

**COEUR D'ALENE TRIBE  
NATURAL RESOURCES DEPARTMENT  
2025 Tree Planting Contract**

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

**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 and release seedlings within the Coeur d'Alene Reservation for a period in 2024, 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 **Forestry Technician, Joel Kopf**, 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 maps attached hereto as Exhibit A.
- 1.2 Contractor agrees to plant approximately **125,225** conifer seedlings on approximately **410.6** acres, in accordance with Exhibit B: Scope of Work and Exhibit C: Estimate, which are attached hereto and hereby fully incorporated into and made a part of this Contract.
- 1.3 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 close to April 7 as possible, after receiving the signed copy of this Contract and the notice to proceed.
- 2.2 The Contract will terminate on **May 31, 2024** 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 14 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 due.

### **3.0 Payment**

**3.1** The Coeur d'Alene Tribe shall pay the Contractor throughout the duration of this Contract for the work and services in the Contract and described in the attached scope of work and estimate in Exhibit B and C. The total amount of this contract shall not exceed \$

**3.2** The bid price per seedling for each tract shall be multiplied by the number of seedlings actually planted for actual payments.

**3.3** The Program shall inspect each block for work quality, as specified in Exhibit B, Section III INSPECTIONS AND ACCEPTANCE, which may reduce the payment if work quality falls below 90%.

**3.4** The Program shall furnish an inspection report to the Contractor, showing the work quality and number of acceptable seedlings for each planting block and any adjustments required by Exhibit B, Section III. INSPECTIONS AND ACCEPTANCE, subsection C. Penalties and/or subsection D. 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 the inspection reports described above.

### **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 \$1000.00 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: Joel Kopf, Forest Development  
Address: P.O. Box 408, 402 Ann Antelope Rd, Plummer, ID 83851  
Phone: 208-686-1468  
Email: joel.kopf@cdatribe-nsn.gov

For the Contractor

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 email or facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

## **11.0 Forum**

The forum for any dispute concerning this contract shall be Tribal Court. This contract shall be governed by the laws of the Coeur d'Alene Tribe. This contract shall be constructed in accordance with the contract laws of the Coeur d'Alene Tribe as applicable.

## **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**

**18.1** Any and all material produced as a result of this contract is the property of the Coeur d'Alene Tribe for the sole beneficial use of the Coeur d'Alene Tribe. Material contained therein shall not be reproduced without written permission from the Coeur d'Alene Tribe.

**18.2** The Contractor may, in the process of performing his or her duties under the terms of this Contract, have access to records, materials, research, or other information designated to be confidential.

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; Order of Precedence**

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. In the event that discrepancies arise between this Contract and any supporting documentation, including incorporated attachments, the terms of this Contract shall prevail.

## **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:

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

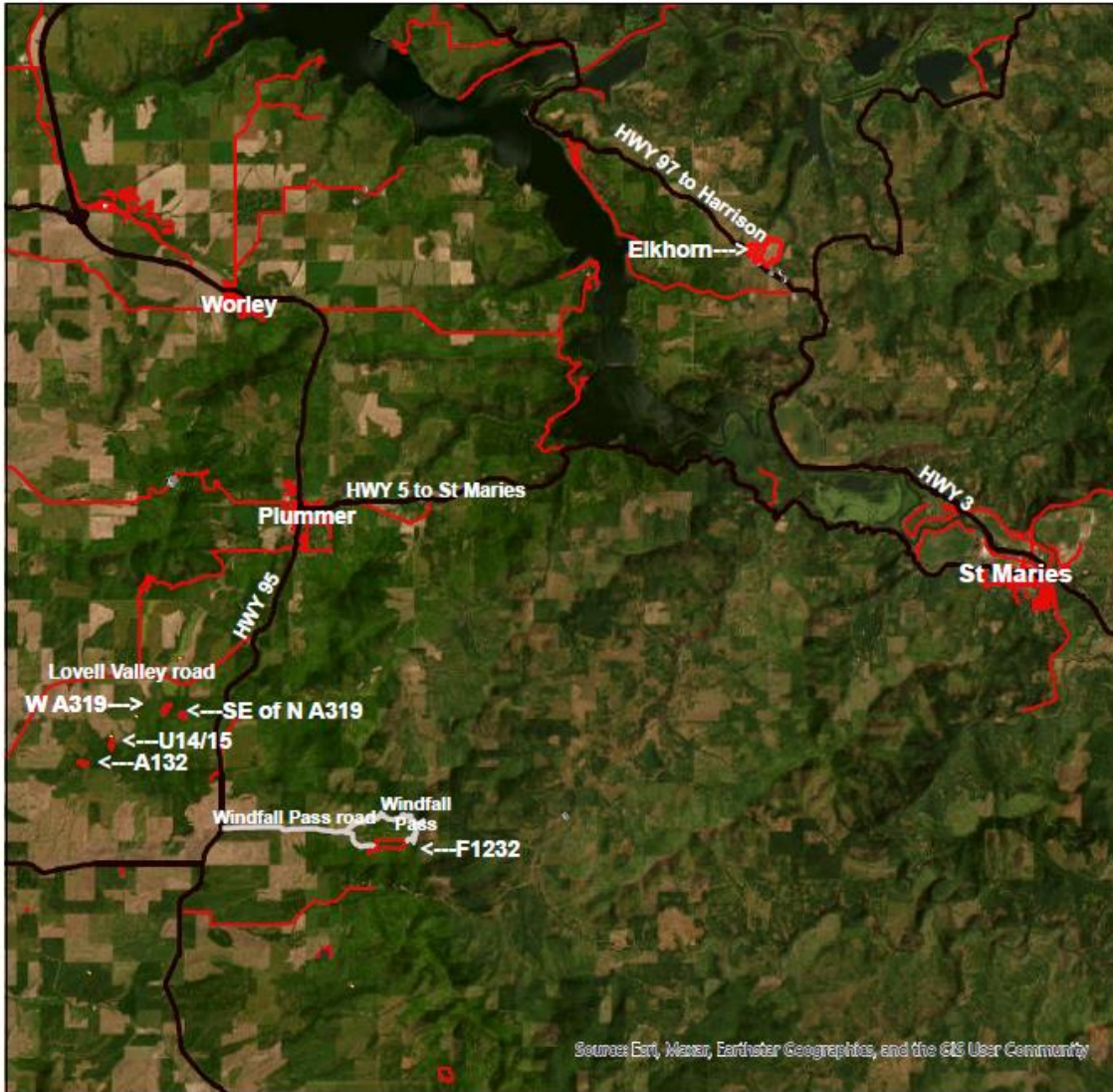
\_\_\_\_\_  
Robert A. Matt, Administrative Director

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

# Exhibit A: Maps



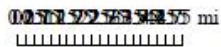
North Side of 2025 plant areas



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 this map. This product is the property of the Coeur d'Alene Tribe and its use is thereby 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.

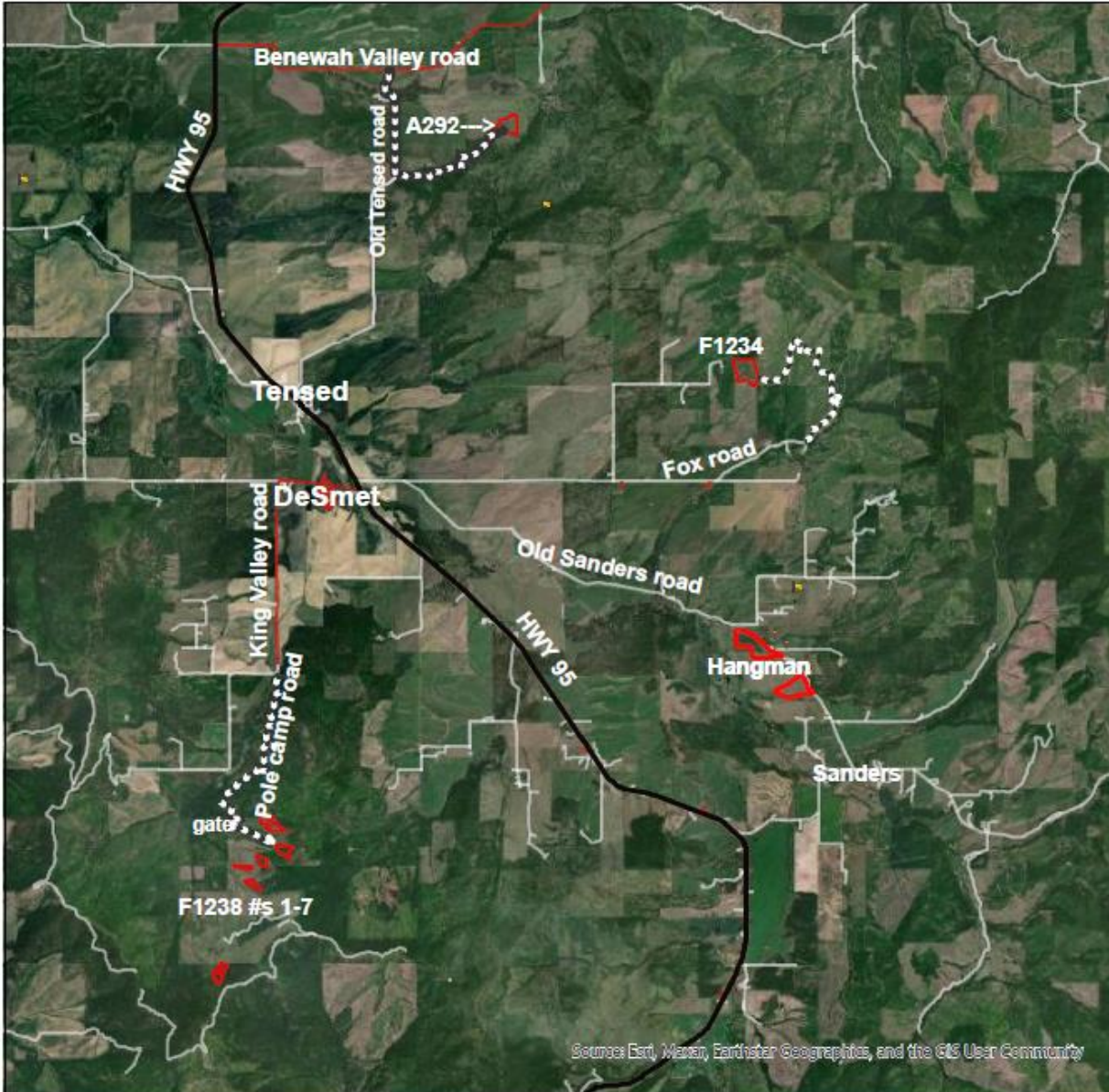
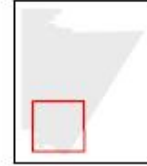
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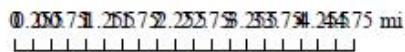
# South Side of 2025 plant areas



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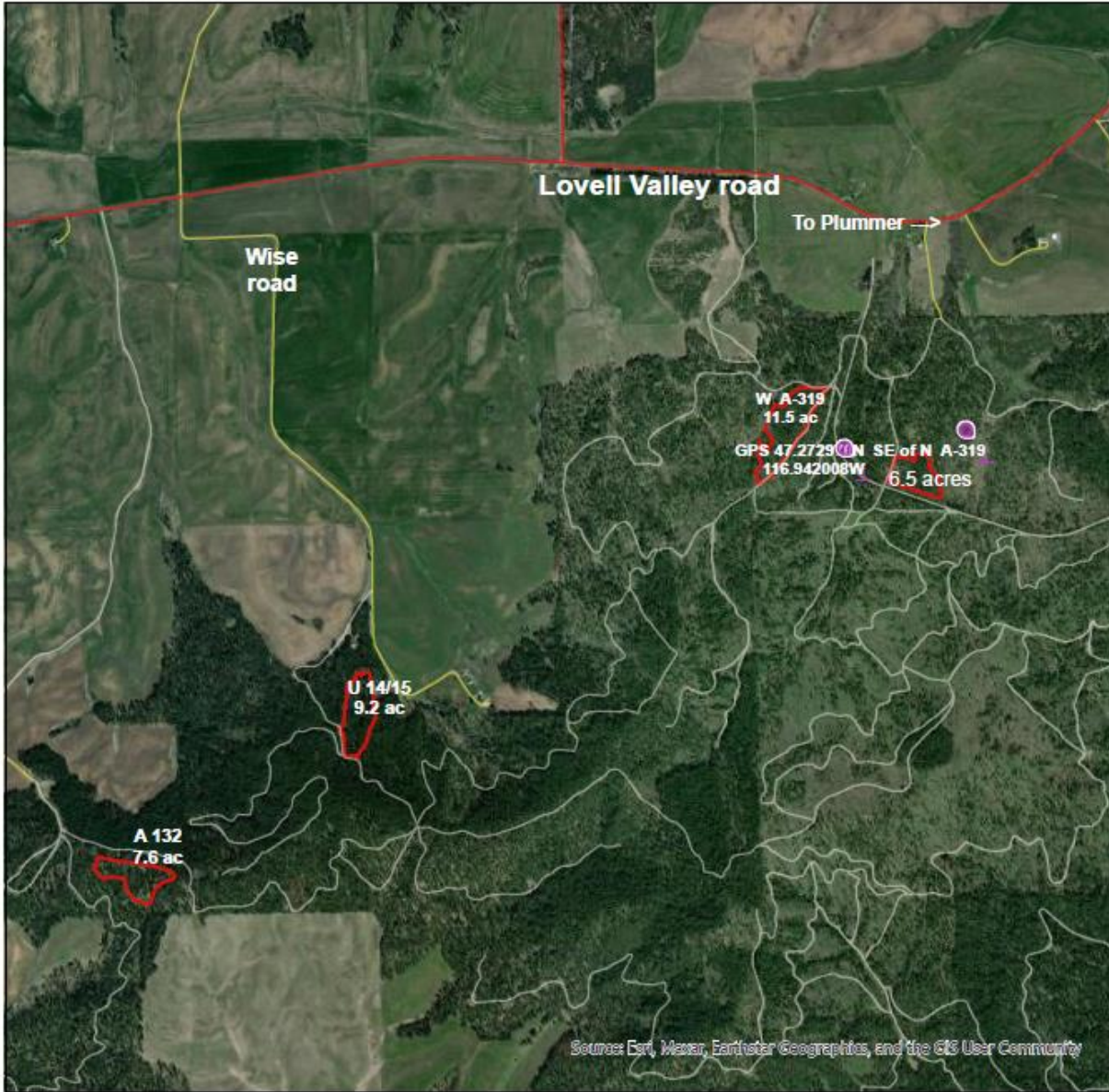
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# A-319, A 132, Unit 14/15

34.8 acres

Slope 5-25%

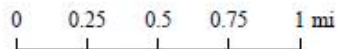
elevation 2700-2950



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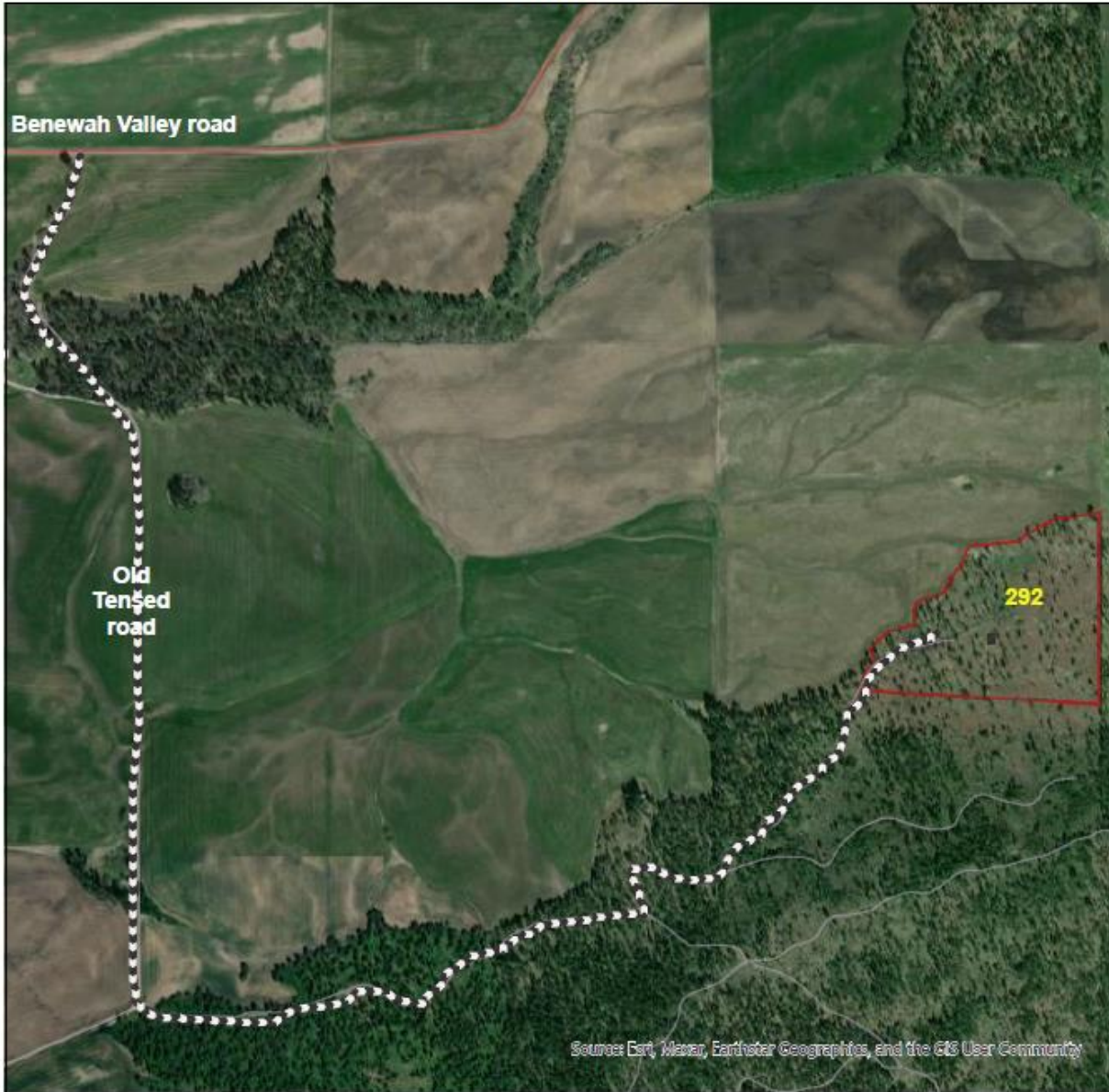
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# A292

30 acres

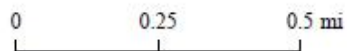
Slope 0-10%  
elevation 2820



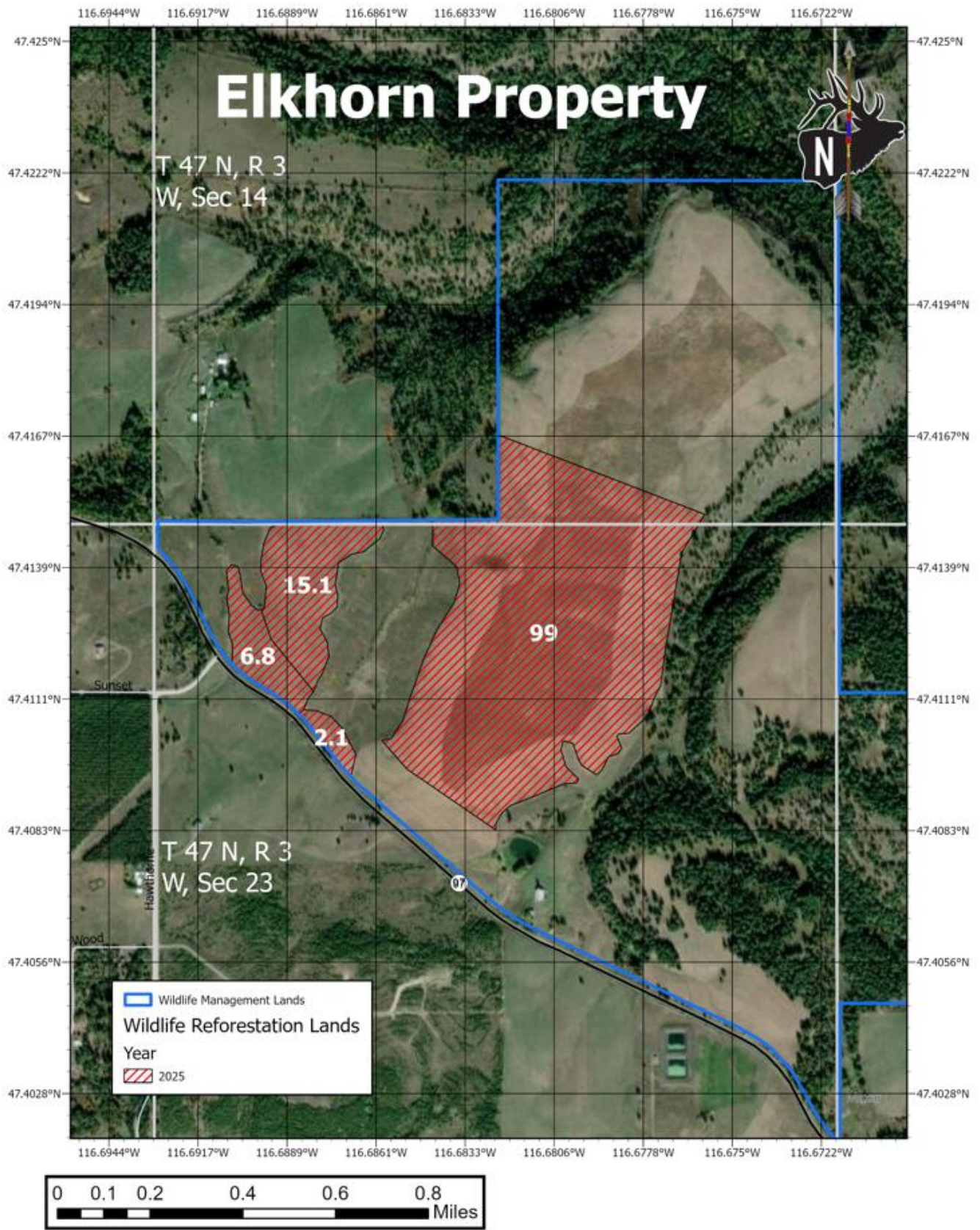
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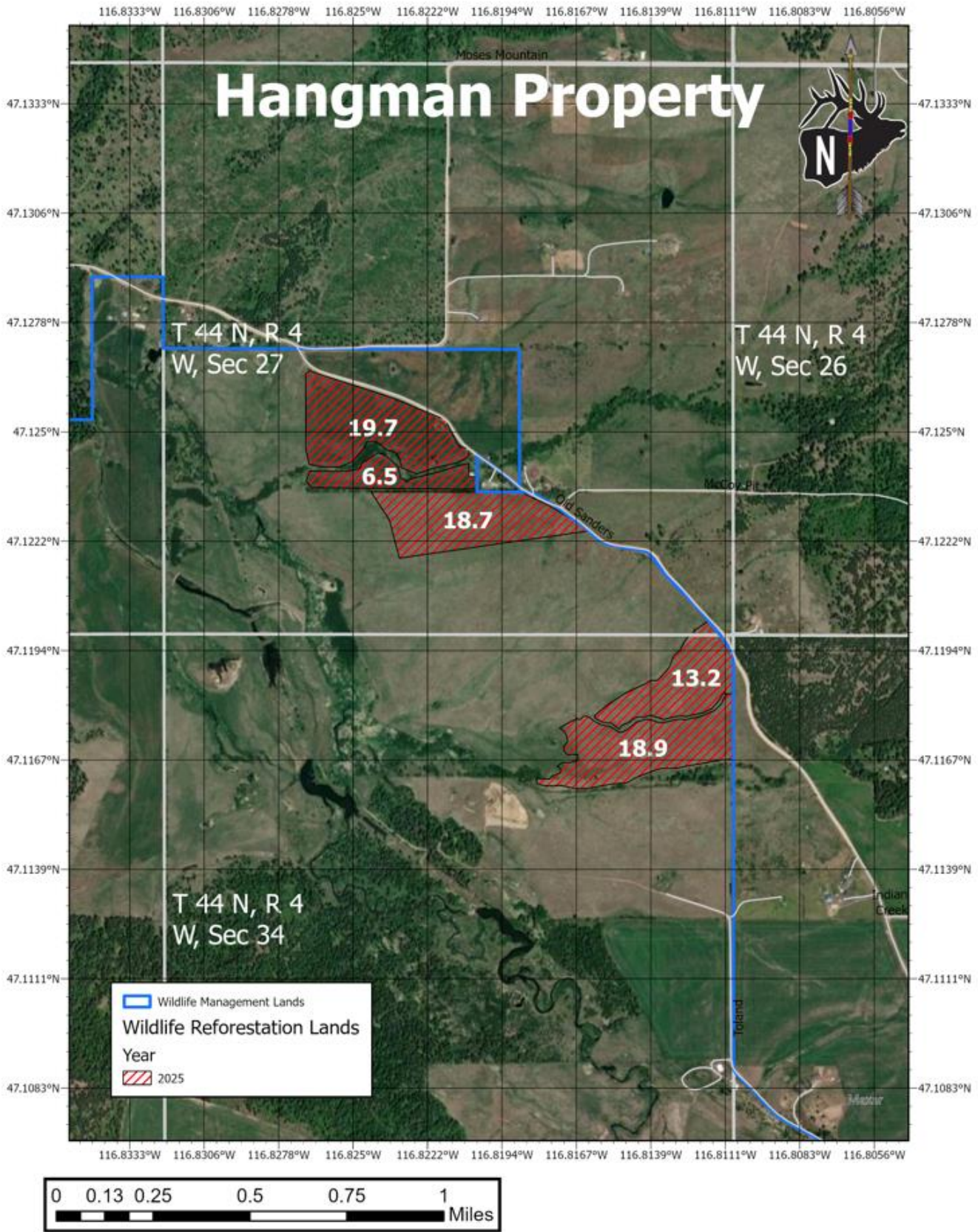
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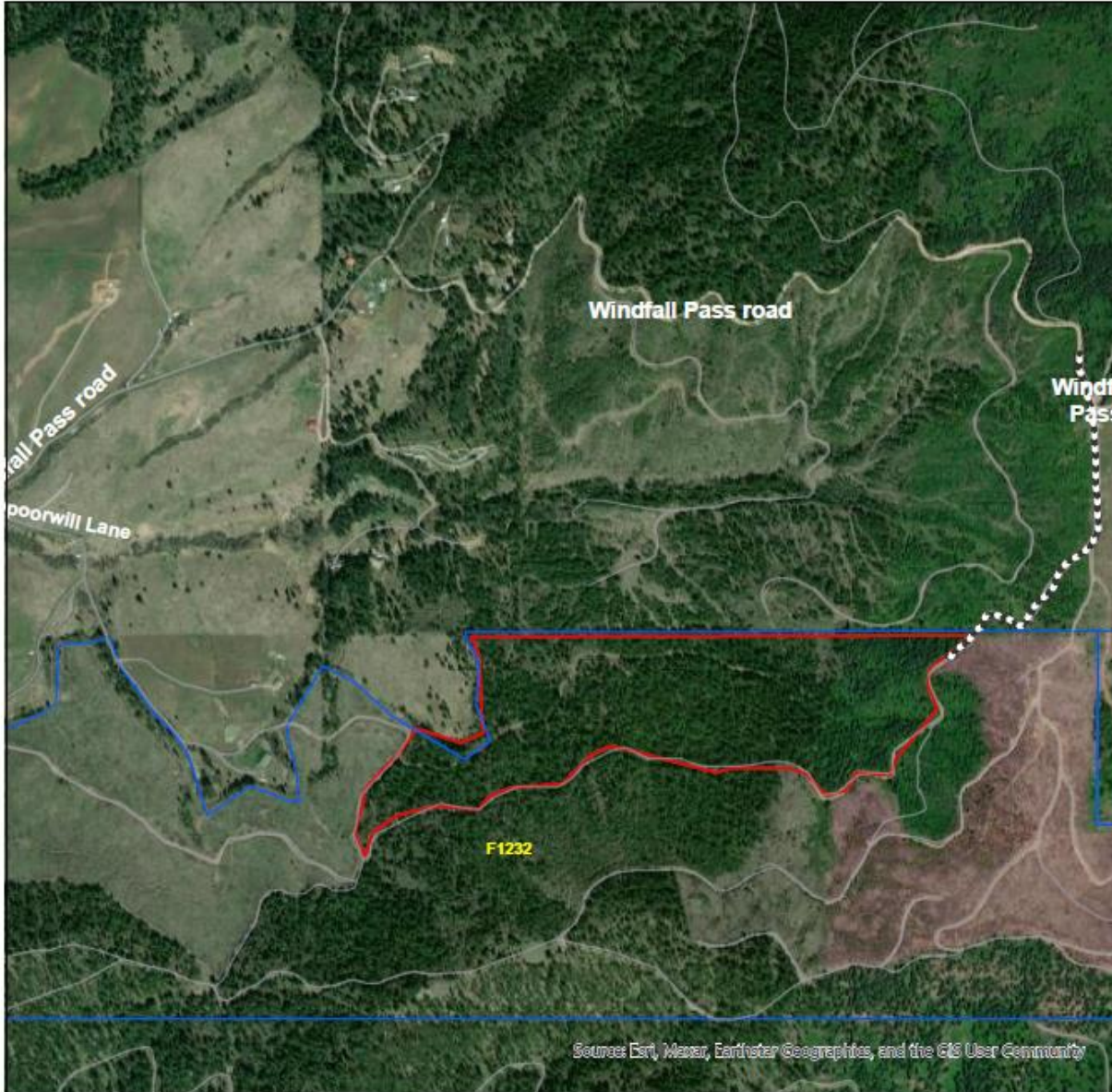


# F1232

75 acres

5-30% slope

elevation 3040-3520

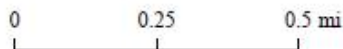


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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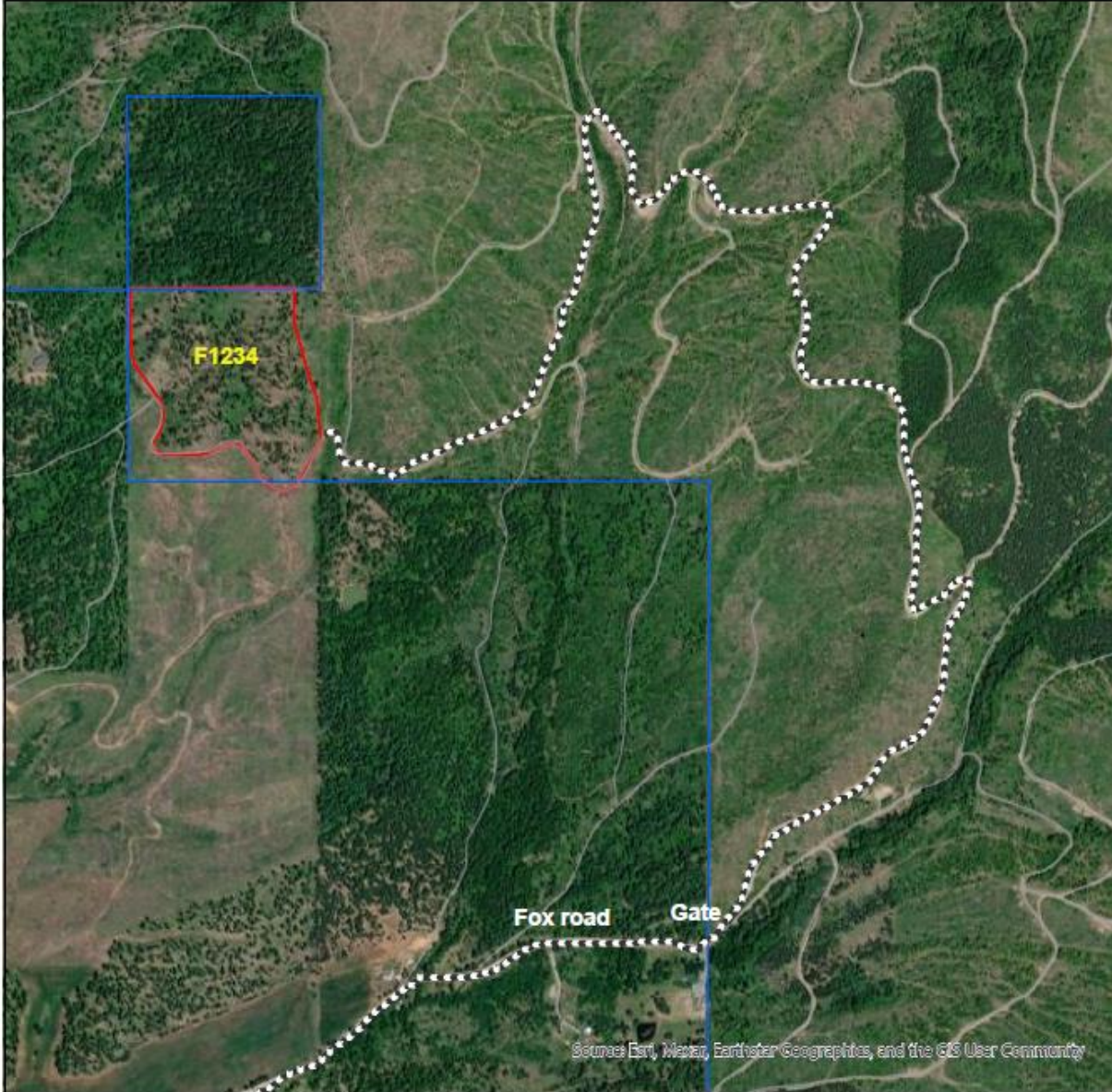
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# F1234

31 acres

slope 10-25%

elevation 3160-3480

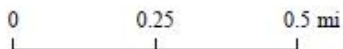


Sources: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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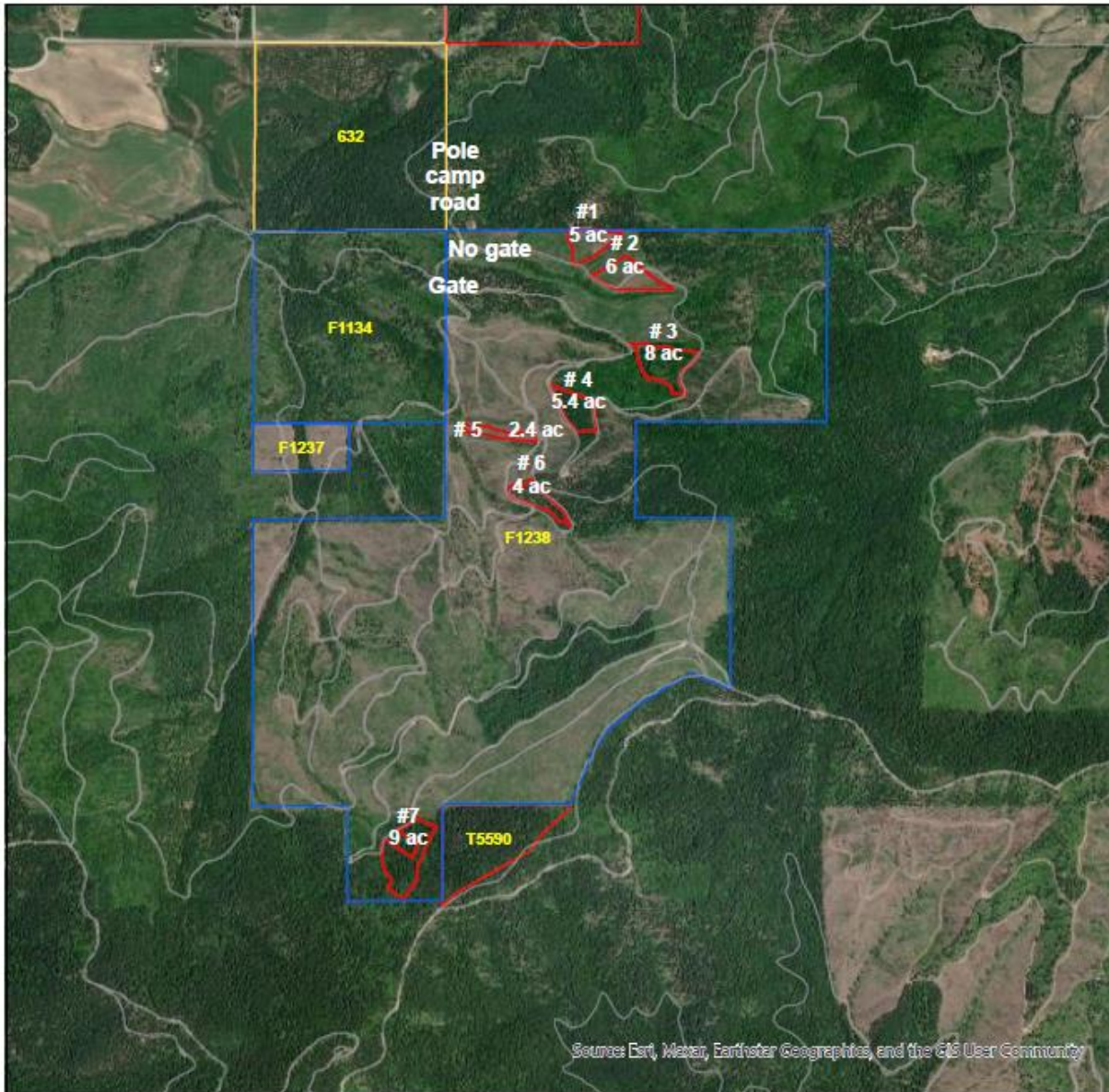
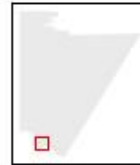
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# F1238 #s 1-7

39.8 acres

5-35% slope

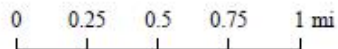
elevation 2920-3920



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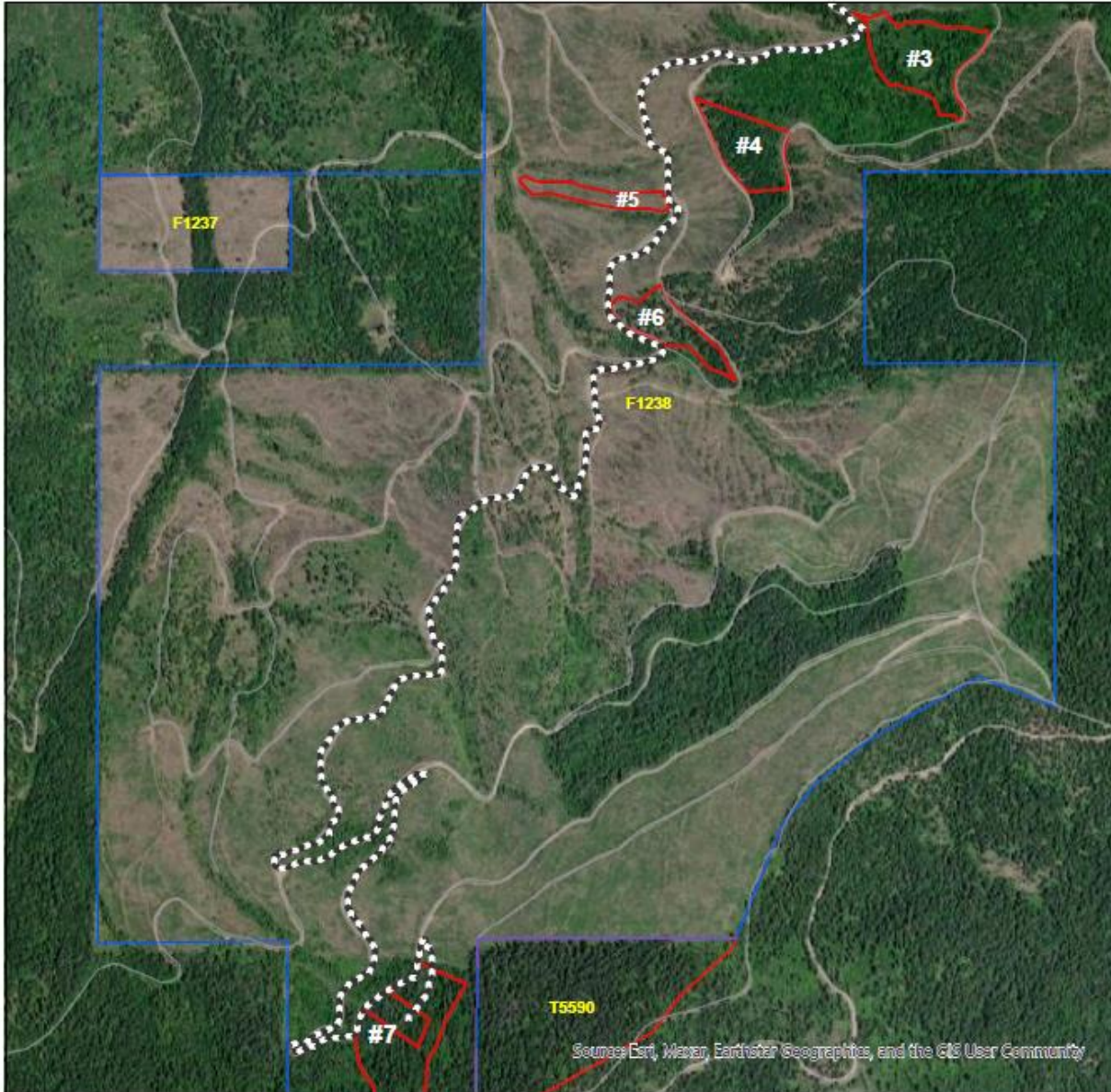
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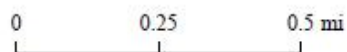
# Road map from E1238 #6 to #7



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## EXHIBIT B: SCOPE OF WORK

### Planting Specifications and Inspections

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

#### 1 Seedling Care.

- 1.1 Handle boxes with care to prevent damaging seedlings.
- 1.2 Fill planting bags just prior to planting.
- 1.3 Moisten roots if soil mix is dry.
- 1.4 Do not remove baggies or plastic wrap from bundles of seedlings.
- 1.5 Shelter seedlings from wind and sun when filling bags.
- 1.6 Do not pack bags tightly – seedlings should pull out easily without stripping roots.
- 1.7 Do not use gas- or oil-soaked planting bags.

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

- 2.1 Plant in soil, avoiding rock, deep duff, rotten wood and compacted soil or roads.
- 2.2 Don't plant in standing water or in soil that was pushed on top of slash or brush.
- 2.3 Shade – Where possible, plant on the north or northeast side of logs, stumps, rocks or brush clumps. Where not possible, use small rocks or sticks to shade block the base of trees. Place shade on the south or southwest side, to provide shade during the hottest time of day.
- 2.4 Vegetation – Where possible, avoid or scalp clumps of brush, ferns or grass.
- 2.5 Animals – Avoid game and livestock trails. Do not plant in gopher tunnels.
- 2.6 Compaction – Avoid planting in compacted dozer or skidder tracks.
- 2.7 Avoid planting in the bottom of ditches, gullies or trenches.
- 2.8 Select planting spot within 20% of specified tree spacing to find a better microsite.

#### 3 Planting Spot Preparation.

- 3.1 Duff or litter – Scalp to mineral soil around planting hole.
- 3.2 Ashes, blackened soil – Scalp to mineral soil around planting hole.
- 3.3 Dry soil –Foot scalp to reach moist soil.
- 3.4 Grass, brush or forbs – Scalp by removing vegetation and sod from the area within 10 inches of the planting hole (and seedling).

#### 4 Planting.

- 4.1 Planting tool must be a **Hoedad**, and must be able to open a hole at least 1 inch longer than the seedling and 2 inches wide at the bottom. Roots shall not be trimmed by the contractor unless specifically directed by the Tribal representative overseeing the planting.
- 4.2 Open the planting hole near the center of the scalped planting spot.
- 4.3 The undisturbed side of the hole will be within 20 degrees of perpendicular to the ground line.



- 4.4 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.
  - 4.5 Plug must be straight in the hole, with roots pointing downward and not bent at the bottom.
  - 4.6 Do not plant trees in a leaning position; roots shall be oriented approximately perpendicular to the ground surface.
  - 4.7 Do not twist the plug into the hole or compress the plug to fit a hole that should be dug deeper or wider.
  - 4.8 Fill the hole from bottom to top, packing soil firmly to prevent air pockets around roots.
  - 4.9 Keep snow, duff, rocks, ashes and dry soil from entering the planting hole.
  - 4.10 Proper depth is between root collar and first green needles, with no exposed roots and no buried needles. Plant the top of the plug  $\frac{1}{2}$  to  $\frac{3}{4}$  inch below top of hole. Soil should not be mounded around the tree to compensate for a shallow hole – dig the hole deeper.
  - 4.11 Planted trees must withstand a gentle tug, and soil in the root zone should not be loose.
- 5 Progression through Planting Blocks.
    - 5.1 A portion of one or more planting block may not be planted this year. Conversely, it may be possible to expand the area to be planted near certain planting blocks, if the number of seedlings needed was overestimated.
    - 5.2 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.
- 6 Weather: Follow weather guidelines for planting from Cleary, B. D. et al, “Regenerating Oregon’s Forests”, 1978, Oregon State University Extension Service, Corvallis, Oregon. Depending on wind, temperature and relative humidity, planting may be suspended early on some days.
- 7 Seedling Handling, Transport and Storage at planting sites.
    - 7.1 Tribal Forestry shall provide seedlings to the contractor for each day of planting.
    - 7.2 Seedlings shall be protected from weather and mechanical injury during transport and storage by careful handling of boxes, and shaded by protective tarps and natural shade.
    - 7.3 Seedlings shall be stored in shipping boxes until ready to be planted, and in planting bags during planting until the planting hole is prepared.
    - 7.4 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.
    - 7.5 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.
    - 7.6 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.
    - 7.7 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.

II. 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 the next work day.

1 Inspection Procedures.

- 1.1 Approximately two (2) percent of each planting block will be inspected, using two circular plots, 1/100 acre in size per acre of planted area. 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.
- 1.2 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. A final column labeled “NR” indicates naturals or trees planted in excess of the number of planting spots that were not rated and are not included in the “No. of Trees” column. The following items from Section I will be considered in determining satisfactory trees:
  - 1.2.1 Specifications 2.1 through 2.7 - planting spot selection.
  - 1.2.2 Specifications 2.8 & 2.9 - spacing, as reflected by the number of planting spots filled by planted seedlings. Number of planting spots should be 4 to 6 at the specified spacing, but may be reduced by established trees, heavy slash, shallow rocky soil or standing water.
  - 1.2.3 Specifications 3.1 through 3.5 - planting spot preparation. Scalps that do not remove all vegetation within 10” of the seedling will be recorded on plots, and not as unsatisfactory trees. The number of small scalps on plots will be used to estimate total number of trees in each block and the payment will be reduced by 10% for that proportion of the total trees per block. Very poor scalps will be recorded as unsatisfactory.
  - 1.2.4 Specifications 4.2 – position, 4.10 – depth and 4.11 – firmness satisfactory or not.
- 1.3 Below Ground: At least one seedling will be checked below ground by carefully digging from the side until the roots are exposed. Trees to be dug will start closest to plot center and proceed outward, however no tree that is not satisfactory above ground will be examined below ground. The following items from Section I will be checked and recorded as satisfactory or unsatisfactory:
  - 1.3.1 Planting specifications 4.1 and 4.7 - altered root length or damage.
  - 1.3.2 Specifications 4.3, 4.5 and 4.6 – straightness of hole, roots and seedling.
  - 1.3.3 Specification 4.8 – loose soil or air pockets in planting hole.
  - 1.3.4 Specification 4.9 – foreign material in planting hole.
- 1.4 Planting Quality: Daily summaries shall be prepared for partially planted blocks to indicate potential problems. Planting quality will be calculated from totals for all plots within each completed planting block to determine acceptability. Planting Quality will be an average of the percentage of total planted trees that are satisfactory above ground and the percentage of trees examined below ground that are satisfactory.

Where: A = Total satisfactory trees above ground,

B = Total number of trees planted (not including trees excess of planting spots),

C = Total satisfactory trees below ground,

D = Total number of trees examined below ground.

Above ground percentage =  $A/B * 100$ .

Below ground percentage =  $C/D * 100$ .

Planting quality =  $(\text{Above ground percentage} + \text{Below ground percentage}) / 2$

- 1.5 Unsatisfactory Planting: If the planting quality falls below eighty percent (80%), the contractor will be notified and ordered to improve the quality of subsequent planting. If planting quality is not improved to at least 80% within two working days, the contract may be terminated.
- 1.6 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.
- 1.7 Replanting 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.

## 2 Penalties.

- 2.1 Wasted trees due to dumping, improper planting, seedling handling or root pruning will be deducted from payment to the contractor at the rate of forty cents (\$0.40) per tree.
- 2.2 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.

## 3 Acceptance and Payment.

- 3.1 Each completed planting block with planting quality of ninety percent (90%) or more shall be accepted by the Tribe for payment at 100% of the bid price per tree.
- 3.2 Payment for any completed planting block with planting quality of less than ninety percent (90%) shall be based upon the planting quality percentage of the bid price per tree.
- 3.3 A 10% reduction in payment for the estimated total trees with inadequate scalps will be deducted from the payment calculated by 3.1 or 3.2.

## 4 Additional Requirements.

- 4.1 Contractor must submit a completed Form W-9, Request for Taxpayer Identification Number and Certification to the Tribe.
- 4.2 Contractor must obtain a Tribal Business License for work on the Reservation.
- 4.3 Contractor must submit a Tribal Employment Rights Ordinance (TERO) Compliance Plan to the TERO Director.
- 4.4 Contractor must sign a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower tier Covered Transactions to be attached to the contract.

EXHIBIT C: Totals

Planting Block	Area (Acres)	Trees to be Planted	Bid Rate per Tree	TOTAL
<b>Unit 14/15</b>	9.2	2640	\$ /tree	
<b>SE corner of North A-319</b>	6.5	1950	\$ /tree	
<b>West A-319</b>	11.5	3450	\$ /tree	
<b>A-132</b>	7.6	2280	\$ /tree	
<b>A-292</b>	30	9005	\$ /tree	
<b>Hangman</b>	77	23,100	\$ /tree	
<b>Elkhorn</b>	123	36,900	\$ /tree	
<b>F1232</b>	75	23,100	\$ /tree	
<b>F1234</b>	31	9300	\$ /tree	
<b>F1238#1</b>	5	2175	\$ /tree	
<b>F1238#2</b>	6	2610	\$ /tree	
<b>F1238#3</b>	8	2400	\$ /tree	
<b>F1238#4</b>	5.4	1695	\$ /tree	
<b>F1238#5</b>	2.4	720	\$ /tree	
<b>F1238#6</b>	4	1200	\$ /tree	
<b>F1238#7</b>	9	2700	\$ /tree	
<b>Total</b>	410.6	125,225		