,948.00
Charity Stagg	Bannock County, ID.	208-233-4535	Lava Ranches Fuel Reduction Pro	Contractor	Approx. 80	\$151,500.00
Charity Stagg	Caribou County	208-233-4535	Bailey Ranches Creek Fire	Contractor	Approx. 100	\$210,000.00



Retroscape, LLC ~ Est. 2015

Jared Parker (CEO, Manager) 435-881-0618 & Amy Parker (Owner) 435-213-0295

Website: www.retroscape.work ~ Email: amyparker4@hotmail.com

13335 S Robin Rd. Arimo, ID. 83214

Portneuf Valley Wildfire Risk Reduction
and Education Program Hazardous Fuel Treatments
Work Completion Strategy and Work Schedule

If awarded the contract, Retroscape will begin work on The Portneuf Valley Wildfire project(s) as soon as possible given current workload capabilities. Winter is always the busy season for mastication/bullhog work. This means we will most likely be under contract and working on other projects during the fall/winter months. Having stated that, we would only accept contracts from Pocatello City on these projects if we can complete the work within the allotted timelines after clear communication with the Project Manager. Retroscape LLC will be using TM Tree Care LLC from Wellsville, UT as a subcontractor. Please see attachments for information about TM Tree Care.

Work will be completed according to the specs outlined in the RFP in:

- Mastication
- Mechanical Cutting Lops and Piles
- Hand Cutting Lops and Piles
- Herbicide Treatment
- Re-seeding
- Signage and Traffic Control
- Erosion Control
- Soil Tracking and Berming
- Sediment Control and Track Off
- Stormwater Facilities
- Mobilization

In short, Best Management Practices will be used throughout the project(s).

1-Vegetation Removal

Retroscape will perform all of the mastication work required. As owner/operators of a family business we take great pride in doing high quality work in a timely manner. We will do our best to remove all unwanted vegetation while keeping safety of our personnel and equipment foremost. Generally speaking, we will not be masticating slopes steeper than 30% with our wheeled tractors, and 35% slopes with our excavators. The masticated mulch will be as close to 3" stumps and 6" depth as possible given terrain features, machine capabilities, and safety concerns. It must be understood that mulch will NOT be picked up and removed from masticated areas, but generally it will be spread and not stacked in piles. Efforts will be made to keep flying debris out of roads, yards, streams, etc but it must be understood that those eventualities are not entirely avoidable. We will refrain from masticating when conditions are wet enough to cause excessive rutting. **It is understood that excavator tracking and berming are completely unavoidable!** Having stated that, efforts will be made to keep excavator tracking and berming to a minimum.

2-Signage & Traffic Control

Caution Flying Debris signage will be used when necessary.

3-Access Roads & Trails

Roads and trails will be repaired to previous condition, if needed, by Retroscape.

4-Equipment

All equipment will be equipped with fire extinguishers, etc. Please see attached lists for details on specific equipment.

5-Erosion Control

It is understood that evidence of equipment tracks is completely unavoidable! Having stated that, efforts will be made to avoid or minimize tracking, berming, and rutting. Excavator tracks will run vertically rather than horizontally whenever feasible. Work will stop when muddy conditions begin to cause ruts.

6-Soil Tracking & Berming

It is understood that excavator tracking and berming are completely unavoidable! Having stated that, excavator tracks will run vertically rather than horizontally whenever it is safe and feasible to do so.

7-Sediment Control & Track Off

Efforts will be made to prevent soil and debris from entering paved roadways. Soil and debris will be removed from paved roadways as needed. Soil and debris will also be removed from drainage facilities, etc as needed.

8-Stormwater Facilities

Efforts will be made to protect and keep debris out of stormwater facilities. Identification of said facilities by the Project Manager will be required.

9- Herbicide Treatment Plan

Retroscape Manager, Jared Parker holds a current Idaho Applicator License (Lic; 110633) and will be supervising all herbicide treatments. We will use the herbicide recommended by the Project Manager. Spot spraying will be done with a backpack sprayer. Any broadcast spraying will be done with a 4 wheeler or side by side equipped with a spray rig.



Tyrel Murray owner 435-747-6212

Email Tymurraytrees@gmail.com

History of TM Tree Care. Tyrel Murray started the company six years ago he had previously worked and for the forest service as a woodland firefighter for three years on the fish lake national forest as the lead sawyer on a hand crew. He quickly hired on his sister and brother and they have been working together from the start and are as much the company as Tyrel is. TM Tree Care started as a residential tree service but has been moving towards more commercial and federal jobs.

TM Tree Care takes strives to do a complete and fair job.

Equipment list

2008 John Deere 50d excavator with rotating grapple
2025 John Deere 50d excavator with either a 4' rake or Mulcher head.
2002 brush bandit 280 200 hp 18" chipper.
2006 Chevy 2500
2015 ram 3500
24' tandem dually trailer

References

Rick Nelson development manager willow lakes 435-760-5444
Scott Wells Wellsville city manager 435-890-2101
Brian Olsen water master Providence/Millville canal. 435-752-8090

Past jobs

Willow lakes development and river rehab \$325,000
Wellsville city average \$30,000 a year
Canal work average \$50,000 a year.
Alamo NV invasive Russian olive removal and treatment \$110,000 Amber Pike project manager 775-357-6675.

**City of Pocatello Community Wildfire Defense Grant (CWDG)
Hazardous Fuel Treatment 2026-2029**

****INSTRUCTIONS: FILL-IN ONLY UNIT PRICES - TOTAL AMOUNTS WILL BE AUTOMATICALLY CALCULATED****

****PLEASE PROVIDE A HARD COPY OF THIS PRICE SHEET AS WELL AS AN EXCEL AND/OR ADOBE PDF ELECTRONIC VERSION WITH SUBMITTAL****

e1ac42771bea7

UNIT 1 EAST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas - East Bench Parcels > 5 acres

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. See map A and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$2,500.00	\$2,500.00
2	Mechanical Cutting - Lop and Pile	1	AC	\$5,000.00	\$5,000.00
3	Handcutting Lop and Pile	1	AC	\$7,500.00	\$7,500.00
4	Handcutting and Haul	1	AC	\$10,000.00	\$10,000.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$1,000.00	\$1,000.00
6	Material Disposal - Chip and Haul	1	Tons	\$5,000.00	\$5,000.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$5,000.00	\$5,000.00
8	Re-seeding	1	AC	\$5,000.00	\$5,000.00
9	Signage and Traffic Control	1	N/A	\$-	\$-
10	Mobilization	1	N/A	\$-	\$-
11	Best Management Practices	1	N/A	\$-	\$-
				\$-	\$-

UNIT 2 EAST BENCH PRIVATE PARCELS

CWDG Treatment Areas - East Bench Parcels < 5 acres

Unit 2 is composed of privately owned parcels located on the East Bench of Pocatello in the Satterfield and Highland area. See map B and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$2,500.00	\$2,500.00
4	Handcutting and Haul	1	AC	\$10,000.00	\$10,000.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$1,000.00	\$1,000.00
6	Material Disposal - Chip and Haul	1	Tons	\$5,000.00	\$5,000.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$5,000.00	\$5,000.00
9	Signage and Traffic Control	1	N/A		\$-
10	Mobilization	1	N/A	\$-	\$-
11	Best Management Practices	1	N/A	\$-	\$-

UNIT 3 WEST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas West Bench

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See map #C and map viewer to view

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$2,500.00	\$2,500.00
2	Mechanical Cutting - Lop and Pile	1	AC	\$5,000.00	\$5,000.00
3	Handcutting Lop and Pile	1	AC	\$7,500.00	\$7,500.00
4	Handcutting and Haul	1	AC	\$10,000.00	\$10,000.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$1,000.00	\$1,000.00
6	Material Disposal - Chip and Haul	1	Tons	\$5,000.00	\$5,000.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$5,000.00	\$5,000.00
8	Re-seeding	1	AC	\$5,000.00	\$5,000.00
9	Signage and Traffic Control	1	N/A	\$-	\$-
10	Mobilization	1	N/A	\$-	\$-
11	Best Management Practices	1	N/A	\$-	\$-

UNIT 4 WEST BENCH PRIVATE PARCELS

CWDG Treatment Area Johnny Creek

Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area. See map D and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$2,500.00	\$2,500.00
4	Handcutting and Haul	1	AC	\$10,000.00	\$10,000.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$1,000.00	\$1,000.00
6	Material Disposal - Chip and Haul	1	Tons	\$5,000.00	\$5,000.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$5,000.00	\$5,000.00
8	Re-seeding	1	AC	\$5,000.00	\$5,000.00
9	Signage and Traffic Control	1	N/A	\$-	\$-
10	Mobilization	1	N/A	\$-	\$-
11	Best Management Practices	1	N/A	\$-	\$-



Idaho State
Public Works Contractors License (PWCL) Board
Certifies that
RETROSCAPE LLC

Has fulfilled all the requirements of the laws of Idaho and meets the prescribed qualifications as a
Public Works Contractor - Class C
Within the State of Idaho

Russell S. Barron
Administrator



26-Jan-2026
Issued Date

 **Division of Occupational and Professional Licenses**
11341 W Chinden Blvd. Boise, ID 83720-0063
dopl.idaho.gov

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Idaho Public Works Contractors License (PWCL) Board statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

RETROSCAPE LLC

Public Works Contractor - Class C License
3571591

Issued: 26-Jan-2026 Expires: 31-Jan-2027

Renewal Required

Russell S. Barron
Russell S. Barron
Administrator

Printed: 26-Jan-2026



JARED L PARKER
Lic: 110633 EXP: 12/31
PROFESSIONAL APPLICATOR
CATEGORIES CO RW



Public Works Contractors License (PWCL) Board

RETROSCAPE LLC
Public Works Contractor - Class C License
3571591

Expires: 31-Jan-2027

Russell S. Barron
Russell S. Barron
Administrator

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 15, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

Addendum # 2

Administrative/Clerical Changes to RFP language:

The following changes to the RFP language have been made in red text:

Please see revised Section II. B (page 7)

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and ~~Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)

I. Vegetation Removal

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with ~~cut~~ stumps treated with herbicide ~~between 5 and 10 minutes~~ of cutting. ~~For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.~~
- All Siberian Pea shrub within treatment area shall be removed, with ~~cut~~ stumps sprayed with herbicide, ~~such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes~~ of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.



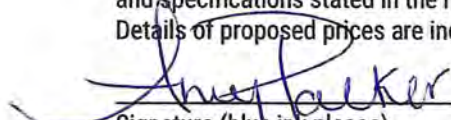
City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.


Signature (blue ink please)

Amy Parker
Printed Name

Owner
Title

9-25-2026
Date

Retroscape
Company Name

13335 S. Robin Rd
Street

Armo. ID. 83214
City, State, Zip

amy.parker4@hotmail.com
Email

435-213-0295
Phone

Fax

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF Idaho)

:ss

COUNTY OF Bannock)

Amy Parker, being first duly sworn, deposes and says that he or she is owner of Retrosape, the (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

Signed: Amy Parker

Title: Owner

Subscribed and sworn to before me

This 25 day of Sept, 2024 (SEAL)

Notary Public in and for the

County of Bannock

State of Idaho

Residing at Lava Hot Springs

My Commission expires 08/20/2032



City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments
Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF Idaho)

:SS

COUNTY OF Bannock)

Retroscape LLC, being first duly sworn, deposes and
says that (Bidder)

he or she Amy Parker in conformance with Idaho Code 63-15-2;
affiant (is/is not)

states that Retroscape LLC has paid or secured to the satisfaction
of the (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent
including assessments, excises, and license fees levied by the State of Idaho or any taxing
unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's
business is located.

Dated this 25 day of Sept, 2026

Signed: Amy Parker

Title: Owner

Subscribed and sworn to before me

This 25 day of Sept, 2026 (SEAL)

Notary Public in and for the

County of Bannock

State of Idaho

Residing at Lava Hot Springs

My Commission expires 08/20/2032



City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: All Contractors and Subcontractors

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: 9-25-2026

Signed: [Signature]

Title: Owner

DBA: Retroscape LLC

SUBSCRIBED AND SWORN TO before me this 25 day of Sept, 2026



K East Lava Hot Springs, ID
Notary Public for
My Commission Expires: 08/20/2032

Exhibits

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit A
Notice of Award

Date: _____

Project Address: _____

Owner (if applicable): City of Pocatello

To Bidder: _____

Name

DBA

Address

Phone #

You are hereby notified that your bid dated _____ for the relevant scope of work has been considered. You are the Successful Bidder and are awarded a Contract for the _____. Your contract will be in the amount of [INSERT BID AMOUNT WRITTEN OUT](\$_____).

Within ____ days of the date you receive this Notice of Award, you must attend a preconstruction meeting and execute all contract documents as scheduled by the Program Manager or other city representative. After contract documents have been fully executed, the City will return to you one copy of the documents.

Funder's Approval: City of Pocatello

Mayor Mark Dahlquist

Printed Name

Signature

_____ Date

Reviewed by City:

Grants Division Manager

Notice Given to Contractor on _____, by ☐ US mail ☐ fax ☒ email ☐ in person ☐ by phone

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit B

PRECONSTRUCTION REPORT

Project Address: _____

I, the undersigned, hereby certify that preconstruction discussions were held prior to the signing of contract documents relating to the above address between the city and myself. I fully understand the procedures to be followed for change orders, requests for payment, and inspections. I understand and agree that the work performed must meet the standards of performance required by the City of Pocatello and the Idaho Department of Parks and Recreation Recreational Trails Program and established by the program specifications, scope of work, and all related contract documents.

Signature of Contractor

Title

Business Name

Date

I, the undersigned, hereby certify that I conducted preconstruction discussions with both the owners and contractor for this site address and fully explained questions/concerns to each party.

Signature of Project Manager

Date

My signature below indicates only that Recreation Trails Program requirements prevail on this project. I further certify that said contractor received an explanation of any additional reporting requirements for the project.

Signature of Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit C

Scope of Work

[Insert call/order scope of work]

Date: _____

Signed: _____

Title: _____

DBA: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit D
CONFIRMATION OF BID/CONTRACTOR'S PROPOSAL

Project Address: _____

Date of Bid Closing Date of this confirmation _____

Property Owner: _____

Contractor acknowledge and confirms that the above listed property has been inspected and, fully understands the work to be completed as described in the scope of work dated _____. The contractor has a clear understanding of other pertinent documents issued as part of the bid package, including the program's general Rehabilitation Specifications, and all applicable local codes. Contractor also agrees that ample opportunity was furnished to verify any unclear portion of said scope.

Contractor agrees to furnish and install all labor, materials, and equipment necessary to accomplish the work, as evidenced in the above referenced documents, on the property shown above for the sum of [INSERT BID PRICE IN WORDS] _____ (\$_____) and hereby understands the Contracts and General Provisions governing this project.

If awarded the Contract, Successful bidders shall have five (5) business days from being notified that they are the apparent low bidder in which to provide evidence of current bonding and licensing, unless otherwise approved by the appropriate City official(s).

The Notice to Proceed will signal when the work will commence and the contractor agrees to complete the work within _____ calendar days after starting the work. If applicable the contractor agrees to follow the following construction schedule by line item:

And that the following subcontractors will be utilized on the job:

Name/ License No. _____

Name/ License No. _____

Name/ License No. _____

Signed: _____

Titled: _____

License No _____ Telephone No. _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit E

Contractor's Non-Collusion Affidavit

Project Address: _____

Being first duly sworn, deposes and says that he/she is _____
(Sole owner, a partner, president, secretary,

etc.)

of _____
Name of Business

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive of sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid nor that anyone shall refrain from bidding; that said bidder has not directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element such as bid price, nor that of any other bidder, not to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract that all statements contained in such bid are true, and, further that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, nor contents thereof, nor divulged information or data relative thereto, nor paid and will not pay a fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Titled: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit F
Certification Regarding Lobbying

Project Address: Upper City Creek Trailhead, Pocatello, ID 83204

Applicable to: **All Contractors and Subcontractors**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an offer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grant, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

DBA: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit G
Change Order

Change Order # _____

Date: _____

Project Address: _____

Property Owner: _____

Contractor: _____

The following is a description of changes hereby requested to the contract documents for the above-identified property.

Attach detailed costs; breakdown of each individual component including all materials and labor.

Base Contract Amount \$ _____

Plus Previously-Approved Change Orders \$ _____

List: _____

Plus Change Order Requested Above \$ _____

Revised Contract Amount \$ _____

New Project Completion Date: _____

Contractor Signature: _____

Owner(s) funds are: ☐ adequate ☐ inadequate for this change order

Grants Administrator

The above changes are:

☐ Approved ☐ Rejected

Project Manager: _____

☐ Approved ☐ Rejected

Grants Manager: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit H-1

Unconditional Lien Waiver For Materials

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents the amount owed TO DATE for materials which I have secured in regard to the above-referenced contract and property. I further acknowledge and understand that I am to provide a paid receipt for this materials advance prior to any progress payments. I hereby waive any and all liens or rights thereto, arising out of the attached materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires:_____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-2

**Unconditional Lien Waiver and
Acknowledgement of Progress Payment**

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this progress payment and that it represents the amount owed to date for all materials and labor which I have furnished in regard to the above-referenced contract and property. I hereby waive any and all liens or rights thereto, arising out of the above-described materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-3

City of Pocatello
Notice of Completion,
Unconditional Lien Waiver, and
Acknowledgement of Final Payment

Project Address/Legal Description: _____

In consideration for the **final** payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents full satisfaction of monies due and owing for all materials and labor which I have furnished in regard to the above-referenced contract and property. All items as appearing on my original bid, addendums if any, and change orders, if any, have been completed in accordance with the contract, applicable building codes, standards, and ordinances. I hereby waive any and all liens or rights thereto, arising out of the labor or materials provided or furnished to me under the terms of the said contract.

Signature of Contractor

Date

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City Staff Review

Project Manager

Date

EXHIBIT I
FINAL INSPECTION/COMPLETION/ACCEPTANCE

Project Address: _____

DATE OF NOTICE TO PROCEED: _____ DATE OF COMPLETION: _____

Contractor: _____

Name

DBA

Address

Phone No.

Owner Certification of Completion/Acceptance:

- 1) Owner certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Owner hereby accepts the work and by such acceptance waives and releases any and all claims or demands of any kind or character whatsoever that Owner may have against Contractor with the exception of any claim which may result from faulty materials or appliances which fail within the warranty period or faulty workmanship which could not be determined at the time of inspection (latent and/or patent defects), and further does hereby release the Contractor from the Contract in that, based upon Owner's inspection and personal examination of the work in progress and as completed, the contractor has fully performed the terms and conditions of said contracts in a workmanlike manner to the satisfaction of the Owner.
- 3) Owner certifies and covenants that all required building inspections have been fulfilled and final inspections and occupancy have been approved.
- 4) Owner acknowledges receipt of any applicable written manufacturers' warranties from the contractor.
- 5) Owner hereby authorizes final payment in the amount of \$_____ on a total final contract of \$_____ be released to the contractor under the terms and conditions of the Agreement between the Owner and Contractor.

Owner(s) Approval: _____

Printed Name

Signature

Printed Name

Signature

Date: _____

Contractor Certification:

- 1) Contractor certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Contractor hereby certifies that the materials, equipment, and appliances provided for the project were new materials (unless specifically identified within the contract), installed in full compliance with all applicable regulations and manufacturers' recommendations.
- 3) Contractor hereby certifies that the work has been completed in accordance with the construction contract and request that final payment (in the amount shown in 5 above) be made and released under the terms and conditions of the Agreement Between Owner and Contractor, which when paid, will be in full satisfaction of monies due and owing under the Contract.
- 4) Contractor hereby guarantees the work performed for a period of one year and certifies that the homeowner has been provided with the original manufacturers' written warranties, where applicable.

Contractor Signature/Title

Date

Project Manager Certification:

The work on the property listed above was performed in accordance with the Scope of Work, Confirmation of Bid/Proposal, and the contract documents for this rehabilitation project. All applicable Building Department inspections have been completed and approved for occupancy. All guarantees and warranties begin as of the completion date indicated at the top of this document.

Project Manager

Date

Grant Administrator Acknowledgement:

The owner(s), contractor(s), and project manager have acknowledged to me the significance of this Notice and I hereby approve this document.

Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit J
Payment Request #_____

City of Pocatello
Planning and Development Services
911 N. 7th Ave, P.O. Box 4169
Pocatello, ID 83205-4169

Date:_____

☐ **Advance**

(Requires Materials List from Vendor with the property Address)

☐ **Progress**

(Paid receipt for materials advance to be attached to first progress payment)

☐ **Final**

(Requires Completed Exhibit L Form)

Project Address: _____

Property Owner: _____

Contractor: _____

CONTRACTOR'S REQUEST FOR PAYMENT: Request is hereby made for payment in connection with the executed contract, as shown below and in the attached Progress/ Inspection Report:

1. Original Contract Amount \$ _____
2. Total Approved Changed Orders \$ _____
 - A. _____
 - B. _____
3. Revised Contract Amount. \$ _____
(Line 1 + Line 2)
4. Previous Payments to Date \$ _____
5. Currently Available Funding \$ _____
(Line 3 – Line 4)
6. Current Payment Request \$ _____
(see attached spreadsheet)
7. Balance of Available Funds Remaining \$ _____

Vendor #	Date
Account #	
Project #	
Amount \$	
Dept. Approval	
Budget Approval	
Group #	Trans #

I hereby certify the foregoing request is just and correct; that the amount claimed is legally due after allowing all just credits, adjustments, and change orders; and that no part of the amount on Line 7 has been previously paid.

Contractor's Signature/Title

Business Name

Project Manager Signature

Grants Division Manager

SurFire

CONTRACT

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

This Contract is by and between City of Pocatello (Owner) and
Jeff Shupe DBA Surefire Services (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Attachment B - Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.
 - 2. This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along the CWDG Project Area Wildland Urban Interface (WUI) priority areas by removing junipers on City-owned and private property.
 - 3. The City seeks qualified contractor(s) to conduct the hazardous fuel treatments in accordance with Attachment A – Master Treatment Specifications, including vegetation removal and material disposal, for specific project sites to be designated by Calls/Orders.
 - 4. This contract establishes an agreement with a qualified contractor that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products or work orders are to

2020 ISPMC 00522

Modified from EJCDC® C-522, Contract for Construction of a Small Project.

Copyright © 2016 National Society of Professional Project Managers, American Council of Project Managing Companies,
and American Society of Civil Project Managers. All rights reserved. Page 1 of 19

be provided by the Contractor and coordinated with the Owner and Project Manager. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Project Manager. Project Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Project Manager will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Project Manager or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract
 - 2. Attachment A – Master Treatment Specifications
 - 3. Attachment B – Project Area Maps
 - 4. Attachment C - RFP
 - 5. Attachment D - Contractor Submission to Request for Proposals
 - 6. The following Exhibits which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Exhibit A – Notice of Award
 - b. Exhibit B – Preconstruction Report
 - c. Exhibit C – Call/Order Scope of Work and General Hazard Fuel Reduction Prescription
 - d. Exhibit D – Confirmation of Bid
 - e. Exhibit E – Non-Collusion Affidavit
 - f. Exhibit F – Certification Regarding Lobbying
 - g. Exhibit G – Change Order
 - h. Exhibit H-1 – Materials Lien Waiver
 - i. Exhibit H-2 – Lien Waiver
 - j. Exhibit H-3 – Final Lien Waiver
 - k. Exhibit I – Final Inspection
 - l. Exhibit J – Pay Request Change Orders

- B. Federal Provisions – The following federal provisions are incorporated by reference:
1. Federal Financial Assistance Award of Domestic Grant 26-DG-11040613-604 between City of Pocatello and the USDA, Forest Service (Community Wildfire Defense Grant Portneuf Valley Wildfire Risk Grant Agreement)
 2. US Forest Service General Terms & Conditions including Forest Service Federal Financial Assistance General Terms and Conditions and USDA General Terms and Conditions
 3. Subparts A through F of 2 CFR Part 200
 4. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

ARTICLE 3 - PROJECT MANAGER

3.01 Project Manager

- A. The Project Manager for this Project is **the City of Pocatello and their designee(s), including:**

Designee(s):

Charles Samson III
csamsoniii@gmail.com
208-317-5017
High Country RC&D, Inc.

Charity Staggs
landpartners@sicog.org
208-233-4535
Southeast Idaho Council of Governments

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Contract term shall be three years beginning on the effective date of this contract through November 30, 2029 with a mutually executable option to extend for 1 year.
- B. Specific completion dates for individual Calls/Orders will be included in the Call/Order Scope of Work and agreed on by the Contractor upon award of that Call/Order.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Project Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Project Manager for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Project Manager.
- B. The Contractor shall update and submit the progress schedule to the Project Manager each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents base unit prices included in the Contractors response to the RFP Schedule of Items:

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be included in the site specific Call/Order.

- B. Changes to Contract Price
 - 1. Annual Review of Unit Prices – Prices shall remain fixed and firm for the initial 12 months of the agreement. Following the initial period, the Contractor may request a price adjustment. Price adjustments must be presented at least 30 days prior to the effective date of the adjustment and include supporting justification for the adjustment.
 - 2. Adjustment of Base Unit Price outside of Annual Review - Contractors provided base unit prices in their RFP submission that will be the prevailing basis for bids for specific Calls/Orders. In the event the Call/Order requires the Contractor to update their base bid pricing outside of the Annual Review of Pricing as described in 5.01.B.1., the Contractor shall provide the revised unit pricing with supporting justification, including but not limited to documented manufacture price increases, regulatory changes, and labor/material fluctuations.

ARTICLE 6 - BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

6.01 Bonds

A. Before starting Work for any service valued at \$50,000 or greater, Contractor shall furnish a performance bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>\$1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u></u>
Bodily Injury/Disease Aggregate	\$ <u></u>

- b. Commercial General Liability:

General Aggregate	\$ <u>\$1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>\$2,000,000</u>
Personal and Advertising Injury	\$ <u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>\$1,000,000</u>

- c. Automobile Liability herein:

NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.

Bodily Injury:	
Each Person	\$ <u></u>
Each Accident	\$ <u></u>

Property Damage:

Each Accident \$ _____

Combined Single Limit of: \$ \$1,000,000

d. Excess or Umbrella Liability:

Per Occurrence \$ \$1,000,000

General Aggregate \$ \$2,000,000

e. Contractor's Pollution Liability:

Each Occurrence \$ _____

General Aggregate \$ _____

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Project Manager and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Project Managers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Project Manager except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall maintain a Class B license with the City of Pocatello prior to starting work.
- C. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Project Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.07 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Project Manager upon completion of the Work.

7.08 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Project Manager and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
 - D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
 - E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Project Manager determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.09 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Project Manager specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Project Manager will provide timely review of shop drawings and samples.
- E. Project Manager's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Project Manager's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Project Manager and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals.
- H. Shop drawings are not Contract Documents.

7.10 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Project Manager and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.11 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.12 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Project Managers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Project Manager.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION

9.01 Project Manager's Status

- A. Project Manager will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Project Manager as Owner's representative during construction are set forth in this Contract.
- B. Neither Project Manager's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Project Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Project Manager, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Project Manager to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Project Manager will make visits to the Site at intervals appropriate to the various stages of construction. Project Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Project Manager has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Project Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Project Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Project Manager's decision, subject to the need for Project Manager's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other Project Management or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Project Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Project Manager will promptly:
 1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Project Manager's findings, conclusions, and recommendations.
- C. After receipt of Project Manager's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Project Manager's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Manager promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Project Manager will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Manager, Contractor shall, if requested by Project Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Project Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Project Manager has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to

Project Manager. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Project Manager, no more frequently than monthly, to Project Manager. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Project Manager will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Project Manager will recommend reductions in payment (set-offs) which, in the opinion of the Project Manager, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.05 Substantial Completion

- A. The Contractor shall notify Owner and Project Manager in writing that the Work is substantially complete and request the Project Manager issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Project Manager an initial draft of punch list items to be completed or corrected before final payment.
- B. Project Manager will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Project Manager does not consider the Work substantially complete, Project Manager will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Project Manager considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Project Manager will deliver to Owner a

certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Project Manager will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Project Manager's written recommendation of final payment.

14.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Project Manager. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in

the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Project Manager, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Israel Boycott

- A. Pursuant to Idaho Code §67-2346 (2), Contractor hereby certifies that is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel or territories under its control.

17.08 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.09 Designated Representatives

CONTRACTOR

Jeff Shupe DBA Surefire Services
382 N. 700 W
Blackfoot, ID 83221

OWNER

City of Pocatello
Mayor Mark Dahlquist
911 N. 7th Ave
Pocatello, ID 83201

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on November 5, 2026 (which is the Effective Date of the Contract).

OWNER:

City of Pocatello

CONTRACTOR:

Jeff Shupe DBA Surefire Services

By: _____

By: _____

Title: Mayor

Title: Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

382 N. 700 W

Blackfoot, ID 83221

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

ATTACHMENT A

MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders. Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80%~~

~~of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~

- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
 - ~~▪ If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
 - ~~▪ In some areas material can be dragged to where mastication or mulching machinery can reach it.~~
- D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.
- E. Sagebrush, other brush, and noxious/invasive weeds
- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
 - All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
 - All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
 - Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 - 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre

(density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.

2. Do not leave trees within 100' of structures.
3. All trees under power lines or identified utilities shall be cleared
4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.

iii. Limbing of remaining trees.

1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 1. Do not leave trees within 100' of structures.
 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City to account for needed clearance.
 3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow-the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing

appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.

- Contractor shall provide a traffic control plan as requested per call/order

- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.
- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
- H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

V. Seasonality, Hours, and Days of Operation:

- A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
- B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
- C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.

VI. Location of Project Areas:

- A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.

VII. Project Boundary Marking:

- A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.

VIII. Notification of Cessation or Restart of work:

- A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.

IX. Personnel Requirements:

- A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
- B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.

1. LICENSING, INSURANCE AND BONDING REQUIREMENTS

- I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
- II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
- III. Contractor shall maintain a license with the City of Pocatello.
- IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
- V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

2. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

3. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

4. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

5. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

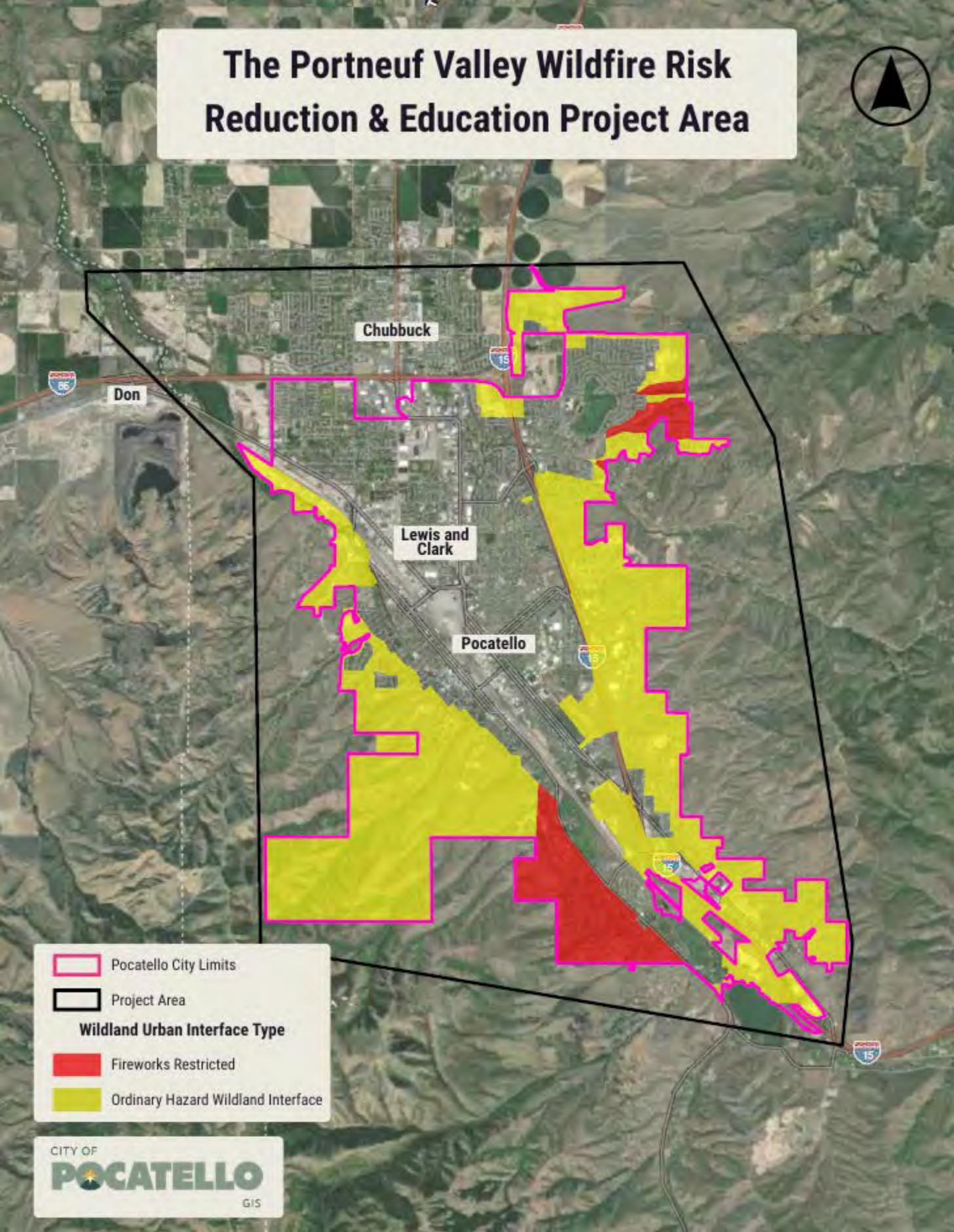
Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Attachment B - Project Area Maps

The Portneuf Valley Wildfire Risk Reduction & Education Project Area



Pocatello City Limits



Project Area

Wildland Urban Interface Type

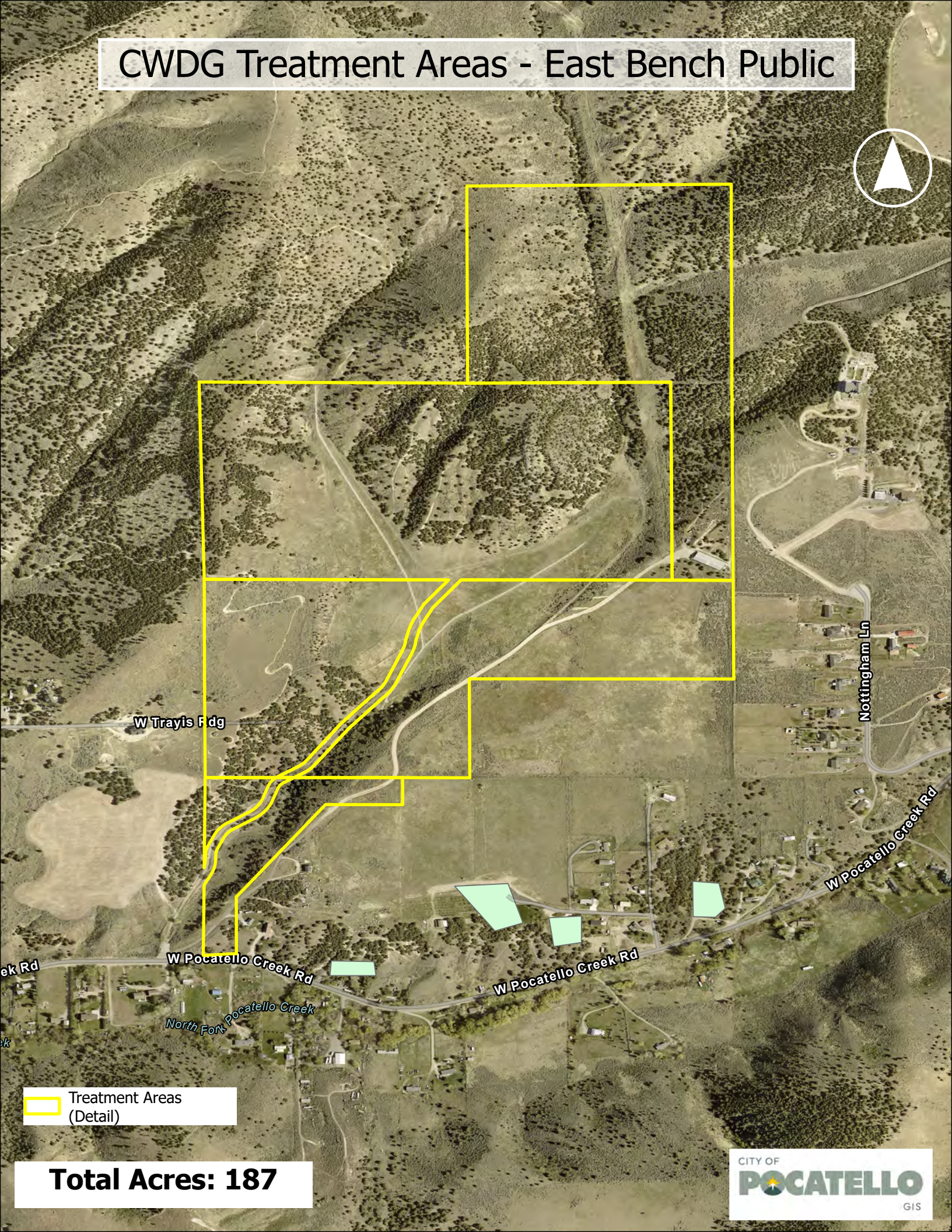


Fireworks Restricted



Ordinary Hazard Wildland Interface

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

Total Acres: 136

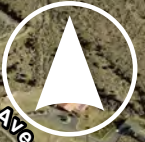
CWDG Treatment Areas - West Bench



 Treatment Areas
(Detail)

Total Acres: 157

CWDG Treatment Areas - Johnny Creek



 Treatment Areas
(Detail)

Total Acres: 46

Attachment C

Request for Proposals:

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments



REQUEST FOR PROPOSALS

Hazardous Fuel Treatments

Project Title: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Due: September 25, 2026 at 3:00PM MT

Awarding Authority: The City of Pocatello

Contact:

Christine Howe
911 N. 7th Ave
Pocatello, ID 83201
208-234-6186
chowe@pocatello.gov

Date Issued: August 25, 2026 after 8AM

CITY OF POCATELLO
REQUEST FOR PROPOSALS (RFP) – Portneuf Valley Wildfire Risk Reduction and Education Program
Hazardous Fuel Treatments

Section I. Introduction

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

The City, a municipal corporation located in Southeast, Idaho, is issuing this Request for Proposals (“RFP”) and anticipates selecting contractors that have experience working in a local government setting and have familiarity with Federal regulations. Only the firms responding to the RFP will be considered. The City will evaluate responses to select qualified firms and enter into contract for a three-year period with options of two (2) one-year extensions through mutual consent between the City and selected contractors.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

1. **The technical proposal shall address specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Schedule/Availability.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
2. **The price proposal shall provide pricing for ALL Items in the Schedule of Items.** Quotes should be specific to the project area and based on the hypothetical scenario as described on page 17 of the solicitation (Description of Conditions) and hypothetical, technical specifications of Appendix A. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
3. **Fill out and include the required representations and certifications (Appendices A through D) that are included in the solicitation.**

Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls/orders submitted for future specific projects.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Calls/Orders for specific projects will be emailed to only the contractors awarded under this BPA. All contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

This solicitation is being conducted in accordance with the provisions of Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions), the City of Pocatello Purchasing Policies, and Code of Federal Regulations 2 CFR 200. Those provisions are hereby incorporated by reference into this RFP. All contracts must be strictly awarded in accordance with the requirements of the RFP. Section 3, disadvantaged business enterprises, minority owned businesses, and women owned businesses are especially encouraged to apply. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective Respondents who received copies of the original request.

Proposal Due Date: September 25, 2026 at 3:00 PM MT

RFP Name: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

RFP Availability: <https://pocatello.gov/Bids.aspx>

Return RFPs to: City of Pocatello
Attn: Christine Howe – Grants Division
911 N. 7th Avenue
Pocatello, ID 83201

Any questions pertaining to the scope of services in this solicitation should be submitted in writing. All answers will be in the form of an addendum and sent to registered Respondents. All questions must be submitted in writing no later than 5:00 PM MT on June 1, 2026 to Christine Howe, Grants Manager via email at chowe@pocatello.gov.

Please read this entire document before responding or submitting questions. Thank you for your interest.

RFP Issuance	August 25, 2026
RFP Virtual Instructional Meeting	September 10, 2026 at 3:00PM MT
Questions Deadline	September 14, 2026 at 5:00PM MT
Proposals Due	September 25, 2026 at 3:00PM MT
Anticipated Selection	Week of September 28, 2026
Anticipated Contract Start	November 5, 2026

Section II

I. Instructions & Submission Requirements

A. Instructions

1. Instructions for Submitting a Proposal

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

- 1. The technical proposal shall address four specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Benefit to Local Community.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
- 2. The price proposal shall provide pricing for ALL Items in the Schedule of Items (provided as Attachment A).** Quotes should be specific to the project area and based on the hypothetical scenario as described in Section V. C. of the solicitation. Pricing is required for ALL items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Call/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
- 3. Fill out and include the required representations and certifications (Appendix A through D) that are included in the proposal package.**

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls submitted for future specific projects.

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA. All Contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

If you have questions regarding the solicitation package or issues accessing the solicitation documents on <https://pocatello.gov/Bids.aspx>, please contact Christine Howe at chowe@pocatello.gov.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join: <https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

2. Place for Submission

Proposals are to be submitted by mail or in person to Pocatello City Hall, Attn: Planning and Development Services, 911 N. 7th Avenue, Pocatello, ID 83201 by 3:00PM MT on September 25, 2026. Proposals will be considered on time if received by the Submission Deadline using the time on the clock located in the City of Pocatello's Planning and Development Services Department at City Hall. Postmarks will not be considered. E-mail submissions will not be accepted. The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. If, at the time that proposals are due, City Hall is closed due to uncontrolled events, proposals will be accepted until 3:00PM MT on the next day that City Hall is open. No individual extensions of this deadline will be granted. Late proposals will be deemed "non-responsive" and will not be opened. They may be picked up by the Respondent if so desired.

3. Idaho Code

Attention of all Respondents is directed to Title 67, Chapter 28 of the Idaho Statutes governing transactions involving requests for proposals, and to all other applicable sections of the Idaho Code as most recently amended which govern the award of this contract.

4. Disclosure of Information

Submission of a proposal shall be deemed acknowledgement that the Respondent is familiar with the Idaho Public Records Law, Idaho Code §74, and is bound thereby. Disclosure of any information provided by a Respondent in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to Idaho Code §74. To review copies of proposals after contracts have been awarded, contact the RFP contact person identified in this RFP or submit a written request in compliance with the Idaho Public Record Law using the City of Pocatello Public Records Request Portal, available at: <https://pocatello.gov/251/Records-Requests>.

5. Reservation of Right

The City of Pocatello may cancel this Request for Proposals or may reject in whole or in part any and all responses or proposals when it is determined that said cancellation or rejection serves the best interests of the City. The City reserves the right to reject any or all proposals after determining if each response is responsive and responsible.

6. Non-Collusion

It is understood that the Respondent has submitted the proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion, Appendix B. Respondents are required to complete this form. Failure to do so will result in a rejection of the proposal.

7. Cost of Proposal

All costs involved in preparing the proposal will be borne by the Respondent. The City or any Department, Division, employee or section of the City will not be liable for any costs associated with the creation of the proposal.

8. Incomplete or Conditional Proposals

Proposals, which are incomplete, conditional or obscure, may be rejected. No award will be made to any Respondent who cannot satisfy the awarding authority that they have sufficient ability and sufficient capital to enable them to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive, and binding.

B. Submission Requirements

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and **MUST** mirror paper versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.
3. Failure to submit proposals in the format described herein may result in the rejection of the proposal.
4. The contract is scheduled to be awarded within sixty (60) days of this proposal opening. This RFP as well as the successful Respondent's proposal will become part of the contract.
5. By submitting a signed proposal, the proposer acknowledges and agrees to the City of Pocatello's "Terms and Conditions" contained in Section III: Terms and Conditions.
6. If any changes are made to this RFP, an addendum will be distributed to all Respondents who have received the RFP and posted on the City bid page.
7. A Respondent may correct, modify, or withdraw a proposal by written notice if received by the City prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed

Date Issued: August 25, 2026 after 8AM

envelope clearly labeled "Modification No. _." Each modification must be numbered in sequence and must reference the original RFP. After the proposal opening, a Respondent may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Respondent will be allowed to correct them. If a mistake and the intended correct wording are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct meaning. A Respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording is not similarly evident.

8. Individuals are encouraged to submit proposals; individuals who submit proposals will not be subject to requirements that are only applicable to businesses such as authorized signatory and financial stability certifications. However, individuals will still be required to fill out those applicable portions of the required forms.
9. Proposal prices must remain firm for 90 days after the proposal opening.
10. **Proposals must also include the signed** Price Proposal page, Certificate of Authority page, Certificate of Non-Collusion, Certificate of Tax Compliance, as provided in this RFP. See Appendices for additional details.
11. All proposals must be signed by appropriate, authorized individual or individuals, e.g. if the Respondent is a partnership, by the name of the partnership, with the signature of each general partner. If the Respondent is a corporation, it must be signed by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed, or appropriate certificate of authorization.
12. Written addenda issued by the City will be posted on the City bid page and e-mailed as necessary to all parties that the City is aware have requested documents using the contact information provided to the City. A copy of any addendum as may be issued will be on file with the City. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Respondent should contact Christine Howe via e-mail or phone, if they believe an addendum has not been received. A copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent.
13. The City of Pocatello is the awarding entity that will sign the contract and to whom invoices will be submitted/received and by whom the Respondent will be paid/submit payment.
14. All proposals will be reviewed by the Evaluation committee. A recommendation will be made by the Evaluation Committee to accept the proposal which is in the best interest of the City. The consideration of all proposals and subsequent selection of a successful Respondent shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin. The recommendation will be based on the evaluation criteria (Section V).
15. Failure to complete the enclosed forms, answer any questions, or provide the required documentation will result in the proposal being deemed non-responsive and the rejection of the proposal, unless the City determines that such failure constitutes a minor informality.

Section III. Terms & Conditions

1. General Terms and Conditions

The process of selecting organizations to provide consultation services for the City's benefit requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made as well as compliance with Federal procurement standards outlined in 2 CFR 200 for the implementation portion of this proposal and subsequent successful grant applications.

The City reserves the right to accept or reject all proposals or portions thereof without stated cause. The City reserves the right to re-issue any RFP or cancel the RFP if none of the proposals are deemed satisfactory to the City. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The City may also elect to reject all proposals and re-issue a new RFP.

Clarification of proposals: The City reserves the right to obtain clarification of any point in a Proposer's proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within two business days. The City is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Proposer.

2. Conflict of Interest

By the submission of a proposal, the Proposer agrees to ensure that, at the time of contracting, the Proposer will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Proposer's obligations under the Agreement. The Proposer shall further covenant that, in the performance of the Agreement, the Proposer shall not employ any person, or subcontract with any entity, having any such known interest.

3. Public Information

Information supplied by the Proposer to the City may be subject to the Idaho Public Records Law. Such information shall become public unless it falls within one of the exceptions in the statute, such as security information, trade secret information, or labor relations information. If the Proposer believes any information which is not public will be supplied in response to this RFP, the vendor shall take reasonable steps to identify for the City what data, if any, it believes falls within the exceptions. If the proposal data is not marked in such a way as to identify non-public data, the City will treat the information as public and release it upon request. In addition, the City reserves the right to make the final determination of whether data identified by the proposer as not public falls within the exceptions within the statute.

4. Equal Employment Opportunity

The Proposer agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference,

**City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments**

Date Issued: August 25, 2026 after 8AM

disability, or age. When required by law or requested by the City, the Proposer shall furnish a written affirmative action plan.

Section IV. Project Overview and Scope of Work

1. PROJECT OVERVIEW

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.

In some areas, the junipers within the project boundaries are extremely dense and/or on very steep terrain, exacerbating the fire danger for upslope homes. Removing these species will reduce risk by reducing available fuels and flame lengths if a fire does burn through the area.

2. PURPOSE

This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along Pocatello's east and west bench priority areas by removing junipers on City-owned and private property.

The City seeks qualified contractor(s) to conduct the following treatments, including vegetation removal and material disposal. The City is issuing this Blanket Purchase Agreement to establish a list of qualified contractors that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

Contractors shall provide bid pricing based on the treatment specifications included in this solicitation.

3. MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders.

Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

Date Issued: August 25, 2026 after 8AM

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80% of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~
- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
- ~~• If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
- ~~• In some areas material can be dragged to where mastication or mulching machinery can reach it.~~

D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with stumps treated with herbicide within 5 minutes of cutting.
- All Siberian Pea shrub within treatment area shall be removed, with stumps sprayed with herbicide within 5 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

Date Issued: August 25, 2026 after 8AM

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 - 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.
 - 2. Do not leave trees within 100' of structures.
 - 3. All trees under power lines or identified utilities shall be cleared
 - 4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
 - 5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.
- iii. Limbing of remaining trees.
 - 1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 - 1. Do not leave trees within 100' of structures.
 - 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite

spacing requirements as determined by City to account for needed clearance.

3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.
 - Contractor shall provide a traffic control plan as requested per call/order
- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.

Date Issued: August 25, 2026 after 8AM

- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
 - H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.
- V. Seasonality, Hours, and Days of Operation:**
 - A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
 - B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
 - C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.
- VI. Location of Project Areas:**
 - A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.
- VII. Project Boundary Marking:**
 - A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.
- VIII. Notification of Cessation or Restart of work:**
 - A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.
- IX. Personnel Requirements:**
 - A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
 - B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.
- 4. LICENSING, INSURANCE AND BONDING REQUIREMENTS**
 - I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
 - II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
 - III. Contractor shall maintain a license with the City of Pocatello.
 - IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
 - V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

5. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

6. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

7. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

8. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Date Issued: August 25, 2026 after 8AM

Section V. Technical Proposal and Price Proposal Submission Requirements

A. Selection Process

1. Only those Respondents who submit all forms and materials as required will be considered responsive.
2. The City has determined that the selection of contractors for these services requires comparative judgement of factors (evaluation criteria) to determine qualifications. The proposals will be evaluated to determine the technical qualifications of the contractors and the unit prices provided.
3. Only those contractors deemed responsive will be awarded A responsive proposal is one that meets the minimum submission requirements and is rated at least 50% for each evaluation criteria item included in the RFP.
4. Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.
5. Multiple awards may result from this procurement.

B. Technical Proposal Requirements

Proposal shall be a maximum of 10 pages, not including any attached resumes or required forms. No font may be smaller than 11 point for body text or smaller than 9 point for other text. Page numbers are given for 8.5"x11" sheets. Any pages in excess of the 10-page limit will not be included in the review. The proposal shall address the following components:

1. Introductory Cover Letter (recommend 1 page)
2. Team and Key Personnel Qualifications (recommend 2-3 pages)
 - Describe the project team including name and office location of key personnel including any subcontractors and their experience and familiarity working in the Pocatello Area or other similar geographic location on hazardous fuel treatment projects.
 - o Identify the project manager who will be responsible for this project. List the project manager's relevant experience and similar work.
 - o Identify the project foreman who will be responsible for the on-the-ground crews and daily operations
 - o Describe the key personnel's proposed roles and responsibilities on this project
 - Include relevant experience or knowledge of the Team members/Personnel with conducting similar work.
 - Proposal should include a resume for each team member in an appendix. As noted, the appended resumes will not be counted toward the page limit.
3. Equipment (2-3 pages)
 - Describe the equipment that will be used for each treatment method including:
 - i. Mechanical mastication
 - ii. Mechanical lop pile/lop and scatter
 - iii. Handcutting
 - iv. Material disposal – chipping/mulching and removal
 - v. Chemical treatment

Date Issued: August 25, 2026 after 8AM

- Equipment descriptions should be sufficient to ensure treatment specifications can be met ie – stump height, chipping, size of masticated material, composition of chemicals used to treat, etc.)
- 4. Relevant Past Performance (2-3 pages)
 - Provide at least two examples of previous similar work in communities comparable to Pocatello and other Idaho communities that demonstrate experience working in similar terrain, geographies, climates, and other factors that influence the treatment methodology and assessment. The examples shall include location, project type, status, and a brief description of project scope & status.
 - Provide a minimum of three references, including: 1) company name 2) contact name 3) phone number 4) email address 5) name of project or contract
- 5. Timeline Schedule (recommend 1 page)
 - Provide a detailed typical project schedule including major milestones and deliverables for a call/order for the proposed treatment scenario included in this RFP
 - This should include number of days for mobilization, typical days for mastication/handwork,

C. Price Proposal

Bid pricing should be specific to the project area and based on the hypothetical scenarios (Description of Conditions) and hypothetical, technical specifications. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are the base price rates (“shelf rates”) that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task for that specific calls/order.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor bids for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the bids on individual BPA Calls/Orders submitted for future specific projects. Bids should be reflective of the Treatment Specifications required for the work as provided in Section IV of this RFP.

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than XX degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Unit 1 East Bench

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 2 East Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Item 15 – Mobilization
- Item 16– Best management practices

Unit 3 West Bench

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 4 West Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Piece size shall be no longer than XX”

Date Issued: August 25, 2026 after 8AM

- Masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site. See Items 10 and 11 for Specifications for Material Disposal.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using other treatment method (Items 4, 5, 6, 7, 8).

Item 2: Mechanical Cutting Lop & Pile

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
3. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
4. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
5. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
6. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
7. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.
8. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
9. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 3: Hand Cutting Lop & Pile

1. Where mechanical Lop & Pile is infeasible on slopes of 30 degrees or greater, hand cutting lop and pile will be used.
2. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
6. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
7. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
8. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.

Date Issued: August 25, 2026 after 8AM

9. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
10. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of XX degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Item 5: Chip & Broadcast

- Mechanically process (chip) all designated live/dead trees
- Contractor shall practice due diligence to ensure chipping will achieve the smallest piece size feasible, as well as uniformity in piece size.
- Chipped material shall be broadcast or spread to a depth of no more than six inches (6"). Excess chips must be removed off-site. See Item 8.

Item 6: Chip & Haul

- Mechanically process (chip) all designated live/dead trees
- Haul any chipped material in excess of the six inch (6") depth spread.
- Excess chips must be removed off-site

Item 7: Stump & Shrub Treatment with Herbicide

1. Will work with City to determine type/mix of herbicide chemical treatment needed for project area
2. Apply herbicide to shrub within 10 minutes of cutting
3. Application method may include low-pressure backpack or handheld sprayer

Item 8: Re-Seeding (acres)

1. Reseed with native seed mix similar to what is growing at site
2. Seeding to occur in winter/spring, not during dry conditions
3. Limit to city-owned property.
4. Re-seeding can be done by drill seeding, hydroseeding or by hand depending on terrain and site conditions

Item 9: Signage and Traffic Control

1. The Contractor shall provide signage on all public roads/public access points warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.

Date Issued: August 25, 2026 after 8AM

2. Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
3. Smaller signs may be used on non-paved roads/access trails. Many areas may be traveled by the public for recreation purposes. The City will issue press releases to notify the public of any trail closures on publicly owned lands. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels. No debris shall be masticated onto City paved streets/sidewalks.

Item 10: Access Roads and Trails

1. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.

Item 11: Erosion Control

1. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.

Item 12: Soil Tracking and Berming

1. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.

Item 13: Sediment Control and Track Off

2. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.

Item 14: Stormwater Facilities

3. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

Item 15: Mobilization (# of days)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 16: Best Management Practices

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

D. Proposal Evaluation Criteria

Category	Maximum Points
I. Key Personnel Expertise & Experience of Project Team <ul style="list-style-type: none">a. Provides sufficient project team to complete the workb. Clearly defines roles of the project team, including any subconsultants and the project team lead/project manager and on-the-ground foremanc. Demonstrates experience and expertise of project team in completing work described in scope	30
II. Equipment <ul style="list-style-type: none">a. Demonstrates experience utilizing proper equipment to complete treatment specificationsb. Has access to necessary equipment for different treatment methodologies	20
I. Completion of Similar work in recent years <ul style="list-style-type: none">a. Demonstrates completion of hazardous fuel treatment work using treatment specifications identified in RFPb. Previous similar work demonstrates compatibility with the Pocatello geography, terrain, climate, and other factors that will influence the assessmentc. Provides examples and references requested data, integration with mapping systems, etc.	25
II. Detailed Timeline demonstrating ability to deploy crews to complete work for calls/orders	25
TOTAL	100

Section VI. Contract Award

The City intends to evaluate proposals and award contract(s) without discussions with Respondents (except for clarification purposes). The City reserves the right to reject any and all offers for any reason whatsoever in the City's sole discretion; to waive immaterial project requirements; and to pursue purchasing in a manner that is in the best interests of the City.

The Respondents deemed qualified to provide the services required for the proposed project will be notified in writing through a notice of award. Once an agreement is reached with the awarded Respondent(s), the City will provide a service agreement with the City of Pocatello for signature and full execution.

If after negotiation and consideration, the City is unable to reach an acceptable agreement with the Respondent, the City will terminate negotiations with the Respondent and/or withhold the award for any reason and/or elect not to proceed with any of the proponents and/or re-solicit via a new RFP.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA.

Calls/Orders will be made for services and a subsequent Notice to Proceed will be issued to formally begin work.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.

Signature (blue ink please)

Printed Name

Title

Date

Company Name

Email

Street

Phone

City, State, Zip

Fax

Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

**AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.**

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and
says that _____ (Bidder)

he or she _____ in conformance with Idaho Code 63-15-2;
affiant _____ (is/is not)

states that _____ has paid or secured to the satisfaction
of the _____ (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent
including assessments, excises, and license fees levied by the State of Idaho or any taxing
unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's
business is located.

Dated this _____ day of _____, 20____.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: All Contractors and Subcontractors

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

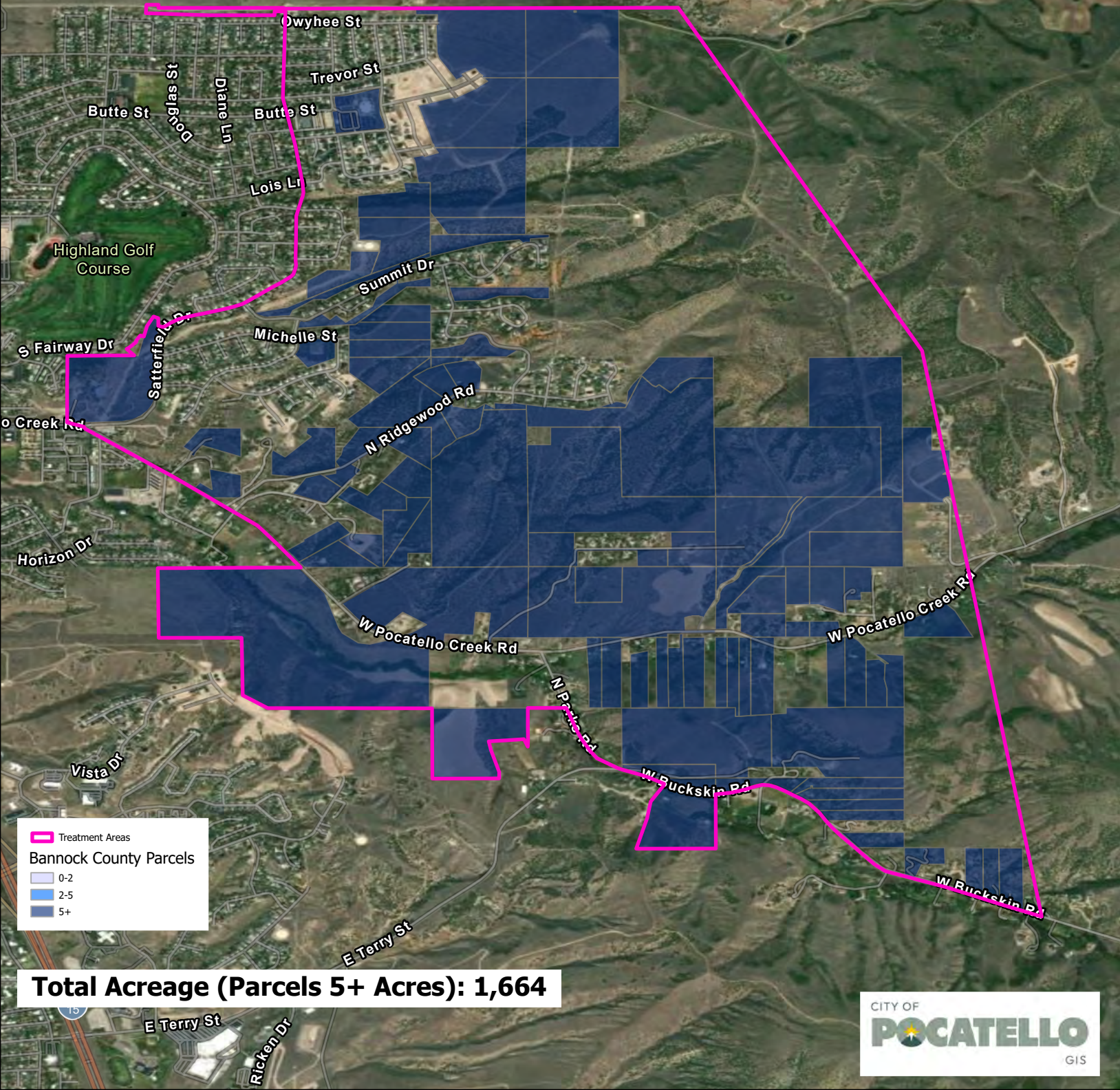
DBA: _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__

Notary Public for
My Commission Expires: _____

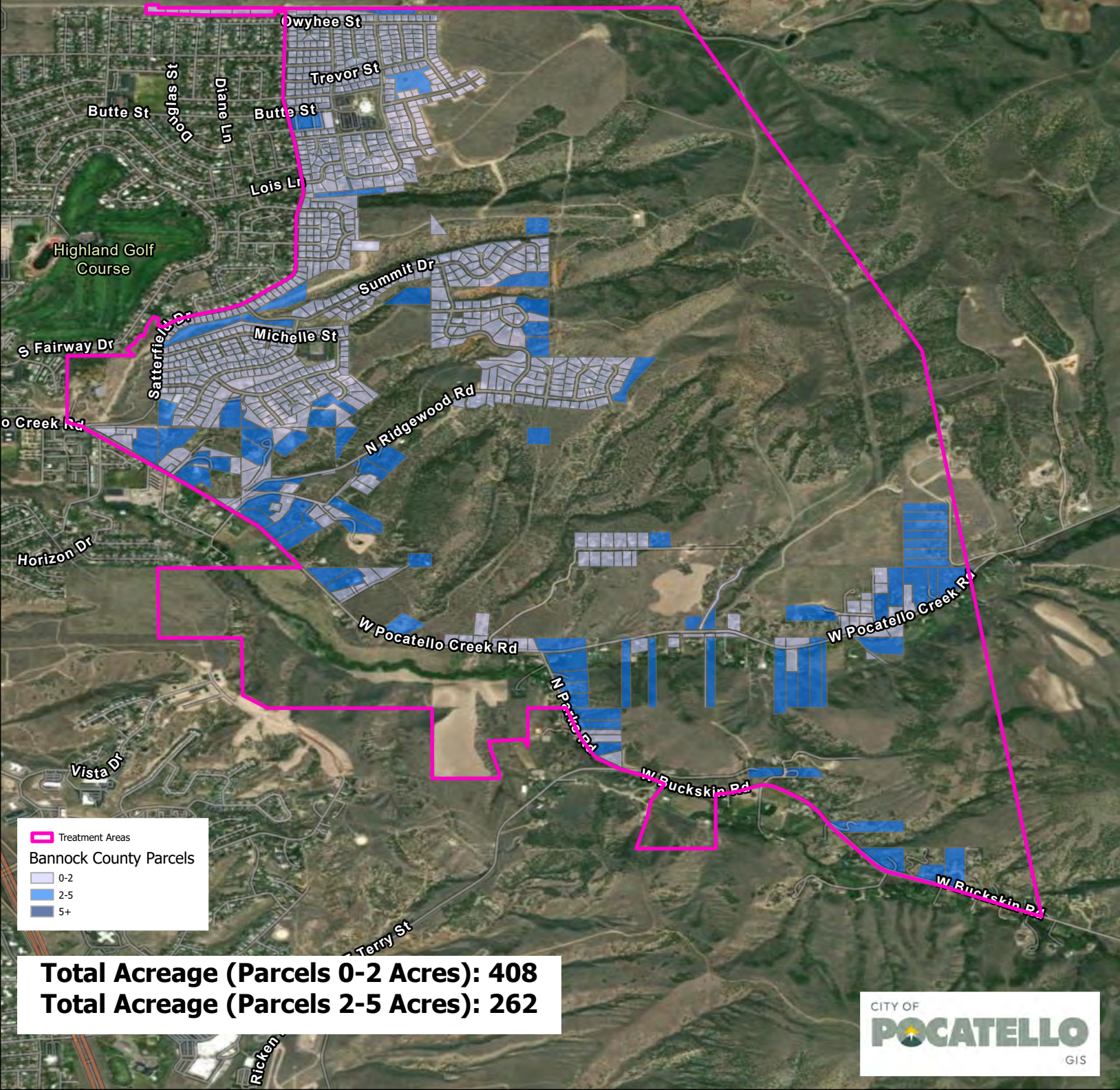
Reference Maps for Attachment A Schedule of Items

CWDG Treatment Areas - East Bench Parcels > 5 acres



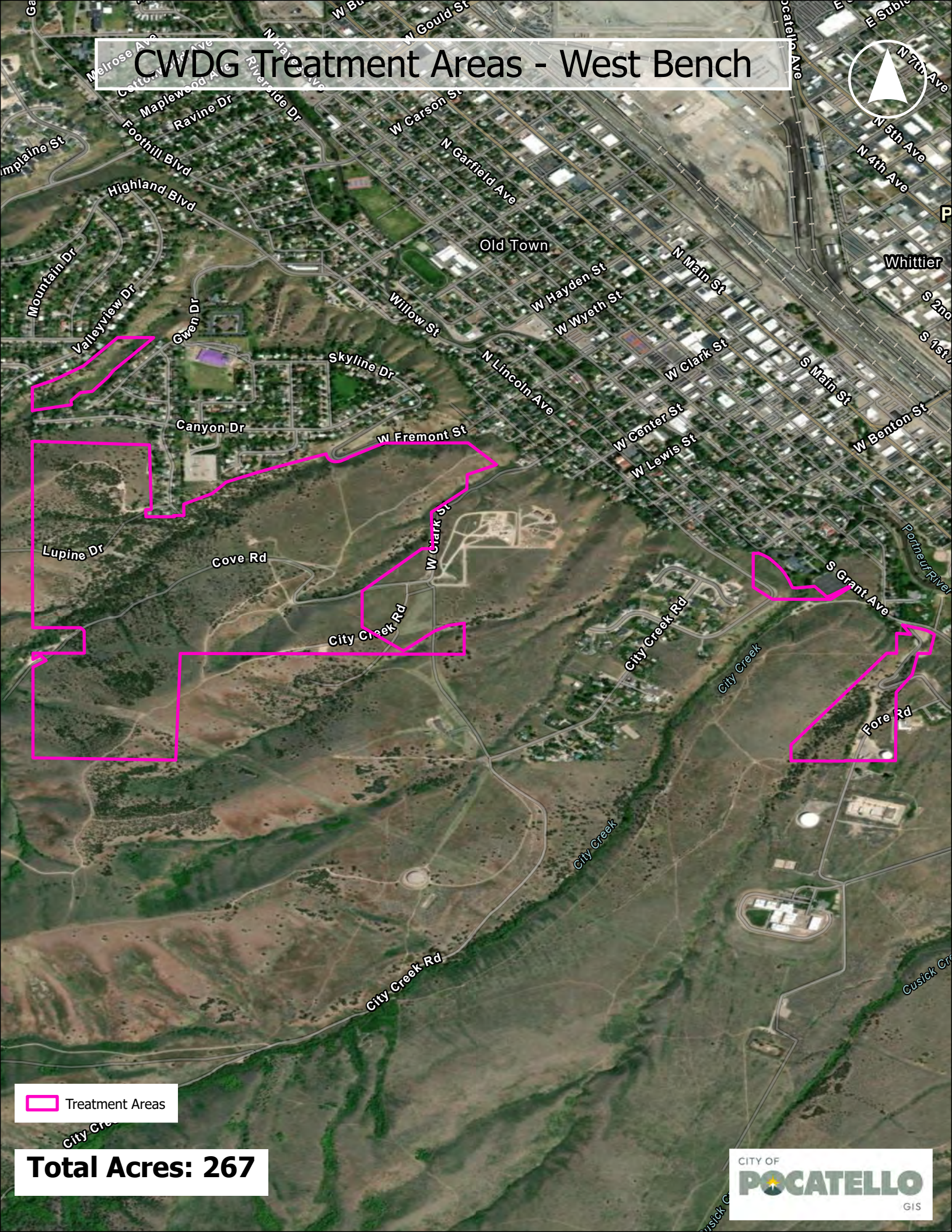
Total Acreage (Parcels 5+ Acres): 1,664

CWDG Treatment Areas - East Bench Parcels < 5 acres



Total Acreage (Parcels 0-2 Acres): 408
Total Acreage (Parcels 2-5 Acres): 262

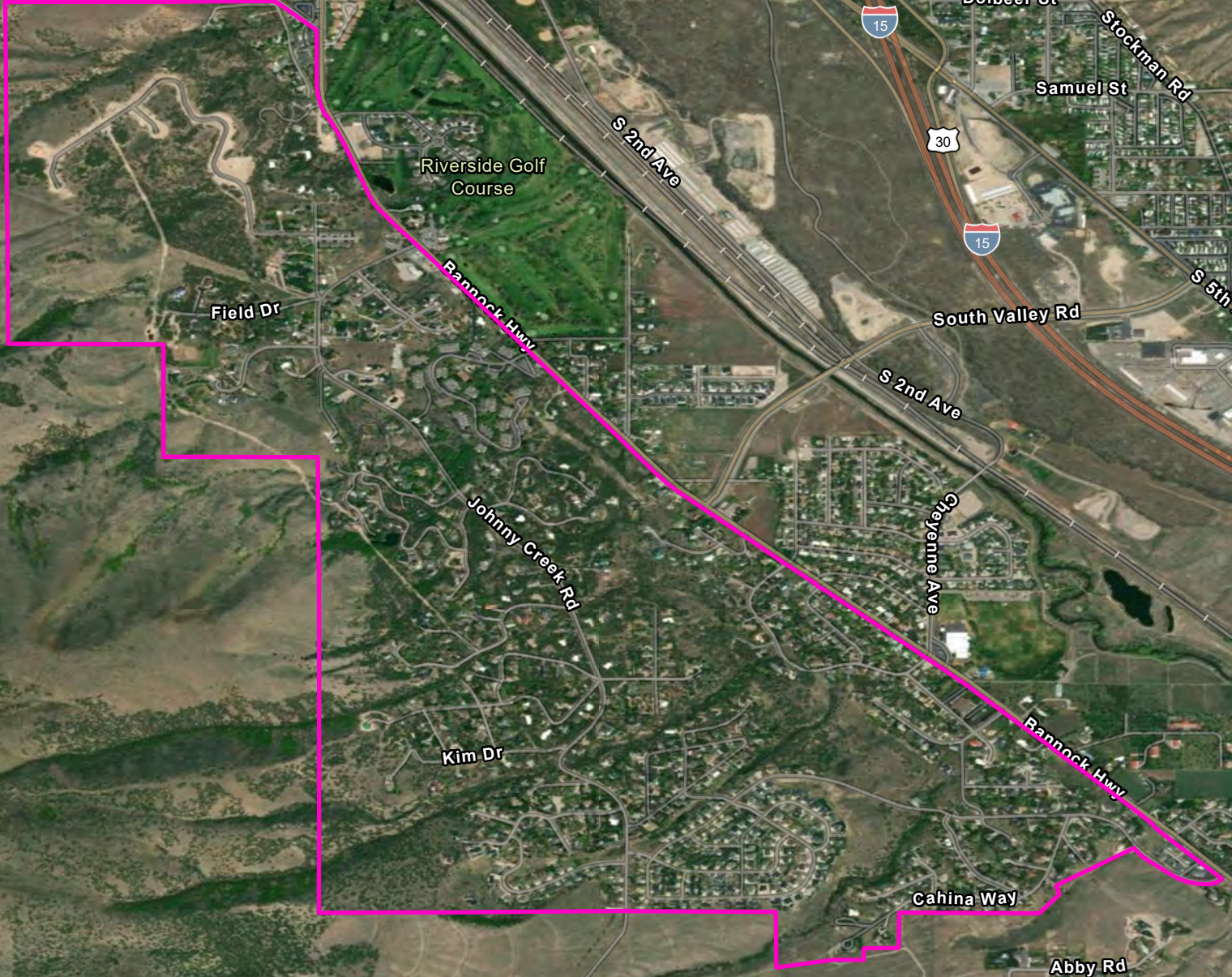
CWDG Treatment Areas - West Bench



 Treatment Areas

Total Acres: 267

CWDG Treatment Areas - Johnny Creek



 Treatment Areas

Total Acres: 1,040

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 4, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join:

<https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

Addendum # 1:

Administrative/Clerical Changes to RFP language:

1. A form for listing Subcontractors has been added (see Attachment A of this Addendum)
2. The following language changes/clarifications have been added to the RFP language:

Section C. Price Proposal

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes of 30 degrees or greater
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Contractor should conduct multiple passes to grind as much material as possible and achieve mulch size. Those remnants that are not mulched should not exceed 4 feet x 3 inches in size.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of 30 degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Responses to Questions:

Question 1: If we do not typically provide the type of work on the bid item sheet, do we still have to provide a price for the work to be considered?

Answer to Question 1: Yes, respondents must provide pricing for all items requested. Respondents may include the full cost to fulfill the work including if additional equipment/labor will be needed or if another entity will be subcontracted to conduct that portion of work. If subcontractors are to be used for items, these must be named on the Naming of Subcontractors Form (see Attachment A of this Addendum).

Question 2: After the contracts are awarded under this procurement, will I be able to adjust my bid pricing for the individual/site specific jobs that are bid out?

Answer to Question 2: Yes. The pricing submitted under this RFP will establish baseline unit pricing for the items. As individual or specific job sites are identified, a site-specific scope of work will be issued and final and best prices will be requested from the contractors qualified under this RFP. Economic increases in prices will be allowed with verified labor/material cost shifts due to site-specific specifications. In addition, the final negotiated contracts will allow for periodic price reviews over the term of the contract, such as on a quarterly or annual basis.

Question 3: The RFP documents request submission of a technical proposal and a price proposal which include an excel sheet. Do we submit the RFP as a hard copy or via email?

Answer to Question 3: Respondents should follow the instructions in the RFP and Submission Requirements which request a bound, single-sided hard copy and one electronic copy on portable media. Email submissions will not be acceptable. Per Section B. Submissions Requirements:

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and **MUST** mirror paper

versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.

Attachment A – Naming of Subcontractors Form

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number (if applicable) of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the related work under the general Contract. Failure to name Subcontractors as required may render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification and/or Work Item</u>	<u>License Number</u>
_____	_____	_____

_____	_____	_____

_____	_____	_____

_____	_____	_____

NOTES TO USER

1. This form must be included for all bids.

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 15, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

Addendum # 2

Administrative/Clerical Changes to RFP language:

The following changes to the RFP language have been made in red text:

Please see revised Section II. B (page 7)

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and Certification Regarding Lobbying as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)

I. Vegetation Removal

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
- All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

4. LICENSING, INSURANCE AND BONDING REQUIREMENTS (page 14):

I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.

II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.

III. Contractor shall maintain a **Class B** license with the City of Pocatello.

IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.

V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

Schedule of Items (page 17)

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than 30 degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.
- **All Master Treatment specifications not included as individual items below shall be assumed in the scope of work and pricing should reflect adherence to those requirements. For example, erosion control specifications have been removed from the per item pricing and are not itemized but should be included in the per acre cost of completing the work.**

Unit 1 East Bench (page 18)

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. See Map A and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 2 East Bench (page 18)

Unit 2 is composed of privately owned parcels located on the East Bench of Pocatello in the Satterfield and Highland area. See Map B and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide

- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 3 West Bench (page 19)

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See Map C and click here to view a map of the proposed conditions:

<https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 4 West Bench (page 19)

Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area. See Map D and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

...

Item 7: Stump & Shrub Treatment with Herbicide (page 21)

1. Type/mix of herbicide chemical treatment needed for project area will be adequate to treat invasive species noted in this specification
2. Provide the City with an herbicide treatment plan prior to invasive (Russian Olive and Siberian Pea) vegetation removal. Chemical treatment shall be approved by City prior to authorization.
3. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
4. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.

5. Application method may include low-pressure backpack or handheld sprayer.

Item 10: Access Roads and Trails

1. ~~All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.~~

Item 11: Erosion Control

1. ~~Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.~~

Item 12: Soil Tracking and Berming

1. ~~Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.~~

Item 13: Sediment Control and Track Off

2. ~~Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.~~

Item 14: Stormwater Facilities

3. ~~Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.~~

Item 10: Mobilization (# of days) (page 22)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 11: Best Management Practices (page 22)

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

Updated Schedule of Items

See spreadsheet attachment titled: "REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029 Schedule of Items".

Responses to Questions:

Question 1: Contractors asked clarifying questions regarding seeding and re-seeding, specifically if it would be required on all areas and in all scopes?

Answer to Question 1: Re-seeding is anticipated to be in very limited areas and will be specified on the particular call/order for the detailed scope of work. For bid pricing, re-seeding is limited to city-owned parcels and applies to scenarios Unit 1 and Unit 3 for this RFP. The seeding pricing should be based on the Item 8 specifications.

Question 2: Is limbing required at 6 feet or higher?

Answer to Question 2: Any remaining juniper shall be limbed up 6 feet from the ground.

Question 3: If the contractor creates burn piles, will the City Fire Department staff be conducting the burning?

Answer to Question 3: The Contractor should include pricing for lop and pile items 2 and 3; however, each specific call/order will detail if lop and pile is the preferred treatment for the particular area. In the event lop and pile is a treatment specification, the City will coordinate with the Contractor for piles (locations) and when the burning would take place. Based on current priority areas, lop and pile will be in very limited areas and limited circumstances. If there is burning, City Fire Department Staff will conduct the burning.

Question 4: Is there a number of stems/trees per acre available?

Answer to Question 4: Not at this time.

Question 5: Will the City be providing dumpsters or vouchers at the landfill for the disposal of material?

Answer to Question 5: No, contractors should plan to cover all costs for disposal as part of their bid pricing including any dumpsters or cost of dumping at landfills for material disposal.

Question 6: Will herbicide/chemical treatment be required on the sites and can the City provide a spec for the chemical/herbicide that is required?

Answer to Question 6: Contractors should follow the master specifications and item 7 specifications for the RFP price submission. The specific herbicide/chemical treatment type/mix will be determined by the City and included in the specific call/order scope of work. For the purposes of this RFP, Item 7 specifications as modified by this Addendum should be used for establishing a price submission.

Question 7: Please clarify the difference between mastication and mechanical cutting.

Answer to Question 7: Mechanical cutting includes the removal using equipment other than a masticator or work that will not be conducted by hand.

Question 8: What are the proposal submission requirements?

Answer to Question 8: Contractors must submit a bound hard copy of their proposal that includes all required documents and forms in a sealed package. There is no requirement for how the package is bound. In addition, an electronic copy must accompany the hard copy. This must be submitted on portable media, such as a USB flash drive, and included with the sealed proposal package.

Question 9: Do we have to acknowledge addenda and if yes how do we demonstrate that?

Answer to Question 9: Yes, per the RFP Section II, a copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent. Contractors may include a copy of the first page of all addenda and do not need to include all pages of the addendum.

Question 10: For the Relevant Past Performance section, is it okay to include a reference for fuels reduction work performed while employed by an agency, such as my time with both the BLM and Forest Service, rather than work performed under my own business? The RFP's reference format requests a company name for each project, so I want to confirm whether prior on-the-job experience with an agency qualifies, or whether references must be limited to work completed under my business. Most of my experience comes from my time working as an employee of both

the BLM and Forest Service, while relevant work under my business is limited since it is a relatively new business and have been hired by private landowners to do fuels reduction work.

Answer to Question 10: Yes, you may include references and experience from previous employers which may include public agencies such as BLM or Forest Service. It should be clear in the response that the Past Performance is for those key personnel members who are on the project team so that the City may properly evaluate the relevant experience of those who will work under this contract. Review the Technical Proposal Requirements for additional detail on the submission requirements to ensure you sufficiently respond to this evaluation criteria.

Question 11: Under Team and Key Personnel Qualifications, the RFP requests a resume for each team member. Does this mean resumes are required only for named key personnel or for all crew members who may work on the project, including general laborers? Since this is a Blanket Purchase Agreement with future calls/orders, my crew size and composition will depend and change on the specific jobs we're awarded, which won't be known at the time of this submission.

Answer to Question 11: Resumes are only required for the key personnel that should include the Project Manager and Project Foremen. Contractors do not need to supply resumes for all general laborers or crew members.

Question 12: As far as the pricing proposal goes, I just wanted to confirm what you said in the meeting; that our prices should be our minimum pricing?

Answer to Question 12: Yes, the pricing proposal has been updated on a per unit item basis. Please refer to the updated Schedule of Items spreadsheet included in this Addendum.

Question 13: In the meeting you mentioned the Price Proposal page, Certificate of Authority page, Certificate of non-collusion, and Certificate of Tax Compliance all be notarized. I am not seeing a Certificate of Authority page? Or is that the certification regarding lobbying? Do you have a preference on who they are notarized by?

Answer to Question 13: Yes, Contractors should submit the required forms Appendices A through D which are updated with the correct titles to be: Appendix A – Price Proposal Form; Appendix B – Non-Collusion Affidavit; Appendix C – Affidavit of Payment or

Securement of All Taxes; Appendix D – Certification Regarding Lobbying. There is no required notary format or preference.

Please see revised Section II. B

Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and ~~Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

Question 14: We did not attend the September 10 preproposal meeting. Before preparing our response, could you please confirm whether attendance was mandatory?

Answer to Question 14: No, attendance at the informational meeting was not mandatory.

Question 15: 2. How we can obtain the complete RFP, addendum and attendance/plan holder list?

Answer to Question 15: Interested contractors can obtain the RFP on the City's website at <https://pocatello.gov/Bids.aspx> or by contacting Christine Howe at 208-234-6186 or chowe@pocatello.gov. The Plan Holders list will be available after the RFP closes and should be requested through the City's Public Records Request portal at: <https://cityofpocatelloid.nextrequest.com/>

Question 16: Whether an Idaho Public Works Contractor License, active SAM/UEI registration or bonding is required?

Answer to Question 16: A Class B City license is required for contractors that are qualified under this RFP. That may be obtained after the RFP submission and prior to contract execution. Contractors must also have an active SAM.gov registration and Unique Entity Identifier (UEI). Bonding is required for obtaining the Class B license and performance and payment bonds will be required on certain jobs. Performance and payment bond requirements will be included in the call/order. Please refer to the RFP for additional insurance, licensing, and bonding requirements.

Question 17: Whether the City expects to award BPAs to multiple qualified contractors?

Answer to Question 17: Yes, multiple awards will be made for this BPA upon technical and pricing evaluations. Please refer to Section VI. Contract Award for additional information.

Question 18: How individual treatment projects will be assigned or competitively quoted?

Answer to Question 18: Future calls/orders for specific projects will be emailed to only the contractors awarded under this BPA. Future calls/orders will include a detailed scope of work and request pricing based on the price proposals submitted under this RFP. The specific call/order will be awarded to the Contractor able to conduct the work for the best price. Contractors may update their line item pricing when submitting a response to a specific call/order as needed. Any proposed updated pricing will require a written justification supporting the revised line item price. This justification may include things such as increased cost due to the complexity of the scope of work conditions, changes in materials costs due to market conditions, changes in labor rates, etc. This information will be included in the contract documents resulting from this RFP.

Question 19: I anticipate each work area having its own advantages and disadvantages. For instance, some areas might be very rocky or have significantly more vegetation to treat than other areas. Some also may be hard to access or require moving material a long distance. Should our proposed pricing reflect ideal conditions with minimal disadvantages? In that case, if a job becomes available for us to do, will we be able to amend the pricing depending on some of the realities of the jobsite? I'm also considering this from the perspective of technical tree removals near homes, which could require a lot of climbing and rigging to create the required defensible space. That kind of work is multiple times more costly than masticating trees away from structures.

Answer to Question 19: Proposal pricing should use the available information included in the RFP for the hypothetical scenarios which include proposed area maps and site conditions, such as imagery and slope. Pricing should account for all work that may be required of the contractor in those areas. The hypothetical scenarios in the RFP are divided into geographic areas and by type of work (ex: primarily on large acreage that is public or groupings of individual private parcels that have limited access) to account for possible variation in specific jobs. Specific scopes of work will be developed for each call/order. Please see answer to Question 18 for details on updating pricing.

Question 20: The required method for submitting the technical and pricing proposals?

Answer to Question 20: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

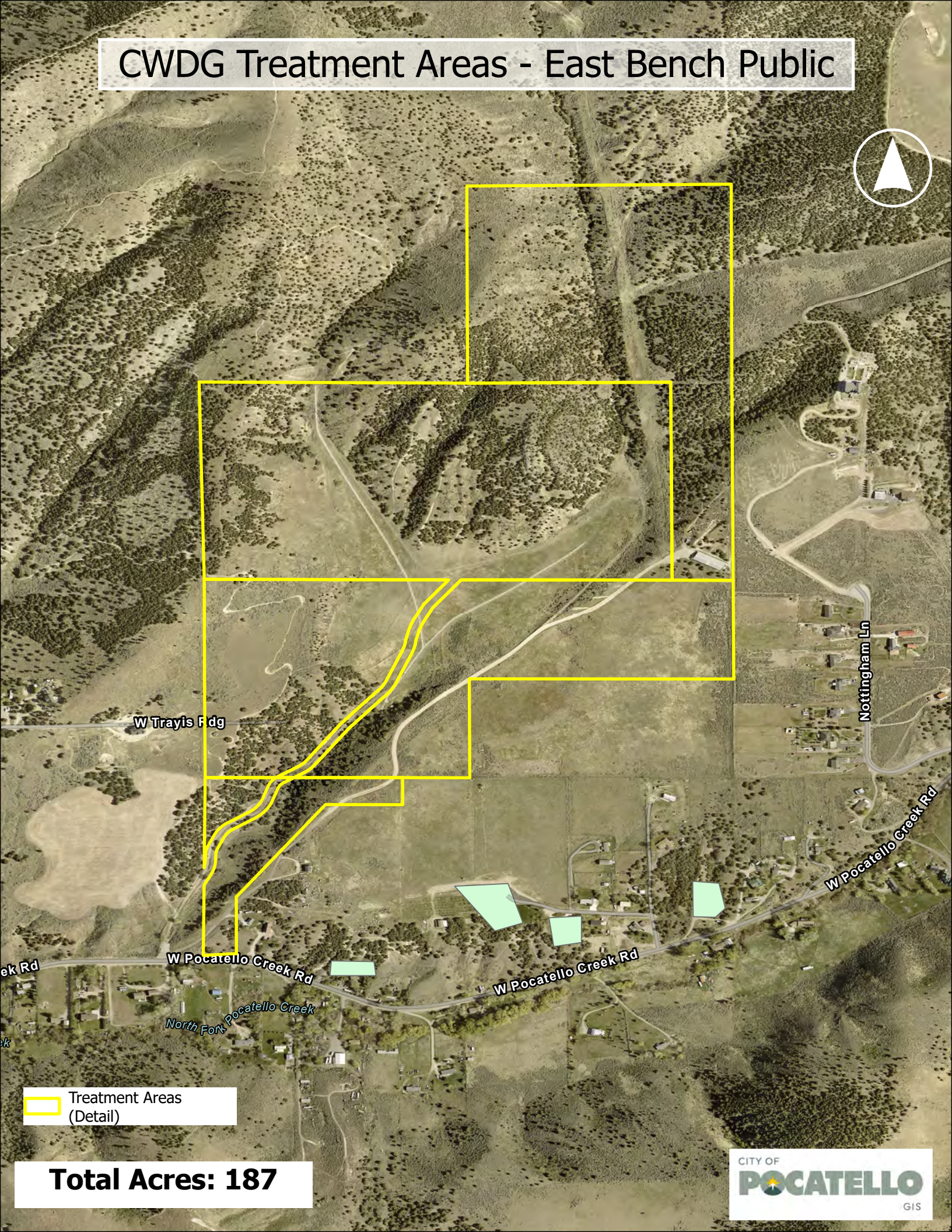
Question 21: The required method for submitting the technical and pricing proposals?

Answer to Question 21: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

Attachment A

REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029
Schedule of Items

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

Total Acres: 136

Map C - Unit 3

CWDG Treatment Areas - West Bench

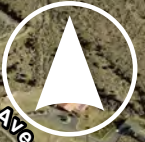


 Treatment Areas
(Detail)

Total Acres: 157

Map D - Unit 4

CWDG Treatment Areas - Johnny Creek



 Treatment Areas
(Detail)

Total Acres: 46

Attachment D

JEFF SHUPE DBA SUREFIRE SERVICES

Technical Proposal Submission

Date: 09/25/2026

City of Pocatello

Pocatello, Idaho

RE: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Dear Selection Committee:

Surefire Services respectfully submits the enclosed technical proposal for the Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments project. We offer 30 years of heavy-equipment operating experience, including logging, land clearing, mowing and mastication, wildland fire support, and the safe operation of equipment and chainsaws in demanding field conditions.

Our normal crew consists of three to five experienced individuals who are skilled in equipment operation and field coordination. Available resources include a Caterpillar 299 skid steer with multiple vegetation-management and material-handling attachments, a Caterpillar 305.5 excavator with mulcher and bucket-and-thumb configuration, a Vermeer chipper, and a dump trailer. When the project requires equipment beyond our regular fleet, we will rent additional specialized equipment, including larger masticators, as needed to meet treatment, site, and production requirements.

Jeff Shupe and other experienced crew members also safely operate chainsaws for cutting, limbing, bucking, and related ground work that supports mechanical fuel-treatment operations. This capability allows the crew to coordinate hand work with mastication, material handling, chipping, cleanup, and hauling.

Surefire Services is prepared to provide experienced personnel, adaptable equipment, direct owner involvement, and dependable communication for this important wildfire-risk-reduction project. Thank you for considering our qualifications. We welcome the opportunity to discuss the City's project needs and our approach to completing the work.

Sincerely,

Jeff Shupe

Owner / Operator

Surefire Services

COMBINED TECHNICAL PROPOSAL

PORTNEUF VALLEY WILDFIRE RISK REDUCTION AND EDUCATION
PROGRAM
HAZARDOUS FUEL TREATMENTS

JEFF SHUPE
DBA SUREFIRE SERVICES

Prepared for: City of Pocatello
Project: Portneuf Valley Wildfire Risk Reduction and Education Program
Hazardous Fuel Treatments
Date: 09/25/2026

Thirty years of heavy-equipment experience backed by a skilled, adaptable crew

Executive Summary

Experienced people, versatile equipment, and practical field execution

Jeff Shupe, doing business as Surefire Services, offers 30 years of heavy-equipment operating experience with a strong concentration in logging, land clearing, vegetation management, mastication, and wildland fire support. The company combines seasoned operators with purpose-built equipment to complete work safely, efficiently, and in accordance with the landowner's or agency's project objectives.

Surefire Services has performed work for local counties, the U.S. Forest Service, the Bureau of Land Management (BLM), and private individuals. This mix of public- and private-sector experience has developed a practical understanding of changing site conditions, access limitations, production expectations, resource protection, communication requirements, and final cleanup standards.

Proposal Highlights

- Thirty years of direct heavy-equipment operating experience.
- Specialized experience in logging, land clearing, mowing, mastication, and wildland fire support.
- Safe and experienced chainsaw operation by Jeff Shupe and other crew members.
- An experienced crew generally consisting of three to five equipment operators and field personnel.
- Multiple equipment configurations for brush, timber, slash, debris, material movement, chipping, grading, and hauling.
- Additional specialized equipment, including larger masticators, can be rented as needed for project-specific requirements.
- Flexible project execution suited to county, federal, and private-property work.
- Owner-operator involvement that supports timely decisions, direct accountability, and consistent quality control.

Understanding of Typical Project Needs

Vegetation-management and clearing projects require more than equipment capacity alone. Successful work depends on matching the machine and attachment to material size, terrain, access, disposal method, desired finished condition, and environmental constraints. Surefire Services evaluates these factors before and during production, then adjusts crew assignments and equipment use as field conditions change.

The goal is a controlled, orderly operation that meets treatment objectives while limiting unnecessary handling, reducing downtime, protecting designated resources, and leaving the site ready for its next intended use.

Company Qualifications and Experience

Leadership and Operating Experience

Jeff Shupe is an experienced owner-operator with three decades of hands-on work around heavy equipment and woody material. His background includes equipment operation for logging and land clearing, use of wildland fire support equipment, and ownership and operation of a mowing and mastication business. This experience supports sound equipment selection, realistic production planning, and practical problem solving in the field.

Relevant Performance Background

- Logging-related material handling, grappling, winching, extraction, sorting, piling, and cleanup.
- Land clearing and site preparation involving brush, small trees, larger woody material, slash, and debris.

- Mechanical mowing and mastication for vegetation reduction and fuels-management objectives.
- Wildland fire support assignments requiring experienced operation in demanding, time-sensitive conditions.
- Safe, experienced chainsaw use for cutting, limbing, bucking, and related support work.
- Chipping and hauling options for projects requiring removal or reduction of accumulated material.
- Final grading and cleanup using bucket and blade attachments to support an orderly finished site.

Public- and Private-Sector Experience

Surefire Services has provided work for local counties, the U.S. Forest Service, BLM, and private individuals. These customers often have different administrative procedures and site priorities, but all require dependable performance, experienced operators, clear communication, and respect for the project area. Surefire Services brings a service-oriented approach to each assignment regardless of project size.

Owner-Operator Advantage

Direct owner involvement provides a clear line of responsibility from initial review through final cleanup. Decisions about machine configuration, crew deployment, production sequencing, and field adjustments can be made promptly. This structure also helps keep the customer's priorities visible throughout the work.

Personnel, Crew Capacity, and Field Coordination

Experienced Crew

Surefire Services generally utilizes a crew of three to five individuals. Crew size is adjusted to the scope, schedule, terrain, access, material type, and combination of equipment required. Personnel have extensive experience operating equipment and working around active machinery, woody material, and changing ground conditions.

Typical Crew Functions

Category	Surefire Services Capability
Project Lead / Owner	Coordinates customer communication, work priorities, equipment assignments, field decisions, and quality review.
Equipment Operators	Operate the skid steer, excavator, mowers, masticators, grapple, winch, chipper, bucket, blade, chainsaws, and related equipment.
Ground Support	Assists with work-zone organization, material flow, observation, communications, and support around processing or loading operations.
Hauling Support	Coordinates dump-trailer loading and removal of material when hauling is included in the scope.

Crew Deployment

- Small, focused assignments may use a compact crew and one primary machine.
- Larger or production-sensitive work may use multiple operators and machines working in a planned sequence.
- Chipping and hauling operations are coordinated with cutting, grapppling, or piling to maintain material flow.
- Crew assignments may be adjusted as work moves between treatment areas or as material conditions change.

Communication and Accountability

Before work begins, the crew is oriented to the project limits, treatment objectives, access routes, protected features, material-disposition requirements, and expected finished condition. During production, the project lead monitors progress and coordinates adjustments. Questions affecting scope, schedule, access, or final results are elevated promptly so the customer can make informed decisions.

Technical Service Capabilities

Vegetation Management and Mastication

Mechanical mowing and mastication can reduce brush, small trees, ladder fuels, and dense vegetation while processing material close to where it is cut. Equipment and attachment selection is based on material diameter, density, terrain, access, desired particle size, and the treatment prescription.

Logging and Land Clearing

Surefire Services can support clearing operations through grappling, winching, extraction, material movement, sorting, stacking, loading, and cleanup. The available skid steer and excavator attachments allow the crew to address varied material while maintaining control of the work area.

Wildland Fire Support

The company's background includes operating wildland fire support equipment in demanding field conditions. Available machines and attachments can support vegetation reduction, access improvement, material handling, and other equipment-based assignments when requested and authorized for an incident or preparedness project.

Chipping, Cleanup, and Hauling

The Vermeer chipper provides on-site processing for woody material up to approximately 12 inches in diameter. A dump trailer is available when the project requires removal of chips, brush, debris, or other generated material. Bucket and blade attachments support loading, grading, piling, and final cleanup.

Chainsaw Operations

Jeff Shupe and other experienced crew members safely use chainsaws for cutting, limbing, bucking, and related ground work. Chainsaw operations can be coordinated with mastication, grappling, chipping, loading, and cleanup to address material or locations that require hand cutting as part of the overall hazardous-fuels treatment.

Representative Applications

- Roadside, right-of-way, and access-route vegetation reduction.
- Defensible-space and fuels-reduction treatments.
- Brush and small-tree removal around structures, infrastructure, or project areas.
- Land clearing and woody-material processing for public or private property.
- Slash handling, piling, chipping, loading, and removal.
- Post-treatment grading and cleanup within equipment and site limitations.

Treatment Methods and Equipment

Surefire Services will match equipment and crew assignments to the treatment prescription, vegetation size and density, terrain, access, disposal requirements, and the finished condition specified by the City of Pocatello.

i. Mechanical Mastication

Mechanical mastication will use the Caterpillar 299 skid steer with its brush mower for material up to approximately 6 inches and its fixed-tooth rotary masticator for larger or denser vegetation. The Caterpillar 305.5 excavator with mulcher can process material up to approximately 8 inches while providing reach and controlled placement. Larger purpose-built masticators will be rented when treatment size, density, terrain, or production requirements exceed the capacity of the regular fleet.

ii. Mechanical Lop and Pile or Lop and Scatter

For lop-and-pile work, chainsaws will be used to fell, limb, and buck designated material. The Caterpillar 299 grapple and 15,000-pound logging winch, together with the Caterpillar 305.5 bucket and thumb, will move, sort, and consolidate material into piles at approved locations. For lop-and-scatter work, chainsaws and hand tools will reduce material to the specified lengths and heights and distribute it across the treatment area; the skid steer or excavator may reposition larger concentrations as needed.

iii. Hand Cutting

Jeff Shupe and other experienced crew members will use chainsaws for hand cutting, limbing, bucking, and treatment around retained features or locations where mechanical access is limited or selective work is required. Appropriate hand tools will support the work. Hand cutting will be coordinated with nearby equipment operations, material handling, and the required disposal method.

iv. Material Disposal Chipping Mulching and Removal

Suitable woody material will be processed with the Vermeer chipper, which can chip material up to approximately 12 inches. The skid-steer and excavator masticators can mulch vegetation in place when allowed by the treatment prescription. The skid-steer grapple and excavator bucket and thumb will feed, sort, pile, and load material. A dump trailer will remove chips, brush, slash, or other debris when off-site disposal is required.

v. Chemical Treatment

If chemical treatment is included and authorized, application equipment such as calibrated backpack sprayers or handheld spot-treatment applicators will be obtained or rented as needed. Chemical application will be limited to the approved treatment areas and performed by properly qualified personnel in accordance with the product label, project specifications, required personal protective equipment, weather limitations, and City requirements.

Equipment and Attachment Resources

Caterpillar 299 Skid Steer

- Brush mower for material up to approximately 6 inches in diameter.
- Fixed-tooth rotary masticator for larger material and demanding vegetation-treatment conditions.
- Grapple for logs, brush, slash, and general material handling.
- 15,000-pound logging winch for controlled pulling and extraction.
- Bucket and blade attachments for loading, grading, shaping, and cleanup.

Caterpillar 305.5 Excavator

- Mulcher for material up to approximately 8 inches in diameter.
- Bucket and thumb for lifting, sorting, stacking, placing, and loading material.
- Compact excavator configuration suited to controlled material handling and work in constrained areas where conditions allow.

Vermeer Chipper

- Capable of chipping woody material up to approximately 12 inches in diameter.
- Supports on-site volume reduction and organized processing of suitable feed material.

Dump Trailer

- Available for hauling chips, brush, debris, and other project-generated material off site when included in the work scope.

Equipment Selection Strategy

Surefire Services selects equipment according to material size, density, slope and terrain, access width, ground conditions, disposal method, production needs, and the desired finished condition. Using the appropriate attachment reduces repeated handling and helps the crew move efficiently from cutting or mastication through processing, loading, and cleanup. Stated diameter capacities are approximate and depend on species, condition, presentation, operating environment, and manufacturer limits. When a project requires equipment beyond the company's regular fleet, Surefire Services will rent additional specialized equipment, including larger masticators, as needed to meet the scope, site conditions, and production requirements.

Local Availability and Timeline Schedule

Local Business and Resource Access

Surefire Services is a local business with ready access to its equipment, attachments, support resources, and experienced employees. This local presence supports efficient scheduling, shorter mobilization distances, direct owner involvement, and timely adjustments when field conditions or City priorities change. Core equipment can be assigned from the company's regular fleet, and additional specialized equipment can be rented locally or regionally as needed.

The normal crew of three to five experienced individuals can be organized around the selected treatment method. Because personnel and regularly used equipment are readily accessible, Surefire Services can coordinate operators, chainsaw personnel, material handling, chipping, hauling, and cleanup without relying on a distant workforce or equipment base.

Proposed Timeline and Production Schedule

Phase	Timing or Production	Activities
Project coordination	Following notice to proceed	Confirm treatment units, access, priorities, disposal requirements, work hours, and the intended finished condition.
Mobilization	As scheduled with the City	Assign the local crew and move the selected equipment, attachments, chipper, and support resources to the work area.
Mechanical treatment	Approximately 4 to 6 acres per day	Complete mowing, mastication, brush reduction, and related production using mobilized mechanical equipment where terrain and access allow.
Manual mastication and chipping	Approximately 2 to 3 acres per day	Perform chainsaw and hand treatment, organize material, and chip or mulch material where more selective or labor-intensive work is required.
Cleanup and closeout	Progressive and after treatment	Complete loading, hauling, scattering, grading, or final cleanup required for each treatment unit and address agreed completion items.

Schedule Assumptions

Actual daily production will depend on vegetation size and density, slope, terrain, equipment access, weather, ground conditions, treatment specifications, environmental restrictions, hauling distance, disposal requirements, and the amount of hand work required. The overall duration will be calculated from the final acreage assigned to each treatment method, using the average production ranges above and allowing time for mobilization, movement between treatment units, cleanup, and customer-directed changes.

Relevant Past Work Experience

Surefire Services has completed hazardous-fuels reduction, roadside clearing, tree and brush removal, and material-management work comparable to the treatment activities anticipated for the Portneuf Valley project. The following examples demonstrate experience working in public rights-of-way and varied private-property environments.

1. Clark County Highway and County Road Fuel Reduction

Over multiple years, Surefire Services cleared hazardous fuel waste along multiple highways and county roads in Clark County. The work involved reducing roadside accumulations of brush, woody vegetation, and other combustible material while operating within linear transportation corridors. This recurring work required experienced equipment operation, careful material handling, adaptation to changing roadside conditions, and coordination of cutting, processing, cleanup, and removal activities.

2. Idaho Transportation Department Highway 33 Fuel Reduction

Surefire Services performed hazardous-fuels clearing along Highway 33 for the Idaho Transportation Department. The project included removal and treatment of vegetation and fuel accumulations within the highway corridor. Experience gained on this work is directly relevant to roadside access, controlled equipment movement, selective vegetation treatment, material processing, and maintaining an orderly finished condition in a public transportation setting.

3. Private Landowner Vegetation and Fuels Clearing

For multiple private landowners across several counties, Surefire Services has cleared trees, deadfall, brush, river bottoms, and other overgrown areas. These projects have taken place in varied terrain, vegetation types, access conditions, and surrounding environments. Work has included mechanical treatment, chainsaw cutting, grappling, winching, piling, chipping or mulching, loading, hauling, and cleanup as appropriate to the property and the owner's objectives.

Relevance to the Portneuf Valley Project

Together, these projects demonstrate practical experience performing hazardous-fuels work along public roads and on diverse private lands. They also demonstrate the ability to select and combine mechanical equipment, chainsaw crews, material-processing methods, and removal resources to address changing vegetation, terrain, access, and disposal requirements.

Professional References

Three contacts may be provided to verify experience, reliability, and quality of work

Reference 1

Name: Sheree Farr

Title / Organization: Emergency Manager and EMS Director, Clark County

Project or Services Provided: Clark County hazardous-fuels reduction and roadside clearing

Phone: 208-768-7549

Email: sfarr@co.clark.id.us

Reference 2

Name: Lori Ringel

Title / Organization: Executive Coordinator, High Country RC&D, Inc.

Project or Services Provided: Hazardous-fuels project coordination and contracting

Phone: 208-624-3200 | 208-709-8365

Email: hcountryscd@gmail.com

Address: P.O. Box 501, 101 N Bridge Street, St. Anthony, ID 83445

Reference 3

Name: Oracio Trejo

Project or Services Provided: Land clearing for an RV park in Island Park

Phone: 208-680-1541

JEFF SHUPE

382 N 700 W, Blackfoot, ID 83221 | 208-684-9999 | shupjeff@gmail.com

PROFESSIONAL SUMMARY

Heavy Equipment Mechanic, Equipment Operator, and Owner/Manager with 30+ years of hands-on experience in mobile and field repair, welding, logging, land clearing, vegetation management, mastication, and wildland fire support. Experienced supervising crews, maintaining large equipment fleets, diagnosing mechanical and electrical failures, and safely operating heavy equipment and chainsaws in demanding field conditions.

CORE QUALIFICATIONS

- Heavy Equipment Repair & Diagnostics
- CAT ET & SIS Diagnostic Software
- Mobile Welding & Fabrication
- Preventive Maintenance & Recordkeeping
- Crew Supervision & Safety Training
- Logging, Land Clearing & Site Preparation
- Mowing, Mastication & Hazardous-Fuels Reduction
- Skid Steer, Excavator, Grapple & Winch Operation
- Chainsaw Cutting, Limbing & Bucking
- Chipping, Hauling, Grading & Final Cleanup

PROFESSIONAL EXPERIENCE

APRIL 2021 - PRESENT | OWNER / MANAGER, SUREFIRE SERVICES, ID

- Own and operate a heavy-equipment repair, welding, land-clearing, mowing, mastication, and hazardous-fuels management business serving public agencies and private landowners.
- Provide mobile heavy-equipment repair, field troubleshooting, welding and fabrication, preventive maintenance, and on-site equipment support.
- Operate and coordinate heavy equipment for logging, land clearing, roadside vegetation reduction, fuels management, material handling, grading, and cleanup.
- Experienced with Caterpillar skid steers and excavators, mowers, masticators, grapples, logging winches, buckets, blades, chippers, dump trailers, and chainsaws.
- Perform and coordinate cutting, limbing, bucking, grapppling, winching, piling, chipping, loading, hauling, and final site cleanup.
- Completed hazardous-fuels and roadside clearing work for local counties and the Idaho Transportation Department, along with work for federal agencies and private landowners.
- Lead crews generally consisting of 3-5 experienced personnel; coordinate equipment assignments, work priorities, production, safety, customer communication, and quality control.

JAN. 2014 - APRIL 2021 | MAINTENANCE MANAGER, MILL CREEK METALS, ID

- Supervised equipment maintenance and repair operations and maintained responsibility for overall equipment readiness.
- Trained employees in safe equipment operation, inspections, and work procedures; maintained maintenance records, budgets, and related paperwork.

OCT. 2011 - JAN. 2014 | MASTER MECHANIC, MINNESOTA LIMITED, MN

- Supervised a crew of 3-5 mechanics and maintained and repaired an inventory of more than 100 pieces of equipment.
- Troubleshoot truck and equipment failures and participated in daily safety and work-planning meetings.

JEFF SHUPE / RESUME - EXPERIENCE CONTINUED

FEB. 2011 - OCT. 2011 | HEAVY EQUIPMENT FIELD MECHANIC, BARNARD PIPELINE SERVICES, MT

- Worked independently from a service truck on pipeline construction projects with minimal supervision.
- Diagnosed and repaired heavy equipment, trucks, generators, air compressors, and support equipment; read schematics and repair manuals and used CAT ET and SIS diagnostic software.
- Participated in jobsite safety training and weekly safety meetings and applied safe work procedures in field operations.

MAY 2010 - FEB. 2011 | HEAVY EQUIPMENT FIELD MECHANIC, PRECISION PIPELINE, WI

- Performed independent field service and troubleshooting on pipeline construction equipment, trucks, generators, air compressors, and related equipment.
- Used schematics, repair manuals, CAT ET, and SIS diagnostic software to identify failures and complete repairs safely and efficiently.

FEB. 2007 - NOV. 2009 | HEAVY EQUIPMENT FIELD MECHANIC, BARNARD PIPELINE SERVICES, MT

- Operated a field service truck independently on pipeline construction projects; diagnosed and repaired heavy equipment and support equipment.
- Used CAT ET and SIS, schematics, and repair manuals for troubleshooting; completed mechanical repairs while following jobsite safety requirements.

MAY 2001 - FEB. 2007 | SHOP FOREMAN / RV TECHNICIAN, MERRICK R.V., ID

- Performed and supervised electrical, mechanical, plumbing, air-conditioning, and structural repairs on recreational vehicles.
- Ordered parts, managed inventory, and allocated shop time and resources.

DEC. 1998 - MAY 2001 | DIESEL MECHANIC, POCATELLO READY MIX, ID

- Maintained and repaired cement trucks and fabricated batch-plant components.
- Maintained electrical, pneumatic, and mechanical systems on the batch plant.

OCT. 1996 - DEC. 1998 | HEAVY TRUCK & EQUIPMENT MECHANIC, FRED UECKER WELDING AND REPAIR, ID

- Performed welding, fabrication, mechanical repair, field service, and maintenance on construction and agricultural equipment, generators, Class 8 trucks, and trailers.
- Fabricated equipment for cellular-industry clients and completed customer field repairs.

ADDITIONAL EQUIPMENT & FIELD CAPABILITIES

Mechanical troubleshooting • diesel and heavy-truck repair • electrical and pneumatic systems • mobile welding and fabrication • equipment inspection and preventive maintenance • logging and woody-material handling • vegetation management and mastication • chainsaw operations • material processing and hauling • crew coordination • safety leadership

City of Pocatello Community Wildfire Defense Grant (CWDG)

Hazardous Fuel Treatment 2026-2029

****INSTRUCTIONS: FILL-IN ONLY UNIT PRICES - TOTAL AMOUNTS WILL BE AUTOMATICALLY CALCULATED****

****PLEASE PROVIDE A HARD COPY OF THIS PRICE SHEET AS WELL AS AN EXCEL AND/OR ADOBE PDF ELECTRONIC VERSION WITH SUBMITTAL****

Map Viewer: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

UNIT 1 EAST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas - East Bench Parcels > 5 acres

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. See map A and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$2,500.00	\$2,500.00
2	Mechanical Cutting - Lop and Pile	1	AC	\$2,500.00	\$2,500.00
3	Handcutting Lop and Pile	1	AC	\$3,000.00	\$3,000.00
4	Handcutting and Haul	1	AC	\$3,000.00	\$3,000.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$100.00	\$100.00
6	Material Disposal - Chip and Haul	1	Tons	\$150.00	\$150.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$350.00	\$350.00
8	Re-seeding	1	AC	\$200.00	\$200.00
9	Signage and Traffic Control	1	N/A	\$ -	\$ -
10	Mobilization	1	N/A	\$ -	\$ -
11	Best Management Practices	1	N/A	\$ -	\$ -
				\$ -	\$ -

UNIT 2 EAST BENCH PRIVATE PARCELS

CWDG Treatment Areas - East Bench Parcels < 5 acres

Unit 2 is composed of privately owned parcels located on the East Bench of Pocatello in the Satterfield and Highland area. See map B and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$2,500.00	\$2,500.00
4	Handcutting and Haul	1	AC	\$3,000.00	\$3,000.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$100.00	\$100.00
6	Material Disposal - Chip and Haul	1	Tons	\$150.00	\$150.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$350.00	\$350.00
9	Signage and Traffic Control	1	N/A	\$ -	\$ -
10	Mobilization	1	N/A	\$ -	\$ -
11	Best Management Practices	1	N/A	\$ -	\$ -

UNIT 3 WEST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas West Bench

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See map #C and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$2,500.00	\$2,500.00
2	Mechanical Cutting - Lop and Pile	1	AC	\$2,500.00	\$2,500.00
3	Handcutting Lop and Pile	1	AC	\$3,000.00	\$3,000.00
4	Handcutting and Haul	1	AC	\$3,000.00	\$3,000.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$100.00	\$100.00
6	Material Disposal - Chip and Haul	1	Tons	\$150.00	\$150.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$350.00	\$350.00
8	Re-seeding	1	AC	\$200.00	\$200.00
9	Signage and Traffic Control	1	N/A	\$ -	\$ -
10	Mobilization	1	N/A	\$ -	\$ -
11	Best Management Practices	1	N/A	\$ -	\$ -

UNIT 4 WEST BENCH PRIVATE PARCELS

CWDG Treatment Area Johnny Creek

Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area. See map D and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$2,500.00	\$2,500.00
4	Handcutting and Haul	1	AC	\$3,000.00	\$3,000.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$100.00	\$100.00
6	Material Disposal - Chip and Haul	1	Tons	\$150.00	\$150.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$350.00	\$350.00
8	Re-seeding	1	AC	\$200.00	\$200.00
9	Signage and Traffic Control	1	N/A	\$ -	\$ -
10	Mobilization	1	N/A	\$ -	\$ -
11	Best Management Practices	1	N/A	\$ -	\$ -

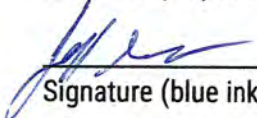
City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.


Signature (blue ink please)

Jeff Shupe
Printed Name

Owner
Title

9-23-2026
Date

Jeff Shupe DBA
Company Name Swifire Services

Shupjeff@gmail.com
Email

382 N 700 W
Street

208-684-9999
Phone

Blackfoot ID 83221
City, State, Zip

Fax

Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF Idaho)

:ss

COUNTY OF Bingham)

Jeffrey Shupe being first duly sworn, deposes and says that he or she
is owner of Shupe Tree Services the (sole owner, partner, president,
secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on
behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the
bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited
any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired,
connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain
from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the proposal price of the Respondent or any other
respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other
respondent, or to secure any advantage against the public body awarding the contract or anyone interested
in the proposed contract; that all statements contained in the Proposal are true; and further, that the
Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or
the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any
corporation, partnership, company association, organization, proposal depository, or to any member or agent
thereof, to effectuate a collusive or sham proposal.

Signed: Jeffrey Shupe

Title: owner

Subscribed and sworn to before me

This 18th day of September 2026

(SEAL)

Notary Public in and for the

County of Bingham

State of Idaho

Residing at Blackfoot, Id

My Commission expires 07/25/2028

Cheri Trappett



Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF Idaho)

COUNTY OF Bingham)

:SS

Jeff Shupe, being first duly sworn, deposes and says that (Bidder)

☒ he or she is in conformance with Idaho Code 63-15-2; affiant (is/is not)

states that Jeff Shupe has paid or secured to the satisfaction of the (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent including assessments, excises, and license fees levied by the State of Idaho or any taxing unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's business is located.

Dated this 18th day of September 2026.

Signed: [Signature]

Title: owner

Subscribed and sworn to before me

This 18th day of September 2026 (SEAL)

Notary Public in and for the

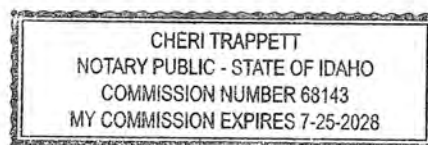
County of Bingham

State of Idaho

Residing at Blackfoot, Id

My Commission expires 07/25/2028

Cheri Trappett



City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: All Contractors and Subcontractors

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

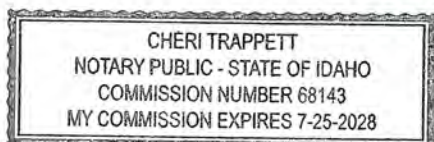
Date: 9-18-26

Signed: [Signature]

Title: Owner

DBA: Smoke Fire Services

SUBSCRIBED AND SWORN TO before me this 18th day of September, 2026



Cheri Trappett
Notary Public for Idaho

My Commission Expires: 07/25/2028

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 4, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join:

<https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGIrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

Addendum # 1:

Administrative/Clerical Changes to RFP language:

1. A form for listing Subcontractors has been added (see Attachment A of this Addendum)
2. The following language changes/clarifications have been added to the RFP language:

Section C. Price Proposal

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 15, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

Addendum # 2

Administrative/Clerical Changes to RFP language:

The following changes to the RFP language have been made in red

text: **Please see revised Section II. B (page 7)**

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and ~~Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)

I. Vegetation Removal

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with **cut** stumps treated with herbicide **between 5 and 10 minutes** of cutting. **For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.**
- All Siberian Pea shrub within treatment area shall be removed, with **cut** stumps sprayed with herbicide, **such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes** of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

4. LICENSING, INSURANCE AND BONDING REQUIREMENTS (page 14):

I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate. II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.

III. Contractor shall maintain a **Class B** license with the City of Pocatello. IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.

Exhibits

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit A
Notice of Award

Date: _____

Project Address: _____

Owner (if applicable): City of Pocatello

To Bidder: _____
Name DBA
Address Phone #

You are hereby notified that your bid dated _____ for the relevant scope of work has been considered. You are the Successful Bidder and are awarded a Contract for the _____. Your contract will be in the amount of [INSERT BID AMOUNT WRITTEN OUT](\$_____).

Within ____ days of the date you receive this Notice of Award, you must attend a preconstruction meeting and execute all contract documents as scheduled by the Program Manager or other city representative. After contract documents have been fully executed, the City will return to you one copy of the documents.

Funder's Approval: City of Pocatello

Mayor Mark Dahlquist _____
Printed Name Signature Date

Reviewed by City:

Grants Division Manager

Notice Given to Contractor on _____, by ☐ US mail ☐ fax ☒ email ☐ in person ☐ by phone

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit B

PRECONSTRUCTION REPORT

Project Address: _____

I, the undersigned, hereby certify that preconstruction discussions were held prior to the signing of contract documents relating to the above address between the city and myself. I fully understand the procedures to be followed for change orders, requests for payment, and inspections. I understand and agree that the work performed must meet the standards of performance required by the City of Pocatello and the Idaho Department of Parks and Recreation Recreational Trails Program and established by the program specifications, scope of work, and all related contract documents.

Signature of Contractor

Title

Business Name

Date

I, the undersigned, hereby certify that I conducted preconstruction discussions with both the owners and contractor for this site address and fully explained questions/concerns to each party.

Signature of Project Manager

Date

My signature below indicates only that Recreation Trails Program requirements prevail on this project. I further certify that said contractor received an explanation of any additional reporting requirements for the project.

Signature of Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit C

Scope of Work

[Insert call/order scope of work]

Date: _____

Signed: _____

Title: _____

DBA: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit D
CONFIRMATION OF BID/CONTRACTOR'S PROPOSAL

Project Address: _____

Date of Bid Closing Date of this confirmation _____

Property Owner: _____

Contractor acknowledge and confirms that the above listed property has been inspected and, fully understands the work to be completed as described in the scope of work dated _____. The contractor has a clear understanding of other pertinent documents issued as part of the bid package, including the program's general Rehabilitation Specifications, and all applicable local codes. Contractor also agrees that ample opportunity was furnished to verify any unclear portion of said scope.

Contractor agrees to furnish and install all labor, materials, and equipment necessary to accomplish the work, as evidenced in the above referenced documents, on the property shown above for the sum of [INSERT BID PRICE IN WORDS] _____ (\$_____) and hereby understands the Contracts and General Provisions governing this project.

If awarded the Contract, Successful bidders shall have five (5) business days from being notified that they are the apparent low bidder in which to provide evidence of current bonding and licensing, unless otherwise approved by the appropriate City official(s).

The Notice to Proceed will signal when the work will commence and the contractor agrees to complete the work within _____ calendar days after starting the work. If applicable the contractor agrees to follow the following construction schedule by line item:

And that the following subcontractors will be utilized on the job:

Name/ License No. _____

Name/ License No. _____

Name/ License No. _____

Signed: _____

Titled: _____

License No _____ Telephone No. _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit E

Contractor's Non-Collusion Affidavit

Project Address: _____

Being first duly sworn, deposes and says that he/she is _____
(Sole owner, a partner, president, secretary,

etc.)

of _____
Name of Business

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive of sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid nor that anyone shall refrain from bidding; that said bidder has not directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element such as bid price, nor that of any other bidder, not to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract that all statements contained in such bid are true, and, further that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, nor contents thereof, nor divulged information or data relative thereto, nor paid and will not pay a fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Titled: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit F
Certification Regarding Lobbying

Project Address: Upper City Creek Trailhead, Pocatello, ID 83204

Applicable to: **All Contractors and Subcontractors**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an offer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grant, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

DBA: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit G
Change Order

Change Order # _____

Date: _____

Project Address: _____

Property Owner: _____

Contractor: _____

The following is a description of changes hereby requested to the contract documents for the above-identified property.

Attach detailed costs; breakdown of each individual component including all materials and labor.

Base Contract Amount \$ _____

Plus Previously-Approved Change Orders \$ _____

List: _____

Plus Change Order Requested Above \$ _____

Revised Contract Amount \$ _____

New Project Completion Date: _____

Contractor Signature: _____

Owner(s) funds are: ☐ adequate ☐ inadequate for this change order

Grants Administrator

The above changes are:

☐ Approved ☐ Rejected

Project Manager: _____

☐ Approved ☐ Rejected

Grants Manager: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit H-1

Unconditional Lien Waiver For Materials

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents the amount owed TO DATE for materials which I have secured in regard to the above-referenced contract and property. I further acknowledge and understand that I am to provide a paid receipt for this materials advance prior to any progress payments. I hereby waive any and all liens or rights thereto, arising out of the attached materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-2

**Unconditional Lien Waiver and
Acknowledgement of Progress Payment**

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this progress payment and that it represents the amount owed to date for all materials and labor which I have furnished in regard to the above-referenced contract and property. I hereby waive any and all liens or rights thereto, arising out of the above-described materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-3

City of Pocatello
Notice of Completion,
Unconditional Lien Waiver, and
Acknowledgement of Final Payment

Project Address/Legal Description: _____

In consideration for the **final** payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents full satisfaction of monies due and owing for all materials and labor which I have furnished in regard to the above-referenced contract and property. All items as appearing on my original bid, addendums if any, and change orders, if any, have been completed in accordance with the contract, applicable building codes, standards, and ordinances. I hereby waive any and all liens or rights thereto, arising out of the labor or materials provided or furnished to me under the terms of the said contract.

Signature of Contractor

Date

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City Staff Review

Project Manager

Date

EXHIBIT I
FINAL INSPECTION/COMPLETION/ACCEPTANCE

Project Address: _____

DATE OF NOTICE TO PROCEED: _____ DATE OF COMPLETION: _____

Contractor: _____

Name

DBA

Address

Phone No.

Owner Certification of Completion/Acceptance:

- 1) Owner certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Owner hereby accepts the work and by such acceptance waives and releases any and all claims or demands of any kind or character whatsoever that Owner may have against Contractor with the exception of any claim which may result from faulty materials or appliances which fail within the warranty period or faulty workmanship which could not be determined at the time of inspection (latent and/or patent defects), and further does hereby release the Contractor from the Contract in that, based upon Owner's inspection and personal examination of the work in progress and as completed, the contractor has fully performed the terms and conditions of said contracts in a workmanlike manner to the satisfaction of the Owner.
- 3) Owner certifies and covenants that all required building inspections have been fulfilled and final inspections and occupancy have been approved.
- 4) Owner acknowledges receipt of any applicable written manufacturers' warranties from the contractor.
- 5) Owner hereby authorizes final payment in the amount of \$_____ on a total final contract of \$_____ be released to the contractor under the terms and conditions of the Agreement between the Owner and Contractor.

Owner(s) Approval: _____

Printed Name

Signature

Printed Name

Signature

Date: _____

Contractor Certification:

- 1) Contractor certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Contractor hereby certifies that the materials, equipment, and appliances provided for the project were new materials (unless specifically identified within the contract), installed in full compliance with all applicable regulations and manufacturers' recommendations.
- 3) Contractor hereby certifies that the work has been completed in accordance with the construction contract and request that final payment (in the amount shown in 5 above) be made and released under the terms and conditions of the Agreement Between Owner and Contractor, which when paid, will be in full satisfaction of monies due and owing under the Contract.
- 4) Contractor hereby guarantees the work performed for a period of one year and certifies that the homeowner has been provided with the original manufacturers' written warranties, where applicable.

Contractor Signature/Title

Date

Project Manager Certification:

The work on the property listed above was performed in accordance with the Scope of Work, Confirmation of Bid/Proposal, and the contract documents for this rehabilitation project. All applicable Building Department inspections have been completed and approved for occupancy. All guarantees and warranties begin as of the completion date indicated at the top of this document.

Project Manager

Date

Grant Administrator Acknowledgement:

The owner(s), contractor(s), and project manager have acknowledged to me the significance of this Notice and I hereby approve this document.

Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit J
Payment Request #_____

City of Pocatello
Planning and Development Services
911 N. 7th Ave, P.O. Box 4169
Pocatello, ID 83205-4169

Date:_____

☐ **Advance**

(Requires Materials List from Vendor with the property Address)

☐ **Progress**

(Paid receipt for materials advance to be attached to first progress payment)

☐ **Final**

(Requires Completed Exhibit L Form)

Project Address: _____

Property Owner: _____

Contractor: _____

CONTRACTOR'S REQUEST FOR PAYMENT: Request is hereby made for payment in connection with the executed contract, as shown below and in the attached Progress/ Inspection Report:

1. Original Contract Amount \$ _____
2. Total Approved Changed Orders \$ _____
 - A. _____
 - B. _____
3. Revised Contract Amount. \$ _____
(Line 1 + Line 2)
4. Previous Payments to Date \$ _____
5. Currently Available Funding \$ _____
(Line 3 – Line 4)
6. Current Payment Request \$ _____
(see attached spreadsheet)
7. Balance of Available Funds Remaining \$ _____

Vendor #	Date
Account #	
Project #	
Amount \$	
Dept. Approval	
Budget Approval	
Group #	Trans #

I hereby certify the foregoing request is just and correct; that the amount claimed is legally due after allowing all just credits, adjustments, and change orders; and that no part of the amount on Line 7 has been previously paid.

Contractor's Signature/Title

Business Name

Project Manager Signature

Grants Division Manager

Teton Forestry

CONTRACT

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

This Contract is by and between City of Pocatello (Owner) and
Teton Forestry, LLC (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Attachment B - Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.
 - 2. This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along the CWDG Project Area Wildland Urban Interface (WUI) priority areas by removing junipers on City-owned and private property.
 - 3. The City seeks qualified contractor(s) to conduct the hazardous fuel treatments in accordance with Attachment A – Master Treatment Specifications, including vegetation removal and material disposal, for specific project sites to be designated by Calls/Orders.
 - 4. This contract establishes an agreement with a qualified contractor that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products or work orders are to

2020 ISPMC 00522

Modified from EJCD® C-522, Contract for Construction of a Small Project.

Copyright © 2016 National Society of Professional Project Managers, American Council of Project Managing Companies,
and American Society of Civil Project Managers. All rights reserved. Page 1 of 19

be provided by the Contractor and coordinated with the Owner and Project Manager. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Project Manager. Project Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Project Manager will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Project Manager or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract
 - 2. Attachment A – Master Treatment Specifications
 - 3. Attachment B – Project Area Maps
 - 4. Attachment C - RFP
 - 5. Attachment D - Contractor Submission to Request for Proposals
 - 6. The following Exhibits which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Exhibit A – Notice of Award
 - b. Exhibit B – Preconstruction Report
 - c. Exhibit C – Call/Order Scope of Work and General Hazard Fuel Reduction Prescription
 - d. Exhibit D – Confirmation of Bid
 - e. Exhibit E – Non-Collusion Affidavit
 - f. Exhibit F – Certification Regarding Lobbying
 - g. Exhibit G – Change Order
 - h. Exhibit H-1 – Materials Lien Waiver
 - i. Exhibit H-2 – Lien Waiver
 - j. Exhibit H-3 – Final Lien Waiver
 - k. Exhibit I – Final Inspection
 - l. Exhibit J – Pay Request Change Orders

- B. Federal Provisions – The following federal provisions are incorporated by reference:
1. Federal Financial Assistance Award of Domestic Grant 26-DG-11040613-604 between City of Pocatello and the USDA, Forest Service (Community Wildfire Defense Grant Portneuf Valley Wildfire Risk Grant Agreement)
 2. US Forest Service General Terms & Conditions including Forest Service Federal Financial Assistance General Terms and Conditions and USDA General Terms and Conditions
 3. Subparts A through F of 2 CFR Part 200
 4. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

ARTICLE 3 - PROJECT MANAGER

3.01 Project Manager

- A. The Project Manager for this Project is **the City of Pocatello and their designee(s), including:**

Designee(s):

Charles Samson III
csamsoniii@gmail.com
208-317-5017
High Country RC&D, Inc.

Charity Staggs
landpartners@sicog.org
208-233-4535
Southeast Idaho Council of Governments

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Contract term shall be three years beginning on the effective date of this contract through November 30, 2029 with a mutually executable option to extend for 1 year.
- B. Specific completion dates for individual Calls/Orders will be included in the Call/Order Scope of Work and agreed on by the Contractor upon award of that Call/Order.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Project Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Project Manager for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Project Manager.
- B. The Contractor shall update and submit the progress schedule to the Project Manager each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents base unit prices included in the Contractors response to the RFP Schedule of Items:

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be included in the site specific Call/Order.

- B. Changes to Contract Price
 - 1. Annual Review of Unit Prices – Prices shall remain fixed and firm for the initial 12 months of the agreement. Following the initial period, the Contractor may request a price adjustment. Price adjustments must be presented at least 30 days prior to the effective date of the adjustment and include supporting justification for the adjustment.
 - 2. Adjustment of Base Unit Price outside of Annual Review - Contractors provided base unit prices in their RFP submission that will be the prevailing basis for bids for specific Calls/Orders. In the event the Call/Order requires the Contractor to update their base bid pricing outside of the Annual Review of Pricing as described in 5.01.B.1., the Contractor shall provide the revised unit pricing with supporting justification, including but not limited to documented manufacture price increases, regulatory changes, and labor/material fluctuations.

ARTICLE 6 - BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

6.01 Bonds

A. Before starting Work for any service valued at \$50,000 or greater, Contractor shall furnish a performance bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>\$1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u></u>
Bodily Injury/Disease Aggregate	\$ <u></u>

- b. Commercial General Liability:

General Aggregate	\$ <u>\$1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>\$2,000,000</u>
Personal and Advertising Injury	\$ <u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>\$1,000,000</u>

- c. Automobile Liability herein:

NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.

Bodily Injury:	
Each Person	\$ <u></u>
Each Accident	\$ <u></u>

Property Damage:

Each Accident \$ _____

Combined Single Limit of: \$ \$1,000,000

d. Excess or Umbrella Liability:

Per Occurrence \$ \$1,000,000

General Aggregate \$ \$2,000,000

e. Contractor's Pollution Liability:

Each Occurrence \$ _____

General Aggregate \$ _____

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Project Manager and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Project Managers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Project Manager except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall maintain a Class B license with the City of Pocatello prior to starting work.
- C. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Project Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.07 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Project Manager upon completion of the Work.

7.08 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Project Manager and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
 - D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
 - E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Project Manager determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.09 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Project Manager specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Project Manager will provide timely review of shop drawings and samples.
- E. Project Manager's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Project Manager's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Project Manager and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals.
- H. Shop drawings are not Contract Documents.

7.10 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Project Manager and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.11 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.12 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Project Managers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Project Manager.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION

9.01 Project Manager's Status

- A. Project Manager will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Project Manager as Owner's representative during construction are set forth in this Contract.
- B. Neither Project Manager's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Project Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Project Manager, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Project Manager to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Project Manager will make visits to the Site at intervals appropriate to the various stages of construction. Project Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Project Manager has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Project Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Project Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Project Manager's decision, subject to the need for Project Manager's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other Project Management or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Project Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Project Manager will promptly:
 1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Project Manager's findings, conclusions, and recommendations.
- C. After receipt of Project Manager's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Project Manager's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Manager promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Project Manager will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Manager, Contractor shall, if requested by Project Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Project Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Project Manager has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to

Project Manager. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Project Manager, no more frequently than monthly, to Project Manager. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Project Manager will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Project Manager will recommend reductions in payment (set-offs) which, in the opinion of the Project Manager, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.05 Substantial Completion

- A. The Contractor shall notify Owner and Project Manager in writing that the Work is substantially complete and request the Project Manager issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Project Manager an initial draft of punch list items to be completed or corrected before final payment.
- B. Project Manager will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Project Manager does not consider the Work substantially complete, Project Manager will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Project Manager considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Project Manager will deliver to Owner a

certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Project Manager will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Project Manager's written recommendation of final payment.

14.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Project Manager. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in

the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Project Manager, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Israel Boycott

- A. Pursuant to Idaho Code §67-2346 (2), Contractor hereby certifies that is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel or territories under its control.

17.08 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.09 Designated Representatives

CONTRACTOR

Teton Forestry, LLC
James Knight
3840 N. Hwy 33
Driggs, ID 83422

OWNER

City of Pocatello
Mayor Mark Dahlquist
911 N. 7th Ave
Pocatello, ID 83201

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on November 5, 2026 (which is the Effective Date of the Contract).

OWNER:

City of Pocatello

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

CONTRACTOR:

Teton Forestry, LLC
James Knight

By: _____

Title: Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

3840 N. Hwy 33

Driggs, ID 83422

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

ATTACHMENT A

MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders. Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80%~~

~~of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~

- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
 - ~~▪ If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
 - ~~▪ In some areas material can be dragged to where mastication or mulching machinery can reach it.~~
- D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.
- E. Sagebrush, other brush, and noxious/invasive weeds
- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
 - All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
 - All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
 - Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 - 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre

(density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.

2. Do not leave trees within 100' of structures.
3. All trees under power lines or identified utilities shall be cleared
4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.

iii. Limbing of remaining trees.

1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 1. Do not leave trees within 100' of structures.
 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City to account for needed clearance.
 3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow-the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing

appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.

- Contractor shall provide a traffic control plan as requested per call/order

- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.
- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
- H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

V. Seasonality, Hours, and Days of Operation:

- A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
- B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
- C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.

VI. Location of Project Areas:

- A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.

VII. Project Boundary Marking:

- A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.

VIII. Notification of Cessation or Restart of work:

- A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.

IX. Personnel Requirements:

- A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
- B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.

1. LICENSING, INSURANCE AND BONDING REQUIREMENTS

- I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
- II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
- III. Contractor shall maintain a license with the City of Pocatello.
- IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
- V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

2. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

3. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

4. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

5. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

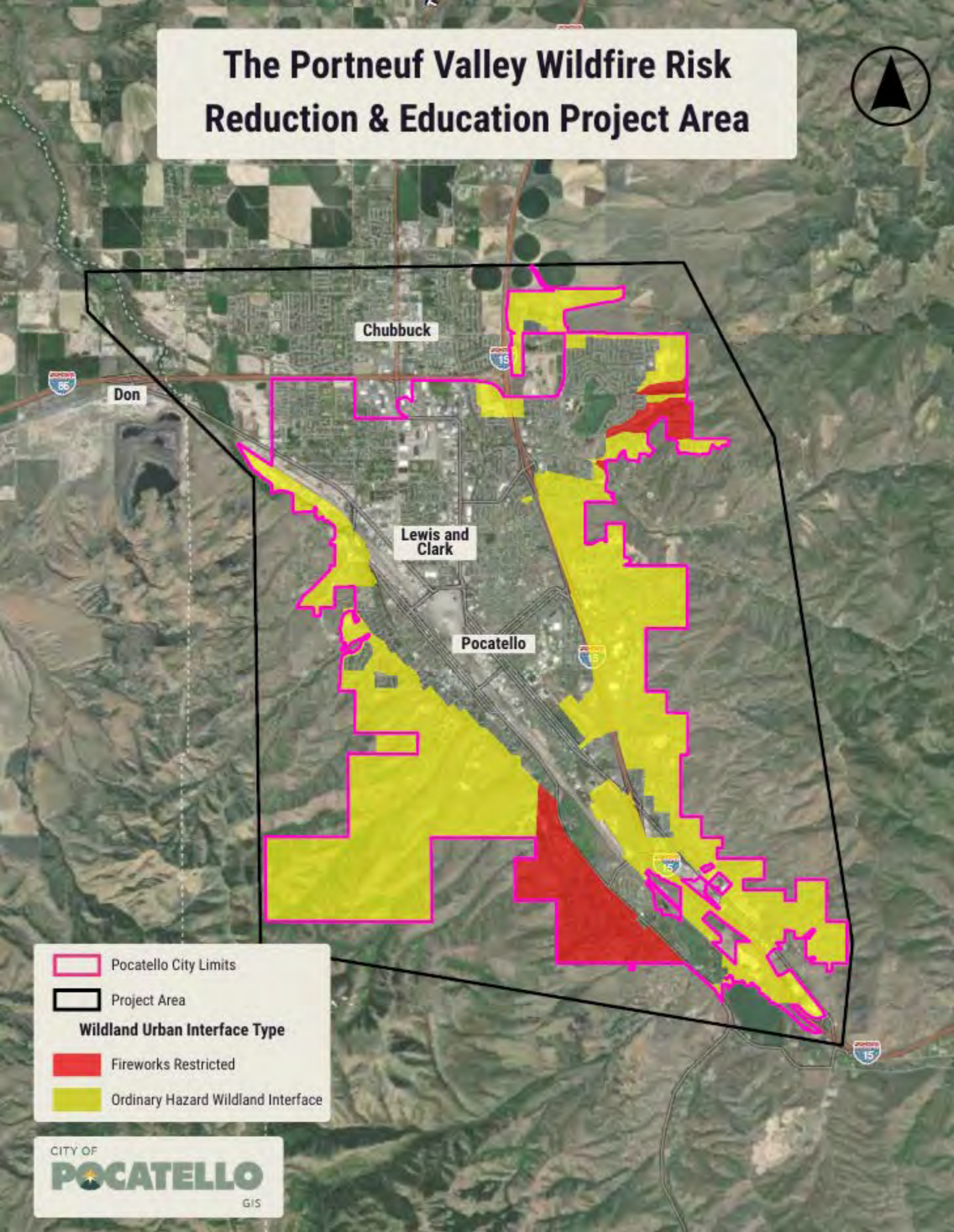
Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Attachment B - Project Area Maps

The Portneuf Valley Wildfire Risk Reduction & Education Project Area



Pocatello City Limits



Project Area

Wildland Urban Interface Type



Fireworks Restricted



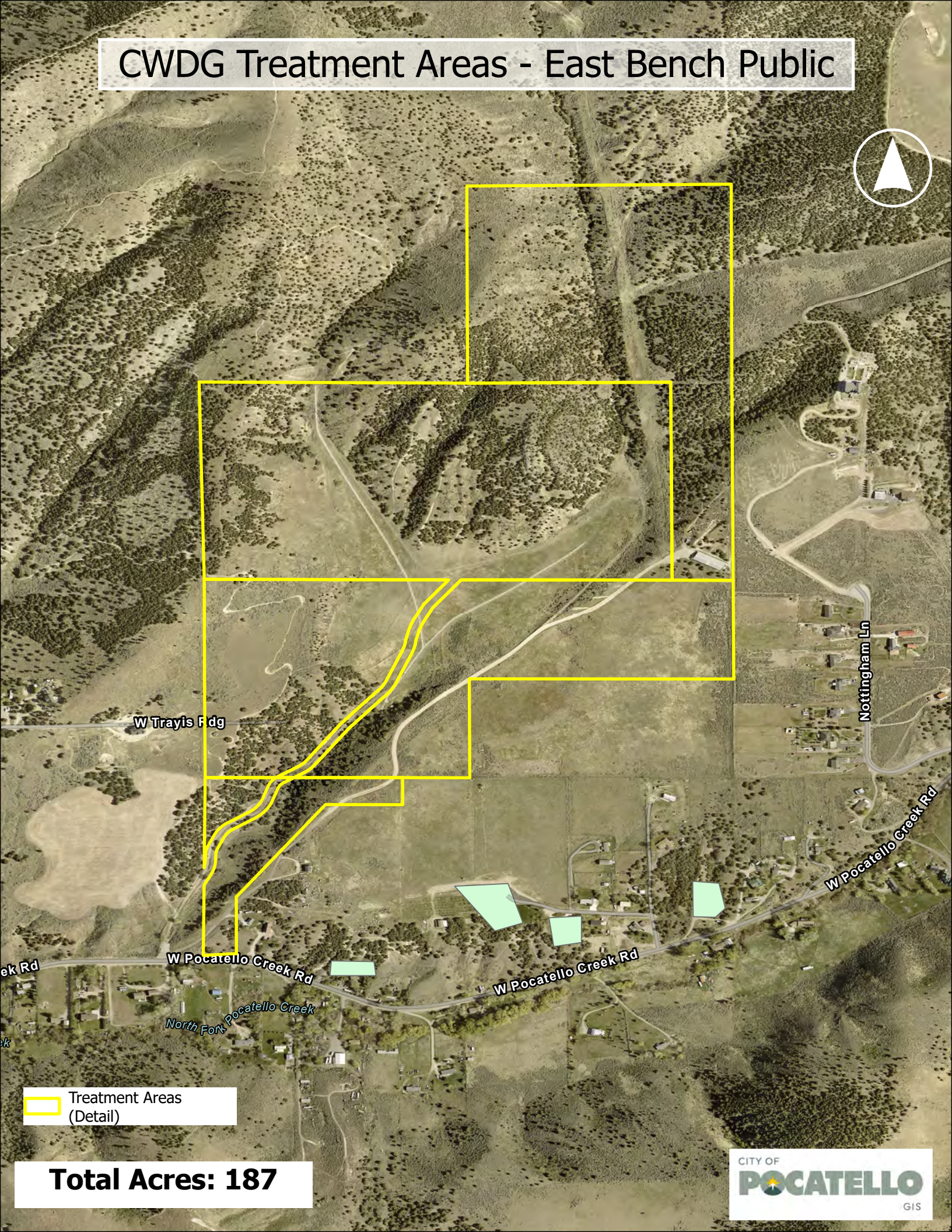
Ordinary Hazard Wildland Interface

CITY OF

POCATELLO

GIS

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

Total Acres: 136

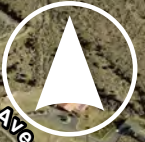
CWDG Treatment Areas - West Bench



 Treatment Areas
(Detail)

Total Acres: 157

CWDG Treatment Areas - Johnny Creek



 Treatment Areas
(Detail)

Total Acres: 46

Attachment C

Request for Proposals:

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments



REQUEST FOR PROPOSALS

Hazardous Fuel Treatments

Project Title: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Due: September 25, 2026 at 3:00PM MT

Awarding Authority: The City of Pocatello

Contact:

Christine Howe
911 N. 7th Ave
Pocatello, ID 83201
208-234-6186
chowe@pocatello.gov

Date Issued: August 25, 2026 after 8AM

CITY OF POCATELLO
REQUEST FOR PROPOSALS (RFP) – Portneuf Valley Wildfire Risk Reduction and Education Program
Hazardous Fuel Treatments

Section I. Introduction

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

The City, a municipal corporation located in Southeast, Idaho, is issuing this Request for Proposals (“RFP”) and anticipates selecting contractors that have experience working in a local government setting and have familiarity with Federal regulations. Only the firms responding to the RFP will be considered. The City will evaluate responses to select qualified firms and enter into contract for a three-year period with options of two (2) one-year extensions through mutual consent between the City and selected contractors.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

1. **The technical proposal shall address specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Schedule/Availability.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
2. **The price proposal shall provide pricing for ALL Items in the Schedule of Items.** Quotes should be specific to the project area and based on the hypothetical scenario as described on page 17 of the solicitation (Description of Conditions) and hypothetical, technical specifications of Appendix A. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
3. **Fill out and include the required representations and certifications (Appendices A through D) that are included in the solicitation.**

Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls/orders submitted for future specific projects.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Calls/Orders for specific projects will be emailed to only the contractors awarded under this BPA. All contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

This solicitation is being conducted in accordance with the provisions of Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions), the City of Pocatello Purchasing Policies, and Code of Federal Regulations 2 CFR 200. Those provisions are hereby incorporated by reference into this RFP. All contracts must be strictly awarded in accordance with the requirements of the RFP. Section 3, disadvantaged business enterprises, minority owned businesses, and women owned businesses are especially encouraged to apply. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective Respondents who received copies of the original request.

Proposal Due Date: September 25, 2026 at 3:00 PM MT

RFP Name: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

RFP Availability: <https://pocatello.gov/Bids.aspx>

Return RFPs to: City of Pocatello
Attn: Christine Howe – Grants Division
911 N. 7th Avenue
Pocatello, ID 83201

Any questions pertaining to the scope of services in this solicitation should be submitted in writing. All answers will be in the form of an addendum and sent to registered Respondents. All questions must be submitted in writing no later than 5:00 PM MT on June 1, 2026 to Christine Howe, Grants Manager via email at chowe@pocatello.gov.

Please read this entire document before responding or submitting questions. Thank you for your interest.

RFP Issuance	August 25, 2026
RFP Virtual Instructional Meeting	September 10, 2026 at 3:00PM MT
Questions Deadline	September 14, 2026 at 5:00PM MT
Proposals Due	September 25, 2026 at 3:00PM MT
Anticipated Selection	Week of September 28, 2026
Anticipated Contract Start	November 5, 2026

Section II

I. Instructions & Submission Requirements

A. Instructions

1. Instructions for Submitting a Proposal

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

- 1. The technical proposal shall address four specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Benefit to Local Community.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
- 2. The price proposal shall provide pricing for ALL Items in the Schedule of Items (provided as Attachment A).** Quotes should be specific to the project area and based on the hypothetical scenario as described in Section V. C. of the solicitation. Pricing is required for ALL items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Call/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
- 3. Fill out and include the required representations and certifications (Appendix A through D) that are included in the proposal package.**

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls submitted for future specific projects.

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA. All Contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

If you have questions regarding the solicitation package or issues accessing the solicitation documents on <https://pocatello.gov/Bids.aspx>, please contact Christine Howe at chowe@pocatello.gov.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join: <https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

2. Place for Submission

Proposals are to be submitted by mail or in person to Pocatello City Hall, Attn: Planning and Development Services, 911 N. 7th Avenue, Pocatello, ID 83201 by 3:00PM MT on September 25, 2026. Proposals will be considered on time if received by the Submission Deadline using the time on the clock located in the City of Pocatello's Planning and Development Services Department at City Hall. Postmarks will not be considered. E-mail submissions will not be accepted. The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. If, at the time that proposals are due, City Hall is closed due to uncontrolled events, proposals will be accepted until 3:00PM MT on the next day that City Hall is open. No individual extensions of this deadline will be granted. Late proposals will be deemed "non-responsive" and will not be opened. They may be picked up by the Respondent if so desired.

3. Idaho Code

Attention of all Respondents is directed to Title 67, Chapter 28 of the Idaho Statutes governing transactions involving requests for proposals, and to all other applicable sections of the Idaho Code as most recently amended which govern the award of this contract.

4. Disclosure of Information

Submission of a proposal shall be deemed acknowledgement that the Respondent is familiar with the Idaho Public Records Law, Idaho Code §74, and is bound thereby. Disclosure of any information provided by a Respondent in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to Idaho Code §74. To review copies of proposals after contracts have been awarded, contact the RFP contact person identified in this RFP or submit a written request in compliance with the Idaho Public Record Law using the City of Pocatello Public Records Request Portal, available at: <https://pocatello.gov/251/Records-Requests>.

5. Reservation of Right

The City of Pocatello may cancel this Request for Proposals or may reject in whole or in part any and all responses or proposals when it is determined that said cancellation or rejection serves the best interests of the City. The City reserves the right to reject any or all proposals after determining if each response is responsive and responsible.

6. Non-Collusion

It is understood that the Respondent has submitted the proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion, Appendix B. Respondents are required to complete this form. Failure to do so will result in a rejection of the proposal.

7. Cost of Proposal

All costs involved in preparing the proposal will be borne by the Respondent. The City or any Department, Division, employee or section of the City will not be liable for any costs associated with the creation of the proposal.

8. Incomplete or Conditional Proposals

Proposals, which are incomplete, conditional or obscure, may be rejected. No award will be made to any Respondent who cannot satisfy the awarding authority that they have sufficient ability and sufficient capital to enable them to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive, and binding.

B. Submission Requirements

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and **MUST** mirror paper versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.
3. Failure to submit proposals in the format described herein may result in the rejection of the proposal.
4. The contract is scheduled to be awarded within sixty (60) days of this proposal opening. This RFP as well as the successful Respondent's proposal will become part of the contract.
5. By submitting a signed proposal, the proposer acknowledges and agrees to the City of Pocatello's "Terms and Conditions" contained in Section III: Terms and Conditions.
6. If any changes are made to this RFP, an addendum will be distributed to all Respondents who have received the RFP and posted on the City bid page.
7. A Respondent may correct, modify, or withdraw a proposal by written notice if received by the City prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed

Date Issued: August 25, 2026 after 8AM

envelope clearly labeled "Modification No. _." Each modification must be numbered in sequence and must reference the original RFP. After the proposal opening, a Respondent may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Respondent will be allowed to correct them. If a mistake and the intended correct wording are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct meaning. A Respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording is not similarly evident.

8. Individuals are encouraged to submit proposals; individuals who submit proposals will not be subject to requirements that are only applicable to businesses such as authorized signatory and financial stability certifications. However, individuals will still be required to fill out those applicable portions of the required forms.
9. Proposal prices must remain firm for 90 days after the proposal opening.
10. **Proposals must also include the signed** Price Proposal page, Certificate of Authority page, Certificate of Non-Collusion, Certificate of Tax Compliance, as provided in this RFP. See Appendices for additional details.
11. All proposals must be signed by appropriate, authorized individual or individuals, e.g. if the Respondent is a partnership, by the name of the partnership, with the signature of each general partner. If the Respondent is a corporation, it must be signed by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed, or appropriate certificate of authorization.
12. Written addenda issued by the City will be posted on the City bid page and e-mailed as necessary to all parties that the City is aware have requested documents using the contact information provided to the City. A copy of any addendum as may be issued will be on file with the City. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Respondent should contact Christine Howe via e-mail or phone, if they believe an addendum has not been received. A copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent.
13. The City of Pocatello is the awarding entity that will sign the contract and to whom invoices will be submitted/received and by whom the Respondent will be paid/submit payment.
14. All proposals will be reviewed by the Evaluation committee. A recommendation will be made by the Evaluation Committee to accept the proposal which is in the best interest of the City. The consideration of all proposals and subsequent selection of a successful Respondent shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin. The recommendation will be based on the evaluation criteria (Section V).
15. Failure to complete the enclosed forms, answer any questions, or provide the required documentation will result in the proposal being deemed non-responsive and the rejection of the proposal, unless the City determines that such failure constitutes a minor informality.

Section III. Terms & Conditions

1. General Terms and Conditions

The process of selecting organizations to provide consultation services for the City's benefit requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made as well as compliance with Federal procurement standards outlined in 2 CFR 200 for the implementation portion of this proposal and subsequent successful grant applications.

The City reserves the right to accept or reject all proposals or portions thereof without stated cause. The City reserves the right to re-issue any RFP or cancel the RFP if none of the proposals are deemed satisfactory to the City. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The City may also elect to reject all proposals and re-issue a new RFP.

Clarification of proposals: The City reserves the right to obtain clarification of any point in a Proposer's proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within two business days. The City is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Proposer.

2. Conflict of Interest

By the submission of a proposal, the Proposer agrees to ensure that, at the time of contracting, the Proposer will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Proposer's obligations under the Agreement. The Proposer shall further covenant that, in the performance of the Agreement, the Proposer shall not employ any person, or subcontract with any entity, having any such known interest.

3. Public Information

Information supplied by the Proposer to the City may be subject to the Idaho Public Records Law. Such information shall become public unless it falls within one of the exceptions in the statute, such as security information, trade secret information, or labor relations information. If the Proposer believes any information which is not public will be supplied in response to this RFP, the vendor shall take reasonable steps to identify for the City what data, if any, it believes falls within the exceptions. If the proposal data is not marked in such a way as to identify non-public data, the City will treat the information as public and release it upon request. In addition, the City reserves the right to make the final determination of whether data identified by the proposer as not public falls within the exceptions within the statute.

4. Equal Employment Opportunity

The Proposer agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference,

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

disability, or age. When required by law or requested by the City, the Proposer shall furnish a written affirmative action plan.

Section IV. Project Overview and Scope of Work

1. PROJECT OVERVIEW

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.

In some areas, the junipers within the project boundaries are extremely dense and/or on very steep terrain, exacerbating the fire danger for upslope homes. Removing these species will reduce risk by reducing available fuels and flame lengths if a fire does burn through the area.

2. PURPOSE

This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along Pocatello's east and west bench priority areas by removing junipers on City-owned and private property.

The City seeks qualified contractor(s) to conduct the following treatments, including vegetation removal and material disposal. The City is issuing this Blanket Purchase Agreement to establish a list of qualified contractors that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

Contractors shall provide bid pricing based on the treatment specifications included in this solicitation.

3. MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders.

Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

Date Issued: August 25, 2026 after 8AM

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80% of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~
- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
- ~~• If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
- ~~• In some areas material can be dragged to where mastication or mulching machinery can reach it.~~

D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with stumps treated with herbicide within 5 minutes of cutting.
- All Siberian Pea shrub within treatment area shall be removed, with stumps sprayed with herbicide within 5 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

Date Issued: August 25, 2026 after 8AM

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 - 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.
 - 2. Do not leave trees within 100' of structures.
 - 3. All trees under power lines or identified utilities shall be cleared
 - 4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
 - 5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.
- iii. Limbing of remaining trees.
 - 1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 - 1. Do not leave trees within 100' of structures.
 - 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite

spacing requirements as determined by City to account for needed clearance.

3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.
 - Contractor shall provide a traffic control plan as requested per call/order
- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.

Date Issued: August 25, 2026 after 8AM

- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
 - H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.
- V. Seasonality, Hours, and Days of Operation:**
 - A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
 - B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
 - C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.
- VI. Location of Project Areas:**
 - A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.
- VII. Project Boundary Marking:**
 - A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.
- VIII. Notification of Cessation or Restart of work:**
 - A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.
- IX. Personnel Requirements:**
 - A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
 - B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.
- 4. LICENSING, INSURANCE AND BONDING REQUIREMENTS**
 - I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
 - II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
 - III. Contractor shall maintain a license with the City of Pocatello.
 - IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
 - V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

5. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

Date Issued: August 25, 2026 after 8AM

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

6. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

7. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

8. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Section V. Technical Proposal and Price Proposal Submission Requirements

A. Selection Process

1. Only those Respondents who submit all forms and materials as required will be considered responsive.
2. The City has determined that the selection of contractors for these services requires comparative judgement of factors (evaluation criteria) to determine qualifications. The proposals will be evaluated to determine the technical qualifications of the contractors and the unit prices provided.
3. Only those contractors deemed responsive will be awarded A responsive proposal is one that meets the minimum submission requirements and is rated at least 50% for each evaluation criteria item included in the RFP.
4. Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.
5. Multiple awards may result from this procurement.

B. Technical Proposal Requirements

Proposal shall be a maximum of 10 pages, not including any attached resumes or required forms. No font may be smaller than 11 point for body text or smaller than 9 point for other text. Page numbers are given for 8.5"x11" sheets. Any pages in excess of the 10-page limit will not be included in the review. The proposal shall address the following components:

1. Introductory Cover Letter (recommend 1 page)
2. Team and Key Personnel Qualifications (recommend 2-3 pages)
 - Describe the project team including name and office location of key personnel including any subcontractors and their experience and familiarity working in the Pocatello Area or other similar geographic location on hazardous fuel treatment projects.
 - o Identify the project manager who will be responsible for this project. List the project manager's relevant experience and similar work.
 - o Identify the project foreman who will be responsible for the on-the-ground crews and daily operations
 - o Describe the key personnel's proposed roles and responsibilities on this project
 - Include relevant experience or knowledge of the Team members/Personnel with conducting similar work.
 - Proposal should include a resume for each team member in an appendix. As noted, the appended resumes will not be counted toward the page limit.
3. Equipment (2-3 pages)
 - Describe the equipment that will be used for each treatment method including:
 - i. Mechanical mastication
 - ii. Mechanical lop pile/lop and scatter
 - iii. Handcutting
 - iv. Material disposal – chipping/mulching and removal
 - v. Chemical treatment

Date Issued: August 25, 2026 after 8AM

- Equipment descriptions should be sufficient to ensure treatment specifications can be met ie – stump height, chipping, size of masticated material, composition of chemicals used to treat, etc.)
4. Relevant Past Performance (2-3 pages)
 - Provide at least two examples of previous similar work in communities comparable to Pocatello and other Idaho communities that demonstrate experience working in similar terrain, geographies, climates, and other factors that influence the treatment methodology and assessment. The examples shall include location, project type, status, and a brief description of project scope & status.
 - Provide a minimum of three references, including: 1) company name 2) contact name 3) phone number 4) email address 5) name of project or contract
 5. Timeline Schedule (recommend 1 page)
 - Provide a detailed typical project schedule including major milestones and deliverables for a call/order for the proposed treatment scenario included in this RFP
 - This should include number of days for mobilization, typical days for mastication/handwork,

C. Price Proposal

Bid pricing should be specific to the project area and based on the hypothetical scenarios (Description of Conditions) and hypothetical, technical specifications. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are the base price rates (“shelf rates”) that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task for that specific calls/order.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor bids for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the bids on individual BPA Calls/Orders submitted for future specific projects. Bids should be reflective of the Treatment Specifications required for the work as provided in Section IV of this RFP.

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than XX degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Unit 1 East Bench

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 2 East Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Item 15 – Mobilization
- Item 16– Best management practices

Unit 3 West Bench

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 4 West Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Piece size shall be no longer than XX”

Date Issued: August 25, 2026 after 8AM

- Masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site. See Items 10 and 11 for Specifications for Material Disposal.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using other treatment method (Items 4, 5, 6, 7, 8).

Item 2: Mechanical Cutting Lop & Pile

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
3. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
4. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
5. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
6. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
7. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.
8. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
9. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 3: Hand Cutting Lop & Pile

1. Where mechanical Lop & Pile is infeasible on slopes of 30 degrees or greater, hand cutting lop and pile will be used.
2. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
6. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
7. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
8. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.

Date Issued: August 25, 2026 after 8AM

9. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
10. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of XX degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Item 5: Chip & Broadcast

- Mechanically process (chip) all designated live/dead trees
- Contractor shall practice due diligence to ensure chipping will achieve the smallest piece size feasible, as well as uniformity in piece size.
- Chipped material shall be broadcast or spread to a depth of no more than six inches (6"). Excess chips must be removed off-site. See Item 8.

Item 6: Chip & Haul

- Mechanically process (chip) all designated live/dead trees
- Haul any chipped material in excess of the six inch (6") depth spread.
- Excess chips must be removed off-site

Item 7: Stump & Shrub Treatment with Herbicide

1. Will work with City to determine type/mix of herbicide chemical treatment needed for project area
2. Apply herbicide to shrub within 10 minutes of cutting
3. Application method may include low-pressure backpack or handheld sprayer

Item 8: Re-Seeding (acres)

1. Reseed with native seed mix similar to what is growing at site
2. Seeding to occur in winter/spring, not during dry conditions
3. Limit to city-owned property.
4. Re-seeding can be done by drill seeding, hydroseeding or by hand depending on terrain and site conditions

Item 9: Signage and Traffic Control

1. The Contractor shall provide signage on all public roads/public access points warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.

Date Issued: August 25, 2026 after 8AM

2. Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
3. Smaller signs may be used on non-paved roads/access trails. Many areas may be traveled by the public for recreation purposes. The City will issue press releases to notify the public of any trail closures on publicly owned lands. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels. No debris shall be masticated onto City paved streets/sidewalks.

Item 10: Access Roads and Trails

1. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.

Item 11: Erosion Control

1. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.

Item 12: Soil Tracking and Berming

1. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.

Item 13: Sediment Control and Track Off

2. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.

Item 14: Stormwater Facilities

3. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

Item 15: Mobilization (# of days)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 16: Best Management Practices

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

D. Proposal Evaluation Criteria

Category	Maximum Points
I. Key Personnel Expertise & Experience of Project Team <ul style="list-style-type: none"> a. Provides sufficient project team to complete the work b. Clearly defines roles of the project team, including any subconsultants and the project team lead/project manager and on-the-ground foreman c. Demonstrates experience and expertise of project team in completing work described in scope 	30
II. Equipment <ul style="list-style-type: none"> a. Demonstrates experience utilizing proper equipment to complete treatment specifications b. Has access to necessary equipment for different treatment methodologies 	20
I. Completion of Similar work in recent years <ul style="list-style-type: none"> a. Demonstrates completion of hazardous fuel treatment work using treatment specifications identified in RFP b. Previous similar work demonstrates compatibility with the Pocatello geography, terrain, climate, and other factors that will influence the assessment c. Provides examples and references requested data, integration with mapping systems, etc. 	25
II. Detailed Timeline demonstrating ability to deploy crews to complete work for calls/orders	25
TOTAL	100

Section VI. Contract Award

The City intends to evaluate proposals and award contract(s) without discussions with Respondents (except for clarification purposes). The City reserves the right to reject any and all offers for any reason whatsoever in the City's sole discretion; to waive immaterial project requirements; and to pursue purchasing in a manner that is in the best interests of the City.

The Respondents deemed qualified to provide the services required for the proposed project will be notified in writing through a notice of award. Once an agreement is reached with the awarded Respondent(s), the City will provide a service agreement with the City of Pocatello for signature and full execution.

If after negotiation and consideration, the City is unable to reach an acceptable agreement with the Respondent, the City will terminate negotiations with the Respondent and/or withhold the award for any reason and/or elect not to proceed with any of the proponents and/or re-solicit via a new RFP.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA.

Calls/Orders will be made for services and a subsequent Notice to Proceed will be issued to formally begin work.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.

**City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments**

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.

Signature (blue ink please)

Printed Name

Title

Date

Company Name

Email

Street

Phone

City, State, Zip

Fax

Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

**AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.**

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and
says that _____ (Bidder)

he or she _____ in conformance with Idaho Code 63-15-2;
affiant _____ (is/is not)

states that _____ has paid or secured to the satisfaction
of the _____ (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent
including assessments, excises, and license fees levied by the State of Idaho or any taxing
unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's
business is located.

Dated this _____ day of _____, 20____.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: All Contractors and Subcontractors

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

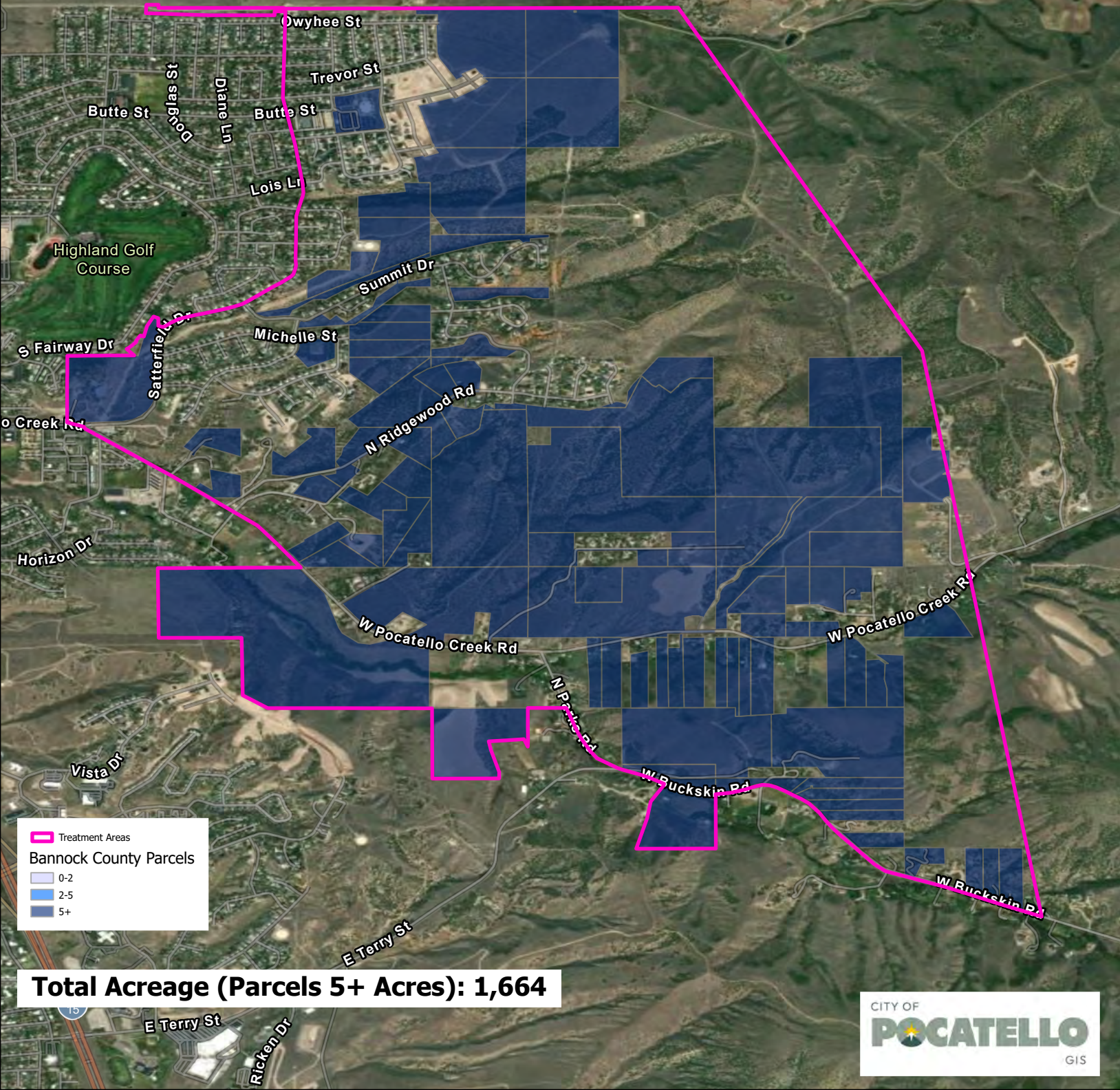
DBA: _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__

Notary Public for
My Commission Expires: _____

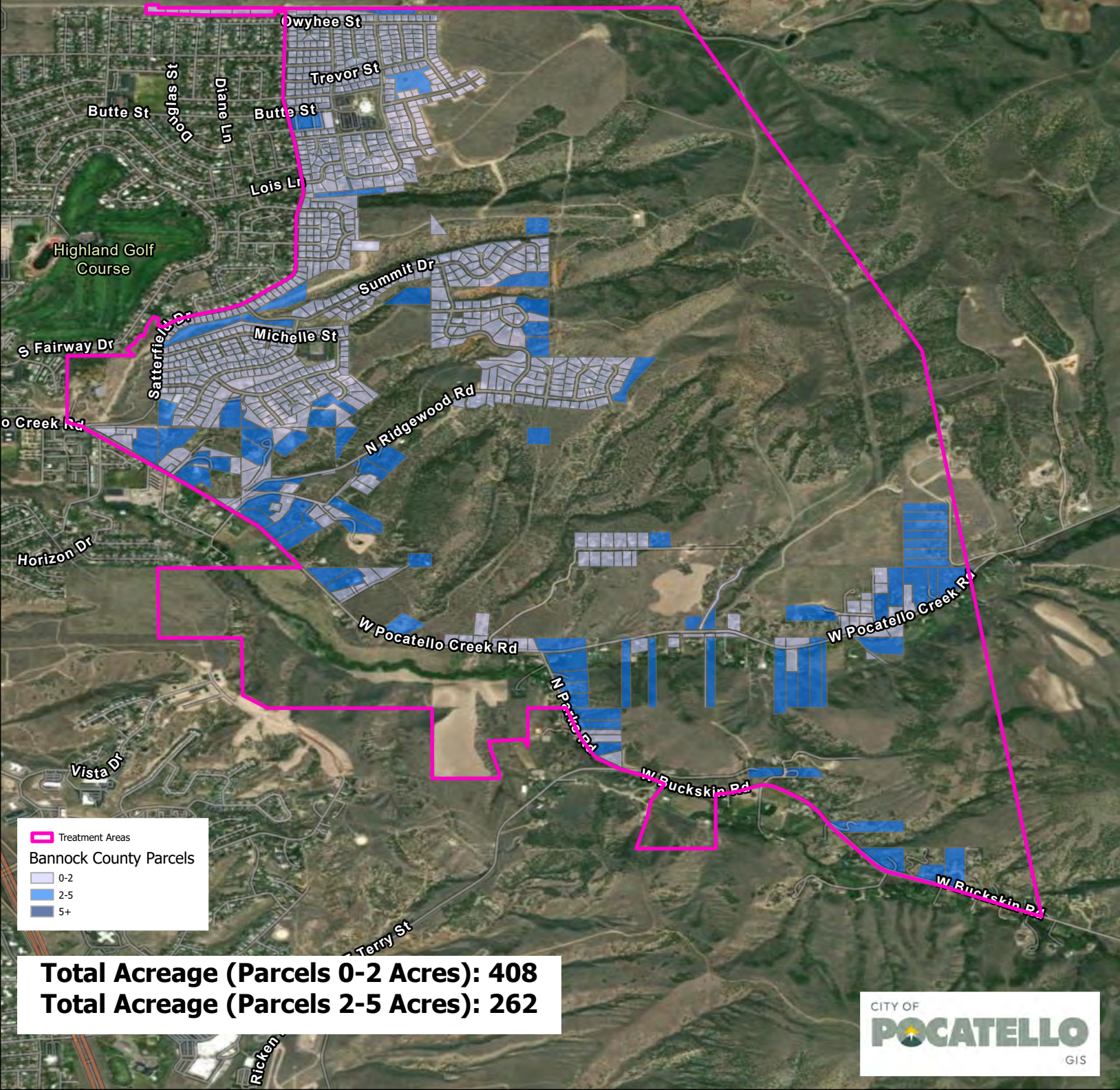
Reference Maps for Attachment A Schedule of Items

CWDG Treatment Areas - East Bench Parcels > 5 acres



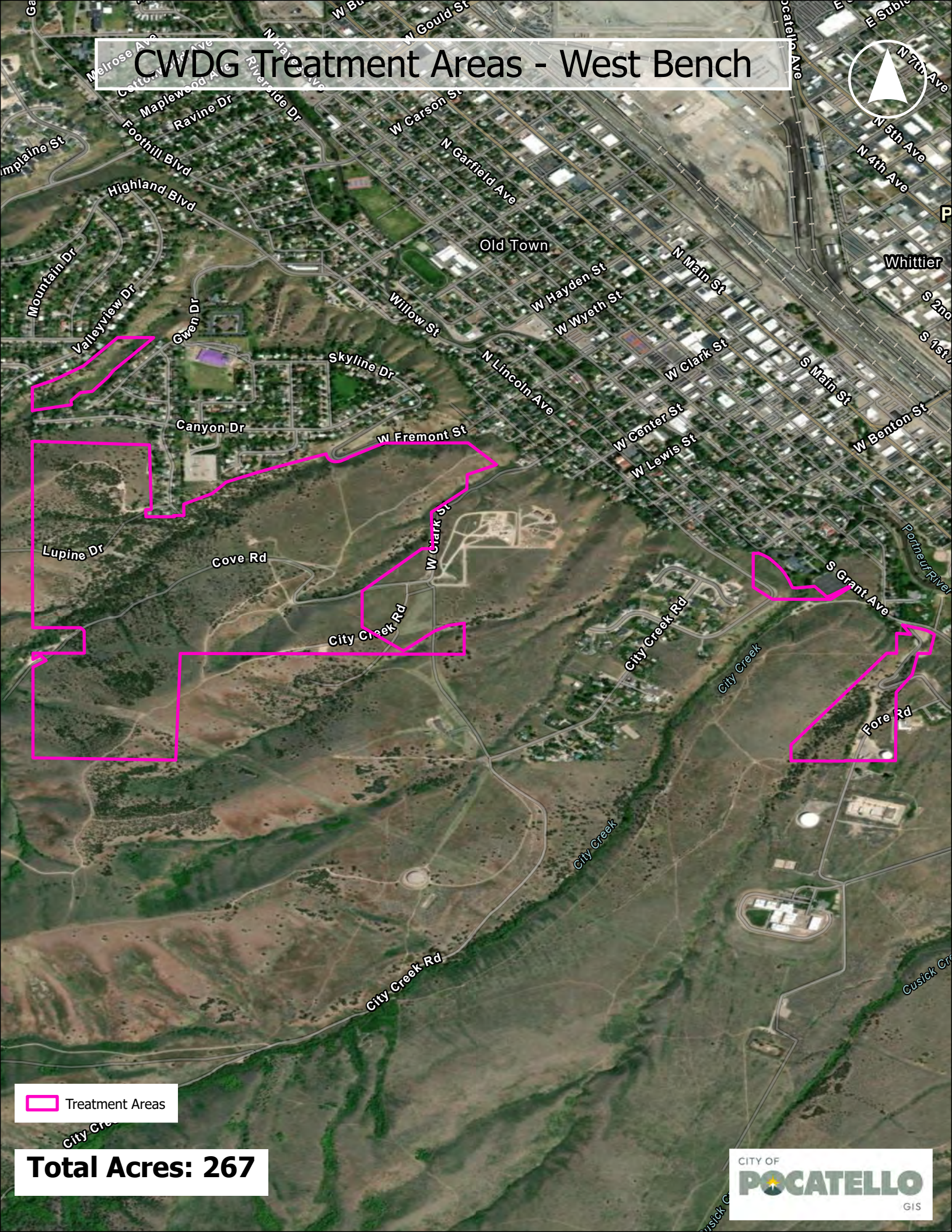
Total Acreage (Parcels 5+ Acres): 1,664

CWDG Treatment Areas - East Bench Parcels < 5 acres



Total Acreage (Parcels 0-2 Acres): 408
Total Acreage (Parcels 2-5 Acres): 262

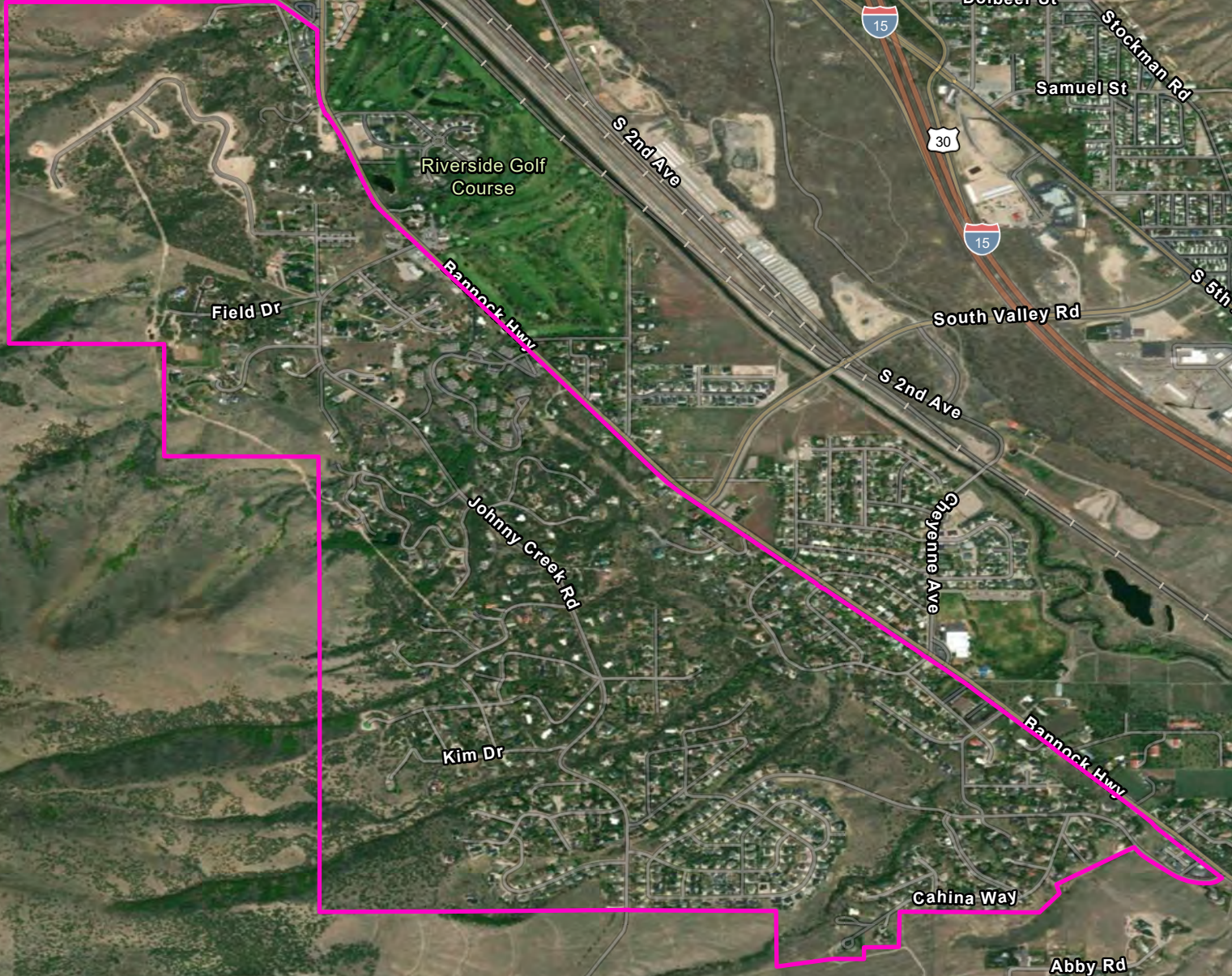
CWDG Treatment Areas - West Bench



 Treatment Areas

Total Acres: 267

CWDG Treatment Areas - Johnny Creek



 Treatment Areas

Total Acres: 1,040

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 4, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join:

<https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

Addendum # 1:

Administrative/Clerical Changes to RFP language:

1. A form for listing Subcontractors has been added (see Attachment A of this Addendum)
2. The following language changes/clarifications have been added to the RFP language:

Section C. Price Proposal

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes of 30 degrees or greater
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Contractor should conduct multiple passes to grind as much material as possible and achieve mulch size. Those remnants that are not mulched should not exceed 4 feet x 3 inches in size.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of 30 degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Responses to Questions:

Question 1: If we do not typically provide the type of work on the bid item sheet, do we still have to provide a price for the work to be considered?

Answer to Question 1: Yes, respondents must provide pricing for all items requested. Respondents may include the full cost to fulfill the work including if additional equipment/labor will be needed or if another entity will be subcontracted to conduct that portion of work. If subcontractors are to be used for items, these must be named on the Naming of Subcontractors Form (see Attachment A of this Addendum).

Question 2: After the contracts are awarded under this procurement, will I be able to adjust my bid pricing for the individual/site specific jobs that are bid out?

Answer to Question 2: Yes. The pricing submitted under this RFP will establish baseline unit pricing for the items. As individual or specific job sites are identified, a site-specific scope of work will be issued and final and best prices will be requested from the contractors qualified under this RFP. Economic increases in prices will be allowed with verified labor/material cost shifts due to site-specific specifications. In addition, the final negotiated contracts will allow for periodic price reviews over the term of the contract, such as on a quarterly or annual basis.

Question 3: The RFP documents request submission of a technical proposal and a price proposal which include an excel sheet. Do we submit the RFP as a hard copy or via email?

Answer to Question 3: Respondents should follow the instructions in the RFP and Submission Requirements which request a bound, single-sided hard copy and one electronic copy on portable media. Email submissions will not be acceptable. Per Section B. Submissions Requirements:

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and MUST mirror paper

versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.

Attachment A – Naming of Subcontractors Form

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number (if applicable) of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the related work under the general Contract. Failure to name Subcontractors as required may render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification and/or Work Item</u>	<u>License Number</u>
_____	_____	_____

_____	_____	_____

_____	_____	_____

_____	_____	_____

NOTES TO USER

1. This form must be included for all bids.

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 15, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

Addendum # 2

Administrative/Clerical Changes to RFP language:

The following changes to the RFP language have been made in red text:

Please see revised Section II. B (page 7)

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and ~~Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)

I. Vegetation Removal

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with **cut** stumps treated with herbicide **between 5 and 10 minutes** of cutting. **For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.**
- All Siberian Pea shrub within treatment area shall be removed, with **cut** stumps sprayed with herbicide, **such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes** of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

4. LICENSING, INSURANCE AND BONDING REQUIREMENTS (page 14):

I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.

II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.

III. Contractor shall maintain a **Class B** license with the City of Pocatello.

IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.

V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

Schedule of Items (page 17)

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than 30 degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.
- **All Master Treatment specifications not included as individual items below shall be assumed in the scope of work and pricing should reflect adherence to those requirements. For example, erosion control specifications have been removed from the per item pricing and are not itemized but should be included in the per acre cost of completing the work.**

Unit 1 East Bench (page 18)

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. See Map A and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 2 East Bench (page 18)

Unit 2 is composed of privately owned parcels located on the East Bench of Pocatello in the Satterfield and Highland area. See Map B and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide

- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 3 West Bench (page 19)

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See Map C and click here to view a map of the proposed conditions:

<https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 4 West Bench (page 19)

Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area. See Map D and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

...

Item 7: Stump & Shrub Treatment with Herbicide (page 21)

1. Type/mix of herbicide chemical treatment needed for project area will be adequate to treat invasive species noted in this specification
2. Provide the City with an herbicide treatment plan prior to invasive (Russian Olive and Siberian Pea) vegetation removal. Chemical treatment shall be approved by City prior to authorization.
3. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
4. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.

5. Application method may include low-pressure backpack or handheld sprayer.

Item 10: Access Roads and Trails

1. ~~All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.~~

Item 11: Erosion Control

1. ~~Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.~~

Item 12: Soil Tracking and Berming

1. ~~Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.~~

Item 13: Sediment Control and Track Off

2. ~~Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.~~

Item 14: Stormwater Facilities

3. ~~Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.~~

Item 10: Mobilization (# of days) (page 22)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 11: Best Management Practices (page 22)

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

Updated Schedule of Items

See spreadsheet attachment titled: "REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029 Schedule of Items".

Responses to Questions:

Question 1: Contractors asked clarifying questions regarding seeding and re-seeding, specifically if it would be required on all areas and in all scopes?

Answer to Question 1: Re-seeding is anticipated to be in very limited areas and will be specified on the particular call/order for the detailed scope of work. For bid pricing, re-seeding is limited to city-owned parcels and applies to scenarios Unit 1 and Unit 3 for this RFP. The seeding pricing should be based on the Item 8 specifications.

Question 2: Is limbing required at 6 feet or higher?

Answer to Question 2: Any remaining juniper shall be limbed up 6 feet from the ground.

Question 3: If the contractor creates burn piles, will the City Fire Department staff be conducting the burning?

Answer to Question 3: The Contractor should include pricing for lop and pile items 2 and 3; however, each specific call/order will detail if lop and pile is the preferred treatment for the particular area. In the event lop and pile is a treatment specification, the City will coordinate with the Contractor for piles (locations) and when the burning would take place. Based on current priority areas, lop and pile will be in very limited areas and limited circumstances. If there is burning, City Fire Department Staff will conduct the burning.

Question 4: Is there a number of stems/trees per acre available?

Answer to Question 4: Not at this time.

Question 5: Will the City be providing dumpsters or vouchers at the landfill for the disposal of material?

Answer to Question 5: No, contractors should plan to cover all costs for disposal as part of their bid pricing including any dumpsters or cost of dumping at landfills for material disposal.

Question 6: Will herbicide/chemical treatment be required on the sites and can the City provide a spec for the chemical/herbicide that is required?

Answer to Question 6: Contractors should follow the master specifications and item 7 specifications for the RFP price submission. The specific herbicide/chemical treatment type/mix will be determined by the City and included in the specific call/order scope of work. For the purposes of this RFP, Item 7 specifications as modified by this Addendum should be used for establishing a price submission.

Question 7: Please clarify the difference between mastication and mechanical cutting.

Answer to Question 7: Mechanical cutting includes the removal using equipment other than a masticator or work that will not be conducted by hand.

Question 8: What are the proposal submission requirements?

Answer to Question 8: Contractors must submit a bound hard copy of their proposal that includes all required documents and forms in a sealed package. There is no requirement for how the package is bound. In addition, an electronic copy must accompany the hard copy. This must be submitted on portable media, such as a USB flash drive, and included with the sealed proposal package.

Question 9: Do we have to acknowledge addenda and if yes how do we demonstrate that?

Answer to Question 9: Yes, per the RFP Section II, a copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent. Contractors may include a copy of the first page of all addenda and do not need to include all pages of the addendum.

Question 10: For the Relevant Past Performance section, is it okay to include a reference for fuels reduction work performed while employed by an agency, such as my time with both the BLM and Forest Service, rather than work performed under my own business? The RFP's reference format requests a company name for each project, so I want to confirm whether prior on-the-job experience with an agency qualifies, or whether references must be limited to work completed under my business. Most of my experience comes from my time working as an employee of both

the BLM and Forest Service, while relevant work under my business is limited since it is a relatively new business and have been hired by private landowners to do fuels reduction work.

Answer to Question 10: Yes, you may include references and experience from previous employers which may include public agencies such as BLM or Forest Service. It should be clear in the response that the Past Performance is for those key personnel members who are on the project team so that the City may properly evaluate the relevant experience of those who will work under this contract. Review the Technical Proposal Requirements for additional detail on the submission requirements to ensure you sufficiently respond to this evaluation criteria.

Question 11: Under Team and Key Personnel Qualifications, the RFP requests a resume for each team member. Does this mean resumes are required only for named key personnel or for all crew members who may work on the project, including general laborers? Since this is a Blanket Purchase Agreement with future calls/orders, my crew size and composition will depend and change on the specific jobs we're awarded, which won't be known at the time of this submission.

Answer to Question 11: Resumes are only required for the key personnel that should include the Project Manager and Project Foremen. Contractors do not need to supply resumes for all general laborers or crew members.

Question 12: As far as the pricing proposal goes, I just wanted to confirm what you said in the meeting; that our prices should be our minimum pricing?

Answer to Question 12: Yes, the pricing proposal has been updated on a per unit item basis. Please refer to the updated Schedule of Items spreadsheet included in this Addendum.

Question 13: In the meeting you mentioned the Price Proposal page, Certificate of Authority page, Certificate of non-collusion, and Certificate of Tax Compliance all be notarized. I am not seeing a Certificate of Authority page? Or is that the certification regarding lobbying? Do you have a preference on who they are notarized by?

Answer to Question 13: Yes, Contractors should submit the required forms Appendices A through D which are updated with the correct titles to be: Appendix A – Price Proposal Form; Appendix B – Non-Collusion Affidavit; Appendix C – Affidavit of Payment or

Securement of All Taxes; Appendix D – Certification Regarding Lobbying. There is no required notary format or preference.

Please see revised Section II. B

Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and ~~Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

Question 14: We did not attend the September 10 preproposal meeting. Before preparing our response, could you please confirm whether attendance was mandatory?

Answer to Question 14: No, attendance at the informational meeting was not mandatory.

Question 15: 2. How we can obtain the complete RFP, addendum and attendance/plan holder list?

Answer to Question 15: Interested contractors can obtain the RFP on the City's website at <https://pocatello.gov/Bids.aspx> or by contacting Christine Howe at 208-234-6186 or chowe@pocatello.gov. The Plan Holders list will be available after the RFP closes and should be requested through the City's Public Records Request portal at: <https://cityofpocatelloid.nextrequest.com/>

Question 16: Whether an Idaho Public Works Contractor License, active SAM/UEI registration or bonding is required?

Answer to Question 16: A Class B City license is required for contractors that are qualified under this RFP. That may be obtained after the RFP submission and prior to contract execution. Contractors must also have an active SAM.gov registration and Unique Entity Identifier (UEI). Bonding is required for obtaining the Class B license and performance and payment bonds will be required on certain jobs. Performance and payment bond requirements will be included in the call/order. Please refer to the RFP for additional insurance, licensing, and bonding requirements.

Question 17: Whether the City expects to award BPAs to multiple qualified contractors?

Answer to Question 17: Yes, multiple awards will be made for this BPA upon technical and pricing evaluations. Please refer to Section VI. Contract Award for additional information.

Question 18: How individual treatment projects will be assigned or competitively quoted?

Answer to Question 18: Future calls/orders for specific projects will be emailed to only the contractors awarded under this BPA. Future calls/orders will include a detailed scope of work and request pricing based on the price proposals submitted under this RFP. The specific call/order will be awarded to the Contractor able to conduct the work for the best price. Contractors may update their line item pricing when submitting a response to a specific call/order as needed. Any proposed updated pricing will require a written justification supporting the revised line item price. This justification may include things such as increased cost due to the complexity of the scope of work conditions, changes in materials costs due to market conditions, changes in labor rates, etc. This information will be included in the contract documents resulting from this RFP.

Question 19: I anticipate each work area having its own advantages and disadvantages. For instance, some areas might be very rocky or have significantly more vegetation to treat than other areas. Some also may be hard to access or require moving material a long distance. Should our proposed pricing reflect ideal conditions with minimal disadvantages? In that case, if a job becomes available for us to do, will we be able to amend the pricing depending on some of the realities of the jobsite? I'm also considering this from the perspective of technical tree removals near homes, which could require a lot of climbing and rigging to create the required defensible space. That kind of work is multiple times more costly than masticating trees away from structures.

Answer to Question 19: Proposal pricing should use the available information included in the RFP for the hypothetical scenarios which include proposed area maps and site conditions, such as imagery and slope. Pricing should account for all work that may be required of the contractor in those areas. The hypothetical scenarios in the RFP are divided into geographic areas and by type of work (ex: primarily on large acreage that is public or groupings of individual private parcels that have limited access) to account for possible variation in specific jobs. Specific scopes of work will be developed for each call/order. Please see answer to Question 18 for details on updating pricing.

Question 20: The required method for submitting the technical and pricing proposals?

Answer to Question 20: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

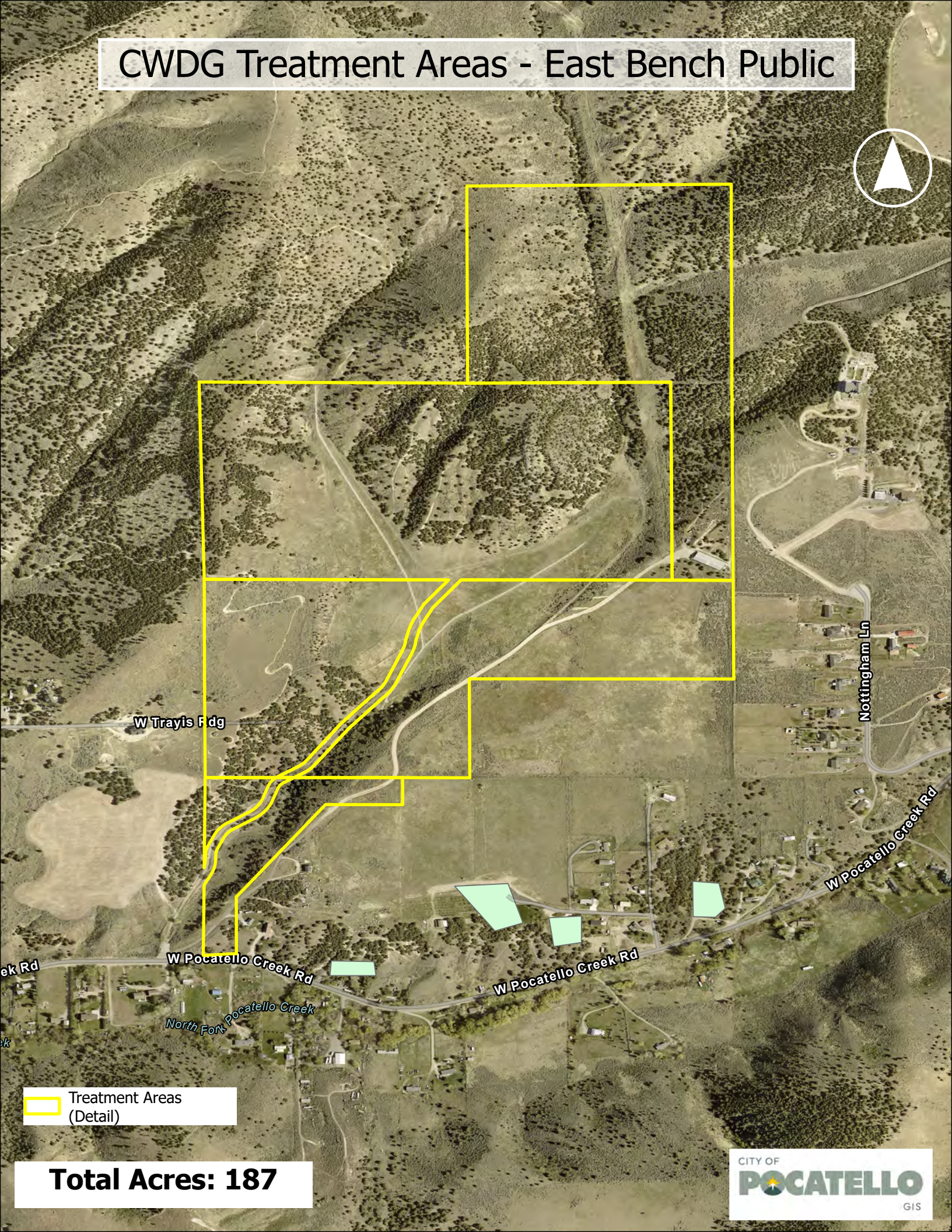
Question 21: The required method for submitting the technical and pricing proposals?

Answer to Question 21: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

Attachment A

REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029
Schedule of Items

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

Total Acres: 136

Map C - Unit 3

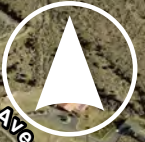
CWDG Treatment Areas - West Bench



 Treatment Areas
(Detail)

Total Acres: 157

CWDG Treatment Areas - Johnny Creek



 Treatment Areas
(Detail)

Total Acres: 46

Attachment D

City of Pocatello - Hazardous Fuel Treatments

Proposal for
James Knight
Teton Forestry LLC

September 18, 2026

City of Pocatello - Pocatello Hazardous Fuel Treatments
Pocatello, Idaho

Re: Fire Fuels Mitigation Proposal

Dear City of Pocatello,

Teton Forestry appreciates the opportunity to submit our proposal for the City of Pocatello's fire fuels mitigation project. We look forward to contributing to wildfire risk reduction, forest health, and community protection for the City of Pocatello.

Teton Forestry's work includes fire mitigation, creating defensible-space, tree risk assessment, hazard tree removal, forest health, and wildlife habitat management for landowners, businesses, and government agencies. Owner and operator James Knight comes from a background as a certified climbing arborist and federally certified professional timber faller with more than a decade of hands-on experience. This experience includes large infrastructure projects involving hazard tree mitigation near homes, roads, railways, and power lines. His experience as a wildland firefighter also provides valuable knowledge of wildfire behavior and hazard fuel reduction. His focus for Teton Forestry over the last several years has been creating defensible space using hand crews and machines.

Our team is equipped to safely and efficiently perform forestry work while carefully considering site conditions, surrounding infrastructure, and long-term forest health. We are committed to meeting the City's project requirements and delivering quality work with minimal impact.

Thank you for considering Teton Forestry for this project. We look forward to working with the City of Pocatello and its representatives.

Sincerely,

James Knight

Owner / Operator

Teton Forestry LLC

(208) 201-7703

james@tetonforestry.com

TetonForestry.com

Team and Key Personnel Qualifications

Project Team

James Knight — Owner / Project Manager

Teton Forestry | Driggs, Idaho

James Knight, owner and operator of Teton Forestry, will serve as Project Manager for this project. James is a certified climbing arborist. His background includes large infrastructure projects involving hazardous tree removal near roads, railways, and power lines, as well as experience as a resource on federal wildland fire incidents as a contracted professional timber faller. For the last 3 years James has been providing fire mitigation and fuels reduction in southeast Idaho for city, state, and private projects. This has included treating often steep, technical terrain with mastication, large volume chipping, and handwork to reduce fuels including both brush and trees. Often projects will require herbicide application to limit the regrowth of unwanted vegetation.

As Project Manager, James will be responsible for overall project coordination, scheduling, communication with City representatives, resource allocation, quality control, and ensuring compliance with project specifications and safety requirements.

Tavner Wilson – Project Foreman / Heavy equipment operator

Teton Forestry | Driggs, Idaho

Tavner has spent decades operating heavy equipment in challenging environments including operating machinery on fire clean up and hazard fuel reduction projects. In addition to responsibilities as project foreman, Tavner will be responsible for much of the heavy equipment management and operations on this project.

As Project Foreman, Tavner will provide direct, on-the-ground supervision of Teton Forestry crews and daily operations. He will coordinate personnel and equipment, oversee field activities, identify and address site-specific hazards, and ensure that completed work meets project specifications.

Additional Key Personnel

Payton Newell – Equipment operator / Land management

Teton Forestry | Driggs, Idaho

Payton has expertise in land management and as a heavy equipment operator. He has worked on environmentally sensitive land management projects including state parks. Payton has experience as an equipment operator for fuels reduction projects as well as dealing with ground work operations and will be responsible for performing these tasks during this project.

Owen Avenius — Groundsmen / Type 2 Wildland Firefighter

Teton Forestry | Driggs, Idaho

Owen has been trained as a type 2 firefighter and has experience dealing with ground operations for fuel mitigation projects in southeast Idaho for Teton Forestry. Owen will be responsible for brush management, handwork, and assisting with chipping on this project.

Leroy Keating— Groundsmen / Type 2 Wildland Firefighter

Teton Forestry | Driggs, Idaho

Leroy has been trained as a type 2 firefighter and has experience dealing with ground operations for fuel mitigation projects in southeast Idaho for Teton Forestry. Leroy will be responsible for brush management, handwork, and assisting with chipping on this project.

Jonas Jensen — Groundsmen / Type 2 Wildland Firefighter

Teton Forestry | Driggs, Idaho

Jonas has been trained as a type 2 firefighter and has experience dealing with ground operations for fuel mitigation projects in southeast Idaho for Teton Forestry. Jonas will be responsible for brush management, handwork, and assisting with chipping on this project.

Subcontractors

Depending on project scale, Teton Forestry could utilize the following subcontractors:

Ambient Green

Wade Kaufman | Driggs, Idaho

Ambient Green has experience working with large scale mastication and timber projects in southeast Idaho, including the Pocatello area, to reduce fuels for fire mitigation. Responsibilities on this project would include mastication operations.

Equipment

Mechanical Mastication

Cat 309 Excavator with Cat drum masticator attachment
ASV135 dedicated masticator Skid loader with loftus drum forestry mulcher
Bandit 19XPC 19" chipper - broadcast chipping
Bandit 20XPC 20" tracked chipper - broadcast chipping
Takeuchi TB260 Mini Excavator - feeding chipper

Mechanical Lop & Pile / Lop & Scatter

- ASV135 Skid loader with grapple
- Cat 309 Excavator with grapple

Handcutting

- Chainsaws - Stihl 362, Stihl 500i
- Pole saw
- Stihl 462 Brush cutter

Material Disposal — Chipping, Mulching & Removal

- Bandit 19XPC 19" chipper - chipping
- Bandit 20XPC 20" tracked chipper - chipping
- 24 cubic yard dump trailer and truck - hauling chips/debris/materials
- Cat 309 Excavator with grapple - material loading
- ASV135 Skid loader with grapple - material loading

Chemical treatments

- Backpack sprayers
- Herbicide

Relevant Past Performance

Teton Forestry has experience performing fire mitigation, and vegetation management work in Idaho and other areas with terrain, climate, vegetation, and wildfire conditions comparable to the Pocatello area. The following projects demonstrate experience with similar treatment methods, site conditions, and project objectives.

Project: **Bonneville County Hazard Fuels Removal**

Location: **Irwin, Bonneville County, Idaho**

Date: **Fall 2025 / Spring 2026**

Client: **Bonneville County**

Type: **Fire fuels mitigation / hazardous fuels treatment**

Status: **Completed**

Project Size: **10.27 total acres**

This project was aimed at reducing hazardous fuels near homes on 11 individual properties, most of which had structures. The prescription was to reduce fuels 8 inches diameter at breast height (DBH) and below. These fuels were primarily chokecherry, hawthorn, mountain willow, and service berry. On slopes below 30 degrees most vegetation was mechanically masticated. A large portion of the acreage consisted of slopes steeper than 30 degrees where handwork was used to remove fuels. High lines and specialized rigging systems were also used to transport debris off of steep hillsides where it was then chipped. Additional trees larger than 8 inches DBH that posed threats to power lines, roads, and homes were also identified and removed. Herbicide applications were applied to treated fuels stumps to reduce regrowth.

Project: **State Highway 33 ROW Hazardous Fuels Removal**

Location: **Hwy 33, Jefferson County, Idaho**

Date: **Fall 2024**

Client: **Bureau of Land Management**

Type: **Fire fuels mitigation / hazardous fuels treatment**

Status: **Completed**

Project Size: **97.7 total acres**

The goal of this project was to reduce hazardous fuels along Highway 33 to create a significant fire break between Rexburg and Sage Junction. It spanned 8 miles along highway 33 in often very rugged basalt rock. The project requirements were to masticate all woody brush to a height of 4 inches or below. The primary fuel loads contained very dense old sage brush often reaching 10 feet in height and 10 inches in diameter. Because of the rugged and often steep terrain a large portion of the job required handwork to cut and move brush to a location it could be masticated.

Project: **300 West Fire Wildfire Clean up**
Location: **Tetonia, Idaho**
Client: **John Stukel**
Date: **Fall 2025**
Type: **Forest management and Wild land Fire cleanup**
Status: **Completed**
Project Size: **5 acres**

This project involved clearing several large stands of cottonwoods that were killed by a fire that nearly destroyed the landowners home. It involved clearing trees ranging from 36 inches DBH to smaller diameter hawthorns. The project required the removal of about 6 semi truck loads of wood (around 60 cords). This project also required a large chipping operation of the smaller trees and brush producing approximately 150 cubic yards of wood chips.

PROJECT REFERENCES

Contact: **Lori Furnace**
Company/Organization: **High Country RC&D**
Phone: **(208) 709-8365**
Email: **hcountryscd@gmail.com**
Project/Contract: **State Highway 33 ROW Hazardous Fuels Removal**

Contact: **Wade Kaufman**
Company/Organization: **Ambient Green**
Phone: **(307) 413-2057**
Email: **wade@horizonteton.com**
Project/Contract: **Fryxell Fire Mitigation Project**

Contact: **Will Moore**
Company/Organization: **Axe Contracting**
Phone: **(541) 409-5404**
Email: **axeconpnw@gmail.com**
Project/Contract: **Wildland Fire Incident Resources**

Contact: **Danny Mann**
Company/Organization: **High Country RC&D**
Phone: **(208) 317-4889**
Project/Contract: **Bonneville County Hazard Fuels Removal**

Timeline Schedule

Phase	Activity	Typical Duration	Major Milestone / Deliverable
1 - Notice to Proceed	Receive call and confirm project specifications, etc.		Project confirmation
2 - Pre-project Coordination	Crew/equipment coordination, access planning	1-3 days	
3 - Mobilization	Transport crews, equipment, and fuel	1-2 days	
4 - Mechanical Mastication	For 5 acres of juniper per machine on larger properties	2-3 days	Fuels masticated
5 - Handwork/ Handcutting	Fuels cut and removed off the slope for one acre on steep/rocky terrain >30 degrees.	1-3 days	Fuels removed
6 - Broadcast chipping	Per 5 acres of cut and piled material	2-3 days	Fuels chipped
7 - Material Removal	Chipping and hauling 1 acre of piled fuels	1-2 days	Material disposal

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number (if applicable) of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the related work under the general Contract. Failure to name Subcontractors as required may render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address

Classification and/or
Work Item

License Number

Ambient Green
3978 S 500 W
Victor Idaho 83455

Mastication

439145

NOTES TO USER

1. This form must be included for all bids.

James Knight

Project Manager / Business Owner

Teton Forestry | Driggs, ID

(208) 201-7703 | james@tetonforestry.com

As a certified climbing arborist and professional timber faller, James has spent the last decade in tree work and forestry operations. As owner of Teton Forestry, James has focused his company in specializing in fire mitigation and fuels reduction for the past 3 years.

RELEVANT EXPERIENCE

- Laborer and sawyer for Kaufman Timber 2008-2009
- Worked in small logging operations and saw work in the timber yard
 - Crew Lead and Climbing arborist for Clean Cuts Trees 2017
- Fulfilled tree pruning and removal jobs in residential settings
 - Crew Lead and Climbing arborist for Senske Idaho Falls 2017-2019
- Operated larger equipment, oversaw operations and technical removals
 - Timber Faller and climbing arborist for Art of falling Timber 2019-2021
- Worked on various industrial timber falling projects primarily for wildland fire cleanup projects.
 - Contract Timber Faller and climbing arborist in Oregon/California 2021-2023
- Worked as a production Timber faller in the forest industry. Worked as a wildland fire professional faller resource. Began doing work as Teton Forestry
 - Owner of Teton Forestry 2023-2026
- Moved back to the area to do fire mitigation and hazard tree related work.
- Continued to work on wildland fire incidents as a hazard tree falling recourse.

CERTIFICATIONS

- ISA certified PN- 90062A
- FFT2 - Type 2 Wildland Firefighter
- FAL1 - Federally Recognized Professional Timberfaller
- Class B CDL

Tavner Wilson

Project Foreman

Teton Forestry | Driggs, ID
(208) 709-9671

Has operated equipment in agricultural and forestry settings for past 20 years. Experienced in operating forestry equipment and performing hand-based treatments in challenging terrain and around infrastructure. Tavner will serve as Project Foreman on the City of Pocatello project, with responsibility for crew management and machine operations.

CITY OF POCATELLO PROJECT RESPONSIBILITIES

Position: Project Foreman / Equipment Operator / Crew Member

Primary Responsibilities:

- Leading crew in efficiency and safety
- Managing handwork and mastication
- Directing equipment operations
- Coordinating with manager

RELEVANT EXPERIENCE

Teton Forestry – Equipment Operator

- Operates mini excavator to feed chipper in large chipping operations
- Oversees crew with chipping operations and winch/ skidding operations
- Operates forestry tractor to haul chips timber and other debris
- Hauls log and chip loads off job sites when necessary
- Operates skid loader with grapple and mastication attachments
- Helps in handwork operations on to improve efficiency
- Oversees herbicide applications

OTHER EXPERIENCE

- Experienced operating agricultural heavy equipment and attachments
- Managed and oversaw employees and operations in large agriculture companies
- Hands on training with regenerative agricultural practices

EDUCATION

- Bachelors Degree in Ag Business

**City of Pocatello Community Wildfire Defense Grant (CWDG)
Hazardous Fuel Treatment 2026-2029**

****INSTRUCTIONS: FILL-IN ONLY UNIT PRICES - TOTAL AMOUNTS WILL BE AUTOMATICALLY CALCULATED****

****PLEASE PROVIDE A HARD COPY OF THIS PRICE SHEET AS WELL AS AN EXCEL AND/OR ADOBE PDF ELECTRONIC VERSION WITH SUBMITTAL****

Map Viewer: <https://pocatello.maps.arcgis.com/apps/insant/sidebar/index.html?appid=39f4cb909c4444fd9de>

UNIT 1 EAST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas - East Bench Parcels > 5 acres

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. See map A and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$ 1,200.00	\$ 1,200.00
2	Mechanical Cutting - Lop and Pile	1	AC	\$ 2,000.00	\$ 2,000.00
3	Handcutting Lop and Pile	1	AC	\$ 2,500.00	\$ 2,500.00
4	Handcutting and Haul	1	AC	\$ 3,500.00	\$ 3,500.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$ 200.00	\$ 200.00
6	Material Disposal - Chip and Haul	1	Tons	\$ 325.00	\$ 325.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$ 700.00	\$ 700.00
8	Re-seeding	1	AC	\$ 600.00	\$ 600.00
9	Signage and Traffic Control	1	N/A	\$ -	\$ -
10	Mobilization	1	N/A	\$ -	\$ -
11	Best Management Practices	1	N/A	\$ -	\$ -
				\$ -	\$ -

UNIT 2 EAST BENCH PRIVATE PARCELS

CWDG Treatment Areas - East Bench Parcels < 5 acres

Unit 2 is composed of privately owned parcels located on the East Bench of Pocatello in the Satterfield and Highland area. See map B and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$ 1,600.00	\$ 1,600.00
4	Handcutting and Haul	1	AC	\$ 3,500.00	\$ 3,500.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$ 250.00	\$ 250.00
6	Material Disposal - Chip and Haul	1	Tons	\$ 325.00	\$ 325.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$ 750.00	\$ 750.00
9	Signage and Traffic Control	1	N/A	\$ -	\$ -
10	Mobilization	1	N/A	\$ -	\$ -
11	Best Management Practices	1	N/A	\$ -	\$ -

UNIT 3 WEST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas West Bench

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See map #C and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$ 1,200.00	\$ 1,200.00
2	Mechanical Cutting - Lop and Pile	1	AC	\$ 2,000.00	\$ 2,000.00
3	Handcutting Lop and Pile	1	AC	\$ 2,500.00	\$ 2,500.00
4	Handcutting and Haul	1	AC	\$ 3,500.00	\$ 3,500.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$ 200.00	\$ 200.00
6	Material Disposal - Chip and Haul	1	Tons	\$ 325.00	\$ 325.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$ 700.00	\$ 700.00
8	Re-seeding	1	AC	\$ 600.00	\$ 600.00
9	Signage and Traffic Control	1	N/A	\$ -	\$ -
10	Mobilization	1	N/A	\$ -	\$ -
11	Best Management Practices	1	N/A	\$ -	\$ -

UNIT 4 WEST BENCH PRIVATE PARCELS

CWDG Treatment Area Johnny Creek

Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area. See map D and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$ 1,600.00	\$ 1,600.00
4	Handcutting and Haul	1	AC	\$ 3,500.00	\$ 3,500.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$ 250.00	\$ 250.00
6	Material Disposal - Chip and Haul	1	Tons	\$ 325.00	\$ 325.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$ 750.00	\$ 750.00
8	Re-seeding	1	AC	\$ 700.00	\$ 700.00
9	Signage and Traffic Control	1	N/A	\$ -	\$ -
10	Mobilization	1	N/A	\$ -	\$ -
11	Best Management Practices	1	N/A	\$ -	\$ -

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.

James Knight
Signature (blue ink please)

James Knight
Printed Name

Owner
Title

9/24/2026
Date

Teton Forestry LLC.
Company Name

james@tetonforestry.com
Email

3840 N HWY 33
Street

208-201-7703
Phone

Driggs, Idaho, 83422
City, State, Zip

Fax

Ruth Ann Hatch



Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF Idaho)

:ss

COUNTY OF Teton)

James Knight being first duly sworn, deposes and says that he or she is Owner of Teton Forestry the (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

Signed: James Knight

Title: owner

Subscribed and sworn to before me
This 24 day of September 2026



Notary Public in and for the

County of Teton

State of Idaho

Residing at Driggs

My Commission expires 10/14/2028

Ruth Ann Hatch

Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF Idaho)

:SS

COUNTY OF Teton)

James Knight being first duly sworn, deposes and
says that (Bidder)

he or she is in conformance with Idaho Code 63-15-2;
affiant (is/is not)

states that James Knight has paid or secured to the satisfaction
of the (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent including assessments, excises, and license fees levied by the State of Idaho or any taxing unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's business is located.

Dated this 24 day of September 2026.

Signed:

Title:

Subscribed and sworn to before me

This 24th day of September 2026 (SEAL)

Notary Public in and for the

County of Teton

State of Idaho

Residing at Driggs

My Commission expires 10/14/2028



Ruth Ann Hatch

Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: **All Contractors and Subcontractors**

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: 24/9/2026

Signed: James Kniss

Title: Owner

DBA: Teton Forestry LLC

SUBSCRIBED AND SWORN TO before me this 24 day of September, 2026

Ruth Ann Hatch
Notary Public for

My Commission Expires: 10/14/2028

RUTH ANN HATCH
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 19599
MY COMMISSION EXPIRES 10-14-2028

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments**Date of Addendum: September 4, 2026****RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.**

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join:

<https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

Addendum # 1:**Administrative/Clerical Changes to RFP language:**

1. A form for listing Subcontractors has been added (see Attachment A of this Addendum)
2. The following language changes/clarifications have been added to the RFP language:

Section C. Price Proposal**Schedule of Items**

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments**Date of Addendum: September 15, 2026****RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.****Addendum # 2****Administrative/Clerical Changes to RFP language:**

The following changes to the RFP language have been made in red text:

Please see revised Section II. B (page 7)

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and Certification Regarding Lobbying as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)**I. Vegetation Removal****E. Sagebrush, other brush, and noxious/invasive weeds**

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
- All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

Exhibits

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit A
Notice of Award

Date: _____

Project Address: _____

Owner (if applicable): City of Pocatello

To Bidder: _____

Name

DBA

Address

Phone #

You are hereby notified that your bid dated _____ for the relevant scope of work has been considered. You are the Successful Bidder and are awarded a Contract for the _____. Your contract will be in the amount of [INSERT BID AMOUNT WRITTEN OUT](\$_____).

Within ____ days of the date you receive this Notice of Award, you must attend a preconstruction meeting and execute all contract documents as scheduled by the Program Manager or other city representative. After contract documents have been fully executed, the City will return to you one copy of the documents.

Funder's Approval: City of Pocatello

Mayor Mark Dahlquist

Printed Name

Signature

_____ Date

Reviewed by City:

Grants Division Manager

Notice Given to Contractor on _____, by ☐ US mail ☐ fax ☒ email ☐ in person ☐ by phone

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit B

PRECONSTRUCTION REPORT

Project Address: _____

I, the undersigned, hereby certify that preconstruction discussions were held prior to the signing of contract documents relating to the above address between the city and myself. I fully understand the procedures to be followed for change orders, requests for payment, and inspections. I understand and agree that the work performed must meet the standards of performance required by the City of Pocatello and the Idaho Department of Parks and Recreation Recreational Trails Program and established by the program specifications, scope of work, and all related contract documents.

Signature of Contractor

Title

Business Name

Date

I, the undersigned, hereby certify that I conducted preconstruction discussions with both the owners and contractor for this site address and fully explained questions/concerns to each party.

Signature of Project Manager

Date

My signature below indicates only that Recreation Trails Program requirements prevail on this project. I further certify that said contractor received an explanation of any additional reporting requirements for the project.

Signature of Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit C

Scope of Work

[Insert call/order scope of work]

Date: _____

Signed: _____

Title: _____

DBA: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit D
CONFIRMATION OF BID/CONTRACTOR'S PROPOSAL

Project Address: _____

Date of Bid Closing Date of this confirmation _____

Property Owner: _____

Contractor acknowledge and confirms that the above listed property has been inspected and, fully understands the work to be completed as described in the scope of work dated _____. The contractor has a clear understanding of other pertinent documents issued as part of the bid package, including the program's general Rehabilitation Specifications, and all applicable local codes. Contractor also agrees that ample opportunity was furnished to verify any unclear portion of said scope.

Contractor agrees to furnish and install all labor, materials, and equipment necessary to accomplish the work, as evidenced in the above referenced documents, on the property shown above for the sum of [INSERT BID PRICE IN WORDS] _____ (\$_____) and hereby understands the Contracts and General Provisions governing this project.

If awarded the Contract, Successful bidders shall have five (5) business days from being notified that they are the apparent low bidder in which to provide evidence of current bonding and licensing, unless otherwise approved by the appropriate City official(s).

The Notice to Proceed will signal when the work will commence and the contractor agrees to complete the work within _____ calendar days after starting the work. If applicable the contractor agrees to follow the following construction schedule by line item:

And that the following subcontractors will be utilized on the job:

Name/ License No. _____

Name/ License No. _____

Name/ License No. _____

Signed: _____

Titled: _____

License No _____ Telephone No. _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit E

Contractor's Non-Collusion Affidavit

Project Address: _____

Being first duly sworn, deposes and says that he/she is _____
(Sole owner, a partner, president, secretary,

etc.)

of _____
Name of Business

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive of sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid nor that anyone shall refrain from bidding; that said bidder has not directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element such as bid price, nor that of any other bidder, not to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract that all statements contained in such bid are true, and, further that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, nor contents thereof, nor divulged information or data relative thereto, nor paid and will not pay a fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Titled: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit F
Certification Regarding Lobbying

Project Address: Upper City Creek Trailhead, Pocatello, ID 83204

Applicable to: **All Contractors and Subcontractors**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an offer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grant, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

DBA: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit G
Change Order

Change Order # _____

Date: _____

Project Address: _____

Property Owner: _____

Contractor: _____

The following is a description of changes hereby requested to the contract documents for the above-identified property.

Attach detailed costs; breakdown of each individual component including all materials and labor.

Base Contract Amount \$ _____

Plus Previously-Approved Change Orders \$ _____

List: _____

Plus Change Order Requested Above \$ _____

Revised Contract Amount \$ _____

New Project Completion Date: _____

Contractor Signature: _____

Owner(s) funds are: ☐ adequate ☐ inadequate for this change order

Grants Administrator

The above changes are:

☐ Approved ☐ Rejected

Project Manager: _____

☐ Approved ☐ Rejected

Grants Manager: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit H-1

Unconditional Lien Waiver For Materials

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents the amount owed TO DATE for materials which I have secured in regard to the above-referenced contract and property. I further acknowledge and understand that I am to provide a paid receipt for this materials advance prior to any progress payments. I hereby waive any and all liens or rights thereto, arising out of the attached materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-2

**Unconditional Lien Waiver and
Acknowledgement of Progress Payment**

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this progress payment and that it represents the amount owed to date for all materials and labor which I have furnished in regard to the above-referenced contract and property. I hereby waive any and all liens or rights thereto, arising out of the above-described materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-3

City of Pocatello
Notice of Completion,
Unconditional Lien Waiver, and
Acknowledgement of Final Payment

Project Address/Legal Description: _____

In consideration for the **final** payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents full satisfaction of monies due and owing for all materials and labor which I have furnished in regard to the above-referenced contract and property. All items as appearing on my original bid, addendums if any, and change orders, if any, have been completed in accordance with the contract, applicable building codes, standards, and ordinances. I hereby waive any and all liens or rights thereto, arising out of the labor or materials provided or furnished to me under the terms of the said contract.

Signature of Contractor

Date

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City Staff Review

Project Manager

Date

EXHIBIT I
FINAL INSPECTION/COMPLETION/ACCEPTANCE

Project Address: _____

DATE OF NOTICE TO PROCEED: _____ DATE OF COMPLETION: _____

Contractor: _____

Name

DBA

Address

Phone No.

Owner Certification of Completion/Acceptance:

- 1) Owner certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Owner hereby accepts the work and by such acceptance waives and releases any and all claims or demands of any kind or character whatsoever that Owner may have against Contractor with the exception of any claim which may result from faulty materials or appliances which fail within the warranty period or faulty workmanship which could not be determined at the time of inspection (latent and/or patent defects), and further does hereby release the Contractor from the Contract in that, based upon Owner's inspection and personal examination of the work in progress and as completed, the contractor has fully performed the terms and conditions of said contracts in a workmanlike manner to the satisfaction of the Owner.
- 3) Owner certifies and covenants that all required building inspections have been fulfilled and final inspections and occupancy have been approved.
- 4) Owner acknowledges receipt of any applicable written manufacturers' warranties from the contractor.
- 5) Owner hereby authorizes final payment in the amount of \$_____ on a total final contract of \$_____ be released to the contractor under the terms and conditions of the Agreement between the Owner and Contractor.

Owner(s) Approval: _____

Printed Name

Signature

Printed Name

Signature

Date: _____

Contractor Certification:

- 1) Contractor certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Contractor hereby certifies that the materials, equipment, and appliances provided for the project were new materials (unless specifically identified within the contract), installed in full compliance with all applicable regulations and manufacturers' recommendations.
- 3) Contractor hereby certifies that the work has been completed in accordance with the construction contract and request that final payment (in the amount shown in 5 above) be made and released under the terms and conditions of the Agreement Between Owner and Contractor, which when paid, will be in full satisfaction of monies due and owing under the Contract.
- 4) Contractor hereby guarantees the work performed for a period of one year and certifies that the homeowner has been provided with the original manufacturers' written warranties, where applicable.

Contractor Signature/Title

Date

Project Manager Certification:

The work on the property listed above was performed in accordance with the Scope of Work, Confirmation of Bid/Proposal, and the contract documents for this rehabilitation project. All applicable Building Department inspections have been completed and approved for occupancy. All guarantees and warranties begin as of the completion date indicated at the top of this document.

Project Manager

Date

Grant Administrator Acknowledgement:

The owner(s), contractor(s), and project manager have acknowledged to me the significance of this Notice and I hereby approve this document.

Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit J
Payment Request #_____

City of Pocatello
Planning and Development Services
911 N. 7th Ave, P.O. Box 4169
Pocatello, ID 83205-4169

Date:_____

☐ **Advance**

(Requires Materials List from Vendor with the property Address)

☐ **Progress**

(Paid receipt for materials advance to be attached to first progress payment)

☐ **Final**

(Requires Completed Exhibit L Form)

Project Address: _____

Property Owner: _____

Contractor: _____

CONTRACTOR'S REQUEST FOR PAYMENT: Request is hereby made for payment in connection with the executed contract, as shown below and in the attached Progress/ Inspection Report:

1. Original Contract Amount \$ _____
2. Total Approved Changed Orders \$ _____
 - A. _____
 - B. _____
3. Revised Contract Amount. \$ _____
(Line 1 + Line 2)
4. Previous Payments to Date \$ _____
5. Currently Available Funding \$ _____
(Line 3 – Line 4)
6. Current Payment Request \$ _____
(see attached spreadsheet)
7. Balance of Available Funds Remaining \$ _____

Vendor #	Date
Account #	
Project #	
Amount \$	
Dept. Approval	
Budget Approval	
Group #	Trans #

I hereby certify the foregoing request is just and correct; that the amount claimed is legally due after allowing all just credits, adjustments, and change orders; and that no part of the amount on Line 7 has been previously paid.

Contractor's Signature/Title

Business Name

Project Manager Signature

Grants Division Manager

Upper Valley Contracting

CONTRACT

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

This Contract is by and between City of Pocatello (Owner) and
Upper Valley Contracting (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Attachment B - Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.
 2. This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along the CWDG Project Area Wildland Urban Interface (WUI) priority areas by removing junipers on City-owned and private property.
 3. The City seeks qualified contractor(s) to conduct the hazardous fuel treatments in accordance with Attachment A – Master Treatment Specifications, including vegetation removal and material disposal, for specific project sites to be designated by Calls/Orders.
 4. This contract establishes an agreement with a qualified contractor that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products or work orders are to

2020 ISPMC 00522

Modified from EJCD® C-522, Contract for Construction of a Small Project.

Copyright © 2016 National Society of Professional Project Managers, American Council of Project Managing Companies,
and American Society of Civil Project Managers. All rights reserved. Page 1 of 19

be provided by the Contractor and coordinated with the Owner and Project Manager. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Project Manager. Project Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Project Manager will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Project Manager or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract
 - 2. Attachment A – Master Treatment Specifications
 - 3. Attachment B – Project Area Maps
 - 4. Attachment C - RFP
 - 5. Attachment D - Contractor Submission to Request for Proposals
 - 6. The following Exhibits which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Exhibit A – Notice of Award
 - b. Exhibit B – Preconstruction Report
 - c. Exhibit C – Call/Order Scope of Work and General Hazard Fuel Reduction Prescription
 - d. Exhibit D – Confirmation of Bid
 - e. Exhibit E – Non-Collusion Affidavit
 - f. Exhibit F – Certification Regarding Lobbying
 - g. Exhibit G – Change Order
 - h. Exhibit H-1 – Materials Lien Waiver
 - i. Exhibit H-2 – Lien Waiver
 - j. Exhibit H-3 – Final Lien Waiver
 - k. Exhibit I – Final Inspection
 - l. Exhibit J – Pay Request Change Orders

- B. Federal Provisions – The following federal provisions are incorporated by reference:
1. Federal Financial Assistance Award of Domestic Grant 26-DG-11040613-604 between City of Pocatello and the USDA, Forest Service (Community Wildfire Defense Grant Portneuf Valley Wildfire Risk Grant Agreement)
 2. US Forest Service General Terms & Conditions including Forest Service Federal Financial Assistance General Terms and Conditions and USDA General Terms and Conditions
 3. Subparts A through F of 2 CFR Part 200
 4. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

ARTICLE 3 - PROJECT MANAGER

3.01 Project Manager

- A. The Project Manager for this Project is **the City of Pocatello and their designee(s), including:**

Designee(s):

Charles Samson III
csamsoniii@gmail.com
208-317-5017
High Country RC&D, Inc.

Charity Staggs
landpartners@sicog.org
208-233-4535
Southeast Idaho Council of Governments

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Contract term shall be three years beginning on the effective date of this contract through November 30, 2029 with a mutually executable option to extend for 1 year.
- B. Specific completion dates for individual Calls/Orders will be included in the Call/Order Scope of Work and agreed on by the Contractor upon award of that Call/Order.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Project Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Project Manager for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Project Manager.
- B. The Contractor shall update and submit the progress schedule to the Project Manager each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents base unit prices included in the Contractors response to the RFP Schedule of Items:

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be included in the site specific Call/Order.

- B. Changes to Contract Price
 - 1. Annual Review of Unit Prices – Prices shall remain fixed and firm for the initial 12 months of the agreement. Following the initial period, the Contractor may request a price adjustment. Price adjustments must be presented at least 30 days prior to the effective date of the adjustment and include supporting justification for the adjustment.
 - 2. Adjustment of Base Unit Price outside of Annual Review - Contractors provided base unit prices in their RFP submission that will be the prevailing basis for bids for specific Calls/Orders. In the event the Call/Order requires the Contractor to update their base bid pricing outside of the Annual Review of Pricing as described in 5.01.B.1., the Contractor shall provide the revised unit pricing with supporting justification, including but not limited to documented manufacture price increases, regulatory changes, and labor/material fluctuations.

ARTICLE 6 - BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

6.01 Bonds

A. Before starting Work for any service valued at \$50,000 or greater, Contractor shall furnish a performance bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>\$1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u></u>
Bodily Injury/Disease Aggregate	\$ <u></u>

- b. Commercial General Liability:

General Aggregate	\$ <u>\$1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>\$2,000,000</u>
Personal and Advertising Injury	\$ <u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>\$1,000,000</u>

- c. Automobile Liability herein:

NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.

Bodily Injury:	
Each Person	\$ <u></u>
Each Accident	\$ <u></u>

Property Damage:

Each Accident \$ _____

Combined Single Limit of: \$ \$1,000,000

d. Excess or Umbrella Liability:

Per Occurrence \$ \$1,000,000

General Aggregate \$ \$2,000,000

e. Contractor's Pollution Liability:

Each Occurrence \$ _____

General Aggregate \$ _____

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Project Manager and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Project Managers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Project Manager except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall maintain a Class B license with the City of Pocatello prior to starting work.
- C. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Project Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.07 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Project Manager upon completion of the Work.

7.08 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Project Manager and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
 - D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
 - E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Project Manager determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.09 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Project Manager specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Project Manager will provide timely review of shop drawings and samples.
- E. Project Manager's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Project Manager's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Project Manager and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals.
- H. Shop drawings are not Contract Documents.

7.10 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Project Manager and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.11 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.12 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Project Managers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Project Manager.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION

9.01 Project Manager's Status

- A. Project Manager will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Project Manager as Owner's representative during construction are set forth in this Contract.
- B. Neither Project Manager's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Project Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Project Manager, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Project Manager to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Project Manager will make visits to the Site at intervals appropriate to the various stages of construction. Project Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Project Manager has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Project Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Project Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Project Manager's decision, subject to the need for Project Manager's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other Project Management or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Project Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Project Manager will promptly:
 1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Project Manager's findings, conclusions, and recommendations.
- C. After receipt of Project Manager's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Project Manager's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Manager promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Project Manager will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Manager, Contractor shall, if requested by Project Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Project Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Project Manager has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to

Project Manager. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Project Manager, no more frequently than monthly, to Project Manager. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Project Manager will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Project Manager will recommend reductions in payment (set-offs) which, in the opinion of the Project Manager, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.04 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.05 Substantial Completion

- A. The Contractor shall notify Owner and Project Manager in writing that the Work is substantially complete and request the Project Manager issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Project Manager an initial draft of punch list items to be completed or corrected before final payment.
- B. Project Manager will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Project Manager does not consider the Work substantially complete, Project Manager will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Project Manager considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Project Manager will deliver to Owner a

certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Project Manager will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Project Manager's written recommendation of final payment.

14.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Project Manager. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in

the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Project Manager, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Israel Boycott

- A. Pursuant to Idaho Code §67-2346 (2), Contractor hereby certifies that is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel or territories under its control.

17.08 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.09 Designated Representatives

CONTRACTOR

Upper Valley Contracting
James Kruckeberg
11716 N. SSE
Idaho Falls, ID 83401

OWNER

City of Pocatello
Mayor Mark Dahlquist
911 N. 7th Ave
Pocatello, ID 83201

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on November 5, 2026 (which is the Effective Date of the Contract).

OWNER:

City of Pocatello

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

CONTRACTOR:

Upper Valley Contracting
James Kruckeberg

By: _____

Title: Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:
11716 N. SSE
Idaho Falls, ID 83401

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

ATTACHMENT A

MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders. Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80%~~

~~of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~

- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
 - ~~▪ If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
 - ~~▪ In some areas material can be dragged to where mastication or mulching machinery can reach it.~~
- D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.
- E. Sagebrush, other brush, and noxious/invasive weeds
- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
 - All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
 - All Siberian Pea shrub within treatment area shall be removed, with cut stumps sprayed with herbicide, such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
 - Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre

(density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.

2. Do not leave trees within 100' of structures.
3. All trees under power lines or identified utilities shall be cleared
4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.

iii. Limbing of remaining trees.

1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 1. Do not leave trees within 100' of structures.
 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City to account for needed clearance.
 3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow-the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing

appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.

- Contractor shall provide a traffic control plan as requested per call/order

- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.
- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
- H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

V. Seasonality, Hours, and Days of Operation:

- A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
- B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
- C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.

VI. Location of Project Areas:

- A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.

VII. Project Boundary Marking:

- A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.

VIII. Notification of Cessation or Restart of work:

- A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.

IX. Personnel Requirements:

- A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
- B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.

1. LICENSING, INSURANCE AND BONDING REQUIREMENTS

- I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
- II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
- III. Contractor shall maintain a license with the City of Pocatello.
- IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
- V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

2. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

3. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

4. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

5. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

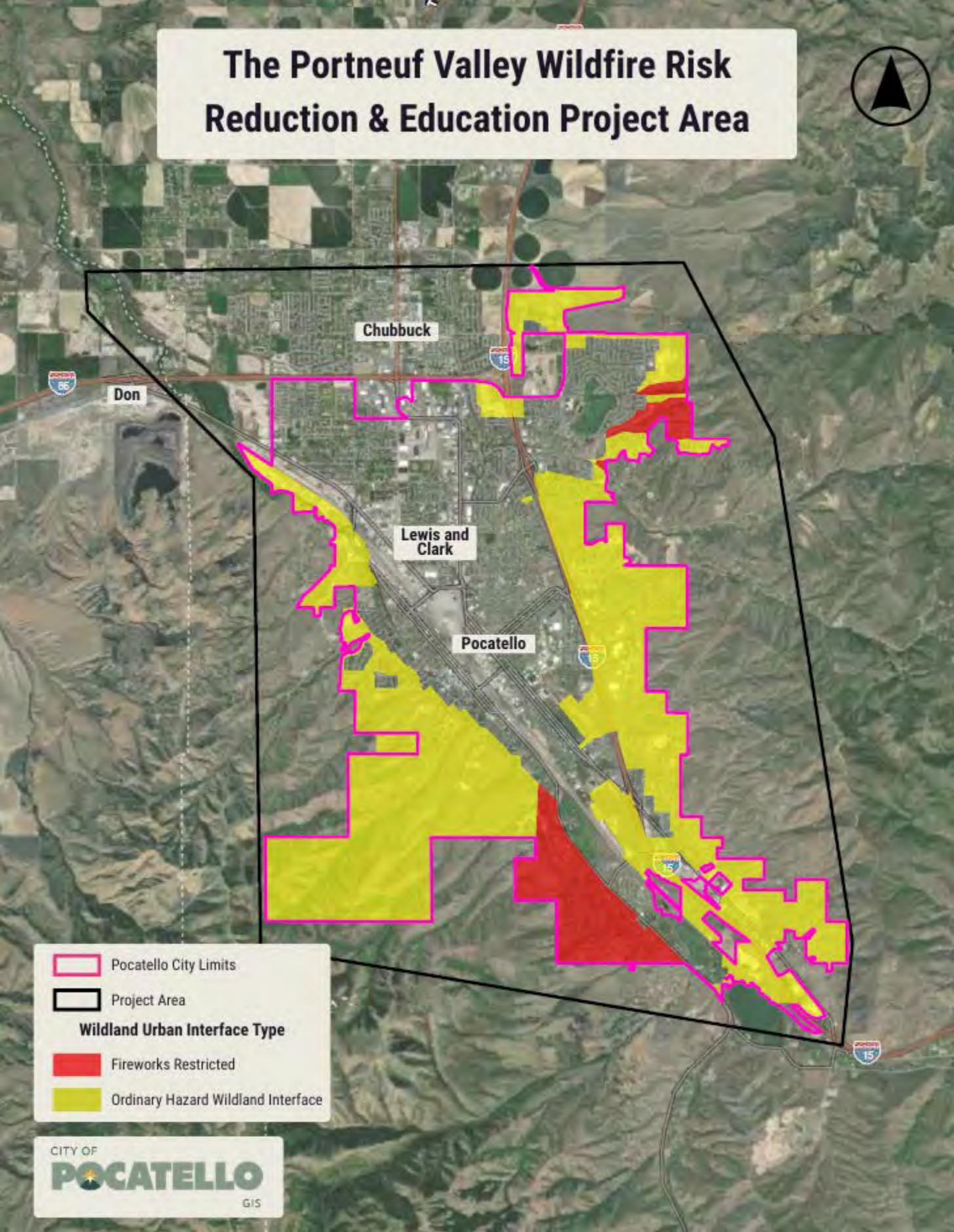
Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Attachment B - Project Area Maps

The Portneuf Valley Wildfire Risk Reduction & Education Project Area



Pocatello City Limits



Project Area

Wildland Urban Interface Type

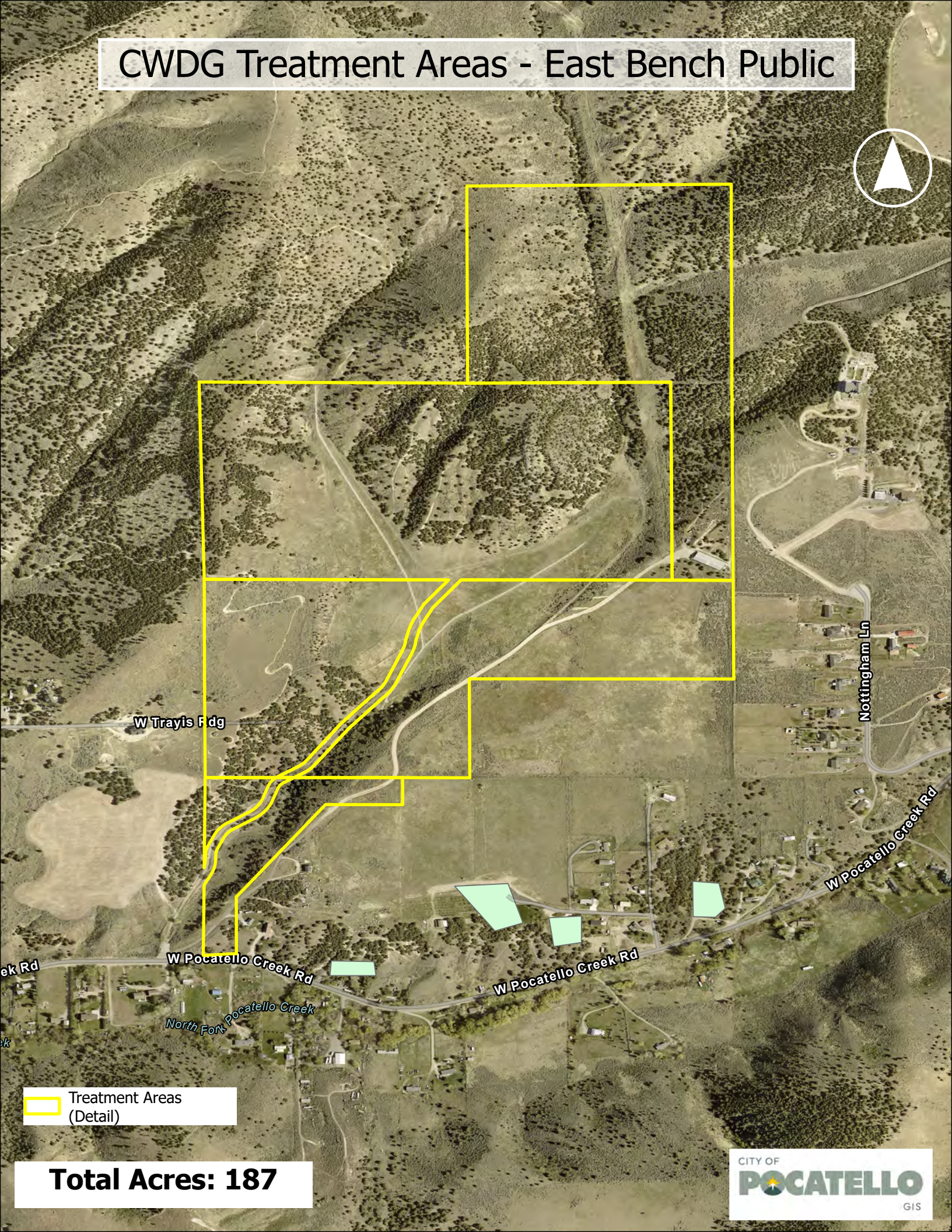


Fireworks Restricted



Ordinary Hazard Wildland Interface

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas
(Detail)

Total Acres: 136

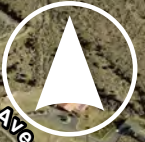
CWDG Treatment Areas - West Bench



 Treatment Areas
(Detail)

Total Acres: 157

CWDG Treatment Areas - Johnny Creek



Treatment Areas
(Detail)

Total Acres: 46

Attachment C

Request for Proposals:

Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments



REQUEST FOR PROPOSALS

Hazardous Fuel Treatments

Project Title: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Due: September 25, 2026 at 3:00PM MT

Awarding Authority: The City of Pocatello

Contact:

Christine Howe
911 N. 7th Ave
Pocatello, ID 83201
208-234-6186
chowe@pocatello.gov

Date Issued: August 25, 2026 after 8AM

CITY OF POCATELLO
REQUEST FOR PROPOSALS (RFP) – Portneuf Valley Wildfire Risk Reduction and Education Program
Hazardous Fuel Treatments

Section I. Introduction

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

The City, a municipal corporation located in Southeast, Idaho, is issuing this Request for Proposals (“RFP”) and anticipates selecting contractors that have experience working in a local government setting and have familiarity with Federal regulations. Only the firms responding to the RFP will be considered. The City will evaluate responses to select qualified firms and enter into contract for a three-year period with options of two (2) one-year extensions through mutual consent between the City and selected contractors.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

1. **The technical proposal shall address specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Schedule/Availability.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
2. **The price proposal shall provide pricing for ALL Items in the Schedule of Items.** Quotes should be specific to the project area and based on the hypothetical scenario as described on page 17 of the solicitation (Description of Conditions) and hypothetical, technical specifications of Appendix A. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
3. **Fill out and include the required representations and certifications (Appendices A through D) that are included in the solicitation.**

Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls/orders submitted for future specific projects.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Calls/Orders for specific projects will be emailed to only the contractors awarded under this BPA. All contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

This solicitation is being conducted in accordance with the provisions of Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions), the City of Pocatello Purchasing Policies, and Code of Federal Regulations 2 CFR 200. Those provisions are hereby incorporated by reference into this RFP. All contracts must be strictly awarded in accordance with the requirements of the RFP. Section 3, disadvantaged business enterprises, minority owned businesses, and women owned businesses are especially encouraged to apply. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective Respondents who received copies of the original request.

Proposal Due Date: September 25, 2026 at 3:00 PM MT

RFP Name: Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

RFP Availability: <https://pocatello.gov/Bids.aspx>

Return RFPs to: City of Pocatello
Attn: Christine Howe – Grants Division
911 N. 7th Avenue
Pocatello, ID 83201

Any questions pertaining to the scope of services in this solicitation should be submitted in writing. All answers will be in the form of an addendum and sent to registered Respondents. All questions must be submitted in writing no later than 5:00 PM MT on June 1, 2026 to Christine Howe, Grants Manager via email at chowe@pocatello.gov.

Please read this entire document before responding or submitting questions. Thank you for your interest.

RFP Issuance	August 25, 2026
RFP Virtual Instructional Meeting	September 10, 2026 at 3:00PM MT
Questions Deadline	September 14, 2026 at 5:00PM MT
Proposals Due	September 25, 2026 at 3:00PM MT
Anticipated Selection	Week of September 28, 2026
Anticipated Contract Start	November 5, 2026

Section II

I. Instructions & Submission Requirements

A. Instructions

1. Instructions for Submitting a Proposal

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID. The City is conducting this request for proposals to establish a Blanket Purchase Agreement for Hazardous Fuel Treatment work in the project area. The City is seeking qualified contractors for this work. Qualified contractors will then be eligible to submit project specific quotes for Hazardous Fuel Treatment Work identified throughout the duration of the CWDG program.

In order to be considered responsive, Contractors will need to submit a technical proposal AND pricing proposal. Please submit the technical proposal and price proposal as separate documents.

Instructions for Submission of Offers are in Section II of the solicitation and provides instructions for proposal development that require the following:

- 1. The technical proposal shall address four specific evaluation criteria: Key Personnel, Equipment, Relevant Past Performance, and Benefit to Local Community.** Failure to adequately address these criteria may result in a determination of non-responsiveness.
- 2. The price proposal shall provide pricing for ALL Items in the Schedule of Items (provided as Attachment A).** Quotes should be specific to the project area and based on the hypothetical scenario as described in Section V. C. of the solicitation. Pricing is required for ALL items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are ‘shelf rates’ that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Call/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task.
- 3. Fill out and include the required representations and certifications (Appendix A through D) that are included in the proposal package.**

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the quotes on individual BPA calls submitted for future specific projects.

Calls/Orders will be made for services that do not include the removal of commercial products; therefore, contractors are still encouraged to provide price and technical proposals for the project area they are interested in performing business.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA. All Contractors must be actively registered in the System for Award Management (SAM) at <https://www.sam.gov> to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be given an award until actively registered. Registration in SAM is a free service. If your registration is not active, you will not be considered for award until active.

If you have questions regarding the solicitation package or issues accessing the solicitation documents on <https://pocatello.gov/Bids.aspx>, please contact Christine Howe at chowe@pocatello.gov.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join: <https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

2. Place for Submission

Proposals are to be submitted by mail or in person to Pocatello City Hall, Attn: Planning and Development Services, 911 N. 7th Avenue, Pocatello, ID 83201 by 3:00PM MT on September 25, 2026. Proposals will be considered on time if received by the Submission Deadline using the time on the clock located in the City of Pocatello's Planning and Development Services Department at City Hall. Postmarks will not be considered. E-mail submissions will not be accepted. The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. If, at the time that proposals are due, City Hall is closed due to uncontrolled events, proposals will be accepted until 3:00PM MT on the next day that City Hall is open. No individual extensions of this deadline will be granted. Late proposals will be deemed "non-responsive" and will not be opened. They may be picked up by the Respondent if so desired.

3. Idaho Code

Attention of all Respondents is directed to Title 67, Chapter 28 of the Idaho Statutes governing transactions involving requests for proposals, and to all other applicable sections of the Idaho Code as most recently amended which govern the award of this contract.

4. Disclosure of Information

Submission of a proposal shall be deemed acknowledgement that the Respondent is familiar with the Idaho Public Records Law, Idaho Code §74, and is bound thereby. Disclosure of any information provided by a Respondent in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to Idaho Code §74. To review copies of proposals after contracts have been awarded, contact the RFP contact person identified in this RFP or submit a written request in compliance with the Idaho Public Record Law using the City of Pocatello Public Records Request Portal, available at: <https://pocatello.gov/251/Records-Requests>.

5. Reservation of Right

The City of Pocatello may cancel this Request for Proposals or may reject in whole or in part any and all responses or proposals when it is determined that said cancellation or rejection serves the best interests of the City. The City reserves the right to reject any or all proposals after determining if each response is responsive and responsible.

6. Non-Collusion

It is understood that the Respondent has submitted the proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion, Appendix B. Respondents are required to complete this form. Failure to do so will result in a rejection of the proposal.

7. Cost of Proposal

All costs involved in preparing the proposal will be borne by the Respondent. The City or any Department, Division, employee or section of the City will not be liable for any costs associated with the creation of the proposal.

8. Incomplete or Conditional Proposals

Proposals, which are incomplete, conditional or obscure, may be rejected. No award will be made to any Respondent who cannot satisfy the awarding authority that they have sufficient ability and sufficient capital to enable them to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive, and binding.

B. Submission Requirements

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and **MUST** mirror paper versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.
3. Failure to submit proposals in the format described herein may result in the rejection of the proposal.
4. The contract is scheduled to be awarded within sixty (60) days of this proposal opening. This RFP as well as the successful Respondent's proposal will become part of the contract.
5. By submitting a signed proposal, the proposer acknowledges and agrees to the City of Pocatello's "Terms and Conditions" contained in Section III: Terms and Conditions.
6. If any changes are made to this RFP, an addendum will be distributed to all Respondents who have received the RFP and posted on the City bid page.
7. A Respondent may correct, modify, or withdraw a proposal by written notice if received by the City prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

envelope clearly labeled "Modification No. _." Each modification must be numbered in sequence and must reference the original RFP. After the proposal opening, a Respondent may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Respondent will be allowed to correct them. If a mistake and the intended correct wording are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct meaning. A Respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording is not similarly evident.

8. Individuals are encouraged to submit proposals; individuals who submit proposals will not be subject to requirements that are only applicable to businesses such as authorized signatory and financial stability certifications. However, individuals will still be required to fill out those applicable portions of the required forms.
9. Proposal prices must remain firm for 90 days after the proposal opening.
10. **Proposals must also include the signed** Price Proposal page, Certificate of Authority page, Certificate of Non-Collusion, Certificate of Tax Compliance, as provided in this RFP. See Appendices for additional details.
11. All proposals must be signed by appropriate, authorized individual or individuals, e.g. if the Respondent is a partnership, by the name of the partnership, with the signature of each general partner. If the Respondent is a corporation, it must be signed by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed, or appropriate certificate of authorization.
12. Written addenda issued by the City will be posted on the City bid page and e-mailed as necessary to all parties that the City is aware have requested documents using the contact information provided to the City. A copy of any addendum as may be issued will be on file with the City. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Respondent should contact Christine Howe via e-mail or phone, if they believe an addendum has not been received. A copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent.
13. The City of Pocatello is the awarding entity that will sign the contract and to whom invoices will be submitted/received and by whom the Respondent will be paid/submit payment.
14. All proposals will be reviewed by the Evaluation committee. A recommendation will be made by the Evaluation Committee to accept the proposal which is in the best interest of the City. The consideration of all proposals and subsequent selection of a successful Respondent shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin. The recommendation will be based on the evaluation criteria (Section V).
15. Failure to complete the enclosed forms, answer any questions, or provide the required documentation will result in the proposal being deemed non-responsive and the rejection of the proposal, unless the City determines that such failure constitutes a minor informality.

Section III. Terms & Conditions

1. General Terms and Conditions

The process of selecting organizations to provide consultation services for the City's benefit requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made as well as compliance with Federal procurement standards outlined in 2 CFR 200 for the implementation portion of this proposal and subsequent successful grant applications.

The City reserves the right to accept or reject all proposals or portions thereof without stated cause. The City reserves the right to re-issue any RFP or cancel the RFP if none of the proposals are deemed satisfactory to the City. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The City may also elect to reject all proposals and re-issue a new RFP.

Clarification of proposals: The City reserves the right to obtain clarification of any point in a Proposer's proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within two business days. The City is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Proposer.

2. Conflict of Interest

By the submission of a proposal, the Proposer agrees to ensure that, at the time of contracting, the Proposer will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Proposer's obligations under the Agreement. The Proposer shall further covenant that, in the performance of the Agreement, the Proposer shall not employ any person, or subcontract with any entity, having any such known interest.

3. Public Information

Information supplied by the Proposer to the City may be subject to the Idaho Public Records Law. Such information shall become public unless it falls within one of the exceptions in the statute, such as security information, trade secret information, or labor relations information. If the Proposer believes any information which is not public will be supplied in response to this RFP, the vendor shall take reasonable steps to identify for the City what data, if any, it believes falls within the exceptions. If the proposal data is not marked in such a way as to identify non-public data, the City will treat the information as public and release it upon request. In addition, the City reserves the right to make the final determination of whether data identified by the proposer as not public falls within the exceptions within the statute.

4. Equal Employment Opportunity

The Proposer agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference,

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

disability, or age. When required by law or requested by the City, the Proposer shall furnish a written affirmative action plan.

Section IV. Project Overview and Scope of Work

1. PROJECT OVERVIEW

The City of Pocatello was awarded a USDA Forest Service Community Wildfire Defense Grant (CWDG) to reduce wildfire risk through hazardous fuel removal in Bannock County, Pocatello, ID (see Project Area Map for reference). Years of fire suppression activities have allowed for the encroachment of Rocky Mountain & Utah Juniper trees, minimizing the growth of otherwise healthy perennial bunchgrass/sagebrush. Wildfire is the most concerning resource issue as well as the encroachment of invasive plants, declining plant productivity and health, soil erosion, and wildlife habitat losses in the identified project areas. Additionally, the City of Pocatello is interested in land management that encourages groundwater infiltration.

In some areas, the junipers within the project boundaries are extremely dense and/or on very steep terrain, exacerbating the fire danger for upslope homes. Removing these species will reduce risk by reducing available fuels and flame lengths if a fire does burn through the area.

2. PURPOSE

This project will expand and enhance upon previous City, Bureau of Land Management (BLM), and United States Forest Service (USFS) fuel reduction treatments along Pocatello's east and west bench priority areas by removing junipers on City-owned and private property.

The City seeks qualified contractor(s) to conduct the following treatments, including vegetation removal and material disposal. The City is issuing this Blanket Purchase Agreement to establish a list of qualified contractors that can bid on specific calls/orders within the project area as they become available throughout the duration of the CWDG project.

Contractors shall provide bid pricing based on the treatment specifications included in this solicitation.

3. MASTER TREATMENT SPECIFICATIONS

These master treatment specifications should guide the treatment specification utilized for the project. City staff will specify and verify all allowable or preferred treatments for individual calls/orders.

Calls/orders may utilize some, all, or none of the treatment methods. Treatment methods used must be approved by the City if there are any deviations from the Master Specification or specific call/order specification.

I. Vegetation Removal:

A. Remove junipers using mechanical mastication.

- All tree material must be mulched, and flush cut with the ground *where practical* and otherwise no more than three inches (3") in height. Stumps of masticated trees will not exceed 3" in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size at a maximum depth of 6". In the event mastication depth will exceed 6", the material must be hauled off or spread/raked with implement.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using lop and pile or lop and scatter (see below).

Date Issued: August 25, 2026 after 8AM

B. Where mastication is infeasible, Lop and Pile may be used.

- Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
- Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
- Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
- In some areas material can be dragged to where mastication or mulching machinery can reach it.

C. ~~Where Lop and Pile is infeasible, use Lop and Scatter.~~

- ~~• Limbs and tops of cut trees are to be removed from the main trunk so that the material lies within 18" of the ground, to stay below sagebrush height. At least 80% of resulting slash should be in contact with the ground, to promote decay. Cut branches and trunks over 4" in diameter to 3' in length.~~
- ~~• Stump residuals will be flush cut with the ground *where practical* and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.~~
- ~~• If height of felled trees exceeds 18" then material should be piled for burning (see lop & pile section below) or removed for firewood as listed below in the material disposal section.~~
- ~~• In some areas material can be dragged to where mastication or mulching machinery can reach it.~~

D. Where mastication or lop and pile are not required, hand cutting and hauling of material is to be used. See material disposal for additional specifications.

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with stumps treated with herbicide within 5 minutes of cutting.
- All Siberian Pea shrub within treatment area shall be removed, with stumps sprayed with herbicide within 5 minutes of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

II. Material Disposal:

Date Issued: August 25, 2026 after 8AM

- A. Chips and masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site.
- B. Chips may be hauled or broadcast to the depth specified.
- C. All chips and masticated material must be removed from the roadways, authorized trails, stormwater facilities, and dry stream beds in the bottom of gullies. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.
- D. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- E. Burning of burn piles to be conducted by City staff after contractor leaves area.
- F. All other material shall be removed by Contractor.

III. Spacing:

A. For non-defensible spaces (e.g. large acreage parcels not abutting properties with structures within 100' of property lines):

- i. The City would like the area to look as natural as possible after the thinning takes place. Therefore, a mix of single trees and "clumps" of trees will remain after the thinning operation is completed.
- ii. Juniper trees will be thinned to:
 - 1. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite spacing requirements as determined by City.
 - 2. Do not leave trees within 100' of structures.
 - 3. All trees under power lines or identified utilities shall be cleared
 - 4. When retaining Junipers, prioritize those with old growth characteristics and that are disease free. Retain all Aspen / Maple / Cottonwood species if found in unit.
 - 5. For any treatment area, specific "leave" trees requested by the City will be marked with flagging tape.
- iii. Limbing of remaining trees.
 - 1. Any junipers remaining shall be limbed up 6' from the ground.

B. For Defensible Spaces (e.g. all private residential properties or properties with structures within 100' of property lines):

- i. Defensible space treatments shall follow guidelines for zones within 0-5' from structures, 5-30' from structures, 30'-100' from structures, and 100' or greater as determined by City.
- ii. All junipers and identified fuels shall be removed
- iii. For those junipers not designated for removal, Juniper trees will be thinned to:
 - 1. Do not leave trees within 100' of structures.
 - 2. Implement at least a 30' x 30' drip line to drip line spacing between clumps of 2-5 trees. Overall, keep trees to a density of no more than 20 trees/acre (density should be no more than 20 trees/acre where there is currently little density). Trees on slopes ranging from mild (<20%), to mild to moderate (20%-40%), and moderate to steep (>40%) shall have requisite

spacing requirements as determined by City to account for needed clearance.

3. All trees under power lines or identified utilities shall be cleared
- iv. Limbing of remaining trees.
 1. Any junipers remaining shall be limbed up 6' from the ground.
- v. Treatment specifications will be designated per parcel but generally will follow the defensible space treatment specifications included in Appendix X.

IV. General BMPs:

- A. Vegetation Removal. Within each of the areas on the map it may not be feasible in all parts of a particular area to use the directed method (e.g. mastication). In those locations, contractor may modify BMP selection (e.g. use lop and scatter instead of mastication), following consultation with City.
- B. Signage & traffic control. The Contractor shall provide signage on all public roads/public access points and trails warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.
 - Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
 - Smaller signs may be used on non-paved roads/access trails. The entire area is traveled by the public for recreation purposes. The City will issue press releases to notify the public of these trail closures. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels or onto City paved streets/sidewalks.
 - Contractor shall provide a traffic control plan as requested per call/order
- C. Access Roads & Trails. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage. All chips and other debris must be raked from trails/roads far enough that it will not fall/wash back onto a road/trail during a rain event.
- D. Equipment. Mastication equipment shall use appropriately tracked equipment, including either metal or rubber tracked excavator style bases, based on conditions and weather. All equipment shall have proper fire suppression supplies, including but not limited to fire extinguisher, shovel, mattock.
- E. Erosion Control. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use non-plastic waddles or mulch to limit vehicle impacts on soil.
- F. Soil Tracking & Berming. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area.

Date Issued: August 25, 2026 after 8AM

- G. Sediment Control & Track off. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways, the stormwater system, and Waters of the US (WOTUS). If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately. Contractor shall not cross any stream, creek, waterway, etc to conduct work.
 - H. Stormwater Facilities. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.
- V. Seasonality, Hours, and Days of Operation:**
 - A. Work will take place during fall-winter months, when fire risk is low and stormwater runoff is generally minimal.
 - B. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
 - C. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.
- VI. Location of Project Areas:**
 - A. Work will be performed on public and private land located within the CWDG Project Area (See Map of Project Area). This includes land on the west and east benches in Pocatello ID 83201 and Bannock County. Project areas will be identified based on the Wildland Urban Interface (WUI), program participation, and identification of priority treatment areas that meet project goals.
- VII. Project Boundary Marking:**
 - A. Unit boundaries will be shown on project location maps to be distributed with individual calls/orders. The project area boundary will be identifiable on GIS maps and site visits will be provided as needed.
- VIII. Notification of Cessation or Restart of work:**
 - A. The Contractor will notify the City project representatives whenever they intend to cease operations and will notify City project representatives before starting operations.
- IX. Personnel Requirements:**
 - A. Project Foreman: A crew foreman must be on-site directing work at all times. This person will also serve as an on the ground contact person to the City project representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
 - B. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.
- 4. LICENSING, INSURANCE AND BONDING REQUIREMENTS**
 - I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.
 - II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.
 - III. Contractor shall maintain a license with the City of Pocatello.
 - IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.
 - V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

5. STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- I. If roads or any type of access become subject to damage, because of adverse weather conditions or other natural and/or political reasons, a Stop Work Order may be implemented by the City project representative until other access can be provided.
- II. Stop Work Orders may also be issued when operations are expected to cause significant ground/soil disturbance. Such conditions usually develop where frozen ground is thawing, when snow is melting, and during or immediately following rainstorms. Any infrastructure damage or soil and ground disturbance caused by equipment during and after operations will be rehabilitated at contractor expense.

6. SAFETY

- I. All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times. PPE for chainsaw work shall include but not be limited to boots, chaps, gloves, hearing and eye protection and a hardhat. Due to the very hazardous nature of dead tree removal, safety will be considered above speed of contract completion.

7. PROTECTION OF PROPERTY

- I. The contractor will be responsible for any injury or damage to all public and private property along and adjacent to the owner's property resulting directly or indirectly from the execution of work. Any damage will be corrected and rehabilitated by the contractor upon completion of the project.

8. FAILURE TO PROVIDE SERVICES

- I. Should the contractor fail to provide the ordered services, quit work early or leave work before being released, or fail to complete the project as the contract may be considered in default and the remaining work left on the contract may be lost.
- II. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

Timeframe

Work will be completed from Fall to Spring, generally November 1 to May 31, while allowable and based on need.

Additional Tasks.

The City of Pocatello may, at its discretion, based on need and available funding, elect to award additional work item tasks to the selected contractors. These would be negotiated and issued via a change order or addendum to the contract.

Section V. Technical Proposal and Price Proposal Submission Requirements

A. Selection Process

1. Only those Respondents who submit all forms and materials as required will be considered responsive.
2. The City has determined that the selection of contractors for these services requires comparative judgement of factors (evaluation criteria) to determine qualifications. The proposals will be evaluated to determine the technical qualifications of the contractors and the unit prices provided.
3. Only those contractors deemed responsive will be awarded A responsive proposal is one that meets the minimum submission requirements and is rated at least 50% for each evaluation criteria item included in the RFP.
4. Contractors are cautioned that Blanket Purchase Agreement awards are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.
5. Multiple awards may result from this procurement.

B. Technical Proposal Requirements

Proposal shall be a maximum of 10 pages, not including any attached resumes or required forms. No font may be smaller than 11 point for body text or smaller than 9 point for other text. Page numbers are given for 8.5"x11" sheets. Any pages in excess of the 10-page limit will not be included in the review. The proposal shall address the following components:

1. Introductory Cover Letter (recommend 1 page)
2. Team and Key Personnel Qualifications (recommend 2-3 pages)
 - Describe the project team including name and office location of key personnel including any subcontractors and their experience and familiarity working in the Pocatello Area or other similar geographic location on hazardous fuel treatment projects.
 - o Identify the project manager who will be responsible for this project. List the project manager's relevant experience and similar work.
 - o Identify the project foreman who will be responsible for the on-the-ground crews and daily operations
 - o Describe the key personnel's proposed roles and responsibilities on this project
 - Include relevant experience or knowledge of the Team members/Personnel with conducting similar work.
 - Proposal should include a resume for each team member in an appendix. As noted, the appended resumes will not be counted toward the page limit.
3. Equipment (2-3 pages)
 - Describe the equipment that will be used for each treatment method including:
 - i. Mechanical mastication
 - ii. Mechanical lop pile/lop and scatter
 - iii. Handcutting
 - iv. Material disposal – chipping/mulching and removal
 - v. Chemical treatment

Date Issued: August 25, 2026 after 8AM

- Equipment descriptions should be sufficient to ensure treatment specifications can be met ie – stump height, chipping, size of masticated material, composition of chemicals used to treat, etc.)
4. Relevant Past Performance (2-3 pages)
 - Provide at least two examples of previous similar work in communities comparable to Pocatello and other Idaho communities that demonstrate experience working in similar terrain, geographies, climates, and other factors that influence the treatment methodology and assessment. The examples shall include location, project type, status, and a brief description of project scope & status.
 - Provide a minimum of three references, including: 1) company name 2) contact name 3) phone number 4) email address 5) name of project or contract
 5. Timeline Schedule (recommend 1 page)
 - Provide a detailed typical project schedule including major milestones and deliverables for a call/order for the proposed treatment scenario included in this RFP
 - This should include number of days for mobilization, typical days for mastication/handwork,

C. Price Proposal

Bid pricing should be specific to the project area and based on the hypothetical scenarios (Description of Conditions) and hypothetical, technical specifications. Pricing is required for ALL Items, even if you do not intend to perform and/or quote on future work of that type. The quantities vary to illustrate varying treatment sizes, so provide pricing on a per acre/mile basis multiplied by the given quantity for a total amount. These rates are the base price rates (“shelf rates”) that will be used for award evaluation purposes of this parent Blanket Purchase Agreement. Future Calls/Orders issued under this BPA will provide contractors the opportunity to review actual project specifics, technical specifications, and Contractors will quote a firm-fixed price for that task for that specific calls/order.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor bids for specific unit BPA Calls/Orders must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project. Therefore, it is imperative that each Contractor provide the City with their best commercial rate for each activity and that those rates are to be similar to the bids on individual BPA Calls/Orders submitted for future specific projects. Bids should be reflective of the Treatment Specifications required for the work as provided in Section IV of this RFP.

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than XX degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Unit 1 East Bench

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 2 East Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

- Item 15 – Mobilization
- Item 16– Best management practices

Unit 3 West Bench

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Unit 4 West Bench

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8– Re-seeding
- Item 9 – Signage and traffic control
- Item 10 – Access roads, trails
- Item 11 – Erosion control
- Item 12 – Soil tracking and berming
- Item 13 – Sediment control and track off
- Item 14 – Stormwater facilities
- Item 15 – Mobilization
- Item 16– Best management practices

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Piece size shall be no longer than XX”

Date Issued: August 25, 2026 after 8AM

- Masticated material shall be spread to a depth of no more than six inches (6"). Excess chips and masticated material must be removed off-site. See Items 10 and 11 for Specifications for Material Disposal.
- There are several very steep slopes that will preclude use of machinery. Trees that cannot be safely masticated onsite must be felled and moved to a different location for mulching or treated using other treatment method (Items 4, 5, 6, 7, 8).

Item 2: Mechanical Cutting Lop & Pile

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
3. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
4. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
5. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
6. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
7. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.
8. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
9. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 3: Hand Cutting Lop & Pile

1. Where mechanical Lop & Pile is infeasible on slopes of 30 degrees or greater, hand cutting lop and pile will be used.
2. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Burn piles should not be placed on top of cut stumps. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channels.
6. Burn piles shall be tight and compact piles with largest materials on exterior of piles and concentrations of fines in the center. Any piled material will not exceed 3' in length to facilitate tighter piles.
7. Piles will be located at least 10' outside the drip lines of trees in openings and at least 20' from the dripline of any upslope leave trees or in the least impactful location among standing live trees.
8. Piles will be no more than 10' feet in height and no more than 10' feet in diameter (minimum of 5' X 5'). Piles should be taller than they are wide.

Date Issued: August 25, 2026 after 8AM

9. Burn piles should not be located on steep slopes. Cover center of piles with plastic (about 1/3 of the pile) to create a dry portion of the pile for spring burning. Plastic must be securely placed in pile with sufficient material piled on top.
10. In some areas material can be dragged to where mastication or mulching machinery can reach it.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of XX degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Item 5: Chip & Broadcast

- Mechanically process (chip) all designated live/dead trees
- Contractor shall practice due diligence to ensure chipping will achieve the smallest piece size feasible, as well as uniformity in piece size.
- Chipped material shall be broadcast or spread to a depth of no more than six inches (6"). Excess chips must be removed off-site. See Item 8.

Item 6: Chip & Haul

- Mechanically process (chip) all designated live/dead trees
- Haul any chipped material in excess of the six inch (6") depth spread.
- Excess chips must be removed off-site

Item 7: Stump & Shrub Treatment with Herbicide

1. Will work with City to determine type/mix of herbicide chemical treatment needed for project area
2. Apply herbicide to shrub within 10 minutes of cutting
3. Application method may include low-pressure backpack or handheld sprayer

Item 8: Re-Seeding (acres)

1. Reseed with native seed mix similar to what is growing at site
2. Seeding to occur in winter/spring, not during dry conditions
3. Limit to city-owned property.
4. Re-seeding can be done by drill seeding, hydroseeding or by hand depending on terrain and site conditions

Item 9: Signage and Traffic Control

1. The Contractor shall provide signage on all public roads/public access points warning motorists and pedestrians of no entry to treatment area and presence of flying debris within treatment area.

Date Issued: August 25, 2026 after 8AM

2. Follow current MUTCD for vehicle and pedestrian traffic control on applicable public roadways (generally paved roads). For example, signage on paved roads must be 3'x3'. If paved roads are used for project staging, contractor shall provide additional signage and cones for traffic control.
3. Smaller signs may be used on non-paved roads/access trails. Many areas may be traveled by the public for recreation purposes. The City will issue press releases to notify the public of any trail closures on publicly owned lands. The contractor is responsible for providing appropriate spotters. All private property surrounding the treatment areas have access to the treatment area. No debris shall be masticated onto any private property unless otherwise included in the project call/order specification for those specific private parcels. No debris shall be masticated onto City paved streets/sidewalks.

Item 10: Access Roads and Trails

1. All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.

Item 11: Erosion Control

1. Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.

Item 12: Soil Tracking and Berming

1. Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.

Item 13: Sediment Control and Track Off

2. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.

Item 14: Stormwater Facilities

3. Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.

Item 15: Mobilization (# of days)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 16: Best Management Practices

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

D. Proposal Evaluation Criteria

Category	Maximum Points
I. Key Personnel Expertise & Experience of Project Team <ul style="list-style-type: none"> a. Provides sufficient project team to complete the work b. Clearly defines roles of the project team, including any subconsultants and the project team lead/project manager and on-the-ground foreman c. Demonstrates experience and expertise of project team in completing work described in scope 	30
II. Equipment <ul style="list-style-type: none"> a. Demonstrates experience utilizing proper equipment to complete treatment specifications b. Has access to necessary equipment for different treatment methodologies 	20
I. Completion of Similar work in recent years <ul style="list-style-type: none"> a. Demonstrates completion of hazardous fuel treatment work using treatment specifications identified in RFP b. Previous similar work demonstrates compatibility with the Pocatello geography, terrain, climate, and other factors that will influence the assessment c. Provides examples and references requested data, integration with mapping systems, etc. 	25
II. Detailed Timeline demonstrating ability to deploy crews to complete work for calls/orders	25
TOTAL	100

Date Issued: August 25, 2026 after 8AM

Section VI. Contract Award

The City intends to evaluate proposals and award contract(s) without discussions with Respondents (except for clarification purposes). The City reserves the right to reject any and all offers for any reason whatsoever in the City's sole discretion; to waive immaterial project requirements; and to pursue purchasing in a manner that is in the best interests of the City.

The Respondents deemed qualified to provide the services required for the proposed project will be notified in writing through a notice of award. Once an agreement is reached with the awarded Respondent(s), the City will provide a service agreement with the City of Pocatello for signature and full execution.

If after negotiation and consideration, the City is unable to reach an acceptable agreement with the Respondent, the City will terminate negotiations with the Respondent and/or withhold the award for any reason and/or elect not to proceed with any of the proponents and/or re-solicit via a new RFP.

Multiple awards will be made for this BPA upon technical and pricing evaluations. Future Call Orders for specific projects will be emailed to *only* the Contractors awarded under this BPA.

Calls/Orders will be made for services and a subsequent Notice to Proceed will be issued to formally begin work.

Contractors are cautioned that awards of a Blanket Purchase Agreement are based, in part, on the pricing proposed herein, and subsequent contractor quotes for specific unit BPA Calls must be representative and reflective of those rates, or they shall be removed from the pool of contractors for that project.

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.

Signature (blue ink please)

Printed Name

Title

Date

Company Name

Email

Street

Phone

City, State, Zip

Fax

Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

**AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.**

STATE OF _____)

:ss

COUNTY OF _____)

_____, being first duly sworn, deposes and
says that _____ (Bidder)

he or she _____ in conformance with Idaho Code 63-15-2;
affiant _____ (is/is not)

states that _____ has paid or secured to the satisfaction
of the _____ (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent
including assessments, excises, and license fees levied by the State of Idaho or any taxing
unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's
business is located.

Dated this _____ day of _____, 20____.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20____ (SEAL)

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: All Contractors and Subcontractors

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

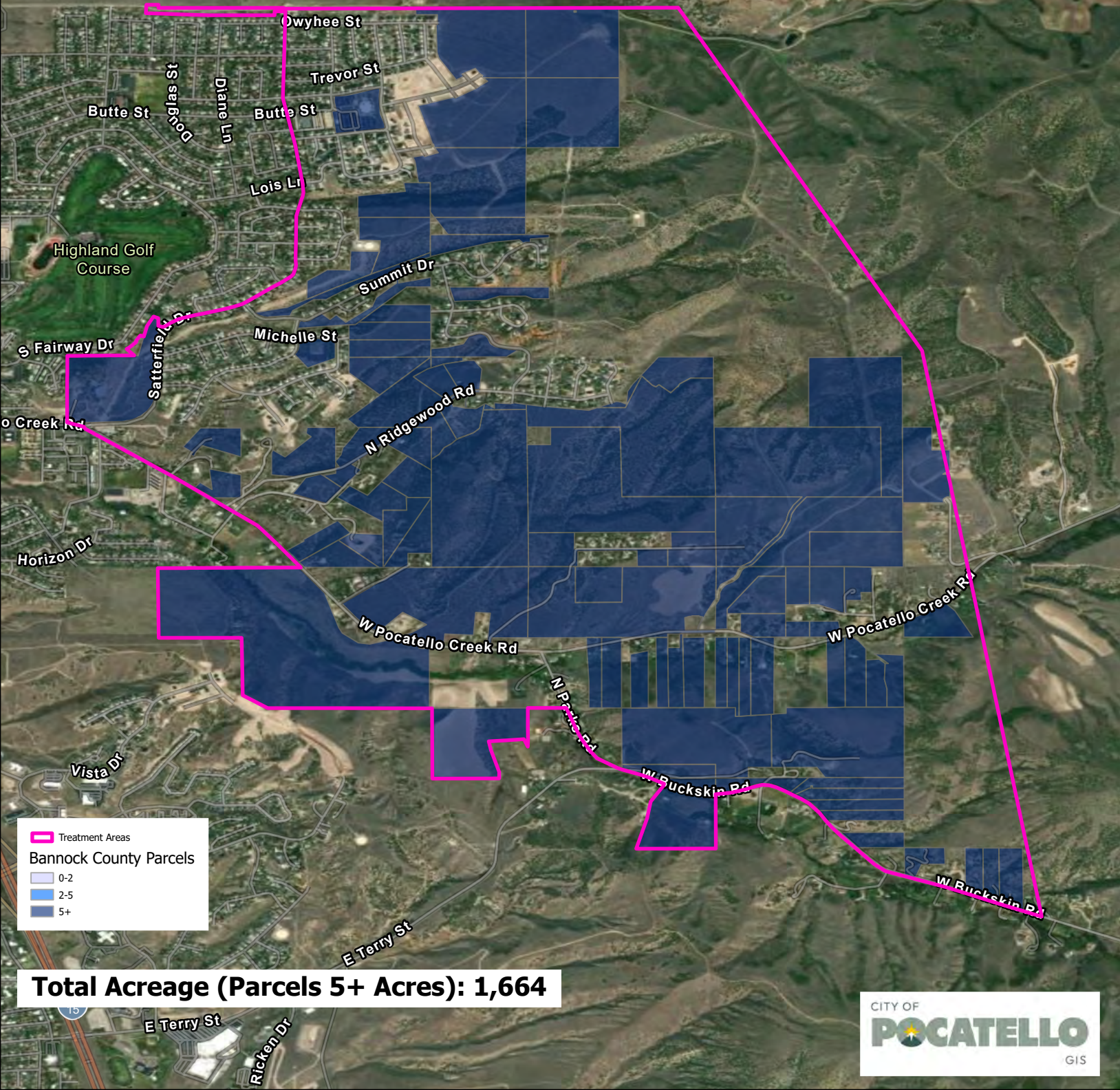
DBA: _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__

Notary Public for
My Commission Expires: _____

Reference Maps for Attachment A Schedule of Items

CWDG Treatment Areas - East Bench Parcels > 5 acres

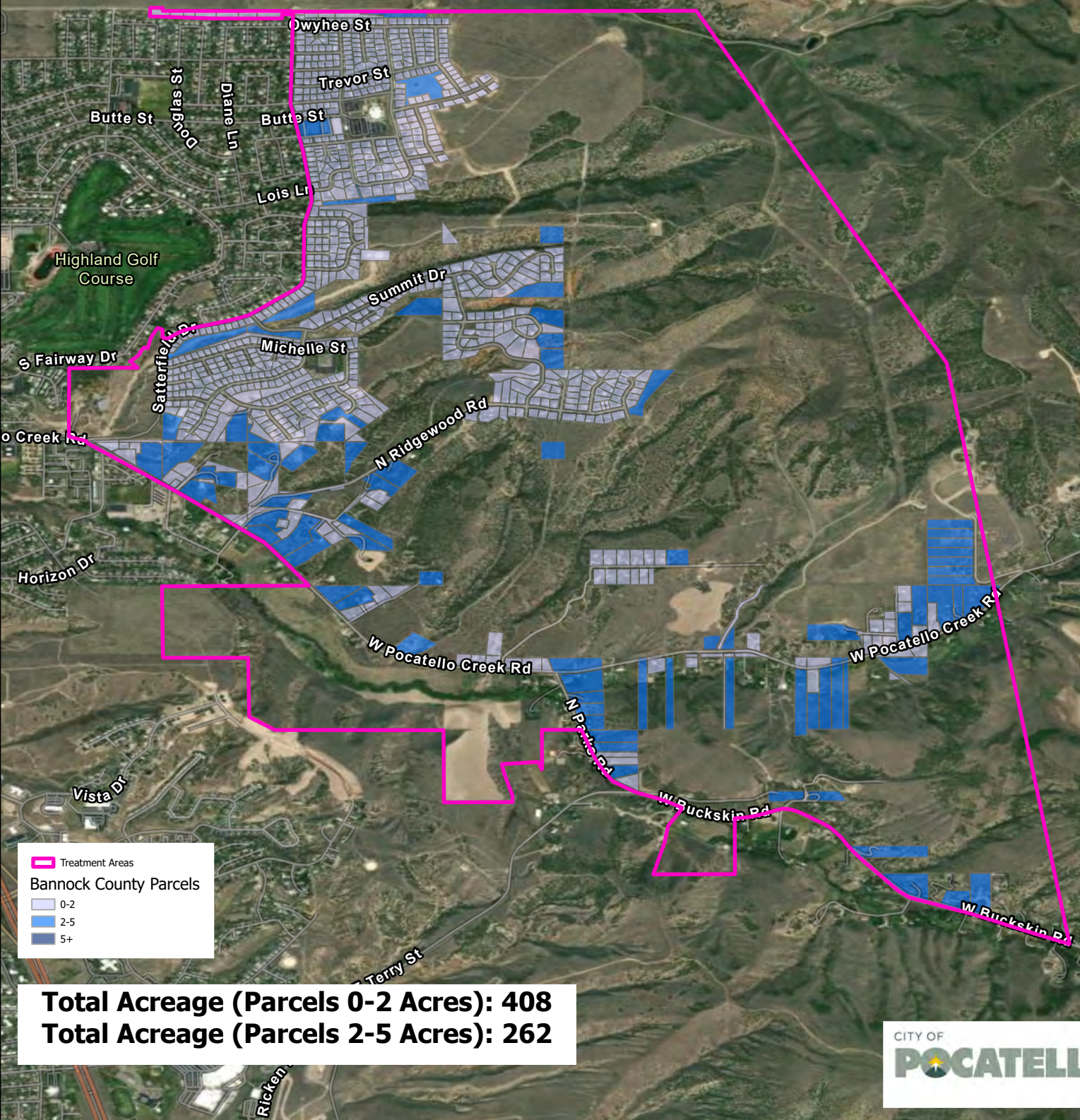


Treatment Areas
Bannock County Parcels

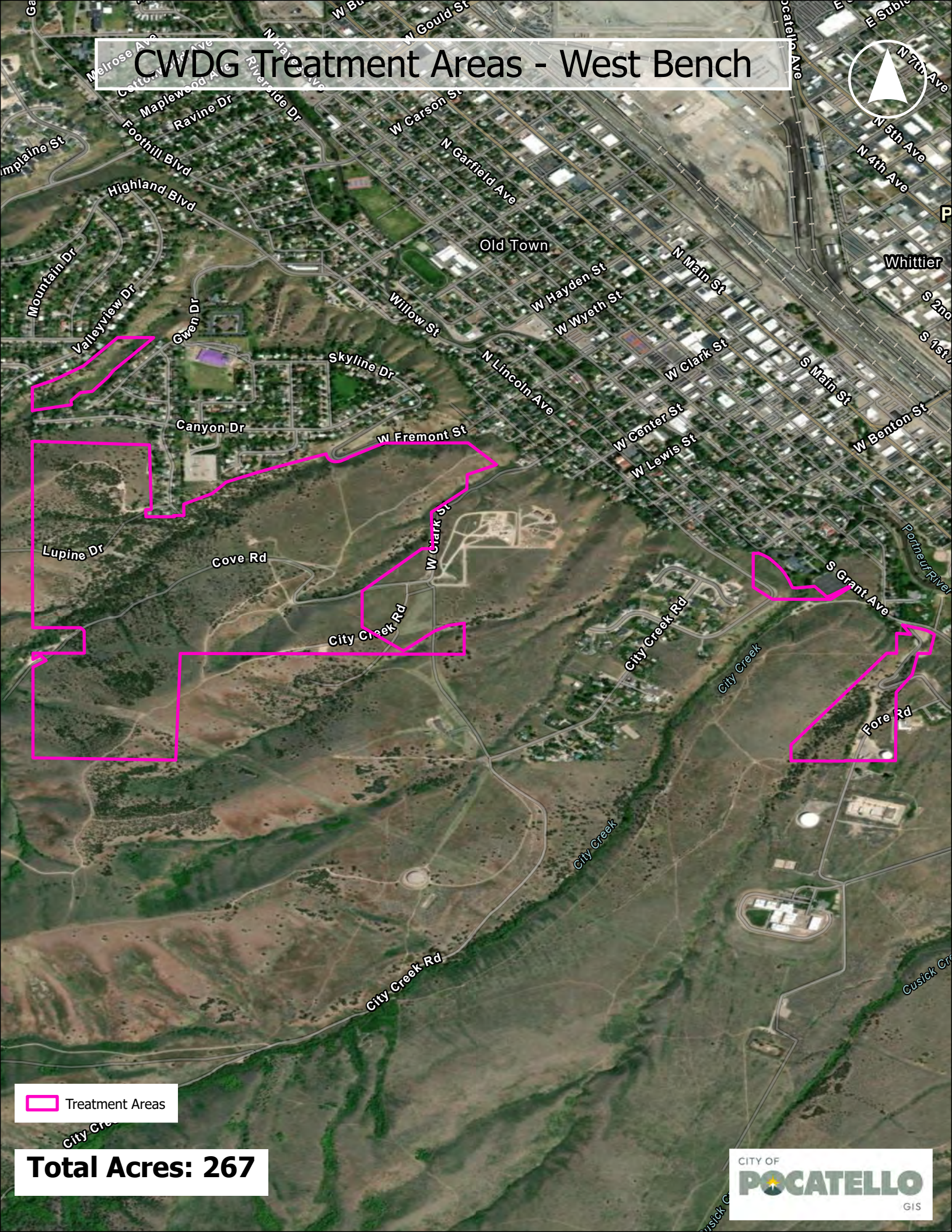
0-2
2-5
5+

Total Acreage (Parcels 5+ Acres): 1,664

CWDG Treatment Areas - East Bench Parcels < 5 acres



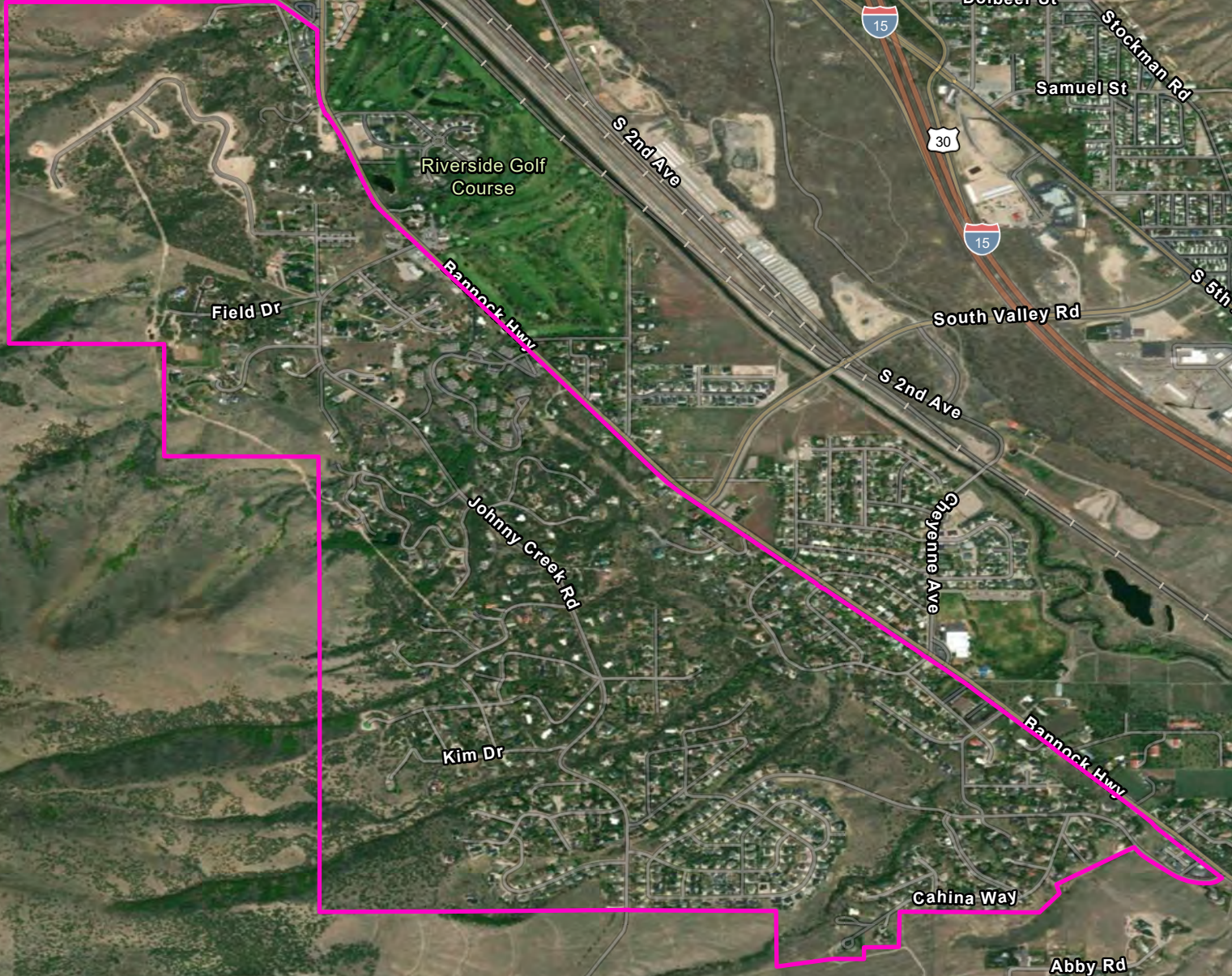
CWDG Treatment Areas - West Bench



 Treatment Areas

Total Acres: 267

CWDG Treatment Areas - Johnny Creek



 Treatment Areas

Total Acres: 1,040

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 4, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join:

<https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGlrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

Addendum # 1:

Administrative/Clerical Changes to RFP language:

1. A form for listing Subcontractors has been added (see Attachment A of this Addendum)
2. The following language changes/clarifications have been added to the RFP language:

Section C. Price Proposal

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes of 30 degrees or greater
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.

Item 1: Mastication

- Mechanically process (masticate) all designated live/dead trees
- Maximum stump height shall not exceed 3 inches in height on the uphill side of the stump. All living branches must be removed from stump.
- Contractor shall practice due diligence to ensure mastication will achieve the smallest piece size feasible, as well as uniformity in piece size. Contractor should conduct multiple passes to grind as much material as possible and achieve mulch size. Those remnants that are not mulched should not exceed 4 feet x 3 inches in size.

Item 4: Hand Cutting & Haul

1. Cut and remove from Contract Area juniper trees which meet the minimum tree specifications as identified in project call/order.
2. Hand cutting is required on all slopes of 30 degrees or greater
3. Spacing shall follow section 3. Treatment Specifications III. Spacing requirements included in these specifications.
4. Stump residuals will be flush cut with the ground where practical and otherwise no more than three inches (3") in height on the uphill side. All living branches must be removed from stump.
5. Material shall be hauled where mastication or mulching machinery can reach it and then disposed of in accordance with materials disposal for masticated or chipped material.

Responses to Questions:

Question 1: If we do not typically provide the type of work on the bid item sheet, do we still have to provide a price for the work to be considered?

Answer to Question 1: Yes, respondents must provide pricing for all items requested. Respondents may include the full cost to fulfill the work including if additional equipment/labor will be needed or if another entity will be subcontracted to conduct that portion of work. If subcontractors are to be used for items, these must be named on the Naming of Subcontractors Form (see Attachment A of this Addendum).

Question 2: After the contracts are awarded under this procurement, will I be able to adjust my bid pricing for the individual/site specific jobs that are bid out?

Answer to Question 2: Yes. The pricing submitted under this RFP will establish baseline unit pricing for the items. As individual or specific job sites are identified, a site-specific scope of work will be issued and final and best prices will be requested from the contractors qualified under this RFP. Economic increases in prices will be allowed with verified labor/material cost shifts due to site-specific specifications. In addition, the final negotiated contracts will allow for periodic price reviews over the term of the contract, such as on a quarterly or annual basis.

Question 3: The RFP documents request submission of a technical proposal and a price proposal which include an excel sheet. Do we submit the RFP as a hard copy or via email?

Answer to Question 3: Respondents should follow the instructions in the RFP and Submission Requirements which request a bound, single-sided hard copy and one electronic copy on portable media. Email submissions will not be acceptable. Per Section B. Submissions Requirements:

1. **One bound, single-sided original hard copy** proposal is to be submitted, in a sealed envelope clearly marked with the words: "City of Pocatello – Hazardous Fuel Treatments" as well as the Respondent's name. Submission by email is not acceptable.
2. **One electronic copy** of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and MUST mirror paper

versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.

Attachment A – Naming of Subcontractors Form

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number (if applicable) of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the related work under the general Contract. Failure to name Subcontractors as required may render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification and/or Work Item</u>	<u>License Number</u>
_____	_____	_____

_____	_____	_____

_____	_____	_____

_____	_____	_____

NOTES TO USER

1. This form must be included for all bids.

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 15, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

Addendum # 2

Administrative/Clerical Changes to RFP language:

The following changes to the RFP language have been made in red text:

Please see revised Section II. B (page 7)

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and ~~Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)

I. Vegetation Removal

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the “take” trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with **cut** stumps treated with herbicide **between 5 and 10 minutes** of cutting. **For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.**
- All Siberian Pea shrub within treatment area shall be removed, with **cut** stumps sprayed with herbicide, **such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes** of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

4. LICENSING, INSURANCE AND BONDING REQUIREMENTS (page 14):

I. The Contractor is responsible for maintaining a safe working environment. Contractor will be expected to provide certification of liability insurance in the minimum amount of \$1,000,000 as well as worker's compensation insurance. Contractor must submit a certificate of insurance naming the City of Pocatello as additional named insured upon award of estimate.

II. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.

III. Contractor shall maintain a **Class B** license with the City of Pocatello.

IV. Contractor will be expected to provide a performance payment bond as required by the City of Pocatello.

V. Certificate of Insurance and Performance Payment Bond must be received by the City representative before commencement of work.

Schedule of Items (page 17)

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -

Assumptions:

- All roads and access points are in place and no temporary roads are needed.
- Treatments on public lands will have clear access and entry for machinery
- Treatments on private lands will require access via the private property or public right of way.
- Treatment on private residential parcels will require substantial hand cutting and hauling
- No mechanical equipment will be used on slopes greater than 30 degrees
- All excess material will be hauled off at the expense of the contractor. No firewood logs will be left.
- Pre, during, and post haul road maintenance shall be conducted according to the master treatment specifications.
- Operations are permitted from November 1 to May 31.
- **All Master Treatment specifications not included as individual items below shall be assumed in the scope of work and pricing should reflect adherence to those requirements. For example, erosion control specifications have been removed from the per item pricing and are not itemized but should be included in the per acre cost of completing the work.**

Unit 1 East Bench (page 18)

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. See Map A and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

Treatment specifications will utilize the following:

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 2 East Bench (page 18)

Unit 2 is composed of privately owned parcels located on the East Bench of Pocatello in the Satterfield and Highland area. See Map B and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide

- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 3 West Bench (page 19)

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See Map C and click here to view a map of the proposed conditions:

<https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 2 – Mechanical Cutting lop and pile
- Item 3 – Handcutting lop and pile
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- Item 8 – Re-seeding
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

Unit 4 West Bench (page 19)

Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area. See Map D and click here to view a map of the proposed conditions: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de1ac42771bea7>

- Item 1 – Mastication
- Item 4 – Handcutting and haul
- Item 5 – Material Disposal - Chip & Broadcast
- Item 6 – Material Disposal - Chip & Haul
- Item 7 – Stump & Shrub treatment with herbicide
- ~~Item 8 – Re-seeding~~
- Item 9 – Signage and traffic control
- ~~Item 10 – Access roads, trails~~
- ~~Item 11 – Erosion control~~
- ~~Item 12 – Soil tracking and berming~~
- ~~Item 13 – Sediment control and track off~~
- ~~Item 14 – Stormwater facilities~~
- Item 10 – Mobilization
- Item 11 – Best management practices

...

Item 7: Stump & Shrub Treatment with Herbicide (page 21)

1. Type/mix of herbicide chemical treatment needed for project area will be adequate to treat invasive species noted in this specification
2. Provide the City with an herbicide treatment plan prior to invasive (Russian Olive and Siberian Pea) vegetation removal. Chemical treatment shall be approved by City prior to authorization.
3. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.
4. All Russian Olive trees in project area shall be removed, with cut stumps treated with herbicide between 5 and 10 minutes of cutting. For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.

5. Application method may include low-pressure backpack or handheld sprayer.

Item 10: Access Roads and Trails

1. ~~All access roads and trails within the project area must be returned to their original condition at the Contractor's expense. This may include replacing aggregate on access roads. Paved roads, concrete sidewalks and edging shall see no damage and may require mitigation to prevent damage.~~

Item 11: Erosion Control

1. ~~Care should be taken to avoid soil disturbance for erosion control and ecosystem health. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles) to not damage soil and not adversely affect the post-treatment aesthetics of the project area. Use mulch to limit vehicle impacts on soil.~~

Item 12: Soil Tracking and Berming

1. ~~Tracks from equipment travel shall not run parallel to the slope (this allows rills to form, increasing erosion). Soil berms resulting from equipment, especially turning of tracked machines, shall be kept to a minimum and shall not adversely affect the post-treatment aesthetics of the project area. Large tracking or berming may require manual remediation.~~

Item 13: Sediment Control and Track Off

2. ~~Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. If soil or debris accumulates on paved roadways, soil shall be swept off daily. If soil or debris accumulates in stormwater and other drainage facilities (e.g. catch basins/culverts/ditches/ponds) it shall be removed immediately.~~

Item 14: Stormwater Facilities

3. ~~Protect weirs, culverts and other stormwater/drainage features that may be within the project area, particularly along bottom of drainage.~~

Item 10: Mobilization (# of days) (page 22)

1. Pricing should include all costs for moving personnel, materials, equipment, etc. to and from the job site

Item 11: Best Management Practices (page 22)

1. Pricing for this item should include costs associated with all BMPs included in the specifications as well as any costs that will be necessary and born by the contractor to maintain adequate licensing, permitting, bonding authorizations, etc.
2. All work shall comply with city codes and standards.

Updated Schedule of Items

See spreadsheet attachment titled: "REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029 Schedule of Items".

Responses to Questions:

Question 1: Contractors asked clarifying questions regarding seeding and re-seeding, specifically if it would be required on all areas and in all scopes?

Answer to Question 1: Re-seeding is anticipated to be in very limited areas and will be specified on the particular call/order for the detailed scope of work. For bid pricing, re-seeding is limited to city-owned parcels and applies to scenarios Unit 1 and Unit 3 for this RFP. The seeding pricing should be based on the Item 8 specifications.

Question 2: Is limbing required at 6 feet or higher?

Answer to Question 2: Any remaining juniper shall be limbed up 6 feet from the ground.

Question 3: If the contractor creates burn piles, will the City Fire Department staff be conducting the burning?

Answer to Question 3: The Contractor should include pricing for lop and pile items 2 and 3; however, each specific call/order will detail if lop and pile is the preferred treatment for the particular area. In the event lop and pile is a treatment specification, the City will coordinate with the Contractor for piles (locations) and when the burning would take place. Based on current priority areas, lop and pile will be in very limited areas and limited circumstances. If there is burning, City Fire Department Staff will conduct the burning.

Question 4: Is there a number of stems/trees per acre available?

Answer to Question 4: Not at this time.

Question 5: Will the City be providing dumpsters or vouchers at the landfill for the disposal of material?

Answer to Question 5: No, contractors should plan to cover all costs for disposal as part of their bid pricing including any dumpsters or cost of dumping at landfills for material disposal.

Question 6: Will herbicide/chemical treatment be required on the sites and can the City provide a spec for the chemical/herbicide that is required?

Answer to Question 6: Contractors should follow the master specifications and item 7 specifications for the RFP price submission. The specific herbicide/chemical treatment type/mix will be determined by the City and included in the specific call/order scope of work. For the purposes of this RFP, Item 7 specifications as modified by this Addendum should be used for establishing a price submission.

Question 7: Please clarify the difference between mastication and mechanical cutting.

Answer to Question 7: Mechanical cutting includes the removal using equipment other than a masticator or work that will not be conducted by hand.

Question 8: What are the proposal submission requirements?

Answer to Question 8: Contractors must submit a bound hard copy of their proposal that includes all required documents and forms in a sealed package. There is no requirement for how the package is bound. In addition, an electronic copy must accompany the hard copy. This must be submitted on portable media, such as a USB flash drive, and included with the sealed proposal package.

Question 9: Do we have to acknowledge addenda and if yes how do we demonstrate that?

Answer to Question 9: Yes, per the RFP Section II, a copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent. Contractors may include a copy of the first page of all addenda and do not need to include all pages of the addendum.

Question 10: For the Relevant Past Performance section, is it okay to include a reference for fuels reduction work performed while employed by an agency, such as my time with both the BLM and Forest Service, rather than work performed under my own business? The RFP's reference format requests a company name for each project, so I want to confirm whether prior on-the-job experience with an agency qualifies, or whether references must be limited to work completed under my business. Most of my experience comes from my time working as an employee of both

the BLM and Forest Service, while relevant work under my business is limited since it is a relatively new business and have been hired by private landowners to do fuels reduction work.

Answer to Question 10: Yes, you may include references and experience from previous employers which may include public agencies such as BLM or Forest Service. It should be clear in the response that the Past Performance is for those key personnel members who are on the project team so that the City may properly evaluate the relevant experience of those who will work under this contract. Review the Technical Proposal Requirements for additional detail on the submission requirements to ensure you sufficiently respond to this evaluation criteria.

Question 11: Under Team and Key Personnel Qualifications, the RFP requests a resume for each team member. Does this mean resumes are required only for named key personnel or for all crew members who may work on the project, including general laborers? Since this is a Blanket Purchase Agreement with future calls/orders, my crew size and composition will depend and change on the specific jobs we're awarded, which won't be known at the time of this submission.

Answer to Question 11: Resumes are only required for the key personnel that should include the Project Manager and Project Foremen. Contractors do not need to supply resumes for all general laborers or crew members.

Question 12: As far as the pricing proposal goes, I just wanted to confirm what you said in the meeting; that our prices should be our minimum pricing?

Answer to Question 12: Yes, the pricing proposal has been updated on a per unit item basis. Please refer to the updated Schedule of Items spreadsheet included in this Addendum.

Question 13: In the meeting you mentioned the Price Proposal page, Certificate of Authority page, Certificate of non-collusion, and Certificate of Tax Compliance all be notarized. I am not seeing a Certificate of Authority page? Or is that the certification regarding lobbying? Do you have a preference on who they are notarized by?

Answer to Question 13: Yes, Contractors should submit the required forms Appendices A through D which are updated with the correct titles to be: Appendix A – Price Proposal Form; Appendix B – Non-Collusion Affidavit; Appendix C – Affidavit of Payment or

Securement of All Taxes; Appendix D – Certification Regarding Lobbying. There is no required notary format or preference.

Please see revised Section II. B

Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, and ~~Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

Question 14: We did not attend the September 10 preproposal meeting. Before preparing our response, could you please confirm whether attendance was mandatory?

Answer to Question 14: No, attendance at the informational meeting was not mandatory.

Question 15: 2. How we can obtain the complete RFP, addendum and attendance/plan holder list?

Answer to Question 15: Interested contractors can obtain the RFP on the City's website at <https://pocatello.gov/Bids.aspx> or by contacting Christine Howe at 208-234-6186 or chowe@pocatello.gov. The Plan Holders list will be available after the RFP closes and should be requested through the City's Public Records Request portal at: <https://cityofpocatelloid.nextrequest.com/>

Question 16: Whether an Idaho Public Works Contractor License, active SAM/UEI registration or bonding is required?

Answer to Question 16: A Class B City license is required for contractors that are qualified under this RFP. That may be obtained after the RFP submission and prior to contract execution. Contractors must also have an active SAM.gov registration and Unique Entity Identifier (UEI). Bonding is required for obtaining the Class B license and performance and payment bonds will be required on certain jobs. Performance and payment bond requirements will be included in the call/order. Please refer to the RFP for additional insurance, licensing, and bonding requirements.

Question 17: Whether the City expects to award BPAs to multiple qualified contractors?

Answer to Question 17: Yes, multiple awards will be made for this BPA upon technical and pricing evaluations. Please refer to Section VI. Contract Award for additional information.

Question 18: How individual treatment projects will be assigned or competitively quoted?

Answer to Question 18: Future calls/orders for specific projects will be emailed to only the contractors awarded under this BPA. Future calls/orders will include a detailed scope of work and request pricing based on the price proposals submitted under this RFP. The specific call/order will be awarded to the Contractor able to conduct the work for the best price. Contractors may update their line item pricing when submitting a response to a specific call/order as needed. Any proposed updated pricing will require a written justification supporting the revised line item price. This justification may include things such as increased cost due to the complexity of the scope of work conditions, changes in materials costs due to market conditions, changes in labor rates, etc. This information will be included in the contract documents resulting from this RFP.

Question 19: I anticipate each work area having its own advantages and disadvantages. For instance, some areas might be very rocky or have significantly more vegetation to treat than other areas. Some also may be hard to access or require moving material a long distance. Should our proposed pricing reflect ideal conditions with minimal disadvantages? In that case, if a job becomes available for us to do, will we be able to amend the pricing depending on some of the realities of the jobsite? I'm also considering this from the perspective of technical tree removals near homes, which could require a lot of climbing and rigging to create the required defensible space. That kind of work is multiple times more costly than masticating trees away from structures.

Answer to Question 19: Proposal pricing should use the available information included in the RFP for the hypothetical scenarios which include proposed area maps and site conditions, such as imagery and slope. Pricing should account for all work that may be required of the contractor in those areas. The hypothetical scenarios in the RFP are divided into geographic areas and by type of work (ex: primarily on large acreage that is public or groupings of individual private parcels that have limited access) to account for possible variation in specific jobs. Specific scopes of work will be developed for each call/order. Please see answer to Question 18 for details on updating pricing.

Question 20: The required method for submitting the technical and pricing proposals?

Answer to Question 20: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

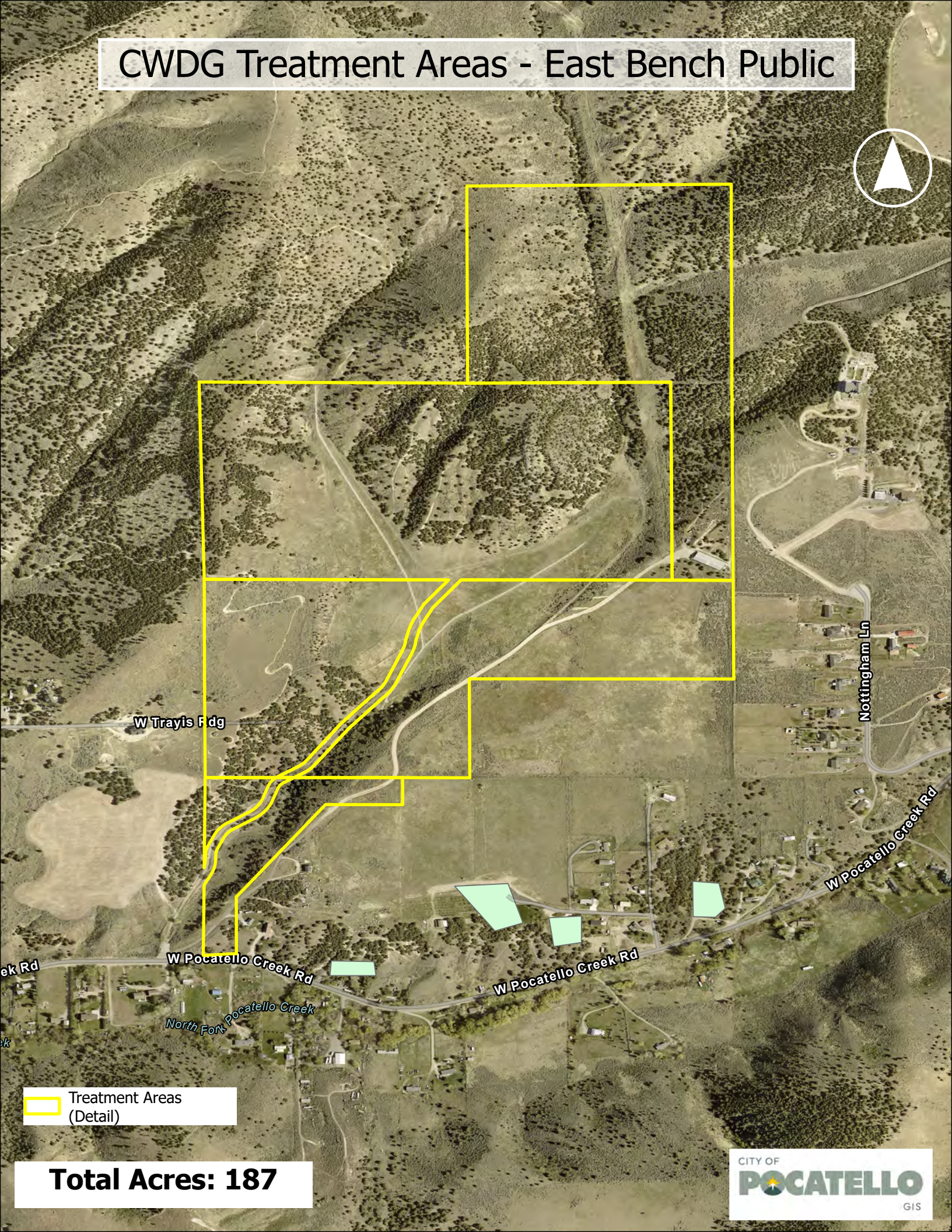
Question 21: The required method for submitting the technical and pricing proposals?

Answer to Question 21: Please refer to Question 8 of this addendum as well as Section II. I. Instructions & Submission Requirements.

Attachment A

REVISED Attachment A – City of Pocatello Hazardous Fuel Treatment 2026-2029
Schedule of Items

CWDG Treatment Areas - East Bench Public



 Treatment Areas
(Detail)

Total Acres: 187

CWDG Treatment Areas - East Bench Private



 Treatment Areas (Detail)

Total Acres: 136

Map C - Unit 3

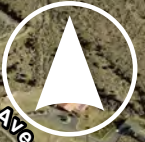
CWDG Treatment Areas - West Bench



 Treatment Areas
(Detail)

Total Acres: 157

CWDG Treatment Areas - Johnny Creek



 Treatment Areas
(Detail)

Total Acres: 46

Attachment D

Pocatello Hazardous Fuel Treatment Technical proposal

Company Introduction-

- Company Name- Upper Valley Contracting
- Company Location- 11716, n 55 e, Idaho Falls, ID. 83401
- Phone number-208-360-2661 (James Kruckeberg)
- Email- uppervalleycontracting@gmail.com
- Website- uppervalley208.com

Upper Valley Contracting is an excavation, land management, and general contractor to the area for 20 years. Upper Valley Contracting is a high production and large volume contractor. We target difficult projects with complex situations that most contractors don't desire. All past work has been completed to government of landowner specification and signed off. All projects have been completed on time and on budget with very few or no change orders needed to complete a project. We have a crew that has years of experience to optimize production. We have recently invested in tethering/winch assist capabilities to help further production in steep terrain. With the current market, safety concerns and labor market issues we are almost entirely mechanized. We are MSHA certified, DOT compliant, carry a class C public works with a B being updated in the near future. Bonding is required for all of our log sales and most contracts with the forest service so we are familiar with that process. We are compliant with OSHA requirements, familiar with SWPP standards, and are experienced in how to mitigate safety hazards and sensitive environmental requirements.

Key Personnel

Project Manager- James Kruckeberg

Project Foreman- James Kruckeberg

Proposed roles and responsibilities'- Depending on volume of work, acreages awarded, timeframe to complete will determine which operators would be with corresponding equipment. All of our employees are trained and qualified to operate the equipment required or desired for the work. See the following resume of all personnel that would be encountered on the proposed project.

1. **Jim Kruckeberg**- Owner/Operator, 35 years of experience in Forestry, agriculture, construction. Equipment experience- Masticator of 10 years, Leveling feller buncher of 10 years, excavator of 20 years, hand faller of 10 years. Tether applications with mastication and bunching of 3 years. Other various pieces of equipment that don't necessarily pertain to this project.
2. **James Kruckeberg**-Foreman/Operator, 15 years of experience in Forestry, agriculture, construction. Equipment experience- Masticator of 10 years, Leveling feller buncher of 10 years, excavator of 10 years. Other various pieces of equipment that don't necessarily pertain to this project. Foreman on construction sites for 10 years on large commercial projects in SE Idaho for arco electric. Foreman on large thinning projects and construction projects for upper valley contracting for 10 years.
3. **Yari Smith**-10 years of experience in Forestry, construction. Equipment experience- Masticator of 10 years, Leveling feller buncher of 4 years, excavator of 10 years, strip mulcher of 4 years. Tether applications with mastication and bunching of 3 years. Other various pieces of equipment that don't necessarily pertain to this project. Employed with UVC 3 years
4. **Levi Dalley**-10 years of experience in Forestry, construction. Equipment experience- Masticator of 8 years, Leveling feller buncher of 4 years, excavator of 8 years, strip mulcher of 4 years. Tether applications with mastication and bunching of 3 years. Other various pieces of equipment that don't necessarily pertain to this project. Employed with UVC 8 years
5. **Kenny Aitken**-8 years of experience in Forestry, construction. Equipment experience- Masticator of 4 years, Leveling feller buncher of 4 years, excavator of 4 years, strip mulcher of 1 years. Tether applications with mastication and bunching of 1 years. Other various pieces of equipment that don't necessarily pertain to this project. Employed with UVC 4 years.
6. **Conner Prestwich**-2 years of experience in Forestry, construction. Equipment experience- Masticator of 4 years, Leveling feller buncher of 4 years, excavator of 4 years, strip mulcher of 1 years. Tether applications with mastication and bunching of 1 years. Other various pieces of equipment that don't necessarily pertain to this project. Employed with UVC 2 years.
7. **Damian Kruckeberg**-2 years of experience in Forestry, construction. Equipment experience- Masticator of 1 years, excavator of 1 years, Hand Faller of 1 year. Tether applications with mastication and bunching of 1 years. Other various pieces of equipment that don't necessarily pertain to this project. Employed with UVC 2 years.
8. **Bryce Oxley**-8 years of experience in Forestry, construction. Equipment experience- Masticator of 8 years, Leveling feller buncher of 1 years, excavator of 8 years, strip mulcher of 5 years.

Tether applications with mastication and bunching of 5 years. Other various pieces of equipment that don't necessarily pertain to this project. Employed with UVC 1 years.

9. **Cody Burton**- Trucking experience for 25 years. Employed with UVC 3 years
10. **Trayton bolinder**- Trucking experience for 5 years. Employed with UVC 3 years.
11. **Spray Tech Solution**- local pesticide and herbicide sub contractor

Equipment List

1. 2018 Volvo 235 excavator- Thumb, triple grousers, FAE drum masticator
2. 2016 Volvo 160 excavator- Thumb, double grousers, FAE drum masticator
3. 2007 Timberpro feller buncher- quadco 22 inch disc saw, AFE disc masticator
4. 2026 Tiger cat 877 feller buncher- tigercat 26 inch disc saw, AFE disc masticator
5. 2026 Tigercat 825 Fellerbuncher/masticator- tigercat drum masticator
6. 2- 2025 weiler B770A- FAE strip mulcher
7. 2022 komatsu 290 w/falcon winch assist system
8. 2025 tigercat 120 winch assist system
9. 2025 twinch 30.2 winch assist system

Handcutting- Kenny, Damian, Bryce

Material disposal- 2020 Vermeer BC1500, 2-2024 kenworth w900 equipped with Side dump trailers with tarps, 2010 peterbuilt 379 end dump with tarp

Chemical Treatment- Spray Tech Solutions

Past Performance

1. **Deerpoint Stewardship**- Boise National Forest/Bogus basin ski resort, 1299 acres of live and dead timber. 4 miles of road construction. Thinning and removal of timber from project to various locations. Roughly 27000 tons of timber to be removed. Operating in steep terrain, tethering, yarding, tractor logging applications. High profile project with multiple aspects that make the project very complex. Lots of public interaction along with private landowners, government officials, and wildlife restrictions. (National Turkey Federation contracting officer Molly Pitts)
2. **Island Park/Ashton mastication**- BLM contracting officer Channing Swan of Pocatello field office, Island Park consisted of 137 acres of lodgepole mastication but due to volume of area the project shifted to logging material out of the project to more economically finish project. Ashton hill consisting of 233 acres of junipers requiring access through private landowner's properties. Work took place throughout the winter until snow conditions did not allow access to project and we were not allowed to plow into the area. No limitations for our equipment in this environment
3. **Wildfires**-15 years of VIPR contracting across the west masticating in all types of terrain and environments for forest service, BLM, IDL, CAL FIRE, and other various government agencies.
4. **Seafoam Road Maintenance- Salmon** Challis National Forest, Contracting Officer Sharon Komalski. 21 miles of road reconstruction, 21 miles of roadside mastication. Project consisted of masticating near streams, campgrounds, hiking trails, and other archeological sites near the frank church wilderness and Stanley Idaho.
5. **ITAFOS**- 90 Acres of timber removal taking place for mining of phosphate. Very steep terrain, spring of 2026, very muddy, tethering, yarding applications. Soda Springs

References-

1. National Turkey Federation- Molly Pitts, (928)521-9474, mpitts@nwtf.net, deerpoint stewardship.
2. Boise National Forest- Mary Keeler, (208)373-4184, mary.keeler@usda.gov, deerpoint stewardship
3. Bureau of Land Management- Ben Dryer, (208) 201-5102, bdyer@blm.gov, Channing Swan Island Park/Ashton Hill mastication
4. Dustin Hagan- ITAFOS, (307)277-5005, dustin.hagen@itafos.com
5. Caribou-Targhee National Forest- Avery Beyer, (208)354-6624, avefry.beyer@usda.gov Blanchard Creek log sale/pine creek pass

Timeline and Schedule

With the current volume of work that we currently have we still have a large part of our schedule to fill in the months November to April due to contract restrictions that don't allow us to work during those months. We are also a large enough business to easily handle more work. We are a local contractor that can mobilize very quickly to the project area with minimal expenses to move our equipment. If work is awarded we can start as early as November 1st of 2026. With our current available equipment we can accomplish around 5 acres a day for each piece of equipment. Depending on awarded amounts we can estimate accomplishing close to 15-30 acres a day depending of density, terrain, and specifications for call orders. We have our own trucks and lowboys to mobilize our equipment. All equipment can be onsite within 24 hrs depending on time of award. Typical start up to an awarded project are as follows....

Weed wash inspection of equipment to verify no noxious weeds are present and equipment is in working order per customer specifications. Foreman and COR walk project area to identify any safety concerns, project priorities and any other items that may not have been covered in the bid process. Equipment is then unloaded and begins working. We typically work Monday through Friday 5am to 5pm, although city limits may require some adjustments to our typical work schedule. We do not work holidays or weekends. Where we are a local contractor we will not need to request to set up camp on site for large projects.

Price Proposal

Prices are estimated using current fuel prices and to date factors. Please understand that if fuel issues continue to rise that it would significantly change prices in every category.

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number (if applicable) of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the related work under the general Contract. Failure to name Subcontractors as required may render any Bid submitted by the Bidder unresponsive and void.

[illegible]

NOTES TO USER

- 1. This form must be included for all bids.*

HERBICIDE TREATMENT SUBCONTRACT AGREEMENT

City of Pocatello Hazardous Fuel Treatment Projects

This Herbicide Treatment Subcontract Agreement ("Agreement") is entered into between Upper Valley Contracting LLC ("Contractor"), Idaho Falls, Idaho, and Spray Tech Solutions LLC ("Subcontractor") for herbicide treatment associated with hazardous fuel reduction work performed under individual City of Pocatello call orders.

1. Scope of Work

Subcontractor will furnish qualified applicators, herbicide, carrier/adjuvants as required, application equipment, personal protective equipment, transportation, and normal application records necessary to perform cut-stump and shrub herbicide treatment.

Treatment will be performed on accessible areas containing freshly cut target stumps/shrubs produced by Contractor's operations. Subcontractor will coordinate with Contractor so treatment can be performed within the timing requirements applicable to the call order and approved treatment plan.

The specific herbicide, mixture, and application method will comply with the applicable product label and any City-approved treatment plan or project requirements.

2. Site Access and Contractor Responsibilities

- Contractor will provide Subcontractor safe and timely access to all areas containing cut stumps/shrubs requiring treatment.
- Cut stumps must remain reasonably identifiable, exposed, and accessible to Subcontractor's applicators. Contractor will coordinate mastication/cutting operations so applicators can reach treated areas within the required treatment window.
- Contractor will provide reasonable notice of anticipated work locations, start dates, production schedule, and changes to the cutting schedule.
- Subcontractor is not responsible for missed or untreatable stumps caused by lack of access, stumps being buried/obscured by mulch or debris, unsafe conditions, or Contractor's production moving ahead without reasonable opportunity for Subcontractor to complete treatment.

3. Pricing

Item	Rate
Cut-stump/shrub herbicide treatment	\$325.00 per treated acre, including up to 200 treated stumps per acre
Density overage	\$1.25 per treated stump exceeding 200 stumps within a treated acre
Mobilization	\$7,500.00 per call order
Daily minimum	\$1,200.00 per licensed applicator on site, per scheduled treatment day

The \$1,200 daily minimum applies per licensed applicator on site, per scheduled treatment day. For each licensed applicator, the minimum is applied in lieu of, and not in addition to, that applicator's allocated per-acre and density-overage treatment charges when those calculated charges are less than \$1,200 for the day. Mobilization is charged separately.

4. Treated Acre and Stump Density

A "treated acre" means an acre, or portion of an acre aggregated for billing purposes, in which Subcontractor is required to perform herbicide treatment on cut target vegetation. The base rate includes up to 200 treated stumps per treated acre. Stumps exceeding 200 within a treated acre will be billed at \$1.25 per additional treated stump.

5. Call Orders and Price Adjustments

This Agreement establishes subcontract pricing parameters for anticipated work. Each call order may be reviewed before mobilization. Pricing may be adjusted by written agreement of Contractor and Subcontractor based on actual acreage, target species, stump density, terrain, access, required chemical or mix, treatment specifications, schedule, remobilization requirements, or other materially different site conditions.

6. Scheduling, Delays, and Standby

The \$1,500 daily minimum per licensed applicator remains applicable when Subcontractor has scheduled licensed applicators and equipment on site and available for treatment but production is reduced because of Contractor scheduling, cutting/mastication delays, equipment breakdowns, access limitations, or other conditions outside Subcontractor's reasonable control. Additional mobilization or return trips outside the planned call-order mobilization will be priced and approved before the additional mobilization when practicable.

7. Measurement and Documentation

Treated acreage and, where applicable, excess stump counts will be documented using mutually reasonable field records, mapping/GPS records, daily production reports, photographs, or other agreed documentation. Contractor may review daily quantities promptly so discrepancies can be resolved while field conditions remain observable.

8. Exclusions and Changed Conditions

Unless specifically included in a written call order, pricing does not include cutting, mastication, mechanical clearing, disposal, traffic control, extraordinary access work, environmental monitoring, or repair of access routes. Material changes in regulatory requirements, City specifications, treatment method, or chemical requirements may require a price adjustment.

9. Weather and Wind Restrictions

Subcontractor will not be required or liable to perform herbicide applications when sustained winds or gusts at the treatment site exceed 15 mph, or when weather or site conditions would make application inconsistent with the herbicide label, applicable law, or safe application practices. Subcontractor does not guarantee herbicide effectiveness, vegetation control, or prevention of regrowth where treatment results are affected by environmental or weather conditions outside Subcontractor's control, including but not limited to wind, rainfall or precipitation occurring before or after application, temperature extremes, drought, frost, humidity, soil moisture, or other environmental conditions. Weather-related stoppages, delays, reduced effectiveness, or need for re-treatment resulting from such conditions do not constitute default by Subcontractor. Any re-treatment requested due to environmental or weather-related conditions will be treated as additional work and billed at the applicable contract rates unless otherwise agreed in writing. The applicable daily minimum remains due for licensed applicators scheduled and on site when work is stopped or materially limited by such conditions.

10. Safety and Site Conditions

Contractor is responsible for providing and maintaining reasonable job site safety precautions for Subcontractor's applicators, including safe separation and coordination between applicators and operating masticators, cutters, vehicles, and other heavy equipment; communication of known site hazards; and safe access to treatment areas. Subcontractor may stop or refuse work when conditions present an unreasonable safety risk to its applicators, without being considered in default. Contractor remains responsible for the operation and safety of its own crews

and equipment, and Subcontractor remains responsible for the conduct and safety practices of its own employees.

11. Payment

Subcontractor will invoice at the end of each week for work performed during that week, based on documented work performed and applicable mobilization, density-overage, and daily-minimum charges. Payment terms are Net 15 days from invoice date. Undisputed amounts remain payable notwithstanding a dispute concerning another portion of an invoice.

12. Term and Termination

This Agreement remains in effect for work issued under the applicable hazardous fuel treatment program unless terminated by either party in writing. Termination does not affect payment obligations for work performed, committed mobilization, or other charges incurred before termination.

13. Entire Agreement; Call-Order Priority

This Agreement, together with any written call-order scope accepted by both parties, constitutes the agreement for Subcontractor's herbicide work. If a call order contains project-specific requirements that conflict with this Agreement, the parties will document the applicable scope and pricing before work begins.

UPPER VALLEY CONTRACTING LLC

By: 

Name/Title: James Kruckeberg/Owner

Date: 9/18/26

SPRAY TECH SOLUTIONS LLC

By: 

Name/Title: Jacob Johnson (Owner)

Date: 9/18/26

**City of Pocatello Community Wildfire Defense Grant (CWDG)
Hazardous Fuel Treatment 2026-2029**

****INSTRUCTIONS: FILL-IN ONLY UNIT PRICES - TOTAL AMOUNTS WILL BE AUTOMATICALLY CALCULATED****

****PLEASE PROVIDE A HARD COPY OF THIS PRICE SHEET AS WELL AS AN EXCEL AND/OR ADOBE PDF ELECTRONIC VERSION WITH SUBMITTAL****

Map Viewer: <https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=39f4cb909c4444fd9de>

UNIT 1 EAST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas - East Bench Parcels > 5 acres

This unit is composed of primarily public or large private parcels located along the east bench of Pocatello. See map A and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$ 550.00	\$ 550.00
2	Mechanical Cutting - Lop and Pile	1	AC	\$ 550.00	\$ 550.00
3	Handcutting Lop and Pile	1	AC	\$ 750.00	\$ 750.00
4	Handcutting and Haul	1	AC	\$ 1,250.00	\$ 1,250.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$ 1,250.00	\$ 1,250.00
6	Material Disposal - Chip and Haul	1	Tons	\$ 1,500.00	\$ 1,500.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$ 325.00	\$ 325.00
8	Re-seeding	1	AC	\$ 125.00	\$ 125.00
9	Signage and Traffic Control	1	N/A	\$ -	\$ -
10	Mobilization	1	N/A	\$ -	\$ -
11	Best Management Practices	1	N/A	\$ -	\$ -
				\$ -	\$ -

UNIT 2 EAST BENCH PRIVATE PARCELS

CWDG Treatment Areas - East Bench Parcels < 5 acres

Unit 2 is composed of privately owned parcels located on the East Bench of Pocatello in the Satterfield and Highland area. See map B and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$ 550.00	\$ 550.00
4	Handcutting and Haul	1	AC	\$ 1,250.00	\$ 1,250.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$ 1,250.00	\$ 1,250.00
6	Material Disposal - Chip and Haul	1	Tons	\$ 1,500.00	\$ 1,500.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$ 325.00	\$ 325.00
9	Signage and Traffic Control	1	N/A	\$ -	\$ -
10	Mobilization	1	N/A	\$ -	\$ -
11	Best Management Practices	1	N/A	\$ -	\$ -

UNIT 3 WEST BENCH LARGE/PUBLIC PARCELS

CWDG Treatment Areas West Bench

Unit 3 is composed of primarily public or large private parcels located along the west bench of Pocatello in and around the City Creek Land Management area. See map #C and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$ 550.00	\$ 550.00
2	Mechanical Cutting - Lop and Pile	1	AC	\$ 550.00	\$ 550.00
3	Handcutting Lop and Pile	1	AC	\$ 750.00	\$ 750.00
4	Handcutting and Haul	1	AC	\$ 1,250.00	\$ 1,250.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$ 1,250.00	\$ 1,250.00
6	Material Disposal - Chip and Haul	1	Tons	\$ 1,500.00	\$ 1,500.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$ 325.00	\$ 325.00
8	Re-seeding	1	AC	\$ 125.00	\$ 125.00
9	Signage and Traffic Control	1	N/A	\$ -	\$ -
10	Mobilization	1	N/A	\$ -	\$ -
11	Best Management Practices	1	N/A	\$ -	\$ -

UNIT 4 WEST BENCH PRIVATE PARCELS

CWDG Treatment Area Johnny Creek

Unit 4 is composed of privately owned parcels located on the West Bench of Pocatello in the Johnny Creek area. See map D and map viewer to view a map of the proposed conditions:

ITEM #		QUANTITY	UOM	UNIT PRICE	AMOUNT
1	Mastication	1	AC	\$ 550.00	\$ 550.00
4	Handcutting and Haul	1	AC	\$ 1,250.00	\$ 1,250.00
5	Material Disposal - Chip and Broadcast	1	Tons	\$ 1,250.00	\$ 1,250.00
6	Material Disposal - Chip and Haul	1	Tons	\$ 1,500.00	\$ 1,500.00
7	Stump & Shrub Treatment with Herbicide	1	AC	\$ 325.00	\$ 325.00
8	Re-seeding	1	AC	\$ 125.00	\$ 125.00
9	Signage and Traffic Control	1	N/A	\$ -	\$ -
10	Mobilization	1	N/A	\$ -	\$ -
11	Best Management Practices	1	N/A	\$ -	\$ -

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 4, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

A virtual informational and instructional meeting for industry and interested contractors will be held on September 10, 2026 at 3:00PM MT. To join the meeting, use the following link:

Join:

<https://teams.microsoft.com/meet/230248156898901?p=JTOfMY4hrvSGIrwUNd>

Meeting ID: 230 248 156 898 901

Passcode: UR2tG7xr

If you are unable to join via virtual meeting or require an accommodation or alternative method to participate, please contact Christine Howe no later than September 8, 2026 by 5:00PM MT.

Addendum # 1:

Administrative/Clerical Changes to RFP language:

1. A form for listing Subcontractors has been added (see Attachment A of this Addendum)
2. The following language changes/clarifications have been added to the RFP language:

Section C. Price Proposal

Schedule of Items

Description of Hypothetical Treatment Unit Conditions (for pricing purposes) -
Assumptions:

JK

REQUEST FOR PROPOSALS - Pocatello Hazardous Fuel Treatments

Date of Addendum: September 15, 2026

RFP Due Date & Time: September 25, 2026 at 3:00 PM M.T.

Addendum # 2

Administrative/Clerical Changes to RFP language:

The following changes to the RFP language have been made in red text:

Please see revised Section II. B (page 7)

10. Proposals must also include the signed Price Proposal page, ~~Certificate of Authority page~~, Certificate of Non-Collusion, Certificate of Tax Compliance, ~~and Certification Regarding Lobbying~~ as provided in this RFP. See Appendices for additional details.

3. MASTER TREATMENT SPECIFICATIONS (page 10)

I. Vegetation Removal

E. Sagebrush, other brush, and noxious/invasive weeds

- Contain mastication to just what is necessary to masticate the "take" trees. Retain as much of the sagebrush and other native brush in the area as possible.
- All Russian Olive trees in project area shall be removed, with **cut** stumps treated with herbicide **between 5 and 10 minutes** of cutting. **For winter to early spring treatment, triclopyr with carrier oil-basal/bark or equivalent shall be applied to cut stump. For late spring (April-May) treatment, Glyphosate concentrate, frill, girdle, or injection: 50-100% concentration (follow label for mixing) or equivalent shall be applied to cut stump.**
- All Siberian Pea shrub within treatment area shall be removed, with **cut** stumps sprayed with herbicide, **such as glyphosate concentrate and triclopyr or equivalent concentrate and mix, between 5 and 10 minutes** of cutting. Provide City with herbicide treatment plan prior to Siberian Pea shrub removal.
- Provide the City with an herbicide treatment plan prior to invasive vegetation removal. Chemical treatment shall be approved by City prior to authorization.

JK

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix A. Price Proposal Form

The undersigned proposes to provide services to the City of Pocatello in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Details of proposed prices are included in the completed Schedule of Items.


Signature (blue ink please)

James Kruckeberg
Printed Name

V.P. of Operations
Title

9-18-26
Date

Upper Valley Contracting
Company Name

uppervalleycontracting@gmail.com
Email

11716 N. 55E
Street

2083602661
Phone

Idaho Falls, ID, 83401
City, State, Zip

N/A
Fax

City of Pocatello – Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Date Issued: August 25, 2026 after 8AM

Appendix B. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF IDAHO

ISS

COUNTY OF Bonneville Bonneville, Teresa Kruckerberg

Kathryn Kruckerberg being first duly sworn, deposes and says that he or she is Owner of Upper Valley Contracting (sole owner, partner, president, secretary, etc.) party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.

Signed: Teresa Kruckerberg

Title: Owner/member

Subscribed and sworn to before me Kelly L Rice
This 21st day of September 2026 (SEAL)



Notary Public in and for the

County of Bonneville

State of Idaho

Residing at 888 E. 17th St Idaho Falls, ID

My Commission expires 2/21/31

Date Issued: August 25, 2026 after 8AM

Appendix C: Affidavit of Payment or Securement of All Taxes

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF Idaho)

:ss

COUNTY OF Bonneville)

Teresa Kruckeberg, being first duly sworn, deposes and
says that (Bidder)

he or she is in conformance with Idaho Code 63-15-2;
affiant (is/is not)

states that Teresa Kruckeberg has paid or secured to the satisfaction
of the (Bidder)

respective taxing units all taxes for which he or his property is liable now due or delinquent
including assessments, excises, and license fees levied by the State of Idaho or any taxing
unit within the State of Idaho or the taxing unit of the applicable state within which the Respondent's
business is located.

Dated this 21st day of Sep, 2026

Signed:

Teresa Kruckeberg

Title:

Owner/member

Subscribed and sworn to before me

Kelly L. Rice

This 21st day of Sep, 2026 (SEAL)

Notary Public in and for the

County of Bonneville

State of Idaho

Residing at 888 E 17th St Idaho Falls, Id

My Commission expires 2/21/31



Date Issued: August 25, 2026 after 8AM

Appendix D: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Project Address: City of Pocatello – 911 N. 7th Ave., Pocatello, ID

Applicable to: **All Contractors and Subcontractors**

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into: Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: 9/21/2026

Signed: Leresa Krueberg

Title: Owner/member

DBA: _____

SUBSCRIBED AND SWORN TO before me this 21st day of September 2026

Kelly L. Rice

Notary Public for

My Commission Expires: 2/21/31



Exhibits

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit A
Notice of Award

Date: _____

Project Address: _____

Owner (if applicable): City of Pocatello

To Bidder: _____
Name DBA
Address Phone #

You are hereby notified that your bid dated _____ for the relevant scope of work has been considered. You are the Successful Bidder and are awarded a Contract for the _____. Your contract will be in the amount of [INSERT BID AMOUNT WRITTEN OUT](\$_____).

Within ____ days of the date you receive this Notice of Award, you must attend a preconstruction meeting and execute all contract documents as scheduled by the Program Manager or other city representative. After contract documents have been fully executed, the City will return to you one copy of the documents.

Funder's Approval: City of Pocatello

Mayor Mark Dahlquist _____
Printed Name Signature Date

Reviewed by City:

Grants Division Manager

Notice Given to Contractor on _____, by ☐ US mail ☐ fax ☒ email ☐ in person ☐ by phone

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit B

PRECONSTRUCTION REPORT

Project Address: _____

I, the undersigned, hereby certify that preconstruction discussions were held prior to the signing of contract documents relating to the above address between the city and myself. I fully understand the procedures to be followed for change orders, requests for payment, and inspections. I understand and agree that the work performed must meet the standards of performance required by the City of Pocatello and the Idaho Department of Parks and Recreation Recreational Trails Program and established by the program specifications, scope of work, and all related contract documents.

Signature of Contractor

Title

Business Name

Date

I, the undersigned, hereby certify that I conducted preconstruction discussions with both the owners and contractor for this site address and fully explained questions/concerns to each party.

Signature of Project Manager

Date

My signature below indicates only that Recreation Trails Program requirements prevail on this project. I further certify that said contractor received an explanation of any additional reporting requirements for the project.

Signature of Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit C

Scope of Work

[Insert call/order scope of work]

Date: _____

Signed: _____

Title: _____

DBA: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit D
CONFIRMATION OF BID/CONTRACTOR'S PROPOSAL

Project Address: _____

Date of Bid Closing Date of this confirmation _____

Property Owner: _____

Contractor acknowledge and confirms that the above listed property has been inspected and, fully understands the work to be completed as described in the scope of work dated _____. The contractor has a clear understanding of other pertinent documents issued as part of the bid package, including the program's general Rehabilitation Specifications, and all applicable local codes. Contractor also agrees that ample opportunity was furnished to verify any unclear portion of said scope.

Contractor agrees to furnish and install all labor, materials, and equipment necessary to accomplish the work, as evidenced in the above referenced documents, on the property shown above for the sum of [INSERT BID PRICE IN WORDS] _____ (\$_____) and hereby understands the Contracts and General Provisions governing this project.

If awarded the Contract, Successful bidders shall have five (5) business days from being notified that they are the apparent low bidder in which to provide evidence of current bonding and licensing, unless otherwise approved by the appropriate City official(s).

The Notice to Proceed will signal when the work will commence and the contractor agrees to complete the work within _____ calendar days after starting the work. If applicable the contractor agrees to follow the following construction schedule by line item:

And that the following subcontractors will be utilized on the job:

Name/ License No. _____

Name/ License No. _____

Name/ License No. _____

Signed: _____

Titled: _____

License No _____ Telephone No. _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit E

Contractor's Non-Collusion Affidavit

Project Address: _____

Being first duly sworn, deposes and says that he/she is _____
(Sole owner, a partner, president, secretary,

etc.)

of _____
Name of Business

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive of sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid nor that anyone shall refrain from bidding; that said bidder has not directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element such as bid price, nor that of any other bidder, not to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract that all statements contained in such bid are true, and, further that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, nor contents thereof, nor divulged information or data relative thereto, nor paid and will not pay a fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Titled: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit F
Certification Regarding Lobbying

Project Address: Upper City Creek Trailhead, Pocatello, ID 83204

Applicable to: **All Contractors and Subcontractors**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an offer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grant, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signed: _____

Title: _____

DBA: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit G
Change Order

Change Order # _____

Date: _____

Project Address: _____

Property Owner: _____

Contractor: _____

The following is a description of changes hereby requested to the contract documents for the above-identified property.

Attach detailed costs; breakdown of each individual component including all materials and labor.

Base Contract Amount \$ _____

Plus Previously-Approved Change Orders \$ _____

List: _____

Plus Change Order Requested Above \$ _____

Revised Contract Amount \$ _____

New Project Completion Date: _____

Contractor Signature: _____

Owner(s) funds are: ☐ adequate ☐ inadequate for this change order

Grants Administrator

The above changes are:

☐ Approved ☐ Rejected

Project Manager: _____

☐ Approved ☐ Rejected

Grants Manager: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel
Treatments

Exhibit H-1

Unconditional Lien Waiver For Materials

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents the amount owed TO DATE for materials which I have secured in regard to the above-referenced contract and property. I further acknowledge and understand that I am to provide a paid receipt for this materials advance prior to any progress payments. I hereby waive any and all liens or rights thereto, arising out of the attached materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-2

**Unconditional Lien Waiver and
Acknowledgement of Progress Payment**

Project Address: _____

In consideration for the payment of \$ _____

I, _____, hereby certify that I am in receipt of this progress payment and that it represents the amount owed to date for all materials and labor which I have furnished in regard to the above-referenced contract and property. I hereby waive any and all liens or rights thereto, arising out of the above-described materials provided or furnished to me under the terms of the said contract through the date indicated below:

Date

Signature of Contractor

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho

My Commission Expires: _____

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit H-3

City of Pocatello
Notice of Completion,
Unconditional Lien Waiver, and
Acknowledgement of Final Payment

Project Address/Legal Description: _____

In consideration for the **final** payment of \$ _____

I, _____, hereby certify that I am in receipt of this payment and that it represents full satisfaction of monies due and owing for all materials and labor which I have furnished in regard to the above-referenced contract and property. All items as appearing on my original bid, addendums if any, and change orders, if any, have been completed in accordance with the contract, applicable building codes, standards, and ordinances. I hereby waive any and all liens or rights thereto, arising out of the labor or materials provided or furnished to me under the terms of the said contract.

Signature of Contractor

Date

Title

DBA

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Idaho, Residing in Pocatello
My Commission Expires: _____

City Staff Review

Project Manager

Date

EXHIBIT I
FINAL INSPECTION/COMPLETION/ACCEPTANCE

Project Address: _____

DATE OF NOTICE TO PROCEED: _____ DATE OF COMPLETION: _____

Contractor: _____

Name

DBA

Address

Phone No.

Owner Certification of Completion/Acceptance:

- 1) Owner certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Owner hereby accepts the work and by such acceptance waives and releases any and all claims or demands of any kind or character whatsoever that Owner may have against Contractor with the exception of any claim which may result from faulty materials or appliances which fail within the warranty period or faulty workmanship which could not be determined at the time of inspection (latent and/or patent defects), and further does hereby release the Contractor from the Contract in that, based upon Owner's inspection and personal examination of the work in progress and as completed, the contractor has fully performed the terms and conditions of said contracts in a workmanlike manner to the satisfaction of the Owner.
- 3) Owner certifies and covenants that all required building inspections have been fulfilled and final inspections and occupancy have been approved.
- 4) Owner acknowledges receipt of any applicable written manufacturers' warranties from the contractor.
- 5) Owner hereby authorizes final payment in the amount of \$_____ on a total final contract of \$_____ be released to the contractor under the terms and conditions of the Agreement between the Owner and Contractor.

Owner(s) Approval: _____

Printed Name

Signature

Printed Name

Signature

Date: _____

Contractor Certification:

- 1) Contractor certifies and covenants that the work involved in the above project and in accordance with all plans and specifications has been fully performed and completed by Contractor in accordance with the Agreement between Owner and Contractor and to the Owner's satisfaction.
- 2) Contractor hereby certifies that the materials, equipment, and appliances provided for the project were new materials (unless specifically identified within the contract), installed in full compliance with all applicable regulations and manufacturers' recommendations.
- 3) Contractor hereby certifies that the work has been completed in accordance with the construction contract and request that final payment (in the amount shown in 5 above) be made and released under the terms and conditions of the Agreement Between Owner and Contractor, which when paid, will be in full satisfaction of monies due and owing under the Contract.
- 4) Contractor hereby guarantees the work performed for a period of one year and certifies that the homeowner has been provided with the original manufacturers' written warranties, where applicable.

Contractor Signature/Title

Date

Project Manager Certification:

The work on the property listed above was performed in accordance with the Scope of Work, Confirmation of Bid/Proposal, and the contract documents for this rehabilitation project. All applicable Building Department inspections have been completed and approved for occupancy. All guarantees and warranties begin as of the completion date indicated at the top of this document.

Project Manager

Date

Grant Administrator Acknowledgement:

The owner(s), contractor(s), and project manager have acknowledged to me the significance of this Notice and I hereby approve this document.

Grant Administrator

Date

City of Pocatello
Portneuf Valley Wildfire Risk Reduction and Education Program Hazardous Fuel Treatments

Exhibit J
Payment Request #_____

City of Pocatello
Planning and Development Services
911 N. 7th Ave, P.O. Box 4169
Pocatello, ID 83205-4169

Date:_____

☐ **Advance**

(Requires Materials List from Vendor with the property Address)

☐ **Progress**

(Paid receipt for materials advance to be attached to first progress payment)

☐ **Final**

(Requires Completed Exhibit L Form)

Project Address: _____

Property Owner: _____

Contractor: _____

CONTRACTOR'S REQUEST FOR PAYMENT: Request is hereby made for payment in connection with the executed contract, as shown below and in the attached Progress/ Inspection Report:

1. Original Contract Amount \$ _____
2. Total Approved Changed Orders \$ _____
 - A. _____
 - B. _____
3. Revised Contract Amount. \$ _____
(Line 1 + Line 2)
4. Previous Payments to Date \$ _____
5. Currently Available Funding \$ _____
(Line 3 – Line 4)
6. Current Payment Request \$ _____
(see attached spreadsheet)
7. Balance of Available Funds Remaining \$ _____

Vendor #	Date
Account #	
Project #	
Amount \$	
Dept. Approval	
Budget Approval	
Group #	Trans #

I hereby certify the foregoing request is just and correct; that the amount claimed is legally due after allowing all just credits, adjustments, and change orders; and that no part of the amount on Line 7 has been previously paid.

Contractor's Signature/Title

Business Name

Project Manager Signature

Grants Division Manager