IDAHO FALLS POWER

CONTRACT DOCUMENTS

FOR

2021 LINE CLEARANCE PROJECT

Consisting of:

INVITATION TO BID
INSTRUCTIONS TO BIDDERS
LINE CLEARANCE CONTRACT SPECIFICATIONS
TECHNICAL PROVISIONS
PROPOSAL
CONTRACT FOR CONSTRUCTION (Attached)

OCTOBER 2020 - SEPTEMBER 2021
INSTRUCTION TO BIDDERS

CITY OF IDAHO FALLS

INSTRUCTION TO BIDDERS

Invitation to Bid Number: IF - 21 - 01

INVITATION:

Sealed proposals for Services related to the 2021 Line Clearance Project as described in "Specifications" will be received at the Office of the Purchasing Agent, 308 Constitution Way, Idaho Falls, Idaho 83402 until 11:00 AM on the 18th day of September, 2020, and then will be publicly opened and read. The price page(s) and the signature page(s) of the proposal must be the original, copies or faxed copies are not acceptable and will result in rejection of the bid.

The Envelope containing your proposal must be sealed, show the Invitation to Bid Number, the date and time of opening and your Company name. The envelope should be addressed as follows:

<table>
<thead>
<tr>
<th>Vendor's Name</th>
<th>Mailing Address</th>
<th>OR</th>
<th>Special Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation to Bid #: IF - 21 - 01</td>
<td>City of Idaho Falls</td>
<td>City of Idaho Falls</td>
<td></td>
</tr>
<tr>
<td>Date: September 18, 2020</td>
<td>Purchasing Department</td>
<td>Purchasing Department</td>
<td></td>
</tr>
<tr>
<td>Time: 11:00 AM</td>
<td>PO Box 50220</td>
<td>308 Constitution Way</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Idaho Falls, ID 83405</td>
<td>Idaho Falls, ID 83402</td>
<td></td>
</tr>
</tbody>
</table>

PREFERENCE FOR IDAHO DOMICILED BIDDERS:

In determining the lowest responsible bidder, the City shall consider the preferences for Idaho domiciled public works contractors and Idaho suppliers for purchases as provided in Idaho Code Sections 67-2348 and 67-2349, as currently in force and subsequently amended. The law requires providing a reciprocal preference for Idaho domiciled bidders on purchases of materials, supplies or equipment. The law and any applicable percentage preference is ONLY applicable to bidders domiciled in a state granting THEIR in-state bidders a preference law or a reciprocal preference law. It is not applicable to domiciled bidders in states without a preference law or a reciprocal preference law. Bidder shall indicate on the signature page, in the space provided, the bidder’s state of domicile. If a bidder is domiciled outside the State of Idaho and desires to be considered as an Idaho domiciled bidder, he shall indicate this on the signature page, in the space provided.

If the bidder indicates that he is domiciled outside the State of Idaho and that he desires to be considered as an Idaho domiciled bidder, he shall provide information with the bid sufficient to establish a significant Idaho economic presence as defined in Idaho Code Section 67-2349, as currently in force and subsequently amended. Proposals received without this information will be considered invalid. If the bidder is domiciled in a state with a bid preference penalty, the bidder shall provide information with the bid concerning the bidder’s state of domicile, the amount of the bid preference penalty in his state and a copy of the applicable code section with respect thereto. Failure to provide such information may result in rejection of the bid.

GENERAL:

The intention of the specifications is to describe the transformers in sufficient detail to secure bids on comparable equipment and/or product. Unit and/or Product bid shall meet or exceed specifications listed. Proposal to be submitted on forms furnished.
The original bid documents may be duplicated and/or faxed for Bidder to obtain additional copies, however the submitted bid proposal of the price page(s) and the signature page(s) must be the original entries and signature of the Bidder, copies or faxed copies are not acceptable and will result in rejection of the bid. Please sign with BLUE ink.

The City of Idaho Falls Purchasing Department may be reached by calling 208-612-8433.

**WARRANTY/LITERATURE:**

A complete copy of factory and/or dealer’s warranty must accompany bid proposal. The bidder shall also indicate where and who will perform necessary warranty work. The bidder will also need to include a copy of the manufacture’s descriptive literature of the proposed equipment.

**CERTIFICATE OF ELIGIBILITY:**

The successful Bidder shall be required to execute a Certificate of Eligibility (See attached) as a condition for the award of this Bid / Contract.

**INTERPRETATIONS:**

Interpretations, corrections and changes of the bid proposal will be made by Addendum. Addendums will be faxed, mailed or delivered to all parties recorded by the Purchasing Department as having received the bidding documents. Interpretations, corrections and changes of the bid proposal made in any other manner will not be binding, and Bidders shall not rely upon them.

**TERMS AND CONDITIONS:**

This formal bid document and subsequent Purchase Order are to be considered the City's sole terms and conditions. Bids submitted with any additional terms and conditions may not be considered.

**BASIS OF AWARD:**

The award of the bid will be made to the responsible bidder submitting the responsive bid which will best serve the interest and requirements of the City of Idaho Falls. The proposals will be evaluated for compliance with the specifications furnished by the City of Idaho Falls. The contract will be awarded to the bidder submitting the lowest responsive bid based upon the bid evaluation method set forth in the paragraph entitled “BID EVALUATION”. In the Bid Evaluation the City of Idaho Falls reserves the right to consider the proposal on the basis of the lowest total cost and delivery date to the City of Idaho Falls and divide quantities as needed dependent on delivery date options.

**BID IRREGULARITIES:**

If the proposal form furnished is not used or is altered or if there are unauthorized additions, conditional bids, or irregularities of any kind, which make the proposal incomplete, indefinite, irregular, or ambiguous; the proposal may be rejected. Proposals received without the signature of a Company representative under the heading **BID PROPOSAL SIGNATURE** will be considered invalid. The City of Idaho Falls reserves the right to accept or reject any or all proposals, to waive any or all proposals, to waive any informalities and irregularities in said proposals, and to accept individual bid items.
TERM OF BID AND BID AWARD:

The Bidder’s proposal shall remain in effect for a period of 60 working days after the bid opening. If awarded the Bid, the successful Bidder will comply with the terms and conditions of the Bid Documents and subsequent Purchase Orders through the period of time as listed above. The City of Idaho Falls reserves the right to purchase any or all of the items as listed.

The City of Idaho Falls along with any other government public entity reserves the right to purchase another unit(s) and/or item(s) per this bid proposal at a later date should the need arise and if the seller agrees to same pricing.

DISCLAIMER:

The City of Idaho Falls reserves the right to accept or reject any or all proposals, to waive any or all proposals, to waive any informalities and irregularities in said proposals, and to accept individual bid items.
WORK INCLUDED

The project for which bids are invited consists of tree maintenance work on Idaho Falls Power’s (IFP) transmission and distribution lines (line clearance) and incidental work in connection therewith for the City of Idaho Falls, Idaho in strict accordance with the contract documents.

Proposals will be received as follows:

FAMILIARIZATION WITH THE WORK

Before submitting his bid, each prospective Bidder shall familiarize himself with the Work, the site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment for lack of such familiarization.

TAXES AND PERMITS

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against Owner or Contractor in connection with the Work shall be paid by Contractor. The bid prices shall include all such taxes and the costs of all required permits.

No statement made by any officer, agent or employee of the Owner in relation to the physical conditions pertaining to the site of the work will be binding on the Owner.

INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS

If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any part of the Specifications or other proposed Contract Documents, bidder may submit to Idaho Falls Power, a written request for an interpretation thereof. Written request must be received at least ten working days before bid opening. Any interpretation or change in said Contract Documents will be made only in writing, in the form of Addenda, to the Documents that will be furnished to all registered holders of Bidding Documents. Bidders shall submit with their PROPOSALS, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.
PERFORMANCE BOND AND PAYMENT BOND

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) Calendar days after the opening of bids.

The Bidder agrees that he will execute this Contract with the City of Idaho Falls, and will further deliver to the City of Idaho Falls security for faithful performance of the Contract in the full amount of the Contract amount and security for the protection of persons supplying labor or materials for the Contract in the full amount of the Contract amount within ten (10) days after receipt of notification of acceptance of his Proposal. The contract must be submitted with the completed performance and payment bond information as set forth in the forms of “Performance Bond” and “Payment Bond” in these documents and accompanied by a Certified Check or Cashier’s Check drawn on a bank in good standing; Performance and Payment bond issued by a Surety authorized to issue such bonds in the State of Idaho; or Government Obligations, as defined under Idaho Code Section 54-1901 (2) (h), payable to the City of Idaho Falls, Idaho.

See Attachment “A” attached to the Performance Bond and Attachment “A-1” attached to the Payment Bond.

PREPARATION OF PROPOSALS

The bidder shall submit his Proposal on the forms furnished by the City of Idaho Falls. All blank spaces in the Proposal form shall be properly filled in. Any blank not otherwise filled in shall be marked “N/A” by bidder. If the Proposal is made by a partnership, it shall contain the names of each partner and shall be signed in the firm name, followed by the signature of the person signing. If the Proposal is made by a Corporation, it shall be signed by the name of the corporation, followed by the written signature of the officer signing, and the printed or typewritten designation of the office he holds in the corporation. All signatures page(s) must be the original signatures of the Bidder. The address of the bidder shall be typed or printed in the Proposal.

Proposal amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

PROHIBITION OF ALTERATIONS

Except as otherwise provided herein, Proposals which are incomplete or which are conditioned in any way, or which contain erasures, alterations, or items not called for in the Proposal, or which are not in conformity to the law, shall be rejected as nonconforming or non-responsive.

The Proposal form invites bids on definite Specifications; only the amounts and information asked for on the Proposal form furnished will be considered as the bid. Each bidder shall bid upon the work exactly as specified and as provided in the Proposal form. The bidder shall bid upon all alternates indicated on the Proposal form as provided therein. When bidding on an alternate for which there is no charge, the bidder shall write the words “No Charge” in the space provided in the Proposal form.

No oral or telephonic Proposals or modifications will be considered.
SUBMISSION OF PROPOSALS

Each Proposal shall be completely sealed in a separate package, properly addressed to the Purchasing Agent of City of Idaho Falls, Idaho, with the name of the bidder and the project written on the outside of the package.

The Envelope containing your proposal must be sealed, show the Invitation to Bid Subject and the date and time of opening.

Invitation to Bid Subject: 2021 Line Clearance Project
Date: 4 September 2020
Time: 11:00 AM MDT

Proposals sent through the mail must be addressed as follows:

City of Idaho Falls
Office of the Purchasing Agent
308 Constitution Way
Idaho Falls, Idaho 83402

Bids must be received and time stamped prior to the time and place stated in the advertisement for Bids.

MODIFICATION OF PROPOSALS

Modification of Proposals already received will be considered only if the request for the privilege of making such modification and the modifications are made prior to the scheduled closing time for receipt of Proposals. All modifications must be made in writing over the signature of the bidder. No telephonic modifications will be considered.

WITHDRAWAL OF PROPOSALS

At any time prior to the scheduled closing time for receipt of Proposals, any bidder may withdraw his Proposal, either personally or by telegraphic or written request. If withdrawal is made personally, proper receipt will be given therefore.

After the scheduled closing time for the receipt of Proposals, or before award of Contract, no bidder will be permitted to withdraw his Proposal unless said award is delayed for a period exceeding thirty days. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

OPENING OF PROPOSALS

At the time and place set for the opening and reading of Proposals, each and every Proposal (except those which may have been withdrawn in accordance with above “Withdrawal of Proposals”) received prior to the scheduled closing time for receipt of Proposals will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposals.

REJECTION OF PROPOSALS

The Owner reserves the right to reject any and/or all Proposals, and also reserves the right to waive any informalities in connection with Proposals or Bids. If any bidder is interested in more than one Proposal, all Proposals in which such bidder is interested shall be rejected. If the
Proposals include a supplemental schedule of predetermined unit prices for labor and materials, or other items for the purpose of establishing a cost basis on unforeseen Contract changes, the Owner reserves the right to reject, without impairing the balance of the proposal, any or all such predetermined unit prices on such supplemental schedules which the Owner may consider excessive or unreasonable.

**AWARD OF CONTRACT**

Owner shall award a contract to the Bidder whom, in Owner’s judgment, is the lowest responsive, responsible Bidder. Owner reserves the right to reject all Bids, to waive informalities, and to reject nonconforming or conditional Bids.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid Form. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment), and may reject the Bid of any Bidder who does not pass any such evaluation to Owner’s satisfaction. If the contract is awarded, Owner shall give the apparent successful Bidder a Notice of Award within thirty (30) days after the date of the Bid opening.

**VENDOR/CONTRACTOR’S INSURANCE:**

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Vendor/Contractor under terms of the Contract. The Vendor/Contractor shall procure and maintain at their own cost and expense any additional kinds and amounts of insurance that in their judgment may be necessary for their proper protection in the prosecution of the work. Self insurance by the Vendor/Contractor will not be acceptable.

The Vendor/Contractor shall not commence work under the Contract or under any special condition until they have obtained all insurance and all necessary permits as required in the following paragraphs, and until such insurances have been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurances required of the subcontractor have been obtained and approved.

Notice to Proceed/Purchase Order shall not be issued until the Contractor has furnished to the City a Certificate of Insurance executed by insurance companies authorized to do insurance business in Idaho certifying that policies of insurance as required by the Contract have been duly issued to the Contractor (and its subcontractors where required). This paragraph applies to all insurance required by the Contract, including, but not limited to, Worker’s Compensation Insurance.

**WORKER’S COMPENSATION INSURANCE:**

The Vendor/Contractor shall take out and maintain during the life of this Contract, Worker’s Compensation Insurance for all of their employees, employed at the site of the project and in case of any work that is sublet, the Vendor/Contractor shall require the subcontractor, similarly, to provide Worker’s Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the Vendor/Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project, is not protected under Worker’s Compensation statutes, the Vendor/Contractor shall provide and shall cause such subcontractor to provide compensation insurance with a private company in an
amount equal to that provided by the Worker’s Compensation statute for the protection of his employees not otherwise protected.

**PUBLIC LIABILITY AND OTHER INSURANCE:**

The Vendor/Contractor shall obtain and keep in force during the term of the Contract, Public Liability and Property Damage Insurance in companies and in a form to be approved by the City. Said insurance shall provide coverage to the Contractor, any subcontractor performing work provided by this Contract, and the City. The City shall be named as an additional insured on said policy insofar as the work and obligations performed under the Contract are concerned. The coverage so provided shall protect against claims for personal injuries, including accidental death as well as claims for property damages, which may arise from any act or omission of the Vendor/Contractor or the subcontractor, or by anyone directly or indirectly employed by either of them. The minimum policy limits of such insurance shall be as follows:

**CERTIFICATES OF INSURANCE REQUIRED FOR:**

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Minimum Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>(statutory)</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>($100,000.00 minimum)</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>($500,000 minimum combined single limits for bodily injury &amp; property damage)</td>
</tr>
</tbody>
</table>

Contractor agrees to pay all State sales and use taxes.

**CERTIFICATE OF ELIGIBILITY**

As part of the bid proposal, each bidder shall execute under oath the Certificate of Eligibility contained in these documents. If a bidder is unable or unwilling to execute the Certificate of Eligibility the bidder must explain in writing the reasons why he or she is unable or unwilling to execute the Certificate of Eligibility. Space is provided for this purpose on the Certificate of Eligibility. If the Certificate of Eligibility is not executed by a bidder and the bidder does not explain why it has not been executed, the bid shall be rejected by the City as nonconforming and non-responsive.

**FUNDING**

This Public Works project is not financed in whole or in part by federal funds.
LINE CLEARANCE CONTRACT SPECIFICATIONS

Part I: GENERAL PROVISIONS:

Scope of Services

To provide all supervision, labor, tools, equipment, and services required to assemble one crew, as defined below, to perform tree maintenance work including but not limited to: trimming, pruning, removal and stump grinding; data collection, data entry into a Management software reporting system; cataloging, inventorying, and treatment in the City of Idaho Falls, Idaho, for Idaho Falls Power.

Qualifications of Bidders

Bidding on this contract shall be limited to individuals, partnerships, and corporations actively engaged in the field of line clearance tree trimming. Bidders shall derive a majority of their income from powerline clearance tree trimming work and shall demonstrate competence, experience, and financial capability to carry out the terms of this contract. Idaho Falls Power may require proof of these qualifications. Bidders shall have actively been performing powerline clearance tree trimming work for public or private electric utilities for a minimum continuous duration of five (5) years prior to the bid opening date. All bidders must have in their possession, or available to them by formal agreement at the time of bidding, any trucks, chippers, stump grinders, hand tools, aerial lifts, and other equipment or supplies necessary to perform the work as outlined in these specifications. A minimum of a fifty-five (55) foot aerial certified lift, a chippers, and one pick-up.

Safety Standards

All equipment to be used and all work to be performed must be in full compliance with the most current revision of the ANSI Z-133.1 standard for tree care operations and ANSI A300 Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices. These standards are made part of this contract by this reference.

The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the worksite and shall provide the necessary warning devices, barricades, and ground personnel required to insure the safety, protection, and warning of persons and vehicular traffic within the area.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City, and coordination with appropriate departments has been established. Traffic control is the responsibility of the Contractor and shall be in compliance with City, State, County, and local highway construction codes.

Liability for Damage to Property and/or Plant Material

Climbing gaffs, spurs, or spikes are not to be used on trees to be pruned.

Any damage to trees or property caused by the Contractor is to be repaired immediately, at no additional expense, to the satisfaction of the City.

Trees damaged beyond repair are dealt with in one of two ways: either they are removed completely and replaced with a tree of size and species acceptable to the City, or the dollar value of such damaged trees will be deducted from monies owed to the Contractor.
The dollar value of the damage will be determined by a qualified arborist, acceptable to both the City and the Contractor, (whose expenses shall be shared by both parties).

**Discontinuance of Work**

Any practice, obviously hazardous, as determined by the City, shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice to discontinue such practice.

**Observance of Laws, Ordinances, and Regulations**

At all times during the term of this contract, the Contractor shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with A1J decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal statutes, rules, and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

**Protection of Overhead Utilities**

Tree trimming and removal operations may be required in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all damage claims resulting from contract operations. The Contractor shall make arrangements with the utility for removal of any limbs or branches which conflict with overhead conductors and may create a hazardous situation during the course of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

**Protection of Underground Utilities**

The Contractor shall be responsible for contacting the appropriate utilities for location of any underground utilities situated in the work area, which could be damaged by the Contractor’s operation. If the Contractor has properly contacted the utilities in sufficient time to arrange for location and protection of underground services, delays encountered by the Contractor in waiting for the utility companies to complete its work shall not be the responsibility of the Contractor.

**Location and Schedule of Work**

The locations to be trimmed will be based on specific electric circuits (feeders) as shown on maps provided by IFP. The City reserves the rights to change, add, or delete areas or quantities of trees to be trimmed as it deems to be in its best interest. The amount of tree trimming to be performed is dependent upon the total amount of funds budgeted for tree trimming. The City shall notify the Contractor of the areas to be trimmed, and the total amount of the annual trimming budget, which shall not be exceeded by the Contractor. Trimming operations shall commence no later than 30 days after contract has been awarded and shall continue until completion. Unless otherwise authorized by the City, failure of the Contractor to comply with the approved trimming schedule shall be sufficient cause to give notice that the Contractor is in default of the contract.

**Coordination of Work**

If separate Contractors perform the pruning, removal, and stump grinding operations involved in this contract, they alone are responsible for coordination of their work schedules.
Cleanup

All debris from tree trimming, tree removal, and stump operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. All lawn areas shall be raked, all streets and sidewalks swept, and all brush, branches, and logs shall be removed from the work site. Work areas are to be left in a condition equal to that which existed prior to the commencement of forestry operations. It shall be the responsibility of the Contractor to remove and dispose of in a proper and acceptable manner, all logs, brush, and debris resulting from the tree maintenance operations.

Licenses and Permits

The Contractor shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. This shall include lane closure permits and other needed authorization to conduct tree maintenance operations on all rights-of-way. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

Execution of Contract

The successful bidder shall, within 10 calendar days of having received written notification of his selection as the successful bidder, enter into contract with the City using the form provided within the bid documents. All bonds, indemnities and insurance requirements must be submitted within this time period. The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by representatives of the City, or other persons.

Subcontracts

The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subcontractor, if approved, shall be bound by the conditions of the contract between the City and the Contractor, and will be required to perform in accordance with all contract specifications including possession of a valid Idaho Public Works Contractors License. However, any directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

Working Hours

The Contractor will schedule work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday unless authorized by the City to do otherwise. However, work shall not exceed 40 billable hours per week or incur overtime without authorization from Idaho Falls Administrative staff.

Supervision

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City’s authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.
**Work Crew Supervision**

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract, unless such directives create a safety hazard or potential for personal injury.

**Typical Work Crew**

Contract Tree Crew shall consist of:

- Qualified Foreman (working foreman)
- Qualified Trimmer
- Qualified Apprentice Trimmer or Ground Person
- 55’ Aerial lift w/chip box
- Chipper
- Pickup
- Misc. Tools & Equipment for trimming/removing trees

**Payments**

Partial billing is acceptable on a bi-weekly or monthly basis. Payment is made according to actual number hours worked, since these totals may vary from estimated quantities. Invoicing shall itemize services using the rates bid in the pricing sheet. Invoicing for services, products or personnel not included in the pricing sheet will not be billed to the City without prior approval from Idaho Falls Power Administrative staff. Ten percent (10%) of each invoice is withheld until the Contractor’s work is completed to the satisfaction of the City.

**Indemnification**

The Contractor agrees to indemnify, hold harmless, and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed hereunder. This indemnity provision shall not apply in cases where the Contractor has not been provided with timely notice, nor shall the Contractor be liable to the City for any settlement of any complaint affected without the prior written consent of the Contractor. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contact with the City’s trees by persons (other than employees of the Contractor engaged in the work contemplated by this Agreement) who are in or about such trees.

**Part II: TECHNICAL PROVISIONS:**

A. Tree Pruning

1. Pruning will be done in accordance with the latest revision of the ANSI A300 Standard, which is hereby made a part of these specifications.

2. The pruning objectives will be decided by the City, and will be indicated in the specific bidding documents.
3. It shall be the responsibility of the Contractor to make special arrangements with the utility companies to determine sufficient clearance around electric, telephone, and/or cable television aerial facilities.

4. All pruning shall be done in a manner so as not to endanger the aerial facilities or persons working on this project.

B. Working in Proximity to Electrical Hazards

1. An inspection shall be made by a qualified tree worker to determine whether an electrical hazard exists before climbing, or otherwise entering, or performing any work in the tree.

2. Only a qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is found that an electrical hazard exists. A qualified line-clearance tree trimmer is a tree worker who, through related training and on-the-job experience, is familiar with the special techniques and hazards involved in powerline-clearance trimming and has demonstrated his/her ability in the performance of the special techniques involved. A trainee shall be under the direct supervision of qualified personnel.

3. There shall be a second qualified line-clearance tree trimmer or line-clearance tree trimmer trainee within vision or voice communication during line-clearance operations aloft when:
   a. The line-clearance tree trimmer or line-clearance trainee must approach more closely than 10 feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts.
   b. Branches or limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact.
   c. Roping is required to remove branches or limbs from such conductors or apparatus.

   This does not apply to utility workers engaged in tree trimming incidental to their normal operation.

4. Line-clearance tree trimmers and line-clearance tree trimmer trainees shall maintain the following clearances from energized conductors given in Table 1.

5. Ladders, platforms, and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor and shall be subject to the working requirements in tables 1 and 2.

6. If an aerial lift device contacts an electrical conductor, the aerial device and attached equipment (such as a chipper) shall be considered as energized, and contact with the truck shall be avoided except where emergency rescue procedures are being carried out. Emergency rescue operations should only be performed by trained persons familiar with electrical hazards.
Table 1: Minimum working distances from energized conductors for qualified line-clearance tree trimmers and qualified line-clearance tree trimmer trainees

<table>
<thead>
<tr>
<th>Nominal voltage KV phase to phase</th>
<th>Includes 1910.269 Elevation factor, sea level to 5000ft(^1)</th>
<th>Includes 1910.269 Elevation factor, 5001 to 10,000ft(^1)</th>
<th>Includes 1910.269 Elevation factor, 10,000 to 14,000ft(^1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ft-in</td>
<td>M</td>
<td>Ft-in</td>
</tr>
<tr>
<td>0.05 – 1.0</td>
<td>Avoid</td>
<td>Contact</td>
<td>Avoid</td>
</tr>
<tr>
<td>1.1 – 15.0</td>
<td>2-04</td>
<td>0.71</td>
<td>2-08</td>
</tr>
<tr>
<td>15.1 – 36.0</td>
<td>2-09</td>
<td>0.84</td>
<td>3-02</td>
</tr>
<tr>
<td>36.1 – 46.0</td>
<td>3-00</td>
<td>0.92</td>
<td>3-05</td>
</tr>
<tr>
<td>46.1 – 72.5</td>
<td>3-09</td>
<td>1.14</td>
<td>4-03</td>
</tr>
<tr>
<td>72.6 – 121.0</td>
<td>4-06</td>
<td>1.37</td>
<td>5-02</td>
</tr>
<tr>
<td>138.0 – 145.0</td>
<td>5-02</td>
<td>1.58</td>
<td>5-11</td>
</tr>
<tr>
<td>161.0 – 169.0</td>
<td>6-00</td>
<td>1.83</td>
<td>6-10</td>
</tr>
<tr>
<td>230.0 – 242.0</td>
<td>7-11</td>
<td>2.41</td>
<td>9-00</td>
</tr>
<tr>
<td>345.0 – 362.0</td>
<td>13-02</td>
<td>4.02</td>
<td>15-00</td>
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<tr>
<td>500.0 – 550.0</td>
<td>19-00</td>
<td>5.80</td>
<td>21-09</td>
</tr>
<tr>
<td>765.0 – 800.0</td>
<td>27-04</td>
<td>8.34</td>
<td>31-03</td>
</tr>
</tbody>
</table>

\(^1\) Exceeds phase-to-ground; elevation factor per 29 CFR 1910.269

Table 2: Minimum approach distances to energized conductors for persons other than qualified line-clearance tree trimmers and qualified line-clearance tree trimmer trainees

<table>
<thead>
<tr>
<th>Nominal voltage KV phase-to-phase</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ft-in</td>
</tr>
<tr>
<td>0.0 – 1.0</td>
<td>10-00</td>
</tr>
<tr>
<td>1.1 – 15.0</td>
<td>10-00</td>
</tr>
<tr>
<td>15.1 – 36.0</td>
<td>10-00</td>
</tr>
<tr>
<td>36.1 – 50.0</td>
<td>10-00</td>
</tr>
<tr>
<td>50.1 – 72.5</td>
<td>10-09</td>
</tr>
<tr>
<td>72.6 – 121.0</td>
<td>12-04</td>
</tr>
<tr>
<td>138.0 – 145.0</td>
<td>13-02</td>
</tr>
<tr>
<td>161.0 – 169.0</td>
<td>14-00</td>
</tr>
<tr>
<td>230.0 – 242.0</td>
<td>16-05</td>
</tr>
<tr>
<td>345.0 – 362.0</td>
<td>20-05</td>
</tr>
<tr>
<td>500.0 – 550.0</td>
<td>26-08</td>
</tr>
<tr>
<td>785.0 – 800.0</td>
<td>35-00</td>
</tr>
</tbody>
</table>
C. Tree Removal – Working Procedures

D. Trees shall be removed in accordance with accepted industry standards and based on the following minimum requirements:

1. Extreme care shall be taken to prevent limbs, branches, and trunks from falling and causing damage to adjacent homes, driveways, sidewalks, streets, and other property, both public and private.

2. Limbs and branches larger than four (4) inches in diameter shall be lowered to the ground by the use of ropes or other mechanical devices.

3. Stumps shall not be left higher than three (3) inches above the ground level unless specifically requested by the property owner.

4. Debris and logs shall not be left on the public right-of-way overnight.

5. Unless otherwise directed by the City, the Contractor shall be responsible for the proper removal and disposal of all logs, brush, and debris resulting from the tree removal operation.

E. Stump Removal

1. Working Procedures

   a. The Contractor may be responsible for grinding stumps to a depth of four (4) inches below grade at the discretion of the City under certain circumstances.

   b. Chips and residue can be returned to the hole. The area shall be crowned at least two (2) inches above surrounding grade to allow for settling and shall be raked smooth.

   c. The Contractor shall restore any turf areas and grades damaged by vehicular or mechanical operations to their original condition.

   d. At the discretion of the City, the Contractor may be required to supply topsoil to the stump ground area.

2. Payment Procedures

   a. When asked to grind stumps, the Contractor shall be paid on a per caliper inch basis.

   b. Surface or bracing roots must also be removed down to a minimum specified depth of four (4) inches.

   c. The stump diameter shall be measured at a height of three (3) inches above grade.

F. Emergency Work

1. Need and Response

   Throughout the term of the contract, it may become necessary for the Contractor to assist the City in providing emergency tree services. The Contractor shall provide
telephone numbers at which a representative can be reached on a 24 hour emergency basis. When severe winds, ice storms, or other conditions cause a need for emergency assistance, the Contractor shall respond and commence work as soon as possible after receiving the emergency request notification.

2. Emergency Work Requirements

The Contractor shall furnish crews, fully equipped with aerial lift equipment, trucks, chippers, and all necessary power and hand tools as specified by the City. Crew personnel shall include, but not be limited to the following:

   a. Foreman (working) shall provide supervision of the emergency work force and shall have responsibility for giving directions, making decisions, and assuming responsibility for all work completed by the Contractor.

   b. Climber/Trimmer must possess skills necessary for working in trees from an aerial lift, or by the use of ropes, saddles, and other hand climbing equipment.

   c. Ground person/Apprentice Tree Trimmer must possess skills necessary in ground operations such as loading trucks, cutting limbs on the ground, operating chippers, raking and cleaning up the work area.

F. Field Inventory & Tree Management Program

The contractor shall update and maintain management software based reporting system as a part of this contract. The following attributes shall outline the minimum requirements of the tree management program:

   • Contractor must train on-site personnel to perform in field data collection and data entry to support the management program

   • The contractor must provide the owner with Simultaneous access to the tree management program and database by at least 3 users (i.e. Tree Supervisor, Administrative Assistant, and Engineering Manager or his designated alternate)

   • Contractor is required to obtain an in-field computer for cataloging and data entry into the software management program

   • Contractor shall provide to the City a monthly work report of tree trimming activities for that month from the software management program

Part III: TERMS AND CONDITIONS:

1. Contractor shall trim or remove trees and brush and perform utility forestry services, including right-of-way clearing, as needed to provide clearance for wires of the City, at such time and place as may be designated by authorized representatives of the City.

2. Contractor shall at its own risk and expense perform promptly and diligently all authorized work in a good, proper, and workmanlike manner in accordance with the specifications set forth in the line clearance contract specifications, and satisfactory to the representatives of the City.
3. All labor, tools, equipment, transportation, and materials shall be furnished by the contractor and they shall be of high quality in every respect. Contractor’s employees shall wear appropriate work clothing, and be as clean and in as good appearance as the job conditions permit. They shall be expected to conduct themselves in an industrious and courteous manner. Contractor’s equipment shall be kept in neat appearance and in good operating condition at all times. Modern tools shall be used and kept sharp and in working order. Adequate first-aid supplies shall be part of the standard equipment of all vehicles.

4. Contractor declares that it is an independent contractor in performing this work and free to perform the work covered by this agreement by such means and in such manner as the Contractor may choose without any direction or control by the City. All persons employed by the Contractor in the performance of any work under this agreement shall be agents and employees of the Contractor, and neither the Contractor nor any such agents or employees shall be deemed as agents or employees of the City for any purpose whatsoever.

5. Without limiting the foregoing paragraph; all work shall be subject to inspection at any time by the representatives of the City, and any or all work in progress shall be stopped by the Contractor upon request of the representatives of the City for any cause in their opinion to be in the best interest of the City.

6. The Contractor shall determine in advance the nature of all circuits involved. The circuits of the City are intended to continue in normal operation at all times and the Contractor shall carefully guard against interfering with the normal operation of such circuits.

7. Contractor shall be solely responsible during the performance of the work to adequately safeguard from injury its employees and/or other persons, as well as public and private property, including property of the City. Contractor shall conduct the work in compliance with reasonable safety and work practices and in compliance with all applicable governmental regulations. Contractor shall maintain at all times an effective accident prevention program to reduce or minimize the frequency of accidents. Acceptance by the agents or employees of the Contractor of any precautionary suggestions or instructions by representatives of the City shall not relieve the Contractor of the sole responsibility for accidents or accident prevention.

8. Contractor shall hold harmless and indemnify the City from and against any and all claims or suits for injury or death to persons or damage to property arising out of or in any way connected with the performance of any work under this agreement. Contractor shall defend on behalf of the City any suits brought jointly against the City and the Contractor, or against the City alone, arising out of any of the aforesaid causes and to reimburse the City for attorney fees, settlements, judgment satisfactions, or other expenses incurred by the City in connection with any such suits, factions, or other expenses incurred by the City in connection with any such suits, provided, however, that liability arising out of the sole and exclusive acts of negligence of the City, its agents or employees shall be the responsibility of the City.

9. Contractor shall at its own expense take out and maintain at all times during the performance of any work under this agreement such liability and workers’ compensation insurance in types and amounts acceptable to the City for the protection of the Contractor
and the City from claims or suits for injuries or death to persons or damages to property arising out of or in any manner connected with, the aforesaid work. Contractor shall furnish the City satisfactory certificates of insurance before any work is started.

10. Contractor shall comply with all Federal, State, County, Municipal, and/or other laws, ordinances, rules and regulations applicable to the performance of any work under this agreement and shall secure and pay for all governmental licenses, deposits, or fees required. Contractor accepts exclusive liability for and shall properly comply with all governmental requirements in regard to deductions and payment of Social Security Taxes, Withholding Taxes, Unemployment Compensation Contributions and any other taxes or contributions of a similar nature. Contractor shall remit to proper governmental authorities all sales or use taxes applicable to materials or equipment furnished. Contractor shall hold harmless and indemnify the City from and against the payment of any and all sums of money by failure of the Contractor to comply with such laws or requirements.

11. There shall be no discrimination on basis of race, color, sex, creed or national origin in the execution of this agreement and all related statutory requirements shall be strictly observed.

12. Contractor shall hold harmless and indemnify the City from and against any claims, liens, or suits for labor or other items furnished by the Contractor.

13. Contractor shall obtain and be responsible for securing the necessary consent or permission of the proper public authorities and/or property owners or their authorized agents before trimming or removing any trees or brush, or performing any other work unless such consent has been obtained by the City and furnished to the Contractor in writing. Should permission be refused, the Contractor shall exert all reasonable effort to overcome the objection and at the same time retain the good public relations of the City, which shall be given due and practicable consideration at all times. If permission is still refused, a report shall be submitted to the City showing the name of the property owner, and the address and amount of work needed to provide adequate clearance. Contractor shall not make any payment to tree wardens or local inspectors except upon written approval of the City. Complaints related to this work received from property owners or others shall be promptly reported by the Contractor to the City together with a report of the action taken by the Contractor to settle such complaint. Contractor shall hold harmless and indemnify the City from and against the payment of any and all sums of money by failure of the contractor to secure permission before performing any work.

14. Contractor shall advise the City daily/weekly as to the progress and location of the work. All irregular plant conditions affecting the property of the City shall be reported as soon as possible when recognized as such. Contractor shall furnish the City with suitable written weekly reports indicating the number of trees trimmed and/or removed, the location of such work shown by road or street names or by pole numbers, the dates and days of week of performance of such work, number of man hours by classification and number of equipment hours by type, together with any other pertinent information needed to properly describe or measure the work performed.

15. The Contractor shall demonstrate they are proficient and capable of managing the software tree management program. Contractor shall be responsible to train personnel to do in-field data collection and entry to support this type of program. The program must
allow simultaneous access by at least three (3) users; i.e. Tree Supervisor, Administrative Assistant, and Engineering Manager.

16. Contractor shall dispose of all brush and debris in conformity with ordinances and regulations and to the satisfaction of the property owners. All premises shall be left in a neat presentable condition. Contractor shall promptly remove all equipment upon completion of the work at each location.

17. As full consideration the City shall pay the Contractor for properly authorized and completed work at the billing rates set forth in the attached proposal. Rates set forth in the proposal shall be subject to review from time to time at the request of either party of this agreement, but not more often than once in any one-year period.

18. Payment for such work shall be made by the City within a reasonable time after presentation of monthly invoices subject to the approval and acceptance of the work by designated representatives of the City. For billing purposes, the labor hours billed for each day or part of a day worked shall begin and end at an assembly point reasonable near the job site. Only that time worked at the job site or sites, plus the actual travel time during the daily course of the work, plus any waiting time requested by authorized representatives of the City shall be considered for billing. Each invoice shall indicate the name, hours worked and billing rate of each employee furnished, and the hours and the billing rate for all equipment furnished and detailed information concerning any other authorized item furnished.

19. In the event the City should enter into a joint work agreement with another customer of the Contractor to combine their tree work, the Contractor shall properly allocate and bill each customer according to the terms of the joint work agreement.

20. The purpose of this agreement is to establish and set forth responsibilities, obligations, agreements, rates, and to place liability on the Contractor to the fullest extent legally proper. This agreement itself does not authorize the Contractor to perform any work for the City, but until cancelled or properly amended shall cover and be considered a part of any and all work orders which may be issued to the Contractor by authorized representatives of the City. Nothing in this agreement shall obligate the City to provide work for the Contractor, nor prevent the City from having any or all the work performed by its own employees or any other party.

21. This agreement shall extend to and be binding upon the successors and assigns of the parties hereto, but shall not be assigned by the Contractor except with written consent of the City.

22. This agreement shall be effective until terminated by either the Contractor or the City giving the other party ten days written notice. Such cancellation shall be effective at the expiration of such notice.

23. Any written notice either party may wish to give the other concerning the subject matter of this contract may be done by personal service or by mailing to:

Contractor: [TBD]
Owner: Idaho Falls Power
Attn: Stephen Boorman, PE
P.O. Box 50220
Idaho Falls, ID 83405

24. These contract documents and its exhibits evidence the entire agreement between the parties, no modification thereof shall be effective unless evidenced in writing and signed by the parties hereto or their duly authorized agents.
PROPOSAL

Idaho Falls Power Line Clearance Project

To: City of Idaho Falls
   Office of the Purchasing Agent
   308 Constitution Way
   Idaho Falls, Idaho 83402

Having carefully examined the Advertisement for Bids, Instruction to Bidders, Form of Contract Agreement, Performance Bond, Payment Bond, General Conditions for the Contract, Supplementary General Conditions and the detailed Specifications in connection with the Line Clearance Project and incidental work, for the City of Idaho Falls, Idaho, at Idaho Falls, Idaho, as well as the premises and conditions affecting the work, the undersigned hereby proposes to undertake and complete the work embraced in this improvement by furnishing all materials, labor, tools and equipment, etc., as required in accordance with the aforementioned documents prepared by General Services and City Electrical Engineer under the observation of the City of Idaho Falls according to the schedule of bid prices given in the Bid Proposal.

An Agreement shall be executed by the City of Idaho Falls on the above work and named compensation on the form provided by the City of Idaho Falls.

The undersigned agrees, if awarded the Contract, to execute and deliver to you within ten (10) days after having been given notice of the award, a satisfactory Performance Bond and Payment Bond in the form provided in the Specifications in the penal sum of not less than the amount of the Contract to guarantee the performance of the Contract and the prompt payment of all obligations thereunder. The bidder also agrees to commence work within ten (10) days after receipt of Notice to Proceed.

The City of Idaho Falls, reserves the right to reject any or all bids and to waive informalities.

Pursuant to the requirement of the Idaho Session Laws of 1953, Idaho Code Section 67-2310, the names and addresses of the subcontractor(s) to whom work will be awarded are subject to the approval of the Owner and the City Electrical Engineer, if the undersigned is awarded the Contract.

NOTE: The Bidder shall be solely responsible for completing ALL SPACES BELOW:

1. The undersigned agrees, if awarded the Contract, that he will commence work under the Contract on the date to be specified in writing by the City of Idaho Falls.

2. The undersigned notifies that he is domiciled in the State of ____________________

3. Acknowledgement of Addendums (s) ________________________________

4. Public Works Contractors License Number: ___________________________

5. Subcontractors Public Works License Number: _______________________
   (If more than one subcontractor, please note applicable license numbers)
PRICE PAGE (Please read carefully)

BASE BID

The bidder shall fill in the rate schedule below for each of the line items listed for a Typical Work Crew & Equipment. Prices for the listed items shall include all applicable and necessary miscellaneous tools, equipment, operation / maintenance costs and program management for trimming and removing trees as well as field data collection, data entry, database development, inventory updating, and tree management program implementation.

Note: The City reserves the right to direct the contractor to do other incidental tree services for non-powerline work at the same rates.

<table>
<thead>
<tr>
<th>Typical Work Crew &amp; Equipment</th>
<th>$ per hour</th>
<th>$ 40 Hours</th>
<th>$/Hour Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified Working Foreman</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>Qualified Trimmer</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>Apprentice Trimmer</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>Qualified Ground Person</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>55’ Aerial Lift with Chip Box</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
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<tr>
<td>Chipper</td>
<td>$__________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pickup</td>
<td>$__________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dump Truck</td>
<td>$__________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stump Grinding – per caliper inch</td>
<td>$__________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sterilant per gallon e.g., Garlon 4</td>
<td>$__________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The bid price below should be based upon a 40-hour work week for the Typical Work Crew and use of necessary equipment. Overtime or emergency costs are unforeseen and should not be included in the bid price. The use of sterilant and stump grinding are infrequent and is listed above for invoicing purposes only and should not be included in the bid price.

The base bid shall be awarded based upon the total bid price for a Typical Work Crew and Equipment for a 40-hour work week without overtime, sterilant application or stump grinding costs.

Total Base Bid Price based on a typical 40 hour work week $____________

The Bidder agrees that the foregoing prices represent a true measure of the labor and equipment required to perform the work, including all allowances for overhead and profit, for each type and unit of work called for and that he will to the extent of his Proposal, furnish all machinery, tools and other equipment necessary to complete the work. The City reserves the right to increase or decrease the types of work called for as best serves the interest of the City. In the event Bidder performs the work and no additional time is first agreed to in writing, then Bidder shall be deemed to have waived its right to additional time to perform such work.
SIGNATURE PAGE:

EXCEPTIONS: If the terms and conditions provided on the preceding pages can not be met, bidders are instructed to note those terms and conditions with which they take exception and give a full explanation.

IF NO EXCEPTIONS ARE TAKEN, WRITE “NONE” AND SIGN BELOW.

**BID PROPOSAL SIGNATURE**

Representative’s Signature  
Bidder-Company

Telephone  
Address

Fax Telephone  
City

Date  
State  
Zip Code
SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY COMPANY SIGNATURE

All persons interested in the submitting of this Proposal or the names of the principal officers of the Partnership or Limited Liability Company are as follows:

(Signature) _________________________________ (Title) _________________________________

(Signature) _________________________________

(Signature) _________________________________

In witness hereto the undersigned has set his (its) hand this __________ day of _________________ ______, 20 __________.

(Signature of bidder) _________________________________

(Title) _________________________________
CERTIFICATE OF ELIGIBILITY

(To Be Executed Prior to Award to Apparent Low Quote)
(Please fill out the top or bottom portion of this document, whichever is applicable)

____________________________________, represented by ______________________________________ represents that:

(Bidder/Vendor) (Representative’s Name)

1) For the purposes of this certificate, the term “Ineligible Person” shall mean any officer, agent or employee of the City of Idaho Falls, and the spouse and any member of the household of such officer, agent or employee. The term “Ineligible Entity” shall mean any corporation, partnership, trust, association, sole proprietorship or organization of any kind in which an Ineligible Person holds any pecuniary or ownership interest of any kind or which employs an Ineligible Person.

2) Bidder is not an Ineligible Person or Ineligible Entity.

3) No Ineligible Person or Ineligible Entity has an interest of any kind in the abovementioned Bidder, nor will any Ineligible Person or Ineligible Entity receive any consideration or benefit of any kind on account of the above-referenced project or purchase.

4) To the best of my knowledge no Ineligible Person or Ineligible Entity has any interest in the above-referenced project or purchase, which is prohibited under Idaho Code Section 59-201.

5) I am over eighteen (18) years of age, have personal knowledge of the foregoing and would so testify if called upon in a court of law.

Dated the ______ day of __________________________, 20____.

VENDOR: __________________________
(Representative’s Signature)

________________________
(Vendor)

--------------------

If you are unable to sign the above Certificate of Eligibility, you may, depending upon the circumstances, still be eligible to carry out this contract (PO). In order to receive such consideration, please explain the reasons why you are unable to execute the Certificate of Eligibility.

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

Dated the ______ day of __________________________, 20____.

VENDOR: __________________________
Representative’s Signature

________________________
Vendor/Company
Bidder/Company
FAILURE TO EXECUTE THIS CERTIFICATION OR TO EXPLAIN WHY YOU ARE UNABLE TO EXECUTE THE CERTIFICATION MAY BE A BASIS FOR NOT AWARDING CONTRACT.

STATE OF IDAHO )

: SS

County of Bonneville )

Subscribed and SWORN to before me this _____________ day of ________, 20 _____.

_____________________________
Notary Public for Idaho

______________________________
Residing at:

(Seal)

______________________________
My commission expires
SUBMITTALS REQUIRED AFTER NOTICE OF AWARD

You will be required, as per this bid, to furnish the following within ten (10) calendar days from the receipt of the Notice of Award.

1) **Performance Bond** (100% of Contract Amount) or Government Obligation Bond.

2) **Payment Bond** (100% of Contract Amount) or Government Obligation Bond.

3) **Proof of Worker’s Compensation** and Employer’s Liability Insurance.

4) **Proof of Public Liability and Property Damage** Insurance.

5) Signed Copy of the **Certificate of Eligibility**.

6) All **necessary Permits** prior to commencing work.
### PUBLIC WORKS CONTRACT REPORT

**State Tax Commission**

**Ref. No.**

**Code No.**

**This space for state use only**

---

**Section 54-1904A and 63-3624 (g), Idaho Code, requires All, Public Works Contracts to be reported to the State Tax Commission.**

Contract awarded by: [Public Body & address]

Contract awarded to: [Contractor name & home address]

State of Incorporation: [ ] Sole proprietorship  [ ] Partnership  [ ] Corporation

Federal employer number: [ ] Sole proprietor’s social security number

Date Qualified to do business in Idaho (section 30-501.1 C): [ ] Sales / Use tax permit number

Business operates as: [ ] Partnership  [ ] Corporation

Public Works Contractor License Number: [ ] Withholding tax permit number

Sales / Use tax permit number: [ ] Amount of Contract

---

**Project number (if any):**

**Amount of Contract:** $________

**Description and location of work to be performed:**

---

**Scheduled project start date:** __________________________ and completion date: __________________________

If the following information is not available at this time, please indicate when it will be available: __________________________

**Date:**

---

**This form must be filed with the State Tax Commission within 30 days after a contact is awarded.**

### ALL SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Name</th>
<th>State of Incorporation</th>
<th>Federal Employer Number</th>
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</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Date qualified to do business in Idaho</th>
<th>Public works contractor number</th>
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<tr>
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<table>
<thead>
<tr>
<th>City, State, Zip</th>
<th>Business operates as</th>
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<th>Amount of subcontract</th>
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<tbody>
<tr>
<td></td>
<td>[ ] Partnership</td>
<td>[ ] Corporation</td>
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**Description of work:**

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<th>Federal Employer Number</th>
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</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Date qualified to do business in Idaho</th>
<th>Public works contractor number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, State, Zip</th>
<th>Business operates as</th>
<th>Sole proprietorship</th>
<th>Amount of subcontract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[ ] Partnership</td>
<td>[ ] Corporation</td>
<td>$________</td>
</tr>
</tbody>
</table>

**Description of work:**

---

[Signature]

ST00441
9-19-95
# ALL SUBCONTRACTORS (Continued)

<table>
<thead>
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<th>State of Incorporation</th>
<th>Federal Employer Number</th>
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</tr>
</tbody>
</table>

## SUPPLIERS

Use the space below to report: Major suppliers of materials and supplies: Items removed from inventory; equipment purchased, rented or leased for use in project; materials provided by government agency. Please indicate how sales or use tax was paid,

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone Number</th>
<th>Total value</th>
<th>Tax paid to supplier.</th>
<th>Tax paid to state.</th>
<th>No tax paid.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials and equipment purchased and used:</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
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<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If tax was not paid to suppliers, but WAS or WILL BE reported as “Items Subject to Use Tax” under your permit number, indicate period of return on which payment WAS or WILL BE reported:

If tax was remitted to a state other than Idaho, name state next to “Total value, box(es) above.

If tax is due and has not previously been reported, attach payment to this form.

Authorized signature | Print name | Phone Number | Date

File with the Idaho State Tax Commission, PO Box 36, Boise, ID 83722-2210 For Additional information call 208-334-7691
PERFORMANCE BOND

Know all men by these presents, that we the undersigned:

As Principal, hereinafter called the Contractor, and

As Surety, hereinafter called Surety, are held and firmly bound unto the CITY OF IDAHO FALLS, IDAHO, P.O. Box 50220, Idaho Falls, Idaho, 83405-0220 as Obligee, hereinafter called Owner in the Amount of:

________________________________________

Dollars ($_________ ), Lawful money of the United States, for the payment whereof Contractor and Surety herewith bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas Contractor has by written agreement dated __________________________20__, entered into a contract with the Owner for Construction of a __________________________

And incidental work, all in accordance with the Contract Documents, which consist of the Invitation for Bids, Special Provisions, Proposal, Contract for Construction, Plans etc.

All as prepared by:

________________________________________

________________________________________

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract; and whereas the Contractor is required to furnish a Performance Bond pursuant to the Idaho Code, Sections 54-1926, as amended and 54-1927, in connection with this Contract.

THE CONDITIONS OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the owner.

Whenever the Contractor shall be, and declared by the Owner to be in default under this Contract, the Owner having performed the Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with terms and conditions and upon determination by the Surety of the lowest responsible bidder, or if the Owner elects upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner, and make available as the work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price: but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price”, as used in this paragraph, shall mean the total payable by the Owner to the Contractor under the
Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed the _________ day of ___________________________, 20_______.

___________________________________
(Contractor)

(Seal)

___________________________________
(Signature)

Attest:

___________________________________
(Title)

___________________________________
(Secretary)

___________________________________
(Witness)

___________________________________
(Surety)

___________________________________
(Signature)

___________________________________
(Tilt)

Attest:

___________________________________
(Witness)

___________________________________
(Surety)

(Complete Business Name)

___________________________________
(Signature)

___________________________________
(Tilt)

(Complete Business Address)
ATTACHMENT A:

PERFORMANCE BOND AND IRREVOCABLE POWER OF ATTORNEY FOR

GOVERNMENT OBLIGATIONS

Date Bond Executed: __________________ Project: __________________

Penal Sum of Bond: __________________ Percent of Contract: ____________

Principal: __________________________________ (Name)

________________________________________ (Address)

_____________________________ (City, State, Zip)

Pledgor: __________________________________ (Name (s) )

________________________________________ (Address (s) )

_____________________________ (City, State, Zip (s) )

of owner (s) of government obligations.

The undersigned Principal and Pledgor are firmly bound to the City of Idaho Falls, P.O. Box 50220, Idaho Falls, Idaho, 83405-0220, hereinafter called the Owner in the above penal sum for the performance of the condition set forth below.

The undersigned Pledgor pledges and hereby delivers to the OWNER, Government Obligations as defined in Section 54-1901, Idaho Code, in an amount equal at par value to the amount of the penal sum of this bond. Pledgor further authorizes the OWNER, or its duly appointed agent, to forthwith and without notice to Pledgor, collect or sell the obligations if principal defaults on the condition set forth below. However, Owner shall have no obligation to Pledgor or Principal in the event of theft, loss or destruction of such government Obligations, if Pledgor requests the delivery to anyone other than Pledgor or by any means other than by physical delivery of the same to Pledgor at OWNER’S place of business. Pledgor further irrevocably appoints Kenneth McOmber, Treasurer of the City of Idaho Falls, as his/her/its Attorney in Fact, with full power of attorney, to endorse and negotiate such Governmental Obligations in favor of the OWNER, in the event of such default.

THEREFORE:

The condition for this Performance Bond shall be that if the Contractor shall promptly and faithfully perform said Contract, this obligation shall be null and void. If Owner makes no claim within one (1) year after final payment is due, the Owner shall promptly return said Government Obligations to the Principal or Pledgor. If the Contractor fails to promptly, faithfully and fully perform said Contract, then the Principal and the Pledgor shall be liable for the penal sum stated above and the Owner may retain such portion of said Government Obligations as is reasonably necessary to cover the cost remedying any default and/or of completing said project.
WITNESS:

The principal and Pledgor have executed this Performance Bond and affixed their seals on the above date.

PRINCIPAL SIGNATURE

___________________________________
(Contractor)
(Seal)
___________________________________
(Signature)
___________________________________
(Title)
Attest:
___________________________________
(Secretary)

(Complete Business Name)

PLEDGOR SIGNATURE

___________________________________
(Pledgor)
(Seal)
___________________________________
(Signature)
___________________________________
(Title)
Attest:
___________________________________
(Secretary)
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

as Principal, hereinafter called the Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto the CITY OF IDAHO FALLS, IDAHO, P. O. BOX 50220, Idaho Falls, Idaho, 83405, as Obligee, hereinafter called owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

____________________________Dollars ($ lawful money of the United States, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated ___________________ 20__, entered into a contract with the Owner for construction of

and

 incidental work, all in accordance with the Contract Documents, which consist of the Invitation for Bids, Special Provisions, Proposal, Contract for Construction, and Plans,

all as prepared by:

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract, and whereas the Contractor is required to furnish a Payment Bond pursuant to the Idaho Code, Sections 54-1926, as amended, and 54-1927, in connection with this Contract.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Contractor shall promptly make payment to all claimants as hereinbelow defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor, and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner
or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payments made in good faith hereunder.

Signed this______________day of _____________________________ 20_____

(Contractor)
(SEAL)
(Signature)
(Title)
(Secretary)
(Witness)
(Complete Business Address)

(Surety)
(SEAL)
(Signature)
(Title)
(Witness)
(Complete Business Address)
ATTACHMENT A-1:

PAYMENT BOND AND IRREVOCABLE POWER OF ATTORNEY
FOR GOVERNMENT OBLIGATIONS

Date Bond Executed:       Project:
Penal Sum of Bond:        Percent of Contract:

PRINCIPAL (Name and Business Address)

PLEDGOR (Name(s) and Business Address(s) of owner(s) of Government Obligations)

The undersigned Principal and Pledgor are firmly bound to the City of Idaho Falls, P. O. Box 50220, Idaho Falls, Idaho, 83405, hereinafter called the Owner, in the above penal sum for the performance of the condition set forth below.

The undersigned Pledgor pledges and hereby delivers to the OWNER, Government Obligations as defined in Section 54-1901, Idaho Code, in an amount equal at par value to the amount of the penal sum of this bond. Pledgor further authorizes the OWNER, or its duly appointed agent, to forthwith and without notice to Pledgor, collect or sell the obligations if Principal defaults on the condition set forth below. However, OWNER shall have no obligation to Pledgor or Principal in the event of theft, loss or destruction of such Governmental obligations, if Pledgor requests the delivery to anyone other than Pledgor or by any means other than by physical delivery of the same to Pledgor at OWNER'S place of business. Pledgor further irrevocably appoints KENNETH MCOMBER, Treasurer of the City of Idaho Falls, as his/her/its Attorney in Fact, with full power of attorney, to endorse and negotiate such Governmental Obligations in favor of the OWNER, in the event of such default.

THEREFORE:

The condition for this Payment Bond shall be that if the Contractor shall promptly and faithfully make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract then this obligation shall be void ninety (90) days after final payment has been made to the Contractor by the Owner and the owner shall promptly thereafter return said government obligations to the Principal or Pledgor. However, this obligation shall remain in full force and effect if any claimant as hereinafter defined files a claim with the Owner within (90) days of providing such labor or materials, then the owner may hold such government obligations as allowed in Idaho Code Section 54-1926A (d)

A CLAIMANT is defined as one having a direct contract with the Contractor or Subcontractor of the Contractor for labor, materials, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
WITNESS:

The Principal and Pledgor have executed this Payment Bond and affixed their seals on the above date.

PRINCIPAL SIGNATURE

___________________________
(Contractor)

________________
(Seal)

________________
(Signature)

________________
>Title)

Attest:

______________________________
(Secretary)

PLEDGOR SIGNATURE

___________________________________
(Pledgor)

___________________________________
(SEAL)

___________________________________
(Signature)

___________________________________
(Title)

Attest:

_________________________________
(Secretary)