#15

**AGENDA ITEM NO. _____**

TO: Mayor Dahlquist
City Council

FROM: Christine Howe, Grants Manager - Planning & Development Services Department
Brayden Millward, Parks Superintendent - Parks & Recreation Department

DATE: Meeting of November 19, 2026

RE: Change Order #2 for: Contract - Tree Removal and Pruning at Mountain View Cemetery

The City conducted a request for bids for the Tree Removal and Pruning at the Mountain View Cemetery. The Council approved a contract with Top Notch Tree Service, LLC for a total of $122,500 and authorized the Mayor's signature on all pertinent documents, subject to Legal Department review as well as Change Orders up to 20%. Additional tree work was required at the cemetery and was authorized through Change Order #1 for a total of $24,500.00. After review of available funding and needed work in the northern portions of the cemetery, additional tree work was identified.

This Change Order #2 requests an increase in the contract to conduct additional work up to the available grant funding that remains, totaling $42,500.00. This will result in a revised total contract amount of $189,500.00.

Council may wish to authorize Change Order #2 for $42,500 increasing the total contract price to $189,500.00 and authorize the Mayor's signature on all pertinent documents subject to Legal Department review. Funding for this change order is available in the Urban Community Forestry grant fund.

If you have questions or would like more information, please do not hesitate to contact me at chowe@pocatello.gov or 208-234-6186.

| | |
|---|---|
| To: | City Council and Mayor |
| From: | Matt Kerbs, Deputy City Attorney MK |
| Date: | November 10, 2026 |
| Re: | Change Order #2 for Tree Removal and Pruning at Mountain View Cemetery |

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I have reviewed the above referenced document and have no legal concerns with Council approving the change order with Top Notch Tree Services, and authorizing the Mayor to sign all documents associated with that change order, increasing the total contract price to $189,500.00.

# CONTRACT

## Tree Removal and Pruning at Mountain View Cemetery

This Contract is by and between City of Pocatello (Owner) and Top Notch Tree Service, 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. **Tree Removal and Pruning at Mountain View Cemetery** which includes **tree pruning and removal per specifications in the City of Pocatello Request for Bids: Tree Removal and Pruning at Mountain View Cemetery.**

2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **City-owned land within Mountain View Cemetery located at 1520 S. 5th Ave. in Pocatello ID 83201.**

**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 are to 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.


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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. Request for Bids: Tree Removal and Pruning at Mountain View Cemetery
3. Contractor Submission to Request for Bids
4. Project Map
5. Addenda
6. The following which may be delivered or issued on or after the Effective Date of the Contract:

a. Change Orders

**ARTICLE 3 - PROJECT MANAGER**

3.01 Project Manager

A. The Project Manager for this Project is **the City of Pocatello and their designee.**

**ARTICLE 4 - CONTRACT TIMES**

4.01 Contract Times

A. The Work will be completed and ready for final payment on or before **November 1, 2026.**

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


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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 at the following unit prices for each unit of Work completed:

| Item No. | Description | Price |
|---|---|---|
| 1 | Project Site A: Mountain View Cemetery East Side | $61,250.00 |
| 2 | Project Site B: Mountain View Cemetery West Side | $61,250.00 |
| | TOTAL | $122,500.00 |

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 determined by the Project Manager.

**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 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


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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: | | Statutory |
| Employer's Liability: | | |
| Bodily Injury, each Accident | $ | $1,000,000 |
| Bodily Injury By Disease, each Employee | $ | |
| Bodily Injury/Disease Aggregate | $ | |

   b. Commercial General Liability:

| | | |
|---|---|---|
| General Aggregate | $ | $1,000,000 |
| Products - Completed Operations Aggregate | $ | $2,000,000 |
| Personal and Advertising Injury | $ | $1,000,000 |
| Each Occurrence (Bodily Injury and Property Damage) | $ | $1,000,000 |

   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 | $ | |
| Each Accident | $ | |
| 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


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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.


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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.


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B. 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.


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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.


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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


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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.


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## 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.


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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.


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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


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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.


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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.


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## 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


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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. <u>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.</u>

17.09 Designated Representatives

**CONTRACTOR**
Top Notch Tree Service, LLC
Dirk Anderson
1625 Monte Vista Drive
Pocatello, ID 83201

**OWNER & PROJECT MANAGER**
City of Pocatello
Brayden Millward, Parks Superintendent
911 N. 7th Ave
Pocatello, ID 83201


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

This Contract will be effective on September 3, 2026 (which is the Effective Date of the Contract).

| OWNER: | CONTRACTOR: |
|---|---|
| City of Pocatello | Top Notch Tree Service, LLC |
| 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: |
| | 1625 Monte Vista Drive |
| | Pocatello, ID 83201 |
| | |
| | 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.*** |


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Request for Bids

# CITY OF POCATELLO
# REQUEST FOR BIDS
## Tree Removal and Pruning at Mountain View Cemetery

**LOCATION:** **Mountain View Cemetery, 1520 S. 5th Ave., Pocatello, ID 83205**
**PROJECT MANAGER: Brayden Millward, Parks Supervisor**
**Bid Contact: Christine Howe, Grants Manager**
**Office:** 208-234-6186 **Email:** chowe@pocatello.gov

**BID RELEASE DATE:** **7/17/2026**
**BID DUE DATE:** **8/3/2026 at 4:00 PM M.T.**

**The City of Pocatello is seeking sealed bids from qualified Contractors who are licensed arborists for tree removal and pruning at the Mountain View Cemetery in Pocatello, ID 83201.**

Bidders can mail or hand-deliver the completed City of Pocatello bid forms. Bids can be mailed or delivered to: City of Pocatello, Attn: Planning & Development Services Department, "Tree Removal and Pruning at Mountain View Cemetery" 911 N. 7th Avenue, Pocatello, ID 83201.

**NOTE: The Bid Price Sheets must be filled out completely, signed and returned in a sealed bid package.** A bid may be considered non-responsive if the Bid Price Sheets are incomplete or not sealed. Bidders must complete the total bid price form to be considered responsive.

Section 3, minority- and women-owned businesses are especially encouraged to apply, as are businesses located within the City's municipal boundaries. The City of Pocatello offers a preference for documented Section 3 businesses or individuals on this project. Forms for certification as a Section 3 business or individual can be obtained by calling 208-234-6186.

**This project is funded through a USDA Forest Service Urban Community Forestry (UCF) grant and is subject to all federal, state, and local requirements.**

**MANDATORY SITE VISIT:** A mandatory site visit is scheduled for July 24, 2026 at 3:00PM MT at Mountain View Cemetery, 1520 S 5th Ave, Pocatello, ID 83205.

**QUESTIONS:** Interested bidders must submit questions in writing to Christine Howe at chowe@pocatello.gov. Questions will be accepted until July 27, 2026. All responses to questions will be issued via addendum and posted on the project bid page: https://pocatello.gov/Bids.aspx

**BONDING:** All bids shall be accompanied by a guarantee equal to at least five percent (5%) of the bid amount. This guarantee may be in the form of a bond, certified check or other negotiable instrument. Bid bonds will be accompanied by power of attorney bearing the same date as the bond.

**Fill out all line items on required pages. Bid must be good for 90 days. Bidders may be asked to submit a detailed line item quote accompanying their bids.** The City will select the most responsive and responsible bidder offering the lowest total price. To be considered responsive, bidders must submit a total price for the work. The City may also take into consideration the bidder's capacity to complete the project in a timely manner, and past performance of the bidder.

The City reserves the right to reject any or all bids. Contractors will be notified of the award by email. The contractor selected will be notified of the date and time set for the required preconstruction conference and contract signing. All permits, labor and materials costs must be included in bid. **The successful bidder shall have five (5) business days from being notified that they are the successful bidder, in which to provide evidence of current bonding, licensing and worker's compensation.**

AN EQUAL OPPORTUNITY EMPLOYER I VETERAN'S PREFERENCE

## GENERAL CONDITIONS

**GENERAL:** Contractor agrees to furnish all of the materials, obtain necessary approvals and permits, and perform all of the labor to complete the work being bid. Contractor agrees to perform all work in accordance with applicable City, State, and Federal codes for the total price listed. Contractors working on projects funded by the City of Pocatello's Urban Community Forestry grant funds must meet all requirements of the program. Bids must be good for 90 days. Contractor must save and protect all surrounding property and right-of-way areas. Any damage of any sort must be repaired at Contractor's expense, prior to release of final payment.

**PRE-BID REVIEW & INSPECTION:** Before submitting a bid, Contractor shall carefully examine any specifications, addenda, and plans; visit the work site, including attending the walk-through, if required; verify all measurements; fully inform him/herself as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the bid request. Change orders shall not be granted for anything concerning which the bidder might have fully informed him/herself about prior to bidding.

**WORKERS COMPENSATION:** If contractor or subcontractor plans to use current or new employees for this project, proof of Workers Compensation coverage must be presented for verification before contract is signed.

**TIE BREAKER:** In the event of a low bid tie, the City will reach out to the bidders submitting the low bid and ask for a best and final quote. In the event that no revised bids are received, the low bid shall be the consultant who wins a coin toss to take place within 24 hours of the deadline for best and final bids.

**RESPONSIVE & RESPONSIBLE:** Bidders who comply with all requirements for submittal of bids will be considered "Responsive." Bidders whose past performance or performance on similar projects is satisfactory to the City shall be considered "Responsible." The City will request references from bidders to determine responsible when applicable.

## SCOPE OF WORK

**Project Overview:** The City has assessed tree condition for all trees in the project locations and seeks bids for the prescriptive pruning and removal work identified in the project locations. Additional work may be added to the project location with the selected bidder if treatment required necessitates the work. The project is funded through the U.S. Department of Agriculture Forest Service Inflation Reduction Act – Urban and Community Forestry Grant (U&CF).

Tree Assessment information will be made available online to the awarded bidder for pulling up on a smartphone/tablet in the field. See Project Location Scope of Work Details for the summary of work to be performed.

**TREATMENT SPECIFICATIONS**:

**I. General BMPs:**

1. ISTA Certification and Standards. All work shall be performed by, or under the direct supervision of skilled and qualified ISA Certified Arborists who are familiar with these specifications, and it shall be the sole responsibility of the tree service to see that these specifications are adhered to. All tree work shall be performed according to the most recent ANSI A300 Tree Care Standards. Current ANSI Z133 Safety Standards shall be adhered to at all times. Climbing spurs (aka spikes, hooks, or gaffs) shall not be used unless tree is being removed, or otherwise in accordance with terms identified in ANSI A300 B-2.2 or 4.5.3 and pre-approved by project manager.
2. Signage & traffic control. Contractor shall be responsible for pedestrian and vehicular safety and control within and about the work site, and obtain all permits and bonds required by such regulating agencies, and shall provide all necessary warning devices, barricades, signage, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area as approved by the City of Pocatello.
3. Erosion Control and Spills. Operations shall be conducted to prevent soil and vegetative debris from entering paved roadways or the stormwater system. Limit work in muddy conditions (which may occur in fall/winter freeze-thaw cycles). If soil or debris accumulates on paved roadways or in stormwater facilities, it shall be removed daily. Contractor shall be responsible for appropriate and immediate response to Hazardous Material Spills, including containment, cleanup, and notifying all appropriate agencies.
4. Debris removal. All equipment, tools, wood, trimmings, brush, wood chips or any other form of debris shall be removed by the tree service as well as having the area swept clean of all materials related to the work operation at the end of each working day, unless otherwise specified by work order.
5. Permits and Utility Locates. The Contractor is responsible for all necessary permits and Utility Locates.
6. Equipment Standards. All equipment to be used and work to be performed must be in full compliance with all standards set forth by Occupational Safety and Health Administration (OSHA), American National Standards Institute (ANSI). All equipment and tools used in tree care operations shall be maintained according to manufacturer's recommendations.

## II. Pruning

1. The Contractor is expected to consistently display a thorough knowledge of strong and weak branching structure, as well as the proper pruning techniques that are used to improve branching structure.
2. The extent of pruning will vary depending on species, and the current size and age of the tree.
3. No more than 10% of live healthy canopy should be removed at one time, unless otherwise specified by the Project Manager.
4. All pruning shall be performed in accordance with the American National Standards Institute (ANSI) A300-2023 Standard Practices (a copy of which may be supplied upon request).
5. All pruning shall be conducted in accordance with the "Natural Pruning System" which aims to preserve the characteristic growth pattern and adaptations of each plant (see ANSI A300 Clause 5 C5-Annex B) and will consist of any combination of one (1) or more of the following practices, specified in the Scope of Work:
    a. **Crown Maintenance**, unless otherwise specified by the Project Manager, **s**hall consist of the selective removal of branches one inch and larger at the point of attachment which are dead, dying, damaged, decayed, diseased, weak, crossing, poorly structured, interfering with structures and/or streetlights, stubbed, or otherwise considered hazardous or undesirable for the tree. Subordinate or remove "Co-Dominant Leaders", branches with "Included Bark", crossing and rubbing branches, and upright competitive branches that have the potential to compromise tree structure or health. Incomplete Crown Maintenance (i.e., not pruning out previously described branches) will be considered incorrect pruning and not in accordance with these specifications. Crown Maintenance includes 'Crown Raising.'
    b. **Crown Raising** shall consist of the removal of lower branches of a tree over the street and sidewalk (including in parking lots) in order to provide clearance for vehicular or pedestrian traffic. Generally, clearance for larger trees will be 14 feet or more over the street and 8 feet over sidewalks while also providing an acceptable visual balance of the entire lower canopy. Trees in parks, will require clearance for lawnmowers and other equipment up to 8 feet. Smaller trees which cannot be pruned up to 14 feet over the street are to be pruned to establish as much clearance as possible while maintaining the natural character, structure and visual balance of the canopy.
        i. Low branches that are considered "Temporary Branches" shall be pruned off to the extent that allows for a desired "Permanent Branching" structure to be established at a point that is appropriate for the site the tree is growing in. It is recognized that some trees will not yet have reached a size that allows for the removal of all temporary branches.
        ii. **Crown Restoration** may be necessary if a tree has previously been topped, headed or otherwise damaged by substandard pruning, a storm or vandalism etc. This type of pruning shall be conducted with the objective to redevelop or improve the structure, form and appearance following any such damage and should aim to retain as much as possible, the natural, strong structure of the tree.
    c. **Other types of pruning may be specified, including:**
        i. **Thinning** (the selective pruning to reduce density of branches and foliage) is necessary only for structural or tree health considerations. Known areas of excessive decay or poor structure that have a high risk of failure shall be pruned out or reduced back to

appropriate living tissue unless otherwise approved by project manager to allow for preservation/promotion of wildlife habitat.

ii. **Structural Pruning** is intended to develop or improve plant architecture, and/or structure. It shall consist of removing or reducing branches to develop a strong branching structure throughout the canopy to maximize benefits and value, reduce the potential for future failure and reduce long term maintenance costs.

iii. **Juvenile Tree Pruning** seeks to develop a strong branching structure throughout the canopy that is appropriate for the urban environment and to improve the potential for long-term good tree health. Pruning specifications are the same as "Crown Maintenance" and "Crown Raising" described herein. Often "structural Pruning" is of particular importance with this size tree.

iv. **Preservation Tree Pruning** is similar to "Crown Maintenance" with its primary objective**.** It aims to preserve the vitality of the tree by not removing too much live tissue (no more than 10%) and focuses on reducing risks associated with existing structural defects, dead wood, and overextended limbs. Mature trees seldom require much pruning if they have been managed appropriately throughout their life.

v. Other types of ANSI A300 Standards may be specified including "**Restoration Pruning"** (C5-Annex A A-4.1) or **"Retrenchment (regenerative) Pruning"** (C5-Annex A.A6.1) and **other Specialty Pruning Systems (**ANSI A300 5.3.3).

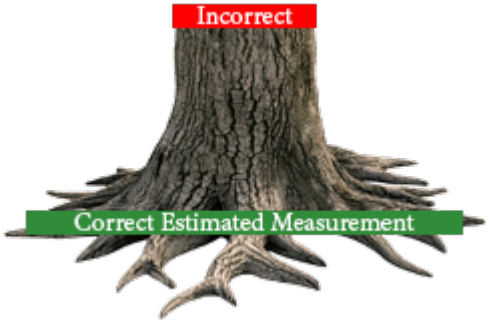
d. If specified by the terms identified in this Scope of Work, it may be appropriate to leave damaged parts or intentionally apply specialized cuts to establish or preserve wildlife habitat.

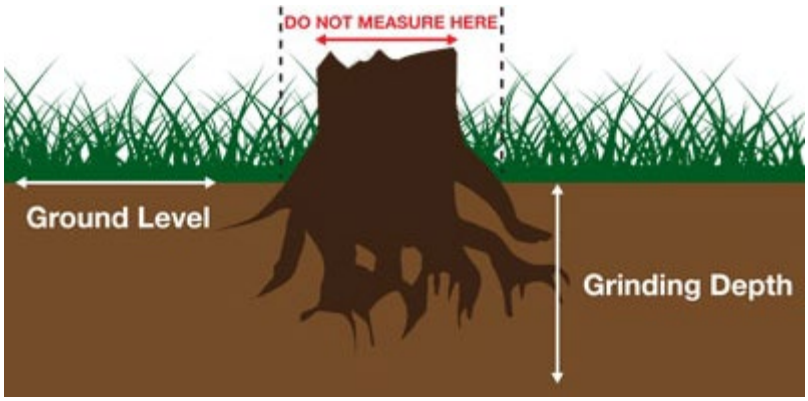
e. **No Lion Tailing** (ANSI A300 5.5.20) or unnecessary thinning shall be done.

f. **NO TOPPING** (as defined by ANSI A300 5.5.21) or similar cutting shall be done at any time. No heading cuts shall be made, no exceptions. Instead, reduction cuts should be used to reduce the weight of heavy or weak branches.

**III. Stump Removal**

1. Tree stumps are to be ground out completely with appropriate equipment, to a minimum depth of twenty-five (25) inches below grade and to sufficiently accommodate the planting of a large "Balled and Burlapped" (B&B) tree in the same location as the tree stump. Roots must be completely separated from the stump and adjacent roots to a size of no more than 3 inches in diameter. All surface roots greater than 2 inches in diameter must be removed.
2. The hole resulting from the stump removal shall be backfilled with the grinding material or soil to a level of two (2) to three (3) inches above the grade to allow for settling. All excess material must be removed from the site and the entire area should be completely cleaned of debris and dirt.
3. Any damage caused by stump removal operations must be repaired by the contractor at contractor's expense and to the satisfaction of the City of Pocatello as soon as possible.
4. The contractor will be required to return to the site to correct any conditions that do not meet the above specifications.




**IV. Material Disposal:**

1. All chips, branches and masticated material must be removed from the project site and disposed of at contractor's expense.
2. If desired, some material may set aside for free firewood, pending approval by Project Manager. If so, it shall be cut into 2-foot lengths (maximum) and left for firewood collection at a designated location (marked by City).

**SEASONALITY, HOURS, AND DAYS OF OPERATION:**

1. Work will take place from 8:00 AM to 6:00 PM or daylight hours, whichever is shorter.
2. Work will not take place on Saturday, Sunday, and/or legal national holiday, unless prior written authorization is obtained.

**NOTIFICATION OF CESSATION OR RESTART OF WORK:**

The Contractor will notify the City's representative whenever he/she intends to cease operations and will notify them before starting operations.

**PERSONNEL REQUIREMENTS**:

1. 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's representative. Failure to maintain a foreman will result in suspension of work until a foreman is provided.
2. Contractor will furnish all tools, labor, supervision, materials, supplies, transportation, training, and incidentals to accomplish work according to specifications.

**LICENSING, INSURANCE AND BONDING REQUIREMENTS**:

1. The crew 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. Certificate of Insurance must be received by the City representative before commencement of work.
2. The Contractor will be responsible for any damages to the property resulting from the contractor's implementation of the contract.

**STOP WORK ORDERS AND PROTECTION OF IMPROVEMENTS:**

1. 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 Representative until other access can be provided.
2. 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.

***SAFETY:*** *All employees of the contractor shall work in a safe and prudent manner. Proper personal protection equipment (PPE) shall be worn at all times.*

**Failure to Provide Services:**

1. 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.
2. The contractor may also be liable for costs associated with finding a new contractor to complete the remaining work.

**PROJECT LOCATION SCOPE OF WORK DETAILS**

**Mountain View Cemetery**

The Selected Contractor will prune and remove selected trees from the Mountain View Cemetery in the sections detailed on the accompanying project map (see Appendix A). This includes pruning and removal of trees on the East and West side of the Cemetery beginning at approximately cemetery section 40 and moving south.

Contractors should inspect the job site prior to bidding to understand the complete scope of work for the proper pruning and removal required. The numbers provided are an approximate number, but pricing should reflect all work, labor, materials, etc. required to complete the requested removal and pruning for each section. The processes used for pruning and removal should comply with the scope of work included in these bid documents as well as meet all state and city standards and codes. All work must be completed no later than November 1, 2026.

Project Site A:

Mountain View Cemetery East Side

Reference Map: Appendix A

Selected Trees:

| **Treatment** | **# of Trees** |
|---|---|
| **Pruning** | 100 |
| **Removal** | 15 |

Project Site B:

Mountain View Cemetery West Side

Reference Map: Appendix A

Selected Trees:

| **Treatment** | **# of Trees** |
|---|---|
| **Pruning** | 100 |
| **Removal** | 15 |

## BID PRICE SHEET (page 1)

The following bid is submitted for furnishing all equipment, materials, and labor for Pocatello Parks Tree Removal and Pruning services. This should also include any permitting or traffic control required.

Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price(s):

| **Project Site A: Mountain View Cemetery East Side** | | | | | |
|---|---|---|---|---|---|
| | Price per Tree | | # of Trees | | Extended Price |
| **Pruning** | $ | x | 100 | = | $ |
| **Removal** | $ | x | 15 | = | $ |
| | | | | TOTAL for Project Site A | $ |

| **Project Site B: Mountain View Cemetery West Side** | | | | | |
|---|---|---|---|---|---|
| | Price per Tree | | # of Trees | | Extended Price |
| **Pruning** | $ | x | 100 | = | $ |
| **Removal** | $ | x | 15 | = | $ |
| | | | | TOTAL for Project Site B | $ |

**Total Bid Price (sum of Project Site A and B): $_____**

## BID PRICE SHEET (page 2)

**Anticipated start date: _____**

**Completion Date: _____**

**Contractor Name: _____**

**Company Name: _____ Phone: _____**

**Address: _____ Email: _____**

**City, State, & Zip Code: _____**

**ISA Certification #_____**

**City License No.: _____**

**State License No.: _____**

**Public Works License No.: _____**

**Subcontractor List:**

If contractor plans to subcontract any part of this work, please list those subcontractor(s) below. If none, please write N/A. Any changes to your list must be approved by the City of Pocatello prior to contract signing. At contract signing, final subcontractor(s) and their license number(s) must be provided. Failure to complete and return this form may render the bid unresponsive and void.

_____

_____

I have reviewed the project description for the ***Tree Removal and Pruning at Mountain View Cemetery*** **and** verified the project bid total before signing this bid.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

| | | |
|---|---|---|
| Authorized Signature | | Date |
| (Printed Name and Title) | | |

REQUIRED ATTACHMENTS TO BE SUBMITTED WITH BID

**Contractors that have not submitted a bid for tree work for the City of Pocatello in the last year shall also provide details on:**

**Statement of Bidder's Qualifications.**

*City may check to determine if references provided support Bidder's ability to comply with the requirements of this Bid Package. City may use references to obtain additional information, break tie scores, or verify any information needed. City may contact any reference (submitted or not) to verify Bidder's qualifications.*

Bidder must have a minimum of three (3) years' experience performing services. Provide 2 references, for projects of similar scope, who can be contacted regarding the quality of service provided in the last 5 years. Information provided shall include:

- Reference name, telephone number and email
- Project name, description (treatment types, size, scope) and year(s).
- Describe key personnel for the project and their relevant experience. Provide anticipated crew size.
- Describe equipment and techniques to be used for completing the project.
- Describe anticipated schedule including anticipated project start and completion date.

Appendix A


Project Boundaries are outlined in red
Project Site A: Mountain View Cemetery East Side
Project Site B: Mountain View Cemetery West Side
Mountain View Cemetery
4773 ft
Red Hill
Ford St
Barton Rd
Fredregill Rd
S 2nd Ave
The Church of Jesus Christ of Latter-day Saints
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community,
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen,
Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

CITY OF POCATELLO

# Request for Bids – Tree Removal and Pruning at Mountain View Cemetery
# Date of Addendum: July 24, 2026
# RFB Due Date & Time: August 3, 2026 at 4:00 PM M.T.

## Addendum # 1:

The mandatory site visit was held on July 24, 2026 at 3:00 PM. Attendees included contractors from: Advantage Tree Care, Intermountain Tree, and Top Notch Tree.

Please see attached link to online project map. Please use corresponding bid document maps for the project areas:

https://pocatello.maps.arcgis.com/apps/instant/sidebar/index.html?appid=b4d1b29ff1624604b1076eaf3bfdc35c

Site Visit Questions:

Question 1: Are we following the color coding/priority trees exactly as shown on the reference map?

> Answer 1: No, the priorities and color coding on the map should be used as a general guide. Contractors should field verify the removals and prunes. Contractors should provide their bid pricing for pruning and removal based on the anticipated cost overall to complete the total number of prunes and removals included in the bid price sheets.

Question 2: Are we bidding as a whole package?

> Answer 2: Yes. The bid award will be based on overall total bid price and be awarded to one firm. Contractors must provide pricing for both East and West Sides to be considered responsive.

Question 3: What are the pruning standards?

Answer 3: Pruning will follow A300 standards and be general maintenance pruning. Contractors should conduct problem branch pruning and may have some structural pruning. No full crown pruning is anticipated.

Question 4: Is there tree removal on the front section?

Answer 4: Yes, there is removal on the front section (closest to S. 5th Ave.) which includes a few removals on the outer edge along the road. Most can be accessed without entry into the roadway. If traffic control is needed, the City should be notified and will coordinate traffic control.

Question 5: Is the removal priority on high traffic areas?

Answer 5: Yes.

Question 6: How will final removals be decided?

Answer 6: The Contractor will meet with City project staff to finalize the removals.

Question 7: Is the contractor responsible for chip removal? What should be done with firewood blocks?

Answer 7: The Contractor is responsible for chip removal. Any firewood blocks can be hauled to the City Horse Pasture site at Ross Park, located along S. 2nd Ave.

Question 8: Will there be more removals outside of the two identified sections?

Answer 8: If there is additional budget available, the City may issue a future task order for additional removals in sections north of those identified. This will be dependent on available budget and timeframe for completion.

Question 9: When will contract start? What is the completion date?

Answer 9: The contract is anticipated to start on September 4, 2026. All work must be completed by November 1, 2026.

Contractor Submission to Request for Bids

## BID PRICE SHEET (page 1)

The following bid is submitted for furnishing all equipment, materials, and labor for Pocatello Parks Tree Removal and Pruning services. This should also include any permitting or traffic control required.

Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price(s):

| **Project Site A: Mountain View Cemetery East Side** | | | | | |
|---|---|---|---|---|---|
| | Price per Tree | | # of Trees | | Extended Price |
| **Pruning** | $ 500.00 | x | 100 | = | $ 50,000.00 |
| **Removal** | $ 750.00 | x | 15 | = | $ 11,250.00 |
| | | | | TOTAL for Project Site A | $ 61,250.00 |

| **Project Site B: Mountain View Cemetery West Side** | | | | | |
|---|---|---|---|---|---|
| | Price per Tree | | # of Trees | | Extended Price |
| **Pruning** | $ 500.00 | x | 100 | = | $ 50,000.00 |
| **Removal** | $ 750.00 | x | 15 | = | $ 11,250.00 |
| | | | | TOTAL for Project Site B | $ 61,250.00 |

**Total Bid Price (sum of Project Site A and B): $ 122,500.00**

**BID PRICE SHEET (page 2)**

**Anticipated start date:** 9/1/26

**Completion Date:** 12/1/26

**Contractor Name:** Dirk R. Anderson

**Company Name:** Top Notch Tree **Phone:** 208 233 8293

**Address:** 1625 Monte Vista Dr. **Email:** topnotchtreedirk@gmail.com

**City, State, & Zip Code:** Pocatello, Idaho 83201

**ISA Certification #** RM0848A

**City License No.:** _____

**State License No.:** _____

**Public Works License No.:** 866174

**Subcontractor List:**

If contractor plans to subcontract any part of this work, please list those subcontractor(s) below. If none, please write N/A. Any changes to your list must be approved by the City of Pocatello prior to contract signing. At contract signing, final subcontractor(s) and their license number(s) must be provided. Failure to complete and return this form may render the bid unresponsive and void.

_____

_____

I have reviewed the project description for the ***Tree Removal and Pruning at Mountain View Cemetery*** **and** verified the project bid total before signing this bid.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Dirk R. Anderson

Dirk R. Anderson - owner
(Printed Name and Title)

Authorized Signature | DRA | Date 8/3/26

REQUIRED ATTACHMENTS TO BE SUBMITTED WITH BID

**Contractors that have not submitted a bid for tree work for the City of Pocatello in the last year shall also provide details on:**

**Statement of Bidder's Qualifications.**

*City may check to determine if references provided support Bidder's ability to comply with the requirements of this Bid Package. City may use references to obtain additional information, break tie scores, or verify any information needed. City may contact any reference (submitted or not) to verify Bidder's qualifications.*

Bidder must have a minimum of three (3) years' experience performing services. Provide 2 references, for projects of similar scope, who can be contacted regarding the quality of service provided in the last 5 years. Information provided shall include:

- Reference name, telephone number and email
- Project name, description (treatment types, size, scope) and year(s).
- Describe key personnel for the project and their relevant experience. Provide anticipated crew size.
- Describe equipment and techniques to be used for completing the project.
- Describe anticipated schedule including anticipated project start and completion date.

References

BelAir Mobile Home Park
Melanie Marowitz
208-244-3225
belaire@elevate-commercial.com

Mobile Home Park +or- 200 trees trimmed or removed

Idaho Mobile Home Parks LLC
Tom DeHart
208-223-8408
idahomobile@gmail.com

Town & Country-Meadows + or - 100 tree trimming & removal

Personnel
Chad Anderson owner 30+ yrs experience
John Talbot- 20+ yrs trimming & equipment operating
2-3 trimmers, aerial lift operators - decades of tree work
6-8 Ground crew members 2-3 yrs experience

Equipment
Boom Truck
Dump Truck
Chipper
Stumper
Chainsaws

Project Map


Project Boundaries are outlined in red
Project Site A: Mountain View Cemetery East Side
Project Site B: Mountain View Cemetery West Side
Mountain View Cemetery
4773 ft
Red Hill
Ford St
Barton Rd
S 2nd Ave
Fredregill Rd
The Church of Jesus Christ of Latter-day Saints
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community,
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen,
Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Addenda (N/A)

Change Order Form

# Tree Removal and Pruning at Mountain View Cemetery
# Change Order

## Change Order # Date:

Project Address: Mountain View Cemetery, 1520 S. 5th Ave. Pocatello, ID 83201_

Property Owner: City of Pocatello_____

Contractor: Top Notch Tree

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

| | |
|---|---|
| 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) loan funds are: X__ adequate ____inadequate for this change order

_____
Program Assistant / Grants Administrator

The above changes are:

☐Approved ☐Rejected Program Manager:_____

DRAFT

**City of Pocatello Change Order**

# Pocatello Parks Tree Removal and Pruning – Tree Removal and Pruning at Mountain View Cemetery

## Change Order #2 Date:10/27/26

Project Address: Mountain View Cemetery, 1520 S. 5th Ave., Pocatello, ID 83201

Property Owner: City of Pocatello

Contractor: Top Notch Tree Services

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

**This change order amends the contract scope to add Item No. 4 and increases the contract price for the following additional trees for pruning and removal at Mountain View Cemetery:**

| Item No. | Description | Price |
|---|---|---|
| 4 | Additional work on the northern ends of Project Site A (East Side) and Project Site B (West side) to remove and prune newly identified hazardous trees (see map) | $42,500.00 |

| | |
|---|---|
| Base Contract Amount | $122,500.00 |
| Plus Previously-Approved Change Orders List: | $24,500.00 |
| Plus Change Order Requested Above | $42,500.00 |
| Revised Contract Amount | $189,500.00 |
| New Project Completion Date: | 11/25/2026 |

Contractor Signature:

Owner(s) loan funds are: X adequate ___inadequate for this change order

Program Assistant / Grants Administrator

The above changes are:

☒ Approved ☐ Rejected Program Manager:

Rev. 8/2021

Google Maps




Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 100 ft