FORM 5-5324
(Rev.) May 1976
PAO/WP 1992

UNITED STATES

DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

Master	
Tribal	X
Allotment	

PART A
Contract No. P18C20150414

TIMBER CONTRACT FOR THE SALE OF ESTIMATED VOLUMES

Isdo ***Logging Unit***, Coeur d'Alene ***Indian Reservation***

A1. Authority. ***This contract is made under the authority of Section(s) 7 and/or 8 of the Act of June 25, 1910 (25 U.S.C. 407 and 406) as amended by the Act of April 30, 1964, and in accordance with the regulations of 25 CFR 163.***

A2. Parties to the Contract. ***The parties to this contract are*** the Coeur d'Alene Tribe, as represented by the duly authorized tribal representatives *, hereinafter called the Seller,* ***and*** _____ ***of*** _____, _____, *hereinafter called the Purchaser.*

A3. Bureau of Indian Affairs Representatives.

(a) Approving Officer. ***The*** Acting Superintendent, Coeur d'Alene Agency ***or his/her authorized representative, is hereinafter called the Approving Officer.***

(b) Superintendent. ***The*** Acting Superintendent, Coeur d'Alene Agency ***or his/her authorized representative, is hereinafter called the Superintendent.***

A4. Timber Sold. ***The Seller agrees to sell to the Purchaser and the Purchaser agrees to buy, in accordance with the terms and conditions of this contract and the attached Part B, Standard Provisions, which are made a part hereof, all the merchantable timber, living or dead, designated for cutting by the Bureau of Indian Affairs on tribal and/or allotted lands within the boundaries of this logging unit.***

A5. Contract Dates. ***The contract year is the period*** of a calendar year. ***Unless this contract is extended in accordance with Section B2.5 of the Standard Provisions, the Purchaser shall cut and pay for all designated timber on or before*** January 31 , 2017, ***and shall complete all other obligations on or before the contract expiration date of*** July 31 **,** 2017.

A6. Unit Description. ***This unit includes*** Portions of 5345, T5346, T5347, T5348, T5373, & T5374 located in portions
of Sections 1, 2, 3, 10, and 11 of T45N, R4W; and Section 35 of T46N, R4W; all Boise Meridian, Benewah County, Idaho.

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and includes the following approximate area:

	Area Within Unit Boundary, Areas	*Area To Be Logged Acres*
Tribal	561	148
Allotted	0	0
Alienated	0	0
Total	561	148

The unit boundaries are shown approximately on the map attached hereto as Exhibit A and made a part hereof. The boundaries have been marked on the ground by the Bureau of Indian Affairs unless otherwise specified in Section A17.

A7. Estimated Volumes.

(a) Designated Timber. ***The estimated volume of timber to be designated for cutting is:***

SPECIES AND PRODUCT	UNIT	ESTIMATED VOLUMES		
		Tribal	Allotted	Total
DOUGLAS-FIR / WESTERN LARCH - SAWLOGS	MBF	2,163.1	0.0	2,163.1
PONDEROSA PINE – SAWLOGS	MBF	110.1	0.0	110.1
WESTERN REDCEDAR – SAWLOGS	MBF	51.2	0.0	51.2
GRAND FIR / OTHER SPECIES - SAWLOGS	MBF	1,036.1	0.0	1,036.1
TOTAL SAWLOGS		**3,360.5**	**0.0**	**3,360.5**
WESTERN REDCEDAR - PRODUCT*	MBF	Undetermined	0.0	Undetermined
ALL SPECIES - TONWOOD (gross scale)*	TON**	2,406.0	0.0	2,406.0
ALL SPECIES PULP & OTHER PRODUCTS (gross scale)*	TON**	957.0	0.0	957.0
TOTAL WEIGHT WOOD		**3,363.0**	**0.0**	**3,363.0**

*WRC (optional removal), tonwood (required removal), pulp and product (optional removal); all non-biddable
**Conversion rates are: All Species = 6.3 Tons / 1.0 MBF

The foregoing is an estimate only and shall not be construed as a guarantee or a limitation of the volume to be designated for cutting. The actual volume of timber designated for cutting in accordance with the terms of this contract and the Bureau's approved procedures shall be controlling, regardless of whether it is more or less than the above estimate.

(b). Additional Timber. ***In addition to the timber specified above, this sale also includes any other timber on the contract area which must be cut or removed in clearing for roads, landings, camps, and other improvements constructed by the Purchaser and all other timber seriously damaged in logging operations under this contract, if, in the opinion of the Approving Officer, the timber is merchantable for any product in accordance with customary standards and is present in sufficient quantities to permit economic removal to existing markets.***

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A8. Payment For Timber. ***The Purchaser shall pay for all timber covered by this contract in accordance with the provisions of Section B4.0 of the Standard Provisions. The minimum advance deposit shall be determined at Logging Plan Meeting. In no event shall the advance deposit requested result in a balance of less than $ 25,000.00.***

A9. Stumpage Rates.

(a) Designated Timber. ***The stumpage rates to be paid during the life of this contract for timber specified in Section A7(a) shall be the bid rates shown below:***

Species and Product	Unit	Bid Rate Per Unit
DOUGLAS-FIR / WESTERN LARCH - SAWLOGS	MBF	$
PONDEROSA PINE – SAWLOGS	MBF	$
WESTERN REDCEDAR - SAWLOGS	MBF	$550.00
GRAND FIR / OTHER SPECIES - SAWLOGS	MBF	$
WESTERN REDCEDAR – PRODUCT	MBF	$110.00
ALL SPECIES – TONWOOD*	TON	$15.00
ALL SPECIES PULP & OTHER PRODUCTS*	TON	$2.00

* Conversion rates are: All SPP = 1 MBF / 6.3 Tons

(b) Additional Timber. ***Timber of species and products not specified in Section A9(a) above which may be cut pursuant to Section A7(b) shall be paid for during the life of this contract at the appraised rates shown below:***

Species and Product	Unit	Rate per Unit
Blue-stained pine Sawlogs	MBF	$5.00

(c) Liquidated Damages for High Stumps. ***Damage rates shall be charged for stumps cut in excess of the maximum height specified in Section B5.0 of the Standard Provisions at the rate of $ 10.00 per stump.***

A10. Performance Bond. ***The Purchaser delivers herewith and agrees to maintain a bond satisfactory to the Approving Officer in the sum of $ 41,000.00 conditioned upon the faithful performance of all the terms of this contract.***

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A11. Merchantability. ***Trees, when designated for cutting, and products cut from those trees, shall equal or exceed the following minimum specifications***.

SPECIES AND PRODUCT	PRODUCT SPECIFICATIONS				TREE SPECIFICATIONS
	Length (Feet)	Scaling Diameter (Inches)	Net Scale in Percent of Gross Scale	Net Scale (Board Feet)	Number of Minimum-Size Products Per Tree
DOUGLAS-FIR / WESTERN LARCH - SAWLOGS	8.0	5.51	33⅓	10	2
PONDEROSA PINE - SAWLOGS	8.0	5.51	33⅓	10	2
WESTERN REDCEDAR - SAWLOGS	8.0	5.51	33⅓	10	2
GRAND FIR / OTHER SPECIES - SAWLOGS	8.0	5.51	33⅓	10	2
WESTERN REDCEDAR – PRODUCT*	8.0	3.51	33⅓	10	1
BLUE-STAINED PINE – SAWLOGS**	8.0	5.51	33⅓	10	2
ALL SPECIES - TONWOOD ***	16.0	4.00	33⅓	***	1
ALL SPECIES - PULP & OTHER PRODUCTS****	****	****	****	****	****

*Merchantable cedar products are any chunk, log, top, or longbutt not meeting sawlog specifications, 8 feet or more in length, with a minimum shell of 3.5 inches usable wood, 33.33 percent usable wood for cedar products, and contains at least 10 board feet.

**BLUE STAINED PINE SAWLOGS are defined as dead pine sawlogs with blue stain on both ends of the scaling cylinder at the time of cutting. Logs that are green when cut, as evidenced by sap flow, and not hauled in a timely manner that become blue stained due to Purchaser negligence, shall not be considered Blue-stained pine SAWLOGS.

***ALL SPECIES – TONWOOD will be paid for on a gross scale per green ton basis.

****ALL SPECIES PULP & OTHER PRODUCTS are defined as all products not meeting sawlog, western redcedar product, or tonwood product specifications, which the Purchaser removes from the logging unit with intent of manufacture or sale shall be paid for on a gross scale per green ton basis or equivalent method of measurement. No DF/WL is allowed to be removed as Pulp & Other Products, except as noted in A17 (z).

A12. Designating Timber for Cutting.

(a) Leave Tree Marking. Units shown on Exhibit A Map are identified by 3 vertical orange paint marks facing the unit on leave trees, along the unit boundary, except where it follows a well defined access road or a blazed property line. Trees to be left are designated by paint marks on 2 sides and/or full bands on the bole near eye level and a base mark below stump height with ORANGE paint. All trees not so designated are designated for cutting, including advanced regeneration (slashing).

(b) Cut Tree Marking. Trees to be cut are designated by BLUE paint marks on 2 sides and/or full bands on the bole of tree and a base mark in unit 7. Trees to be cut on the access roads to and from units 5, 6, and 7 are also marked in BLUE as described in further detail in A16(b). Any additional trees marked in BLUE that are within the Logging Unit Boundary shall be cut down by the Purchaser as directed by the Officer in Charge.

(c) Tree designations under A12 (a and b) may be changed by the Officer in Charge by painting over each mark with black paint or "X'd" out at both the eye level and butt mark, and such trees shall be treated as unmarked trees.

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A13. Cutting Schedule.

(a) Minimum Annual Cut. ***The Purchaser shall cut and pay for not less than*** 100,000 board feet ***during the contract year ending*** January 31, 2016 ***and not less than*** the remaining designated volume ***each subsequent contract year.***

(b) Maximum Annual Cut. ***The maximum volume of timber that may be cut in any contract year shall be*** the designated sale volume.

A14. Scaling.

(a) Designated Timber and Additional Timber. **SAWLOGS -** The scaling provision of the Timber Contract and Standard Provisions are hereby supplemented to specify the Scribner Decimal C Log Rule, for logs up to the maximum scaling length of 20 feet. Other scaling procedures are described by the Idaho Log Scaling Manual as amended and/or supplemented, to provide standard instructions for volume determination. Manual revisions subsequent to approval of this contract shall not be applicable to the timber covered by this contract until approved by the Approving Officer. **WEIGHT SCALE** - Products sold on a per ton basis shall be weighed at certified scales.

(b) Scaling Party. Scaling shall be by third party scaling service authorized to scale Indian logs (or by USDA Forest Service scalers at approved sites), except that waste material as defined in B7.4 shall be scaled by Tribal Forestry. The Purchaser shall employ and pay scaling charges directly to the scaling service, unless the Approving Officer authorizes the Purchaser to deposit funds with the Coeur d'Alene Tribe for payment to the scaling service. Third party scaling by the consuming mill may be authorized by the Approving Officer through approval of a Consumer Scale Authorization and Third Party Scaling Agreement with the consuming mill(s). If the Purchaser is the consuming mill, an Addendum to the Consumer Scale Authorization must be approved, requiring that an independent producer (logging sub-contractor) must cut and skid the timber to be scaled and that the basis for payment between the two parties will be based on scale.

(c) Sample Scaling may be done with the concurrence of the Approving Officer or their designee.

(d) Check Scaling During periods of active log hauling, all mills receiving loads from this sale shall hold and set aside the most recently delivered three (3) scale loads for random check scaling by the Seller. The BIA, State Board of Scaling Practices, BLM, U.S. Forest Service or a third party scaling service approved by the Approving Officer may provide check scaling. All check scales will be made, as nearly as possible, under the same conditions as were present during the original scaling. Purchaser agrees to pay, as requested, for a minimum of 2% of all delivered loads to be check scaled up to 10% of delivered volume. The Officer in Charge will notify the receiving mills that set aside loads may be processed when hauling is inactive and check scaling is completed or deferred.

(e) It is planned to use 100 percent scaling for sawlogs and 100% weight scale for tonwood and pulp. Tonwood and pulp may also be sample scaled and any pieces meeting sawlog specifications shall be expanded to count loads and billed at the bid rates for sawlogs.

A15. Slash and Cull Tree Disposal.

(a) Certificate of Compliance. The Purchaser shall obtain a Notification of Forest Practice and a Certificate of Compliance from the Idaho Department of Lands, and furnish a copy to Coeur d'Alene Tribal Forestry before operations begin.

(b) Slash Burning. The Purchaser is relieved of the responsibility for burning slash contingent on receipt of the payment designated in A17 (bb).

Standard Provision B9.2 is hereby modified to read as follows: Burning Slash. The Purchaser shall lop and pile all landing slash compactly for burning unless otherwise specified in the contract. Landing slash piles shall be placed a sufficient distance from leave trees and reproduction to prevent unnecessary damage in burning. The Purchaser shall immediately report fires from slash burning operations which have escaped control to the Officer in Charge, or the appropriate authority identified in the Fire Plan under B11.1. The Purchaser may be relieved in whole or in part of slash disposal requirements on specifically designated areas by the Superintendent.

(c) Cull logs. Cull logs skidded into landings must be compactly decked, separated from slash, and not burned.

(d) Prescribed burning site preparation units. In preparation for prescribed burning activities, felled trees shall be limbed and topped in the woods in portions of units 1, 2, 3, 4, 5, 6, and 8 as directed by the Officer in Charge and as seen on Map Exhibit A. Sub-merchantable trees and brush are also required to be cut down and spread out during or immediately after harvest activities and before moving to the next unit. See Exhibit F for technical specifications.

(e) Non-Prescribed burning/other site preparation unit. Whole tree skidding is required in unit 7 as directed by the Officer in Charge.

(f) Lopping and Scattering. Logging slash generated (from limbing & topping and whole tree skidding) shall be scattered at least 3 feet from leave trees on all pertinent units. Logging slash shall be lopped and scattered with all unmerchantable material over 20 feet in length cut in half, and to lie within 2 foot of the ground, on average, with a maximum height of 3 feet, except where otherwise directed by the Officer in Charge.

(g) Landing Slash Piles. Landing slash pile locations shall be pre-approved by Officer in Charge and shall be piled at least 30 feet from leave trees and fire lines. Slash remaining from previous harvest operations or from insect, wind, or other damage shall be re-piled with current harvest slash. The Officer in Charge may require re-piling if slash piles contain excessive dirt.

(h) Slash piles (within the units, non-landing) locations shall be pre-approved and shall be located outside the drip ring edge of the nearest trees, a distance of at least 1½ times the average diameter of the slash pile. When stand conditions make compliance with the preceding statement impractical, slash piles shall be kept less than 10 feet in diameter and spaced from the leave trees as far as possible, but no less than 10 feet, as directed by the Officer in Charge.

(i) Fire lines (approximately 3.8 miles) shall be installed on the non-road boundaries of the harvest areas and anchored to roads as seen on Map Exhibit B and according to the Fireline Technical Specifications in Exhibit G.

(j) Cull trees and snags. Standard Provision B9.3 is hereby modified to prohibit felling of dead trees that are not a safety hazard, except as necessary to facilitate prescribed burning. The Purchaser shall fall all dead trees and live cull trees within cutover area(s) designated for prescribed burning, that are within a distance equal to the height of such dead tree/cull to any boundary road, fireline or internal access road. Individual dead trees/culls may be excluded from this requirement by the Officer in Charge in accordance with Section A12. Cull tree felling shall be completed in each unit as soon as practical after yarding or skidding, or as designated by the Officer in Charge.

A16. Road Construction and Maintenance.

(a) Any roads used for log hauling shall be maintained to control erosion during the operating season, including prevention of berms and ruts. Before the completion of operations, and before seasonal shut downs, the Purchaser shall smooth and out-slope the road surface as specified by the Officer in Charge. The Purchaser shall maintain roads to control erosion during use, and to prevent raised berms and ruts. All periodic road maintenance must be completed prior to removing equipment from the logging unit.

(b) Two (2) new roads are needed, both totaling approximately 1.3 miles, to facilitate access to units 5 – 8 as seen (on Map Exhibit A in solid yellow). Road Standards are found on Exhibit E. Rolling dips are to be built into the road bed and locations are to be determined in the Logging Plan. Seven (7) culverts are needed in these new roads. Further information is found in the Exhibit E.

(c) Road maintenance is required on all logging roads, unimproved dirt road segments used for access and/or hauling within the sale area where road grades exceed 2 percent, and access roads (including Coon Creek and Whitetail Draw Roads, approx. 5.3 miles on Coon Creek Road and approx. 2.9 miles on Whitetail Draw), unless otherwise directed by the Officer in Charge. Estimated miles of final road maintenance are 1.9 miles and may include removing berms, filling in ruts/mud holes, re-installing rolling dips, and blading the road surface. Routine maintenance includes approximately 8.2 miles of hauling roads.

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Final road maintenance shall leave the roads/ditches in a condition that keeps flowing water from coming back onto the road. These completed structures shall be constructed to allow for traffic safety (e.g. no steeply outsloped roads on steep side slopes/no abrupt waterbars on blind corners).

General spacing requirements for drainage structures (on existing roads):

Road Grade %	Maximum Spacing (ft)	Road Grade %	Maximum Spacing (ft)
2-4	300	11-13	90
5-7	200	14+	60
8-10	130		

Proper location of drainage structures is preferred over exact spacing. However, Officer in Charge approval is needed if over ten percent of these structures are over the maximum spacing, or if structure's actual spacing exceeds over ten percent of the maximum designated distance. Drainage structures shall be maintained throughout the sale area.

(d) 11 (eleven) rolling dips are required in this sale throughout the area of the logging unit as directed by the Officer in Charge in the Logging Plan meeting. Rolling dips are to be installed prior to log truck hauling. See Exhibit D for rolling dip technical specifications and Map Exhibit C for approximate locations.

(e) Five separate wet areas need Pit Run rock to help stabilize the road as seen on Map Exhibit C. Approximately 14 dump truck loads of Pit Run rock are needed and the specifics of each location will be determined in the Logging Plan.

(f) Road clearing to and from units 2, 4, and 6 (approximately 1.02 miles) as seen in "apple dust" tan on Map Exhibits B shall be done prior to harvesting operations in those areas. The access road shall be cleared so that log trucks and other machines can drive safely to and from the units. All merchantable trees that are within the road prism are marked in blue to be cut and hauled to the log mills. Any additional access roads to be cleared within the Logging Unit shall be approved by the Officer in charge.

(g) Grass Seeding: The Purchaser shall provide and apply a mixture of native grass, clover seed, and fertilizer to existing roads, the two new roads (1.3 miles), landings, skid trails, and firelines (approximately 3.6 miles) where exposed soil exceeds 40 square feet in area, as directed by the Officer in Charge. The Officer in Charge shall approve the mixture in writing prior to application.

A17. Special Provisions.

(a) An approved Logging Plan will be required prior to the start of logging operations in accordance with Section B 8.1 of the Standard Provisions. Before cutting begins, the Purchaser and any operators and/or subcontractors shall meet with Tribal Forestry to finalize the Logging Plan and review the Contract. The Logging Plan shall become a part of this contract when signed by the Purchaser and the Approving Officer.

(b) The Purchaser shall utilize truck tickets and instructions issued by the Officer in Charge for the purpose of identifying logs removed from the sale area. Before any load leaves the sale area, a completed truck ticket shall be (put in a plastic sandwich bag in wet weather and) stapled to the wing or bunk log at the front of the load. The last 3 digits of the truck ticket number, sale name (ISDO), and "CDAR" shall be painted (in black or high visibility paints) on log ends at the rear of the load. The Purchaser shall pay double stumpage for any loads that are not so identified. The Purchaser is responsible for the return of all ticket books to Coeur d'Alene Tribal Forestry as instructed by the Officer in Charge.

(c) Truck tickets that are lost and/or not returned (within 30 days of seasonal shutdown and/or final load hauled), and/or which otherwise cannot be accounted for, will be treated as lost loads. Loads of logs selected to be sample scaled, and placed in decks before they are scaled, will be treated as lost loads. Lost loads will be assigned a scale volume and species composition equal to that of the highest valued load for the sale to date, and will be penalty scaled at double the contract stumpage rates. A scale sheet will be prepared and entered in the timber sale accounting system for volume and rate computation purposes. Sample loads lost as a result of Tribal Forestry actions shall be treated as count loads.

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(d) Holdover loads that are not delivered to the scaling point on the date loaded shall remain on the sale area or shall be parked in a public place. No truck driver shall be allowed to store unscaled loads at a private residence or unauthorized log yard.

(e) Spilled logs: Any log(s) spilled between the sale area and the scaling site shall be painted as soon as possible to identify the truck ticket number, logging unit ("ISDO") and "CDAR". The Officer in Charge shall be notified within 1 hour of the location and exact number of spilled logs, and the information recorded on the truck ticket.

(f) Unless logs are pre-bunched, equipment used for tractor skidding shall be equipped with at least 75 feet of cable on an operable winch. Skidding equipment shall not exceed 12 feet in overall width, unless approved by the Officer in Charge. Skid trails and landings will be approved by the Officer in Charge prior to timber felling in each tractor-skidding unit.

Average skid trail spacing shall be approximately 100 feet. Skidding equipment shall not operate off designated skid trails, landings or roads except when operating on frozen soil or at least 18 inches of snow.

(g) Directional felling shall be used to protect the residual stand, to keep slash inside units, and to limit soil compaction. Tractor skidding activities will be restricted to those times when the ground is dry or frozen, to prevent the formation of ruts in skid trails.

(h) Cable Yarding. As seen on Exhibit A Map, cable yarding is required on 45.3 acres in units 2, 5, and 8 as designated by "jail bars". The following provisions apply to cable yarding:

1. The yarder (or associated equipment) must be capable of reaching external distances of up to 1,400 feet and lateral distances of at least 75 feet.
2. The carriage must maintain a fixed position on the skyline during lateral yarding.
3. Any trees used as tailholds and/or intermediate supports shall be protected from damage or cut down, skidded, and hauled to the log mill after said trees have been used for such. Tailhold/intermediate support trees must be within the unit and not marked in orange as a leave tree.
4. Location of skidding corridors shall be agreed upon in advance of felling. The Officer in Charge shall designate for cutting any leave trees located in the corridors (within 8-10 feet of the mainline), and may reserve suitable replacement leave trees outside the corridors.
5. Except during lateral yarding, the yarding system must keep one end of the log suspended above the ground during inhaul.
6. Skyline corridors will not be closer than 75 feet center to center at a point one-half way to the end of the corridor where radial corridors are used and 100 feet center to center where parallel corridors are used.
7. When tail blocks, corner blocks, or guylines are attached to live standing (leave) trees nylon straps, tree plates, or similar protective devices will be required.
8. Trees designated for anchors will be allowed to be cut at a stump height greater than normal.
9. All running lines shall remain free of debris at all times. During periods of high or extreme fire danger all running lines and blocks will be required to be suspended above the ground and clear of debris.
10. Any tailholds, tailblocks, corner blocks, guylines, and/or any other live trees that provide support that are not adequately protected and/or removed may be charged as unauthorized cutting and charged as waste scale.

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(i) Mechanized Harvesting. Pursuant to Standard Provision B8.2, the operation of mechanized equipment, grapple skidders, and/or log forwarders shall be subject to such restrictions as the Officer in Charge may prescribe to limit resource damage. Restrictions include:

Forwarders: Maximum length, 22 feet; maximum width, 10 feet.

Forwarders shall travel on slash mat.

Harvester/Processor: Maximum length, 15 feet, maximum width, 10 feet

The processor feed shall not bear spikes which penetrate the wood to a depth exceeding ¼ inch

Boom reach capability must be at least 20 feet

Harvester shall travel on slash mat

Supplemental skidding equipment shall be restricted to the nearest harvester trail or road.

Hauling/yarding operations will cease before rutting reaches six (6) inches in depth.

(j) The Purchaser shall immediately remove any trees and all slash falling onto roads as a result of the Purchaser's activities. Such removal shall be adequate to avoid any interference with traffic or water drainage. Slash shall be removed without operating equipment within the riparian management zones.

(k) The Purchaser shall not allow spills, dumping, or leakage of petroleum products or other contaminants to land or water within the Coeur d'Alene Indian Reservation. The Purchaser may be fined up to $1,000 for each occurrence of contaminated soil or water and will be required to pay for all testing associated with determining the extent of the contamination and will be required to remove all contaminated soils to an approved disposal site.

(l) The Purchaser shall repair skid trails and reconstruct existing water bars after completion of skidding/yarding operations as directed by the Officer in Charge.

(m) Standard Provision B4.1 Method of Payment. Payments and deposits shall be by check, or electronic funds transfer as directed by the Approving Officer. Checks drawn payable to the Bureau of Indian Affairs shall be transmitted to the Coeur d'Alene Agency-BIA, Dept. C112, PO Box 474888, Des Moines, IA 50947-4888. Electronic fund transfers shall be made at the Purchaser's bank through the Federal Reserve Bank of New York to the Treasury Department using instructions furnished separately by Tribal Forestry. Payments and deposits are due on the date specified in written request(s) from Tribal Forestry.

(n) Liquidated damages may be charged, at the discretion of the Approving Officer, for disturbance and damage to soils caused by use of equipment where such use is not allowed under this contract. Specific infractions for which liquidated damages may be charged are (a) skid trails and/or landings in excess of those approved by the Officer in Charge; (b) machine piling of slash in stream protection zones; and (c) gullies, rills, or other damage resulting from Purchaser negligence in performing erosion control measures specified by the Officer in Charge or in the contract in a timely manner. Damages will be assessed on the basis of ten (10) cents per square foot of area affected by the disturbance (or $4,356.00 per acre). The Officer in Charge will estimate the extent of the area affected by measuring its length and width on the ground, running a field traverse, or using map measurement.

(o) Skidding across any intermittent stream or seep shall require **prior written authorization** from the Officer in Charge and shall employ measures specified to control erosion consistent with the Water Quality Standards of the Coeur d'Alene Tribe. Liquidated damages will be charged for any unauthorized stream crossing at $500.00 per crossing.

(p) If in connection with operations under this contract, the Purchaser, his contractor, sub-contractor, or their employees discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or pre-historical ruins, graves, or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Officer in Charge of the findings. Operations may resume at the discovery site upon receipt of written notice from the Superintendent, subject to any measures specified to protect the site from damage.

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(q) Cultural Resources Management (CRM) Compliance. The contractor and contractor's staff will participate in a 1 hour resource awareness training session with CRM staff, provided free of charge, within 5 days of commencing of operations. If suspected and/or actual cultural resources are encountered during the work, CRM Staff will be notified immediately. Assessment will begin as soon as possible, generally same day or next day.

Appropriate CRM staff include:

John Hartman: Cell - (208) 301-0014, Work – (208) 686-8402.

Jill Wagner: Cell - (208)582-1347, Work – (208) 686-1572.

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. No photos of suspected or actual cultural resources can be taken. In the case of possible human remains, the standard CRM procedures will be followed. A copy of these procedures can be provided on request.

(r) The Purchaser shall have the right to enter upon only the land described herein, for the sole purpose of harvesting and removing designated timber and performing the obligations authorized under this contract. The Purchaser shall be responsible for any unauthorized cutting and/or damages within or beyond such land committed by the Purchaser or his agent, contractors, subcontractors, employees, and invitees. The Purchaser agrees to pay triple stumpage for all material removed or damaged from any unauthorized cutting, in modification of Standard Provision B7.5. This includes any tailhold trees used *outside* any harvest boundaries.

The Purchaser further agrees in the performance of this contract not to employ, or otherwise contract for, the services of any individual or business entity that has an outstanding, unliquidated indebtedness to the United States resulting from trespass against Indian trust timber.

(s) In the event of discovery of any threatened or endangered species on the contract area, to include discovery by the Purchaser, his contractors or their employees, the Purchaser shall immediately suspend all operations in the vicinity of the discovery and notify the Officer in Charge. The Officer in Charge may establish a protective zone around the discovery site, as deemed necessary.

(t) Skidding equipment shall be washed seasonally prior to move-in. Washing shall be sufficient to remove weed seeds from the equipment. The Officer in Charge additionally may require washing of skidding equipment prior to movement to a different location within the sale area.

(u) The Purchaser agrees to submit a completed Form W-9 and ACH Vendor form to Coeur d'Alene Tribal Forestry, and to submit a new form if the required information changes during the life of the contract.

(v) The Purchaser shall seasonally provide to Coeur d'Alene Tribal Forestry, a copy of a TERO notification allowing work on this Contract by the Coeur d'Alene Tribal Employment Rights Ordinance Director prior to commencing operations.

(w) Licensed flaggers, road signs, and tree winching will be required whenever conditions warrant.

(x) The Purchaser shall have and maintain workers compensation and liability insurance. The Purchaser shall not hold the Coeur d'Alene Tribe or Tribal Forestry liable for any accident(s) or injury incurred on the contract area.

(y) The Purchaser must abide by the terms of any applicable easement exchanges on file with the Bureau of Indian Affairs or the Coeur d'Alene Tribe. The Purchaser shall be responsible for obtaining Right of Way across fee land and privately owned lands for which Right of Way has not been obtained or otherwise been included as part of this Logging Unit.

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(z) The Purchaser shall deliver one load of sound Douglas-fir/western larch (sawlog specifications) firewood to a private landowner (name and delivery address to be specified in the Logging Plan) by September 1 of the year the road is to be used to and from units 5 - 7.

(aa) The Purchaser shall make a payment of $2,000 for the use of a road segment used from units 5 - 7 by September 1 of the year the road is to be used to and from such units. Name and mailing address shall be determined in the Logging Plan.

(bb) Section B11.3 of the Standard Provisions is amended to change the phrase "in a manner" to read "the Purchaser shall immediately report any and all Wildland fires to the contract officer in charge, or the appropriate authority identified in the fire plan". When called upon by the Superintendent, the Purchaser shall make available any or all of his equipment or qualified manpower, including that of his subcontractors, for hire by the Bureau and to work under the direction of any authorized employee of the Bureau in the suppression of any fire on or threatening Indian Lands.

(cc) The Purchaser shall make a reforestation payment to "Forest Project Funds - Coeur d'Alene Tribal Forestry" in the amount of $24,000.00 and sent to Coeur d'Alene Tribal Forestry, PO Box 408, Plummer Idaho, 83851. This Forest Project payment is due by the February 15, 2016.

(dd) The Purchaser shall make a site preparation payment to "Prescribed Burn Funds - Coeur d'Alene Tribal Forestry" in the amount of $20,000.00 and sent to Coeur d'Alene Tribal Forestry, PO Box 408, Plummer Idaho, 83851. This Forest Project payment is due by the final cut-and-pay date for this Contract, or within 30 days of final invoicing whichever is first.

(ee) If the Purchaser chooses to log after snowfall, all obligations for snowplowing and road maintenance remain with the Purchaser. In the event of deep snow operations, stumps must continue to be at or below specified heights and any logs left on site over the winter will be charged as green logs if they deteriorate prior to scaling.

(ff) The following adjustments to stumpage values for all sawlog species will be implemented if minimum or total sale volumes are not scaled within contract timeframes unless otherwise directed by the Approving Officer. This clause does not imply contract extensions will automatically be given but will be implemented in the event extensions of time are requested and approved.

# days	Increase in Stumpage Rates
1 - 90	$5.00
91 - 180	$10.00
181 - 270	$15.00
271 - 360	$20.00

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A18. Effective Date. ***This contract shall become effective on the date of approval by the Approving Officer.***

PURCHASER

WITNESSES:

_____	_____
(Name)	*(Name of Corporation, Partnership or Individual)*
_____	*By* _____
(Address)	
_____	*By* _____
(Name)	
_____	_____
(Address)	*(Date)*

Witnesses are required if Purchaser is other than a corporation. If Purchaser is a corporation, the following certificate must be executed:

I, _____, *certify* ***that I am the*** _____ ***Secretary, of the corporation named as the Purchaser herein; that*** _____, ***who signed this contract was then*** _____***of said corporation: that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and within the scope of its corporate powers***.

_____ *(corporate)*
(seal)

SELLER

WITNESSES:

_____	
(Name)	
_____	_____
(Address)	*Allottee or his legal representative*
_____	_____
(Name)	
_____	_____
(Address)	*(Date)*

Signed for the ____Coeur d'Alene Tribe_____ ***pursuant to Resolution No.*** _____ ***passed by its tribal governing body in a meeting held at*** ___Plummer, Idaho_____, ***on*** _____.

_____	_____
(Name)	*(Name)*
_____	_____
(Title)	*(Title)*

APPROVING OFFICER

Approved pursuant to 209 DM 8, 230 DM 1, 3 IAM 4, 4 A.

Approved: _____***, 2015***

_____
(Name)
Acting Superintendent, Coeur d'Alene Agency
(Title)

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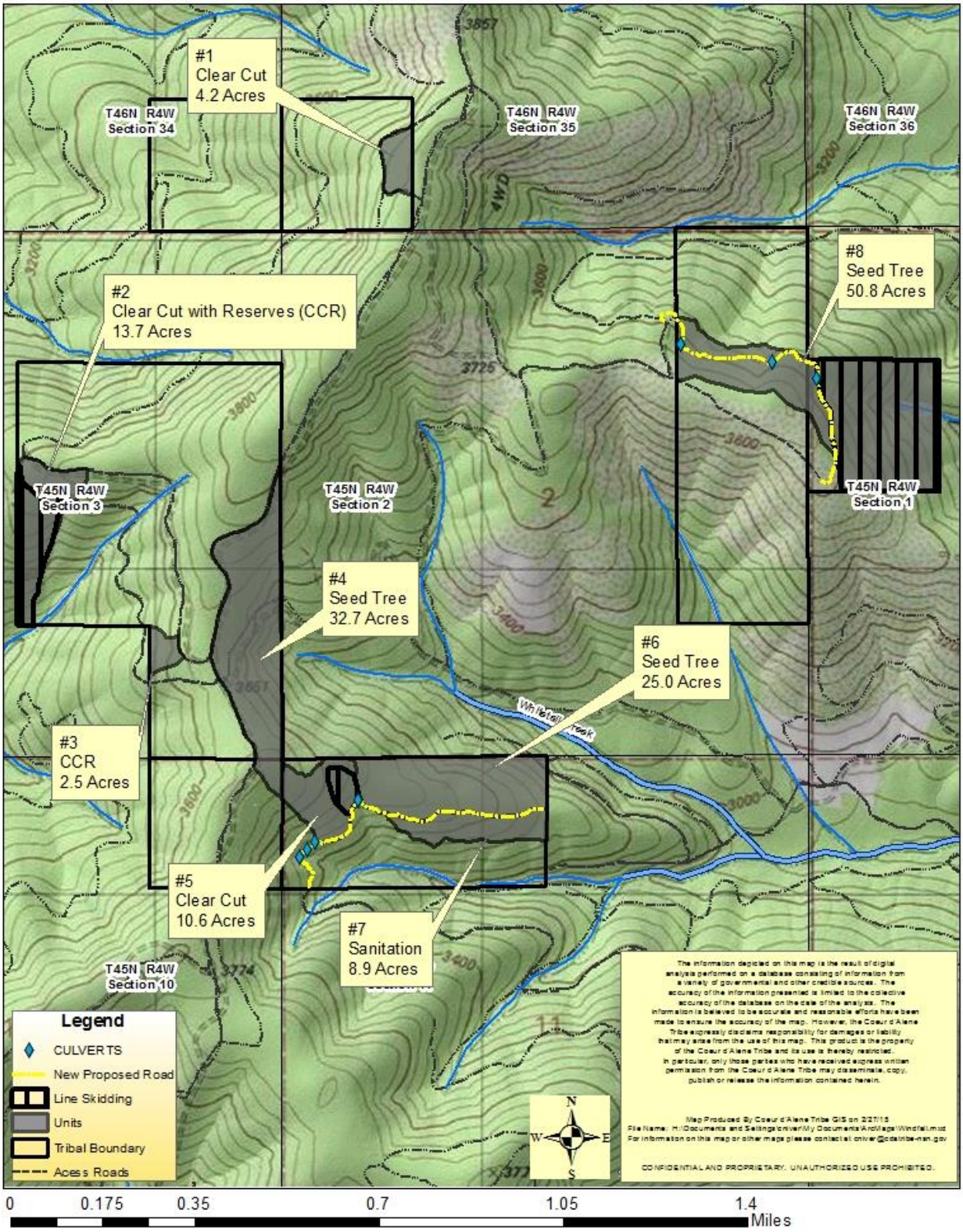
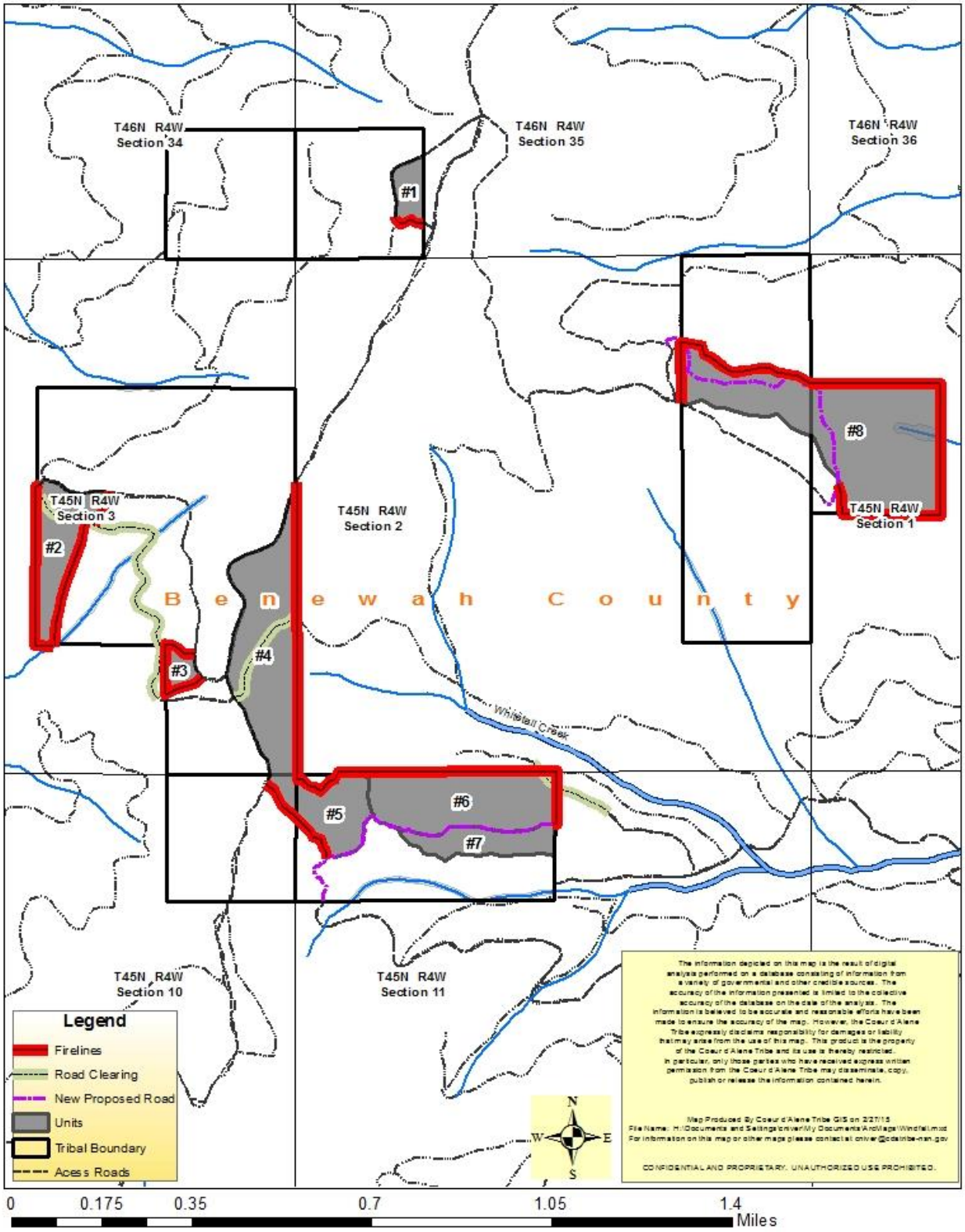
Exhibit A: Isdo Logging Unit Map



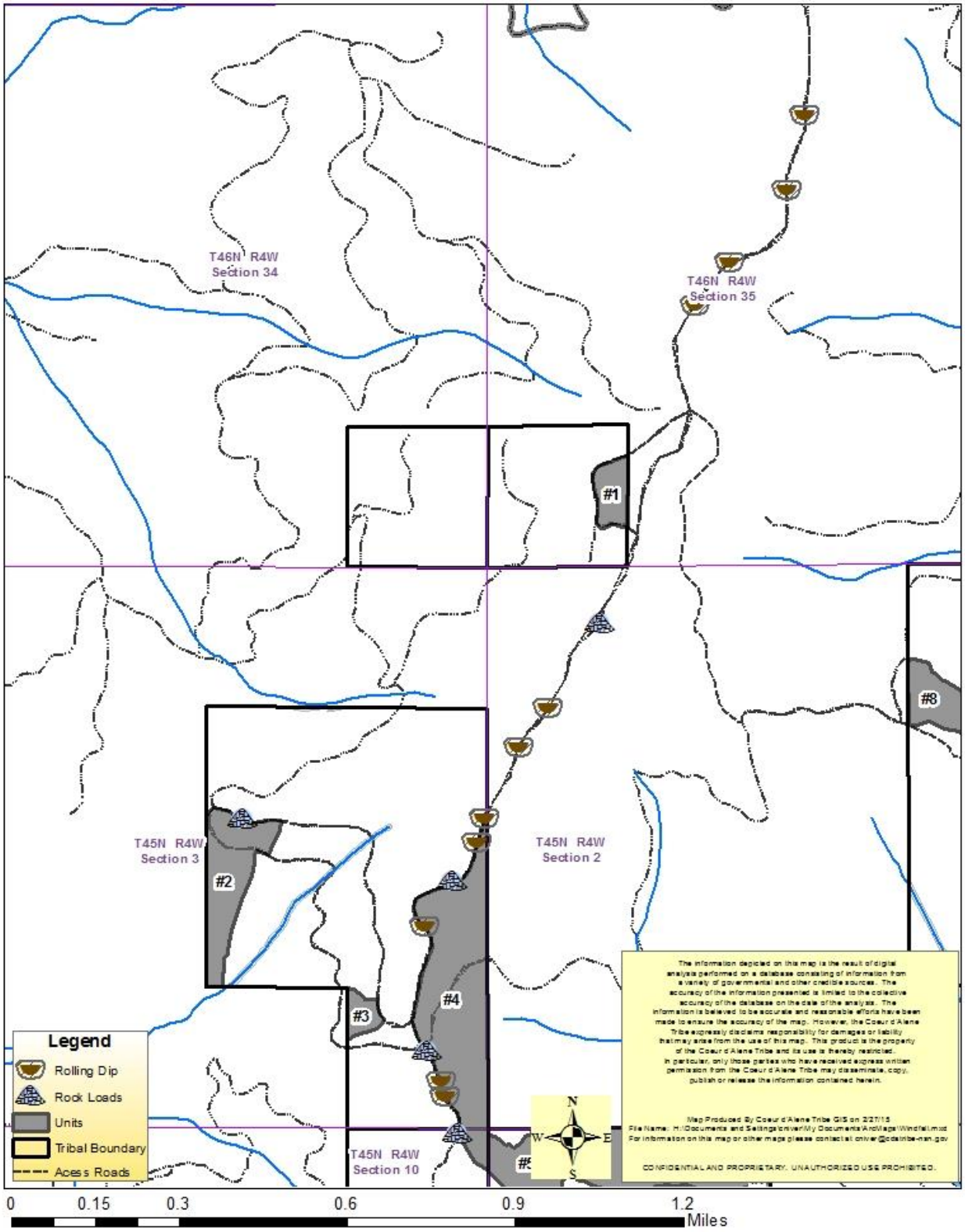
Map made by C Niver on 2/27/2015

Exhibit B: Isdo Firelines & Road Clearing Map



Map made by C Niver on 2/27/2015

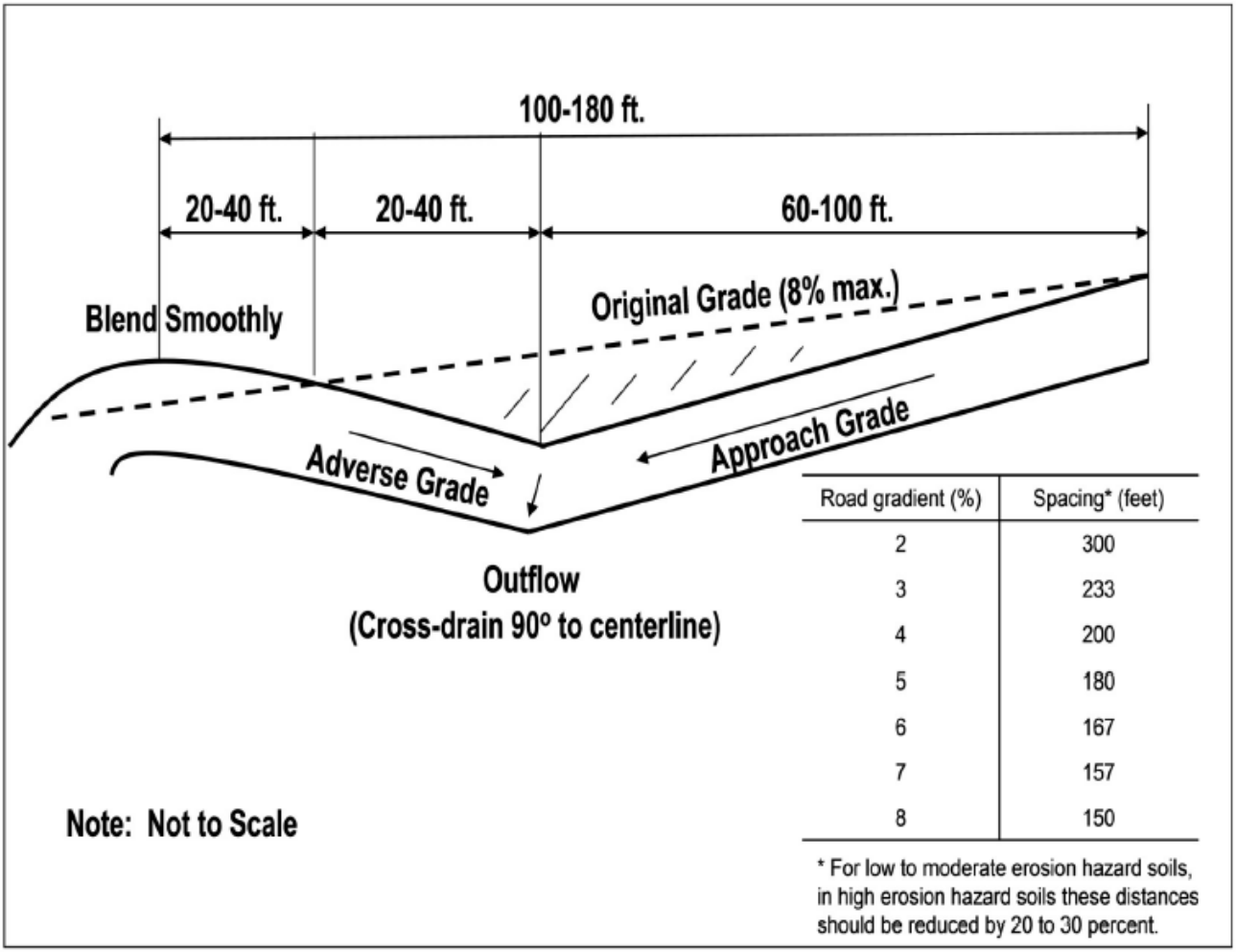
Exhibit C: Isdo Rolling Dips & Rocks Map



Map made by C Niver on 2/27/2015

Exhibit D

Rolling Dip Technical Specifications



Road gradient (%)	Spacing* (feet)
2	300
3	233
4	200
5	180
6	167
7	157
8	150

* For low to moderate erosion hazard soils, in high erosion hazard soils these distances should be reduced by 20 to 30 percent.

Image from State of Idaho Department of Lands.

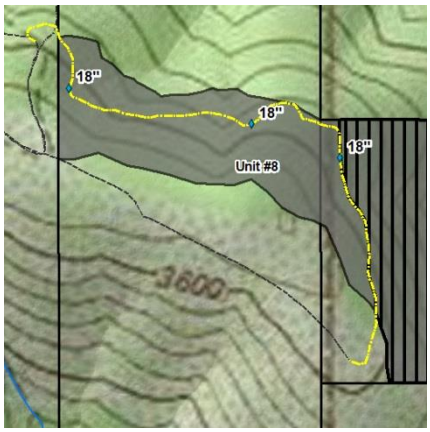
EXHIBIT E

ROAD STANDARDS & CULVERTS

	TEMPORARY	SECONDARY UNSURFACED	SECONDARY SURFACED	PRIMARY
Maximum Grade (%)				
Favorable	12 *	12 *	8	8
Adverse	10 *	8 *	6	5
** Maximum grade for winter operations is 8%*				
Width (feet)				
single land	12'	14'	14'	14'
two lane	--	--	--	--
with turnouts	20'	22'	22'	22'
Structure	temporary	permanent	permanent	permanent
Roadway Slope	outslope	outslope	ditch	ditch
Clearing	fill cut	fill cut	fill cut	fill cut
width	5' 2'	5' 2'	10' 5'	10' 5'
disposal	windrow	windrow	windrow**	windrow**
*** Complete debris disposal in areas of heavy public use & fire danger areas*				
Danger Snags	leave	fall	fall	fall
Cut Slopes				
common	¾:1 max	1:1	1:1	1:1
rippable	½:1	¾:1	¾:1	¾:1
rock	¼:1	1¼:1	1¼:1	1¼:1
Fill Slopes	1¼:1	1½:1	1½:1	1½:1
Compaction	as constructed	cat	95% on top 2'	95%

CULVERTS: Locations + sizes(for Units #8 and #5)

5 culverts, 18.0" in diameter x 24'
1 culvert, 24.0" in diameter x 30'
1 culvert, 30.0" in diameter x 30'



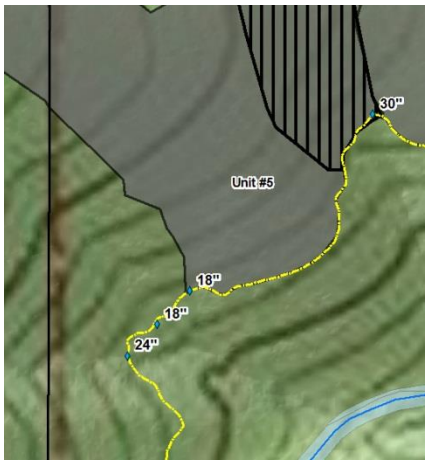


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EXHIBIT F

Slash Treatment Technical Specifications

The goal is to prepare all units (except #7) with a slashing treatment to create additional surface fuels to better facilitate a planned broadcast burn after timber harvesting activities.

Resource Objectives:

A. Leave all residual trees more than 6 inches in diameter breast height (DBH).
B. Increase surface fuels so the prescribed burn will prepare an adequate seed bed for planting.
C. Fall sub-merchantable trees and shrubs away from residual conifers and towards open areas.
D. Keep slash litter depth below 3 feet (maximum) in height.
E. Stump heights are to be less than 6 inches in height and cut within 15 degrees of horizontal.

Preferred species to cut from highest to lowest: (western redcedar, grand fir, Douglas-fir, subalpine fir, Engelmann spruce, lodgepole pine)

Slashing Material Specifications:

1. Trees and shrubs more than 6 feet long/tall shall be cut, if they are at least 1" diameter at stump height (6").
2. *Felling Direction:* Cut saplings and shrubs to fall away from residual overstory trees.
3. *Lopping and Scattering criteria:* Branches longer than 3 feet shall be lopped from the upper surface of cut saplings and tops to form a more continuous fuel bed. Slash depth shall be less than 3 feet (maximum) in height.
4. *Stump Height:* stumps shall be less than 6" high, with no live limbs left below stump height.
5. Any saplings or shrubs that are effectively covered by other slash are not required to be cut.
6. Minimum size of saplings and shrubs to be cut: 1" stump diameter.
7. Maximum size of conifers to be cut: 6" DBH.

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EXHIBIT G

Fireline Technical Specifications

Mechanized equipment may be used on slope gradients of less than 45% and a hand crew shall be used to construct fireline on slopes greater than 45% and/or in Riparian Management Zones. To catch rolling debris cup trenches shall be installed on any handline firelines that are located on the lower/downhill part of the unit as directed by OIC.

Fire lines shall expose mineral soil in a continuous strip, measuring 2 to 6 feet in width, and the location of the fireline in relation to the fuel break shall be directed by the OIC in the Logging Plan. The fuel break shall be an area 10' wide exclusive of the 2 – 6' fireline. Tree stumps shall be flush with the surrounding ground (after fireline construction) on firelines that are located on less than 35% slope (and that are anchored into existing roadways) as directed by OIC.

Woody debris that is 3 inches or greater in diameter and more than 4 feet long shall be removed from the fuel break into the unit. Any slash including tops, that are resulting from trees falling outside of unit boundaries shall be moved back into the unit. The OIC shall approve any skidding corridors on the cable yarding operations being used as the fire lines. Fires lines shall be water barred on slopes that are greater than 35%. All firelines, regardless of slope, shall be planted with grass seed upon completion.

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