

**COEUR D'ALENE TRIBE  
NATURAL RESOURCES DEPARTMENT**

**Contract for Fall Tree Planting, 2012**

This Contract is entered into between the Coeur d'Alene Tribe, ("Tribe"), P.O. Box 408, Plummer, ID, 83851, by and through its Coeur d'Alene Tribal Forestry Program ("Program") and \_\_\_\_\_ ("Contractor") by and through its agent \_\_\_\_\_, located at \_\_\_\_\_.

**Recitals**

- A. The Coeur d'Alene Tribe is a sovereign nation, recognized by executive order and other federal law, with its own government, unique culture and history and a variety of natural resources on its Coeur d'Alene Reservation, including timber reserves and forestlands, and
- B. The Coeur d'Alene Tribe wishes to contract with an entity whose agents possess the skills and capabilities to plant, protect and spot spray seedlings within the Coeur d'Alene Reservation for a period in fall, 2012, and
- C. The above-named Contractor claims to possess such skills and capabilities.
- D. The foregoing Recitals are hereby incorporated into and made an integral part of this Contract.
- E. The Coeur d'Alene Tribe's Forest Development Forester and/or Technician Norris Boothe and/or Ron LaSarte will be the Tribe's Contract Representative.
- F. The Contractor's Representative is \_\_\_\_\_.

**Terms**

Contractor agrees to perform such professional services as are set forth in this Contract, and the Tribe agrees to pay Contractor such amounts as are specified in this Contract, all upon the following terms and conditions:

**1.0 Scope of Services**

- 1.1 Approximate planting block boundaries are shown on the project maps attached hereto as Exhibit A.
- 1.2 Contractor agrees to plant approximately 21,150 conifer seedlings on approximately 69.7 acres in 2 areas according to planting specifications described in Exhibit B, which is attached hereto and which is hereby fully incorporated into and made a part of this Contract.
- 1.3 Contractor agrees to install protective tubes, provided by the Program, around approximately 7500 seedlings on approximately 18.9 acres.
- 1.4 Contractor agrees to provide herbicides and spot spray around approximately 7500 seedlings on approximately 18.9 acres, according to application instructions described in Exhibit B, on applicable herbicide labels, and Worker Protection Standards. Handlers and workers shall have pesticide safety training and shall be supervised by a licensed professional applicator.
- 1.5 Contractor shall perform all required services in connection with this project, including furnishing all necessary professional and clerical personnel, transportation, supplies and equipment.

**2.0 Term and termination**

- 2.1 The Contractor will begin work as soon as practicable after receiving the signed copy of this Contract and the notice to proceed. All work shall be completed within a reasonable time of initiating work on this contract (average production of 20 acres per day).
- 2.2 The Contract will terminate on **November 18, 2012** or upon completion of contracted services.
- 2.3 This Contract may be terminated by the Coeur d'Alene Tribe or by the Contractor without cause upon 10 days written notice, or sooner if both parties agree. This Contract shall terminate if tribal funds cease to be available.
- 2.4 The Tribe may terminate this contract without penalty or cost at any time if the work being performed by the

Contractor is determined by the Tribe, in its sole discretion, not to be reasonably satisfactory.

- 2.5 Either party may terminate this contract upon a breach by the other.
- 2.6 If this agreement is terminated pursuant to this section, the terminating party shall send written notice of same. The Contractor will receive payment only for accomplished work completed to contract specifications, less any adjustments per section 2.7.
- 2.7 If this agreement is terminated by the Tribe pursuant to provision 2.4, the costs incurred by the Tribe in hiring a replacement contractor will be deducted from the contract amount.

**3.0 Payment**

3.1 The total amount to be paid under this contract, contingent upon the Coeur d’Alene Tribe’s approval of the Contractor’s work, is as shown below:

Planting Block	Planting Area	Plant Bid Rate/Acre	Plant Bid Rate/Block	Tube Bid Rate/Acre	Tube Bid Rate/Block	Spray Bid Rate/Acre	Spray Bid Rate/Block	Total Bid Price
1. Tamiyel	50.8 ac.	\$	\$	None	None	None	None	\$
2. Bitter Road CRP	18.9 ac.	\$	\$	\$	\$	\$	\$	\$
<b>TOTALS:</b>	<b>69.7 ac.</b>						<b>Total:</b>	\$

- 3.2 The total bid price for each tract shall be the basis for payment, unless circumstances limit or expand the area planted in any tract. In such event the area actually treated will be determined by Global Positioning System and multiplied by the bid rate per acre.
- 3.3 The Program shall inspect each block for planting quality and for spray quality, as specified in Exhibit B, Section III Inspections and Acceptance.
- 3.4 The Program shall furnish an inspection report to the Contractor, showing the planting and/or spraying quality, actual acres per section 3.2 for accepted planting block(s) and any adjustments required by Exhibit B, Section III. INSPECTIONS AND ACCEPTANCE, subsection F. Penalties and/or subsection G. Acceptance and Payment.
- 3.5 The Program shall pay the Contractor for accepted blocks upon submission of periodic invoices specifying the amount due according to cost per acre shown in Section 3.1 and any adjustments per Section 3.4.

**4.0 Tribal Employment Rights Ordinance (TERO)**

Contractor is required to complete a TERO Compliance Plan and have it approved before initiating work. Contractor is responsible for filing payroll reports and following all aspects of the TERO in hiring and conduct of the work. Contact James Nilson at (208)686-6107 about TERO related questions.

**5.0 Performance Bond**

Contractor shall post a performance bond in the amount of \$\_\_\_\_\_ (5% of total bid price) to secure satisfactory performance of this contract, to be refunded upon final completion and approval of all obligations. In the event Contractor fails to satisfactorily perform this contract, the performance bond will be forfeited.

**6.0 Independent Contractor**

Both parties agree that Contractor will act as an independent contractor in the performance of its duties under this contract. Contractor shall be responsible for payment of all applicable fees including federal, state and local taxes arising from its activities under this contract. Contractor is also responsible for obtaining all necessary federal or local permits in order to perform such work. The Tribe assumes no responsibility for damage to property, Contractor or employee injuries.

**7.0 Indemnification**

The Contractor shall indemnify and hold harmless the Tribe and its guests, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees arising out of or resulting from the performance of the Contractor’s duties pursuant to this Contract, provided that any such claim, damage, loss or expense

is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by the Contractor or anyone for whom the Contractor may be liable, regardless of whether or not such act or omission is in part that of a party indemnified hereunder.

**8.0 Assignment and delegation, subcontracting**

The Contractor may not assign the rights nor delegate the duties described under this Contract, nor subcontract any part of the work to be performed pursuant to this Contract without the Tribe’s written approval. The Tribe may attach any reasonable conditions or limitations to the employment of any subcontractor.

**9.0 Binding Effect**

This Contract is for the benefit only of the parties hereto and shall inure to and bind the parties hereto and their respective heirs, legal representatives, successors and assigns.

**10.0 Notice**

Any notice under this agreement shall be in writing and delivered in person or by public or private courier service (including the U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing.

For the Coeur d’Alene Tribe:

Name: Kurt Mettler, Forest Manager  
Address: P.O. Box 408, 850 A Street, Plummer, ID 83851  
Phone: 208-686-1315  
Fax: 208-686-1855

For the Contractor:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Any notice shall be deemed to have been given on the earlier of (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

**11.0 Forum**

This contract shall be governed by the laws of the Coeur d’Alene Tribe.

**12.0 Sovereign Immunity**

Nothing in this Contract shall be construed as a waiver or diminishment of the Coeur d’Alene Tribe’s inherent sovereign immunity.

**13.0 Severability**

The terms of this Contract are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

**14.0 Non-waiver**

The delay or failure of the Tribe to exercise any of its rights under this Contract for a breach by the Contractor shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach by the

Contractor, either of the same provision or otherwise.

### **15.0 Representations**

The Contractor represents and warrants that it has the full right and legal authority to enter into and fully perform this Contract in accordance with its terms without violating the rights of any third party and that it has all governmental licenses, permits or other authorizations necessary to perform the duties herein described. The individual executing this Contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of Contractor in accordance with duly adopted organizational documents or agreements.

### **16.0 Insurance**

**16.1** Contractor warrants that worker's compensation insurance is purchased for all employees of Contractor engaged in the performance of work under this Contract and shall provide the Tribe with a Certificate of Insurance to verify the same prior to the execution of this Contract. Any change in status of such insurance shall be immediately reported to the Tribe.

**16.2** Contractor shall provide comprehensive general liability insurance in an aggregate amount of not less than one million dollars (\$1,000,000.00) which does not exclude the type of work being performed by Contractor under this contract. This requirement may be satisfied by obtaining appropriate endorsement for this particular project to any umbrella policy of liability insurance Contractor maintains. Proof of such coverage is required prior to execution of this contract and any changes in the status of such insurance shall be immediately reported to the Tribe.

### **17.0 Warranties**

Contractor warrants that all Contractor and Contractor's employees will be properly certified to perform the work described herein, and that all laws, licenses and other requirements to perform said work will be complied with by Contractor. Contractor agrees to warrant remedy any activities/work without cost to the Tribe. The Tribe shall notify Contractor of such discrepancies within one year of Contractor's completion of work under this contract. Otherwise such warranty expires.

### **18.0 Proprietary Rights and Confidentiality**

The Contractor may, in the process of performing his or her duties under the terms of this Contract, have access to records, materials, research, products, services, inventions, processes, designs, drawings, engineering, marketing or finances which is designated in writing to be confidential or proprietary, or if disclosed orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Contractor warrants that he will not disclose any such information to anyone for any purpose without express written authorization by the Tribe.

### **19.0 Entire Agreement; Modification**

This Contract and its Attachments constitute the entire understanding between the parties with respect to the subject matter herein. It may not be amended except by an agreement signed by the authorized representatives of the Tribe and the Contractor.

### **20.0 Cultural Resources Management (CRM) Compliance**

20.1 The Contractor and Contractor's staff will participate in a 1 hour cultural resource awareness training session with CRM staff, provided free of charge, prior to or within 2 days of starting work.

20.2 If suspected or actual cultural resources are encountered during the work, the CRM staff will be notified immediately. Assessment will begin as soon as possible, generally the same day or the next day.

CRM staff contacts are:

John Hartman: 208-301-0014 cell or 208-686-8402 office.

Jill Wagner: 208-582-1347 cell or 208-686-1572 office.

20.3 Work may continue OUTSIDE a 150' radius around the suspected/actual cultural resource. Once an assessment has been made by CRM and Forestry staff, procedures will be developed to proceed with work or to change the plan for work depending on the assessment.

20.4 No photos of suspected or actual cultural resources are to be taken.

20.5 In the case of possible human remains, the standard CRM procedures are to be followed. A copy can be provided upon request.

IN WITNESS WHEREOF, the parties agree to the provisions set forth herein as evidenced by the signatures of their authorized representatives below:

CONTRACTOR:

\_\_\_\_\_

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

COEUR D'ALENE TRIBE

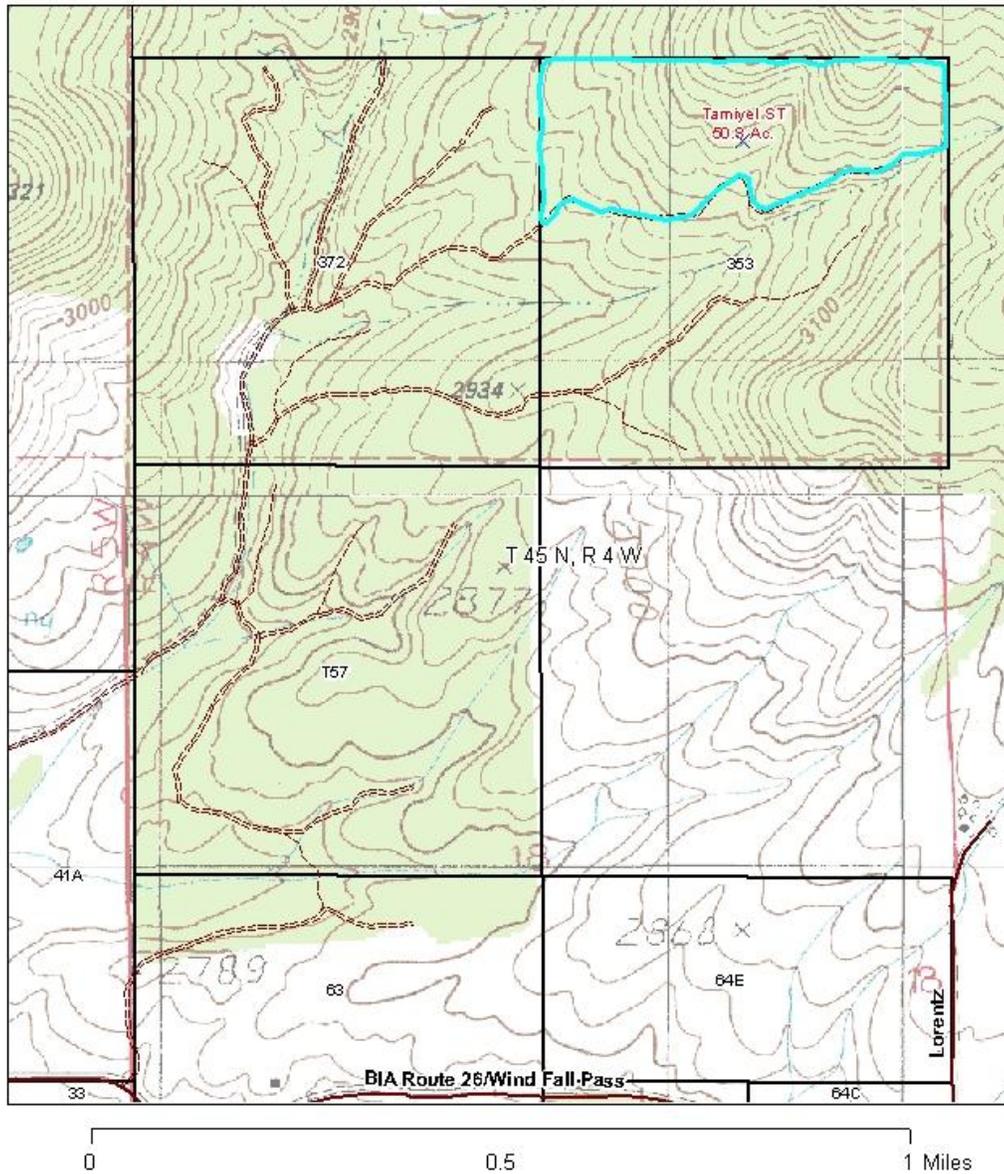
\_\_\_\_\_  
Alfred M. Nomee, Natural Resources Director

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

\_\_\_\_\_  
Robert A. Matt, Administrative Director

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

Fall Planting, 2012  
Tamiyel ST  
Coeur d'Alene Reservation



**Legend**

- Tree Planting
- Trust Lands
- Townships

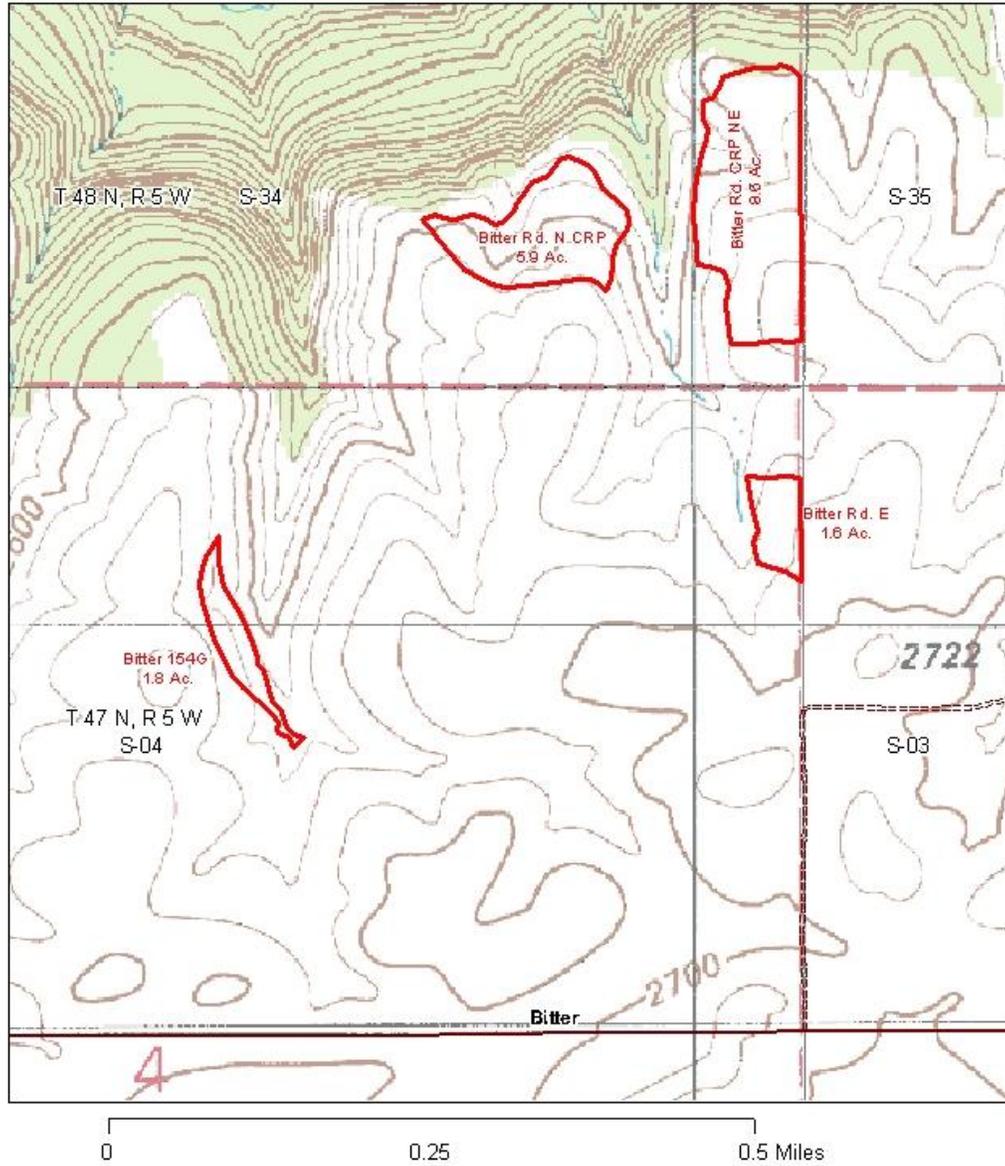


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For information on this map or other maps please contact us at [qboah@coale-ne.gov](mailto:qboah@coale-ne.gov)  
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Map produced by Tribal Forestry  
Date: 9/25/2012

Fall Planting, 2012  
 Bitter Road CRP Replant  
 Coeur d'Alene Reservation



**Legend**

 Tree Planting	 PLS_Sections
	 Townships



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 For information on this map or other maps please contact us at [qbsdha@coatalne-nsn.gov](mailto:qbsdha@coatalne-nsn.gov)  
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Map produced by Tribal Forestry  
 Date: 9/25/2012

## Exhibit B: Planting Specifications and Inspections

### I. PRESCRIPTION

A. The Tamiyel Seed Tree Cut was harvested in fall 2011 and is scheduled for prescribed burning in 2012. The Bitter Road CRP was planted in fall 2011, but was heavily browsed in early 2012. Therefore, protective tree tubes and spot spraying the equivalent of 3 quarts/acre of Atrazine 4L is prescribed for surviving and newly planted seedlings. Table 1 shows more details.

Table 1: Site Details

Planting Block	Area (Acres)	Ground Cover	Aspect	Elevation	Slope (Percent)	% Plantable
Tamiyel ST	50.8	brush/slash	S - W	3,000	20 - 30%	TBD
Bitter Road CRP	18.9	Grass/Forb	W - NE	2,620	5 - 35%	82%
Totals:	69.7					

Table 2: Planting Prescription.

Planting Block	Site Preparation	Trees to Plant	Target Spacing	T/Ac to Plant	Species	Prescribed Herbicide/Ac.
Tamiyel ST	Rx Burn	15,750	12' X 12'	310	PP/L/WP	
Bitter Road CRP	Spot Spray	5400	11' X 11'	286	PP/WP/WL	Atrazine, 3 Qts./ac. equivalent
Total:		21,150				

Estimate 7500 trees to be tubed and spot sprayed on Bitter Road CRP.

During planting, each tree shall be planted near the middle of a 1 foot by 1 foot area cleared of vegetation, ash and plant litter.

The Contractor shall provide and apply approximately 7.7 quarts of Atrazine 4L, calculated for Meter-Jet application at 12 ounces per spot. A Professional Applicator licensed to apply pesticides in a forested environment shall direct handlers and workers trained as required by the Federal Worker Protection Standards.

### II. SPECIFICATIONS: Adapted from “Plug Seedling Handling and Planting Guidelines”, D. L. Miller and R. M. Schaefer III, Potlatch Corporation, Wood Products, Western Division, 4-25-83

#### A. Planting Bags.

1. Fill bags just prior to planting.
2. Moisten roots if soil mix is dry.
3. Shelter seedlings from wind and sun when filling bags.
4. Don't pack bags tightly – seedlings should pull out easily without stripping roots.
5. Do not use gas- or oil-soaked planting bags.

#### B. Planting Spot Selection (Microsite).

1. Plant in soil, avoiding rock, deep duff, rotten wood and compacted soil or roads.
2. Don't plant in standing water or in soil that was pushed on top of slash or brush.

3. Shade – Where possible, plant on the north or northeast side of logs, stumps, rocks or brush clumps. Where not possible, use small rocks, scalped sod or sticks to shade block the base of trees. Place shade on the downhill side of the tree on slopes over 25%. On more gentle terrain place shade on the south/southwest side of the tree.
4. Vegetation – Scalp clumps of brush, ferns or grass that cannot be avoided.
5. Animals – Avoid game and livestock trails. Do not plant in gopher tunnels.
6. Compaction – Avoid planting in compacted dozer or skidder tracks.
7. Avoid planting on top of mounds and in the bottom of ditches, gullies or trenches.
8. Select planting spot within 20% of tree spacing specified in Table 2 to find a better site, and do not plant in planting spots occupied by established pines or larch.
9. Any seedling or sapling with more than half of its foliage fading (yellowish to orange in color) or with dead top shall not be considered an established tree.

C. Planting Spot Preparation.

1. Ash, duff or litter – Scalp to mineral soil around planting hole.
2. Dry or blackened soil – Foot scalp to reach moist soil.
3. Grass, brush or forbs – Remove vegetation from a 1 foot square so that seedling will not come into contact with herbicide before it dries.

D. Planting.

1. Planting tools must be able to open a hole, 1 inch longer than the plug and 2 inches wide at the bottom. Roots shall not be trimmed or damaged by the contractor.
2. Open the planting hole near the center of the scalped planting spot.
3. The undisturbed side of hole will be less than 30 degrees from vertical, so roots do not lean.
4. Gently remove seedling from planting bag or container after the hole has been prepared. Do not wrench seedlings from bag. Remove one seedling at a time. Do not carry seedlings in hand while walking between holes.
5. Plug must be straight in the hole, with roots pointing downward and not bent at the bottom.
6. Do not plant trees in a leaning position; roots shall be oriented approximately perpendicular to the ground surface.
7. Do not twist the plug into the hole or compress the plug to fit a hole that should be dug deeper or wider.
8. Fill the hole from bottom to top, packing soil firmly to prevent air pockets around roots. That does not mean applying the “death stomp” is acceptable.
9. Keep snow, duff, rocks, ashes and dry soil from the planting hole.
10. Planting depth: Plant the top of the plug  $\frac{1}{2}$  to  $\frac{3}{4}$  inch below top of hole, so the soil surface is between the root collar and lowest needles. Soil should not be mounded around the tree to compensate for a shallow hole – dig the hole deeper.

11. Planted tree should withstand a firm tug on several needles, and soil in the root zone should not be loose or densely packed.
- E. Progression through Planting Blocks.
1. The contractor shall manage planting crews to work from one edge to another through each planting block to achieve a clear distinction between planted and unplanted portions of the block. This will facilitate daily inspections, as well as acreage adjustments, if necessary.
  2. If the area planted has been adjusted for any reason, it will be traversed by Tribal Forestry with a GPS unit to determine the actual acreage for payment.
- F. Weather: Follow weather guidelines for planting from Cleary, B. D. et al, "Regenerating Oregon's Forests", 1978, Oregon State University Extension Service, Corvallis, Oregon to determine acceptable planting weather.
- G. Herbicide application.
1. The contractor shall provide and apply herbicide under supervision of a Professional Applicator licensed to apply pesticides in a forested environment.
  2. Handlers and workers shall have pesticide safety training as required by the Federal Worker Protection Standard.
  3. A Meter-Jet calibrating spray attachment or equivalent method shall be used to treat a 5' wide spot with a tank mix of the prescribed herbicide(s), water, surfactant and dye. This is achieved with the spray nozzle held at approximately 4 to 5 feet above the ground. Holding the nozzle lower would increase the rate applied per unit area.
- H. Seedling Handling, Transport and Storage at planting sites.
1. Tribal Forestry shall deliver seedlings to planting sites as scheduled by the contractor's representative.
  2. Seedlings shall be protected from weather and mechanical injury during transport and storage by careful handling of boxes, protective tarps or natural shade.
  3. Seedlings shall be stored in shipping boxes until ready to be planted, and in planting bags until the planting hole is prepared.
  4. Seedlings left over at the end of the day may be stored overnight in shipping boxes, sheltered from sun and wind, if they will be planted the next day. If not, they shall be returned to Tribal Forestry for cold storage.
  5. After completion of a planting block or group of nearby blocks, the contractor shall return any excess seedlings, in their shipping boxes, to Tribal Forestry.
  6. The contractor shall take reasonable care of shipping boxes to allow them to be returned to the nursery. All other debris, including plastic bags used to package seedlings and litter from lunches shall be removed from the planting site daily.
  7. If any mold, dry roots, sour roots, frozen roots or other seedling quality concerns are found by the contractor, such seedlings shall be withheld from planting until examined by Tribal Forestry.

III. INSPECTIONS AND ACCEPTANCE: Acceptance of work and payment will be based on inspections by Tribal Forestry. Daily inspections will follow the planting crew as closely as possible, and the contractor is encouraged to observe the inspections. Copies of inspection cards shall be available to the contractor on request.

A. Inspection Procedures for Planting.

1. Approximately one (1) percent of each planting block will be inspected, using circular plots, 1/50 or 1/100 acre in size. Plots will be located throughout the planted area on a systematic grid from a randomly located first plot. Plot centers will be located and marked on the ground with flagging. The plot number will be written on flagging near or on plot center.
2. Above Ground: Inspectors shall check all seedlings on the plot, up to the number of planting spots available. On each plot, number of planting spots, planted trees and satisfactory trees will be recorded, considering items listed below. The planting quality card contains a column labeled "DT" for dropped trees that will displace an otherwise satisfactory tree on the closest plot. The specifications in Section II will be considered in determining satisfactory trees.
3. Below Ground: At least one seedling per plot will be checked below ground by carefully digging from the side until the roots are exposed. If a plot contains 6 or more seedlings, two trees will be dug for below ground inspection. A tree that is not satisfactory above ground will not be examined below ground. The below ground inspection is targeted at root condition, straightness of roots and planting hole and prevention of air pockets and foreign material around roots.

B. Planting Quality: Planting quality will be calculated from totals for all plots within each completed planting block to determine acceptability. Planting Quality will be the product of the proportion of total planted trees that are satisfactory above ground and the proportion of trees examined below ground that are satisfactory.

A = Total satisfactory trees (not including trees excess of planting spots),

B = Total number of planting spots,

Above ground quality =  $A/B$ .

C = Total satisfactory trees below ground,

D = Total number of trees examined below ground.

Below ground quality =  $C/D$ .

Planting quality = (Above ground quality x Below ground quality) x 100.

1. Unsatisfactory Planting: If the planting quality falls below eighty percent (80%), the contractor will be notified and ordered to improve the quality of planting. If planting quality is not improved to at least 80% within two working days, the contract may be terminated.
2. Second Inspection: If the contractor requests a second inspection of any planting block, the Tribe will inspect different plots to calculate an amended planting quality. If the amended planting quality is within 5 percentage points of the previous inspection, then the contractor shall pay the cost of the second inspection. If the second inspection amends the planting quality by more than 5 percentage points, then the Tribe shall pay the cost of both inspections.
3. Re-work will not be ordered or permitted unless the total number of planted trees recorded on inspection plots is below eighty-five percent (85%) of the total number of planting spots. In the event a planting block is replanted, a second inspection of the replanted area will be the basis for payment.

C. Inspection Procedure for Protective Tubing

1. Approximately one (1) percent of the planting block will be inspected, using circular plots, 1/50 or 1/100 acre in size. Plots will be located throughout the planted area on a systematic grid from a randomly located first plot. Plot centers will be located and marked on the ground with flagging. The plot number will be written on flagging near or on plot center.
2. Inspectors shall check all seedlings on the plot, up to the number of planting spots available. On each plot, number of planted and existing trees, satisfactory protected trees and unsatisfactory trees will be recorded. Codes normally associated with planting quality will be disregarded. The final column labeled "NR" indicates trees in excess of the number of planting spots that were not rated and shall not be included in the "No. of Trees" column.
3. Satisfactory trees shall be those protected by well anchored and perpendicular tree tubes.
4. Unsatisfactory trees include missed trees or those with loose or leaning tubes.
5. Protection Quality = (total number of satisfactory trees / total number of trees) x 100.

D. Inspection Procedure for Spot Spraying.

1. Approximately one (1) percent of each planting block will be inspected, using circular plots, 1/50 or 1/100 acre in size. Plots will be located throughout the planted area on a systematic grid from a randomly located first plot. Plot centers will be located and marked on the ground with flagging. The plot number will be written on flagging near or on plot center.
2. Inspectors shall check all seedlings on the plot, up to the number of planting spots available. On each plot, number of planted and existing trees, satisfactory sprayed trees and unsatisfactory trees will be recorded. Codes normally associated with planting quality will be disregarded. The final column labeled "NR" indicates trees in excess of the number of planting spots that were not rated and shall not be included in the "No. of Trees" column.
3. Satisfactory trees shall be those surrounded by residual dye on vegetation within the 5 feet diameter spot indicating treatment (shielded – no dye on crop tree).
4. Unsatisfactory trees include missed trees or those dyed by spray when they should have been shielded.
5. Spray quality = (total number of satisfactory trees / total number of trees) x 100.

E. Actual Acres.

1. Estimated and actual acres are based on horizontal distance.
2. Whenever the area planted is physically different than the estimated area shown in the contract, completed planting blocks shall be traversed using a global positioning system (GPS) receiver to calculate actual acreage for payment. Such differences may arise from portions that cannot be planted due to seedling shortage or site conditions, or from expansion of area planted.
3. The actual acres shall be included in the inspection report for each planting block and if different than the estimated acres, shall be used to adjust payments using the bid price per acre.

F. Penalties.

1. Wasted trees due to improper planting, seedling handling or root pruning will be deducted from payment to the contractor at the rate of thirty-five cents (\$0.35) per tree whenever they result in planting quality of less than 80%.

2. Garbage left on or near the planting block by the contractor after notification by Tribal Forestry shall result in penalties for littering in the amount of \$100.00 per offense to be deducted from payments to the contractor.

G. Acceptance and Payment.

The following standards shall apply for planting quality, seedling protection and spot spraying:

1. Each completed block with quality of ninety percent (90%) or more shall be accepted by the Tribe for payment at 100% of the bid price per block.
2. Payment for any completed block with quality between eighty and ninety percent (80-90%) shall be based upon the quality percentage times the bid price per block.
3. No payment will be made for any blocks where quality is less than eighty percent (80%).
4. Payments for completed planting blocks, protective tubes and/or spray blocks shall be submitted up to twice per month upon invoice by the contractor.

SAMPLE