

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

Master   
Tribal   
Allotment

PART A

Contract No. F18C23424

**TIMBER CONTRACT FOR THE SALE OF ESTIMATED VOLUMES**

Shippnuntm 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 Felix Louie A634

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 Acting Superintendent, Coeur d'Alene Agency

or an authorized representative is hereinafter called the Approving Officer.

(b) **Superintendent.** The Acting 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 SE $\frac{1}{4}$  of Section 31, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

And includes the following approximate area:

	Area Within Logging Unit Boundary, Acres	Area to be Logged Acres
<b>Tribal</b>	<b>0.0</b>	<b>0.0</b>
<b>Allotted</b>	<b>160.1</b>	<b>92.4</b>
<b>Other</b>	<b>0.0</b>	<b>0.0</b>
<b>Total</b>	<b>160.1</b>	<b>92.4</b>

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 AND WHITE PINE—SAWLOGS	MBF	0.0	140	140
DOUGLAS-FOR AND OTHER SPECIES—SAWLOGS	MBF	0.0	90	90
MIXED FIR SPECIES—TONWOOD (OPTIONAL REMOVAL, GROSS SCALE PER TON)	TON	0.0	230	230
PULP AND OTHER WOOD PRODUCTS (OPTIONAL REMOVAL, GROSS SCALE PER TON)	TON	0.0	UNESTIMATED	UNESTIMATED
<b>TOTAL SAWLOGS</b>				

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 \$16,000.00  
 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 AND WHITE PINE-SAWLOGS	MBF	\$
DOUGLAS-FIR AND OTHER SPECIES – SAWLOGS	MBF	\$
MIXED FIR SPECIES—TONWOOD (Optional Removal, Gross Scale per Ton)*	TON	\$25.00
	TON	\$2.00
PULP AND OTHER WOOD PRODUCTS (Optional Removal, Gross Scale per Ton)**		

\*Conversion rate equals 6.3 tons per MBF

\*\*Conversion rate equals 5.0 tons per MBF. This rate will be applied to cull logs scaled at manufacturing sites.

(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.** None for this sale.

(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

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 AND WHITE PINE – SAWLOGS	8.0	5.51	33⅓	10	2
DOUGLAS-FIR AND OTHER SPECIES SAWLOGS	8.0	5.51	33⅓	10	1
MIXED FIR SPECIES – TONWOOD	16.0	4.00	33 1/3	*	*
ALL SPECIES – PULP LOGS	**	**	**	**	**

\*MIXED FIR 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..

**A12. Designating Timber for Cutting.**

- (a) Cut Tree Marking. Trees to be cut are designated by BLUE paint marks on the bole of tree and a butt mark below stump height. All trees so marked shall be cut and tested for merchantability.
- (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 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 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.

#### **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 allowed 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, 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. Logs skidded into landings must be compactly decked and separated from slash. Other species of cull logs not hauled shall be placed in a manner to allow burning.

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) All roads within the sale area used for log hauling shall be maintained to control erosion during the operating season, including prevention of berms and ruts. At the completion of operations, the Purchaser shall smooth and out-slope the road surface and install rolling dips and/or water bars as specified by the Officer in Charge. Final maintenance may include removing berms, filling in ruts and mud holes, and blading the road surface. All road maintenance must be completed prior to moving equipment from the logging unit.

### 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 "SHIP" 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 written request, 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.
- (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 ("A634") 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.

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 12 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. Any logging debris that falls on the adjacent agricultural field shall be cleaned up and removed completely promptly after such debris falls on the ag field.
- (h) **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.

- (i) 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.
- (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) 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 streams and/or wet areas 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 seasonally prior to move-in and documented/recorded. 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. Documentation and/or proof of equipment washing may be needed according to the Officer in Charge.
- (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 complete a TERO compliance plan and provide a notification approved by the Coeur d'Alene Tribal Employment Rights Ordinance Director before cutting begins.



- (r) Licensed flagers, road signs, and tree winching will be required whenever conditions warrant. Sufficient warning signs shall be placed on Louie Lane, the main logging road, and on US Highway 95 as directed by the Officer in Charge.
- (s) If the Purchaser chooses to log after snowfall, all obligations for snow plowing 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. Logging activities on or around the adjacent agricultural land will require prior authorization before use. No activities shall occur on the crop field during active wheat harvesting or while crops are still growing.
- (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

**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**

\_\_\_\_\_  
(Allottee Legal Representative)

**APPROVING OFFICER**

Approved: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(Month and Day) (Year) (Name)

\_\_\_\_\_  
(Title)

### Exhibit A Logging Unit Map



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 Produced by Coeur d'Alene Tribe Forestry on 9/9/2022  
 File Name: Z:\Documents and Settings\criver\My Documents\ArchMaps\A634.mxd  
 For information on this map or other maps please contact criver@ctdtribe-mn.gov  
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Map made by C Niver on 9/9/2022

LEGEND	
	Perennial Streams
	Intermittent Streams
	Primary Roads
	Four Wheel Drive Roads
	Harvest Area
	Allotments
	Sections