

**Coeur d'Alene Tribe
Lake Management Department
Construction Project Bid Package**

Sealed bids will be received by the Coeur d'Alene Tribe's Lake Management Department, Attn: David Lamb, 850 'A' Street, P.O. Box 408, Plummer, ID 83851, until 4:00 p.m. PST, on July 31 2009, for the following:

Project: DeSmet-Tensed Trail Project Construction

Contract documents, plans and specifications are available along with this Bid Packet at the internet link: <http://www.cdatribe-nsn.gov/TribalGov/PublicNotices.aspx>.

A certified check, bid bond, or cashier's check in an amount not less than ten percent (10%) of the total bid must accompany the proposal.

The Tribe reserves the right to reject any and all bids, to waive technicalities or irregularities, and after careful consideration of all bids and factors involved, make the award, using the format of the attached Contract, to best serve the interests of the Coeur d'Alene Tribe. Indian Preference will apply as per the Tribal Employment Rights Ordinance (TERO). A sample Tribal Personal Services Contract is attached to this Bid Packet.

Phillip Cernera
Lake Management Director

BID PROPOSAL

TO: Coeur d'Alene Tribe
Lake Management Department
850 'A' Street, P.O. Box 408
Plummer, ID 83851

ATTN: David Lamb, Project Coordinator

The undersigned, as bidder, declare that we have examined all of the contract documents and that we will contract with the Coeur d'Alene Tribe on the form of contract provided herewith to do everything necessary to complete the construction described as follows:

Project: **DeSmet-Tensed Trail**

We agree that the bid bond shall form a part of this proposal (If contract exceeds \$50,000).

Attached is a bid bond duly completed by a guaranty company authorized to carry on business in the State of Idaho in the amount of at least ten percent (10%) of the total amount of our proposal, or alternatively, there is attached a certified or cashier's check payable to the Coeur d'Alene Tribe in the amount of at least ten percent (10%) of the total amount of proposal.

If our proposal is accepted, we agree to sign the contract form provided by the Tribe and to furnish the contract bond and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree, if our proposal is accepted and a contract for performance of work is entered into with the Coeur d'Alene Tribe, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time period stated in the contract. We understand that the Coeur d'Alene Tribe reserves the right to reject any or all bids and to determine which proposal is, in the judgment of the Tribe, the lowest responsible bid of a bidder or group of bidders and which proposal, if any, should be accepted in the best interests of the Tribe, and that the Tribe also reserves the right to waive any informalities in any proposal or bid.

We further state that we have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

We propose to perform the work for the following prices bid:

BID PROPOSAL
DeSmet-Tensed Trail
UNIT PRICE BID

ITEM NO.	BID ITEM	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1000.01	Trail construction	3,012	LF	
1100.01	12" diameter RCP	110	LF	
1100.02	18" diameter RCP	45	LF	
1200.01	Furnish and install 9' wide by 100' long span steel truss rail bridge	1	LS	
1200.02	Bridge bearing system	1	LS	
1200.03	Structural fill	12	CY	
1300.01	Fill material	40	CY	
1300.02	Erosion control blanket	80	SY	
1400.01	Decorative boulder 2' diameter	200	EA	
1400.02	Removable bollard	4	EA	
1400.03	No Motor Vehicle sign	4	EA	
1500.01	Site control	1	LS	
1500.02	Traffic control	1	LS	
	Mobilization	1	LS	
SUBTOTAL				\$

TOTAL
 BID | \$ |

BID PROPOSAL SIGNATURE SHEET

Project Name: **DeSmet-Tensed Trial**

BIDDER _____

NAME: _____

ADDRESS: _____

CITY: _____ COUNTY: _____ STATE: _____

ZIP CODE _____

TELEPHONE NO.: (____) _____ FAX NO.: (____) _____

TAX IDENTIFICATION NO. _____

IDAHO STATE/TERO CONTRACTOR'S LICENSE NO. _____

EXPIRES: _____

BIDDER IS A: (CHECK ONE)

_____ CORPORATION

_____ PARTNERSHIP

_____ INDIVIDUAL DOING BUSINESS AS _____

Bidder(s) affirms that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

BID SUBMITTED FOR BIDDER BY:

Signature Title Date

NOTE:

- (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
- (2) If bidder is corporation, this proposal must be executed by its duly authorized officers.
- (3) Documents required at bid time:
 - (a) Signed Line Item Bid Proposal
 - (b) Qualification of Bidder form
 - (c) Subcontractor List

QUALIFICATION OF BIDDER

Project Name: **DeSmet-Tensed Trail**

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and positions)

The Contractor's superintendent at the job site will be (give full name)

The last three projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: _____
Dollar amount of Contract: ___ \$ _____
Owner: _____
Owner's Representative _____ Phone _____
Contractor's Superintendent on this project _____
Brief Description of Project Scope: _____

2. Project Name: _____
Dollar amount of Contract: ___ \$ _____
Owner: _____
Owner's Representative _____ Phone _____
Contractor's Superintendent on this project _____
Brief Description of Project Scope: _____

3. Project Name: _____
Dollar amount of Contract: ___ \$ _____
Owner: _____
Owner's Representative _____ Phone _____
Contractor's Superintendent on this project _____
Brief Description of Project Scope: _____

Company _____

Title of Person completing this form _____

Signature _____ Date _____ Phone _____

INSURANCE COVERAGE QUESTIONNAIRE

FOR: _____
 (Name of Insured)

Project Name: **DeSmet-Tensed Trail**
 Project Owner: Coeur d'Alene Tribe

Are the following coverage or conditions in effect?	Yes	No
The policy is written on ISO Commercial General Liability form CG 00 01 and provides coverage of liability arising from premises, operations, independent contractors, personal injury and advertising injury, and liability assumed under an insured contract.		
Products completed operations coverage		
Stop gap liability or equivalent coverage (Only required for State of WA Contractors)		
Endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85		
X, C, U hazards included		
Tribe named as an additional insured using ISO Additional Insured Endorsement CG 20 10 10 01 or equivalent		
30 days written notice of cancellation to the Tribe		

Deductibles: GL \$ _____ AL \$ _____ Excess \$ _____

Insurers' Best Rating(s): GL \$ _____ AL \$ _____ Excess \$ _____

*Excess only applicable on contracts in excess of \$500,000

This Questionnaire is issued as a matter of information. This Questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

 Agency or Brokerage

 Completed by (type or print)

 Address

 Completed by (signature)

 Name of Person to be Contacted

 Telephone Number

BID BOND FORM (If project exceeds \$50,000)

Herewith find deposit in the form of a certified check, cashier's check, cash, or bid bond in the amount of \$ _____ which amount is not less than ten percent of the total bid.

Sign Here: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Coeur d'Alene Tribe, as Obligee, in the penal sum of _____, dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for Project Title "**DeSmet-Tensed Trail**" according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay the forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

Principal

Surety

_____, 20_____

Received return of deposit in the sum of \$ _____

Signed: _____

**BID PERFORMANCE AND PAYMENT BOND
BOND TO COEUR D'ALENE TRIBE**

(Note: This form will be required from the contractor who is awarded the contract)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____
as principal, and _____, a corporation organized and existing
under the laws of the State of _____, as a surety corporation, and qualified under the
laws of the State of Idaho to become surety upon bonds of contractors with municipal corporations and
tribal organizations, as surety, are jointly and severally held and firmly bound to the Coeur d'Alene Tribe in
the penal sum of \$_____ for the payment of which sum on demand we bind ourselves and our
successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Idaho, and the regulations
and policies of the Coeur d'Alene Tribe.

Dated at _____, Idaho, this _____ day of _____, 20____.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to Resolution No. _____ passed by the Coeur d'Alene Tribal
Council, on _____, the Coeur d'Alene Tribe has let or is about to let to the said contractor
_____, the above bonded Principal, a certain contract, the said contract being
numbered _____, and providing for project name: DeSmet-Tensed Trail, which contract is referred to
herein and is made a part hereof as though attached hereto, and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake
to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said contractor shall faithfully perform all of the provisions of said
contract in the manner and within the time therein set forth, or within such extensions of time as may be
granted under said contract, and shall pay all laborers, mechanics, subcontractors and material men, and all
persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of
said work, and shall in all respects faithfully perform said contract according to law then this obligation shall
be void, but otherwise it will remain in full force and effect.

Contractor

By: _____

Title: _____

By: _____
Agent for Surety

Mailing Address of Agent for Surety:

COEUR D'ALENE TRIBE

Contract for Services Related to: "Name of Project"

This ("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 Lake Management Department, and _____ ("Contractor").

TERMS:

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

1.0 Scope of Services

- Contractor shall meet all applicable construction codes as required by the Tribe.

2.0 Deliverables

Contractor shall perform the scope of services described in this Contract and as shown on the construction plans for this project dated _____ (Exhibit "A"), and also in accordance with the construction specifications dated _____ (Exhibit "B"), and further set forth in Contractor's Statement of Qualifications and Proposal received _____, (Exhibit "C") attached to this Contract.

3.0 Term

- 3.1 This Contract shall commence upon its signing by the authorized representatives of both parties beginning _____ and shall terminate by _____. This is the project completion date. The term may be extended upon the signed agreement of the parties. The Tribe is under no obligation to extend the completion date, but may do so if in the opinion of the Lake Management Director an extension is warranted. Either party may terminate this agreement by giving the other party 10 days written notice.
- 3.2 If the project is not completed by the project completion date referenced in 3.1 above, the Tribe may assess a non-performance penalty of \$250 per day until the contractor and the Lake Management Director agree that the project is fully complete and all of the terms of the contract have been complied with.

4.0 Payment

- 4.1 The total amount to be paid under this Contract, contingent upon the Coeur d'Alene Tribe's acceptance of the Contractor's work, is \$_____.
- 4.2 Anticipated payment schedule shall be monthly based on percent complete as agreed upon by both parties. The Tribe will withhold five (5) percent retainage on all partial progress payments until the final payment is made. The Contractor shall calculate retainage and exclude retainage from monthly invoices.
- 4.3 Funds for performance of this contract shall be allocated from the Coeur d'Alene Tribe Fund No. _____.

5.0 Insurance

The Contractor is required to keep in force; general liability, motor vehicle and workman's compensation insurance during the work period of this Contract. General liability insurance shall be adequate to cover personal injury and property damage. Contractor and all employees shall be covered. Motor vehicle liability insurance shall be required per vehicle used on this Contract. Workman's Compensation Insurance, for all employees of the Contractor, shall be provided as required under laws of the State of Idaho. Proof of insurance shall be delivered to the CDA Tribe's Lake Management Department within five (5) working days after the Contract is awarded and before any work may begin.

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 taxes including federal, state and local taxes arising from its activities under this contract. The Tribe will provide a 1099 at the end of the calendar year. Contractor is also responsible for obtaining all necessary federal or local permits in order to perform such work.

7.0 Contractor's Use of the Premises

- 7.1 Confine operations at the site to areas permitted by laws, ordinances, permits, contract documents, and the Tribe's requirements.
- 7.2 Do not unreasonably encumber job site with materials or equipment. Use specified areas for storage and equipment.
- 7.3 Assume full responsibility for protection and safekeeping of products stored on premises. Protect materials against dispersion by wind forces.
- 7.4 Move any stored products that interfere with operations of the Tribe.
- 7.5 Obtain and pay for use of additional storage or work areas needed for operations.
- 7.6 Maintain good housekeeping at all times around site and around the structure.

8.0 Use of Site

Comply with the Tribe's requirements for access and egress procedures, identification of workers, and such other rules and procedures as the Tribe may establish from time to time for the safety and security of the entire property, job site, and the project.

9.0 Tribe's Right to Access for Observation

- 9.1 The Tribe reserves the right of access to any part of the work, at any time, for the purpose of observation. The contractor shall cooperate with the Tribe during the Tribe's access for observation of the work.
- 9.2 The Tribe shall have the right to inspect the material and workmanship of all items concerned with this project and shall have free access at all times to inspect any part of the work. In addition, the owner may have full-time inspection.

10.0 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Tribe, the Tribal Lake Management Department and their guests, agents, employees from and against all claims, damages, losses and expenses, including but not limited to attorneys 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 may be liable, regardless of whether or not such act or omission is in part that of a party indemnified hereunder.

11.0 Assignment and delegation, subcontracting

- 11.1 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.
- 11.2 The Contractor shall provide a list of all employees and subcontractors and subcontractor's employees that will be used during the construction of this project prior to commencement of work at the site.

12.0 Forum

The forum for any dispute concerning this contract shall be the Coeur d'Alene Tribal Court. This contract shall be construed in accordance with the contract laws of the Coeur d'Alene Tribe as applicable. In the absence of such laws, the laws of the State of Idaho may be utilized as guidelines by the trier of fact.

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 Warranties

Contractor warrants that all Contractor and Contractor's employees and subcontractors 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 for a period of one (1) year.

15.0 Proprietary Rights and Confidentiality

- 15.1 All material produced as a result of this contract is the property of the Tribe for the sole beneficial use of the Tribe. Material contained therein shall not be reproduced without written permission from the Tribe.
- 15.2 The Contractor may, in the process of performing his or her duties under the terms of this Contract, have access to records, material, research, products, services, inventions, processes, designs, drawings, engineering, marketing or finances which is designated 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.

16.0 Entire Agreement; Modification

This Contract shall 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.

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

COEUR D'ALENE TRIBE

Chief J. Allan, Council Chairman

Date

CONTRACTOR

Authorized Signature

Date