

**PROFESSIONAL SERVICES AGREEMENT**  
**MT. DEAN STONE PRESERVE FORESTRY SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of January, 2024, by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802, referred to here as “City,” and **MONTANA FOREST CONSULTANTS**, a private forestry contractor, 26622 Matt Ln, Arlee, MT 59821, hereinafter referred to as “Consultant.”

**RECITALS**

WHEREAS, the City desires to utilize Consultant to provide forest management services on 42 acres of the City’s Mt. Dean Stone Preserve open space property.

WHEREAS, Consultant has represented to the City that Consultant has the necessary expertise to furnish said services and has available to Consultant the necessary staff and resources to perform the independent services in a timely manner consistent with the nature of the project.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Purpose:** City desires to have Consultant perform professional services for forest management to achieve the goals of critical infrastructure protection, hazard fuels reduction, and forest health and restoration on 42 acres of the City's Mt. Dean Stone Preserve open space property.
2. **Effective Date and Term:** This Agreement is effective upon the date of its execution by both parties and will terminate on the 31 day of December, 2025, or upon 30 days’ notice by the City to Consultant of its desire to terminate the Agreement by giving such notice to Consultant’s designated liaison identified below. The Term of this Agreement may be extended by mutual agreement of the parties by executing an amendment to this Agreement in writing.
3. **Scope of Work:**
  - a. Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services attached here to as Exhibit A; and
  - b. If authorized in writing as provided in this subsection, Consultant shall also furnish additional services. To the extent additional services have been identified at the time of executing this Agreement, they are itemized in Exhibit A and will be paid for by City as indicated in Section 4. As further additional services are requested of Consultant, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services, their performance time schedule, and the compensation for such services.

4. **Payment:**

- a. City agrees to pay Consultant an amount not to exceed **One Hundred and Twelve Thousand, Two Hundred and Seventy-One Dollars and Sixty Cents (\$112,271.60)** for services outlined in Exhibit A in accordance with the terms and conditions laid out in Exhibit B – Project Compensation, and Consultant shall be compensated for additional services authorized pursuant to Section 3.b. above, which have not been identified at the time of executing this Agreement as more particularly described in a fully approved and executed addendum to this Agreement. Payment for work beyond that described in Exhibit A or as contained in a fully approved and executed addendum to this Agreement is expressly denied without prior written authorization from City. Such authorization must include signature of the Mayor.
- b. Consultant shall submit monthly statements for basic and additional services rendered. City shall pay Consultant within 30 days of receipt of an itemized invoice for the services rendered or shall notify Consultant of any dispute by City concerning the performance of any services and the basis therefore and shall pay Consultant within thirty days for the services not in dispute. If any items are disputed by City, Consultant and representatives of City shall meet and confer regarding the disputed items within ten business days after City notifies Consultant of the services in dispute. City shall pay for any disputed services for which the dispute has been resolved to the satisfaction of the City within thirty days after such resolution.

5. **Retainage:** City shall retain twenty-five percent (25%) of the total amount of compensation to be paid to the Consultant to ensure compliance with the terms and conditions of this Agreement and the timely completion of the project and any and all “punch list” items (“Retainage Amount”). At all times the City will retain no less than One Thousand Dollars (\$1,000) until termination of this Agreement. The Retainage Amount shall be paid to Contractor upon the City’s final approval of the project and agreement that all work required to be performed on the project is complete and satisfactory to the City. This provision does not prevent the Consultant from seeking withdrawals of the Retainage Amount in excess of One Thousand Dollars (\$1,000), pursuant to the requirements of §18-1-301, MCA.

6. **Independent Contractor Status:** The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

7. **Indemnity and Insurance:** For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation—statutory
- Commercial General Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Automobile Liability—\$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate
- Professional Errors and Omissions Liability—\$1,000,000 per claim; \$2,000,000 annual aggregate

City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

8. **Professional Service:** Consultant agrees that all services and work performed under this agreement will be accomplished in a professional manner, in accordance with the accepted standards of Consultant's profession.
9. **Compliance with Laws:** Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations.
10. **Nondiscrimination and Affirmative Action:** Consultant agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

**NON-DISCRIMINATION.** All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation,

or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

**AFFIRMATIVE ACTION POLICY.** Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula’s Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled “Human Rights” or forfeit the right to continue such business dealings.

**The City’s Affirmative Action Policy Statement is:**

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered based on job necessity. Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an “affected” class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees, and applicants.

**11. Default and Termination:** If either party fails to comply with any condition of this agreement at the time or in the manner provided for, the other party, at its option, may terminate this agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this agreement.

**12. Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either

party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified or altered except by written amendment signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

- 13. Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Consultant pursuant to this agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.
- 14. Liaison:** Designated liaison with Consultant is Jeff Gicklhorn, Conservation Lands Program Manager, and Consultant's designated liaison with City is Zachary Bashoor, Owner.
- 15. Previous Agreements:** This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.
- 16. Applicability:** This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

**WITNESS**, the parties here have executed this instrument the day and year first above written.

**CONSULTANT:**  
Montana Forest Consultants

**CITY:**  
City of Missoula, Montana

\_\_\_\_\_  
Zachary Bashoor, Owner

\_\_\_\_\_  
Andrea Davis, Mayor

**ATTEST BY CITY CLERK:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Claire Trimble, Legislative Services/City Clerk

\_\_\_\_\_  
Ryan Sudbury, City Attorney (Civil)

(SEAL)

DRAFT

**EXHIBIT A:**

**Montana Forest Consultants completed RFQ bid including Scope of Work**

DRAFT

# REQUEST FOR QUOTES

Critical Infrastructure and Forest Health Prescriptions –  
Two separate base bid projects

**CONTRACTOR EXPERIENCE SHEET, BID SHEETS & PROOF OF INSURANCE**  
(see below) are due on or before 4:00pm MDT on Friday, November 17<sup>th</sup>, 2023.

Complete bid form for each treatment area the firm is interested in bidding on, sign, and send by e-mail to [GicklhornJ@ci.missoula.mt.us](mailto:GicklhornJ@ci.missoula.mt.us). Alternately, Mail or hand deliver to 100 Hickory St, Missoula, MT 59801

**NOTE:** A pre-project proposal meeting and site inspection is being held to tour all units/areas out for bid. Attendance at the bid tour is required in order to bid on any treatment areas. The pre-project proposal meeting and field inspection meeting is scheduled for:

**Friday, November 3, 2023 from 8:30am to 2:30pm, meet at Sentinel South, “Gasworks” Trailhead (approximate address 600 Pattee Canyon Dr, Missoula, MT 59803).**

Questions? Contact Jeff Gicklhorn, Conservation Lands Program Manager, at [GicklhornJ@ci.missoula.mt.us](mailto:GicklhornJ@ci.missoula.mt.us) or (406) 552-6691.

## PROPOSAL FORMAT

One “Contractor Experience” sheet AND a “Bid” sheet for each treatment area being bid upon AND proof of liability insurance is required to be considered for contract award. These documents should contain sufficient detail to assure that the contractor has the professional capability to satisfactorily complete required work described in this RFQ. If the contractor wishes to include additional information to support their proposal this information should not exceed 4 pages in length.

All documents shall be submitted in one electronic copy by email to [GicklhornJ@ci.missoula.mt.us](mailto:GicklhornJ@ci.missoula.mt.us) or as one hard copy delivered by hand or mail to 100 Hickory St, Missoula, MT 59801 **before 4:00pm MDT on Friday, November 17<sup>th</sup>, 2023.**

Legibility, clarity, and completeness are essential. Each bid sheet must be signed by the individual(s) legally authorized to bind the vendor with one original signed in ink.



**MOUNT DEAN STONE  
CRITICAL INFRASTRUCTURE PROTECTION, HAZARD FUELS REDUCTION,  
AND FOREST HEALTH AND RESTORATION PROJECT  
FUNDED THROUGH THE MONTANA FOREST ACTION PLAN (AG. #ACT-23-009B)**

**MISSOULA PARKS AND RECREATION DEPARTMENT  
September 29, 2023**

**Section A: PROJECT INFORMATION & SPECIAL PROVISIONS**

**I. INTRODUCTION**

This solicitation is being offered in accordance with state statutes governing procurement of professional and contract services. Accordingly, the City of Missoula reserves the right to select those professional contractors that are most qualified for the work proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

The Missoula Parks and Recreation Department requesting proposals from contractors capable of providing professional forest thinning and fuels treatment services on city-owned Open Space on Mount Dean Stone. Qualified candidates must take part in a pre-proposal inspection and on-site meeting. Following the on-site pre-proposal and bid meeting, qualified professional contractors will have 2 weeks to submit final proposals with costs.

**II. PROJECT DESCRIPTION, LOCATION, AND TIMELINE**

**A. Project Description:**

The Mount Dean Stone Preserve is a City-owned public conservation area located outside the current Missoula City limits and managed primarily for native vegetation and habitat. Multiple forest stands exist on Mount Dean Stone in various states of growth depending on recent fire history, past logging efforts, and recent disease outbreaks. Existing conditions on much of the upper forests on Mt. Dean Stone consists of dense, regenerating stands of Douglas-fir and ponderosa pine following a stand-replacing fire in 1977. An outbreak of Douglas fir tussock moth in 2019 has impacted forests in the lower part of the mountain. In other areas, juvenile ponderosa pines and Douglas fir are encroaching into areas which have historically been native grasslands. Management goals for the projects include selectively thinning across roughly 40 acres (see attached map exhibits). The density of trees per acre is quite variable across the sites depending on slope, age of stand, and available moisture.

Critical infrastructure (communications towers) exist on a private parcel at the top of Mt. Dean Stone, surrounded by City Conservation Lands on all sides. To protect this critical infrastructure, higher intensity maintenance is required on areas surrounding the towers. Additionally, City property sits in an ideal location to establish and maintain a shaded fuel break along Larch Camp Rd, which may help facilitate future fire suppression activities.

The selected contractor(s) shall perform work necessary to decrease wildfire danger, establish shaded fuel break, restore historic (pre-fire suppression) forest conditions, and/or restore grassland savanna conditions on the property. Priority of the projects is to reduce densities of coniferous trees; cutting of deciduous trees and/or shrubs should only be performed if they pose a threat to safety. Efforts to reduce impact of machinery and vehicles on the land must be followed. Mt. Dean Stone is a high-use public natural area. Measures to assure public safety throughout the duration of this project will be necessary.

The following vegetation management methods may be utilized: mechanized thinning, hand thinning, hand pruning, hand piling and burning. Trees will be hand thinned with a chainsaw or mechanized equipment to establish pre-fire suppression characteristics/aesthetics. Depending on topography, tree density, and site accessibility, cut material may be removed from site by hauling, hand piled for burn disposal or in some cases lopped and scattered on site. Vehicle access to project areas is limited and all access roads must remain clear while work is occurring due to private residents and tower operators. All vehicles and machinery that are used off of access roads must be power-washed by the selected contractor and inspected by an approved official to insure that they are free of soil & plant material prior to their arrival on site.

### **B. Project Location:**

The project is located at the top of the City of Missoula's Mount Dean Stone Preserve. This location lies approximately 4.5 miles to the south of downtown Missoula, MT. The site is accessed by a narrow, but well-maintained gravel access road. Travel time from downtown Missoula is approximately 60-75 minutes depending on which treatment area is being accessed. Site access is seasonal in nature, with vehicular access available approximately May-November, with significant snow travel required in winter and early spring.

Forest stand types are composed of primarily Douglas fir, with a smaller lodgepole pine, ponderosa pine, and western larch component. Some areas have been previously logged prior to City ownership and forest stand structure and composition reflects this.

### **C. Project Timeline:**

The proposed time schedule for the project is:

- Solicitations for Request for Proposals sent October 4th, 2023.
- Required site visit and Pre-bid Meeting November 3rd, 2023. 8:30am
- Proposals must be received by 4:00 pm November 17th, 2023.
- Complete selection of qualified contractors by December 1st, 2023.
- Forestry work to occur in 2024 and 2025 seasons.
- Expected completion of project November 30, 2025.

## **III. PROJECT OBJECTIVES, TREATMENT TYPES, & TREATMENT PRESCRIPTIONS**

### **A. Project Objectives:**

Project objectives are stated below:

1. The primary objective of this project is to protect critical communications infrastructure and increase defensible areas on the City of Missoula's Mt. Dean Stone Preserve by reducing overall accumulated fuels and creating shaded fuel breaks. Treatment prescriptions reflect the intensity of maintenance required to achieve these desired conditions.
2. A secondary objective of this project is to restore and maintain forest health and vigor in specific treatment units surrounding those areas where the primary objective is implemented.
3. Another secondary objective is to maintain the existing recreational user experience along authorized shared-use trails within the project area. To achieve this, Parks & Recreation staff will treat a 30-ft buffer along all trails passing through the project area, and these buffer zones will be excluded from the scope of external contracts.
4. A tertiary objective is to utilize extracted wood products (if possible). Contractors will be required to propose how this would be implemented given the constraints of the site and how this would affect the per acre cost of implementation.

Thinning will reduce competition between over-crowded trees and maintain the health and vigor of trees to be left. Pines and Larches should be selected over Douglas firs for leave-trees. These leave trees will be selected based on species, condition, stem form, genetic traits, and location within the forest canopy. Timber production is not a priority of this project; however, utilization of wood products is a tertiary objective (if possible). Leaving "character trees" on the landscape is appropriate. Some dead trees will be left as "habitat trees" to add structural diversity to the forest. Tree thinning and slash disposal will reduce the risk of insect-caused mortality and severe fire behavior trees remaining within the project area. Reducing fire risk and the potential for future are key priorities, while also allowing for some conservation of wildlife habitat values and recreational user visual aesthetics.

## ***B. Treatment Types:***

### *1. Tree Marking and Cutting:*

City staff members are responsible for marking the project area boundaries as identified in the treatment area prescriptions outlined below. This will be completed before the thinning work begins. Tree removal will be based on contract specifications and treatment prescriptions. If requested by contractor, a sample marked plot can be established to convey desired final tree spacing for each treatment unit. It is not necessary to cut deciduous shrubs or trees within the project area.

All cut trees shall be completely severed below the lowest live limb except when prevented by natural obstacles. A live limb is a limb of any size that has green needles attached. Stump height shall not exceed 2 inches above the ground level or 2 inches above natural obstacles and stumps shall be cut flat or with the angle of the slope.

### *2. Tree Pruning:*

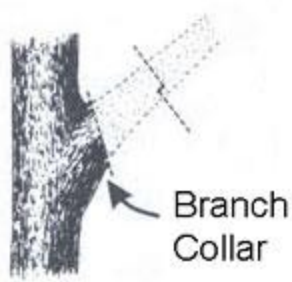
If pruning is necessary, leave trees should be pruned to a height of 4 - 16 feet, depending on overall tree height and specific treatment prescription. Specific treatment prescriptions identify desired pruning height. For those prescriptions with no set pruning height, a variable random approach is recommended for example: the first tree is

pruned to 4 ft., the next at 8ft, the next at 5ft and the next 10 feet, etc. This will insure a lack of uniformity amongst leave trees.

### ***Proper Pruning Technique***

Correct; weight is removed and final cut is just above branch collar.

Correct; dead branch is removed just above branch collar.



### ***3. Merchantable Timber Removal and Commercial Use:***

Merchantable timber exists within the project area; however, site access and road conditions restrict the ability to easily utilize this resource. If contractors are proposing to utilize timber resources, they will need to propose how this would be accomplished, including coordination with adjacent private landowners if needed, and how it would impact the per acre cost of implementation. Contractor will be required to implement or directly reimburse all road repairs and landscape restoration as caused by implementation of merchantable timber removal.

### ***4. Slash Disposal:***

Hand piling and Burning: The primary method of slash disposal will be hand piling and burning. All trees, limbs, and tops 2-8” shall be piled. Piles are to be tightly packed with no extruding stems. Piles are not to be placed on old stumps or large diameter logs. Pile heights should not exceed 10 feet and should be appropriately spaced away from remaining leave trees. Contractor will be responsible for obtaining a burning permit from the Missoula County and will take all necessary precautions to ensure fires remain under control.

Lop and Scatter: To reduce hand piling in some areas < 2” diameter trees, branches and tree tops which do not harbor pine beetle larvae or mistletoe may be lopped and scattered on site. Branches from small diameter trees and tree tops must be removed from the stem. All trees, limbs, and tops 2-8” shall be piled. Course woody debris >8” may be limbed and bucked at a length sufficient to be in contact with the ground may be left on-site. Scattered material must be cut less than 6 ft. in length. Slash depth must not exceed 18” in depth in any location as per state MRA guidelines. Accumulation of scattered material at any location can a result in accumulation of the Ips engraver beetles on site. The following precautions will minimize the risk of Ips beetle infestations on site. 1) Scattered material must be distributed across the site. 2) Scattered material will not cover more than 30% of ground at any site. 3) No material shall be scattered beneath the canopy of mature leave trees.

Chipping: To reduce hand piling along roadsides, limited chipping may be allowed. Broadcasting chips from roadside shall not exceed 2” in depth in any area.

### ***4. Safety:***

Safety is a prime concern and the contractor shall conduct the contract work in a safe manner

and shall comply with all laws, rules, and regulations relating to the safety of persons and property. The contractor accepts responsibility to prevent accidents to its employees engaged upon or in vicinity of the project area. The contractor shall be solely responsible for the protection and safety of their employees and for daily inspection of the work area and safety equipment. The contractor shall also take all prudent safety measures to protect landowners and members of the public who may visit the project work area. These prudent safety measures shall include the installation and maintenance of warning and trail closure signs as needed. The required warning and trail closure signs shall be provided by the City of Missoula.

**5. *Minimizing Impacts:***

- Invasive species: All equipment used off of existing access roads on the project site shall be cleaned prior to mobilization to the work site in order to limit the potential transfer of invasive plant species.
- Recreational, residential, and commercial users: The project area occurs along roads and trails used by recreationalists, seasonal and year-round residents, and communication tower operators and maintenance staff. All care will be taken to not block or obstruct road and trail use, except for temporarily when mobilizing/demobilizing or harvesting merchantable timber.
- Timber operations: The selected contractor will be responsible for any skid trails, tire ruts or areas of disturbed mineral soil which, if deemed necessary by the City of Missoula, must be raked mechanically or by hand and seeded with a grass/forb mix provided by the City of Missoula. The City of Missoula will provide an appropriate seed mix and Contractor shall reimburse the City for the cost of the seed mix. Additionally, all damage to existing recreational trails, including structural damage and/or the accumulation of woody debris, shall be promptly repaired by the selected contractor.

**6. Treatment Areas and Prescriptions:**

The project area is divided into two specific treatment areas, each with multiple specific treatment units and prescriptions. These are identified below and in the project map (attached).

**1. Communications Towers Treatment Area (total area 34.5 acres)**

This treatment area contains three units directly surrounding the north and west sides of the private communications towers at the top of Mt. Dean Stone. Primary goals for this treatment area include critical infrastructure protection.

**a. *Communications Site Zone 1 treatment unit (3.5 acres)***

Average 50' stem spacing (30ft crown spacing) with reserve tree pruning 1/3 tree height up to 8'. Target mistletoe infected Douglas-fir for removal (across all diameter classes unless infected branches can be pruned/removed). Mature tree selection for reserve trees, with species preference of Ponderosa pine and western larch. No retention clump/group selection permitted in Zone 1.

**b. *Communications Site Zone 2 treatment unit (15.3 acres)***

Average 40' stem spacing (20ft crown spacing) with reserve tree pruning 1/3 tree height up to 8'. Target mistletoe infected Douglas-fir for removal (across all diameter classes unless infected branches can be pruned/removed). Mature tree selection for reserve trees, with species preference of western larch and Ponderosa pine, then

Douglas-fir. Retention clumps allowable of up to 8 healthy trees, buffering clumps with 50' crown spacing. Thin all trees up to 6" DBH within clumps and prune low limbs to 8'.

c. *Communications Site Zone 3 treatment unit (15.7 acres)*

Average 50' stem spacing (30ft crown spacing) with reserve tree pruning 1/3 tree height up to 8'. Remove all mistletoe infected Douglas-fir. Species preference is ponderosa pine. No retention clump/group selection permitted in this zone.

2. Larch Camp Road Treatment Area (total area 23.6 acres)

This treatment area contains two units located above and below Larch Camp Rd on Mt. Dean Stone.

a. *Shaded Fuel Break treatment unit (7.5 acres)*

2 chains (132') from edge of road both above and below road. Average 40' stem spacing (20' crown spacing, incl. potential future crown condition of immature trees). Target mistletoe infected Douglas-fir for removal (across all diameter classes unless infected branches can be pruned/removed). Mistletoe infestation concentrated at western end of unit (1-2 acres), remove all infected trees in this area. Reserve trees should demonstrate signs of the best vigor and crown health. Reserve tree pruning 1/3 tree height up to 16'. Species preference of Ponderosa pine and/or western larch, then Douglas-fir. (This unit will exclude the 30-ft trail buffer zone)

b. *City of Missoula Priority North treatment unit (16.1 acres)*

Average 30' stem spacing (10ft crown spacing, incl. potential future crown condition of immature trees) with variable-height reserve tree pruning 4-8'. Target mistletoe infected Douglas-fir for removal (across all diameter classes unless infected branches can be pruned/removed). Infected trees < 8" DBH should be cut and piled, while >8" can be either girdled or infected branches pruned and removed if possible. Mature tree selection for reserve trees, with species preference of Ponderosa pine and western larch, then Douglas-fir. Retention clumps allowable of up to 8 healthy trees, buffering clumps with 40' crown spacing. Thin all trees up to 6" DBH within clumps. (This unit will exclude the 30-ft trail buffer zone)

V. CONSULTANT SELECTION PROCESS

A. Selection Team and Criteria

A team selected by the Missoula Parks and Recreation Department will review proposals and select the vendor. Due to the location of this work and the timeliness of the work, the selection committee reserves the right to award individual thinning units to separate contractors to maximize productivity and project timelines. Criteria for selection of qualified professional contractors include:

1. General experience on similar projects	0-20
2. Past performance and reference responses	0-20
3. Total project cost	0-20
4. Ability to meet project time schedule	0-15
5. Work force & Project approach	0-10
6. Ability to utilize merchantable wood products from project	0-5
7. Local preference – Montana business	0-5
8. Insurance	0-5

**B. Process**

The selection team will select qualified professional contractors based solely upon selection criteria.

The selection team further reserves the right to not make a selection or to amend the scope of the project, reject any or all proposals and to waive any irregularities in the proposals should any of these actions be in the best interest of the City of Missoula. The selection team will document the reasons for their decision.

**C. Negotiation and Agreement**

Final selection of the contractor will be based on all previously identified data. If an appropriate agreement cannot be reached with the first selected contractor, the second selected contractor will be approached, and so on.

Questions should be directed to Jeff Gicklhorn, Conservation Lands Manager, Missoula Parks and Recreation Department, City of Missoula, 100 Hickory St., Missoula, MT, 59801, by phone at 406-552-6691 or email at [GicklhornJ@ci.missoula.mt.us](mailto:GicklhornJ@ci.missoula.mt.us).

The Selection Committee reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

**VII. MISCELLANEOUS**

The City of Missoula is an EEO/AA, M/F, V/H Employer. Qualified women, veterans, minority and handicapped individuals are strongly encouraged to submit proposals. Consultant performing work under the proposed contract will be subject to the Governmental Code of Fair Practices, Title 49, Chapter 3, Montana Codes Annotated (Non-Discrimination in Hiring) and Missoula Municipal Code, Chapter 9.64 ([Illegal Discrimination.](#))

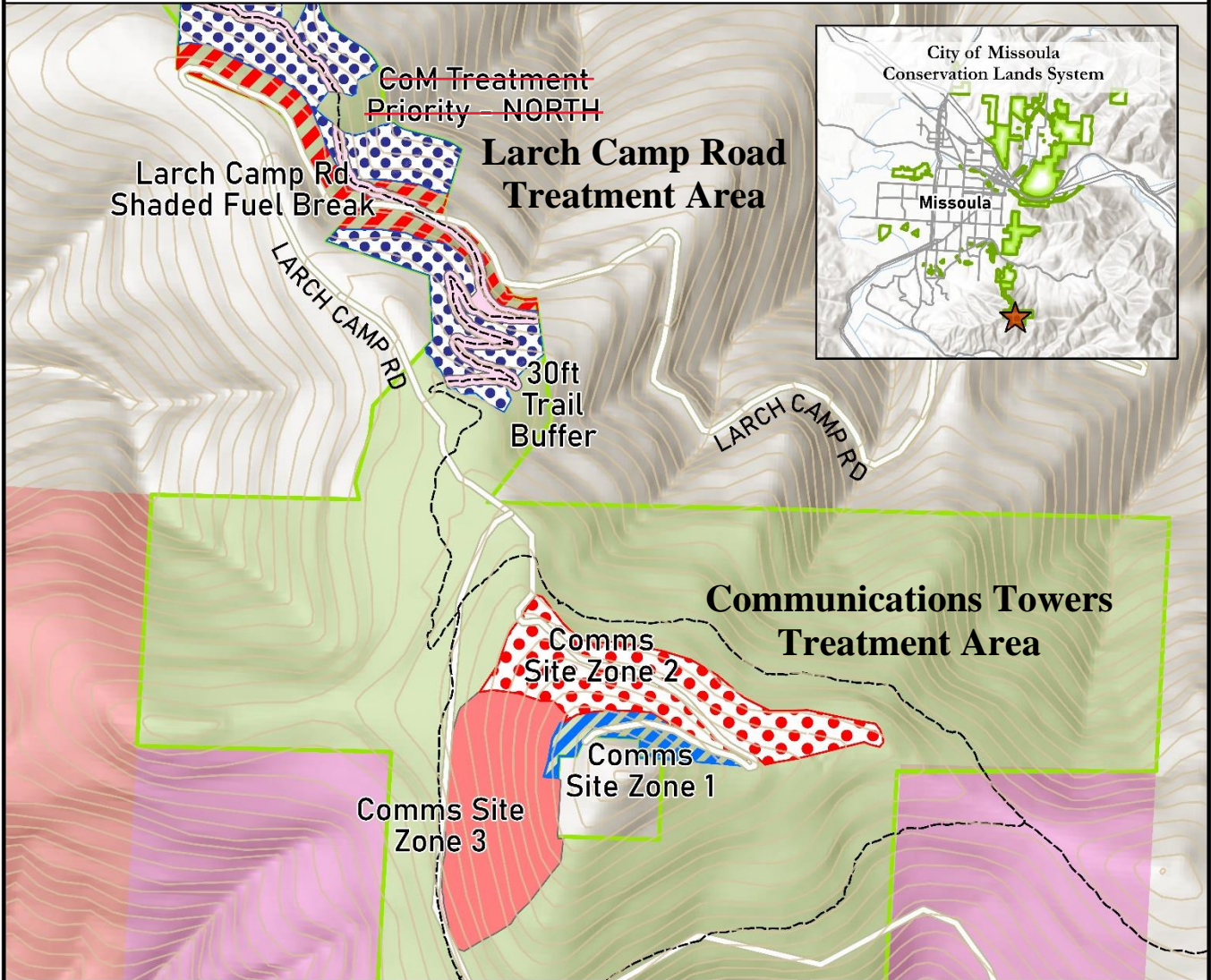
If awarded a contract, the minimum requirements for City of Missoula contractors are:

- Proof of General Liability Insurance in minimum amount of \$1.5 Million Total, \$750K per occurrence.
- Proof of valid Workers Compensation Insurance accepted by State of Montana (or DOL exemption)
- City of Missoula Business License





# MT. DEAN STONE MT FOREST ACTION PLAN CITY OF MISSOULA



**Roads**  
— Roads  
--- Trails  
--- 40ft Contour

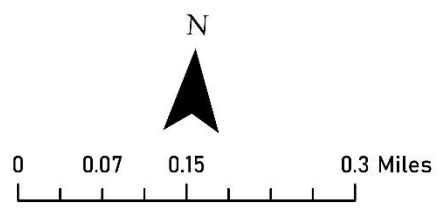
**City Conservation Lands**  
— City Conservation Lands

**Land Ownership**  
— State of Montana  
— The Nature Conservancy  
— Federal Government

**Prescription**  
— Prescription 1  
— Prescription 2  
— Prescription 3  
— Prescription 4  
— Prescription 5  
— Prescription 6

**Treatment Zones:**  
 Communications Tower Site Zones 1-3 = 34.5 acres  
 Larch Camp Rd Zone = 7.5 acres  
~~North Treatment Zone\* = 16.1 acres~~  
 30ft Trail Buffer Zone = 6.8 acres  
 \*Indicates treatment areas that may change in size or location based on project cost and feasibility.

**Treatment Prescriptions:**  
 1. Avg. 50' stem spacing (30' crown spacing) with reserve tree pruning 1/3 tree height up to 16'.  
 2. Avg. 40' stem spacing (20' crown spacing) with reserve tree pruning 1/3 tree height up to 8'.  
 3. Avg. 50' stem space (30' crown spacing) with reserve tree pruning 1/3 tree height up to 8'.  
 4. Avg. 40' stem space (20' crown spacing) with reserve tree pruning 1/3 tree height up to 16'.  
~~5. Avg. 30' stem spacing (10' crown spacing) with reserve tree pruning 1/3 tree height up to 8'.~~  
 6. 30' trail buffer to address diseased trees and ladder fuels while maintaining trail user experience.



# CONTRACTOR EXPERIENCE SHEET

In order to qualify for this project the contractor must demonstrate that they have the experience in forest fuel reduction work. The contractor shall demonstrate that they have completed a minimum of three projects in three different locations.

Each contractor shall submit references from a minimum of three projects that he has completed within the last five years. To be considered responsive, each contractor shall complete the contractor reference form below.

**Contractor's Company name:** \_\_\_\_\_

**Contractor's Address:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

## CONTRACTOR'S LIST OF REFERENCES:

Provide a minimum of three references

### Project 1

Name of project owner: \_\_\_\_\_

Address of Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

### Project 2

Name of project owner: \_\_\_\_\_

Address of Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Project 3**

Name of project owner: \_\_\_\_\_

Address of Project Owner: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# COMMUNICATIONS TOWERS TREATMENT AREA BID SHEET

## Project Scope of Work and Bid Form

Supply all labor, equipment and materials to complete forest thinning project work as described within the COMMUNICATIONS TOWERS TREATMENT AREA (see project map) and all included treatment units. Primary objective is to increase defensible areas and protect critical communications infrastructure. All trees required of size to be removed to achieve desired stem/crown spacing as per specific treatment prescriptions. Removal of all diseased and standing dead trees. Slash less than 2" diameter may be lopped and scattered on site. All other slash must be disposed of by pile and burning. Pile slash > 50 ft from edge of recreation trails and property boundaries.

If merchantable timber extraction is proposed, please discuss approach, proposed logistics, and impacts to implementation and project costs in discussion section below.

### Specific treatment unit prescriptions and acreage:

1. *Communications Site Zone 1 treatment unit (3.5 acres)*  
Average 50' stem spacing (30ft crown spacing) with reserve tree pruning 1/3 tree height up to 8'. Target mistletoe infected Douglas-fir for removal (across all diameter classes unless infected branches can be pruned/removed). Mature tree selection for reserve trees, with species preference of Ponderosa pine and western larch. No retention clump/group selection permitted in Zone 1.
2. *Communications Site Zone 2 treatment unit (15.3 acres)*  
Average 40' stem spacing (20ft crown spacing) with reserve tree pruning 1/3 tree height up to 8'. Target mistletoe infected Douglas-fir for removal (across all diameter classes unless infected branches can be pruned/removed). Mature tree selection for reserve trees, with species preference of western larch and Ponderosa pine, then Douglas-fir. Retention clumps allowable of up to 8 healthy trees, buffering clumps with 50' crown spacing. Thin all trees up to 6" DBH within clumps and prune low limbs to 8'.
3. *Communications Site Zone 3 treatment unit (15.7 acres)*  
Average 50' stem spacing (30ft crown spacing) with reserve tree pruning 1/3 tree height up to 8'. Remove all mistletoe infected Douglas-fir. Species preference is Ponderosa pine. No retention clump/group selection permitted in this zone.

**Date of Service required:** Work to be completed by November 30, 2025

Item	Quantity	Units	Total
1. Mobilization (if applicable)	1	LS	\$
2. Communications Site Zone 1	3.5	AC	\$
3. Communications Site Zone 2	15.3	AC	\$
4. Communications Site Zone 3	15.7	AC	\$
<b>Total base bid</b>			\$
Add – Calculate 1% of base bid for Montana Gross Receipts Sales Tax			\$
<b>Grand Total Bid</b>			\$
Written Grand Total:		Dollars and	Cents.

**NOTES:**

- 1) 1% Montana Gross Receipts Sales Tax is required to be withheld from final payment by City.
- 2) If grand total quote exceeds \$25,000, ensure all labor rates reflect current and appropriate Montana Prevailing Wage Act for Non-Construction workers doing forestry and conservation work on public lands (link: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>).

**Brief statement describing work force size, timeline, project approach etc.**

Bid is for mechanical treatments (and burning) on approximately 17 (up to 20) acres. The remainder of acres will be completed by hand. Treatments can begin in December/January 2023/2024 and ending no later than Fall 2025 (Burning).

Mobilization will cover: 1 tracked feller buncher, 1 rubber-tired skidder, 1 tracked log processor.

Merchantable and sub merchantable (pulp and firewood) trees will be cut and skidded to designated small landings off of roads. Trees will be processed into small machine piles and decked in areas accessible to city officials/vehicles for permissive firewood access if wood is not hauled. Material not suitable for processing will be cut and piled in the units.

A minimum of 16 MBF (4 log truck loads) of sawlog quality material and 100 tons (4 log truck loads) of pulp/firewood quality material is estimated to be processed.

Communications with neighboring Line Ranch will begin upon bid acceptance for hauling negotiations. If a negotiation is reached, the city will be discounted for the remainder of revenue from any material sold after log hauling/any negotiations with Line Ranch.

Authorized signature: Zachary Bashoor Date: 11/16 / 2023

**If awarded a contract, the minimum requirements for City of Missoula contractors are:**

- Proof of General Liability Insurance in minimum amount of \$1.5 Million Total, \$750K per occurrence.
- Proof of valid Workers Compensation Insurance accepted by State of Montana (or DOL exemption)
- City of Missoula Business License

# LARCH CAMP ROAD TREATMENT AREA BID SHEET

## Project Scope of Work and Bid Form

Supply all labor, equipment and materials to complete forest thinning project work as described within the COMMUNICATIONS TOWERS TREATMENT AREA (see project map) and all included treatment units. Primary objective is to increase defensible areas and protect critical communications infrastructure. All trees required of size to be removed to achieve desired stem/crown spacing as per specific treatment prescriptions. Removal of all diseased and standing dead trees. Slash less than 2" diameter may be lopped and scattered on site. All other slash must be disposed of by pile and burning. Pile slash > 50 ft from edge of recreation trails and property boundaries.

If merchantable timber extraction is proposed, please discuss approach, proposed logistics, and impacts to implementation and project costs in discussion section below.

### Specific treatment unit prescriptions and acreage:

1. *Shaded Fuel Break treatment unit (7.5 acres)*

2 chains (132') from edge of road both above and below road. Average 40' stem spacing (20' crown spacing, incl. potential future crown condition of immature trees). Target mistletoe infected Douglas-fir for removal (across all diameter classes unless infected branches can be pruned/removed). Mistletoe infestation concentrated at western end of unit (1-2 acres), remove all infected trees in this area. Reserve trees should demonstrate signs of the best vigor and crown health. Reserve tree pruning 1/3 tree height up to 16'. Species preference of Ponderosa pine and/or western larch, then Douglas-fir. (This unit will exclude the 30-ft trail buffer zone)

2. ~~*City of Missoula Priority North treatment unit (16.1 acres)*~~

~~Average 30' stem spacing (10ft crown spacing, incl. potential future crown condition of immature trees) with variable height reserve tree pruning 4-8'. Target mistletoe infected Douglas-fir for removal (across all diameter classes unless infected branches can be pruned/removed). Infected trees < 8" DBH should be cut and piled, while >8" can be either girdled or infected branches pruned and removed if possible. Mature tree selection for reserve trees, with species preference of Ponderosa pine and western larch, then Douglas-fir. Retention clumps allowable of up to 8 healthy trees, buffering clumps with 40' crown spacing. Thin all trees up to 6" DBH within clumps. (This unit will exclude the 30-ft trail buffer zone)~~

**Priority North treatment unit removed from scope of work due to funding limitations.**

**Date of Service required:** Work to be completed by November 30, 2025

Item	Quantity	Units	Total
1. Mobilization (if applicable)	1	LS	\$
2. Shaded Fuel Break treatment unit	7.5	AC	\$
<del>3. City of Missoula Priority North treatment unit</del>	<del>16.1</del>	<del>AC</del>	\$
<b>Total base bid</b>			\$
Add – Calculate 1% of base bid for Montana Gross Receipts Sales Tax			\$
<b>Grand Total Bid</b>			\$
Written Grand Total:			Dollars and Cents.

**NOTES:**

- 1) 1% Montana Gross Receipts Sales Tax is required to be withheld from final payment by City.
- 2) If grand total quote exceeds \$25,000, ensure all labor rates reflect current and appropriate Montana Prevailing Wage Act for Non-Construction workers doing forestry and conservation work on public lands (link: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>).

**Brief statement describing: work force size, timeline, project approach etc.**

Bid is for hand thinning/piling/burning 23.6 acres at \$4000/acre (not to exceed).

A small amount of acres (up to 5 acres) may be conducive to mechanical treatment at operator's discretion, any mechanical work will be discounted at \$2250/acre.

All QC (Quality Control) will be handled by qualified foresters from Montana Forest Consultants, including as needed: tree marking, routine updates to the city, exclusion/boundary marking, GIS/mapping of completed work, and all permitting/interactions with Missoula County/Montana DNRC for any management practices with compliance standards.

The 30ft trail buffer will be marked by Montana Forest Consultants to ensure contract compliance.

One hand crew of up to 5 individuals will be utilized (more will be brought in as needed).

Authorized signature: Zachary Bashoor Date: 11 / 16 / 2023

**If awarded a contract, the minimum requirements for City of Missoula contractors are:**

- Proof of General Liability Insurance in minimum amount of \$1.5 Million Total, \$750K per occurrence.
- Proof of valid Workers Compensation Insurance accepted by State of Montana (or DOL exemption)
- City of Missoula Business License



## **MT. Dean Stone MFAP Treatment Proposal and Timeline**

### *Communications Tower Treatment Area*

Bid is for mechanical treatments (and burning) on approximately 17 (up to 20) acres. The remainder of acres will be completed by hand. Treatments can begin in December/January 2023/2024 and ending no later than Fall 2025 (Burning).

Mobilization will cover: 1 tracked feller buncher, 1 rubber-tired skidder, 1 tracked log processor.

Merchantable and sub merchantable (pulp and firewood) trees will be cut and skidded to designated small landings off of roads. Trees will be processed into small machine piles and decked in areas accessible to city officials/vehicles for permissive firewood access if wood is not hauled. Material not suitable for processing will be cut and piled in the units.

A minimum of 16 MBF (4 log truck loads) of sawlog quality material and 100 tons (4 log truck loads) of pulp/firewood quality material is estimated to be processed.

Communications with neighboring Line Ranch will begin upon bid acceptance for hauling negotiations. If a negotiation is reached, the city will be discounted for the remainder of revenue from any material sold after log hauling/any negotiations with Line Ranch.

### ***Timeline:***

- *December/January 2023/2024 (Weather permitting)*
  - Mechanical equipment moves in: cuts, piles, processes/decks wood
    - Estimated completion 3-4 weeks
- *Spring/Summer 2024*
  - Hand crew moves in and finishes any areas not accessible by equipment/provides any final work to meet specification within areas that equipment already accessed.
    - Estimated completion 4-5 weeks
- *Fall 2024/Spring 2025/Fall 2025 (No later than 11/30)*
  - Burning as permitted and with adequate weather/fuel moisture conditions
- *No later than 11/30/2025*
  - Full contract certification and completion





### *Larch Camp Road Treatment Area*

Bid is for hand thinning/piling/burning 23.6 acres at \$4000/acre (not to exceed). Starting in Spring/Summer 2024 (estimated 8 weeks of labor to cut and pile) and ending no later than 12/31/2025 (Burning).

A small amount of acres (up to 5 acres) may be conducive to mechanical treatment at operator's discretion, any mechanical work will be discounted at \$2250/acre.

All QC (Quality Control) will be handled by qualified foresters from Montana Forest Consultants, including as needed: tree marking, routine updates to the city, exclusion/boundary marking, GIS/mapping of completed work, and all permitting/interactions with Missoula County/Montana DNRC for any management practices with compliance standards.

The 30ft trail buffer will be marked by Montana Forest Consultants to ensure contract compliance.

One hand crew of up to 5 individuals will be utilized (more will be brought in as needed).

### ***Timeline:***

- *Spring/Summer 2024*
  - Hand crew moves in and cuts/piles to specification
    - Estimated completion 8-9 weeks
- Fall 2024/Spring 2025/Fall 2025 (No later than 11/30)
  - Burning as permitted and with adequate weather/fuel moisture condition
- No later than 11/30/2025
  - Full contract certification and completion

**EXHIBIT B:**

**Project Compensation Table**

	<i>Per Acre Cost</i>	<i>Total Unit Cost</i>
<b>Site Mobilization</b>		\$2,560.00
<b>Comms Tower Zone 1 (3.5 acres)</b>	\$2,000.00	\$7,000.00
<b>Comms Tower Zone 2 (15.3 acres)</b>	\$2,330.72	\$35,660.00
<b>Comms Tower Zone 3 (15.7 acres)</b>	\$2,289.17	\$35,940.00
<b>Larch Camp Rd Shaded Fuel Break (7.5 acres)</b>	\$4,000.00*	\$30,000.00
<b>PROJECT SUBTOTAL</b>		<b>111,160.00</b>
<b>MT Gross Receipts Tax (1%)</b>		1,111.60
<b>PROJECT TOTAL (Not to Exceed)</b>		<b>112,271.60</b>

\*Up to 5 acres to be treated mechanically with cost reduction to \$2250/acre.