

COEUR D'ALENE TRIBE

Contract for 2013 Eagle TSI

This Contract ("Contract") is entered into between the Coeur d'Alene Tribe, P.O. Box 408, Plummer, ID, 83851, ("Tribe"), by and through its Coeur d'Alene Tribal Forestry Program, and _____, by and through its agent _____, for thinning, pruning and slash treatment in areas specified herein on Exhibit A, on the Coeur d'Alene Tribe's Eagle Peak Block.

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 prune lower branches from crop trees and remove excess small trees and brush from certain areas on the Tribe's reservation.
- 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, Norris Boothe and/or Forest Development Technician, Ron LaSarte will be the Tribe's Contract Representative (CR).
- F. The Contractor's Representative is Contractor's name.

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 The treatment units shown on the map labeled Exhibit A are bounded by roads, property lines, old fire lines or otherwise identified by flagging hung from vegetation along these boundaries.
- 1.2 Contractor agrees to cut or otherwise remove excess trees within five treatment blocks, as specified in Section 2.1 Thinning in the "Technical Specifications", which is attached hereto as Exhibit B and which is hereby fully incorporated into and made a part of this Contract.
- 1.3 Contractor agrees to remove the lower limbs from selected white pine trees within five treatment blocks, as specified in Exhibit B, Section 2.2 Pruning.
- 1.4 Contractor agrees to lop and scatter slash as specified in Exhibit B, Section 2.3 Slash Treatment.
- 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 possible after receiving the signed copy of this Contract and the notice to proceed, weather permitting. All work shall be completed within a reasonable time of initiating work on this contract.
- 2.2 The Contract **will terminate on July 31, 2014**, or upon completion of contract services, whichever is sooner.
- 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 work completed to contract specifications, as computed based on the methods described in section 3.0. The Contractor shall remove all equipment, personal property and debris from the project area within two weeks following contract termination.

2.7 If the contract 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 performance bond and/or any payment due to the Contractor.

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, will be:

TREATMENT BLOCK	ACRES	THINNING BID RATE	PRUNING BID RATE	SLASH DISPOSAL BID RATE	TOTAL BID PRICE
Lost Girl #2	28.5	/acre	N/A	/acre	
N. Huckleberry	18.6	/acre	/acre	/acre	
S. Huckleberry	4.1	/acre	N/A	/acre	
N. Lost Girl #3	47.7	/acre	/acre	/acre	
S. Lost Girl #3	20.1	N/A	/acre	N/A	
W. Lost Girl #6	28.4	/acre	/acre	/acre	
E. Lost Girl #6	9.4	N/A	/acre	N/A	
TOTAL	156.8	(127.3 acres)	(124.2 acres)	(127.3 acres)	\$

3.2 The CR shall inspect each treatment block or partial block as specified in Exhibit B, Section 3 to determine satisfactory completion of services required by this contract and provide % Quality results to the Contractor.

3.3 The Tribe shall pay the Contractor for blocks accepted by the Tribe, upon submission of periodic invoices specifying acres accomplished and documented with field inspection reports, less any deductions required below.

3.4 Payment rates are subject to Exhibit B, Section 5 Payment Adjustments.

3.5 Deductions: merchantable sawlog material cut or damaged by the Contractor will be charged as follows and deducted from any payments due: western redcedar @ \$450.00 per gross thousand board feet (MBF) and Douglas-fir & other species @ \$250 per MBF. Minimum merchantability standards are at least 12 feet in length with a minimum scaling diameter of 6 inches on the small end.

3.6 Partial payments may be requested for accepted areas and made no more often than once every 2 weeks.

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 other 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 the contract total price to secure satisfactory

performance of this contract, to be refunded upon final completion and approval of all obligations. In the event Contractor defaults on the contract at any time, Contractor shall be liable for expenses incurred by or caused to the Tribe as a result of such default in an amount determined by the Forest Manager of the Coeur d'Alene Tribe.

6.0 Road Maintenance

Contractor agrees to avoid road damage to private and Tribal roads accessing the project, including prevention of berms and ruts. Contractor is liable for repair, maintenance and/or payment for any road damage caused by his operations.

7.0 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, state or local permits in order to perform such work. The Tribe assumes no responsibility for damage to property, Contractor or employee injuries.

8.0 Indemnification

The Contractor shall indemnify and hold harmless the Tribe and its guests, agents, 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.

9.0 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.

10.0 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.

11.0 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, 402 Anne Antelope Avenue, Plummer, ID 83851
Phone: 208-686-1315 Fax: 208-686-8600

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.

12.0 Forum

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

13.0 Sovereign Immunity

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

14.0 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.

15.0 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.

16.0 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.

17.0 Insurance

17.1 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.

17.2 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.

18.0 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.

19.0 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.

20.0 Entire Agreement; Modification

This Contract and its Exhibits and/or 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.

21.0 Cultural Resources Management (CRM) Compliance

21.1 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 3 days of starting work.

21.2 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.

Appropriate staff includes:

John Hartman: 208-301-0014 cell; 208-686-8402 work.

Jill Wagner: 208-582-1347 cell; 208-686-1572 work.

21.3 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.

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

21.5 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:

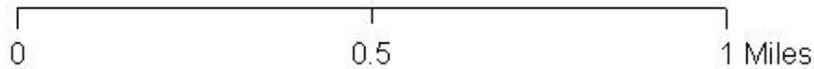
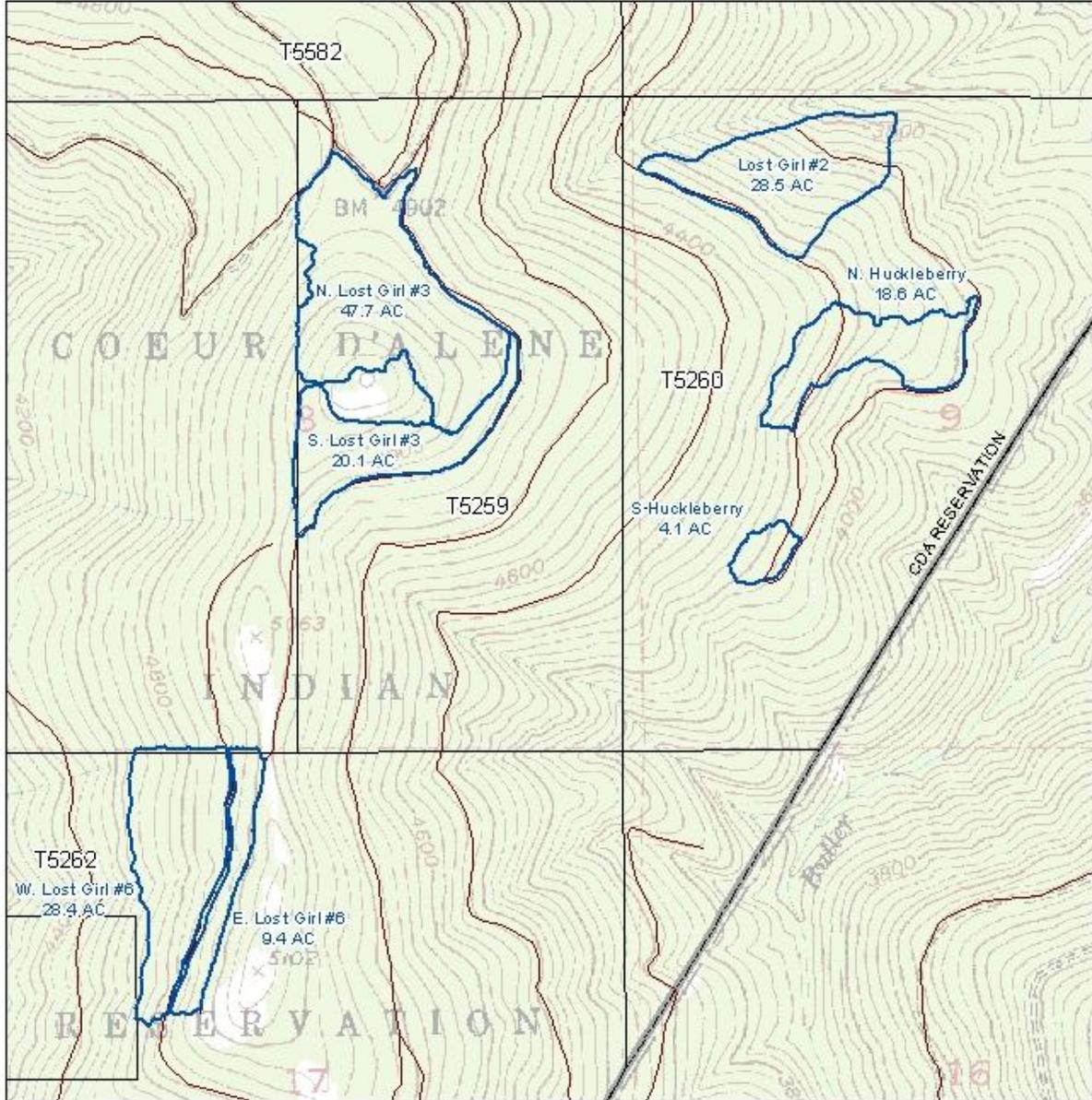
(Title) Date

COEUR D'ALENE TRIBE

Natural Resources Director Date

Administrative Director Date

Exhibit A: 2013 Eagle TSI
T47N, R1W, Boise Meridian, Idaho
Coeur d'Alene Reservation



Legend

TSI 2013
 Trust Lands

Date: 8/21/2013
Contour interval = 40'



The information depicted on this map is the result of digital analysis performed on a database consisting of information from a variety of governmental and other credible sources. The accuracy of the information presented is limited to the collective accuracy of the database on the date of the analysis. The information is believed to be accurate and reasonable efforts have been made to ensure the accuracy of the map. However, the Coeur d'Alene Tribe expressly disclaims responsibility for damages or liability that may arise from the use of the map. This product is the property of the Coeur d'Alene Tribe and its use is hereby restricted. In particular, only those parties who have received express written permission from the Coeur d'Alene Tribe may disseminate, copy, publish or release the information contained herein.

File Name: nbooth@tribal.mxd
For information on the map or other maps please contact us at nbooth@coedalene-nsn.gov

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Map produced by Tribal Forestry

**EXHIBIT B: TECHNICAL SPECIFICATIONS
TIMBER STAND IMPROVEMENT
COEUR D'ALENE RESERVATION**

1.0 General Specifications

1.1 Purpose

These specifications describe the standards for timber stand improvement (thinning, tree pruning, and slash disposal) on the Coeur d'Alene Reservation. Precommercial thinning is cutting undesirable or excess trees to release crop trees from competition, as specified in Section 2.1 herein, within treatment blocks shown on Exhibit A to the Contract. Pruning refers to removal of lower branches from white pine crop trees, as specified in Section 2.2 herein. Slash disposal refers to rearranging trees and branches cut during thinning to limit fire hazard and encourage decomposition, as specified in Section 2.3 herein.

1.2 Contractor responsibilities

Crew size and supervision: "Crew" includes any persons working under the supervision or direction of the Contractor, either as employees or subcontractors, who are performing work under this contract. Minimum crew size shall be two. There is no maximum crew size. For each crew of eight (8) or more, at least one supervisor at the work site shall monitor performance for safety and quality according to the Technical Specifications in Section 2.

Personal protective equipment: Safety equipment includes hard hat, saw chaps, gloves, eye protection and hearing protection. Safety equipment must be worn while operating a power saw on the contract area. The Contractor is responsible for ensuring that safety equipment is available and properly used.

Clean work area: The crew shall remove all litter from lunches, tool maintenance, empty drink containers or other garbage from the project area each day.

Existing facilities: All existing facilities such as, but not limited to, gates, roads, erosion control dips, water bars, if damaged by the Contractor, will be repaired or replaced by the Contractor, at the Contractor's expense, to their condition prior to the approval date of the Contract.

Fires: During closed fire season, May 10 to October 20, each thinner must carry a personal fire extinguisher while operating a power tool (e.g. chain saw, power brush cutter). The Contractor will keep a shovel and a water container, with a minimum of five (5) gallons of water, near the work site for fire suppression should he accidentally start a fire or see a fire near the work site. The Contractor will notify the Tribe, local, state or federal agencies as soon as possible if any fire should occur. The workers will not smoke within any thinning block during closed fire season. Smoking is permitted in slash-free areas at least eight (8) feet in diameter (e.g. a road).

1.3 Tribal obligations

Training: The Tribe will provide training to guide thinning and pruning and a brochure to the crew to help in blister rust recognition.

Gate key: The Tribe will issue a copy of the gate key while the Contractor is actively working on the project area, to be returned during winter and upon completion of the contract. The gate shall be kept closed and locked at all times, unless other arrangements are made with the CR.

Walk-through inspections will be performed periodically and in a timely manner to assure that any problems are promptly brought to the attention of the Contractor to ensure the satisfactory completion of the contract.

Inspections for payment: Following notice of completion, the Tribe's Contract Representative (CR) will inspect the work site on the next available workday (excluding weekends and Tribal holidays). Availability is subject to prior scheduling of Forestry personnel, but inspections will have priority over other activities, except fire control or prescribed burning.

2 Technical Specifications

2.1 Thinning Treatment

Crop tree: A leave tree selected for its potential to survive and grow to merchantable size, favoring the larger, undamaged and healthy trees of the preferred species. Species preference for crop trees from high to low are: western larch, western white pine, western redcedar, ponderosa pine, lodgepole pine and Douglas-fir. Other species are acceptable crop trees in the absence of preferred species.

Crop tree spacing: The desired spacing between crop trees will vary according to the "D + 5" rule, resulting in the following spacing around a selected crop tree:

Selected tree's DBH:	0"	1"	2"	3"	4"	5"	6"	7"	8"	9"	10"
Feet to next crop tree:	5'	6'	7'	8'	9'	10'	11'	12'	13'	14'	15'

DBH is diameter at breast height, measured at a point 4.5 feet above ground level on the uphill side of the tree. Spacing may be varied by up to 2 feet to select better crop trees, based on species, size and tree health. *To determine the desired spacing between crop trees of differing DBH, average the DBH of candidate crop trees. For example, the desired spacing between a 3" tree and a 7" tree would be 10 feet.*

Ghost trees: White pine, aspen, cottonwood and any trees less than six (6) feet tall that are growing more than 4 feet from a crop tree are not required to be cut, even though they may be within the desired spacing for crop trees. *For example, crop trees that are 12' apart could have ghost trees that are more than 4 feet from either tree left between them.*

Cut trees: Contractor shall cut live conifers rooted within 4 feet of crop trees of the preferred species. Contractor shall also cut excess trees that do not qualify as ghost trees within the desired crop tree spacing, if they are less than 6 inches in DBH. Thinning to release other species (true firs or hemlock) crop trees is not required, due to shade tolerance and a history of root disease in the treatment blocks.

Maximum DBH: No trees larger than 6" DBH shall be cut.

Acceptable tools: Hand tools such as axes, pruning shears and handsaws, and power tools such as chain saws and power brush cutters shall be allowed for thinning. All power tools operated on the worksite must have approved spark arresters.

Cut trees shall be completely severed from the stump with no holding wood left attached to the stump. Cut trees shall not be left leaning against or be suspended by an uncut tree.

Stump height shall be no higher than 6 inches, measured from ground level on the uphill side, or 3 inches measured from large rocks or logs adjacent to the stump. Trees shall be cut below the lowest live limb or, where prevented by natural obstacles, live limbs shall be severed from the stump. A limb must be at least three (3) inches in length to be considered a live limb.

Stumps shall be as flat as practical, and the stump's surface shall slope no more than 20% from level.

Improvements: Cut trees shall be felled away from open roads, utility lines, established trails, fence lines, established land corners, and streams. Any trees falling on such areas shall be completely removed from such areas.

2.2 Pruning Treatment

Prune trees: Living WP trees that are at least 6 feet tall and do not have lethal blister rust cankers shall be pruned. White pines that are at least 6 feet tall shall be examined for lethal blister rust cankers (on or within 4 inches of the bole). Contractor shall remove one whorl near eye level, leaving longer branch stubs, from any lethally infected WP to show that they were not missed.

A blister rust canker is a lesion on the bark of white pine trees caused by an exotic fungus, indicated by a swelling and dying branch or diamond shaped dead bark, usually centered on a dead branch. Symptoms of cankers include a margin of orange colored bark, fruiting bodies (in the spring), excessive resin flow from bole cankers and/or chewing by rodents around canker margins. Bole cankers are considered lethal, as are branch cankers if the visible margin of the canker is within 4 inches of the bole.

Pruning height for each tree shall be the lower ½ of total height, up to the maximum pruning height of 10 feet (for trees taller than 20 feet). All branches (including those near the stump that are covered by debris) shall be removed from the pruning height. All live needles growing directly from the pruned portion of the bole shall be removed by hand.

Branch collar is the basal enlargement where the branch attaches to the bole and the desired edge of a pruning cut. Branches shall be pruned to leave a flat cut surface within ¼ inch of the branch collar without damaging the branch collar.

Damage: Pruning shall be conducted to avoid damage such as bark peeling or other damage. Wounds larger than 2 square inches are unsatisfactory.

Acceptable tools: Contractor may use hand saws and/or pruning shears for pruning. Axes, hatchets or clubs shall not be used for pruning live branches. Machetes or other tools may be used on condition that pruning cuts are satisfactory and damage to bark and branch collars is avoided. The CR shall specify that hand saws and/or pruning shears are required if unsatisfactory damage is caused by other tools.

Scattering: Pruned branches shall be scattered at least three (3) feet from all prune trees to avoid missed branches in the surface litter.

2.3 Slash Disposal

Lop and scatter refers to removal of most limbs from cut boles and cutting the bole as needed to achieve contact with the ground. Slash from thinning shall be lopped and scattered so that slash depth does not exceed three (3) feet. Slash shall not be scattered into the 3 feet cleared area around WP

Where spacing between crop trees exceeds the desired spacing, slash may be piled and the pile height can exceed the 1 foot maximum slash depth. Roads shown on the Exhibit A map shall be kept free of slash, and any slash falling into those roads must be scattered or piled outside the travel lane.

3 Inspection and Acceptance

The Contract Representative (CR) will inspect the site periodically as work progresses, to ensure adequate compliance to contract provisions. The Contractor is encouraged to observe the inspection and may request copies of inspection summaries.

Upon notice of completion, the CR will conduct the final inspection of each treatment block within one week of the notice of completion, generally on the next available workday. Payment will be based on this inspection. Availability of inspectors is subject to prior scheduling of Forestry personnel. Inspection will be made in one of two methods: walk-through inspection or sample plot inspection.

Notification: The Contractor shall notify the Tribe within one workday of the completion of a treatment block. The notice of completion can be verbal, by email or in writing.

3.1 Block Inspection Procedure

Walk-through Inspections: The CR will use walk-through inspections to monitor crew performance, correct problems and confirm that a treatment block has been completed. The CR may accept any block for payment if walk-through inspections indicate that contract work unquestionably complies with Section 2 herein.

Sample plot inspections: If any problems with treatment quality are observed during walk-through inspections, compliance with Section 2 herein shall be determined by sample plot inspections. Sample plot inspections will consist of a series of circular fixed radius plots (11.78 or 16.65 feet radius) distributed over the entire block to sample at least one percent of the treatment block. Plot centers will be marked and numbered and number of trees per plot will be recorded for the following categories:

- A. Satisfactory crop trees left in accordance with Section 2.1.
- B. Unsatisfactory trees left that should be cut in accordance with Section 2.1.
- C. Trees cut unsatisfactorily (crop tree cut, hang-up, incomplete cut, live branch on stump, bad stump angle or height, species preference mistake).
- D. Satisfactory prune trees according to Section 2.2.
- E. Unsatisfactory prune trees (pruning wound, branch stubs > 1/4", missed tree or pruning height mistake > 1 whorl).
- F. Reasons for unsatisfactory rating.
- G. Satisfactory slash treatment (slash depth less than 3 feet deep).

Pruned WP trees with lethal infections shall not be counted as unsatisfactory to avoid penalizing Contractor for cankers not seen. Upon inspection of all plots for a block, the percent quality shall be calculated for thinning, pruning and slash disposal:

Percent quality by treatment:

$$\text{Thinning quality} = [A / (A + B + C)] \times 100$$

A = Total number of satisfactory crop trees on all plots.

B = Total number of unsatisfactory trees left on all plots.

C = Total number of unsatisfactorily cut trees on all plots.

$$\text{Pruning quality} = [D / (D + E)] \times 100$$

D = Total number of satisfactory prune trees on all plots.

E = Total number of unsatisfactory prune trees on all plots.

$$\text{Slash treatment quality} = (\text{Total satisfactory plots} / \text{Number of plots}) \times 100.$$

3.2 Rework of Unsatisfactory or Unacceptable Treatments

If percent quality is less than 90% (unsatisfactory) for any contract item and can be corrected by additional work, the Contractor may rework the block to improve the quality. If percent quality for any contract item is less than 80% (unacceptable), the Contractor must rework the block to at least 80% quality to be paid for that item.

If the Contractor does not rework an unsatisfactory treatment, payment will be based on the results of sample plot inspection according to Section 5.1 herein.

The contract period shall not be extended to accommodate rework. Any rework must take place before the termination date set forth in Section 2.2 of the Contract.

3.3 Re-inspection

A re-inspection will be conducted on all blocks reworked within one week of notification of rework, generally on the next available workday. Inspections after rework will be made in the same manner as the first inspection, but will use different plot centers. Only one re-inspection will take place, with payment according to Section 5.1, based on the % Quality from the re-inspection.

4 Acreage

4.1 Acreage Measurements

In accordance with standard practice, acreage is based on horizontal distance. Treatment blocks on steep slopes tend to appear larger than their actual size. The acreages shown in Section 3.1 of the Contract are from global positioning system (GPS) traverses of treatment blocks or calculated with the Tribe's Geographic Information System (GIS), rounded to the nearest tenth (0.1) acre. Unless physical deletions or additions are made on the ground, the acreage for the blocks as shown in Section 3.1 of the Contract is final, subject only to the remeasurement provision below.

4.2 Remeasurement

The Tribe reserves the right to correct erroneous acreage figures shown in Section 3.1 of the Contract, or to account for physical deletions or additions to the actual block area made by the CR.

The Contractor may request, in writing, remeasurement of any block or blocks under this contract if he/she believes the acreage stated in Section 3.1 of the Contract is incorrect. Remeasurement will be made on the ground within the established boundaries, using GPS.

If remeasurement determines a variance of five (5) percent or less, at a precision of tenth (0.1) acre, the actual cost to the Tribe of conducting the remeasurement will be deducted from payment due to the Contractor.

If remeasurement determines a variance of greater than five (5) percent adjusted to the nearest tenth (0.1) acre, payment will be based on the remeasured acreage. The cost of conducting the remeasurement in this instance will be borne by the Tribe.

5 Payment Adjustments

5.1 Adjustment from Inspection Plots

Based on %Quality from inspection plots (see Section 3.1) the payment rates shall be:

<u>% Quality</u>	<u>Category</u>	<u>Payment Rate</u>
90% or greater	Satisfactory	100% of block bid price
80% to 89%	Acceptable	(% Quality) x block bid price
Less than 80%	Unacceptable	No payment unless reworked

5.2 Acreage Adjustments

If acreage adjustments are made according to Section 4, the adjusted acreage and bid rate per acre shall be used to recalculate bid price, subject to any adjustments specified in Section 5.1.

5.3 Penalties

Garbage or litter left on or near the project area by the Contractor after notification by Tribal Forestry shall result in penalties in the amount of \$100.00 per offense, to be deducted from payments or withheld from the performance bond.

Definitions

The following standard terms are hereby defined for use in the Contract and Exhibit B.

“Bole” is the main tree stem.

"CR" means the Tribe's contract representative, identified in the Contract and authorized to direct and inspect contract work and accept treatments for payment.

“Crop tree” is a tree of a preferred species, left at the desired spacing, as defined in Section 2.1.

"Damage" means any defect or deformity of a tree resulting from agents such as disease, wind, snow, animals, insects, and equipment, and evidenced by such things as dead or broken tops or trunks, dead or dying foliage, crooked or bent bole, deep scars and/or missing bark.

"DBH" (Diameter Breast Height) means the diameter of the trunk measured at a point 4-1/2 feet above the ground level on the uphill side of the tree.

“Excess tree” means any tree at least 3 feet tall that is not a crop tree as defined in Section 2.1.

“Ghost tree” is a category of excess tree defined in Section 2.1 that will not be cut.

“Notice of completion” means the Contractor's verbal, email or written statement to the CR that contract services have been completed on a block to schedule an inspection to approve services.

“Pruning height” is the portion of the stem to be cleared of branches and needles, measured from ground level on the uphill side of the tree.

"Satisfactory leave tree" means any tree left that meets crop tree specifications in Section 2.1.

“Satisfactory prune tree” means any tree pruned that meets pruning specifications in Section 2.2.

“Slash” means woody plant residues created during the Contractor's activities, including branches and stems of conifers and brush cut while thinning and pruning.

"Spacing" means the horizontal distance, measured at ground level, from the stem of one crop tree to the stem of the nearest neighboring crop tree.

“Treatment block” means a distinct area to be treated under the contract, as shown on Exhibit A.

"Tree cut unsatisfactorily" means any cut tree not severed from the stump, hung-up in another tree, stump with live limbs attached, or species preference mistake.

"Unsatisfactory leave tree" means any uncut tree that should have been cut according to Section 2.1.

“Unsatisfactory prune tree” means any tree pruned to the wrong pruning height, with any live limbs below pruning height, with branch stubs longer than ¼ inch, with bark damage in excess of 2 inch² from pruning or any missed white pine that should have been pruned.