



The Confederated Tribes of the Colville Reservation

P.O. Box 188, Keller, WA 99140

(509) 634-3129/3122

FAX: (509) 634-3149



Wednesday, April 12, 2023

Dear Contractors:

Thank you for picking up our Bid packet. At this time San Poil Forest Development is offering 1 Mechanical Slash Piling contracts up for bid in the **Bridge Creek Logging** sale area totaling **186.3 acres**. It is as follows:

SP-08-EXC	Bridge Creek #5 Mechanical Slash Pile	265.1	A
Total Acres out for bid		265.1	

Bridge Creek block 315A located up the Canyon Road (Upper Bridge Creek road) to the 5 1/2, take a left, block is between the two roads.

It is the Contractor's responsibility to inspect each unit and be familiar with the amount of work required to complete the job. Please bid responsibly and responsibly, the lowest bid received may not be the acceptable bid. I encourage you to become a TERO certified contractor, to avoid TERO fees. Contact the TERO Office to update your information at (509)634-2716. Also check to see if your Trader License is updated you may contact BIA Administration Building at (509)634-2303, or purchase a Trader License; the fee is \$5.00 which is good for 10 years. **If you have a current insurance Policy make sure it is up to date.** If awarded a contract the insurance needs to be in place before you sign. Contractors beware that the Colville Tribes will comply with IRS Tax reporting requirements. **All Contractors are required to be Pre-registered on sam.gov** prior to submitting your bid. **All bids without sam.gov verification will be rejected.**

Bid is due May 19th, 2023 by 4:00 P.M. Bids must be placed in the Bid box at Mt Tolman Complex, San Poil Forestry just inside the Rear door, Incomplete or unreadable bids will be rejected. No faxed bid or e-mails will be accepted. Colville Tribal Forestry reserves the right to accept or reject any and all bids. Any contractor submitting more than one bid, the Lower will be accepted, the Higher will be rejected.

When turning in your bid, please remember to include the following.

1. **Work Plan** needs to have the following:
 - a. Estimated number Seedlings per day
 - b. Estimated days to complete the contract
 - c. A list of all workers
 - d. Work schedule and hours
 - e. **Tribal Forman**
Must be included with Bid Packet.
2. A copy of your **Contractor Liability insurance**, if you do not have one, you will need to get the insurance before the contract is signed. Workmen's Compensation Insurance will be placed through the Colville Tribe. But if you have Workmen's Compensation insurance then it **must be approved** through Risk Management Office. The Insurance needs to be in place a before work starts. If you have the insurance please submit it with your Bid.
3. **TERO Compliance and Utilization Form**
4. **Bid Sheet**
5. **Bid Evaluation Form**
6. **Debarment paper**
7. **sam.gov Unique Identifier**

Please remember to include the above items in your returned bid, unless it will be an incomplete bid and will be rejected, and **Label them "Excavator Piling bids" in a sealed envelope.** Any questions please contact our office at (509) 634-3130 and ask for James Albertsen.

Thank you,
James Albertsen, Supervisory Forestry Technician, San Poil Forestry

Excavator Piling Contract
 ON THE COLVILLE INDIAN RESERVATION
 Bridge Creek#5 Excavator Piling 2023
 REQUEST FOR PROPOSAL FOR CONTRACT SP- 08-EXC-2023

You must bid on each Inspection Item in this contract or total contract bid will be rejected.

Note: _____ Active Timbersale, CB radio required _____

UNIT NAME	UNIT #	PAY ITEM	ACRES	BID/ ACRE	\$ TOTAL
Bridge Creek	344-315A	A	186.3		
Bridge Creek	344-314	B	78.8		
	Total Acres		265.1		

TOTAL CONTRACT \$ _____

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP CODE _____

PHONE NUMBER: _____

Bids will be received at the San Poil Forestry Office until 4 PM **May 19th, 2023**, San Poil Forestry Office. **No Faxed** bid will be accepted. Mailed bids must be **Received** on or before the due date.

EXHIBIT "B"

Bridge Creek #5 Excavator Piling Specifications

Block 344-315A – Elevation range 4000-3200. Slope 25 – 35% average 30%, N Aspect, 186.3 Acres. Road access is from the Canyon Road (Upper Bridge Creek Road) road to the marker 5 1/2, take a left. There is a road at the bottom of the unit, and a road to the top of the unit. Mistletoe in DF, and in the WL. Remove all brush, and NON-MERCH TREES, except PP. Scarifying to 70% for Tree Planting.

Block 344-314 – Elevation range 4000-3500. Slope 25-35%, Average 30%, East, Southeast aspect. 78.8 Acres. Road access is from the Canyon Road (Upper Bridge Creek Road) road to the marker 5 1/2, take a left. There is a road at the bottom of the unit, and a road up the south side of the unit. It is adjacent to Block 315A. Mistletoe in DF, and in the WL. Remove all brush, and NON-MERCH TREES, except PP. Scarifying to 70% for Tree Planting.

Contract Name: Bridge Creek Excavator Piling #5

Bid Evaluation Information

(Must be completed and submitted with bid to be a responsible bid)

Bidder Name: _____ Company Name: _____

1. Do you currently hold any other contracts? Yes No

If yes please provide the following information:

Contract Type	Acres	Contract Completion Date	District	TSO or COR

2. Have you or your company ever been "Defaulted"? _____
If Yes, date of default? _____ from whom? _____

3. Do you own the required equipment necessary to successfully complete this contract or will you lease or rent? Yes or No (circle)

Description of Equipment:

Year or Hours	Make	Model	Quantity	Condition

4. Will you subcontract any of the work? Yes No

Name of subcontractor: _____

Is the subcontractor Indian Owned? Yes No

If yes indicate type of ownership below:

_____ 100% Colville business enterprise

_____ Colville family business enterprise

_____ Colville business enterprise

_____ Indian business enterprise

*** Subcontractor will also be required to provide all information primary contractors is required to provide and it will be the responsibility of the primary contractor to provide proof of prior to beginning work.

5. I currently have or will purchase and provide proof of insurance. Liability insurance which needs to be in place when the contract is signed.

Yes No Company Name _____

If yes expires when _____

6. Please indicate below how you will provide workers compensation insurance for your workers. *Please check One.*

_____ Worker's Compensation insurance through Colville Tribal Insurance Risk Management.

_____ Your own Worker's Compensation Insurance, and this must be approved by Risk Management.

**San Poil Forestry
Contractor's Work Plan**

(Must be completed and submitted with bid to be a responsible bid)

Contractor: _____ Acres/Day: _____

Start Date: _____ Completion Date: _____

Project Name & Number: Bridge Creek Mechanical Slash Piling

Work Schedule Days: _____ Hours: _____

Contract Type: _____ Contract Price: \$ _____

Contractor's Foreman: _____

Contractor's Liability Insurance Yes or No Name of Insurance _____

Name of Workers

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Comments: _____

Contractor Signature: _____ Date: _____

EXHIBIT "E"



Confederated Tribes of the Colville Reservation
TRIBAL EMPLOYMENT RIGHTS OFFICE

Post Office Box 150 - Nespelem, Washington 99155-0150

Office: (509) 634-2716 Fax: (509) 634-2740

E-mail Address:

Dana.Cleveland.ter@colvilletribes.com



FY 2023 ~ 10/1/2022 - 9/30/2023

~ COMPLIANCE AND UTILIZATION PLAN ~

CONTRACTORS/SUBCONTRACTORS

SUPPLIES/SERVICES

TITLE 10-1-15 SUBMISSION OF COMPLIANCE PLAN ~ (a) Contractors: Each contractor or subcontractor intending to engage in business activity on the Reservation or on lands owned by the Tribes, prior to the time it commences work, must submit a contracting, subcontracting, employment, and/or training plan to the TERO. Contractors or subcontractors shall not commence or continue work until an acceptable plan for implementing their obligations under this Chapter has been approved by the TERO. (March 2014 Version of Chapter 10-1).

PROJECT NAME / CONTRACT NUMBER:

SITE LOCATION:

AWARDING AGENCY / CONTRACTING OFFICER: PHONE:

PRIME CONTRACTOR: PHONE:

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip):

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip):

SUBCONTRACTOR: PHONE:

COMPANY REPRESENTATIVE (Last, First, M.I.): PHONE:

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip):

Title 10 and/or Indian-Owned

State or Other Industrial Insurance

YES

NO

YES

NO

Tribal Affiliation

SCOPE OF WORK TO BE PERFORMED:

TITLE 10-1-26 EMPLOYMENT RIGHTS FEE: An Employment Rights Fee, to help defer the cost of regulating and providing services under this Chapter, will be assessed on all covered employers, including all contractors, sub-contractors and reservation-based employers as follows: (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

(a) Contract Fees: The TERO shall assess a Contract Fee equal to **5%** of the total gross contract price, on all contracts in the sum of \$5,000.00 or more where the majority of the work under the contract is to be performed within the Reservation or lands owned by the Tribes. The Contract Fee shall be assessed on the entity receiving the contract award. Where a construction or other type of contract involves subcontracting, the entity acting as prime contractor or awarding the subcontracts shall be responsible for paying the Contract Fee, including those attributable to the subcontractors. The Contract Fee shall be due in full prior to commencement of any work under the contract. However, where good cause is shown, the Director may authorize a covered employer to pay the Contract Fee in installments over the course of the contract. (Amended 9/18/08, Resolution 2008-719) (Amended 5/10/10, Resolution 2010-303) (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

PROJECTED

GROSS CONTRACT AMOUNT:

TERO ADMINISTRATIVE FEE: (Lump Sum Payment)

START DATE:

\$

\$

~ NOTICE TO PROCEED ~

This Compliance and Utilization Plan has been reviewed and found to be fully acceptable on behalf of the TERO Commission and the Tribal Employment Rights Office, and has thus been granted this notice to proceed; dated this _____ Day of _____, 2022-2023. By signing this document, the covered employer agrees to maintain compliance with CTC, Title 10, and ALL rules and regulations of the TERO and the TERO Commission.

X _____
CONTRACTOR'S SIGNATURE

X _____
DATE

 TERO Director or Compliance Officer Signature

 Date

Approve

Disapprove

NOTED AMENDMENTS: _____

~ PROJECT SUBCONTRACTORS LIST SUBMITTED FOR T.E.R.O. APPROVAL ~

TITLE 10-1-15 SUBMISSION OF COMPLIANCE PLAN:

(a) Contractors:

(2) Contracting and Subcontracting Plan: A required contracting and subcontracting plan shall indicate all contracts and subcontracts that will be entered into and the projected dollar amounts thereof. If the entity has already selected a contractor or subcontractor to perform any contract or subcontract work, it shall list the name of that contractor or subcontractor and indicate whether or not it is a contractor or subcontractor certified as Indian preference eligible by the TERO. If the contractor or subcontractor is not certified as Indian preference eligible, the entity shall further indicate why each certified contractor or subcontractor, if any, registered with the TERO, that was technically qualified to perform the work was not selected. The plan shall also indicate how the entity intends to comply with the contracting and subcontracting provisions of this Chapter when awarding all contracts and subcontracts not yet awarded at the time the plan is submitted. (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

TITLE 10-3-7 INDIAN PREFERENCE IN THE AWARD OF CONTRACTS AND SUBCONTRACTS:

This section should be reviewed in its entirety as it is very comprehensive in the legal definition outlining the requirements as obligated by the entity in the award process for any and all subcontracting to be performed on this project.

TITLE 10-1-28 RESPONSIBILITY FOR EVALUATING TECHNICAL QUALIFICATIONS AND REASONABLE PRICE:

(a) Technical Qualifications: The entity and its contractors and subcontractors shall have the discretion to determine technical qualifications. TERO shall be provided notice of any pre- construction meetings to assist in compliance. However, if the entity determines that there are no certified firms that are technically qualified, the Director may require the entity to provide to each certified firm it rejects a description, in writing, of areas in which it believes the firm is weak and steps it could take to upgrade its qualifications. If a certified firm that was disqualified on the grounds of technical qualifications believes that the disqualification was the result of an improper effort by an entity, contractor, or subcontractor, to circumvent its preference responsibilities under this Chapter, it may file a complaint with the TERO under the provisions of section 10-1-31. (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

(b) Reasonable Price: An entity may use any process it so chooses for determining what constitutes a reasonable price including, but not limited to, competitive bidding (open or closed), or the establishment of a prototype cost ceiling before bidding commences. No entity may reject a certified firm and then contract with a non-certified firm at the same or higher price. Any contract modification in price that is justified is not a circumvention of this section. Any entity found to have violated this requirement by such circumvention shall be liable for treble damages for any losses suffered by a certified firm as a result of the entity's actions.

~ EACH CONTRACTOR SHALL REVIEW THE TITLE 10 CERTIFIED LIST IN AN EFFORT TO EFFECTIVELY ADMINISTER TO INDIAN PREFERENCE IN CONTRACTING AND SUBCONTRACTING ~

All subcontractors, are subject, and shall administer to the same Compliance & Utilization requirements as well as the Indian preference in hiring obligations as they are so recognized by the prime contractor on this Compliance & Utilization.

COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:		PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:	
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:		PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:	
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:		PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:	
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:		PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:	
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:		PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:	
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:		PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:	
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:		PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:	
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:		PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:	
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:		PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:	

TOTAL SUBCONTRACTING DOLLAR AMOUNT:

\$ _____

TOTAL INDIAN PREFERENCE SUBCONTRACTING DOLLAR AMOUNT:

\$ _____

NOTE: The 5% TERO fee shall not be assessed on an Indian-owned firm that is certified under the Title 10 and owned by a Colville Tribal Member.

TITLE 10-1-18 TRAINING:

- (a) As part of a compliance and utilization plan, or pursuant to requests or orders from the Director to help bring an employer into compliance with the provisions or goals of this Chapter, TERO may require covered employers to participate in training programs to assist Indian preference eligible individuals to become qualified in the various job classifications used by the employer. Employers engaged in construction shall participate in the Tribes' Apprenticeship Training, Employer and Labor Services (ATELS) certified training program or a union apprenticeship program, the Tribes shall make a best effort to share the costs of such training programs but employers may also be required to share part or all of the cost. Employers with collective bargaining agreements with unions may use apprenticeship programs, so long as they obtain agreement from the unions to use only Indian preference applicant as apprentices on the project. If no Indian preference apprentices are available, unions shall make available apprenticeship positions for Indian preference applicants.
- (b) Both the Tribes and the employer shall share the responsibility and cost of providing cultural synergy training for employers and employees. Employers may be required to integrate culturally appropriate employee assistance programs as necessary for the employer to retain Indian preference eligible employees. The Director and covered employers may agree to initiate specialized programs designed to optimize opportunities for Indian preference individuals. (Amended 2/5/04, Resolution 2004-94) (Certified 2/9/04)

~ The Colville Confederated Tribe's Employment and Training Center have Project 477 Federal funding available to administer to the employment, education, skill training, child care, and other related social services to be effected under a single plan. The amount of coverage available is directly contingent upon funds available ~

~ REQUEST FOR RENTAL EQUIPMENT ~

An Indian preference policy on **ALL** rental equipment will be maintained where applicable. **ALL** Indian preference rental bids will be considered acceptable if the qualified supplier is within the controllable estimate. The controllable estimate shall be derived from the obtaining of **three (3) at random bids** procured from independent suppliers with computation of these bids to equate out to an average. The TERO maintains a list of **Title 10 Certified** rental equipment that is available to assist you with the timely completion of your project.

EQUIPMENT REQUESTED:	CONTRACTOR / SUBCONTRACTOR:	QUANTITY:

~ REQUEST FOR PRODUCTS OR SUPPLIES ~

An Indian preference policy on **ALL** products and supplies will be maintained where applicable. (**Buy Indian Policy**) ALL "**Buy Indian Products**" will be considered acceptable if the qualified supplier is within the controllable estimate. The controllable estimate shall be derived from the obtaining of **three (3) random bids** procured from independent suppliers with computation of these bids to equate out to an average. The TERO maintains a list of Indian-owned suppliers, vendors, manufacturing, repair and maintenance firms that shall be utilized at every opportunity by the contractor / subcontractor during the administration of this contract and all activities therein.

PRODUCTS OR SUPPLIES REQUESTED:	CONTRACTOR / SUBCONTRACTOR	QUANTITY:

~ COMMENTS ~

This space is provided for the contractor / subcontractor to express any **hand written** comments or concerns regarding the Title 10, the Compliance & Utilization Plan, or any of the requirements therein. Any and all comments and concerns will be so duly noted and entered into the contract file in their entire.



Confederated Tribes Of The Colville Reservation



Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters.

- I. The Offeror certifies, to the best of its knowledge and belief, that
- A. The Offeror and/or any of its Principals-
1. Are are not presently debarred, suspended, proposed for debarment, are declared ineligible for the award of contracts by any Federal, State Agency or Tribal Government;
 2. Have have not within a 7 year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, tribal or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and
 3. Are are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of any of the offenses enumerated in subdivision 2 of this provision.
 4. Have have not within a 7 year period preceding this offer have a civil or criminal judgement rendered against them by a tribal court for any offenses related t Indian Preference laws (including TERO provisions) or had a civil judgement rendered against them relating to the firms status as an Indian contractor.

The Offeror has has not within 7 year period preceding this offer had one or more contracts terminated for default by any Federal agency, State agency or Tribal Government.

- II. Principals for the purposes of this certification means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (general manager, plant manager and or similar positions. This certification concerns a matter writing the jurisdiction of an agency or the United States and the making of a false fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United Sates Code.

The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraphs (1) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in

the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Tribes, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the above information is true, correct and complete.

Company Name

Typed/Printed Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature and Date

EXHIBIT A
EXCAVATOR FOREST SITE-PREPARATION CONTRACT
GENERAL AND TECHNICAL SPECIFICATIONS

I GENERAL

A. Work Plan

Before start of work the Contracting Officer's Representative (COR) and Contractor will meet at a mutually agreed upon date and location to discuss contract terms, license and insurance requirements, work performance requirements, designation of a Contractor Representative, and the Contractor's plans for conducting the work. A written work plan will be developed by the Contractor and approved by the Colville Tribes to establish how the Contract plans to complete the work within the time allotted in the contract.

The work plan will contain a daily work schedule outlining the days of the week, holidays and hours the Contractor's crew will work, the order in which inspection items will be completed, the average number of employees and the average daily production. This information will establish a schedule that will be used to evaluate the Contractor's progress.

If the Contractor fails to meet the schedule established and in the opinion of the CO is in danger of not completing the contract by the contract completion date the Co may at his discretion terminate the contract or modify the existing contract by removing some or all the remaining inspection items from the contract. If the contract is terminated the Contractor will forfeit his "20% holdback".

B. Business License

All firms doing business on the Colville Reservation are required to hold an Indian Traders License. This license may be obtained from the Bureau of Indian Affairs contracting specialist.

C. Insurance

The Contractor will be required to provide State Industrial Accident Insurance (workmen compensation) coverage or its equivalent for all persons employed under this contract. The Contractor with the Contracting Officer before the commencement of work by the Contractor shall file proof of such insurance.

D. INDEMNITY

Contractor agrees to indemnify and hold harmless the Tribes and its officers, agents and employees from and against all claims, damages, losses, and expenses related to or arising from Contractor's work and activities as set out in this

Agreement. Such expenses include reasonable attorneys' fees if it is necessary for the Tribes to commence or defend an action arising out of or associated in any way with the Contractor's performance of this Agreement. Such claims include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) which are caused in whole or part by Contractor's negligent act or omission, or that of Contractor's employee, agent, subcontractor, or that of anyone employed by them or for whose acts Contractor or Contractor's subcontractor may be liable. Contractor agrees to provide Tribes with a Certificate of Insurance as proof of professional liability insurance coverage in the amount of at least \$1,000,000.00 naming the Confederated Tribes of the Colville Reservation, Post Office Box 150, Nespelem, Washington 99155 as an additional named insured on said insurance policy. Certificate shall be submitted to Risk Management at the same address as above upon execution of contract.

Except as set out above, each party shall be responsible for damages to persons and property arising out of that party's actions and the actions of any subcontractor, agent, or employee retained under this Contract.

E. Location and Description of Units

The work areas are located within the Colville Indian Reservation. Attached to an incorporated into this contract are unit maps that show specific unit locations.

Unit locations are shown on the maps supplied to the Contractor. The maps show the general location of the units; the actual area to be treated will be described by the COR.

F. Accessibility

Most work areas may be reached by forest roads that are accessible by a standard 4-wheel drive pickup, weather permitting. In some cases roads become inaccessible because of snow, fallen trees, slides, washouts, etc., Colville Tribes may direct the Contractor to walk to work areas or use other access routes, or exclude affect units from the contract. No payment will be made for excluded units except for work completed prior to exclusion. No vehicles will be allowed to operate on off system roads without approval from the CO or COR.

G. Contractor Obligations

1. The Contractor shall furnish all transportation, labor, supervision, supplies, material, and incidentals necessary to complete all work under this contract within the contract time.
2. The Contractor agrees to complete all work under this contract within the contract time.

3. **Contractor's Representative:** The Contractor shall designate in writing a foreman to act for the Contractor during his absence from the work site, and the limits of the foreman's authority. The Contractor or foreman shall be on the project area whenever work is in progress. In the absence of the Contractor, the foreman will communicate on behalf of the Contractor with the CO or COR.

Communication by Contractor or any person authorized to communicate on the contractors behalf with the Colville Tribes shall be required to be fully literate, conversant in, and understanding of the English language.

4. **Employee Supervision:** The Contractor shall have sole responsibility for the supervision of his employees. A minimum of one foreman shall be designated by the Contractor to accompany each crew of employees in his absence. The CO or COR shall communicate to the Contractor or his designated foreman.
5. **Trash and Refuse Removal:** The Contractor shall remove all trash and refuse from the project area. Any disabled vehicle belonging to the Contractor or an employee of the Contractor shall be removed from the Colville Indian Reservation forest. Should the Contractor fail to satisfactorily perform the provisions of this section, the cost of removal of remaining trash and refuse shall be deducted from the final payment.

H. Progress Evaluation

The Contracting Officer will periodically evaluate the Contractors progress towards completing the contract time period. At that time recommendations will be made, if necessary, concerning the Contractors work plan that may aid in completing the contract within the contract allotted time period. If needed improvements are not made within ten calendar days, the contract may be terminated by the Colville Tribes. If a decision to terminate the contract is made, the Colville Tribes shall retain the 20% holdback.

I. TERO and Indian Preference

The Contractor shall comply with all the regulations and provisions of the Tribal Employment Rights Ordinance (TERO) and Title 10.

1. The Contractor will obtain from the TERO Office the direction and forms necessary to complete Compliance and Utilization Plans. Work will not commence until Compliance and the TERO Commission approves Utilization plans.

2. New employees hired during the term of this contract will be immediately reported to the TERO office. Non-tribal members may not be hired without first placing a job order with the TERO hiring hall.
3. Final payment will not be made until pending complaints before the TERO office has been resolved.
4. Employment disputes will be handled through the TERO Office as required under the TERO Ordinance.

J. Occupational Safety and Health

The provisions of the Occupational Safety and Health Act of the Confederated Tribes of the Colville Reservation as administered by the Tribal Occupational Safety and Health Administration (TOSHA) will bind the Contractor.

***Occupational Safety and Health* Exhibit A**

1. The Contractor will be bound by the provisions of the Occupational Safety and Health Act of the Confederated Tribes of the Colville Reservation as administered by the Tribal Occupational Safety and Health Administration (TOSHA).

Safety equipment

Each person working is required to utilize the following safety equipment:

- | | |
|-----------------------------|-----------------------|
| 1. Hardhat | 5. Hearing protection |
| 2. Gloves | 6. Eye protection |
| 3. Leg protection (chaps) | 7. First Aid Kit |
| 4. Boots with nonslip soles | |

K. Personnel Qualifications

All work under this contract shall be accomplished by competent, skillful, and dependable individuals 18 years of age and older. For safety purposes, there shall be at least two or more individuals present at the work site anytime work is being performed.

L. Existing Facilities and Improvements

All existing facilities and improvements, including, but not limited to fences, spring developments, water bars, barriers, and drainage structures shall not be disturbed or damaged. Survey monuments and markers, including designated corner stones or pipes, bearing tree tags and crossing tags shall not be disturbed. If facilities or improvements should be damaged or moved by the activities of the Contractor, the contractor shall be held liable for the repair or replacement costs.

M. **Road Clearing**

Felled material and debris resulting from the Contractor's operation shall be removed from all access roadways, including road slopes, fills, ditches, and culverts. The minimum distance from these features shall be at least four (4) feet. The upstream end of drainage structures (culvert pipes) must be cleared of contractor created debris for a distance of 100 feet along the drainage way.

N. **Prevention and Control of Soil Compaction and Erosion**

During all operations under this agreement, the Contractor's operation shall take all-practical precautions to reduce soil erosion and prevent road and skid trail damage. Vehicles, ATV's, or any other motorized equipment will be operated responsibly to minimize damage. Excessive gullying or rutting on roads or skid trails by vehicles during unfavorable road moisture conditions is not acceptable. Operation of vehicles off the established road system is prohibited.

O. **Protection of Streams and Streamside Areas**

All operations of the Contractor shall be conducted in such a manner as to minimize damage to stream courses and streamside within the tract boundary. Stream courses in the tract shall be cleared of logs or debris resulting from operations under this contract, which may affect the natural flow of the stream or ditch. Material naturally occurring in stream courses will not be disturbed unless at the direction of the COR.

P. **Inspection**

During the course of operations the COR will perform compliance inspections. The COR may mark missed cut trees and other problem areas such as slash piles or hanging trees. The COR shall discuss any compliance problems with the Contractor or Contractor's Representative on the site. The Contractor shall take prompt action to correct any problems.

Q. **Conditions for Default and Cancellation of Contract**

1. **Failure to meet completion date:** Units will be declared in default if the Contractor fails to complete the unit by the specified completion date. Requests for extension of time limits must be in writing from the Contractor and must be received by Colville Tribes at least five days prior to the specified completion date. ONLY VALID reasons indicating severe personal hardship such as serious illness or injury will be considered. The Contract Officer may reject all requests at his/her absolute discretion.
2. **Contract specifications not met:** Work not performed according to contract specifications shall be grounds for default.

3. **Intentional trespass:** If the Contractor has been found to have committed intentional timber trespass by cutting leave trees for commercial or personal use, the contract may be declared in default at the absolute discretion of the Colville Tribes.
4. **Issuance of warnings:** The COR will periodically evaluate the progress of work on the contract area. If, in the opinion of the COR, progress is unsatisfactory, the COR will issue a written warning to the Contractor. If, after a warning has been issued, the Contractor's progress continues to be unsatisfactory, the COR may at his/her absolute discretion declare the contract in default.
4. **Damages, civil and criminal liability:** In the event of a default by the Contractor, unpaid amounts due the Contractor for work accomplished may be held as liquidated damages. Contractor will also not be eligible further contacts with Colville Tribes for a period of one year from the date of default. Nothing in this contract shall be construed as relieving the Contractor from any civil or criminal liability under Tribal or Federal codes for his actions.

R. Restrictions of Operations Due to Fire Danger

During the fire season, which runs from May 1 through October 15 of each year, all contractors are required to supply the necessary fire prevention tools for each machine. Tools must be inspected and approved by COR'S, TSO'S, or the Fire Prevention Officer. Specifics can be obtained from a memo copy from Fire Management. During extreme fire danger, operations may be restricted to certain hours of the day or halted entirely. Contractors will be notified in writing of emergency closures. The COR may adjust the contract length to compensate for any emergency closures. The Fire Prevention Officer will do notices of any changes in Industrial Fire Precaution Level (IFPL).

II. TECHNICAL SPECIFICATIONS

A. Excavator Piling Objectives

1. The objective of the specified treatment is to:
 - a. Provide a mineral seedbed for seed cast by seed trees.
 - b. Provide a minimum of 50% mineral soil exposure across the unit to achieve a receptive seedbed.
 - c. Facilitate planter access.
 - d. Facilitate nutrient cycling.
 - e. Accelerate the decay process.
 - f. Reduce slash loading on the site.
 - g. Maintain trees marked with yellow paint as seed trees on the site.
 - h. Reduce coverage of competing vegetation.

- i. Maintain on the site existing healthy Western Larch and Ponderosa Pine seedlings, saplings and poles.
- j. Minimize impacts to the soil by utilizing movement of the excavator, primarily utilizing the boom to move and pile material.
- k. Utilize soil erosion control measures to prevent water from channeling down the ruts created by the machine tracks.

B. Excavator Piling Specifications:

The intent is to remove concentrations of logging slash scarify the soil to prepare the ground for either planting or natural regeneration.

1. Excavator will be limited to slopes less than 50% as directed by the COR.
2. Contractor will scarify the units as specified to bare mineral soil without excessive displacement or damage to soil.
3. Piles will be free of dirt and a sufficient distance from reserved and reproduction to prevent unnecessary damage in burning. Light concentrations of slash will be scattered in conjunction with scarification. The COR will direct the piling and scattering of slash.
4. All deciduous brush more than two feet in height will be pulled from the ground and piled with the attached roots exposed to dry and in piles. Root wads are to be free enough of soil to prevent re-spouting or re-rooting.
5. Machinery will not be allowed in any streamside management zone or riparian area with out written direction of the COR.
6. Contractor may be directed to use designated skid trails at the discretion of the COR.
7. Contractor may be subjected to Industrial Fire Precaution Levels.
8. Do not disturb or damage trees designated as leave trees (marked with yellow paint) or existing healthy Western Larch and Ponderosa Pine seedlings, saplings and poles.
9. Unless otherwise specified, pile and scarify 100% of the unit providing a minimum of 50% mineral soil exposure across the unit.
10. At least 5 pieces per acre of large dead wood, 15 inches in diameter and 10 feet long or larger, shall be left scattered and not piled. In those cases in which larger wood does not exist, a similar quantity of lineal feet and diameter of material equivalent should be left.
11. Piles are not to be placed within twenty-five (25) feet of the unit boundary, leave trees, culverts, road banks and ditches.

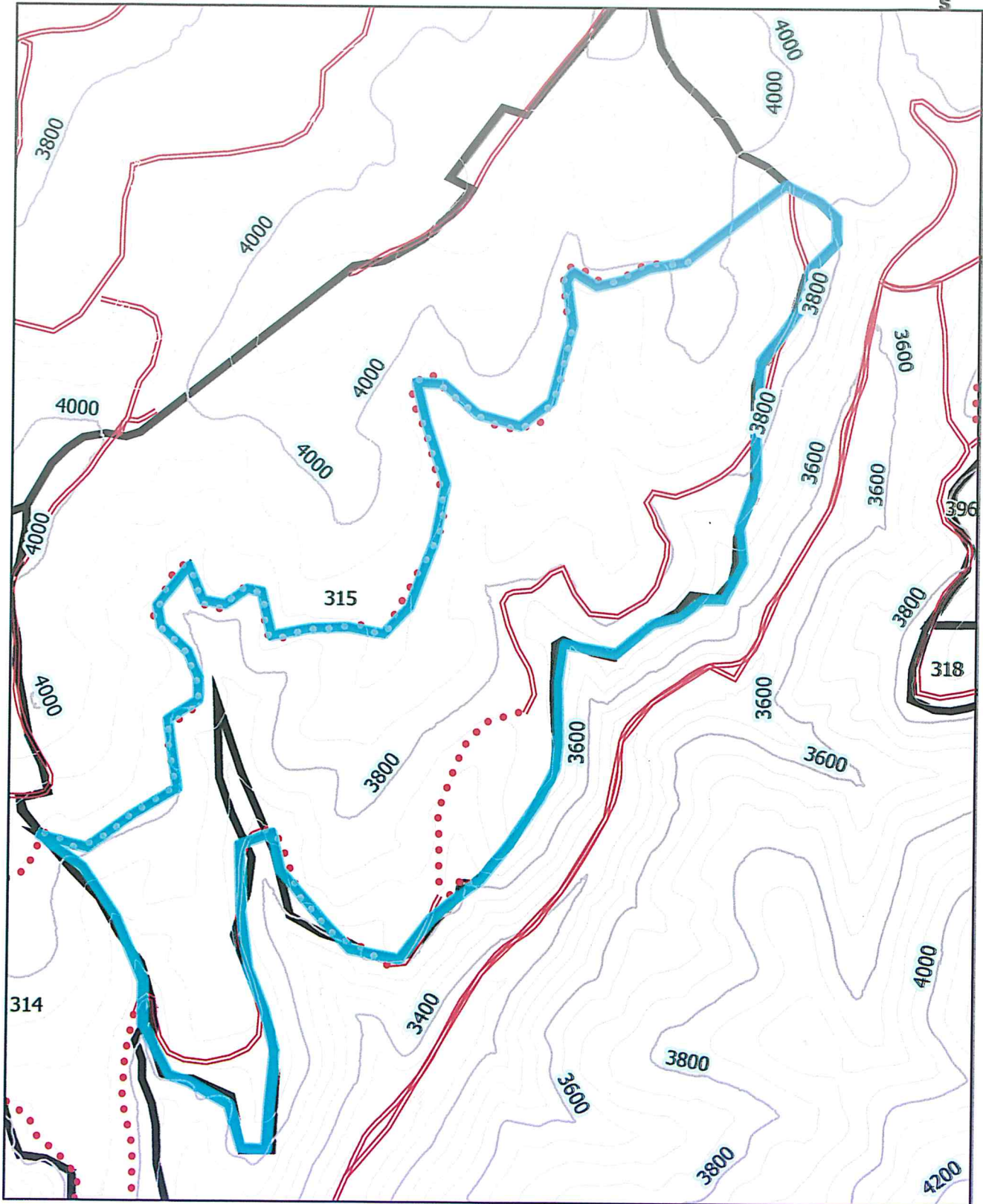
12. On slopes the operator will construct water bars or take other actions approved by the COR to prevent water from channeling down ruts left by the excavators tracks.
13. Where possible locate piles on existing trails. Windrowing of piles will only be allowed on slopes greater than 40%.

C. Equipment Specifications and Requirements:

1. Equipment design and maintenance
It is the responsibility of the Contractor to insure that equipment is maintained in a safe and functional condition and is of proper design for the task at hand.
2. Excavator design required
 - a. Track Mounted
 - b. 360 degree rotation
 - c. Hydraulic boom
 - e. Boom mounted brush rake and hydraulic thumb
 - f. Low ground pressure (less than 8.5 p.s.i.)
 - g. Suitable guards and protection for work in a forest environment that may include 50% slopes, loose or ground on rock, stumps slash and brush. Roll bars are required.
 - h. Compliance with all equipment manufacturer, Federal, and State laws regulations and instructions for work of this nature.
3. Cause for payment adjustment
 - a. During the course of operations the contractor may find that portions of the designated areas to be treated cannot be completed due to adverse operating conditions such as wet soils, rocky soils and steep slopes. If in the opinion of the COR these untreated portions constitute a significant change from the listed payment acres he will adjust the payment acres accordingly.
 - b. Excavator piling may be halted at the discretion of the COR due to high soil moisture, snow cover or frozen ground.



Bridge creek 344-315A MSP



Bridge creek 344-315A MSP



Bridge creek 344-314 MSP

