



The Confederated Tribes of the Colville Reservation
P.O. Box 188, Keller, WA 99140

(509) 634-3129/3122
FAX: (509) 634-3149



Dear Contractors:

Tuesday, January 17, 2023

Thank you for picking up our Bid packet. At this time San Poil Forest Development is offering 3 Tree Planting contracts up for bid totaling Bridge Creek 220.4 acres, Roaring Creek 468.7 acres, and Summit Fire 778.0 acres . It is as follows:

Contract	Area	Seedlings	#Items
SP-01-PLNT	Bridge Creek	66120	A Thru D
SP-04-PLNT	Roaring Creek	105120	A Thru E
SP-03-PLNT	Summit Fire	168680	A Thru N
Total out for Bid		339920	

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 responsively 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.

Bid is due March 3rd by 4:00 P.M. Bids must be placed in the BID box at Mt Tolman Complex 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. When multiple bids are received only the lowest bids will be considered. The higher bids 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" Tree Planting 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

Memo

To: Whom It May Concern

From: James Albertsen, Forest Development Officer, San Poil District

CC: File

Date: January 12, 2023

Re: Planting Blocks Spring 2023

Just a brief description of the Planting blocks for Spring 2023

Bridge Creek blocks were all Piled, and Burned ready for planting.

Roaring Creek blocks were all scarified, some piles, ready for planting.

Summit Fire blocks were all part of the Summit fire, subsequently salvage logged, all of them Whole tree skidded, and just landing piles, with skid trails, and ready for plant through. These are funded by NRCS, and require larger scalps than normal. 24 inches by 24 inches.

Tree Planting Contract
ON THE COLVILLE INDIAN RESERVATION
Bridge Creek Tree Planting

REQUEST FOR PROPOSAL FOR CONTRACT SP- 01-PLNT-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	SEEDLINGS	BID/ Seedling	\$ TOTAL
Bridge Creek	348-361	A	79.3	23790		
Bridge Creek	348-357	B	29.3	8790		
Bridge Creek	344-331	C	82.5	24750		
Bridge Creek	346-309	D	29.3	8790		
	Total Acres		220.4	66120		

TOTAL CONTRACT \$ _____

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP CODE _____

PHONE NUMBER: _____

Bids will be received at the San Poil Forestry Office until 4 PM **March 3rd, 2023**,
San Poil Forestry Office. **No Faxed** bid will be accepted. Mailed bids
must be **Received** on or before the due date.

EXHIBIT "B"

COLVILLE INDIAN RESERVATION SAN POIL DISTRICT TREE PLANTING DATA SHEET

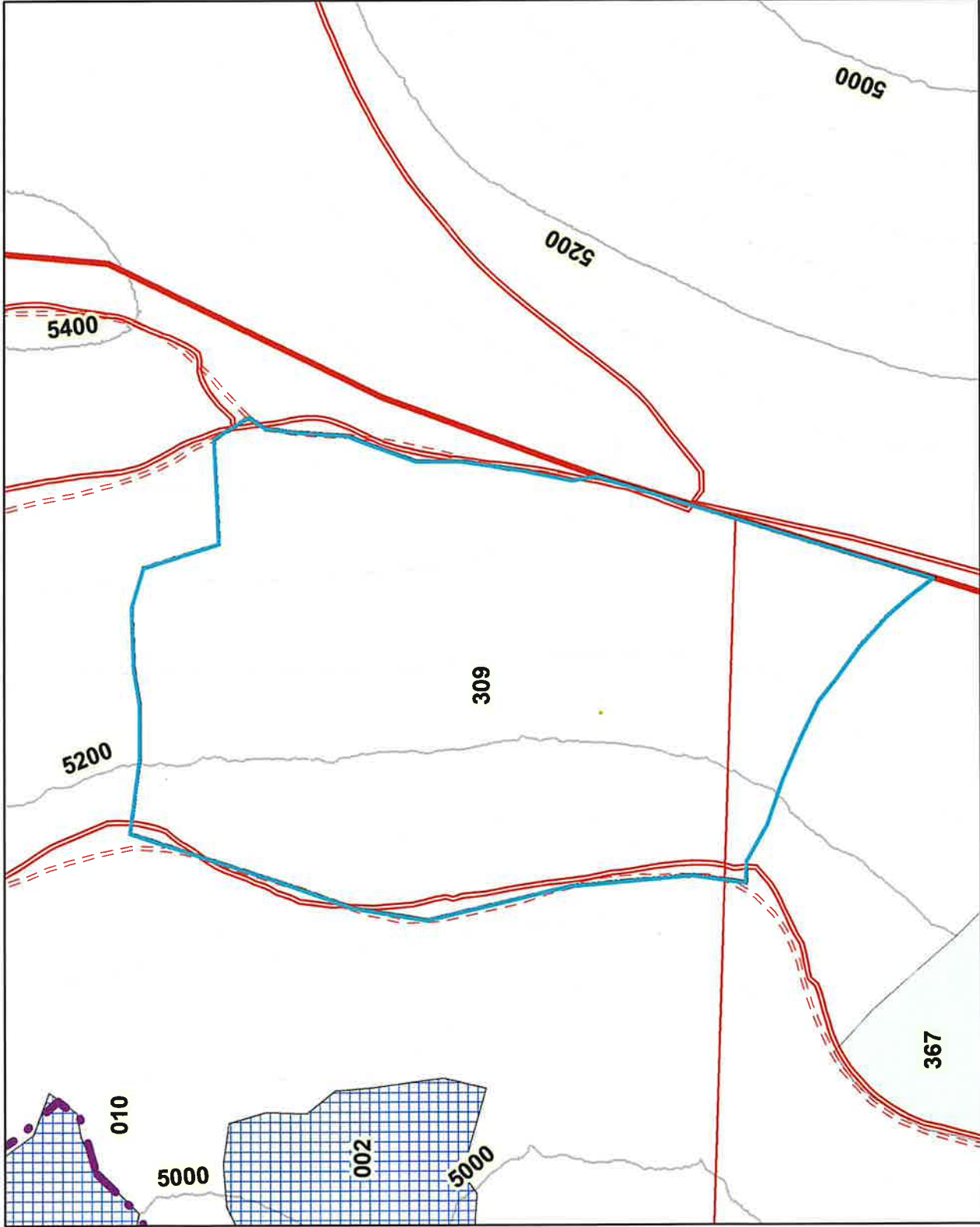
SP 01-PLNT-2023				CONTRACT DAYS	6
UNIT NAME	Bridge Creek	Bridge Creek	Bridge Creek	Bridge Creek	
INSPECTION ITEM	A	B	C	D	
UNIT NUMBER	348-361	348-357	344-331	346-309	
ACRES	79.3	29.3	82.5	29.3	
TREES/ACRE	300	300	300	300	
SPACING	10.4 X 10.4	10.4 X 10.4	10.4 X 10.4	10.4 X 10.4	
SCALP SIZE	16	16"	16"	16"	
STOCK TYPE	K&C Styro 10's	K&C Styro 10's	K&C Styro 10's	K&C Styro 10's	
	SP-122-2.0 4560	SP-122-2.0 2160	SP-122-2.0 10,560	SP-122-2.0 8640	
		SP-070	SP-070	SP-070	
SPECIES	PP/WL	WL	WL	WL	
SPECIES MIX %	60/40%	100%WL	100% WL	100% WL	
PLANTING METHOD	Hoedad	Hoedad	Hoedad	Hoedad	
ESTIMATED SEEDLING(S)	23,790	8,790	24,750	8,790	
ELEVATION	3600	3800	4100	5100	
AVERAGE SLOPE %	30%	5%	20%	25%	
SITE PREP	Wildland fire 2015	Wildland fire 2015	Wildland fire 2015	Wildland fire 2015	

EXHIBIT "D"



Legend

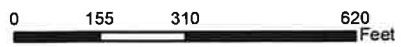
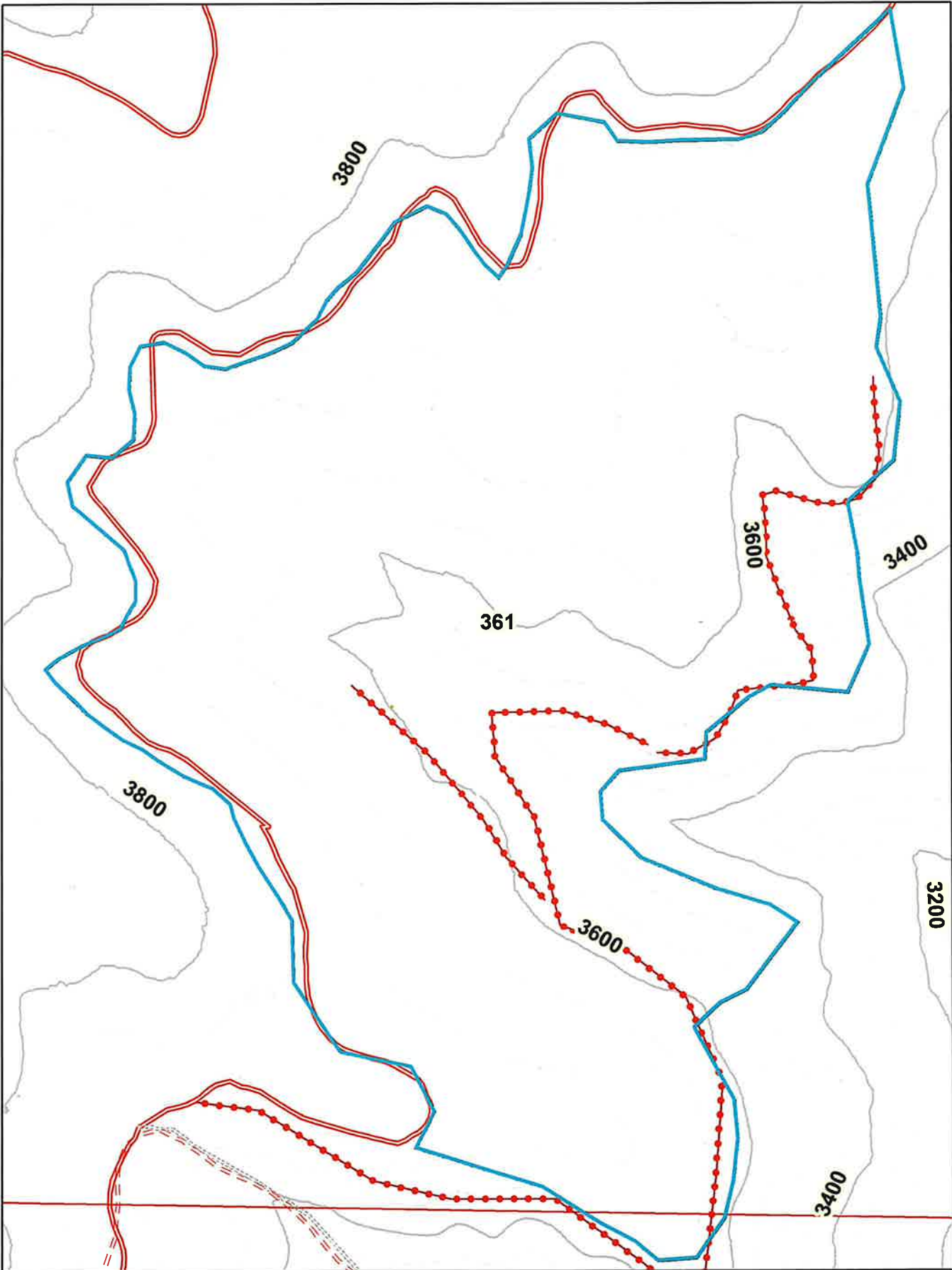
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Bridge Creek Excavator Piling
Block 309
29.3 Acres



Bridge Creek 348-361 (79.3 Acres)
Mechanical Slash Piling

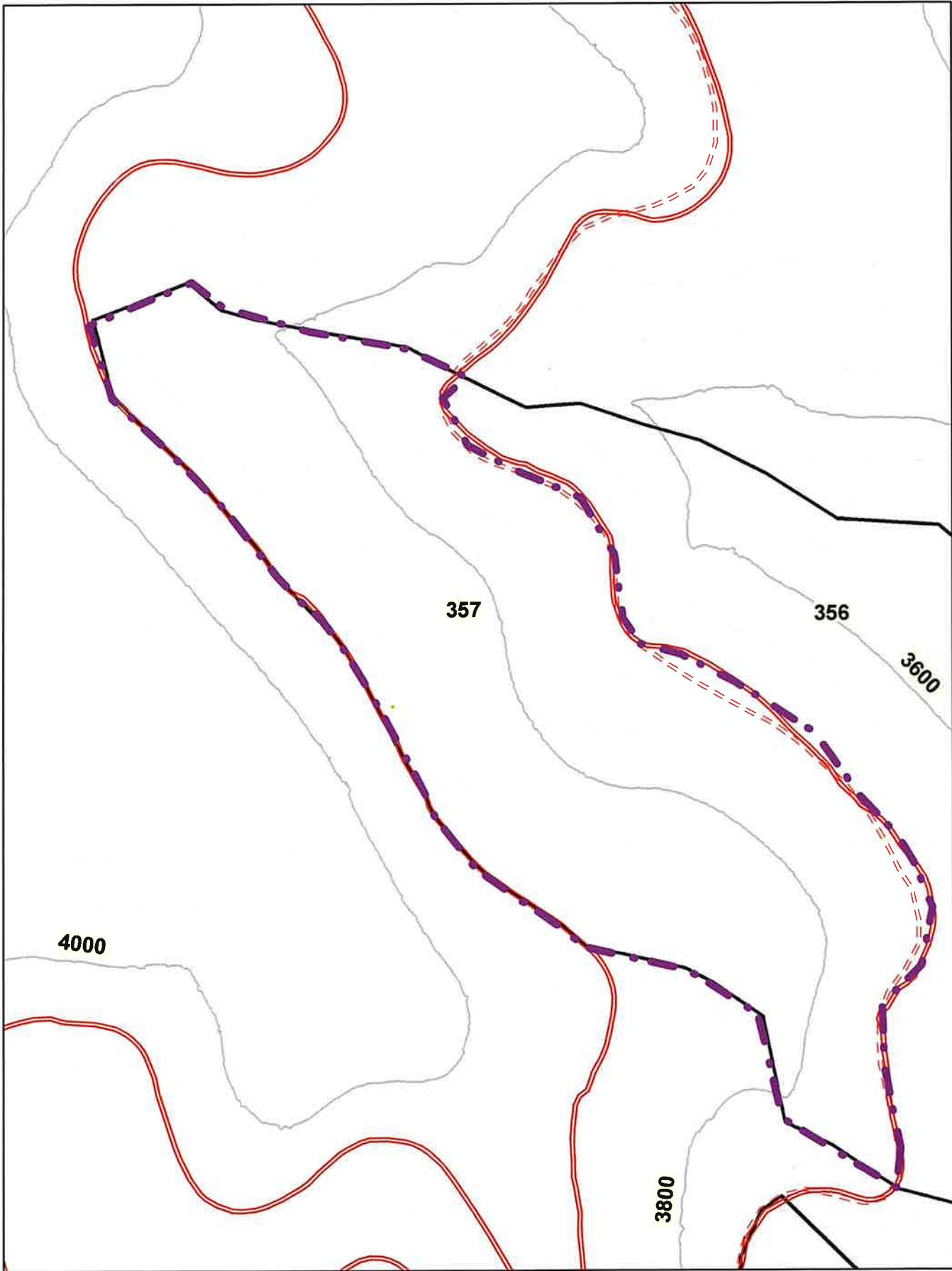


Legend

- Temporary
- Survey
- Easement
- Utility
- Right of Way
- Property Line
- Boundary
- Proposed Mechanical Slash Piling
- Survey Corner
- Survey Marker
- Survey Stake
- Survey Point
- Survey Station

3/15/23 10:55:30 AM

Bridge Creek 348-357 (25.9 Acres)
Mechanical Slash Piling



0 125 250 500 Feet

Legend

STATUS

- ✗ MANAGED
- OPEN
- CLOSED

BOX_TYPE

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- PIS
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DATE: 10/15/2019 10:10:10 AM

USER: JEFFREY

Tree Planting Contract
ON THE COLVILLE INDIAN RESERVATION
Roaring Creek Tree Planting

REQUEST FOR PROPOSAL FOR CONTRACT SP- 04-PLNT-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	SEEDLINGS	BID/ Seedling	\$ TOTAL
Roaring Creek	202-116	A	79.7	20480		
Roaring Creek	202-117	B	82.6	20480		
Roaring Creek	204-118	C	83.6	20520		
Roaring Creek	204-132	D	88.9	20520		
Roaring Creek	208-123	E	133.9	23120		
	Total Acres		468.7	105120		

TOTAL CONTRACT \$ _____

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP CODE _____

PHONE NUMBER: _____

Bids will be received at the San Poil Forestry Office until 4 PM **March 3rd, 2023**,
San Poil Forestry Office. **No Faxed** bid will be accepted. Mailed bids
must be **Received** on or before the due date.

EXHIBIT "B"

COLVILLE INDIAN RESERVATION SAN POIL DISTRICT TREE PLANTING DATA SHEET

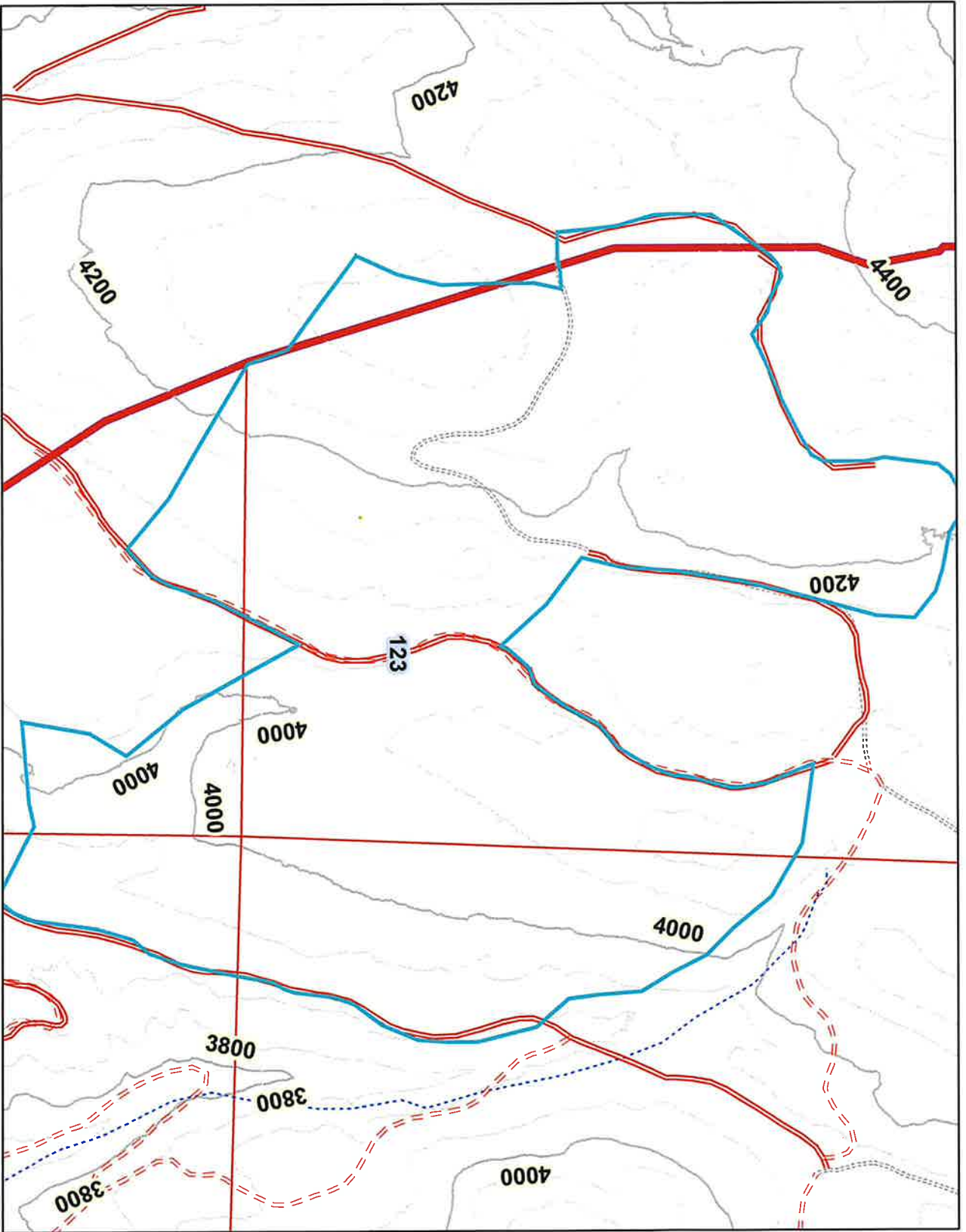
SP 04-PLNT-2023		CONTRACT DAYS		12
UNIT NAME	Roaring Creek	Roaring Creek	Roaring Creek	Roaring Creek
INSPECTION ITEM	A	B <td>C</td> <td>D</td>	C	D
UNIT NUMBER	202-116	202-117	204-118	204-132
ACRES	79.7	82.6	83.6	88.9
TREES/ACRE	300	300	300	300
SPACING	10.4 X 10.4	10.4 X 10.4	10.4 X 10.4	10.4 X 10.4
SCALP SIZE	16"	16"	16"	16"-16"
STOCK TYPE	Greenhouse 10.s	Greenhouse 10.s	Greenhouse 10.s	Greenhouse 10.s
	SP-070-3.9 12560	SP-070-3.9 12560	SP-122-3.5 10,560	SP-122-3.5 10560
	SP-070-4.5 7920	SP-070-4.5 7920	SP-204-3.3 9,960	SP-204-3.3 9960
SPECIES	WL	WL	WL/PP	WL/PP
SPECIES MIX %	100%	100%WL	60 40%	60 40%
PLANTING METHOD	Hoedad	Hoedad	Hoedad	Hoedad
ESTIMATED SEEDLING(S)	20,480	20,480	20,520	23,120
ELEVATION	4200	4000	3600	4200
AVERAGE SLOPE %	30%	10%	20%	20%
SITE PREP	Wildland fire 2015	Wildland fire 2015	Wildland fire 2015	Wildland fire 2015

EXHIBIT "D"



Source: Soil, Water, Geology, Statistics, Capabilities, and Aerials of USDA, NRCS, National Forest and Waters User Community

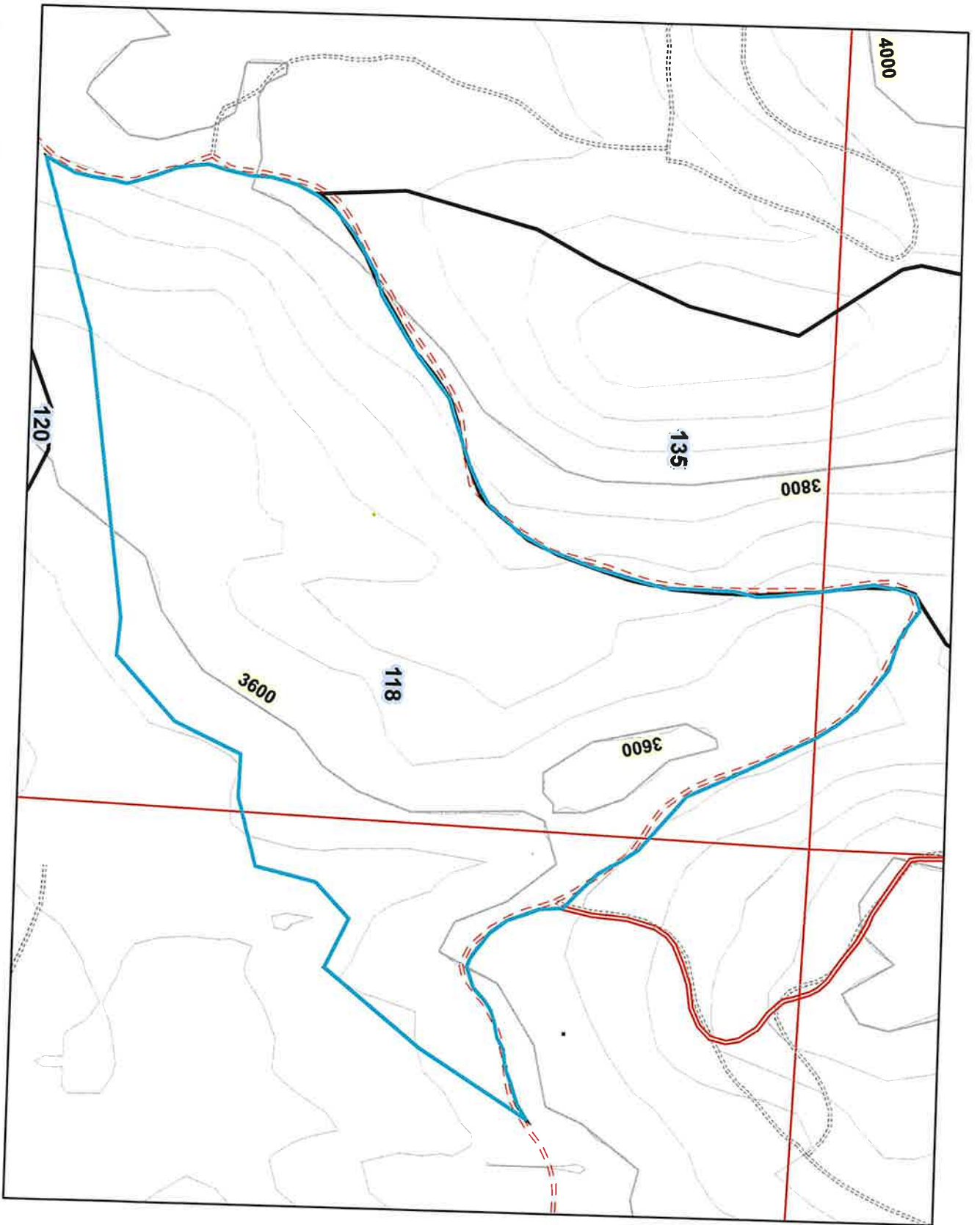
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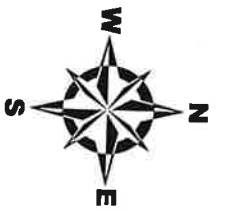
Roaring Creek Block 123
133.9 Acres



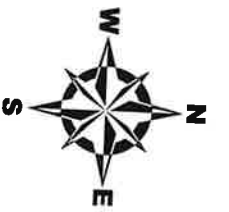
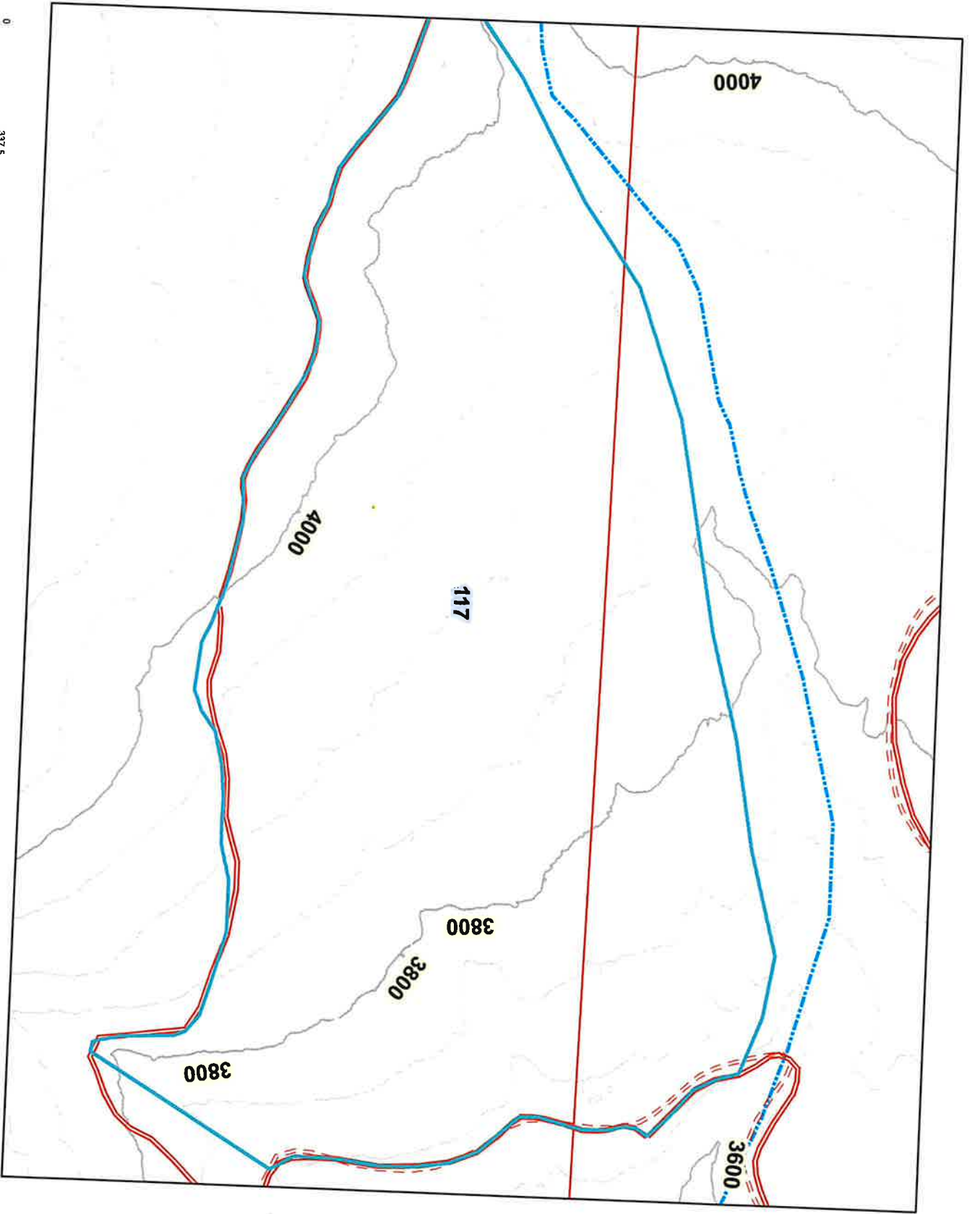
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 - IWR
 - SWS
 - TR
 - UR
 - bearing/dfl
 - WATER_CODE**
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 - 5
 - se section 83
 - SFL/dfl
 - SP_Type
 - contour_200ft
 - contour_50ft



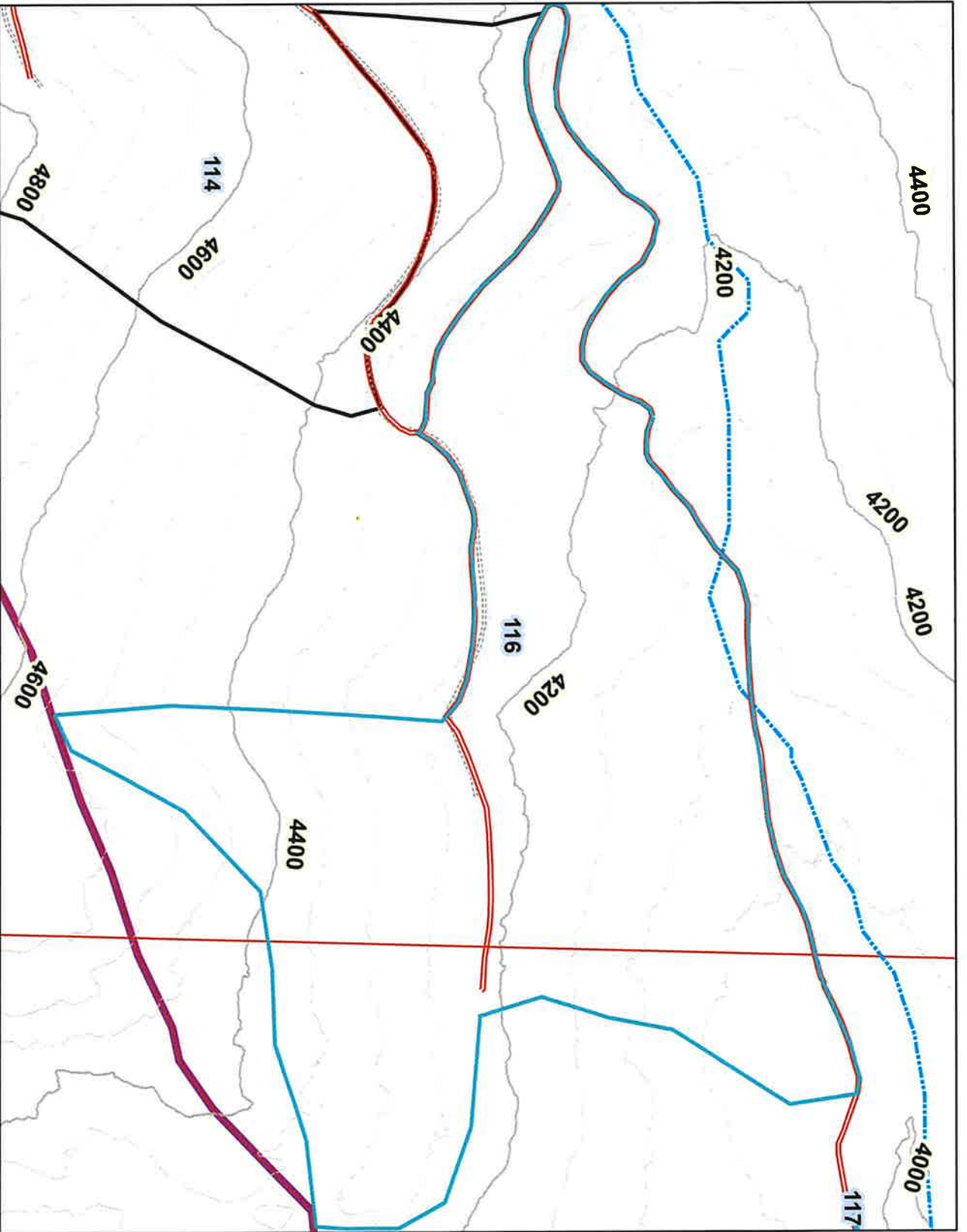
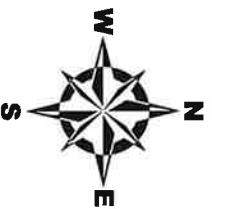
Roaring Creek Block 118
83.6 Acres



- Legend**
- Recreation 06
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 - MNR
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 - Water/General
 - WATER_CODE
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- Legend**
- reconstruction 03
 - RDS_TYPE
 - NR
 - SHS
 - UR
 - contingential
 - WATER_CODE
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 - 2
 - 3
 - 4
 - sp status 03
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 - SP_Type
 - contour_2001
 - contour_501



Roaring Creek Block 116
79.7 Acres

- Legend**
- recontour/structure dft
 - RDS_TYPE**
 - MR
 - SMS
 - TR
 - UR
 - URR
 - back/cut/gravel
 - WATER_CODE**
 - 1
 - 2
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 - 4
 - 1p section G3
 - SFL/area
 - SFL_Type
 - SFL_Type
 - contour_200ft
 - contour_50ft

Tree Planting Contract
ON THE COLVILLE INDIAN RESERVATION
Summit Trail Fire Tree Planting

REQUEST FOR PROPOSAL FOR CONTRACT SP- 03-PLNT-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	SEEDLINGS	BID/ Seedling	\$ TOTAL
Summit South	344-223	A	75.0	14880		
Summit South	344-234	B	56.0	11040		
Summit South	344-237	C	17.0	3360		
Summit Fire	337-150	D	43.0	8160		
Summit Fire	337-151	E	44.0	8640		
Summit Fire	337-152	F	41.0	8160		
Summit Fire	337-153	G	154.0	26600		
Summit Fire	337-154	H	45.0	8640		
Summit Fire	337-030	I	27.0	7920		
Summit Fire	337-158	J	30.0	8880		
Summit Fire	337-159	K	139.0	41280		
Summit Fire	337-160	L	56.0	11040		
Summit Fire	337-161	M	36.0	7200		
Summit Fire	337-162	N	15.0	2880		
	Total Acres		778.0	168680		

TOTAL CONTRACT \$ _____

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP CODE _____

PHONE NUMBER: _____

Bids will be received at the San Poil Forestry Office until 4 PM **March 3rd, 2022**,
San Poil Forestry Office. **No Faxed** bid will be accepted. Mailed bids
must be **Received** on or before the due date.

EXHIBIT "B"

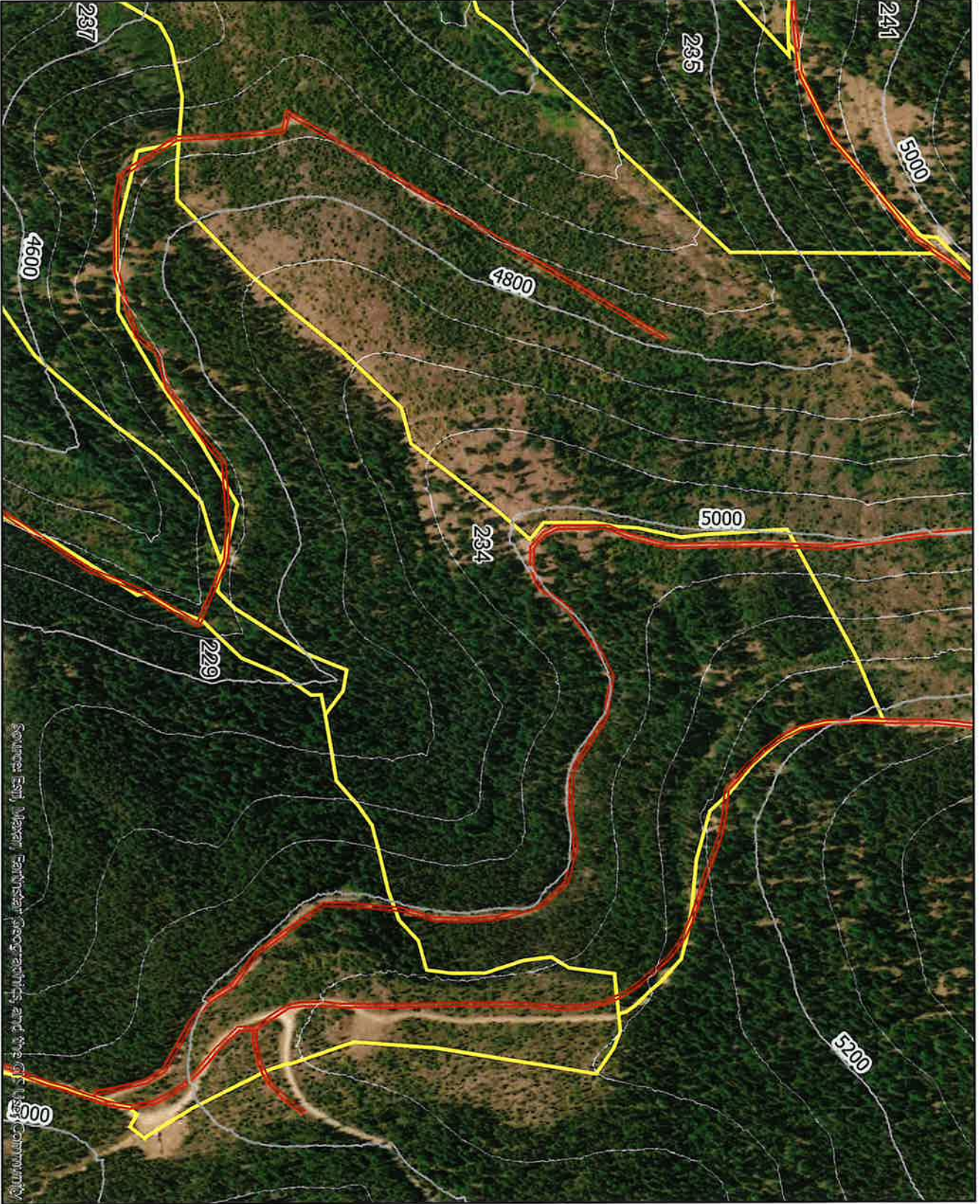
DLVILLE INDIAN RESERVATION SAN POIL DISTRICT TREE PLANTING DATA SHEET

Summit North	Summit North	Summit North	Summit North	Summit North	Summit North	Summit North	Summit North
H	I	J	K	L	M	M	M
337-154	337-030	337-158	337-159	337-160	337-161	337-162	
45.0	27.0	30.0	139.0	56.0	36.0	15.0	
12.7 X 12.7	12.7 X 12.7	12.7 X 12.7	12.7 X 12.7	12.7 X 12.7	12.7 X 12.7	12.7 X 12.7	12.7 X 12.7
24"	24"	24"	24"	24"	24"	24"	24"
Greenhouse	Greenhouse	Greenhouse	Greenhouse	Greenhouse	Greenhouse	Greenhouse	Greenhouse
10 s	10 s	10 s	10 s	10 s	10 s	10 s	10 s
SP-070-3.9	SP-070-5.0	SP-070-5.0	SP-070-5.0	SP-070-3.9	SP-070-3.9	SP-070-3.9	SP-070-4.0
4,320	7,920	8,880	12,000	5,520	3,600	3,600	2,880
SP-070-4.0				SP-070-4.0			
4,320				5,520			
PP and WL	WL	WL	WL	PP and WL	PP and WL	WL	
50%DF and 50% PP	100% WL	100% WL	100% WL	50%DF and 50% PP	50%DF and 50% PP	100% WL	
Hoedad	Hoedad	Hoedad	Hoedad	Hoedad	Hoedad	Hoedad	
8,640	7,920	8,880	12,000	2,400	6,000	2,880	
4400	4900	4800	5200	3100	4400	4400	
35%	40%	40%	35%	50%	35%	35%	
Wildland fire 2021	Wildland fire 2021	Wildland fire 2021	Wildland fire 2021	Wildland fire 2021	Wildland fire 2021	Wildland fire 2021	

EXHIBIT "D"

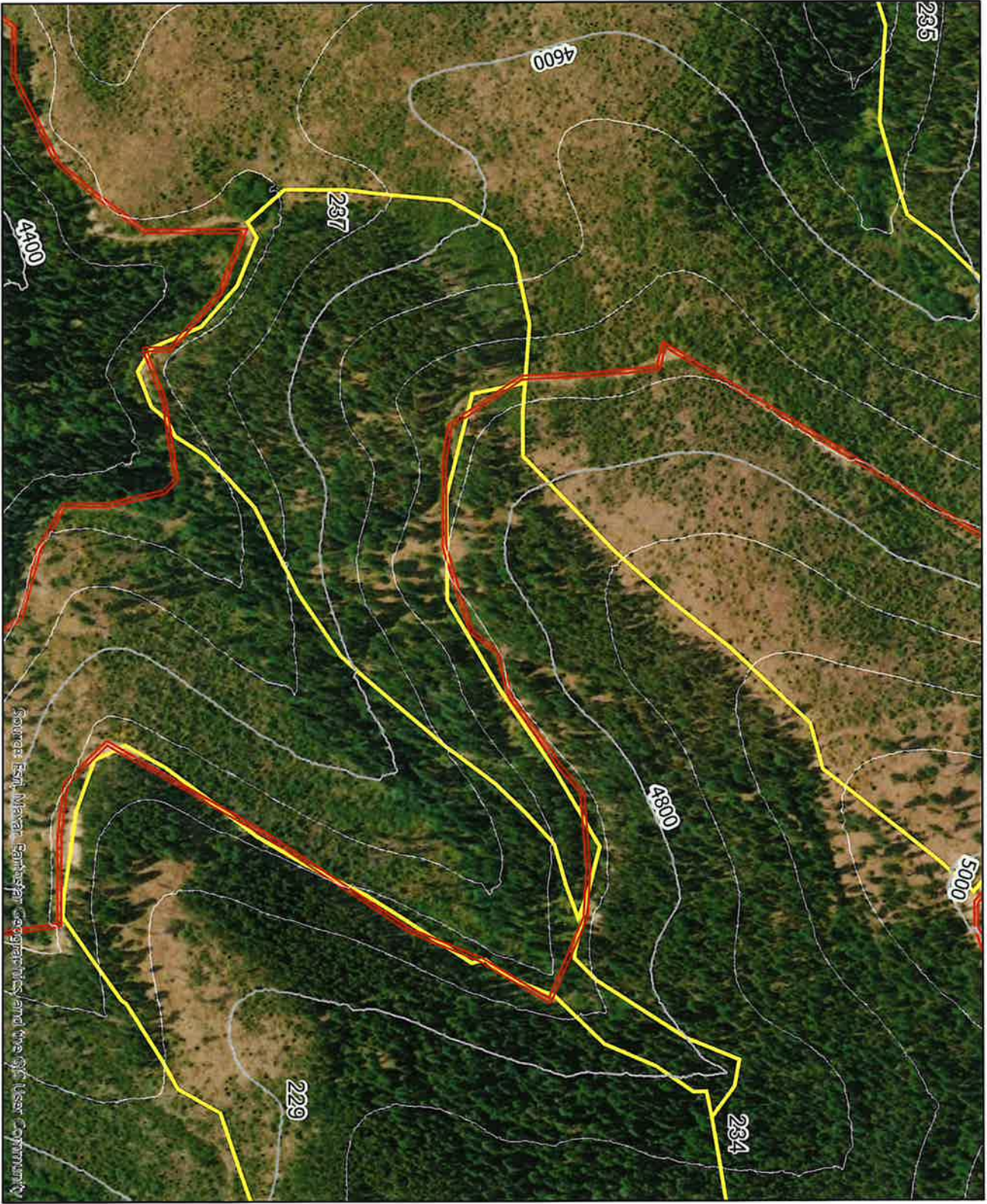


Summit South 344-223



Source: Esri, DeLorme, Garmin, Geographic and the USGS Community

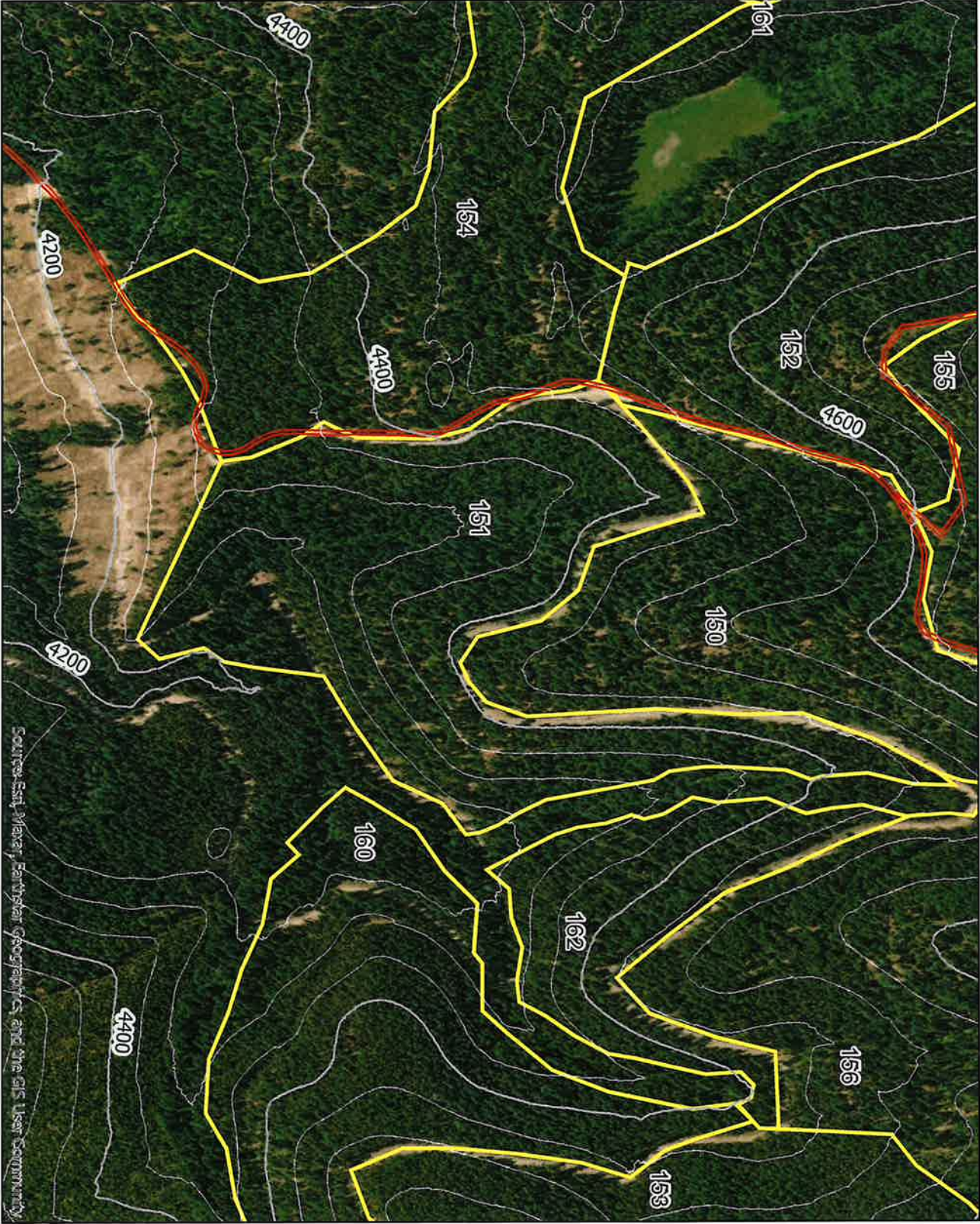
Summit South 344-234



Summit South 344-237

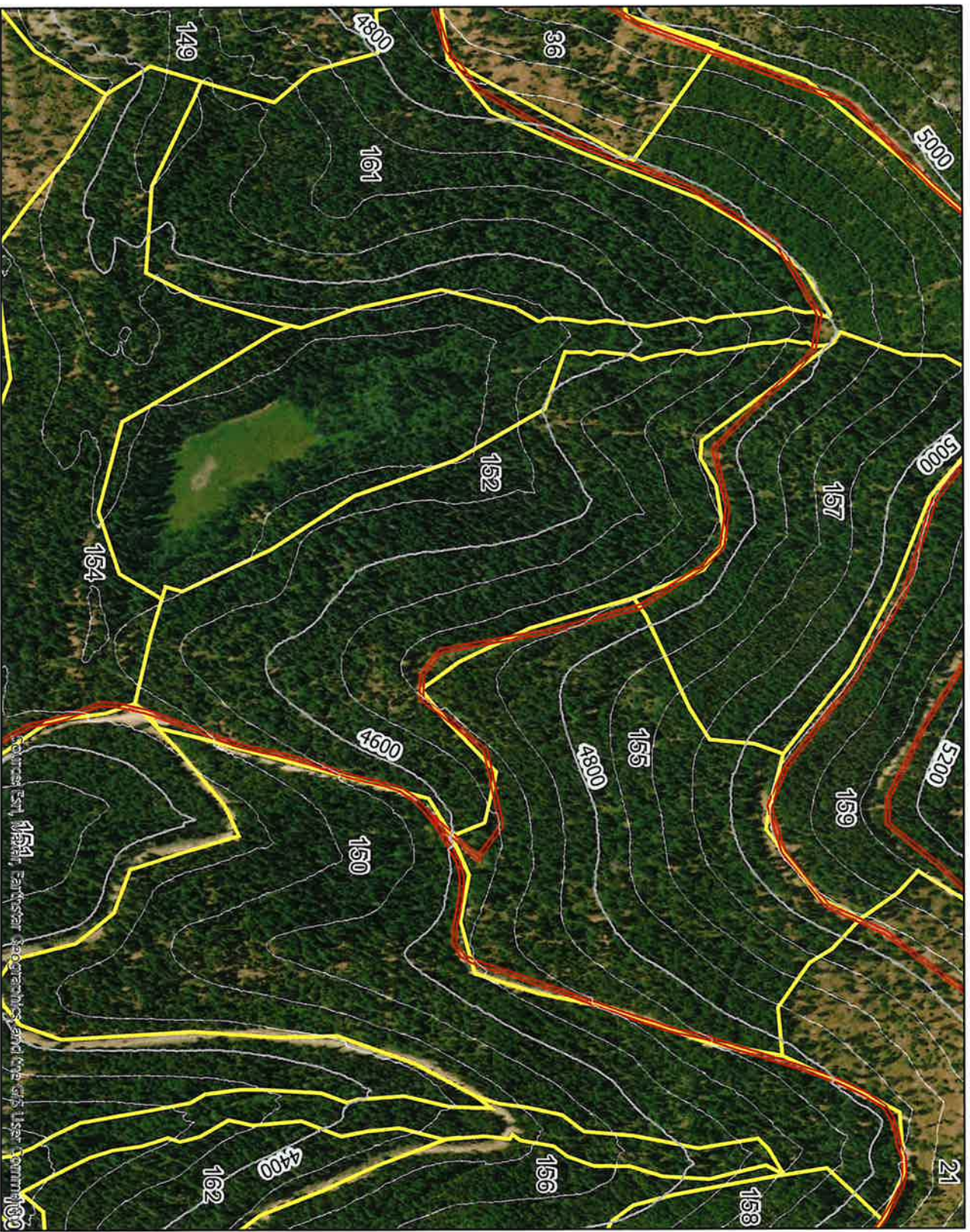


Summit North 337-150



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Summit North 337-151



Summit North 337-152

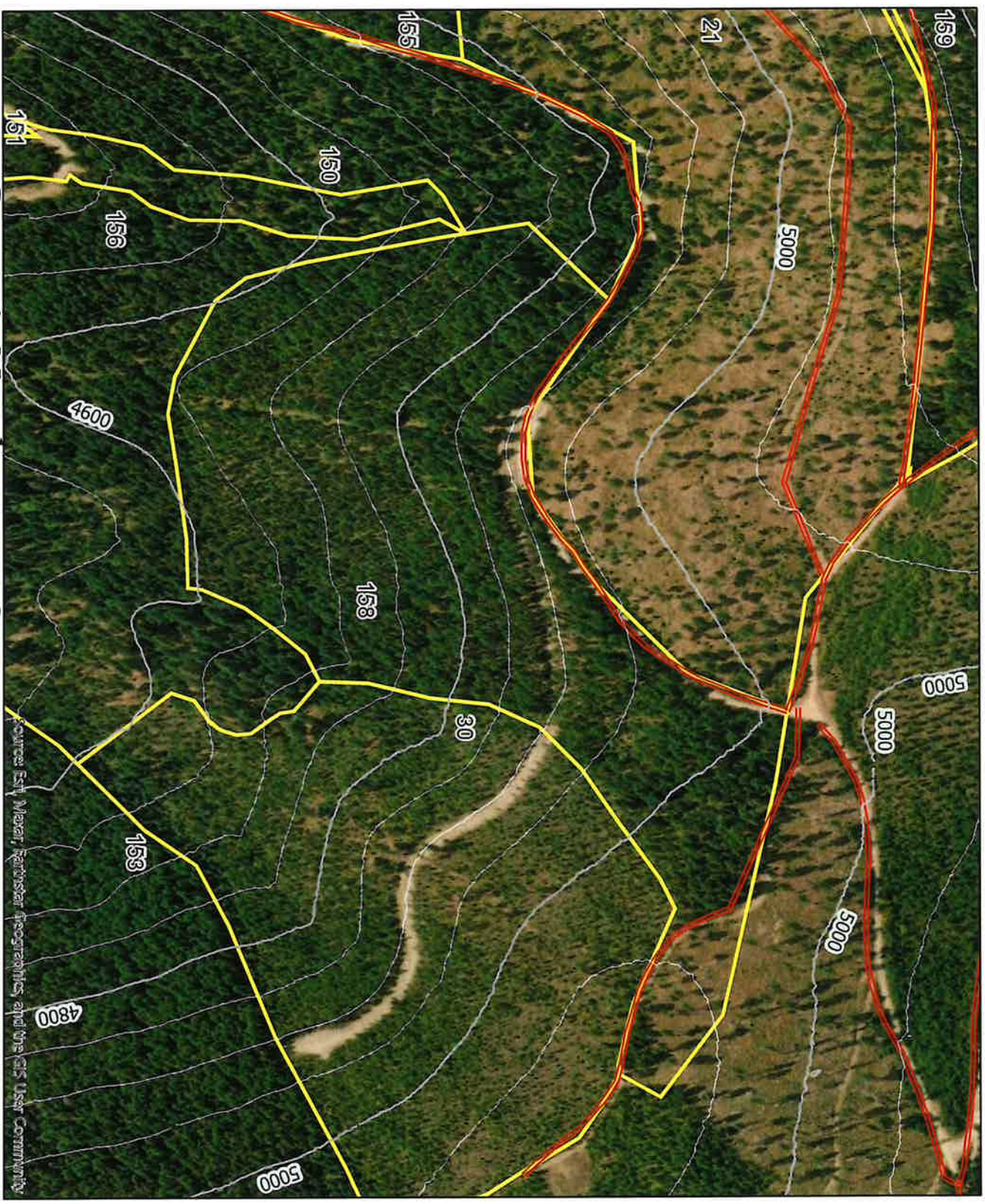


Summit North 337-153



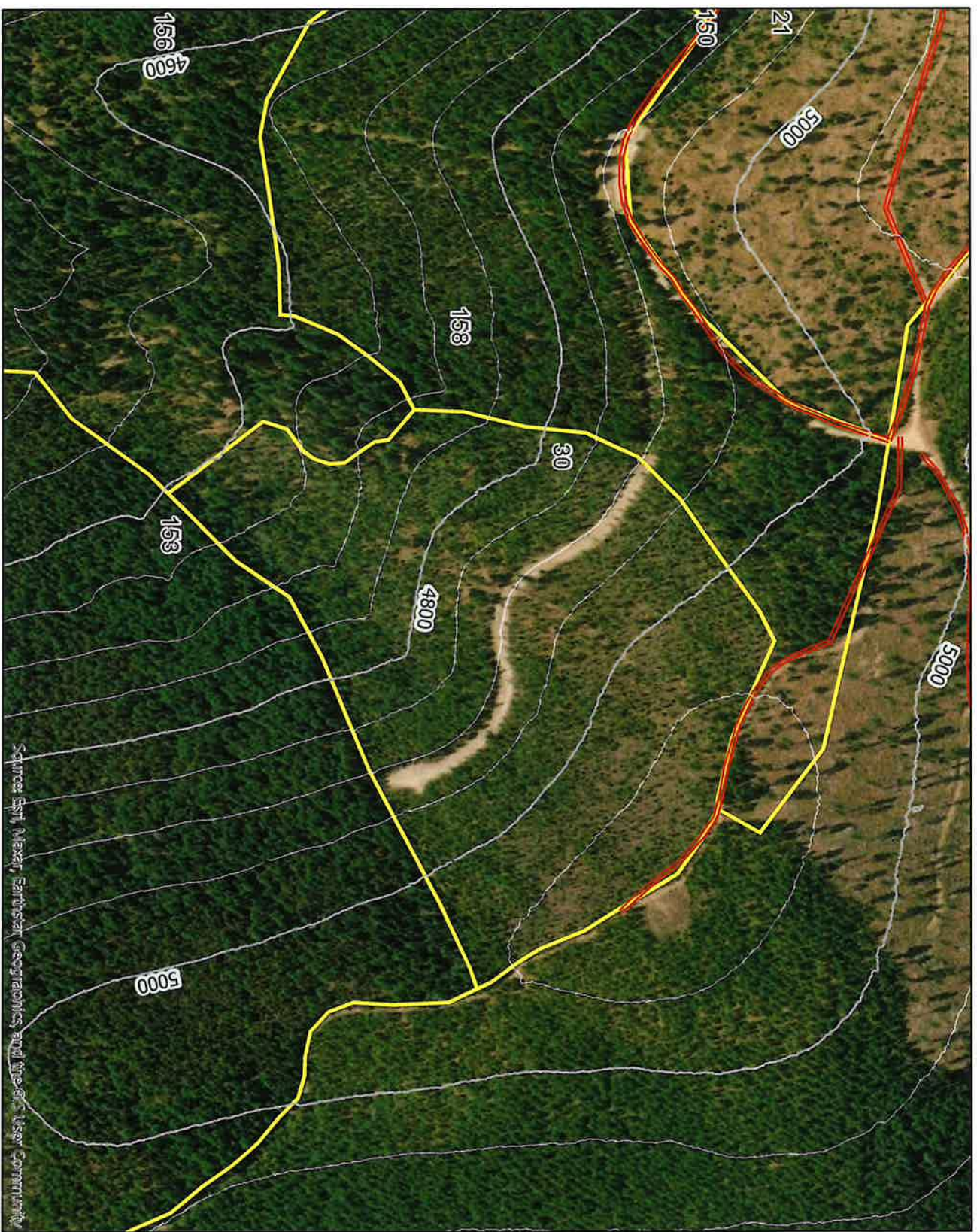
Summit North 337-154

Source: Esri, Mapbox, Satfinder, Geoportals, and the GIS User Community



Summit North 337-158

Source: Esri, Maxar, GeoStar, GeoGraphics, and the GIS User Community



Summit North 337-030

Science East, Mexico, Santhar, Geographical and the of User Community



Source: Esri, Maxar, Earthstar Geographics, CNES/Airbus DS, USDA, AeroGRID, IGN, Esri, DeLorme, HERE, Swire, Ngeo, OpenStreetMap contributors, Swatch, Bing Maps, Mapbox

Summit North 337-159



Source: Soil Map of Farmland, Farmland, and Forest Land Community

Summit North 337-160



Source: Esri, Mapbox, Earthstar Geographics, and the GIS User Community

Summit North 337-161



Source: Srt, Mamei, Earthstar Geographics, and the GIS User Community

Summit North 337-162

Contract Name: Spring 2023 Tree Planting

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: Spring 2023 Tree Planting

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



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



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:

SPRING 2023 TREE PLANTING

SITE LOCATION:

AWARDING AGENCY / CONTRACTING OFFICER: PHONE:

San Paul Forestry, James Albertsen

PRIME CONTRACTOR:

PHONE:

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip): 634-3130

PO Box 188 Kelce WA 99440

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

YES NO

State or Other Industrial Insurance

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

START DATE:

GROSS CONTRACT AMOUNT:

\$

TERO ADMINISTRATIVE FEE: (Lump Sum Payment)

\$

~ 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

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:

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.

Exhibit A

Jelly-Rolling Seedlings

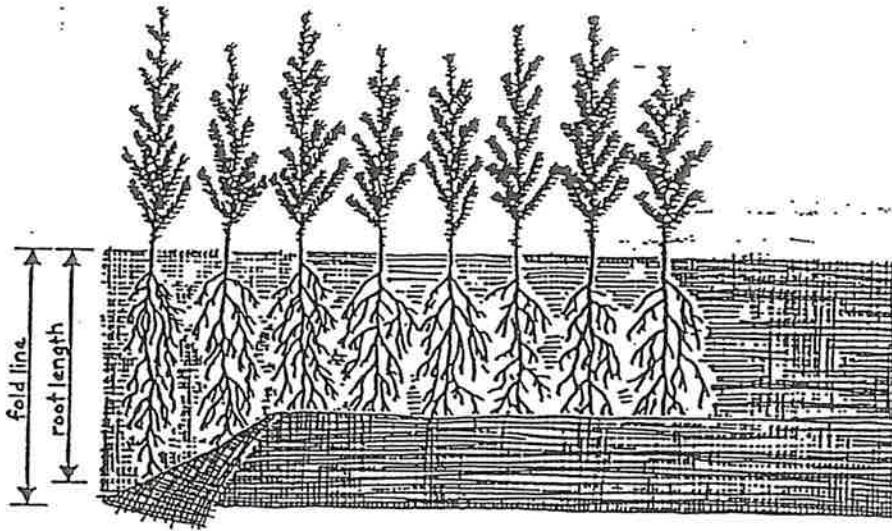
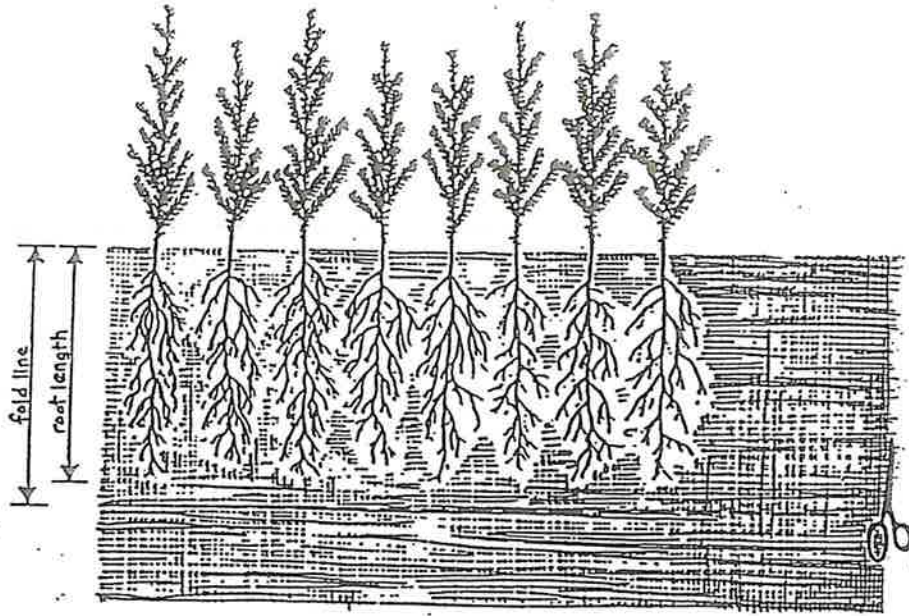


Exhibit B
Natural Objects for Shade

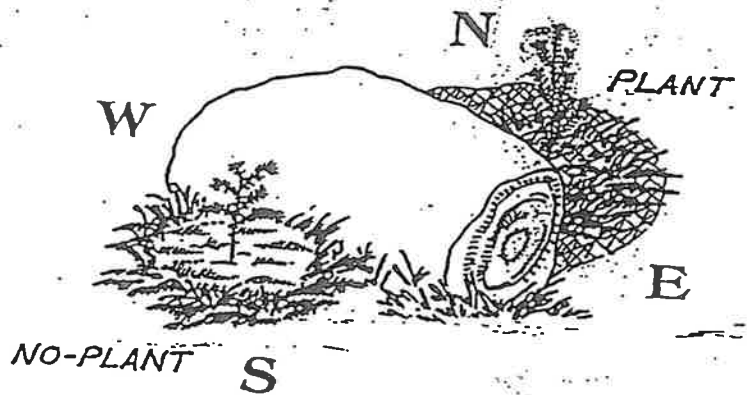
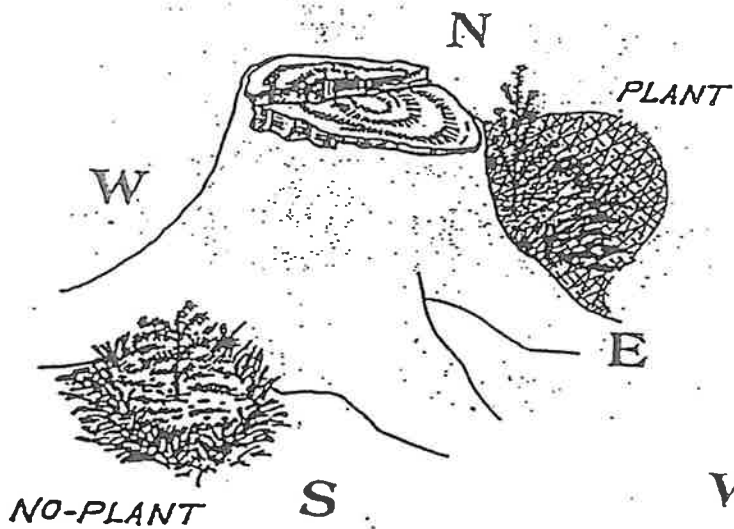
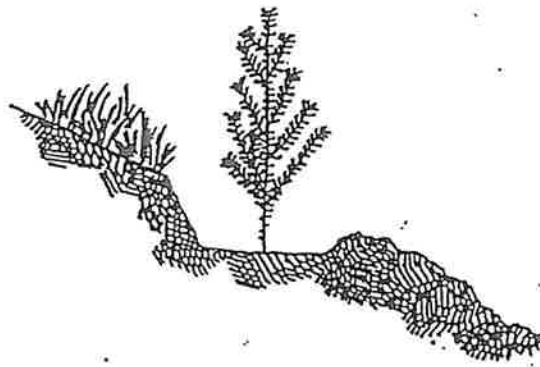
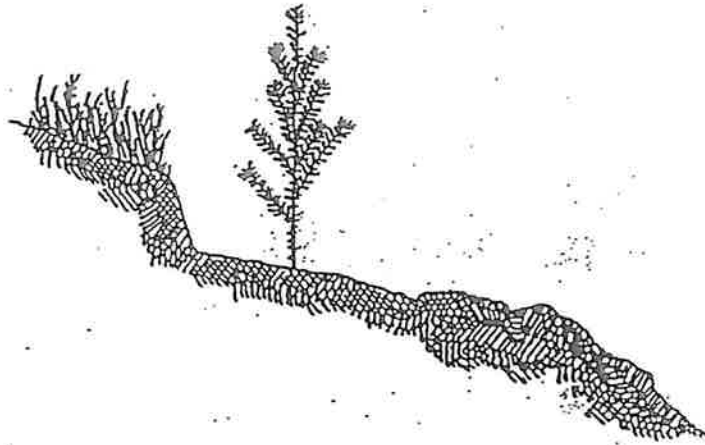
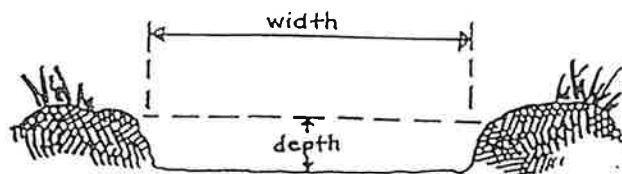


Exhibit C

Full Bench or Terrace Scalp



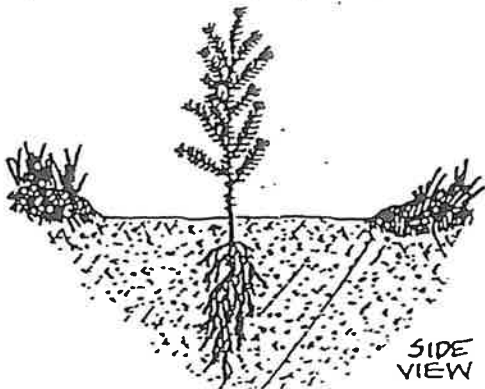
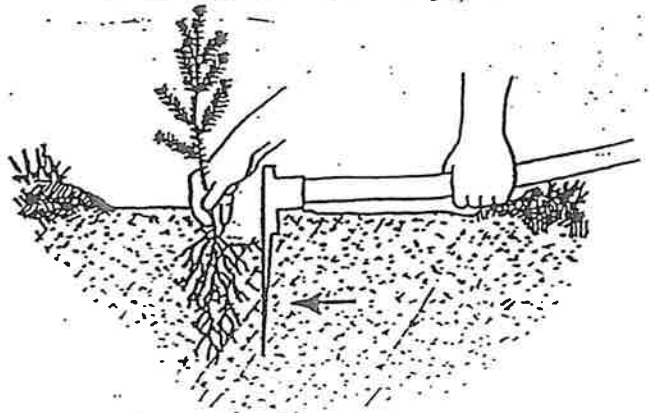
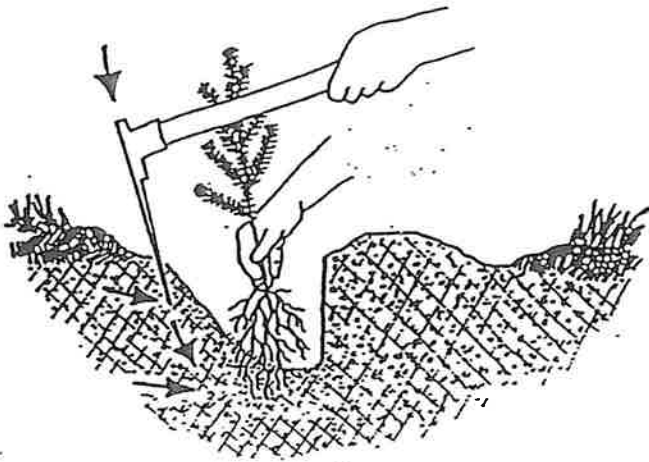
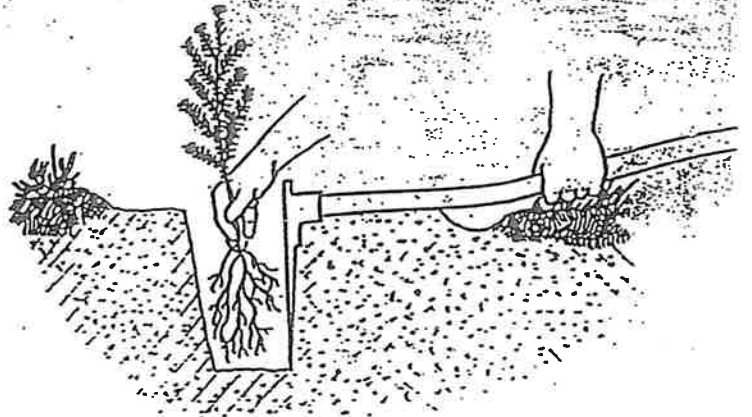
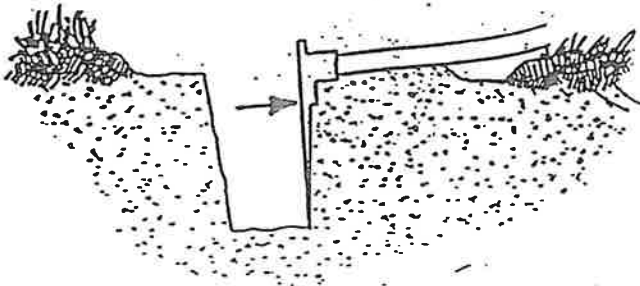
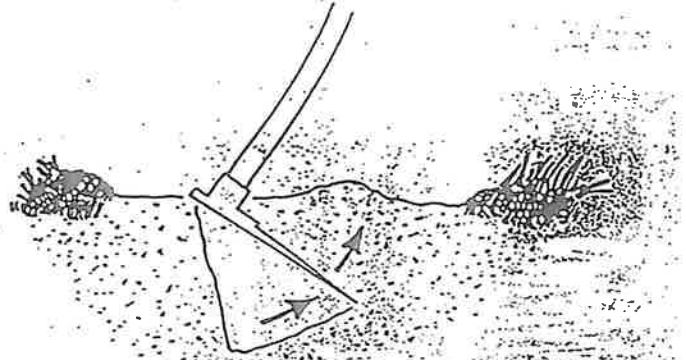
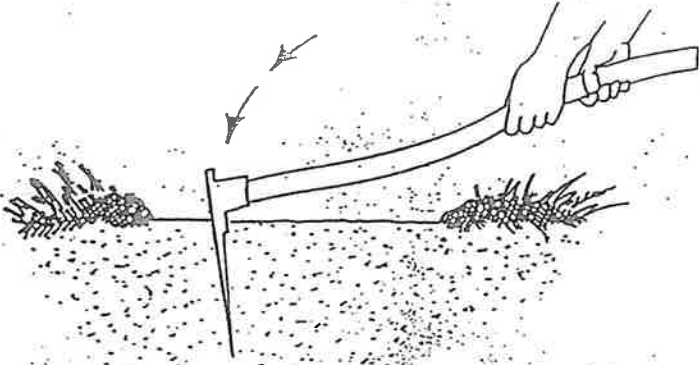
Scalp



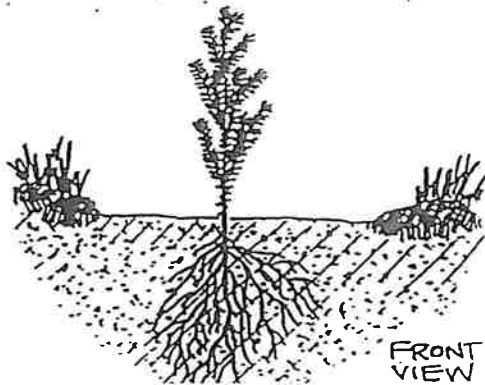
[SEE DATA SHEET]

Exhibit D

Hoe Planting - Hole Broken on Four Sides



SIDE VIEW



FRONT VIEW

Exhibit E

Hoe Planting - Hole Broken on Three Sides

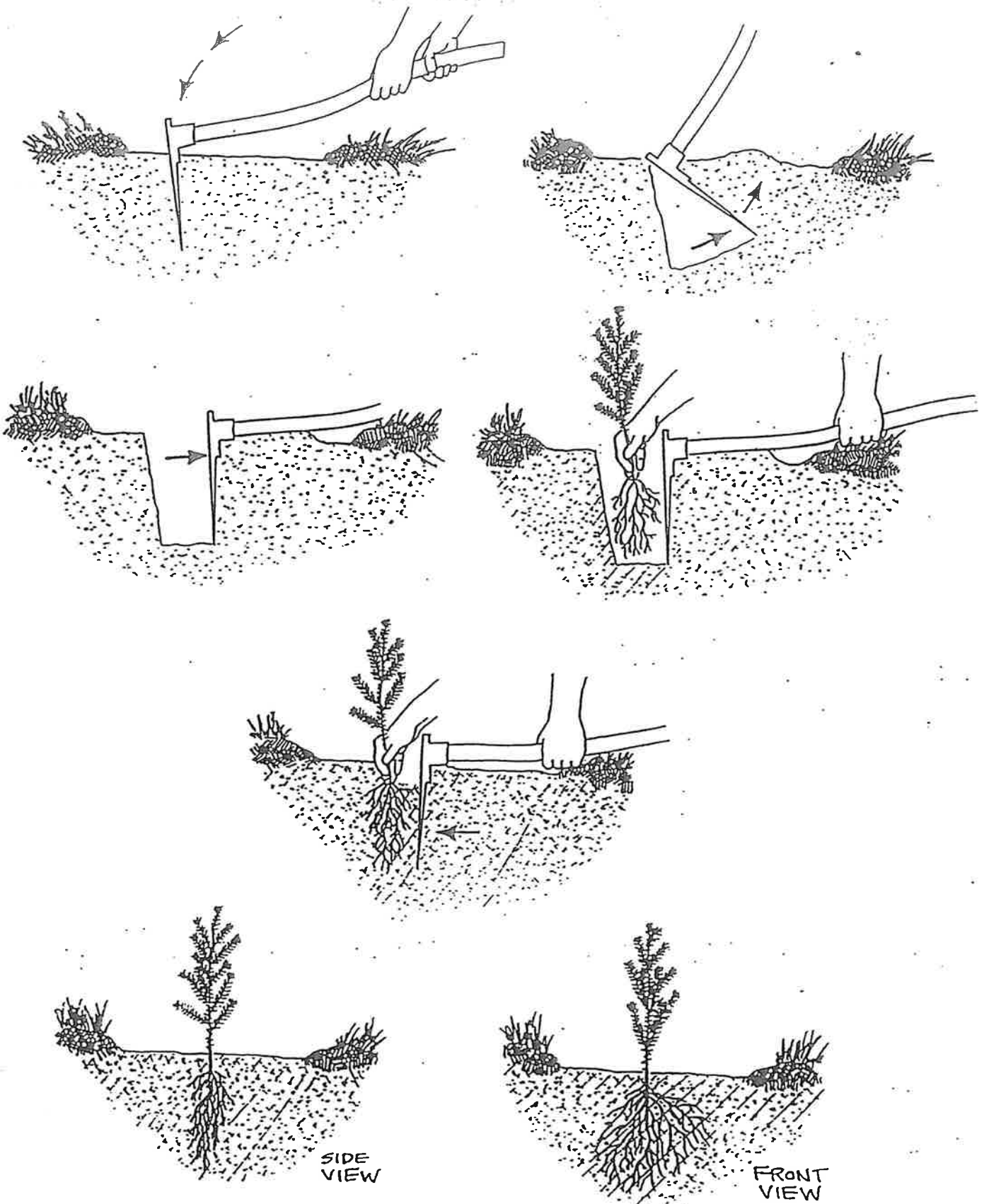
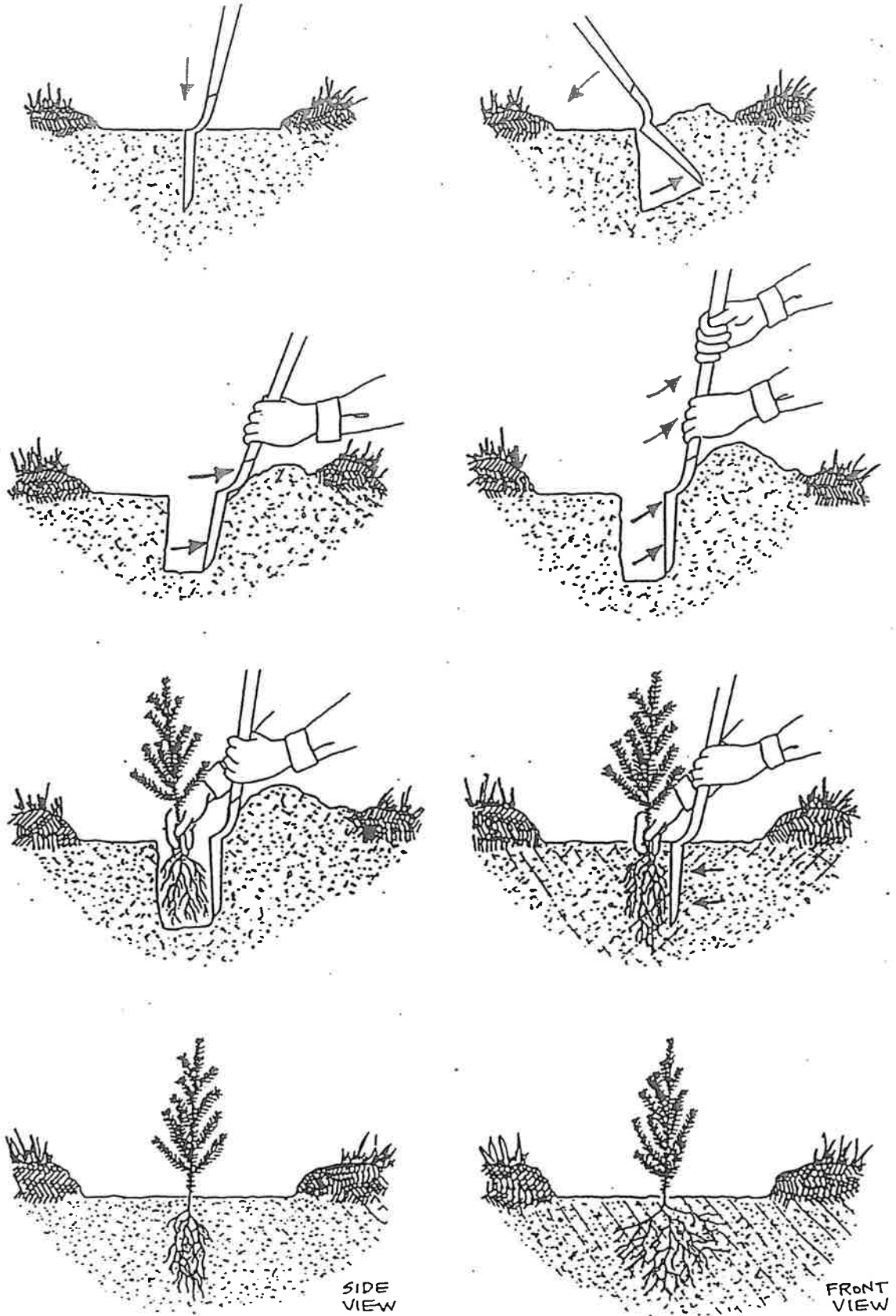


Exhibit E-1

Shovel Planting – Hole Broken on Three Sides



SIDE VIEW

FRONT VIEW

Exhibit F

Auger planting

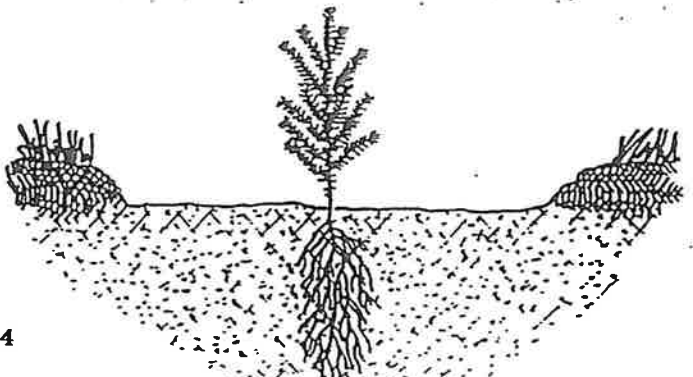
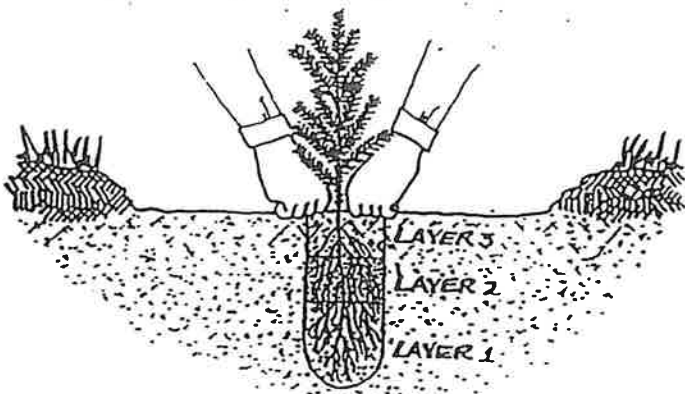
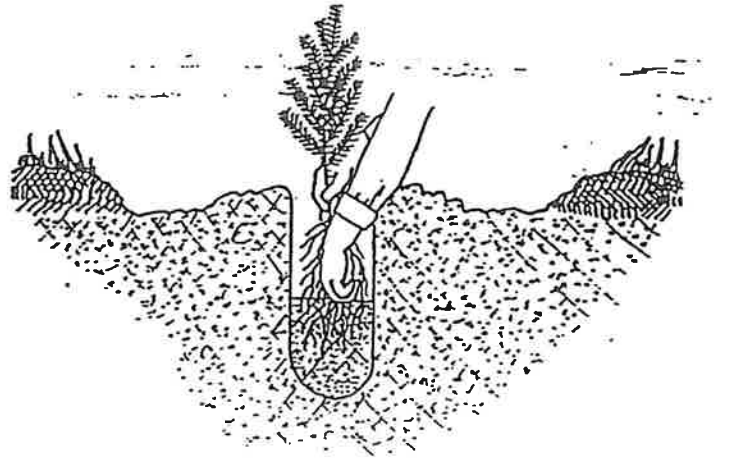
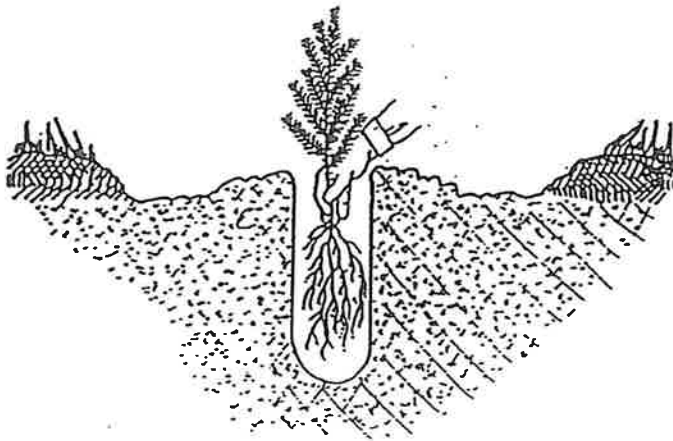
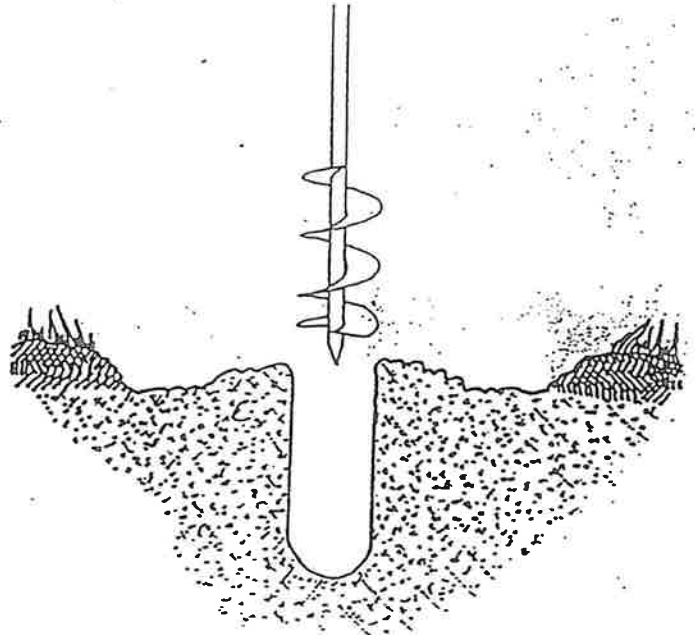
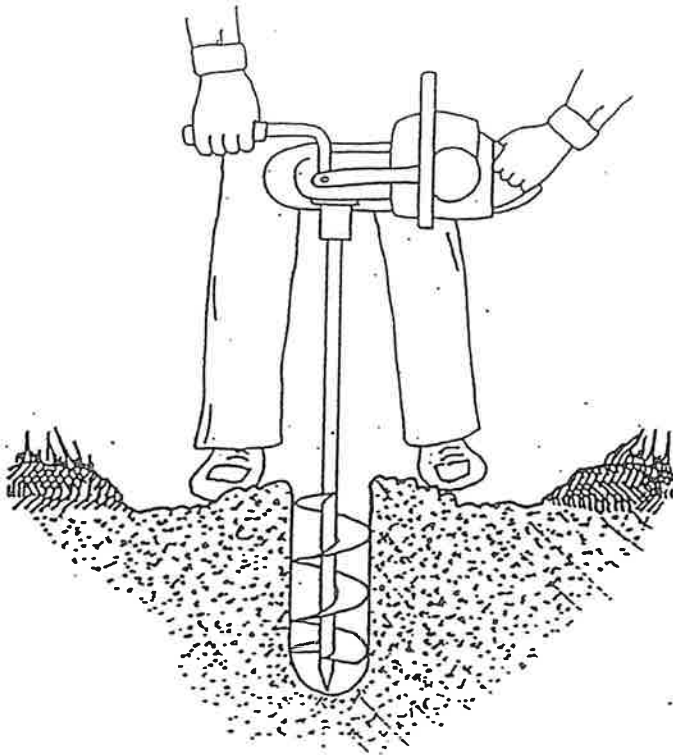
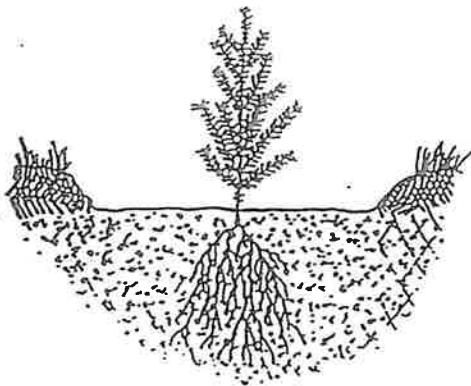
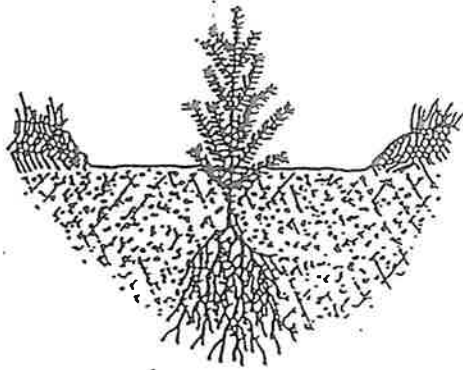


Exhibit G

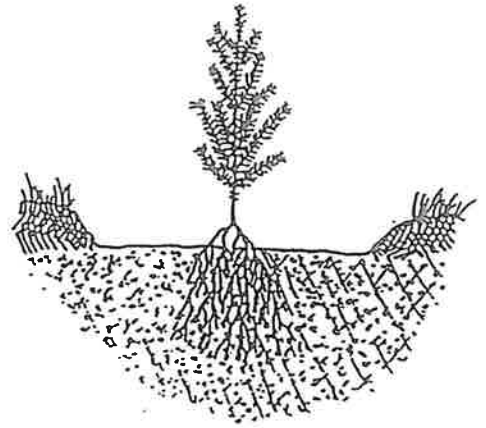
Bareroot Seedling Placement



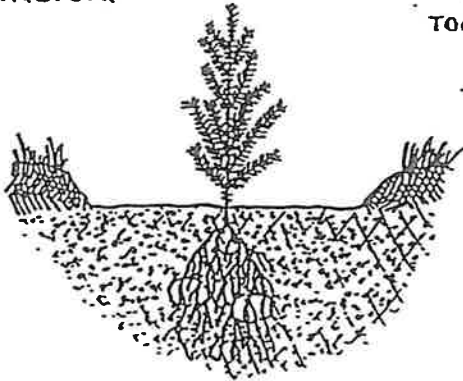
SATISFACTORY



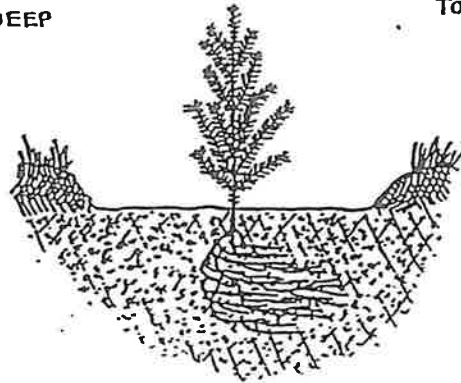
TOO DEEP



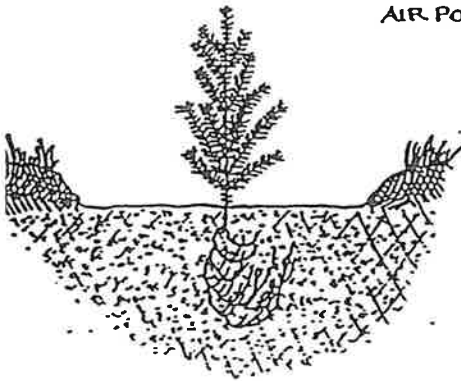
TOO HIGH



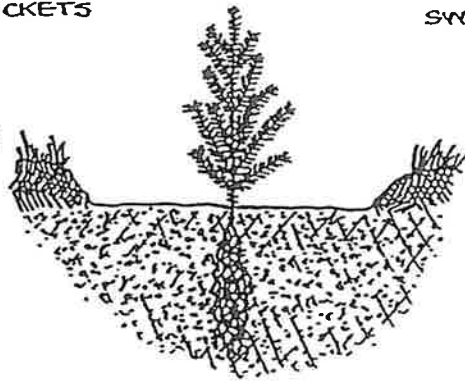
AIR POCKETS



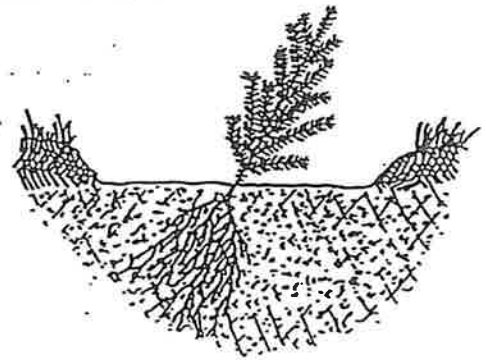
SWEPT ROOTS



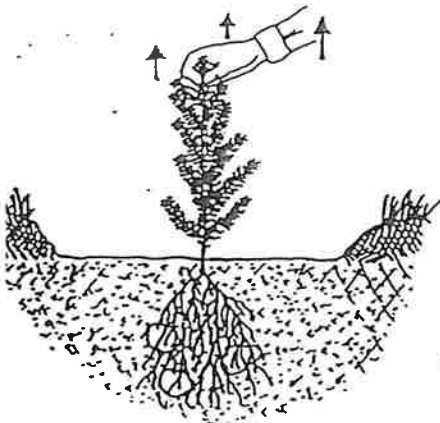
"J" ROOTS



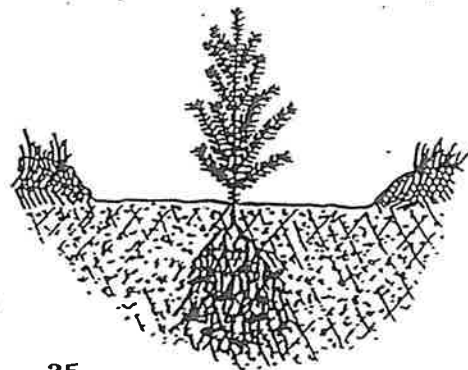
BUNCHED ROOTS



LEANER



TOO LOOSE



TOO DENSE

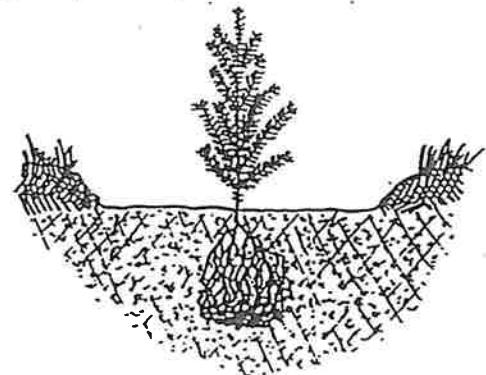


Exhibit H

Bareroot Seedling Root Measurements

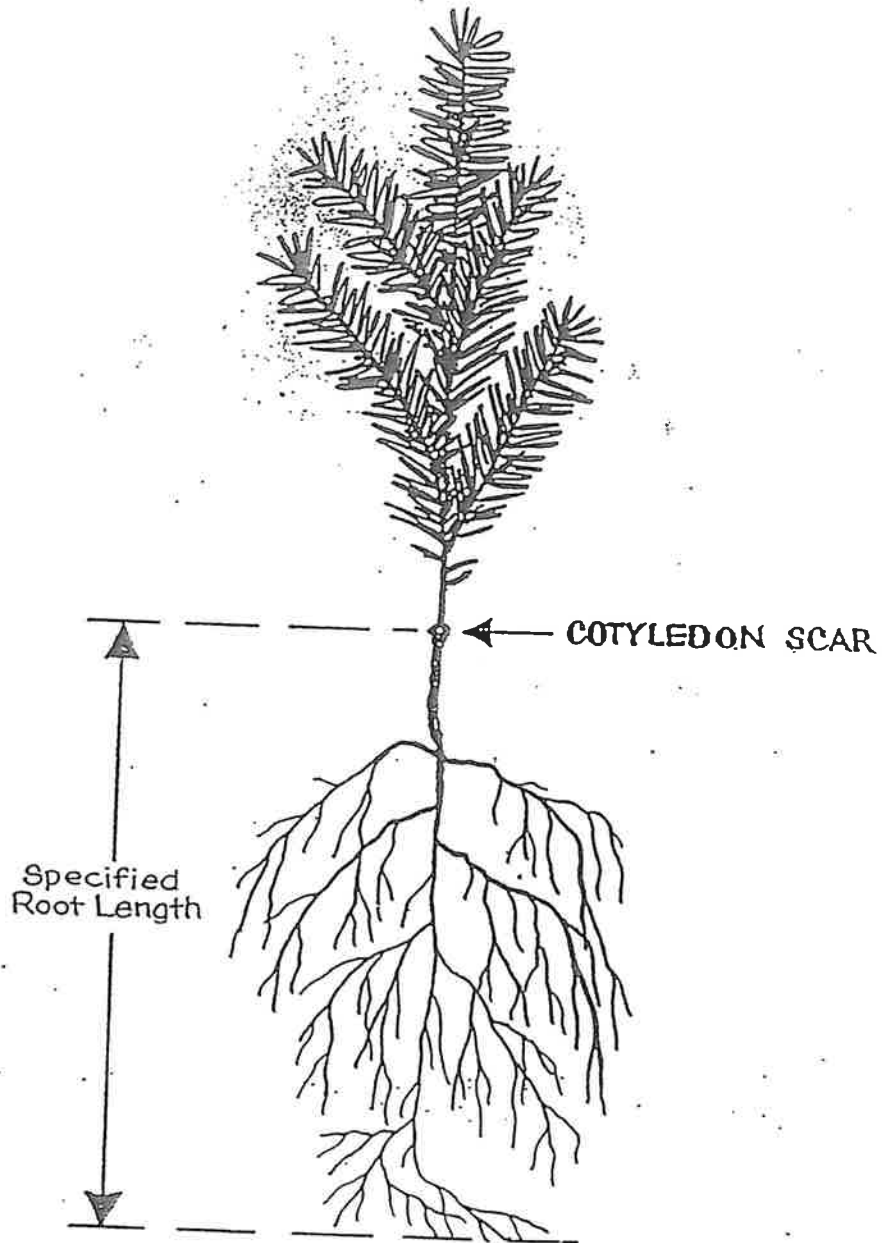
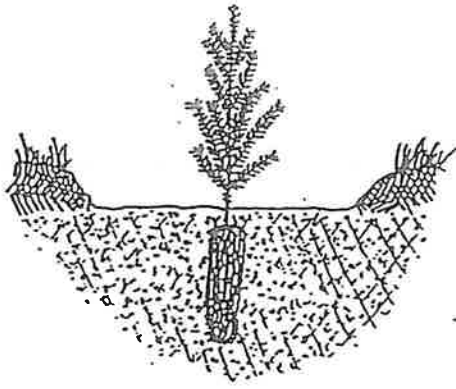
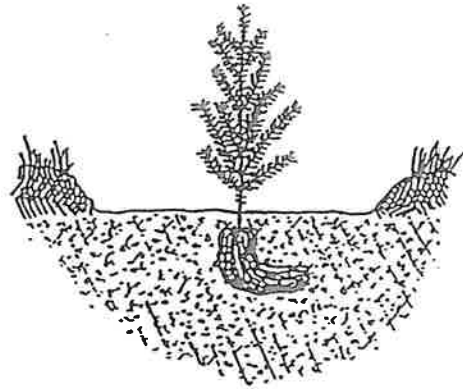


Exhibit I

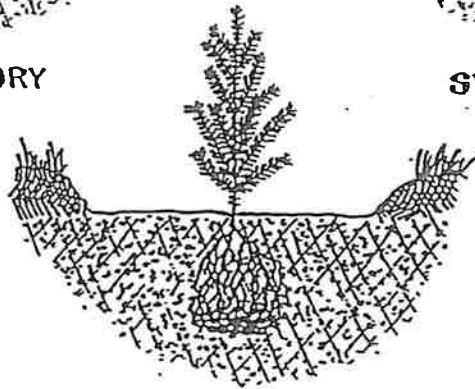
Container Seedling Placement



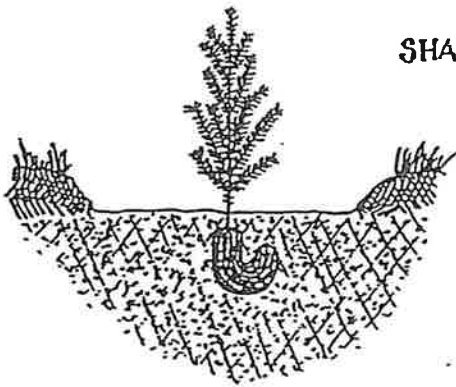
SATISFACTORY



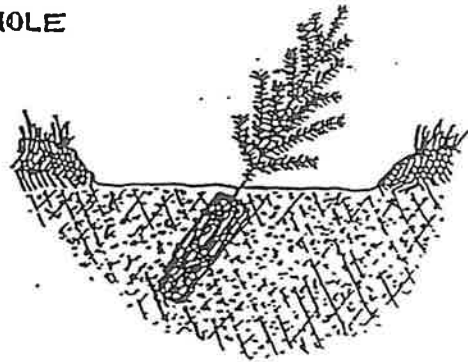
SWEPT ROOT



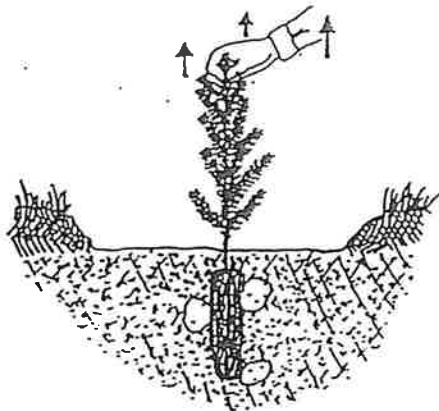
SHALLOW HOLE



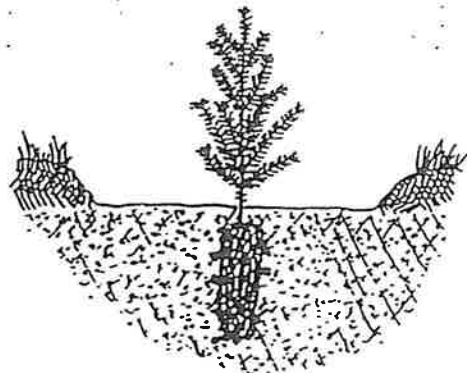
J~ ROOT



LEANER



LOOSE/AIR POCKETS



DEBRIS

Exhibit J
Container Seedling Planting Depth and Alignment

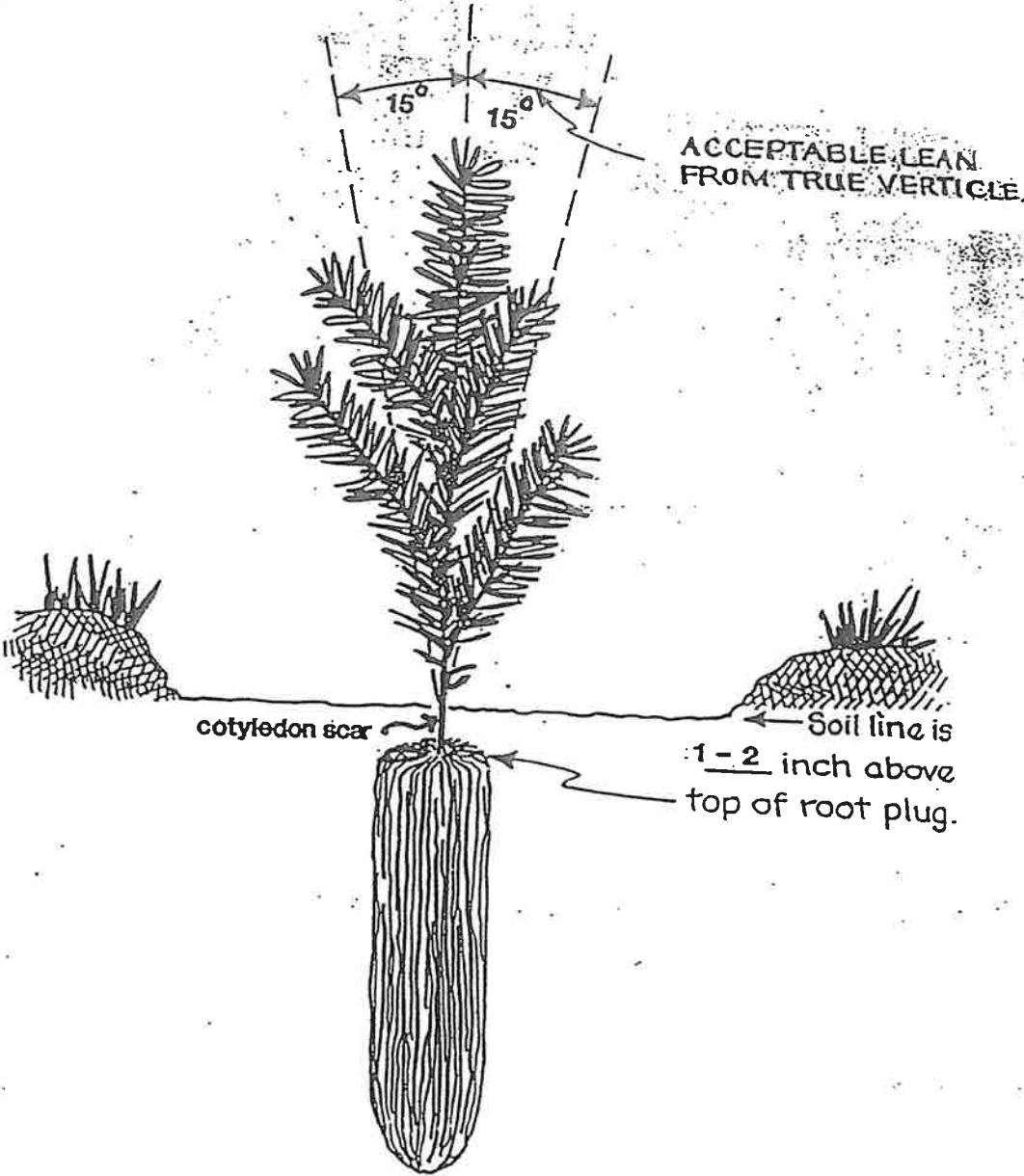


Exhibit K

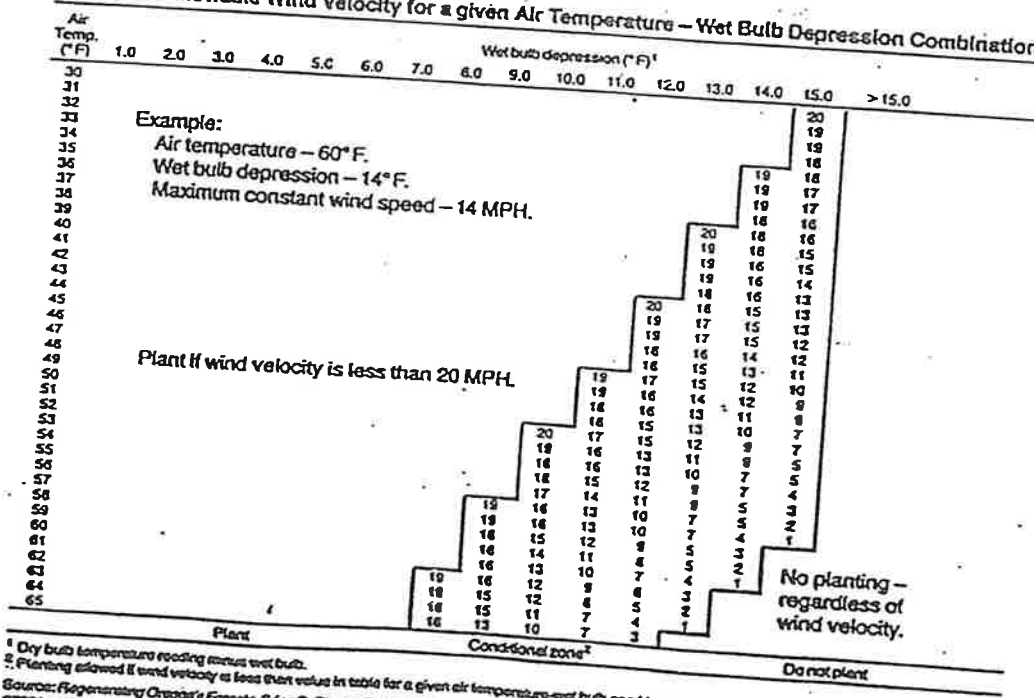
Plot Radius in Feet

AVERAGE PERCENT SLOPE ¹	PLOT SIZE (ACRES) ²	
	1/100	1/50
0	11.8	16.7
5	11.8	16.7
10	11.8	16.7
15	11.8	16.7
20	11.9	16.8
25	12.0	16.9
30	12.0	17.0
35	12.1	17.1
40	12.2	17.3
42	12.3	17.3
44	12.3	17.4
46	12.4	17.5
48	12.4	17.5
50	12.5	17.6
52	12.5	17.7
54	12.6	17.8
56	12.6	17.8
58	12.7	17.9
60	12.7	18.0
62	12.8	18.1
64	12.8	18.1
66	12.9	18.2
68	12.9	18.3
70	13.0	18.4
72	13.1	18.5
74	13.1	18.6
76	13.2	18.7
78	13.3	18.8
80	13.3	18.8
82	13.4	18.9
84	13.5	19.0
86	13.5	19.1
88	13.6	19.2
90	13.7	19.3
92	13.7	19.4
94	13.8	19.5
96	13.9	19.6
98	13.9	19.7
100	14.0	19.8
102	14.1	19.9
104	14.1	20.0
106	14.2	20.1
108	14.3	20.2
110	14.4	20.3
112	14.4	20.4
114	14.5	20.5
116	14.6	20.6
118	14.6	20.7
120	14.7	20.8

¹ This is the average slope through the plot and in many plots it can be estimated by the average of the uphill and downhill slopes from the plot center.

² The plot radius is measured parallel to the ground surface around the circumference of the plot.

Maximum Allowable Wind Velocity for a given Air Temperature – Wet Bulb Depression Combination



¹ Dry bulb temperature reading minus wet bulb.
² Planting allowed if wind velocity is less than value in table for a given air temperature-wet bulb combination.
 Source: Regenerating Oregon's Forests, Brian D. Cleary, Robert D. Groves, Richard K. Hermann, Oregon State University, School of Forestry, Corvallis, OR 97331, p. 234.

Exhibit M-2
 Weather Guidelines for Planting Ponderosa Pine

Attachment A

COLVILLE TRIBAL FORESTRY

TREE PLANTING CONTRACT

SPRING 2023

GENERAL AND TECHNICAL SPECIFICATIONS

I. GENERAL

1. Scope of Contract

Because tree survival and growth is dependent upon proper soil and weather conditions at the time of planting and because these conditions will only prevail for a limited length of time, it is imperative that work start promptly after conditions for planting become suitable.

Estimated work start dates for each contract are listed in the Schedule of Items. Actual work start dates will depend on weather and the soil moisture of the planting area.

The normal planting dates for each unit may vary widely according to weather conditions. Therefore, the Contractor(s) shall have sufficient equipment and crews available when weather conditions are suitable for planting.

Because of normal variations in seasonal weather conditions, it is mutually agreed that the contract starting date(s) may be adjusted for each contract with no adjustment in contract time or price.

2. Work Plan

Before start of work the Contracting Officer 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 Colville Tribal Forestry to establish how the Contractor 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 work order should include the average number of employees and the average number of seedlings to be planted on a daily basis. 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 COR is in danger of not completing the contract by the contract completion date the COR may at his/her discretion recommend to the CO to terminate the contract or modify the existing contract by removing some or all the remaining inspection items from the contract. The CO will evaluate the situation and make a decision. If the contract is terminated the Contractor will forfeit his/her **"20% Holdback"**.

3. 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.

4. Insurance

The Contractor will be required to provide Contractors Liability Insurance coverage insurance or its equivalent for all persons employed under this contract. Proof of such insurance shall be filed by; the Contractor with the Contracting Officer before the commencement of work by the Contractor. Proof of such insurance shall be filed by; the Contractor with the Contracting Officer before the commencement of work by the Contractor. If Workmen's Compensation Insurance is tied to your contractor's liability insurance then it must be approved by Risk Management. Otherwise it will be deducted from your final payment.

5. Location and Description of Units

The work areas are located within the Colville Indian Reservation. Attached to and incorporated into this contract are brief descriptions of site conditions and planting unit maps that show specific unit locations. The boundaries are shown on the attached planting unit maps. The maps show the general location of the units; the actual area to be planted will be described by the COR.

6. Accessibility

The work areas may be reached by forest roads that are accessible by a standard **4 wheel drive pickup**, weather permitting. If roads become inaccessible because of snow, fallen trees, slides, washouts, etc., CTF may direct the Contractor to use other access routes, or exclude affected 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.

7. Contractor Obligations

A. The Contractor shall furnish all transportation, labor, supervision, supplies, material, and incidentals necessary to complete the work on time, except those to be furnished by Colville Tribal Forestry as stated in Section II.1. Planting Stock, Materials, and Supplies.

B. The Contractor agrees to complete all work under this contract within the contract time listed on the Schedule of Items for each contract number. If the Contractor is awarded more than one contract, contract times will run concurrently where the time for one bid item overlaps the time for another bid item.

C. The Contractor will pay \$200.00 per day for each day beyond the expiration of the contract time until completion or termination of the contract. This will be set up in accordance with the Work Plan.

D. 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.

E. Communication

The Contractor or any person authorized to communicate on the Contractors behalf with Colville Tribal Forestry shall be required to be fully literate, conversant in, and understanding of the English language. Colville Tribal Forestry will not provide a translator for communication purposes under this contract.

F. 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.

G. Tree Planting Quality

It is the Contractor or his Foreman's responsibility to meet all tree planting specifications under section II. Tree Planting Specifications for all seedlings delivered to the Contractor for tree planting. Inspections will be done by the CO or COR to evaluate and measure tree planting quality for payment purposes.

H. Flagging Lines

On uncompleted units, the last line of seedlings planted each day will be flagged with flagging provided by the COR.

I. Trash and Refuse Removal

The Contractor shall remove all trash and refuse from the project area before moving to the next unit. 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.

8. **Notice to Proceed**

The actual starting date will be issued when the Contracting Officer (CO) determines that the planting unit(s) is readily accessible and weather trends indicate continuous planting conditions will prevail. The Contractor must be ready to begin work under this contract forty eight (48) hours after notice to begin work is given by the CO. At CTF's option, planting may be initiated on any day of the week.

9. **Daily Work Plan**

A daily schedule "will be required as part of the contract work plan" developed by the Contractor. This daily schedule shall include the estimated number of employees per day, the

estimated time of arrival on project site, and the estimated number of tree seedlings needed per day. It is the Contractors responsibility to notify the CO or COR by 1100 hours (11:00am) the preceding day of any changes in the daily work plans. The Contractor shall arrive daily at the agreed upon time. The Contractor shall have one hour from the agreed upon time to determine whether work will commence that day. **If the Contractor fails to arrive within one hour from the start time, the COR may declare a no work decision and the Contractor will be assessed a Five Hundred dollar (\$500.00) penalty for that day.** If the Contractor arrives within the time limit but fails to make a decision the COR may declare a decision not to work. Regardless of the decision the day will be counted as a contract day.

Ten thousand (10,000) seedlings per day per Contractor's crew shall be the minimum number of planted seedlings accepted by CTF under this contract. The only exception will be if a prior mutually agreed upon minimum number of planted seedlings for a day has been approved of by the COR.

If, after the determination of a decision to plant, the Contractor fails to plant the minimum number of seedlings acceptable, CTF will assess a two hundred dollar (\$200) penalty. However, that day shall still be counted as a contract day. If for reasons beyond the control of the Contractor, a decision to not plant is necessary or the minimum number of planted seedlings is not reached, no penalty will be assessed. Such reasons may include shortages or unavailability of planting stock, weather conditions not acceptable for planting, or acts of God, which might prevent access or create unsafe planting conditions. Unacceptable reasons will include failure of the Contractor to employ workers, mechanical failures of the Contractor's equipment and organizational or planning deficiencies on the part of the Contractor.

Contract compliance under this section does not in itself mean that satisfactory progress toward contract completion is being made and will not be used as justification under section 10. Progress Evaluation for failing to make satisfactory progress toward contract completion. Additionally this section may not affect recommendations or actions by the COR under section 10. Progress Evaluation.

10. Progress Evaluation

The Contracting Officers Representative will periodically (this may be as often as daily but will be at least whenever one quarter of the contract time has elapsed) evaluate the Contractors progress towards completing the contract within

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 two calendar days, the CO may terminate the contract. If a decision to terminate the contract is made, CTF shall retain the 20% holdback.

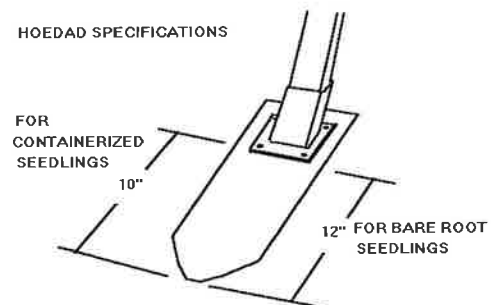
II. TREE PLANTING SPECIFICATIONS

1. Planting Stock, Materials, and Supplies

Seedlings shall be furnished by Colville Tribal Forestry. See Planting Data Sheets, which are attached hereto and incorporated into this contract for species and type of seedlings to be planted. If necessitated by availability of stock, CTF may substitute a species of the same stock or container size other than that listed on the planting data sheets; no adjustment in contract price will be made for such substitutions. Planting of the units listed in the contract is subject to stock availability; payment will be made based on contract bid prices, seedlings planted and the other provisions of this contract. Bid prices will not be renegotiated or adjusted due to units being excluded due to insufficient stock. The COR shall deliver the seedlings to the planting site. Delivery shall be made to the point of vehicle accessibility nearest the unit boundary unless other points are mutually agreed to by the COR and the Contractor.

2. Planting Equipment

A. Augers: Auger planting of bare root tree seedlings may be required. The augers used shall be capable of drilling a 4-inch diameter hole to a depth 2 inches greater than the specified root length. The flighting and cutting bits on the auger shaft shall both have a diameter of 4 inches.



B. Hoedads: Hoedad planting of bare root tree seedlings may be required. The hoedad blades must be at least 12 inches from the tip to the first face of the handle bracket intersected and 4 inches in width.

C. Hoedads: Hoedad planting of containerized tree seedlings is required. All Hoedad blades must be at least 10 inches from the tip to the first face of the

handle bracket intersected.

- D. Planting Bags: Trees are to be carried in standard 15 inch deep tree planting bags. Planting bags shall be light in color, shall not retain water or heat and shall be free of defects.

3. Care of Trees

The Contractor shall adhere to the following specifications for the care and protection of tree seedlings. Failure to perform tree seedling care may be cause for contract termination and assessment of damages against the Contractor.

- A. Seedlings shall be protected at all times from drying, heating, smothering, freezing, drowning, crushing, abrasion, rapid temperature fluctuations, or contact with injurious substances.
- B. There shall be no sitting on or throwing of seedlings, storage bags, or boxes.
- C. Seedlings will always be kept damp but will not be allowed to stand or lie in water.
- D. Seedlings will always be shaded from the sun and shielded from drying winds.
- E. Seedlings delivered to a unit shall not be planted in another unit without COR approval.
- F. Seedlings shall be planted as received without further root or top pruning or culling. If these operations appear necessary, or if mold, dry roots, freezing, or evidence of other injury is observed, the condition shall be promptly reported to the COR.
- G. Bags, boxes, bundles or rolls shall be opened one at a time. The seedlings shall be placed into a planting bag immediately after removal from boxes.
- H. During warm, dry, or sunny weather, seedlings shall be watered before being placed in planting bags. Portable fire fighter backpack water pumps or a pumper truck or other similar equipment may be used for this operation. Conditions that require watering will be determined by the COR.

- I. Injurious substances such as gasoline or oil shall not be carried with seedlings in the same vehicle enclosure during transport or in the planting bag. A box or bag saturated with gas, oil, or other injurious substance shall not be used to carry or store seedlings.

- J. Seedlings carried by tree planters shall be in a planting bag and arranged for easy removal of one seedling at a time. Seedlings shall have only their tops exposed. Roots shall always be kept moist while in the planting bag, but at no time stand in collected water. The number of seedlings carried by each tree planter will be limited to two hundred (200) maximum, unless waived by the COR. The number of seedlings carried by the tree planter may be further limited by the COR during warmer weather conditions to prevent critical drying or heating from occurring.

- K. At the planting spot, roots shall not be unnecessarily exposed to drying conditions. A seedling shall not be removed from the planting bag before a planting hole has been prepared for that seedling. Once removed from the planting bag the tree shall be quickly and gently inserted into the planting hole.

- L. Bare root seedlings may be provided jelly-rolled. Containerized seedlings will be provided bagged. Bags and Jelly-roles shall be placed in planting bags intact. Jelly-roles shall not be loosened until a planter initiates taking seedlings from that particular role. At that time, the role can be loosened slightly to facilitate easy seedling removal. Seedlings shall be removed from their packaging, gently, one at a time, without stripping the roots or damaging the terminal leader buds.

- M. Seedlings in one roll or bag shall be completely planted out before opening another or before any work break is begun.

- N. Individual jelly-rolls or bags that have been opened shall be planted before stopping work for the day. Seedlings that have not been planted by the end of a work day will be repackaged and replaced in seedling boxes with the same care in handling and in the same condition as when first packaged. Repackaged seedlings shall be watered if necessary. The COR, after recording weather and environmental conditions, will notify the Contractor's Representative if seedlings may remain at the planting site over night, or on weekends or holidays.

- O. The soil medium surrounding the container seedlings' roots shall not be disturbed or removed during the planting operation.
- P. Jelly-roll wrappers shall be saved and returned to the point of delivery.
- Q. Trees handled improperly or negligently will be declared wasted trees by the COR. Wasted trees are trees which are lost, damaged, destroyed, or handled contrary to the specifications for care of trees and trees planted in excess of the maximum number of trees creditable as described in Section IV.1.C.5. On replant units, wasted trees also include existing trees that are damaged or destroyed by the Contractor. When wasted trees per inspection pay item exceed 3% of those credited as planted by the Contractor all wasted trees per inspection pay item will be charged to the Contractor according to the planting stock type at the following rates:

	Green House
Plugs, styro 7:	\$.19 plus bid value per tree
Plugs, styro 10:	\$.43 plus bid value per tree
Plugs, styro 20:	\$.68 plus bid value per tree
Plugs, styro 10:Copper	\$.51 plus bid value per tree
Plugs, styro 20:Copper	\$.75 plus bid value per tree
Bare root:	\$.46 plus bid value per tree
KC 070	\$.38 plus bid value per tree
KC 204	\$.40 plus bid value per tree

If the contract bid is on a per acre basis the bid price per acre will be divided by the target number of trees per acre to obtain a bid value per tree for these calculations.

4. **Spacing**

Planting shall be performed in an organized systematic manner in which seedlings shall be planted in spots distributed over the area at the intervals prescribed on the Planting Data Sheets provided that, for individual seedlings, the specified average spacing may be varied as much as one half the specified spacing in any direction to find a suitable planting spot. Where an unplatable spot is encountered, the tree planter will disregard spacing limits and plant in the closest suitable spot, however, average spacing shall be maintained for the unit and the number of seedlings per acre shall not be materially increased or decreased by the method of selecting planting spots. No seedling shall be planted closer than half the specified

average spacing distance from planted or desirable established trees (naturals) as defined by the COR.

Existing trees (naturals) of species considered desirable by the COR that are at least five inches tall and demonstrate the potential for vigorous growth will be used to meet the spacing prescribed for planted seedlings. Naturals should exhibit desirable color, form and leader growth; be free of defect, injury and show no signs of prolonged suppression. The COR can point out examples of acceptable trees.

Where roads pass through planting sites, or where a road is the planting unit boundary, the line of trees nearest the road will be planted no further than six (6) feet from the edge of the road. No seedlings shall be planted in unsatisfactory spots. (See Section II.5 - Planting Spot Selection).

The objective of a replant or interplant is to find the holes and fill them in at the planting specifications listed on the data sheets.

5. Planting Spot Selection

A plantable spot is defined as an area from which vegetation, duff, ash, snow and debris has been removed or can be removed, and a seedling can be planted as specified elsewhere herein. Where possible, within requirements set forth in Section II.4 Spacing, planting spots shall be on the northerly or easterly side of stumps, logs, dead brush, and terrain features that provide shade from sun (see Exhibit B). Natural features should be utilized where possible to provide partial protection from wind, animals, loose debris, and other agents detrimental to seedling survival. Areas such as rock, dense live brush, compacted road surfaces, compacted skid trails and landings, swamps, and debris or humus over four (4) inches deep are not considered satisfactory planting spots unless otherwise specified.

At each planting spot a minimum of three (3) attempts, no less than nine (9) inches apart, shall be made. Visible evidence of these attempts should be evident to the COR. If an unplantable spot is encountered, the tree planter will plant in the nearest plantable spot available.

Openings in slash or between brush patches, rocks or other objects containing satisfactory planting spots as defined above shall be planted even though this may require cutting or spreading stems and branches aside or working around the stems or other debris.

6. Clearing and Scalping

Clearing - Planting spots shall be cleared of all limbs, logs, snow, bark, rotten wood, rocks and other loose debris.

Scalping - Planting spots shall be scalped to expose moist mineral soil. All dry soil, humus, debris, duff, ashes, sod, frost, and all vegetative material including the crown and roots of living plants are to be removed. Size of scalps required on an inspection item shall be as stated on the Planting Data Sheet.

On sloped planting spots the Contractor will **terrace the scalp** so the seedling will be planted on a horizontal plane in the center of the scalped area with the roots in a vertical plane (see Exhibit C).

Scalping depth shall be measured from the ground surface. Except as noted on the Planting Data Sheets, maximum depth shall be four (4) inches. If vegetation is present cut or scalp all vegetation (including roots and above ground branches) to moist, mineral soil.

For auger-planting scalpers' shall not precede the auger operators so far that excessive drying of the scalps occurs.

7. Preparing the Planting Hole

Planting holes shall be located near the center of the prepared planting spot. Seedlings shall be planted in such a way that no air pockets shall exist at the bottom or along the side of the hole.

A. For Power Soil Augers:

1. A hole, as shown in Exhibit F of the specified diameter shall be drilled at least 2 inches deeper than the maximum root length specified. Augers shall not proceed so far ahead of planters that the drilled hole or excavated material will dry excessively prior to planting. Auxiliary holes shall be drilled in cleared areas, if needed to provide additional moist mineral soil to fill the planting hole. Auxiliary holes shall be drilled no closer than 12 inches from the planting hole. Abandoned holes shall be filled in with debris or collapsed after the seedling has been planted.
2. Power augers shall be maintained in such a manner that does not leave oil or gasoline in the planting hole or on the soil used for backfilling into the planting hole.

3. Should the initial attempt to drill a planting hole fail because of subsurface rocks, roots, or other obstacles, a second effort shall be made in a slightly different part of the same planting spot. If this effort also fails for similar reasons, a third attempt shall be made in another part of the planting spot. If the third attempt fails the spot shall be abandoned as unplantable.

B. For Hoedad Planting:

1. The planting hole shall be broken out on three or four sides as illustrated in Exhibit D and E, with the blade of a Hoedad. The hole shall be wide and deep enough to completely accommodate the roots of the tree being planted. The hole shall be perpendicular to the ground surface on flat ground, and shall be located near the center of the scalped area. No debris will be allowed in the hole. Slit planting is not acceptable.

Depressions from heel marks within the scalped area shall be refilled with soil to ground level.

8. Tree Placement

A. Bare Root Seedlings:

Prior to removing the seedling from the planting bag, loose soil shall be removed from the bottom of the auger prepared planting hole. The seedling shall then be suspended near the center or against the side of the planting hole at a depth that after filling, firming, and leveling, the cotyledon scar (see Exhibit H) of the seedling is at the soil surface and no live foliage or limbs are buried. No portion of the roots shall be exposed nor any live needles or branches covered with soil. The roots shall not be doubled up, twisted, spiraled, or bunched. The root system shall be aligned with the axis of the planting hole with all roots extending downward. See Exhibit F & G.

Only moist soil will be placed against the tree roots. Dry soil, ash, organic matter, large rocks, and other foreign material will be kept out of the holes.

The roots will be suspended in the hole such that the roots are aligned within fifteen (15) degrees of vertical. Roots will not be significantly deformed during the planting process. Doubled up or bent (i.e.,

"J" or "L" shapes etc.) root arrangements are unacceptable. The principles exhibited in Exhibit I specific to containerized planting apply as well to bare root. The stems of planted trees will be within fifteen (15) degrees of vertical. The principles exhibited in Exhibit J specific to containerized planting apply as well to bare root.

B. Containerized seedlings:

Container plugs shall be placed intact into the center of the prepared hole deep enough that the trees root collar (cotyledon scar) is at the soil surface after the soil within the scalped area is leveled. There shall be no live foliage or limbs buried beneath the soil surface nor shall there be any part of the seedlings roots exposed above the soil surface.

Only moist soil will be placed against the tree roots. Dry soil, ash, organic matter, large rocks, and other foreign material will be kept out of the holes.

The root plug will be suspended in the hole such that the root plug is aligned within fifteen (15) degrees of vertical. Root plugs will not be significantly deformed during the planting process. Doubled up or bent (i.e., "J" or "L" shapes etc.) root plug arrangements are unacceptable. See Exhibit I for examples of satisfactory and unsatisfactory root arrangements.

The stems of planted trees will be within fifteen (15) degrees of vertical. See Exhibit J.

9. **Firmness**

For All Seedlings:

Moist mineral soil shall be filled in and firmed around seedling roots. Soil firming will be such that the trees will not pull loose when the stem is grasped between the thumb and the forefinger and jerked upward. Firming the soil around the roots shall be accomplished in a manner that assures the seedling roots are not damaged. Tree planters will not step on seedlings or firm seedlings by stamping the ground with their feet, stick or any other device.

For Auger Planted Seedlings:

Soil shall be filled in and firmed progressively in three lifts as illustrated in Exhibit F. Firming shall be accomplished by hand without the use of sticks or other

devices. Firming shall be from the bottom of the hole up.

10. Mixture of Species

On units where more than one species is to be planted, seedlings shall be planted as directed by the COR.

11. Monitoring of Weather Conditions

The COR will maintain weather records throughout the course of planting operations and inform the Contractor if weather conditions warrant a change in the work plan or work shut down. If adverse weather conditions persist the COR will issue a suspend work order which may prohibit further planting for the duration of the contract. When conditions are again favorable on the uncompleted contract items, the COR will issue a resume work order.

Weather

The COR may stop planting when any of the following conditions occur:

- A. Soil moisture is not present in the top ten inches of soil.
- B. The soil is frozen more than 1/2 inch deep.
- C. Snow cover is greater than two inches.
- D. Air temperature is under thirty (30) degrees or over sixty-five (65) degrees Fahrenheit.
- E. Wind velocity is more than twenty (20) MPH, except for occasional gusts over twenty (20) MPH.
- F. Combined weather conditions (wind velocity and air temperature) are determined by the COR to be detrimental to seedling survival (see Exhibits M-1, M-2).
- G. Soil temperatures at eight to twelve inches below the soil surface are below 40 degrees Fahrenheit

III. INSPECTION AND PAYMENT

1. Inspection and Acceptance

- A. Tree Planting Inspection by the COR
The COR will inspect tree planting to determine if the Contractor is in compliance with the contract specifications and to provide a basis for computing the

rate of payment. While work is underway the COR will perform intermittent and/or continuous observations of tree handling, site preparation and planting procedures. The COR or Inspector will monitor the quality of planting. If the quality stays below the 90% quality the inspector will shut down the operation. This will be counted as a contract day.

If needed the COR will also install inspection plots as outlined in section III.1.C and III.1.D. Plot installation is usually performed concurrently with tree planting. In the event that this is not possible plot installation will be completed within **7 days** of the Contractor's actual completion date for the inspection item.

Each contract pay item will be inspected separately and inspection results will not be averaged with those of other contract pay items. Determination of the acceptability of the work performed will be based upon these inspections, which will be considered conclusive, except as otherwise provided in the contract. The Contractor or his Foreman is encouraged to observe inspections while they are taking place. The COR or Inspector will monitor the planting, If the COR or inspector feel that the quality is dropping below 90%

The COR will install a full area sample consisting of a minimum of 1.1 inspection plots per acre. Example
40 acres planted X 1.1 plots per acre = 44 plots.

B. Inspection: Planting Quality Evaluation

Planting procedures will be observed, and planted seedlings will be examined on randomly installed inspection plots to assure and measure compliance with tree planting specifications. Specific items include:

1. Above Ground:
 - a. Spacing, (plus or minus one half (1/2) the specified spacing, in any direction).
 - b. Planting spot selection, (moist, shaded areas if available).
 - c. Site preparation, (scalp size as listed on

- the Planting Data Sheet).
- Terraced scalp on sloped planting spots.
- d. Tree location on spot, (near the center of the scalped area).
 - e. Planting depth, cotyledon scar shall be at the leveled soil surface, no roots exposed; no depressions near tree.
 - f. Stem position and damage, (within fifteen (15) degrees of vertical; no bark injury).
 - g. Firmness
 - h. Available shade utilized.

2. Below Ground

- a. Planting hole orientation, (alignment within fifteen (15) degrees of vertical).
- b. Root configuration and orientation, (no significant distortion, within fifteen (15) degrees of vertical, downward pointing, no J or L shapes).
- c. Altered root length or damage.
- d. "Foreign" material in planting hole, (material other than moist mineral soil).
- e. Soil firming around roots, (air pockets, and loose soil).
- f. Planting hole preparation

TABLE 1

TPA	Specified Spacing (Feet)	Max. planting spots on 1/50 acre plots
500	9.3 x 9.3	10
450	9.8 x 9.8	9
400	10.4 x 10.4	8
350	11.2 x 11.2	7
300	12.0 x 12.0	6
200	14.7 x 14.7	4

TABLE 2

Number of Plantable Spots	Maximum No. of Allowable Trees	Number of Plantable Spots	Maximum No. of Allowable Trees
1	1	8	9
2	2	9	10
3	4	10	11
4	5	11	12
5	6	12	13
6	7	13	15
7	8	14	16
8	9	15	17

TABLE 3

Number of Satisfactory (Aboveground) Planted Trees on Plot	Minimum No. To be dug 1/50th acre plot
1-2	1
3-4	2
5-6	3
7-9	4
10-12	5
13 +	6

The trees will be dug starting with the tree closest to the plot center and progressing outward.

C. Inspection Plot Procedure

Sample plots will be examined as follows:
Plots will be distributed randomly over the entire acreage. Inspection **by the COR** within each plot will be as follows:

1. Locate and mark the plot center on the ground using flagging. Plots are to be consecutively numbered. The plot number shall be written with a permanent marker on the flagging hung at the plot center.

2. Determine from Table 1 (right hand column titled maximum planting spots) the number of planting spots for the plot based on the specified spacing. Record this number in column 3 of the Planting Inspection Sheet (Exhibit L). The plot radius is 16.65 feet or 16 feet 7 and 13/16 inches as measured in a horizontal plane. Correct for slope when necessary (see Exhibit K). Determine the number of unplantable spots on the plot. Count the number of planting spots occupied by acceptable naturals (trees not planted and defined as acceptable by the COR) and the number of planting spots defined as unplantable because of the presence of excessive amounts of rock, slash, brush, etc. Record this figure in column 4. Subtract column 4 from 3 and record in column 5, plantable spots.
3. Determine the maximum number of allowable trees based on the value in column 5 (Plantable Spots) from Table 2. Record this value in column 6.
4. Hold a tape measure at plot center then count the planted trees as they are intersected by the plane formed by the tape while proceeding clockwise around the plot from true north. Record in column 7 the number of trees planted on the plot.
5. Determine the number of wasted trees. Column 7 minus column 6, record the result in column 8 if the value is greater than zero. Wasted trees should be specifically identified on the ground if possible. If the wasted trees cannot be specifically identified on the ground it is assumed that the wasted trees are the last trees counted in step 4. Wasted trees should not be further inspected.
6. Inspect and determine the number of planted trees which fail to meet the above ground contract specifications. Subtract this number from column 6 or 7, whichever is **smaller**; record in column 9 (satisfactory trees above ground). Wasted trees as identified in step 5 will not be inspected.
7. From Table 3 determine the number of trees to be inspected below ground based on the value in column 9. Record this number in column 10. Then dig the trees and determine the numbers that are satisfactory.

8. Record the number of trees meeting below-ground contract specifications in column 11.
9. Periodically compute planting quality to track the Contractor's performance. If quality falls below 90% and the Contractor is working on the unit keep the Contractor informed of his planting quality. Payment will be based on the planting quality percent calculated from all the plots in an inspection item. Calculate planting quality by the following formula:

$$\text{Planting Quality \%} = \frac{\text{No. of sat. trees above ground}}{\text{No. of plantable spots}} \times \frac{\text{No. of sat. dug trees}}{\text{No. of dug trees}} \times 100$$

Percentage of planting quality as calculated above will be rounded to the nearest whole percent. Upon completion of each inspection item, the Contractor may request in writing a final evaluation of planting on that inspection item. The evaluation results for the inspection item will be made available within 3 days of receipt of the Contractor's request.

D. Reinspection Upon Contractor's Request

If the original COR verification inspection results are unacceptable to the Contractor, a reinspection may be requested. Requests for reinspection must be made in writing within five (5) days after receipt of notice of initial inspection results. The same inspection procedure will be used but new plots will be selected. The inspection pattern will be shifted so new inspection plots will not overlap previously inspected plots.

E. Inspection Results Used to Determine Payment

The inspection results of the first examination will be used in determining payment and acceptability if reinspection results rounded to the nearest whole percent are within 5% of the first inspection. If reinspection indicates a variance of more than 5% from the first inspection the results of the second inspection rounded to the nearest whole percent will be used.

F. Payment for Reinspection by Contractor

If the results of the reinspection rounded to the nearest whole percent are within 5 percentage points of the previous inspection, the Contractor will pay the actual cost of the reinspection.

2. **Measurement and Payment**

A. Each inspection item on the contract will be bid separately. The units of measure used will be either per acre or per tree. A single contract may have some inspection items bid by the tree and some bid by the acre.

1. Inspection items bid by the tree will be paid for based on the number of trees actually planted not the number of trees available as listed in the Planting Data Sheet. The COR will track the number of trees planted on an inspection item.

2. Inspection items bid by the acre will be paid for based on the acreage actually planted which may not be the same as the acreage listed on the Planting Data Sheet. Deductions will be made for areas not planted.

B. Acreage Measurement

All linear and area measurements required under this contract will be measured on a horizontal plane. Traverses made to determine acreage will have an error of closure of less than or equal to 2 (two) percent of the perimeter distance.

C. Acreage Remeasurement

Remeasurement of the acreage under this contract will be made upon the written request of the Contractor. Request for remeasurement must be made in writing within five (5) days after planting has been completed on the unit.

If remeasurement indicates a difference of 5% or less from the original measurement, the Contractor will pay the actual costs of the remeasurement. Payments will be based on the second measurement where the difference between measurements is more than 5%. Where the difference is 5% or less, the results of the first measurement will be used. Payment will be made to the nearest tenth of an acre.

1. The Contracting Officer will remeasure acreage under this contract if evidence indicates, in his opinion that the acreage stated in the contract is in error, the results of the remeasurement will be given to the Contractor. Payments will be based on the remeasurement. Acreage will be rounded to the nearest tenth of an acre.

D. Calculation of Payment for Tree Planting

Payment, minus deductions, will be made for completed units of work at the contract bid price wherever the quality of **planting is 90 percent or above**, based on inspections **as outlined in Section III,1 Inspection and Acceptance**. **Where inspection determines planting quality is between 75 and 90 percent, it is mutually agreed that the work will be accepted at a rate reduction of 2 percent for each 1 percent the quality of work is below 90 percent. Where quality falls below 75 percent, no payment will be made for the work.**

In the event that a unit cannot be completed for reasons such as a shortage of seedlings or snow cover the Contractor will be paid based on the work completed.

Payment Example

Assume a unit bid price of \$80.00 per acre or a per tree bid price of \$0.20 per tree and an inspection item contract.

Assume a planting quality of 84 percent: Deduct 12 percent (2 percent for each 1 percent quality is below 90 percent); 100 percent minus (-) 12 percent equals (=) 88 percent pay rate. If the contract is based on a acreage unit bid price of \$80.00 per acre then 88 percent multiplied (X) by \$80.00 per acre equals (=) \$70.40 per acre. If the contract is based on a bid per tree basis then 88 percent multiplied (X) by \$0.20 per tree equals (=) \$0.176 per tree.

Trees identified as wasted during the plot examination will be expanded to a per acre basis. Additional charges for wasted trees will be made for trees that are improperly handled as defined under Section II,3 Care of trees. If wasted trees exceed three percent (3%) of the total trees delivered to the Contractor for planting on the inspection item all of the wasted trees will be charged for at the rate per tree indicated in Section II.3.Q. plus contract bid price per tree. If the contract was bid on a per acre basis the value per acre will divided by the target trees per acre to arrive at a price per tree for the purpose of this calculation. Such charges will be deducted from earnings as calculated above.

Number of wasted trees to be charged for shall be

calculated as follows:

Total number of wasted trees from inspection record divided by number of plots taken multiplied by the reciprocal of the plot size multiplied by the number of acres in inspection item, plus trees determined wasted under care of trees specifications. If the total of wasted trees exceeds three percent of the total trees credited as planted by the Contractor for the inspection pay item then the total of wasted trees shall be multiplied by the sum of the proper rate in section II.3.Q and the bid planting cost per tree. This amount will be subtracted from earnings as previously calculated. If the contract was bid on a per acre basis the rate per acre will be divided by the target number of trees to be planted per acre to determine the rate per tree to be used in this calculation.

For example: If on an inspection item, styro seven plugs were being planted and a total of 2 wasted trees were found on 25, 1/50 acre plots which were taken on a 20 acre unit where 8100 trees had been planted, and a bundle of 200 trees had been wasted through improper care, the calculation would be made as follows:

$$\frac{2 \times 50 \times 20}{25} = 80 + 200 = 280 \text{ wasted trees}$$

$$8100 \times .03 = 243 \quad 280 \text{ is greater than } 243$$

therefore waste has exceeded 3%

$$\$0.17 \text{ tree value from Sec II.3.Q} + \$0.20 \text{ planting cost} = \$0.37 \text{ deduction per tree}$$

$$280 \text{ wasted trees} \times \$0.37 \text{ deduction} = \$103.60$$

deduction for wasted trees

The Contractor may request a partial payment after the completion of all work on an inspection item. CTF will only authorize a partial payment for completed pay items if all work is completed to contract specifications by the Contractor, inspections performed, and the results accepted by both parties. CTF shall retain its right to deny payment for any and/or all contract pay items that are not satisfactorily completed to contract specifications. All payments made under this contract will be calculated according to the guidelines under Section III.2. Measurement and Payment. The twenty percent (20%) holdback will be withheld until all work performed under this contract has

been accepted by both parties and approved by the CO.