

ATTACHMENT C

BID SUBMITTAL FORM

HAZARDOUS FUEL TREATMENT
PROJECT NUMBER: 24WSFM-01 thru -08
East Snowy Lane

COMPANY: CNA EQUIPMENT COMPANY

ADDRESS: 10833 N GOVERNMENT WAY HAYDEN ID 83835

TELEPHONE: 208-661-2469

AUTHORIZED AGENT: AUSTIN FORTIE

ADDRESS: 10833 N GOV WAY HAYDEN ID 83835

TELEPHONE: 208-661-2469

PARTICIPATED IN SITE VISIT WITH PROJECT MANAGER YES NO

PARCEL LAT LONG/ADDRESS: N47.9386 ; W116.6622

LIST OF DOCUMENTS PROVIDED BY COMPANY AS PART OF BID, IF ANY

BID PRICE PER ACRE: 14721.00

TOTAL ACREAGE: 39.70 acres

TOTAL BID: 58,438.40

AUTHORIZED AGENT SIGNATURE: [Signature]

DATE: 10/13/25

TITLE: OWNER

CONTRACT FOR SERVICES
Independent Contractor, Hazard Fuels Treatment

THIS CONTRACT is made by and between KOOTENAI COUNTY (hereinafter referred to as "COUNTY"), whose mailing address is P.O. Box 9000, Coeur d'Alene, Idaho 83816-9000, and DA EGG (hereinafter referred to as "CONTRACTOR"), whose mailing address is: 10833 W

GOV WAY, HAYDEN ID
83835

The Parties mutually agree as follows:

1. REQUIRED WORK.

- a. The Contractor shall perform the services specified in Statement of Work, pursuant to any applicable site prescription and pursuant to the applicable Defensible Space Plan(s) (DSP) as further set forth at Attachments "A" and "B", and exhibits thereto, incorporated herein by reference, in accordance with the terms and conditions set forth herein.
- b. Upon receipt of a Notice to Proceed, CONTRACTOR shall complete the project XXX, as specified in the Statement of Work.

2. COMPENSATION FOR SERVICES. The COUNTY, in full consideration of the services to be performed under this CONTRACT, agrees to pay CONTRACTOR after the Project Manager has inspected the work and found the work to have been completed as detailed in the written prescription, DSP and project order. Payment shall be at the per acre cost set forth by CONTRACTOR in the Bid Submittal Form, attached hereto as Attachment "C" and incorporated by reference. Funds are provided by the Idaho Department of Lands in cooperation with the United States Department of Agriculture Forest Service (USDA-FS) as part of the State Fire Assistance (SFA) grant program which falls under the authority of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended through Federal Grant no. 19-DG-10010000-007. The Catalog of Federal Domestic Assistance (CFDA) is number 10.697.

The Project Manager shall authorize the CONTRACTOR to submit an invoice. When requesting payment, the invoice shall be numbered and dated and shall state the project order, the name and address to which payment shall be made, the activities completed, and the dates of completion.

This CONTRACT is contingent upon the COUNTY receiving the necessary funding, including but not limited to grant funding and grant match funds, to cover the obligations of the COUNTY. In the event that such funding is not received or appropriated, the COUNTY's obligation under the CONTRACT shall cease, and each party shall be released from further performance under the CONTRACT without any liability to the other party.

3. CONFLICT OF INTEREST. The CONTRACTOR covenants that it presently has no interest and shall not acquire an interest directly or indirectly which will, in the determination of the COUNTY, conflict in any manner or degree with the performance of its services hereunder.

4. **NOTICES.** For the purposes of this agreement, including, without any limitation, all notices required or authorized herein shall be as follows:

For the COUNTY:

Kootenai County Board of County Commissioners

451 Government Way

PO Box 9000

Coeur d'Alene, ID 83816-9000

Phone: (208) 446-1600

Fax: (208) 446-2178

E-mail: kcbocc@kcgov.us

and

Tiffany Westbrook, Director

Kootenai County Office of Emergency Management

1662 W. Wyoming Avenue

P.O. Box 9000

Coeur d'Alene, ID 83816-9000

Phone: (208) 446-1775

Fax: (208) 446-1780

E-mail: twestbrook@kcgov.us

For the CONTRACTOR:

XXX

5. **INDEMNIFICATION.** The CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY from and against any damage, cost or liability, including reasonable attorney's fees, arising from any or all injuries to persons or property or claims for money damages arising from acts or omissions of the CONTRACTOR, CONTRACTOR's employees, agents and/or sub-consultants, however caused.
6. **INSURANCE.** The CONTRACTOR agrees to obtain and keep in force during its acts under this CONTRACT a comprehensive general liability insurance policy in the minimum amount of one million dollars (\$1,000,000.00), which shall name and protect the CONTRACTOR, all of the CONTRACTOR's employees, the COUNTY, and the COUNTY's officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR's acts.

If the CONTRACTOR is excluded with regard to property damage due to fire, the CONTRACTOR shall be required to purchase additional LOGGER's BROADFORM coverage, in which case the Certificate of Liability Insurance must contain a statement that it is "LOGGER's BROADFORM" insurance or that "property damage due to fire is included in the current coverage." The CONTRACTOR shall provide proof of liability coverage as set forth above to the COUNTY prior to commencing its performance as herein provided, and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.

7. **WORKERS' COMPENSATION.** CONTRACTOR shall maintain in full force and effect workers' compensation for any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such workers' compensation insurance is not required under the circumstances. The CONTRACTOR shall provide proof of workers' compensation coverage, or proof that workers' compensation insurance is not required, as set forth above to the COUNTY prior to commencing its performance as herein provided, and shall require its insurer to notify the COUNTY ten (10) days prior to cancellation of said policy.
8. **INDEPENDENT CONTRACTOR.** The parties agree that the CONTRACTOR is an independent contractor of the COUNTY and is in no way an employee or agent of the COUNTY, and is not entitled to workers' compensation or any benefit of employment with the COUNTY. The COUNTY shall have no control over the performance of this CONTRACT by the CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. The COUNTY shall have no responsibility for security or protection of the CONTRACTOR's supplies or equipment.
9. **LIABILITY FOR TAXES AND MANDATORY INSURANCE CONTRIBUTIONS.** The CONTRACTOR agrees to pay and be responsible for all federal, state and local taxes or contributions required under unemployment insurance, social security, workers compensation, or income tax laws with respect to CONTRACTOR's employees engaged in the performance of this CONTRACT. The CONTRACTOR further agrees to indemnify and hold the COUNTY harmless from any liability or responsibility for payment of any of the above-referenced taxes or contributions which may be owed to any governmental entity or insurance program.
10. **ATTORNEY FEES.** Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this CONTRACT or to interpret or enforce any rights under this CONTRACT.
11. **CIVIL RIGHTS ACT OF 1964.** The CONTRACTOR shall abide by the provisions of Title VI of the Civil Rights Act of 1964, which states that no person may, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
12. **NONDISCRIMINATION.** The CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap, or national origin.

13. **COMPLIANCE WITH LAWS.** At all times during the term of this CONTRACT, CONTRACTOR shall comply with all federal, state and local laws, rules, ordinances and regulations.
14. **NON-ASSIGNABLE.** The parties mutually agree that the COUNTY has entered into this CONTRACT to secure the personal services of CONTRACTOR and, as such, this CONTRACT is not subject to transfer, assignment, or conveyance without the consent of the COUNTY.
15. **TERMINATION.** This CONTRACT may be terminated in whole or in part for the convenience of the COUNTY at the COUNTY's sole option. The COUNTY shall provide fair and reasonable payment for work completed.
16. **FAILURE TO PERFORM.** Upon any substantial failure to perform this CONTRACT by either party, or any other material breach of the terms of this CONTRACT, the non-breaching party shall be entitled to the following remedy:
 - a. Stop performing or accepting performance of the CONTRACT until the matter is resolved.
 - b. Where appropriate, obtain completion of the performance of the remaining balance of the CONTRACT from the breaching party. Upon discovery of the alleged breach, the non-breaching party shall send to the breaching party, via mail, facsimile, e-mail, or other mutually acceptable delivery method, a written description of the alleged breach, and:
 - i. If the alleged breach can be cured, demand specific remedial action within a specified reasonable time; or
 - ii. If the alleged breach cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a specific time within which the alternative performance would be required; or
 - iii. If the alleged breach cannot be cured and no alternative performance is acceptable, notify the breaching party in writing of the termination of the CONTRACT as of a certain date, which shall be no less than thirty (30) days after the date of the notice, and state in the notification whether an action for breach of contract will be brought.
 - c. If the defect is not corrected or alternative performance completed within the time specified, the non-breaching party may pursue any available legal remedy.
17. **CHOICE OF LAW, JURISDICTION AND VENUE.** This CONTRACT shall be governed by and interpreted under the laws of the State of Idaho. Jurisdiction and venue for any dispute arising under this CONTRACT shall be in the District Court of the First Judicial District, Kootenai County, Idaho.

18. **SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, or phrase of this CONTRACT should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this CONTRACT, which shall remain in full force and effect; and to this end the provisions of this CONTRACT are hereby declared to be severable.
19. **ATTACHMENTS.** Attachment "A," entitled "Hazard Wildland Fuels Treatment Statement of Work" and exhibits thereto; Attachment "B," the applicable Defensible Space Plan(s); and Attachment "C" entitled "Bid Submittal Form" are attached hereto and are each incorporated into this CONTRACT by reference herein.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this CONTRACT, effective as of the date of last signature below.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

By: _____
Bruce Mattare, Chairman

By: _____
Leslie Duncan, Commissioner

By: _____
Marc Eberlein, Commissioner

**ATTEST:
JENNIFER LOCKE, CLERK**

By: _____
Deputy Clerk

DATE: _____, 2025

CONTRACTOR

By: _____

ASTEN TOLTY
Printed Name

DATE: 10/13, 2025