

**UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs**

Master
Tribal
Allotment

PART A

Contract No. F18C23

TIMBER CONTRACT FOR THE SALE OF ESTIMATED VOLUMES

Stubby Lake 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 the National Indian Forest Resources Management Act of November 28, 1990 (25 U.S.C. 3101 et seq.), and in accordance with the regulations of 25 CFR 163.

A2. Parties to the Contract. The parties to this contract are

owners of Joseph Bohn Allotment 371

hereinafter called the Seller, and

whose address is,

(Address)

(City, State, Zip Code)

hereinafter called the Purchaser.

A3. Bureau of Indian Affairs Representatives.

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

(b) **Superintendent.** The Superintendent, Coeur d'Alene Agency
or an 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 Purchaser shall cut and pay for all designated timber on or before

September 30, 2023 and shall complete all other obligations on or before the contract expiration date of

October 31, 2023 unless this contract is extended in accordance with Section B2.10 of the Standard Provisions.

A6. Unit Description. This unit is located in portions of E½NW¼ of Section 7, Township 46 North, Range 4 West, Boise Meridian, Benewah County, Idaho.

And includes the following approximate area:

	Area Within Logging Unit Boundary, Acres	Area to be Logged Acres
Tribal	0.0	0.0
Allotted	50.0	30.0
Other	0.0	NONE
Total	50.0	30.0

The unit boundaries are shown approximately on the map attached hereto as Map 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
PONDEROSA PINE – SAWLOGS	MBF	0.0	20	20
DOUGLAS-FIR AND OTHER SPECIES SAWLOGS	MBF	0.0	140	140
TOTAL SAWLOGS	MBF	0.0	160	160
MIXED FIR SPECIES TONWOOD (Removal optional)	TON	0.0	35	35
PULP LOGS Removal Optional)	TON	0.0	Unestimated	Unestimated

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 due to insect damage, windthrow, or 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 logging plan meeting

A minimum advance deposit balance of \$ 5,000.00 shall be maintained.

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 – SAWLOGS	MBF	\$
DOUGLAS-FIR AND OTHER SPECIES-SAWLOGS	MBF	\$
MIXED FIR SPECIES TONWOOD (Optional removal)	TON	\$25
PULP LOGS (Optional removal)	TON	\$2

(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	Appraised Rate Per Unit

(c) **Additional Fees and Deposits.** In addition to payments for timber at rates set forth in Section A9(a), the Purchaser shall pay additional fees or deposits to cover the appraised or set costs of associated logging unit activities. These additional payments shall be made as specified in Section A17 at the appraised rates shown below:

Fee or Deposit	Unit	Appraised Rate Per Unit

(d) **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.

(e) **Periodic Determination of Stumpage Rates.** For the Choose an item. periods following the one in which this contract is approved, stumpage rates shall be adjusted by the procedure set forth as follows: : In order to determine the stumpage rates to be paid for the timber cut under this contract, it is agreed that Click here to enter text. index prices of lumber for the Choose an item. period beginning Click here to enter a date. are:

Species	Index	Base Index Price
NOT APPLICABLE		

The Approving Officer shall obtain from the above-designated organization, through its published reports or otherwise, statements of the index prices of lumber for each period during the time provided for the Purchaser to cut and pay for all designated timber.

The stumpage rates which are to become effective for each period shall be the bid rates plus or minus Click here to enter text. percent of the difference between the index prices for the period just passed and the stipulated base index prices.

A10. Performance Bond. The Purchaser delivers herewith and agrees to maintain a bond satisfactory to the Approving Officer in the sum of \$ **7,000.00** 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-SAWLOGS	8.0	5.51	33-1/3	10	2
DOUGLAS-FIR AND OTHER SPECIES – SAWLOGS	8.0	5.51	33-1/3	10	2
MIXED FIR SPECIES – TONWOOD	16	4.0	33-1/3	*	1
ALL SPECIES – PULP LOGS	**	**	**	**	**

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

**ALL SPECIES PULP LOGS 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.

A12. Designating Timber for Cutting.

- (a) Cut Tree Marking. Trees to be cut are designated by BLUE paint with full bands on the bole of tree and a base mark. All trees marked in BLUE that are within the Logging Unit Boundary shall be cut and tested for merchantability, as directed by the Officer in Charge. Any additional trees to be cut as requested by the contractor or Seller will need to be preapproved and marked in blue to cut.
- (b) Tree designations under A12 (a) 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

the designated sale volume

during the contract year ending December 31, 2023.

- (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.** Cutting shall be allowed prior to June 30 provided the Purchaser agrees to and performs special slash disposal tactics within 1 week of cutting each setting and before moving out. 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 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 B7.8 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 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) Whole tree skidding is approved for this sale. Landing slash pile locations shall be pre-approved by the Officer in Charge and shall be piled at least 30 feet from leave trees, the main highway, utilities and property 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. The contractor is relieved of duty to burn any slash piles. Cull logs skidded into landings must be compactly decked separately from slash.

Slash piles (within the unit, non-landing) locations 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.

A16. Road Maintenance.

- (a) Road maintenance is required on all access roads, unimproved dirt road segments used for access and/or hauling within the sale area where road grades exceed 2 percent, and access roads unless otherwise directed by the Officer in Charge. Final road maintenance will occur towards the end of logging operations.

A17. Special Provisions.

- (a) An approved Logging Plan will be required prior to the start of logging operations each season in accordance with Section B 8.2 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 (STUB), and "A371" shall be painted (in black or high visibility paints) on log ends at the rear of the load *and* "CDAR" on a wing log on the front of the load drivers side. 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 or not returned within 30 days of written notice, and/or that 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.
- (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 ("A371") 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.
- (g) Average skid trail spacing shall be no less than 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.
- (h) 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.
- (i) **Mechanized Harvesting.** Pursuant to Standard Provision B8.3, 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) 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.
- (l) 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.
- (m) 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:

Nick Kager: Cell - (208) 582-3320, Work – (208) 686-2100.

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.

- (n) 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.
- (o) Skidding equipment shall be washed prior to move-in and documented. 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.
- (p) 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.
- (q) 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.
- (r) Licensed flaggers, road signs, and tree winching will be required whenever conditions warrant.
- (s) 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.
- (t) The following adjustments to stumpage values 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. After 361 days the contract is no longer valid and the contractor will be in default along with any associated conditions of termination as defined in, but not limited to, B2.13, B2.14, B4.21, and B4.24.

# days past Cut and Pay date	Increase in Sawlog Stumpage Rates	Increase in Tonnage
1 - 90	\$5.00	\$1.00
91 - 180	\$10.00	\$2.00
181 - 270	\$15.00	\$3.00
271 - 360	\$20.00	\$4.00

SAMPLE

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

WITNESSES:

PURCHASER

(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 _____, 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

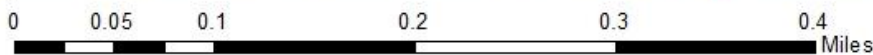
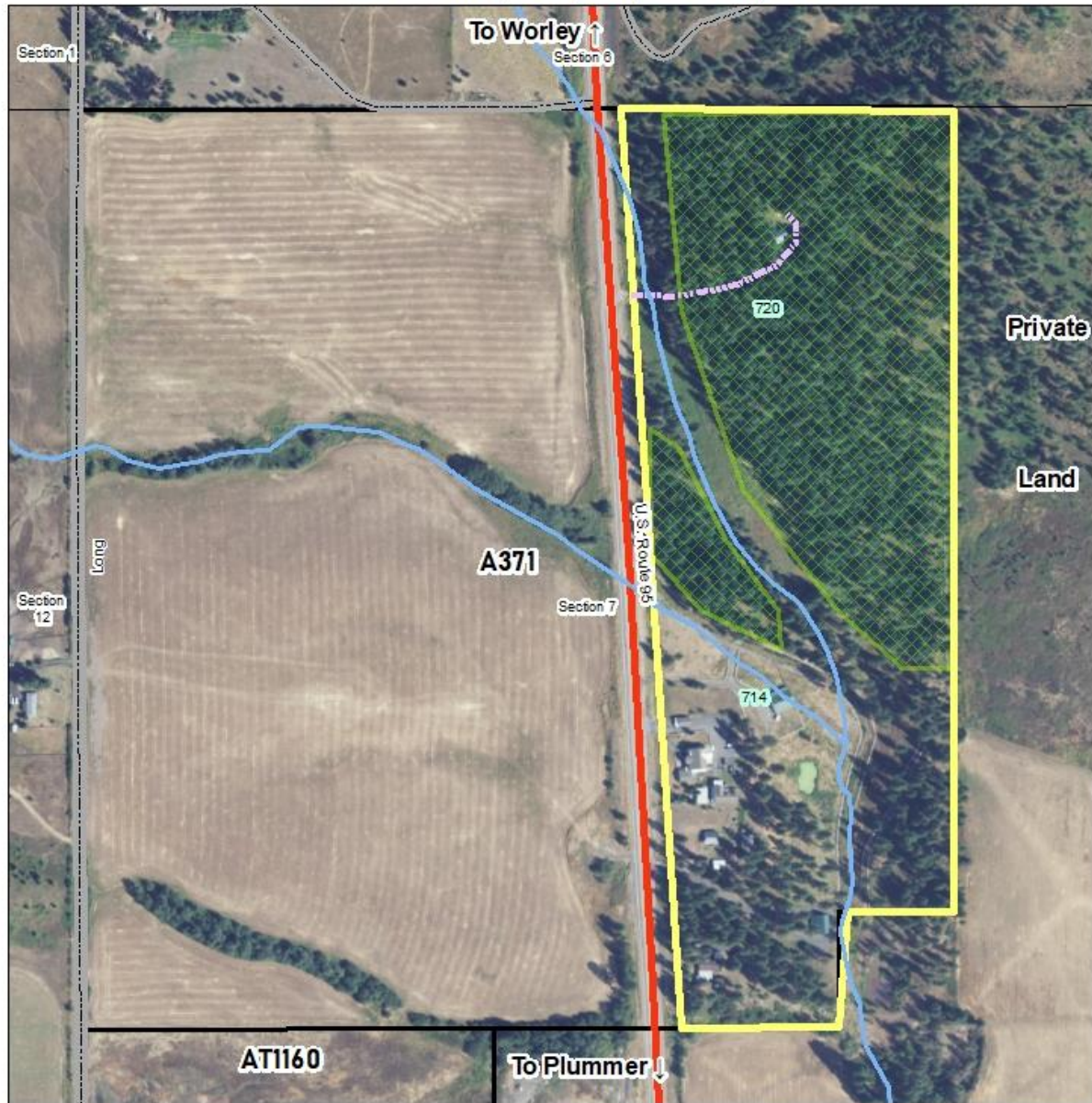
Powers of Attorney on File
(Allottee Legal Representative)

APPROVING OFFICER

Approved: _____, _____
(Month and Day) (Year) (Name)

(Title)

Exhibit A: Stubby Lake Logging Unit Map
E½NW¼ of Section 7, T46N, R4W, Benewah, Boise



Legend	
	Perennial Streams
	Intermittent Streams
	Primary Roads
	Access Road
	Logging Unit
	Allotments
	Timber Harvest Area
	CFI Plots

The information depicted on this map is the result of digital analysis performed on a database consisting of information from a variety of governmental and other credible sources. The accuracy of the information presented is limited to the collective accuracy of the database on the date of the analysis. The information is believed to be accurate and reasonable efforts have been made to ensure the accuracy of the map. However, the Coeur d'Alene Tribe expressly disclaims responsibility for damages or liability that may arise from the use of this map. This product is the property of the Coeur d'Alene Tribe and its use is thereby restricted. In particular, only those parties who have received express written permission from the Coeur d'Alene Tribe may disseminate, copy, publish or release the information contained herein.

Map made by C Niver on 4/7/2021



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 For information on this map or other maps please contact at criver@cdatribe-nsn.gov

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