

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

Master	X
Tribal	
Allotment	

PART A
Contract No. P18C2012XXX

TIMBER CONTRACT FOR THE SALE OF ESTIMATED VOLUMES

Kopaqhn 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 representatives and the owners of trust allotments listed herein on Page 1a, hereinafter called the Seller, and TRIBAL of TRIBAL, hereinafter called the Purchaser.

A3. Bureau of Indian Affairs Representatives:

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

(b) Superintendent. The Acting Superintendent, Coeur d'Alene Agency or his 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.

The Purchaser further agrees, for the benefit of Indians holding trust allotments within this unit, that he shall enter into separate contracts on the approved form, subject to all the applicable terms and conditions of this contract, with such Indian allottees as desire to sell their timber, The Purchaser shall enter into such contracts within 30 days from the date of submission of such contracts to him by the Superintendent.

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 September 30, 2013, and shall complete all other obligations on or before the contract expiration date of October 31, 2013.

A6. Unit Description. This unit is located in

(All Boise Meridian in Kootenai County, Idaho)

- Allotment 455: NW ¼ Section 32, Township 47 North, Range 5 West
- Allotment 458: SE ¼ Section 32, Township 47 North, Range 5 West
- Allotment 497B: E ½ SW ¼ Section 26, Township 47 North, Range 5 West
- Allotment 559A: NW ¼ SE ¼ Section 24, Township 47 North, Range 5 West
- Allotment 560: SE ¼ NE ¼ NE ¼ NW ¼, SE ¼ NE ¼ NW ¼, SE ¼ NW ¼, W ½ NE ¼ NE ¼ NW ¼, and W ½ NE ¼ NW ¼ Section 24, Township 47 North, Range 5 West
- Allotment 560A: E ½ SW ¼ NW ¼, E ½ W ½ SW ¼ NW ¼, E ½ W ½ W ½ SW ¼ NW ¼, and NW ¼ NW ¼ Section 24, Township 47 North, Range 5 West
- Allotment 590: NE ¼ SW ¼, S ½ NE ¼, SE ¼ NW ¼ Section 28, Township 47 North, Range 5 West
- Allotment 603: NE ¼ Section 27, Township 47 North, Range 4 West
- Allotment 634: SE ¼ Section 31, Township 47N, Range 4 W
- Tribal Allotment 633: Lots 5 and 6, and the NE ¼ NE ¼, SE ¼ NE ¼, and SW ¼ NE ¼ Section 31, Township 47N, Range 4 West
- Tribal Allotment 1004: Lots 3,4,5,6,7,8,9,10, and 11 and the SW ¼ NW ¼ of Section 24, Township 47 N, Range 5 W.

A2. Parties to the Contract. The owners of the following trust allotments constitute the Seller, provided a separate contract is entered into on the approved form.

<u>Allotment</u>	<u>Original Allotment Owner</u>	<u>Owner(s)</u>
455	Julia Rosalia	Heirs and Coeur d'Alene Tribe
458	John Baptiste Zachariah	Heirs and Coeur d'Alene Tribe
497B	Pierre Hescheseau	Heirs
559A	Teresa Whalimto	Heirs
560	Charles Cooper (Korpah)	Heirs and Coeur d'Alene Tribe
560A	Charles Cooper (Korpah)	Heirs
590	Edward Joshua	Heirs
603	Anne Antelope	Heirs
633	Francis Peone	Coeur d'Alene Tribe
634	Felix Louie	Heirs and Coeur d'Alene Tribe
1004 (formerly 487)	Annie Clara Peone	Coeur d'Alene Tribe

D R A F T

Allotment Number	Acreage to be logged	Total Acreage	Total Sawlog Volume (MBF)
A455	23	160	110
A458	17	160	70
A497B	40	160	310
A559A	22	40	50
A560	57	77.5	260
A560A	21	75	60
A590	95	160	300
A603	42	160	310
A634	0.5	157.69	<10
T633	93	150.5	440
T1004	28	144.87	90
Total	438.5	1,445.56	2,000

A6. Unit Description

<i>and includes the following approximate area:</i>		
	<i>Area Within Unit Boundary, Acres</i>	<i>Area To Be Logged Acres</i>
<i>Tribal</i>	295.4	121
<i>Allotted</i>	1,150.2	317.5
<i>Alienated</i>	0	0
<i>Total</i>	1,445.6	438.5

The unit boundaries are shown approximately on the maps attached hereto as Exhibit A(1) through A(7) 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
PONDEROSA PINE (6 TO 7 INCH) - SAWLOGS	MBF	14	96	110
PONDEROSA PINE (8 INCH +) - SAWLOGS	MBF	135	835	970
DOUGLAS-FIR AND OTHER SPECIES - SAWLOGS	MBF	380	540	920
MIXED FIR SPECIES - TONWOOD (gross scale, per ton)	TON	133	182	315
TOTALS	MBF	529	1,471	2,000
	TON	133	182	315
ALL SPECIES PULP & OTHER PRODUCTS (unestimated, removal optional)	TON			Undetermined
BLUE-STAINED PINE - SAWLOGS	MBF			Undetermined

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

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 Log Plan Meeting. In no event shall the advance deposit requested result in a balance of less than \$ x,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
PONDEROSA PINE (6 TO 7 INCH) - SAWLOGS	MBF	\$. . .
PONDEROSA PINE (8 INCH +) - SAWLOGS	MBF	\$. . .
DOUGLAS-FIR AND OTHER SPECIES - SAWLOGS	MBF	\$. . .
MIXED FIR SPECIES - TONWOOD* (Gross Scale per Ton)	TON	\$. . .
ALL SPECIES -PULP & OTHER PRODUCTS (Removal	TON	\$2.00
Optional)*		
BLUE-STAINED PINE - SAWLOGS**	MBF	\$10.00

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*Conversion rate equals 6.3 tons per MBF
 **Conversion rate equals 5.0 tons per MBF

(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
NONE		

(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 \$ 35,000.00 conditioned upon the faithful performance of all the terms of this contract.*

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
PONDEROSA PINE (6 TO 7 INCH) - SAWLOGS	8	5.51	33 1/3	10	2
PONDEROSA PINE (8 INCH +) - SAWLOGS	8	7.51	33 1/3	10	2
DOUGLAS-FIR & OTHER SPECIES - SAWLOGS	8	5.51	33 1/3	10	2
MIXED FIR SPECIES - TONWOOD *		<5.51	33 1/3		1
ALL SPECIES - PULP AND OTHER PRODUCTS**					
BLUE-STAINED PINE - SAWLOGS***		5.51	33 1/3	10	2

*MIXED FIR SPECIES - TONWOOD will be paid for on a gross scale per-ton basis.

**ALL SPECIES-PULP & OTHER PRODUCTS are defined as all products not meeting sawlog or tonwood product specifications, which the Purchaser removes from the logging unit with intent of manufacture or sale shall be paid for on gross scale per thousand board foot basis or equivalent method of measurement as agreed to by the Purchaser and approved by the Officer in Charge.

***BLUE-STAINED PINE - SAWLOGS are defined as ponderosa pine, white pine, or lodgepole pine sawlogs with blue-stained wood showing at both ends of the log. Blue-stained pine sawlogs resulting from Purchaser negligence shall be considered Ponderosa Pine - Sawlogs for payment purposes.

A12. Designating Timber for Cutting.

- (a) **Cut Tree Marking.** Trees to be cut are designated by paint marks on the bole near eye level and a butt mark below stump height with YELLOW paint in Allotments 559A and 560; with BLUE paint in Allotments 455, 560A, 590, and 634; with ORANGE paint in Tribal Allotments 633 and 1004; and with WHITE paint in Allotment 497B. All trees so marked shall be cut and tested for merchantability.
- (b) **Leave Tree Marking.** Trees to be left are designated by paint marks on the bole near eye level and a butt mark below stump height with ORANGE paint in Allotment 458 and the Shelterwood Unit in Allotment 497B and with WHITE paint in Allotment 603. All trees not so marked meeting merchantability standards shall be cut.
- (c) Tree designations under A12.(a) or (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.

A13. Cutting Schedule.

- (a) **Minimum Annual Cut.** *The Purchaser shall cut and pay for not less than 500 MBF during the contract year ending January 31, 2013 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.*

- (c) Operating Season. No cutting in ponderosa pine stands shall be allowed between January 30 and June 30 of each calendar year during the life of the contract unless the Purchaser agrees to and performs special slash disposal tactics within 1 week of cutting each setting and before moving to another allotment. Tribal Forestry shall determine tactics required to limit infestation by pine engraver beetles (*Ips pini*). These tactics may include burning or chipping slash at landings, or other special treatment. Operations other than cutting shall be at the discretion of the Officer in Charge to provide security for wildlife and to avoid road damage.

A14. Scaling.

- (a) Designated Timber. **SAWLOGS** - The scaling provision of the Timber Contract and Standard Provisions are hereby supplemented to specify the Revised Scribner Decimal C Log Rule, as revised by the Northwest Log Rules Advisory Group on July 1, 1972 for logs up to the maximum scaling length of 20 feet. Other scaling procedures are described by the *USDA Forest Service National Scaling Handbook FSH 2409.11* as amended and/or supplemented, to provide standard instructions for volume determination. Handbook 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) Additional Timber. Same as above
- (c) 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.
- (d) Sample Scaling. It is planned to use 100 percent scaling for sawlogs and 100% weight scale for tonwood and pulp. Sample loads of tonwood and pulp shall be visually checked at the landing, and any pieces meeting sawlog specifications shall be removed from the load/deck or expanded to count loads and billed at the bid rates for sawlogs. The scaling frequency is subject to change by the Officer in Charge, based on the variation in value of the loads scaled, to ensure an adequate sample.
- (e) 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, 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. The Purchaser agrees to pay as directed for a minimum of 2% of all delivered loads to be check scaled up to ten percent 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.

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 hereby relieved of responsibility for site preparation burning in designated seed tree and shelterwood units contingent on receipt of a payment of \$23,820.00. The Purchaser shall make a check payable to the "Forest Project Funds - Bureau of Indian Affairs" in the amount of \$23,820.00 and sent to - Coeur d'Alene Agency, PO Box 9000, Farmington, Missouri 63640-3819. 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.
- (c) Cull logs. Cull logs shall be left in the woods. Any cull material accumulated at landings must be compactly decked and separated from other slash.
- (d) Whole tree yarding. Whole tree yarding is required except in Seed Tree Units and Shelterwood Units.
- (e) Lopping and Scattering. Felled trees shall be limbed and topped before skidding in Seed Tree and Shelterwood Units, unless other methods of slash placement are approved in writing by the Officer in Charge. No tops or other slash shall be left within six (6) feet of any residual tree. Slash depth shall not exceed 10 feet. The Purchaser shall move any slash from his operation at least 6 feet from residual trees through lop and scatter or other pull back method. Skidding equipment shall not leave skid trails to pull slash away from residual trees, but may clear trees near skid trails using a winch or grapple.
- (f) Fireline Construction: Firelines shall be constructed around the perimeter of Seed Tree and Shelterwood Units as shown in Exhibit C. Fire lines shall expose mineral soil in a continuous strip, measuring 1 to 4 feet in width, and shall be located near the center of a fuel break that is at least 10 feet wide. Woody fuels that are 3 to 8 inches in diameter and more than 4 feet long shall be removed from the fuel break into the cutting block. Any trees falling outside of cutting block boundaries shall be yarded into the cutting block before being topped and limbed.
- (g) Slash Piling. Along roads, landings, and where machine piling is directed, slash and woody debris shall be grapple piled. Landing slash shall be piled at least 30 feet from fields and leave trees. 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) Cull trees and snags. Standard Provision B9.3 is hereby modified to prohibit felling of dead trees that are not a safety hazard, unless they are designated for cutting. The Purchaser shall be required to fall all snags that could fall onto or across the fireline.
- (i) Completion of slash work. All slash compliance must be complete prior to moving to the next allotment.

A16. Road Construction and *Maintenance*.

- (a) The Purchaser shall provide and apply a mixture of native grass and clover seed and fertilizer to approximately 3 miles of roads, landings, and skid trails where exposed soil exceeds 40 square feet in area by October 31, 2013, or as directed by the Officer in Charge. The Officer in Charge shall approve the mixture and application rate in writing prior to application.
- (b) All roads used for log hauling shall be maintained to control erosion during the operating season, including prevention of berms and ruts. Dust abatement measures including application of water to roads and landings may be required by the Officer in Charge. At the completion of operations, and before seasonal suspensions, the Purchaser shall smooth and out-slope the road surface and install rolling dips as specified by the Officer in Charge. By September 30 of each year, roads will be crowned, out-sloped, or in-sloped and cross-ditched. The purchaser shall maintain roads to control erosion during use, and to prevent raised berms and ruts. All road maintenance must be complete prior to moving equipment from the logging unit.
- (c) Final Maintenance is required on all logging roads used during the course of this sale, unless otherwise directed by the Officer in Charge. 3 miles of final road maintenance is anticipated that may include removing berms, filling in ruts/mud holes, and blading the road surface.

- (d) The Purchaser shall reconstruct approximately 0.7 miles of road within Allotment 559A and Tribal Allotment 1004 and install four 24 inch by 24 ft. culverts as shown in Exhibit B and reconstruct approximately 0.9 miles of road within Allotments 559, 559A, and 560, and 560A and reconstruct approximately 0.2 miles of road within Allotment 497B.
- (e) Crop field crossings into timber stands in Allotments 455, 458, and 497B shall be utilized for timber access during periods following crop harvest and prior to new crop establishment unless other arrangements are made. Any debris resulting from the Purchaser's use of these field crossing shall be removed on a daily basis. Final road maintenance on these field crossings may include blading ruts or ripping damaged or severely compacted soil.
- (f) A gate supplemented by large boulders to limit road access will be installed at the southern road entrance and large boulders sufficient to limit vehicular entrance will be placed across the western road entrance to Allotment 603 as shown in Exhibit B. One 24" X 24' culvert will be installed in the main access road as shown in Exhibit B.

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 operator or subcontractor shall meet with Tribal Forestry to prepare a 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 stapled to the wing or bunk log at the front of the load; and the last 3 digits of the truck ticket number, allotment number and "CDAR" shall be painted (in black or dark paints) on log ends at the rear of the load. The truck ticket shall be put in a plastic sandwich bag prior to stapling during wet conditions. The Purchaser shall pay double stumpage for any loads that are not so identified.
- (c) The Purchaser is responsible for the return of all ticket books to Coeur d'Alene Tribal Forestry as instructed by the Officer in Charge. Truck tickets that are lost or not returned within 30 days of written request, 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, and will be penalty scaled at double the contract stumpage rates. Sample loads lost as a result of scaling service or Tribal Forestry actions shall be treated as count loads.
- (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 Kopaqhn sale area and the scaling site shall be painted as soon as possible to identify the truck ticket number, allotment number, 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) Skid trails will be located by the Purchaser so as to impact the least amount of ground possible while avoiding riparian zones, established regeneration, and other areas identified by the Officer-in-Charge for protection. Well-placed existing skid trails may be used as directed by the Officer-in-Charge.
- (g) Directional felling shall be used to protect the residual stand, to keep slash inside cutting blocks, and to place cut trees by skid trails. Tractor skidding activities will be restricted to those times when the ground is dry or frozen, to prevent the formation of ruts.
- (h) Mechanized Harvesting. Pursuant to Standard Provision B8.2, the operation of mechanized equipment (Cut-To-Length harvesters, feller/bunchers), grapple skidders, and/or log forwarders shall be subject to such restrictions as the Officer in Charge may prescribe to limit resource damage, including:

Skidding equipment: maximum width 12 feet.

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

Logs and pieces shall be carried free of the ground

Harvester shall travel on slash mat

Supplemental skidding shall be limited to the nearest harvester trail or road

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

Conventional felling shall be done concurrently with mechanical felling

- (i) The Purchaser shall immediately remove any trees and all slash falling into roads, railroad right-of-ways, or cropland 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 stream protection zone.
- (j) 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.
- (k) The Purchaser shall install fire lines, repair skid trails, and construct water bars as directed by the Officer in Charge, after completion of skidding operations. Water bars, rolling dips, outsloped road segments or insloped roads with a ditch shall be constructed on all unimproved dirt road segments used for hauling within the sale area where road grade exceeds two percent. These shall be constructed to drain water off the road at each structure. 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 steep outslope roads on steep side slopes/no abrupt waterbars on blind corners).

General spacing requirements for drainage structures:

<u>Road Grade %</u>	<u>Maximum Spacing (ft)</u>	<u>Road Grade %</u>	<u>Maximum Spacing (ft)</u>
2-4	300	11-13	90
5-7	200	14 and greater	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 ditches shall remain open and free of brush and debris.

- (l) 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, Bureau of Indian Affairs, Dept. C112, Post Office Box 9000, Farmington, MO 63640-3819. 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.
- (m) 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.

- (n) 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.
- (o) 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 Forest Officer 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.
- (p) 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 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.
- (q) 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.
- (r) 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.
- (s) Ground based logging 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.
- (t) The Purchaser agrees to submit a completed Form W-9 to Coeur d'Alene Tribal Forestry, and to submit a new form if the required information changes during the life of the contract.
- (u) The Purchaser shall complete a TERO compliance plan and provide a notification approved by the Coeur d'Alene Tribal Employment Rights Ordinance Director before cutting begins.
- (v) Licensed flaggers, road signs, and tree winching will be required whenever conditions warrant as determined by the Officer in Charge. The Purchaser shall supply flaggers at any time his falling or skidding operations occur within 150 feet of the Union Pacific rail lines in Allotment 559A and/or Tribal Allotments 633 and 1004 on Monday, Wednesday, or Friday or when so directed by the Officer in Charge. Notification of logging activities will be made to Union Pacific Railroad whenever the Purchaser's operations are within 150 feet of the closest edge of the railroad right of way as directed by the Officer in Charge.
- (w) 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.
- (x) The Purchaser must abide by the terms of any applicable road use agreements 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 Individual Indian Allotments for which Right of Way has not been obtained or otherwise been included as part of this Logging Unit.
- (y) 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 reserved trees and reproduction to prevent unnecessary damage in burning. The Purchaser shall burn slash in such a manner and at such times as the Officer in Charge may direct. 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 requirement on specifically designated areas by the Superintendent.

- (z) Section B11.3 of the Standard Provisions is hereby modified to read as follows: 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.
- (aa) Cultural Resources Management (CRM) Compliance. The contractor and contractor's staff will participate in a one hour resource awareness training session with CRM staff, provided free of charge, before work commences. 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 can be provided on request.

DRAFT

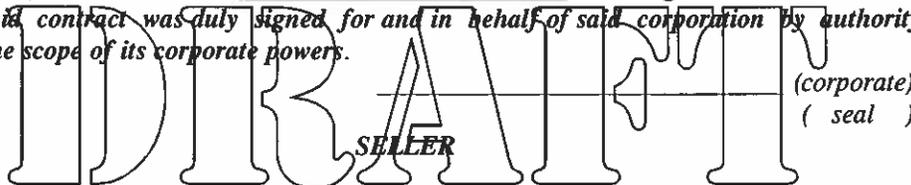
A18. *Effective Date.* This contract shall become effective on the date of approval by the Approving Officer.
PURCHASER

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)

WITNESSES:

_____	_____
(Name)	Allottee or his legal representative
_____	The owners of trust allotments listed herein on
(Address)	Page 1(a).
_____	_____
(Name)	_____
_____	_____
(Address)	(Date)

Signed for the Coeur d'Alene Tribe pursuant to Resolution No. 40 (2012) passed by its tribal governing body in a meeting held at Plummer, Idaho, on February 2, 2012.

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

APPROVING OFFICER

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

Approved: _____, 2011

 (Name)
 Acting Superintendent, Coeur d'Alene Agency

 (Title)

The following maps are not at stated scale

EXHIBIT A(1)

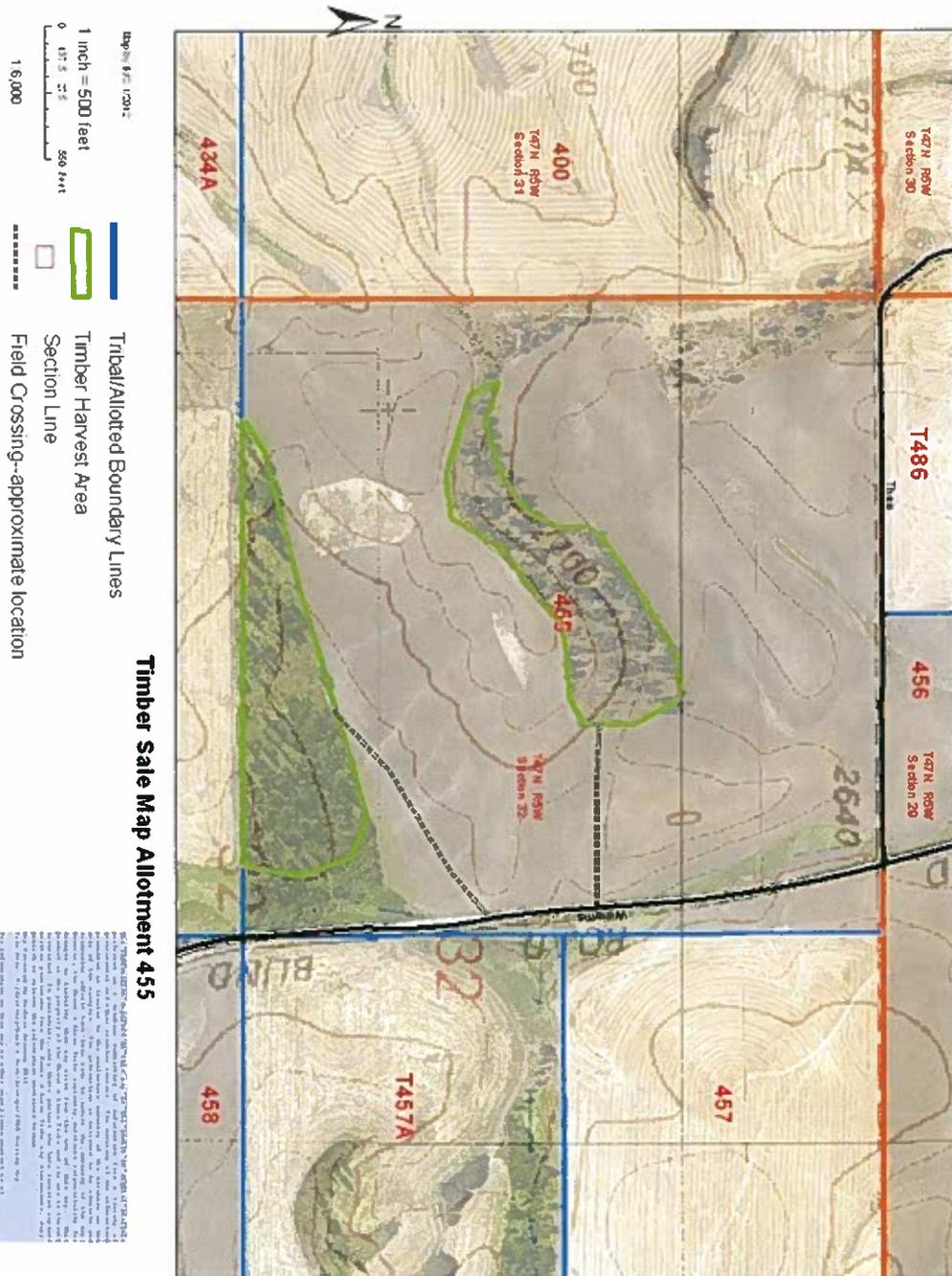


EXHIBIT A(2)

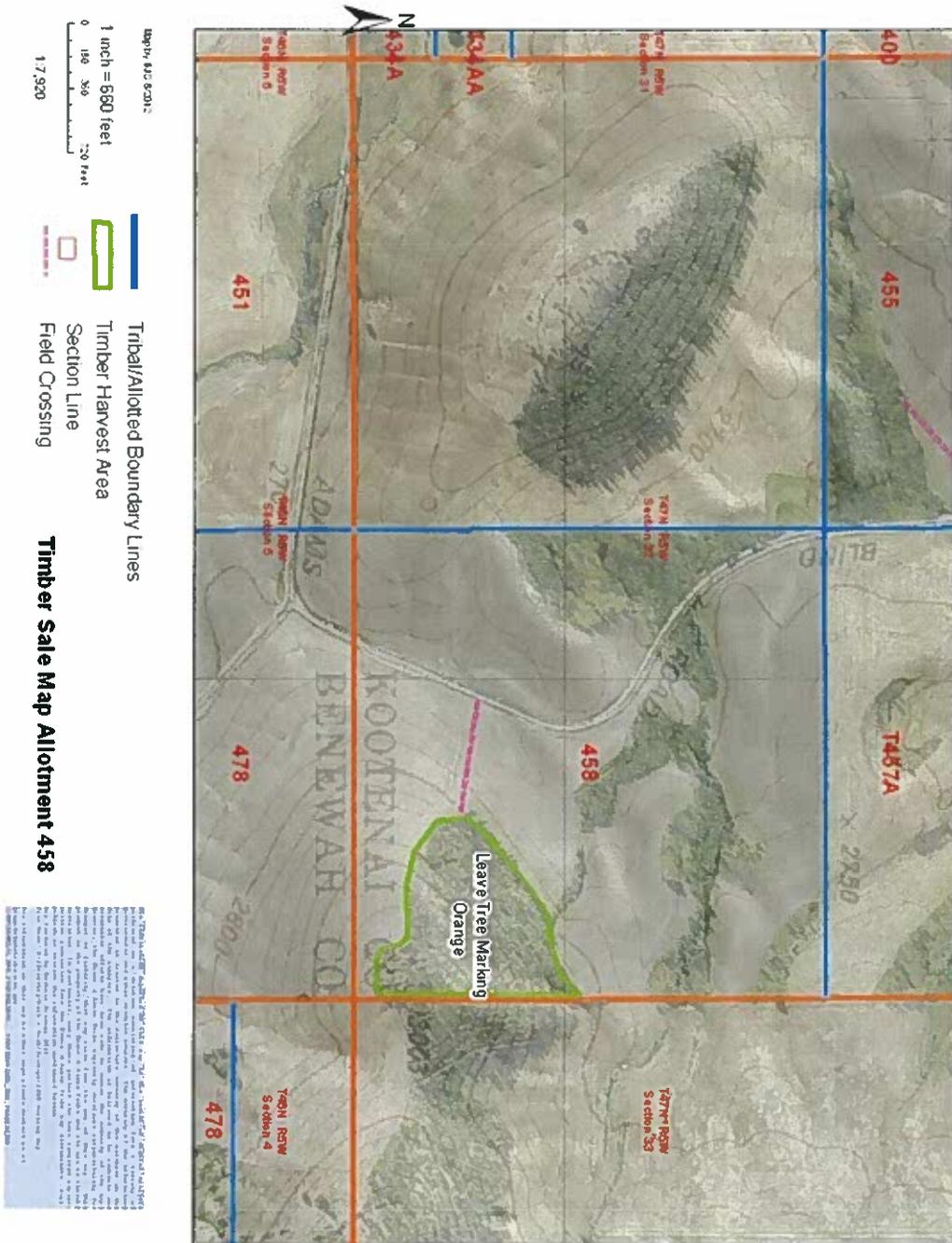


Exhibit A(3)

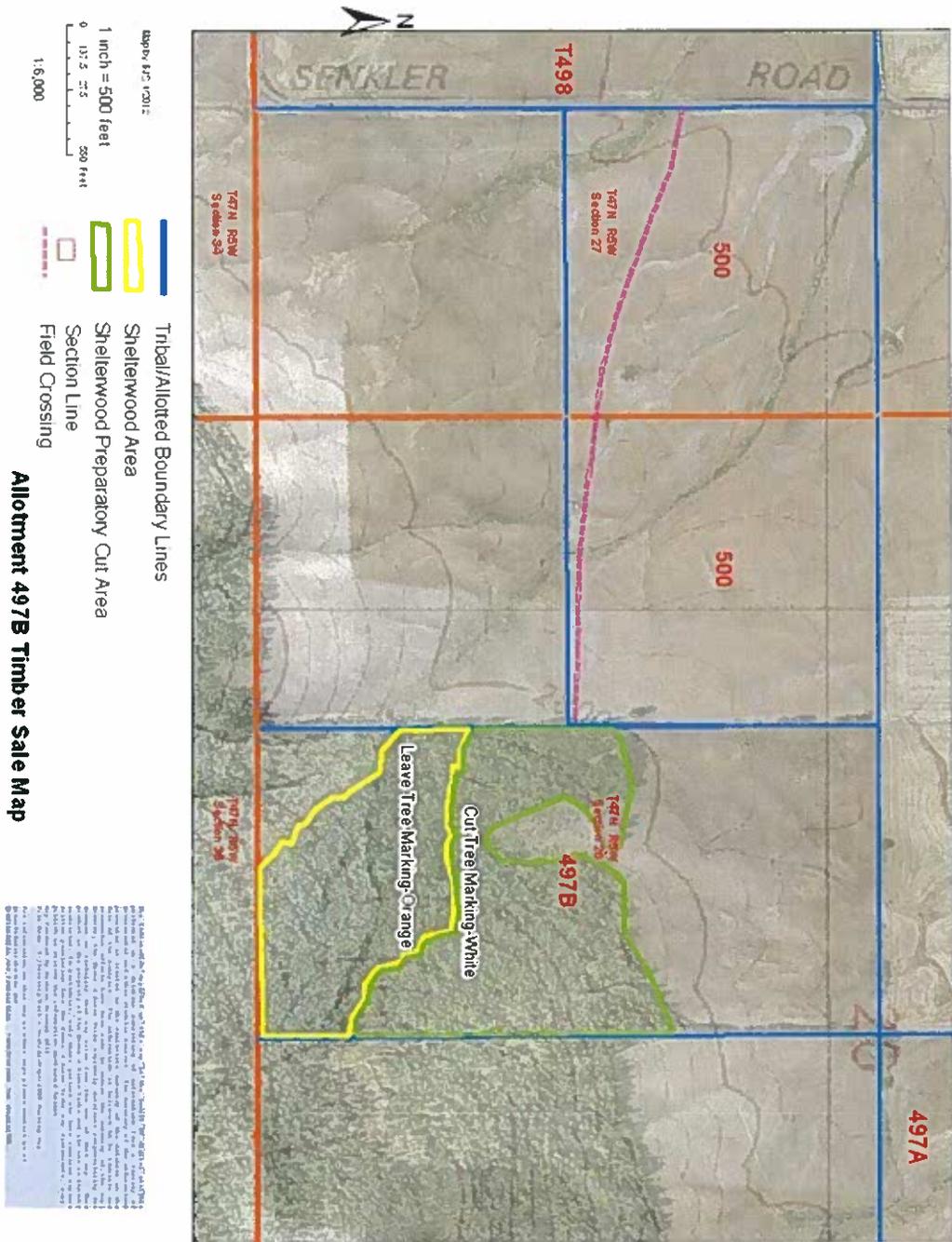


Exhibit A(6)

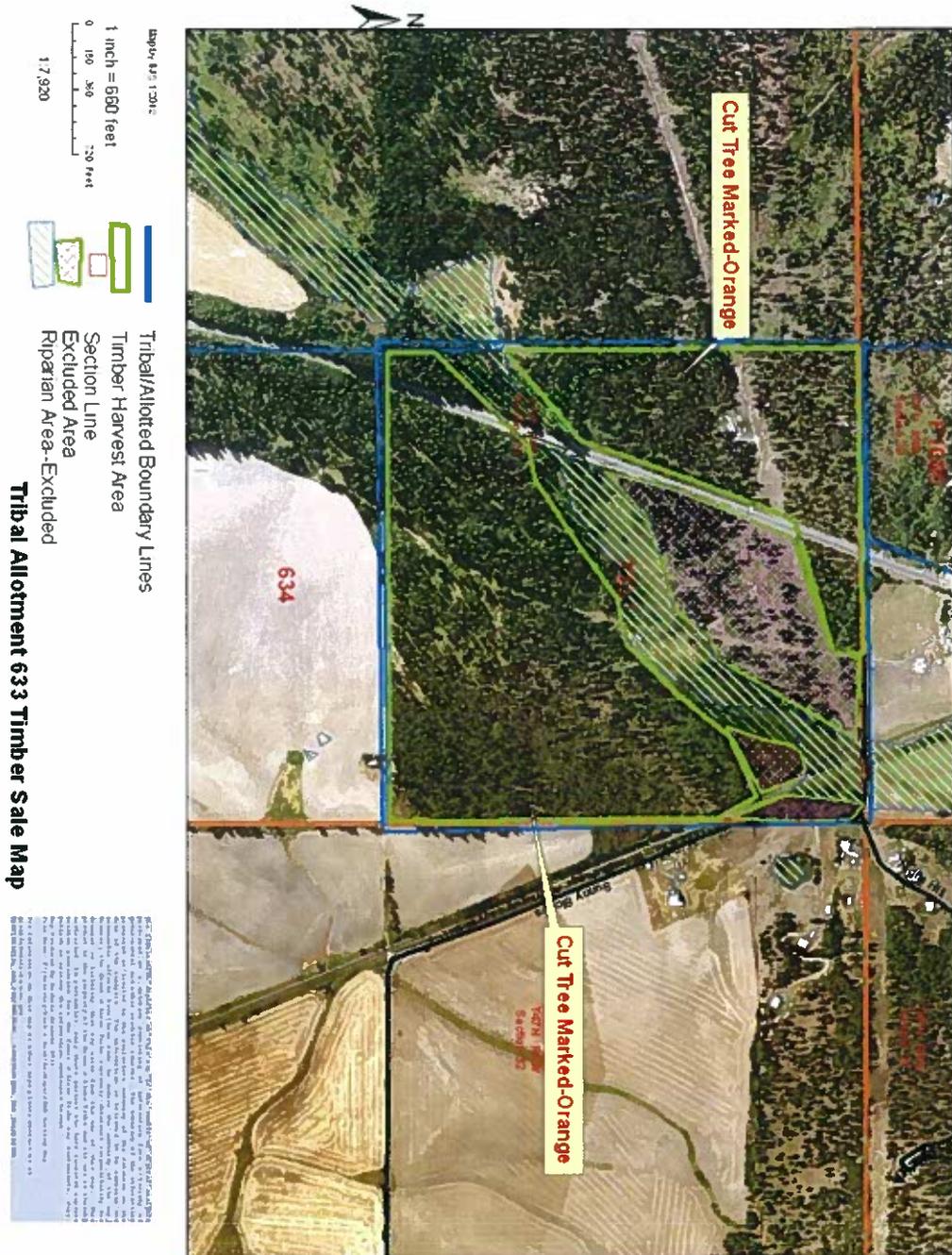


EXHIBIT B(1) Road Map

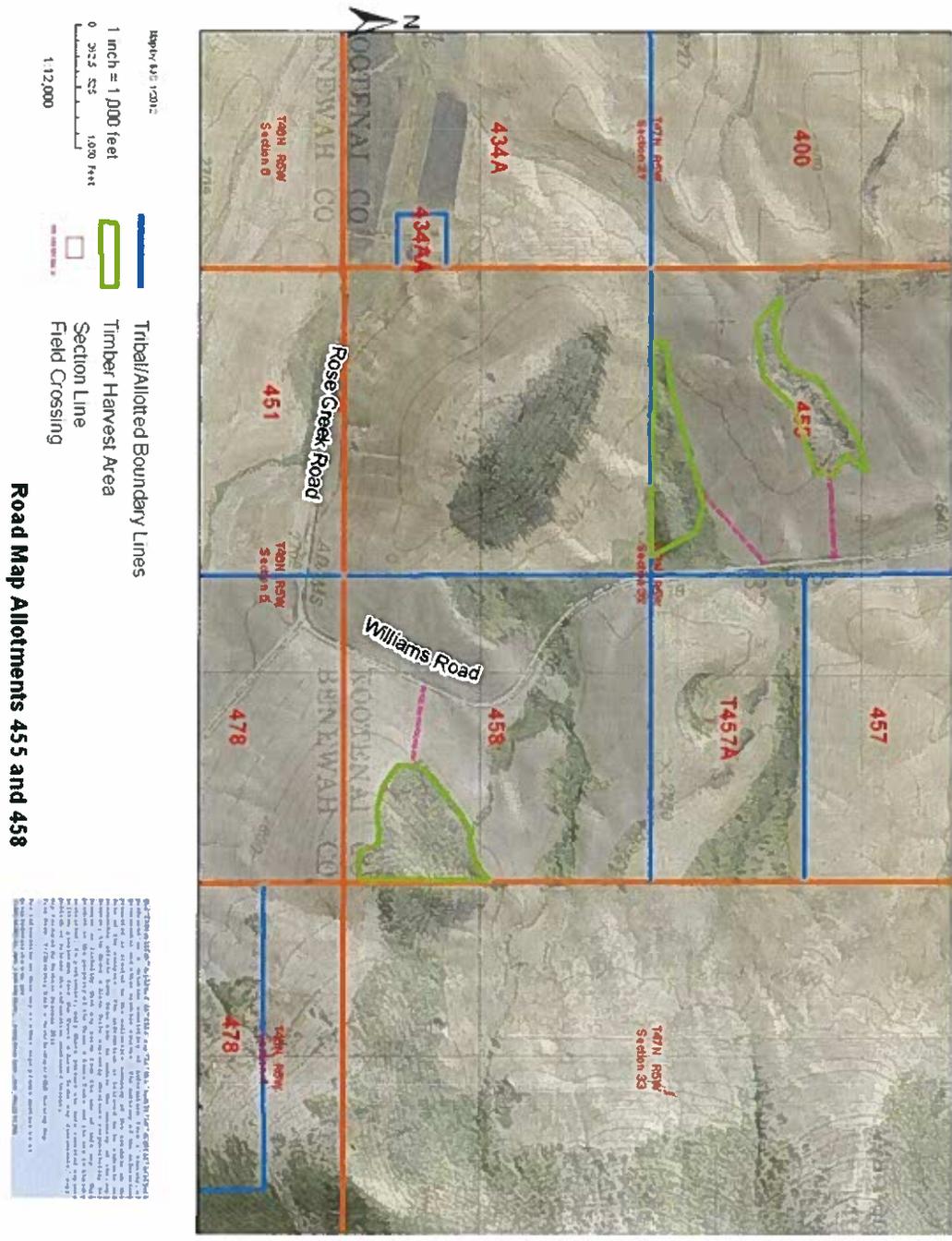


Exhibit B(2)

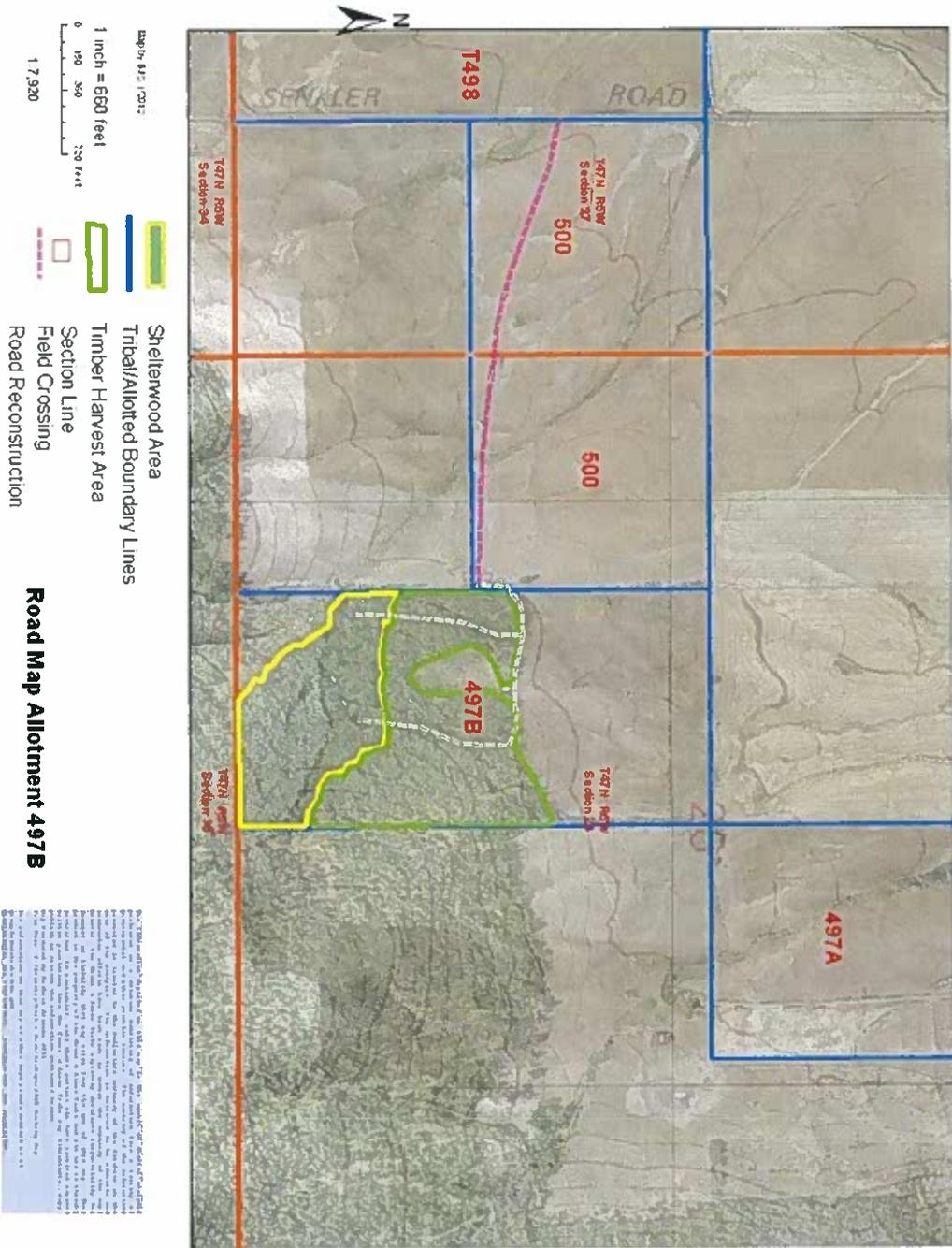


Exhibit B(4)

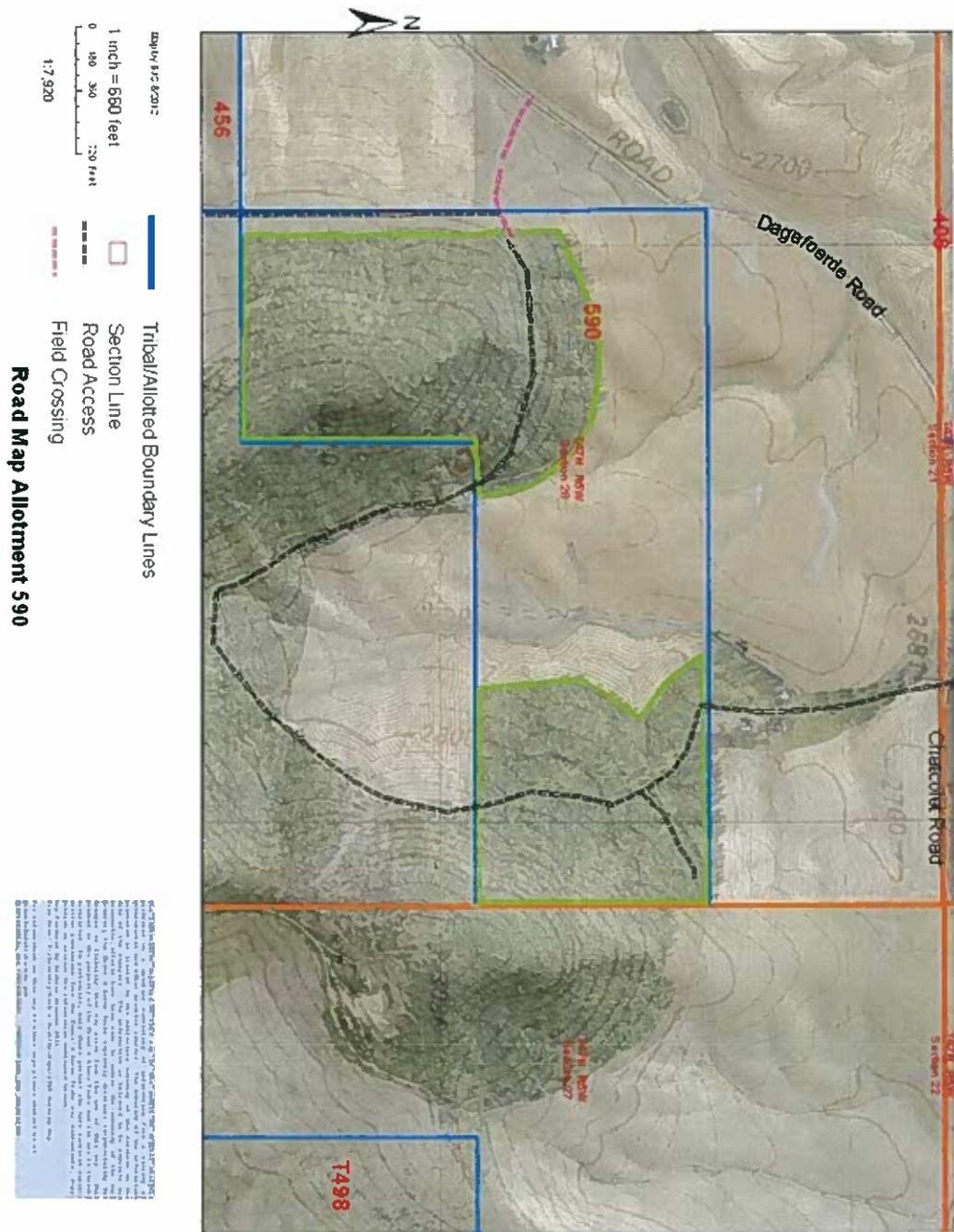
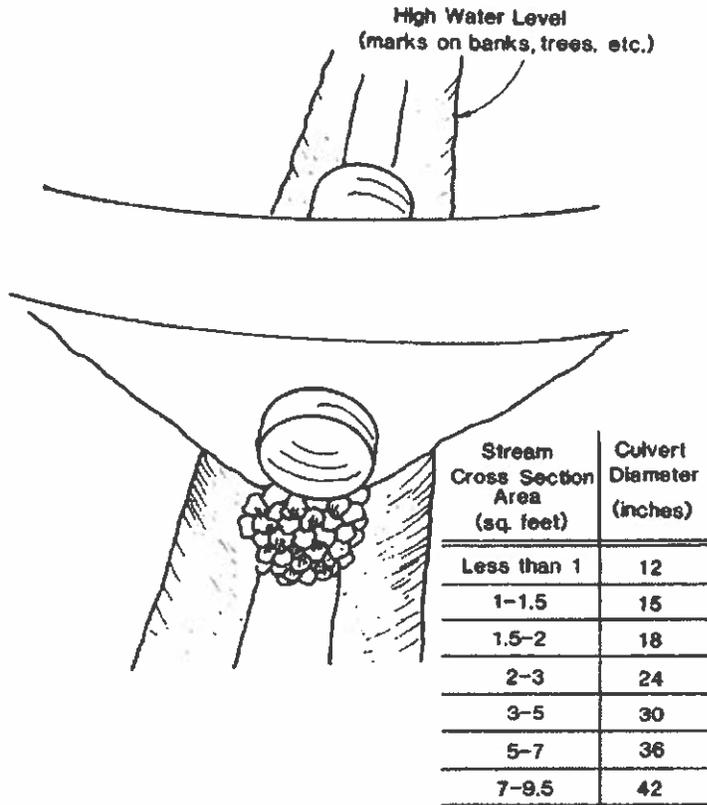


Exhibit B—Road Construction

Culvert Installation Specifications



Measuring areas for different stream channel types

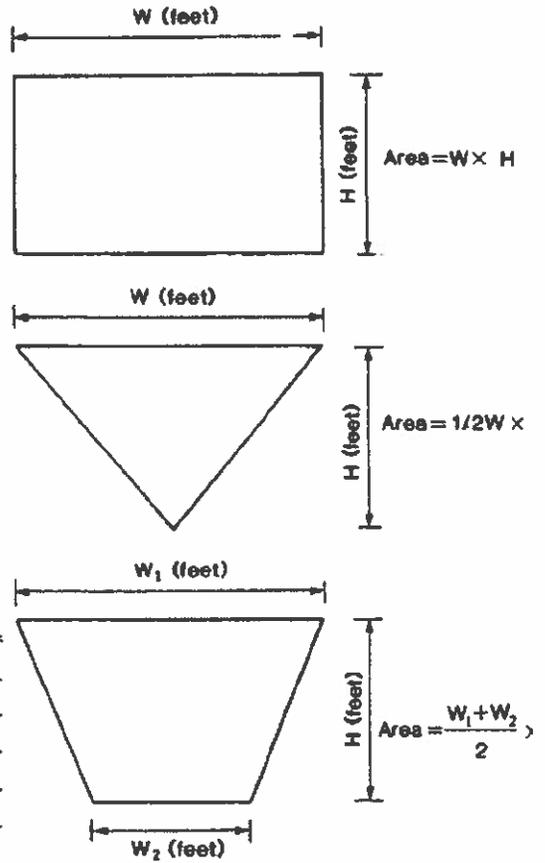


Figure 20.—Estimating channel areas for culvert sizing.

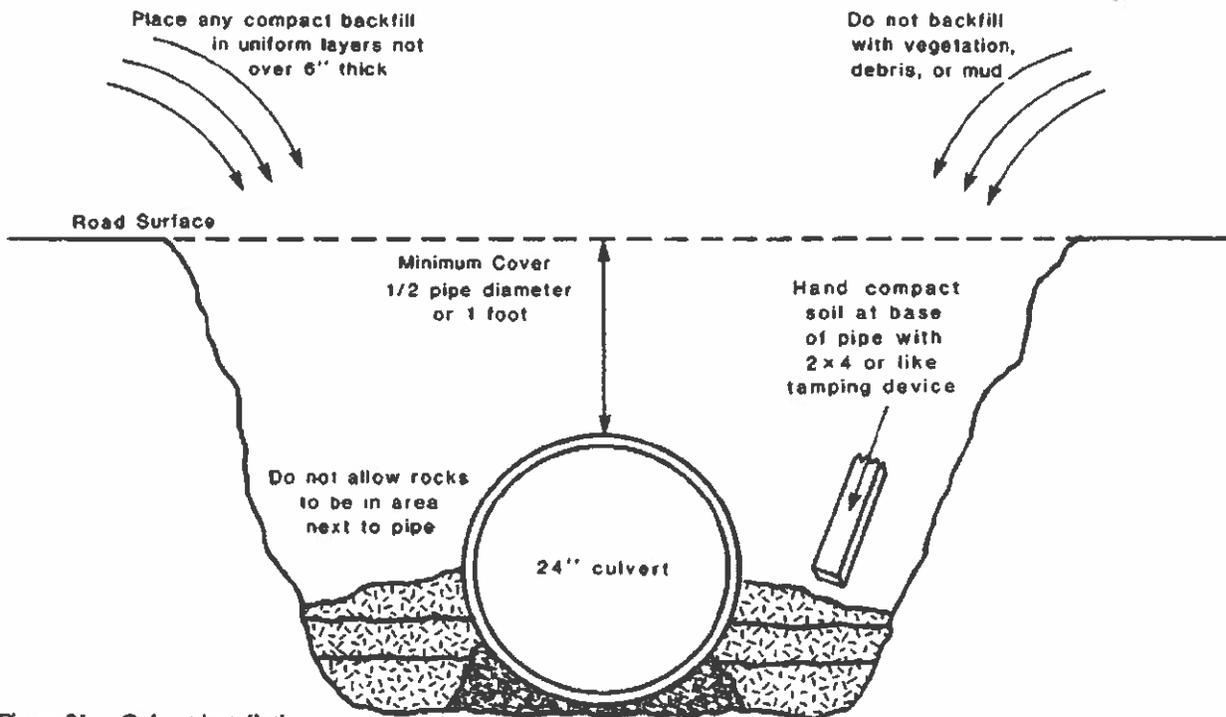


Figure 21.—Culvert installation.

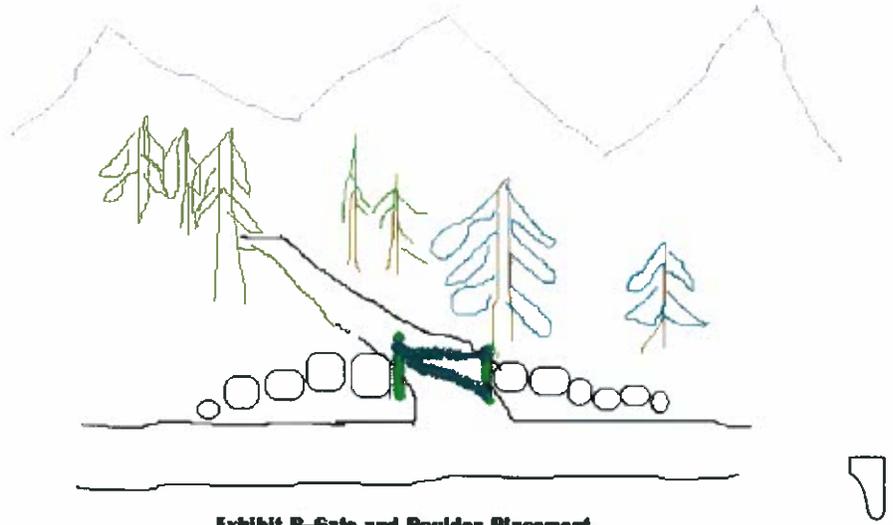


Exhibit B-Gate and Boulder Placement



Boulder Road Closure

Exhibit C(2)

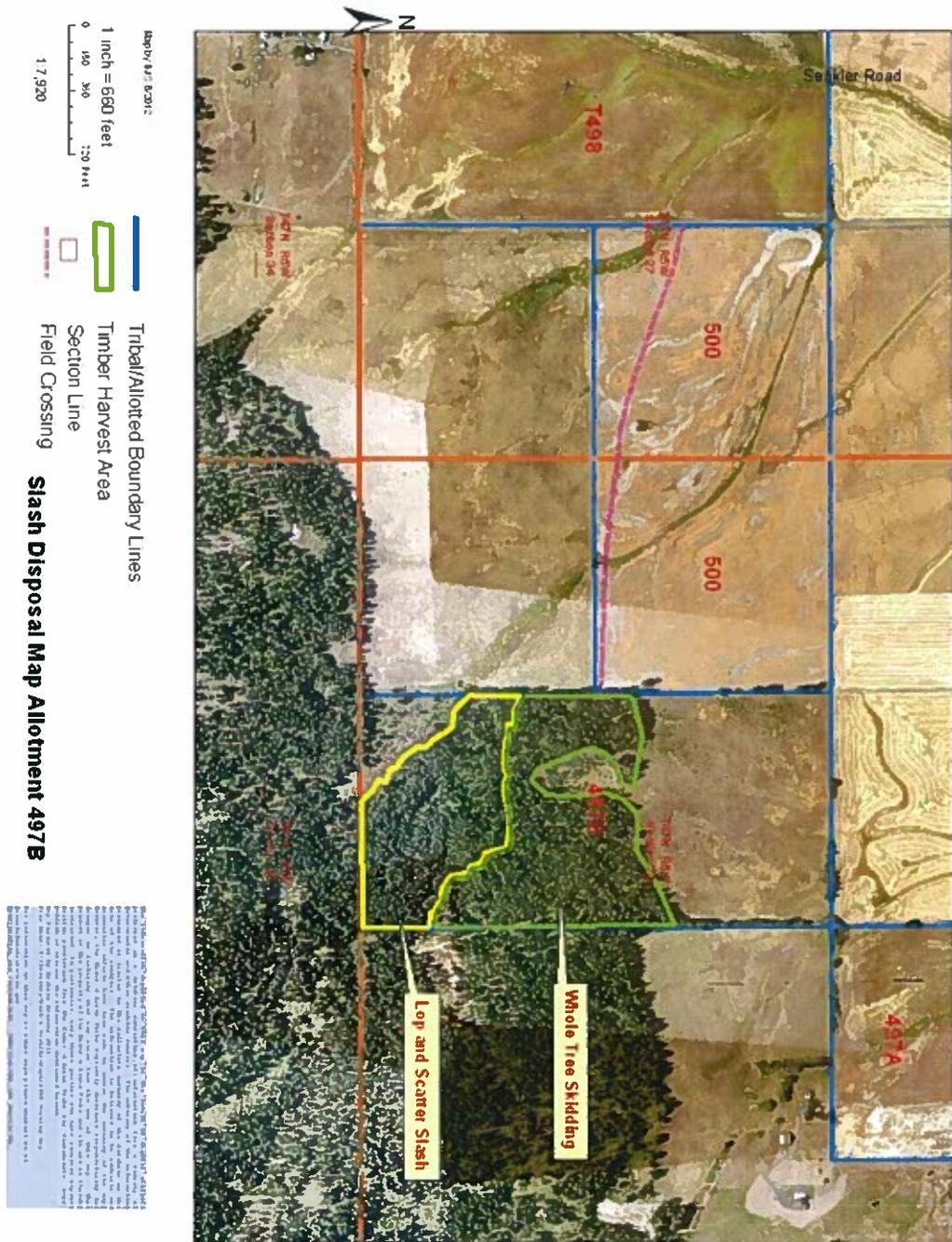


Exhibit C(3)

