

# Pocatello Development Authority

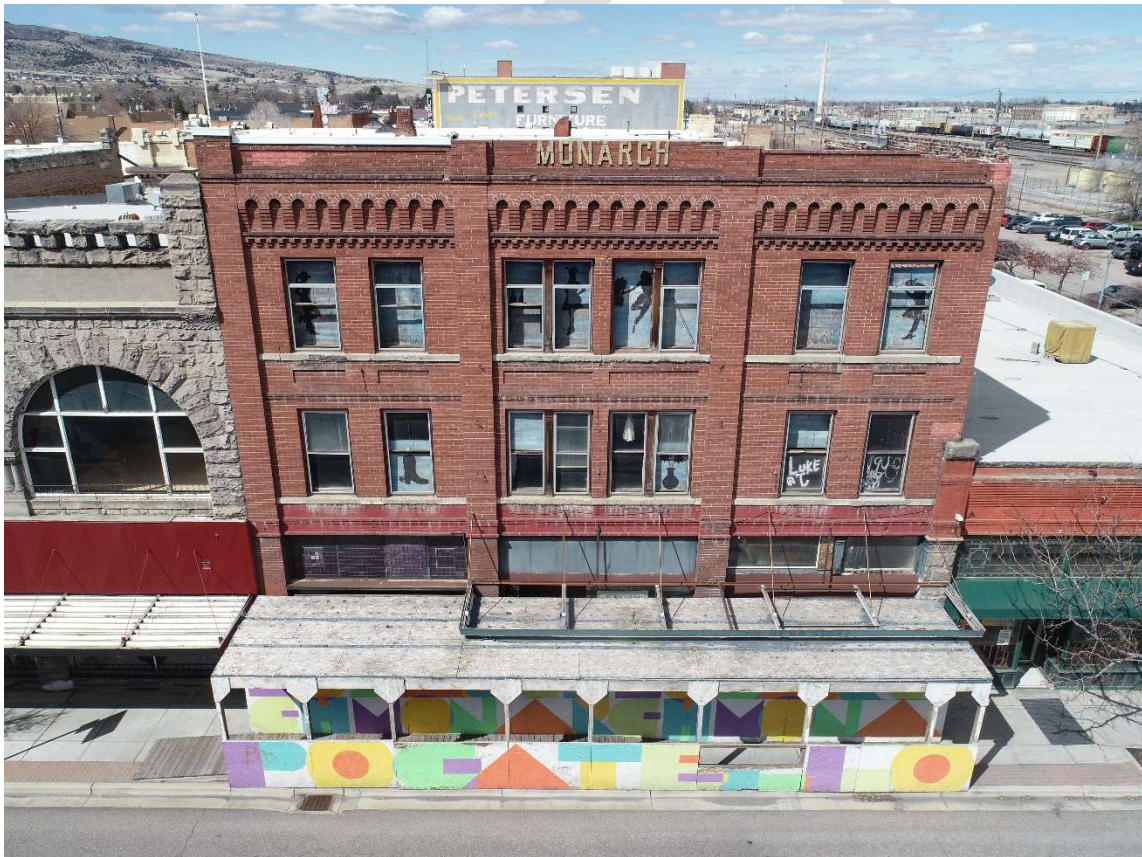
## REQUEST FOR QUALIFICATIONS

for Monarch Building Demolition

Project Title: Monarch Building Demolition

RFQ Number: 2025-001

**Submission Deadline: January 28, 2026 at 3:00 PM MT**



Awarding Authority: Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority

**Contact:**

Brent McLane, Executive Director, Pocatello Development Authority

911 N. 7<sup>th</sup> Ave.

Pocatello, Idaho 83201

[bmclane@pocatello.gov](mailto:bmclane@pocatello.gov)

Telephone: (208) 234-6583

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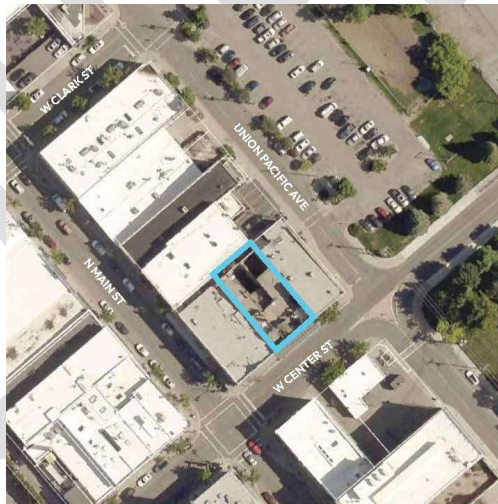
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POCATELLO DEVELOPMENT AUTHORITY  
REQUEST FOR QUALIFICATIONS (RFQ)  
FOR MONARCH BUILDING DEMOLITION

**Section I. Introduction**

- A. Invitation:** The Pocatello Development Authority (“PDA”) is seeking responses from qualified contractors (“Respondent” or “Contractor”) to provide all labor, equipment, materials, and services necessary to perform the complete demolition and site clearance of the Monarch Building located at 244 W. Center St. in Historic Downtown Pocatello, Idaho. The purpose of this project is to safely remove the existing structure, cap any existing utilities, shore up adjacent property walls, and prepare the property for future redevelopment in accordance with applicable laws, codes, and regulations.
- B. About PDA:** The PDA is an Urban Renewal Agency located in Southeast, Idaho. The purpose of the PDA is to undertake urban renewal projects pursuant to the authority of chapters 20 and 29, Title 50, Idaho Code.
- C. Project Details and Information:** The project involves a historic building located in Downtown Pocatello that was destroyed by fire in 2014. The building was recently gifted to the PDA, who is now looking to demolish the building. The building was constructed in 1909 of unreinforced masonry and shares common walls on both sides. The west side is to remain intact and the east side is to be removed to the upper stories up to the level of the shared wall of the neighboring building.



## D. Project Site Information

<b>Address</b>	244 W Center Street, Pocatello, ID 83204
<b>Ownership</b>	Pocatello Development Authority (PDA)
<b>Site Description</b>	4,875ft <sup>2</sup> (97.5' x 50')
<b>Location</b>	The site is located in downtown Pocatello, Idaho within the Downtown Pocatello Historic District.
<b>Parcel/Legal</b>	Parcel #RPRPPOC276000; S26-T6S-R34E W50' OF E90' X S7 1/2' LOT 7 W50' OF E90' LOTS 8-9-10 BLOCK 432 POCATELLO TOWNSITE
<b>Design Standards</b>	A Certificate of Appropriateness is required for all exterior building alterations, new construction, demolition and/or building signage.
<b>Access</b>	The site is surrounded by historic buildings. Access to the site includes 50' frontage along W Center Street and a 5' wide access between buildings from the rear of the site accessed only across adjacent properties.

## Section II. Proposal Requirements

### A. Proposal Minimum Requirements:

In order for a proposal to be deemed complete and to be further reviewed it must include the minimum requirements. In the event the minimum requirements have not been met for a submission by the **due date of January 28, 2026** the proposal will be deemed incomplete and will not be eligible for further consideration. Written notification confirming whether the proposal is considered complete will be provided to the contact listed in each proposal. If you have any questions regarding these minimum requirements, please contact the PDA as soon as possible.

**Submittals must include the following documents to be deemed a complete submittal:**

- 1. The Cover Sheet.** The individual listed on the Cover Sheet will be contacted if additional information or clarification on the submitted proposal is required.
- 2. Acknowledgement & Release.** Completed and signed, Acknowledgement & Release Agreements that are attached to this RFQ.
- 3. Demolition Team Information**
  - a. Demolition Team Identification (including but not limited to): architect, engineer, contractor, erosion and sediment control responsible party, utility coordinator etc. Include address, phone numbers and email contacts.
  - b. Identify whether team has worked together on prior projects and identify and describe those projects briefly.
  - c. Include three professional references- including name, title, email and phone number. References cannot be a member of the demolition team.
- 4. Project Summary**
  - a. Pre-Demolition Activities
    - i. Conduct site inspections and review existing conditions.
    - ii. Develop and submit a Demolition Plan including methods, schedule, safety measures, and traffic control.

- iii. Perform utility disconnection and coordination with utility providers (electric, gas, water, sewer, telecommunications).
  - iv. Obtain and pay for all required permits, licenses, and approvals.
  - v. Conduct hazardous materials survey and arrange for proper abatement and disposal of asbestos, lead-based paint, or other hazardous substances, in compliance with federal, state, and local requirements.
- b. Demolition
  - i. Perform complete demolition of the Monarch Building structure(s), including foundations, footings, basements, slabs, and other appurtenances.
  - ii. Provide shoring and bracing of adjacent building foundation and shared walls.
  - iii. Provide dust, noise, and vibration control measures during demolition activities.
  - iv. Protect adjacent properties, sidewalks, streets, and utilities from damage during demolition.
  - v. Implement traffic and pedestrian safety controls per City requirements.
- c. Debris Removal and Disposal
  - i. Remove and properly dispose of all construction and demolition debris at licensed facilities.
  - ii. Segregate and recycle materials where feasible in compliance with environmental standards.
  - iii. Maintain documentation of all disposal and recycling activities.
- d. Site Restoration
  - i. Backfill and compact excavated areas to grade with clean fill material.
  - ii. Rough grade the site to ensure proper drainage and stable conditions.
  - iii. Install temporary erosion and sediment control measures as required.
  - iv. Leave the site in a clean, safe, and stable condition, suitable for future redevelopment.

## **5. Deliverables**

- a. Demolition Plan and Schedule (prior to work).
- b. Hazardous Materials Survey Report and Abatement Documentation.
- c. Waste Disposal and Recycling Records.
- d. Final Site Clearance Report including photographic documentation of demolition and restoration.

## **6. Project Schedule.** Include a detailed schedule within ten (10) calendar days of Notice to Proceed, identifying major activities, critical milestones, and completion dates.

The awarded Contractor must have substantive experience with building demolition in a downtown setting, building safety review, permitting processes, and the preparation of building documents that comply with local, state, and federal requirements. Only the Contractors responding to the RFQ will be considered. The PDA will evaluate responses to select a candidate to negotiate a contract. PDA invites interested parties to submit Demolition proposals. Contractors must have experience completing plans in accordance with the International Building Code (IBC), the International Fire Code (IFC), Americans with Disabilities Act (ADA) requirements, and any other local and state requirements for building demolition.

This solicitation is being conducted in accordance with the provisions of Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions and other applicable requirements). Those provisions are hereby incorporated by reference into this RFQ. All contracts must be strictly awarded in accordance with the requirements of the RFQ. If it becomes necessary to revise any part of this RFQ or otherwise provide additional information, an addendum will be issued to all prospective Respondents who received copies of the original request.

Proposal Due Date: January 28, 2026 3:00 PM MT

Proposal Subject: Demolition of the Monarch Building located at 244 W. Center St., Pocatello, Idaho.

RFQ Title: Monarch Building Demolition

RFQ Availability: RFQ information packets will be available beginning November 21, 2025 after 8:00 AM MT through January 28, 2026 at 3:00 PM MT by contacting Brent McLane, Executive Director, at 208-234-6583, or via email at [bmclane@pocatello.gov](mailto:bmclane@pocatello.gov).

Return RFQs to: Pocatello Development Agency (PDA)  
Attn: Brent McLane  
911 N. 7th Avenue  
Pocatello, ID 83201

Any questions pertaining to the scope of services in this solicitation should be submitted in writing. All answers will be in the form of an addendum and sent to registered Respondents. All questions must be submitted in writing no later than 5:00 PM MT on Jan 2, 2026 to Brent McLane, Executive Director, at 208-234-6583, or via email at [bmclane@pocatello.gov](mailto:bmclane@pocatello.gov).

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

RFQ Issuance	DATE	November 21, 2025 at 5:00 PM MT
Questions Deadline	DATE	January 2, 2026 at 5:00 PM MT
Proposals Due	DATE	January 28, 2026 at 3:00 PM MT
Interviews, if necessary	DATE	Week of February 2 <sup>nd</sup> , 2026
Anticipated Selection	Week of	February 19, 2026
Anticipated Contract Start	DATE	March 18, 2026

#### A. Instructions

##### 1. Time and Place for Submission

Proposals are to be submitted by mail or in person to Pocatello City Hall, Attn: Pocatello Development Authority, 911 N. 7<sup>th</sup> Avenue, Pocatello, ID 83201 by 3:00 PM MT on January 28, 2026. Proposals will be considered on time if received by the Submission Deadline using the time on the clock located in the City of Pocatello, Planning and Development Services Department at City Hall. Postmarks will not be considered. E-mail submissions will not be accepted. The PDA shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. If, at the time that proposals are due, City Hall is closed due to uncontrolled events, proposals



will be accepted until 11:00AM MT on the next day that City Hall is open. No individual extensions of this deadline will be granted. Late proposals will be deemed “non-responsive” and will not be opened. They may be picked up by the Respondent if so desired.

2. Idaho Code

Attention of all Respondents is directed to Title 67, Chapter 28 of the Idaho Statutes governing transactions involving requests for qualifications, and to all other applicable sections of the Idaho Code as most recently amended which govern the award of this contract. Respondent must be properly licensed as required by the State of Idaho, to render the services described herein.

3. Disclosure of Information

Submission of a proposal shall be deemed acknowledgement that the Respondent is familiar with the Idaho Public Records Law, Idaho Code Title 74, Chapter 1, and is bound thereby. Disclosure of any information provided by a Respondent in connection with this RFQ shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to Idaho Code Title 74, Chapter 1. To review copies of proposals after contracts have been awarded, submit a written request in compliance with the Idaho Public Record Law by contacting the RFQ contact person identified in this RFQ.

4. Reservation of Right

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

5. Non-Collusion

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

6. Cost of Proposal

All costs involved in preparing the proposal will be borne by the Respondent. The PDA will not be liable for any costs associated with the creation of the proposal.

7. Incomplete or Conditional Proposals

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

B. Submission Requirements

8. One bound, single-sided original hard copy proposal is to be submitted, in a sealed envelope clearly marked with the words: “Monarch Building Demolition Proposal” as well as the Respondent’s name. Submission by email is not acceptable.
9. One electronic copy of the proposal should be submitted with the hard copy. Electronic copies should be submitted on properly labeled portable media and MUST mirror paper versions exactly. Electronic copies must be a single PDF file. Submission by email is not acceptable.
10. Failure to submit proposals in the format described herein may result in the rejection of the proposal.
11. The contract is scheduled to be awarded within sixty (60) days of this proposal opening. This RFQ as well as the successful Respondent’s proposal will become part of the contract.
12. By submitting a signed proposal, the Respondent acknowledges and agrees to the Pocatello Development Authority’s “Terms and Conditions” contained in Section III: Terms and Conditions.
13. If any changes are made to this RFQ, an addendum will be distributed to all Respondents who have received the RFQ.
14. A Respondent may correct, modify, or withdraw a proposal by written notice if received by the PDA prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled “Modification No. \_.” Each modification must be numbered in sequence and must reference the original RFQ. After the proposal opening, a Respondent may not change any provision of the proposal in a manner prejudicial to the interests of the PDA or fair competition. Minor informalities will be waived or the Respondent will be allowed to correct them. If a mistake and the intended correct wording are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct meaning. A Respondent may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording is not similarly evident.
15. Individuals are encouraged to submit proposals; individuals who submit proposals will not be subject to requirements that are only applicable to businesses such as authorized signatory and financial stability certifications. However, individuals will still be required to fill out those applicable portions of the required forms.
16. Proposals must also include the: Certificate of Non-Collusion, Certificate of Tax Compliance, Certification Regarding Lobbying, and Waiver and Release as provided in this RFQ. See Appendices for additional details.
17. All proposals must be signed by appropriate, authorized individual or individuals, e.g. if the Respondent is a partnership, by the name of the partnership, with the signature of each general partner. If the Respondent is a corporation, it must be signed by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed, or appropriate certificate of authorization.



18. All questions and requests for clarification must be received in writing by 5:00 PM MT on January 2, 2026.
19. Written addenda issued by the PDA will be e-mailed as necessary to all parties that the PDA is aware have requested documents using the contact information provided to the PDA. A copy of any addendum as may be issued will be on file with the PDA. Absence of “failure” messages electronically transmitted from addressee’s site will serve as receipt of delivery of addenda. Respondent should contact Brent McLane via e-mail or phone, if they believe an addendum has not been received. A copy of all addenda that are issued should be included in the proposal package and each addendum should be initialed in the bottom left corner of the first page of the document by the Respondent.
20. The PDA is the awarding entity that will sign the contract and to whom invoices will be submitted/received and by whom the Respondent will be paid/submit payment.
21. All proposals will be reviewed by the Evaluation Committee. A recommendation will be made by the Evaluation Committee to accept the proposal which is in the best interest of the PDA. The Evaluation Committee will, in turn, recommend to the Board for a vote to award. The consideration of all proposals and subsequent selection of a successful Respondent shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin. The recommendation will be based on the evaluation criteria (Section IV).
22. Failure to complete the enclosed forms, answer any questions, or provide the required documentation will result in the proposal being deemed non-responsive and the rejection of the proposal, unless the PDA determines that such failure constitutes a minor informality.

### **Section III. Terms & Conditions**

#### **1. General Terms and Conditions**

The process of selecting organizations to provide consultation services for the PDA’s benefit requires the accumulation of comprehensive and accurate information to ensure that a knowledgeable, objective decision can be made for the implementation portion of this proposal.

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

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

2. Conflict of Interest

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

3. Public Information

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

4. Equal Employment Opportunity

The Respondent agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law or requested by the PDA, the Respondent shall furnish a written action plan.

## **Section IV. Selection Process and Evaluation Criteria**

1. Selection Process

- I. Only those Respondents who submit all forms and materials as required and meet the Minimum Criteria will be considered responsive.
- II. Those Respondents who are considered responsive and are rated in the top three most advantageous Respondents after review of the Proposal Evaluation Criteria may participate in an interview with the Evaluation Committee of February 2<sup>nd</sup>, 2026. Interviews will be optional and the PDA reserves the right to conduct interviews or not based on the proposals received.

- III. The PDA has determined that the selection of the most advantageous offer for these services requires comparative judgement of factors (evaluation criteria). The proposals will be evaluated on a points basis with the highest score being deemed the most advantageous.
- IV. The contract award shall be made to the responsible Contractor whose proposal is determined most advantageous, considering all factors specified in the RFQ.

2. Contractor Qualifications - Minimum Criteria

Contractor's qualifications shall be as follows:

- i. Properly licensed as required by the State of Idaho to render the services described herein
  - ii. Have available facilities and/or equipment to render the services described herein
  - iii. Technical knowledge and at least two years of experience in demolishing historic buildings in a downtown setting as described herein
  - iv. Available manpower to render the services
  - v. Adequate financial status to meet the financial obligations incident to the work
  - vi. Has no just or proper claim pending against the contractor or the company
  - vii. verification of insurance, such as worker's compensation, employer's liability and commercial general liability insurance
  - viii. verification of contractor's experience with similar demolition and removal projects.
- II.
- III. Respondent demonstrates experience and familiarity with the International Building Code (IBC), the International Fire Code (IFC), Americans with Disabilities Act (ADA) requirements, and any other local and state requirements for building demolition (or equivalent).
- IV. Respondent provides a project proposal for completing the Scope of Work. Project proposals shall include information explaining how the Scope of Work requirements will be achieved.
- V. Respondent provides at least three references.

3. Proposal Evaluation Criteria

Category	Maximum Points
Describe your team's size, resources, philosophy of service, financial stability, and capability to undertake this project.	20
Describe your team's experience with projects of similar size and scope.	20
List the names, titles, and relevant qualifications and experience of each member of your team, including sub-	20

developers, that will be contributing on this project.	
Describe the path your team will take in order to complete the objectives, including your approach to communication, quality control, sustainability, practicality, and design review and edits.	10
Describe your familiarity with any and all city, state, and federal laws and regulations that may be applicable to this project and your Contractor's plan to comply with such.	10
Completion of Similar Work in Recent Years	10
Quality of Proposal	5
Interview (optional for up to top 3 respondents if necessary)	5

## Section V. Contract Award

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

The Respondent deemed to be the most highly advantageous to provide the services required for the proposed project will be notified in writing through a notice of award. Once an agreement is reached with a preferred Respondent, the PDA will provide a service agreement with the PDA for signature and full execution. A Notice to Proceed will be issued to formally begin work.

If after negotiation and consideration, the PDA is unable to reach an acceptable agreement with the Respondent, the PDA will terminate negotiations with the Respondent and, at its sole discretion, may enter into negotiations with the second most highly advantageous Respondent and/or withhold the award for any reason and/or elect not to proceed with any of the Respondent and/or re-solicit via a new RFQ.

## Appendix A. Non-Collusion Affidavit

### NON-COLLUSION AFFIDAVIT THIS FORM IS TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL.

STATE OF \_\_\_\_\_ )  
:ss  
COUNTY OF \_\_\_\_\_ )

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

Notary Public in and for the

County of \_\_\_\_\_

State of \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission expires \_\_\_\_\_

**Appendix B: Affidavit of Payment or Securement of All Taxes**

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

STATE OF \_\_\_\_\_ )  
:ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she  
(Respondent)

\_\_\_\_\_ in conformance with Idaho Code 63-15-2; affiant states that \_\_\_\_\_  
(is/is not) (Respondent)  
has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his  
property is liable now due or delinquent including assessments, excises, and license fees levied  
by the State of Idaho or any taxing unit within the State of Idaho or the taxing unit of the  
applicable state within which the Respondent's business is located.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

State of \_\_\_\_\_

(SEAL)

County of \_\_\_\_\_

Notary Public in and for the

Residing at \_\_\_\_\_

My Commission expires \_\_\_\_\_

## **Appendix C: Certification Regarding Lobbying**

### **CERTIFICATION REGARDING LOBBYING**

**Project Address: Pocatello Development Authority – 244 W Center St, Pocatello, Idaho**

**Applicable to: All Contractors and SubContractors**

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

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

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

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DBA: \_\_\_\_\_



SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public for  
State of: \_\_\_\_\_  
Resides in City of: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

DRAFT

## Appendix D: Photos of Existing Conditions



## Appendix E: Phase 1 Environmental Assessment Executive Summary

### Phase I Environmental Site Assessment Report Monarch Building Property, 244 West Center Street, Pocatello, Idaho

January 15, 2025

## Executive Summary

Stantec Consulting Services Inc. (Stantec) has completed a Phase I Environmental Site Assessment (ESA) report of the property located at 244 West Center Street, Pocatello, Idaho (the Subject Property), on behalf of the City of Pocatello (Client or City). The work was conducted in conformance with the City's community-wide brownfield assessment grant cooperative agreement (BF-02J15301) with the United States Environmental Protection Agency (EPA) except as may have been modified by the scope of work, and terms and conditions, requested by the Client. The Client has been designated as the User of this report. The intended use of this Phase I ESA is for due diligence in support of Subject Property transfer and redevelopment.

The Phase I ESA was conducted in conformance with the requirements of ASTM International (ASTM) Designation E1527-21, and All Appropriate Inquiries (AAI) as defined by the EPA in Title 40 of the Code of Federal Regulations, Part 312 (40 CFR 312), except as may have been modified by the scope of work, and terms and conditions, requested by the Client. Any exceptions to, or deletions from, the ASTM or AAI practice are described in Section 2.3.

The Subject Property is located on the northwest side of West Center Street between North Union Pacific Avenue and North Main Street in Old Town Pocatello, Idaho. The Subject Property consists of a single Bannock County tax parcel (RPRPPOC276000) comprising approximately 0.11 acres. The Subject Property is developed with the Monarch Building, a vacant, condemned building severely damaged by fire in 2014. Subject Property zoning is Central Commercial. Adjacent sites are used for commercial purposes and are zoned Central Commercial.

The Subject Property was first developed prior to 1892 with commercial storefronts. The current three-story Subject Property building was constructed in 1909, occupying 100% of the Subject Property. The first story of the building housed various retail businesses, while the upper stories housed 32 hotel rooms. In 2014, the building was severely damaged by fire, subsequently condemned, and has been vacant since.

We have performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E1527-21 of 14369 and 14371 Highway 30, Pocatello, Idaho, or the "Subject Property." Any exceptions to, or deletions from, this practice are described Section 2.3 of this report. This assessment has revealed the following recognized environmental conditions (RECs), controlled RECs (CRECs), and/or significant data gaps in connection with the Subject Property:

- Following the identification of RECs in a previous Phase I conducted by Stantec (Stantec 2024a), Stantec completed a Phase II ESA at the Subject Property (Stantec 2024b) consisting of the collection of three sub-slab vapor samples. Chloroform was identified in one sample at a concentration above the EPA Resident Soil Gas Vapor Intrusion Screening Level (VISL). The identified concentration of chloroform above screening levels constitutes a REC for the Subject Property.

**Phase I Environmental Site Assessment Report  
Monarch Building Property, 244 West Center Street, Pocatello, Idaho**

January 15, 2025

Given that the Property is zoned as commercial, the detected chloroform concentration in soil vapor does not pose an unacceptable risk to human health (i.e., commercial/industrial human health exposure scenario). Based on the proposed commercial future use, Stantec does not recommend further investigation at the time. If the Property is repurposed for residential use in the future, additional investigation may be warranted.

The preceding summary is intended for informational purposes only. Reading of the full body of this report is recommended.

Project: 203723232

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## **RELEASE, WAIVER AND INDEMNITY AGREEMENT**

The undersigned has read and fully accepts the discretion and non-liability of the Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority (PDA), and the City of Pocatello, Idaho (hereinafter "City") as stipulated herein.

### **A. Discretion of City and PDA**

PDA reserves the right in its sole discretion and judgment for whatever reasons it deems appropriate to, at any time:

1. Modify or suspend any and all aspects of the process for the Request for Proposals (hereinafter "RFP") seeking interested responders to provide requested financing, as defined in the RFP.
2. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to PDA's RFP (any such person, entity, or group so responding is, for convenience, hereinafter referred to as "Responder"), and to ascertain the depth of Responder's capability and desire to provide financing, and in any and all other respects, to meet with and consult with Responder or any other person, entity, or group;
3. Waive any formalities or defects as to form, procedure, or content with respect to its RFP and any responses by any Responder thereto;
4. Accept or reject any proposal or statement of interest received in response to the RFP including any proposal or statement of interest submitted by the undersigned, or select one Responder over another;
5. Accept or reject all or any part of any materials, implementation programs, schedules, phasings, and proposals or statements, including, but not limited to, the nature of the financing.

### **B. Non-Liability of City and PDA**

The undersigned agrees: (1) that neither City nor PDA shall have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any of the following; and (2) that the undersigned has not obtained and shall not obtain at any time, whether before or after acceptance or rejection of any statement of interest or proposal, any claim or claims against City, PDA, or any of them, or against PDA or City property (all as hereinafter defined) or PDA, directly or indirectly, by reason of all or any of the following:

1. Any aspect of the RFP, including any information or material set forth therein or referred to therein;

2. Any modification or suspension of the RFP for informalities or defects therein;
3. Any modification of or criteria or selection or defects in the selection procedure or any act or omission of PDA with respect thereto, including, but not limited to, obtaining information from any Responder contacts or consultations with Responders who have submitted statements of interest or proposals as to any matters or any release or dissemination of any information submitted to PDA;
4. The rejection of any statement of interest or proposal, including any statement of interest or proposal by the undersigned, or the selection of one Responder over another;
5. The acceptance by PDA of any statement of interest or proposal;
6. Entering into and thereafter engaging in negotiations;
7. The expiration of negotiations;
8. Entering into any financing agreement, other agreement, relating to the statement of interest or proposal, or as a result thereof;
9. Any statement, representations, acts, or omissions of PDA in connection with all or any of the foregoing;
10. The exercise of PDA discretion and judgment set forth herein or with respect to all or any of the foregoing; and
11. Any and all other matters arising out of or directly or indirectly connected with all or any of the foregoing.

The undersigned further, by its execution of this Release, expressly and absolutely waives any and all claim or claims against PDA and PDA property, or City and City property, directly or indirectly, arising out of or in any way connected with all or any of the foregoing.

For purposes of this section, the terms "PDA," and "City" include their respective commissioners, appointed and elected officials, members, officers, employees, agents, selection committee, volunteers, successors, and assigns; the terms "PDA property" or "City property" and all property of PDA and City, real, personal, or of any other kind or character; the terms "claim or claims" include any and all protests, rights, remedies, interest, objections, claims, demands, actions, or causes of actions, of every kind or character whatsoever, in law or equity, for money or otherwise including, but not limited to, claims for injury, loss, expense, or damage, claims to property, real or personal accounts or funds, or rights or interests therein, and claims to contract interests of any kind or character, in any PDA and/or City property, accounts, or funds, or claims which might be asserted against to cloud title to PDA or City property, accounts, or funds. The

