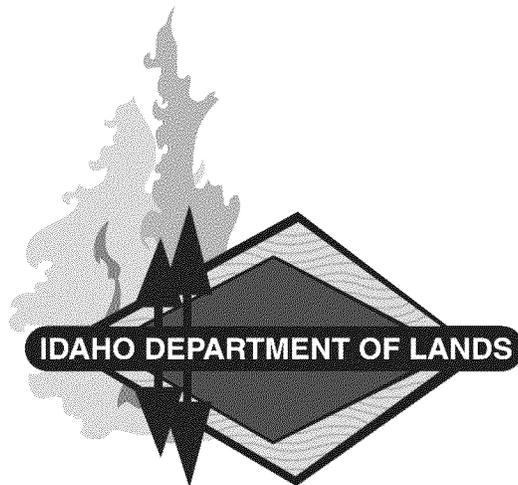


STATE OF IDAHO
DEPARTMENT OF LANDS



SHARED STEWARDSHIP DIRECT AREA CONTRACT

CONTRACT #26-SSDirect3

**DIRECT AREA CONTRACT
CONTRACT #26-SSDirect3**

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**AREA CONTRACT
CONTRACT #26-SSDirect3**

THIS AGREEMENT is by and between the STATE OF IDAHO, acting through the DEPARTMENT OF LANDS on behalf of the Idaho State Board of Land Commissioners, hereafter referred to as the "STATE," and Kootenai County, hereafter referred to as the "CONTRACTOR."

SECTION A – GENERAL

1. DEFINITIONS AND TERMS

- a. Agreement: This duly executed written agreement between Idaho Department of lands (IDL) and the Contractor resulting from the solicitation, which shall include these Terms and Conditions, the Statement of Work, the Cost Proposal, and all attachments thereto.
- b. Attachments: The attached project description(s), maps, and other labeled references are a part of this contract, and any special terms therein are binding upon all parties.
- c. Contracting Officer: The IDL employee with the authority to enter into, administer, modify, and/or terminate this contract, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the contractor.
- d. Contracting Officer Representative (COR): The designated IDL representative, also referred to as the Forester-in-Charge (FIC), who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work.
- e. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- f. Contractor's Representative: The Contractor's representative, authorized in writing, to be present on the project area(s) at all times to act on behalf of the Contractor.
- g. Crew: May be one or more individuals performing work under this contract.
- h. Procurement Manager or Purchasing Agent: The Contracting Officer for the IDL.
- i. Pre-work Conference: The meeting between the COR and Contractor about specifics of the contract administration.
- j. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- k. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- l. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services.

- m. Stream Protection Zone (SPZ): The area encompassing a slope distance of 100 feet on each side of the ordinary high water mark on all live (flowing) streams.
- n. State: The State of Idaho including each agency unless the context implies other states of the United States.
- o. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the IDL acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the IDL in its regulatory and assistance duties, and in managing Idaho's public trust lands.
- p. State of Idaho Department of Lands : Acceptable and legal references to the IDL for the purposes of this contract.
- q. Unit: A distinct area designated on the ground with specified boundaries. For purposes of this contract, the unit(s) are found in the project description(s) and are shown on the project maps.

2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract. The State does not assume liability as an employer.

3. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of their handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S.

Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

4. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

5. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

6. WAGE AND LABOR COMPLIANCE

For the duration of the agreement, the Contractor attests to the following:

- a. At least the minimum Idaho wage was paid to all employees and subcontractors utilized to complete the work in accordance with Idaho Code section 44-1502;
- b. Contractor was in compliance with all labor laws;
- c. All debts incurred by the Contractor to accomplish the work requirements outlined by this agreement were paid in full.
- d. Any further claims against the State of Idaho under this agreement are relinquished, pending payment for services rendered by the Contractor and accepted by the State.

7. PAYMENTS

Payments shall be made following satisfactory completion of all contract requirements and as described in the attached project description(s) / scope of work. Payment(s) will be at the rate(s) set forth in Schedule A. All payments will be made according to Idaho Code Section 67-2302.

8. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

9. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

10. SAVE HARMLESS

The Contractor shall protect, indemnify, and save the IDL harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

11. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the IDL be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

12. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract.

13. INSURANCE

The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company having a Best's rating of AV or better and be licensed and admitted in Idaho. The Contractor shall furnish the IDL with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for written notice to the IDL upon cancellation or material change of any insurance referred to therein. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insureds and shall protect the Contractor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the IDL to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the IDL to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the IDL.

a. Commercial General Liability Insurance

Contractor shall maintain commercial general liability insurance with a combined single limit of not less than \$1,000,000 each occurrence. The commercial general liability shall be written on an International Organization of Standardization (ISO) occurrence form or a substitute form approved by the Purchasing Agent and shall cover liability arising from premises, operations,

independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

b. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

c. Workers' Compensation

The Contractor will provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers' compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission, or proof that the Contractor is exempt from the workers' compensation requirement. Failure to provide a Certificate of Workers' Compensation Insurance or proof of exemption will result in termination of this Agreement. The IDL will not assume liability as an employer.

If the Contractor is exempt from the workers compensation requirements, under the laws of the State of Idaho, IDL will furnish workers' compensation insurance for work done under this contract unless otherwise specified in the contract. The cost to IDL for furnishing such workers' compensation insurance will be added to the Contractor's quote price for purposes of evaluation only. In no event will said amount be paid to the Contractor.

By requiring insurance herein, the IDL does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this contract.

The Contractor shall require all subcontractors utilized in performance of this contract to provide certificates of insurance to the IDL evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs

14. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

15. APPOINTMENT OF REPRESENTATIVES

The State shall, at any given time, designate a COR of the operation. The Contractor shall designate an individual, in writing, who shall be responsible for proper compliance with all contract provisions which apply to the operation and who will be available on the site at all reasonable times for consultation with the COR.

16. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly themselves, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the IDL in which they are an

officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive quotations. (Idaho Code Section 67-5726(1)).

17. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce the provisions of this contract shall be brought in State district court in Ada County, Boise Idaho. In the event any term of the contract is held to be invalid or unenforceable by a court, the remaining terms of this contract will remain in force.

18. SAFETY INFORMATION

The Contractor assumes full responsibility for the safety of his employees, equipment and supplies. All safety training is the responsibility of the Contractor.

All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Safety Data Sheets (SDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

19. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

20. OWNERSHIP

All information furnished to the Contractor for its use pursuant to this Agreement shall belong to the IDL and shall be returned to the IDL in good order upon completion of the Agreement or upon the IDL's request. All documents, reports, and any other data developed by the Contractor for the IDL in the performance of this Agreement shall become the property of the IDL. The IDL shall retain exclusive rights of ownership to all work produced by the Contractor under this Agreement.

21. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

22. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of

God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

23. ENTIRE AGREEMENT

This contract, with the State's Invitation to Request for Proposal or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this contract, the terms and conditions of this contract shall apply.

24. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond.
 - (1) Failure of the Contractor to perform any of the provisions of this contract.
 - (2) Failure of the Contractor to correct unsatisfactory performance or work immediately after it has been brought to his attention.
 - (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
 - (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
 - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
 - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
 - (3) Deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unsatisfactory work.

- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

25. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

26. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the COR and covered by the Contractor's performance bond.

27. CAMPING ON STATE LAND

Contractor personnel may, with written approval from IDL, camp during the contract period on State land. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth by IDL Supervisory Area and be in compliance with State Land Board rules and regulations for fire prevention.

28. FIRE PREVENTION RESPONSIBILITIES

- a. The Contractor will adhere to the State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any IDL office. These rules and regulations will be outlined during the pre-work conference with the Contractor.
- b. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.
- c. Fire spreading through the contract area which is a result of the Contractor's operation or employees' or sub-contractors' actions shall be the liability of the Contractor.

SECTION B – TECHNICAL SPECIFICATIONS

Unless stated otherwise, all work performed shall conform to that commonly used in the forestry profession and as directed by the IDL.

1. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments,

contributions, remittances, and all reports and statements required under said laws.

Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

2. CONTRACT PERIOD

This contract will become effective once signed by all parties. Approximate starting dates and duration of the contract are listed in the attached project description(s). Once the Contractor starts work, said operation will be carried out continuously, unless directed otherwise by the COR.

The contract will expire upon completion and inspection of all contracted projects unless terminated earlier by the State under any of the provisions of this contract. This contract shall expire on **June 10, 2026**.

3. PERFORMANCE OF THE CONTRACTOR

Before starting work, the Contractor shall meet with the COR, or delegated representative from IDL, and with IDL's contracted consulting forester (Inland Forest Management) for a pre-work conference to discuss the following but not limited to: contract terms, work performance requirements, and tentative work schedule.

The Contractor shall begin work in areas specified by the COR in the technical specifications below.

Sub-contracted crew(s) shall proceed through the unit(s) in a systematic manner as described in the project description or as per IDL's contracted forestry consultant.

The project must begin and be completed within the time frame specified in the project description unless otherwise approved by the COR.

4. ITEMS TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish:

- 1) All tools, equipment, labor, transportation, supervision, supplies, storage, hauling and loading equipment as called for in the project description / scope of work or as necessary to satisfactorily complete this contract including all safety equipment required by current laws and regulations.
- 2) Before and after treatment photos of the project area and a descriptive map showing the project area.

5. ITEMS TO BE FURNISHED BY THE STATE

IDL shall furnish:

- 1) A delegated representative of IDL, will be available to work with the Contractor (or his representative) and with IDL's consulted forestry consultant during the duration of the contract.
- 2) Other items as per the attached project description(s)/scope of work.

6. LOCATION AND ACREAGE DETERMINATION

- a. Fuel-reduction treatments and strategic thinnings will be planned and implemented on a forested interpretive trail on property containing Canyon Creek Elementary School, owned by Idaho School District #391 in eastern Kootenai County.
- b. Project area boundaries and layout will be determined by Kootenai County in cooperation with IDL's contracted forestry consultant, Inland Forest Management. The project will be laid out and implemented in accordance with operator contracts and landowner-access agreements (or school board access agreements, as is appropriate here) held by Kootenai County.

7. CONTRACT ADMINISTRATION

- a. The COR will administer the contract as required in all specifications.
- b. Disputes between the COR and the Contractor will be resolved by the State.
- c. The COR has the following authority in addition to that delegated in other portions of the contract:
 - (1) Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
 - (2) Make recommendations for payment.

8. INSPECTIONS

The COR, or delegated representative from IDL, including IDL's contracted forestry consultant, will inspect and approve all equipment prior to use. The COR reserves the right to bar from work on the project any contractor personnel who, in the opinion of the COR, is not properly licensed, violated contract terms or is unsafe or otherwise unsatisfactory.

Any inspection reports done by Contractor (or sub-contractor) will be furnished to the COR by the Contractor so that any issues or concerns are discussed as the project is progressing.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this contract to be executed effective this

_____ day of _____ 20 __, in Coeur d’Alene, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

IDL COR: Ara Andrea

Kootenai County, Idaho

By _____

By _____

Date _____

Date _____

Unique Entity Identifier# (UEI)
(Associated w/SAM Registration)

Contractor’s Phone/E-Mail Address:

Andrea Littlefield,

E-Mail alittlefield@kcgov.us

Mailing Address:

1662 W Wyoming Ave

Hayden, Idaho 83835

PAYMENT SCHEDULE

Payment for Fuel-Reduction Services in Kootenai County:

The Contractor shall perform services described in the Project Description for payment as described in the budget below.

Forestry Contractor	Title	Job Description and Payment Process	Project Not-to-Exceed Total
Kootenai County	Canyon Creek Elementary Interpretive Trail	<p>Contractor's (Kootenai County's) contract administration costs.</p> <p>Submit invoice with timesheet showing hours spent on administration of this contract, name and title of employee doing the work, and the associated hourly pay rate. Also, submit a work-description report with brief descriptions of targeted work performed during these hours. IDL will reimburse once invoices are reviewed and approved.</p>	\$2,500
Kootenai County	Canyon Creek Elementary Interpretive Trail	<p>Sub-contracted operator work that provides thinning, mastication or any other vegetation removal that is in accordance with the project layout and prescription as developed by Kootenai County.</p> <p>Submit sub-contracted operator invoices to IDL, with a work-description report and a corresponding number of acres treated. IDL will reimburse once invoices are reviewed and approved.</p>	\$12,500

PROJECT DESCRIPTION

SUPERVISORY AREA/LOCATION OF WORK: IDL Cataldo Supervisory Area, eastern Kootenai County

PROJECT NAME: (*Shared Stewardship*) Canyon Creek Elementary Interpretive Trail

CONTRACT NUMBER: 26-SSDirect3

CONTRACTOR: Kootenai County, Idaho

PROJECT COMPLETION DATE: 6/10/2026

PROJECT NOT TO EXCEED (NTE) AMOUNT: \$15,000

PROJECT LOCATION: Forested interpretive trail next to Canyon Creek Elementary School, on property owned by Idaho School District #391, in eastern Kootenai County. The adjacent school is located at 27491 E School House Loop, Cataldo, Idaho.

CONTRACT WORK TO BE PERFORMED:

- **Scope of Work:**
 - **Overall project management**—develop contracts and or request for proposals; administer contracts; coordinate treatments with private landowners and implement practices (as specified below); and oversee/inspect and monitor all project components.
 - Provide project layout and administration for thinning and fuel-reduction work along an educational interpretive trail in a four-acre forested area on the property of an elementary school in Cataldo, Idaho.
- **General Tasks:**
 - Acquire needed permissions from landowner officials (Idaho School District #391) to lay out, mark and allow access for all Kootenai County project managers and mastication (or hand-thinning) operators.
 - Provide IDL a detailed description of the work occurring on and around the interpretive trail.
 - During project-implementation periods, provide weekly inspections and corresponding reports (these can be requested of IDL’s contracted forestry consultant, Inland Forest Management).
 - Provide weekly progress reports to IDL Private Forestry Specialist, Rodney Cochrane, and assist him in communicating with school officials about the project scope and progress.
 - Provide before-and-after-treatment photos in targeted treatment areas from the same photo point.

CONTRACT ADMINISTRATION:

Disputes between the COR and the Contractor will be resolved by the IDL Contracting Officer. The COR has the following authority in addition to that delegated in other portions of the contract:

- Decide questions of fact arising in regard to quality and acceptability of all work performed.
- Process invoices for payment.

The COR for this contract will be Ara Andrea. The secondary COR for this contract will be Tyre Holfeltz. The COR has the following authority in addition to that delegated in other portions of the contract:

- Decide questions of fact arising in regard to quality and acceptability of work performed.
- Make recommendations for invoice payment.

COR's have the option to select a Project Inspector to perform field inspections and make recommendations on quality of work to the COR. If an Inspector is chosen for this project, their information will be provided to the Contractor.

CONTRACT PERIOD AND SCHEDULE:

Contract work may commence after the Contractor received a Notice to Proceed and has had a prework conference with the COR. SPECIFIC DATES

INSPECTION AND ACCEPTANCE:

1. IDL Contracting Officers Representative (COR), or a delegated IDL representative, will make periodic inspections while work is in progress to assure that work is proceeding satisfactorily.
2. The IDL COR will determine acceptable work.
3. Upon receipt of required written information and/or completion of the work, the Idaho Department of Lands will inspect work completed by the Contractor for contract compliance. Within 10 calendar days, the State will notify the Contractor regarding acceptability of the work. The Contractor will have 5 calendar days from the time of notification to correct unsatisfactory work.

CONTRACT PAYMENT:

Payment will be made to the Contractor upon satisfactory completion of all fieldwork at the rates set forth in the PAYMENT SCHEDULE. **After the Contractor has entered all billing information satisfactorily into the Payment Works system, all invoices must be sent via email to IDL:**

Reimbursements.FAB@idl.idaho.gov

and

aandrea@idl.idaho.gov

Payment will be made after receipt of contractor's itemized invoice for satisfactorily completed work. Itemized invoices shall be submitted no more than monthly and will include a description of services completed during the period being invoiced. **The total not-to-exceed for this project is \$15,000.**

INFORMATION:

Further information is available by contacting:

Ara Andrea (COR)
Idaho Department of Lands, Coeur d'Alene Staff Office
3284 W Industrial Lp
Coeur d'Alene, Idaho 83815
Phone: (208) 666-8624
E-mail: aandrea@idl.idaho.gov

or

Tyre Holfeltz (COR)
Idaho Department of Lands, Coeur d'Alene Staff Office
3284 W Industrial Lp
Coeur d'Alene, Idaho 83815
Phone: (208) 666-8653
E-mail: tholfeltz@idl.idaho.gov

or

Jeff Lau
USFS-IDL North-Idaho Shared Stewardship Coordinator
Idaho Department of Lands, Coeur d'Alene Staff Office
3284 W Industrial Lp
Coeur d'Alene, Idaho 83815
Phone: (208) 769-1525
E-mail: jlau@idl.idaho.gov