

REQUEST FOR PROPOSALS (RFP)
FLATHEAD INDIAN RESERVATION, MONTANA

JOCKO BLOWDOWN SALVAGE AND WOOD DELIVERY to
JOCKO RIVER BISON RANGE REACH RESTORATION PROJECT

CONFEDERATED SALISH AND KOOTENAI TRIBES
DIVISION OF ENGINEERING AND WATER RESOURCES

The cover form shall be submitted with a service provider's response to this RFP. Failure to submit the cover form is grounds to disqualify a submittal.

COMPANY INFORMATION:

COMPANY NAME	
MAILING ADDRESS	
CITY/STATE/ZIP	
TELEPHONE	
INDIAN PREFERENCE	

SUBMITTAL SIGNATURE:

I have read and understand the requirements for CSKT DIVISION OF ENGINEERING AND WATER RESOURCES REQUEST FOR PROPOSALS Jocko Blowdown Salvage and Delivery to Jocko River Bison Range Reach Restoration project and agree to provide the required services in accordance with the RFP and its contents.	
Submitted by (Printed Name):	
Title:	
Signature:	

INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume Confederated Salish and Kootenai Tribes (CSKT) or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with CSKT. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, cost proposal, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are not accepted.

The following items MUST be included in the response to be considered responsive. Failure to include any of these items may result in a nonresponsive determination or point deductions.

- A signed RFP cover sheet.
- Signed Cost proposal form.
- RFP Response Form, including point-by-point responses to the offeror qualifications and information requirements.
- Indian Preference Certification, if applicable
- CSKT Debarment Form

Number of Copies and Due Date. Offerors must submit one electronic PDF copy of the complete package as described here via email to Tabitha.Espinoza@cskt.org. An additional signed, hard copy submission is *optional* and can be sent to the address listed below. **Electronic copies of the Proposals must be received on August 21, 2025, prior to close of business 5:30 p.m., local time.** Proposals received after this time will not be accepted for consideration. Facsimile submissions are not acceptable.

Point of Contact:

Tabitha Espinoza, Restoration Program Manager
PO Box 278, Pablo, Montana 59855
(406) 675-2700 Ext. 7238
Tabitha.Espinoza@cskt.org

SCHEDULE OF EVENTS

- | | |
|---|------------------|
| • RFP Issuance Date | 7/31/2025 |
| • Bidder questions due | 8/11/2025 |
| • CSKT answers and/or addenda posted online | 8/14/2025 |
| • Proposal Due Date | 8/21/2025 |

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- Intended Date for Contractor Selection 8/28/2025

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

SOLICITATION NOTICE

Notice is given that the CSKT Natural Resources Department has released this Request for Proposals and will be accepting proposals until 5:30 PM Mountain Time, August 21, 2025, from qualified contractors to provide services, equipment, labor and materials for blowdown salvage and wood delivery services for the Jocko River Bison Range Reach (JRBRR) restoration project on the Flathead Indian Reservation. The CSKT project manager will be the responsible contracting officer representative for all contract-related matters.

CSKT intends to award a Small Project Agreement (Attachment 1). Offerors shall familiarize themselves with the contract requirements as part of the bidding process. To be selected, contractors must be able to demonstrate that they will be able to deliver the material to the project on the timeline specified.

Contractors receiving contract awards shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, and their experience **must** be included in the proposal. The Contractor shall be responsible to CSKT for the acts and omissions of all subcontractors, or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and CSKT. If the prime contractor elects to utilize subcontractors, payment bond will be required at the time of contract award.

INDIAN PREFERENCE

This is an Indian Preference RFP. Tribal contractors who wish to receive Indian Preference must obtain certification by CSKT Indian Preference Office as a legitimate Indian-owned business prior to submission of a response to this RFP. In order to claim Indian Preference, proof of Indian Preference Certification must be included with the response in the form of a copy of the certificate issued by the Indian Preference Office. Be advised, evidence of membership or affiliation with a tribe does not constitute Indian Preference certification. The selection of the successful Offeror and award of this Project will be per the provisions of the CSKT Indian Preference Ordinance 101A. It is the sole responsibility of the Offeror to obtain and provide proof of Indian Preference certification from the Indian Preference Office. For more information on Indian Preference certification, contact Melinda Charlo at (406) 675-2700 extension 1045.

PROJECT OVERVIEW

The CSKT are implementing a large-scale restoration project on the Bison Range Reach of the Jocko River located upstream from Sčilíp (formerly Dixon), Montana in Sanders County as displayed in Figure 1. The JRBRR project is intended to restore approximately 2.8 miles of the Jocko River by reconstructing a new channel within historic meander sequences and restore wetland and floodplain habitat along both the restored river and abandoned channel. Restoration treatments include large wood structures, vegetated wood matrix structures, and floodplain roughness that require various size classes of wood materials as a component.

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The work accomplished under this RFP would provide services to salvage and deliver blowdown trees from two units within the Jocko Blowdown Area (Figure 2) to supply wood materials needed for the various restoration treatments at the restoration project.

CSKT is seeking contractors to provide the following services:

- Salvage and transport various size classes of blowdown trees with rootwads and brush attached (shown in Section 3, Table 1) during the fall of 2025 and winter of 2026.
- Deliveries to the restoration project area must start by at least November 1, 2025 but can begin as soon as the contract is signed by all parties. All deliveries in the quantities shown in table 1 must be made to the JRBRR Project by March 1, 2026, unless agreed to in writing a month in advance by CSKT.
- The contractor will be responsible to harvest all the blowdown trees specified in Attachment A to the Contract. There may be surplus wood beyond the quantities needed at the JRBRR project. It will be the responsibility of the contractor to remove that surplus wood from the forest. NRD will not accept surplus wood beyond what is specified in Table 1 at the JRBRR Project.

CSKT NRD has paid stumpage for the predetermined volume of wood available for harvest, Timber Stand Improvement, and Roads charge to CSKT Forestry. Proposals do not need to account for this cost, just harvest and delivery.

A more complete description of the services sought for this project is provided in Section 3 Scope of Work and the Contract documents (Attachment 1). This RFP and associated items can be found on the CSKT Water Compact website at <https://www.csktwatercompact.com/documents-and-links/>.

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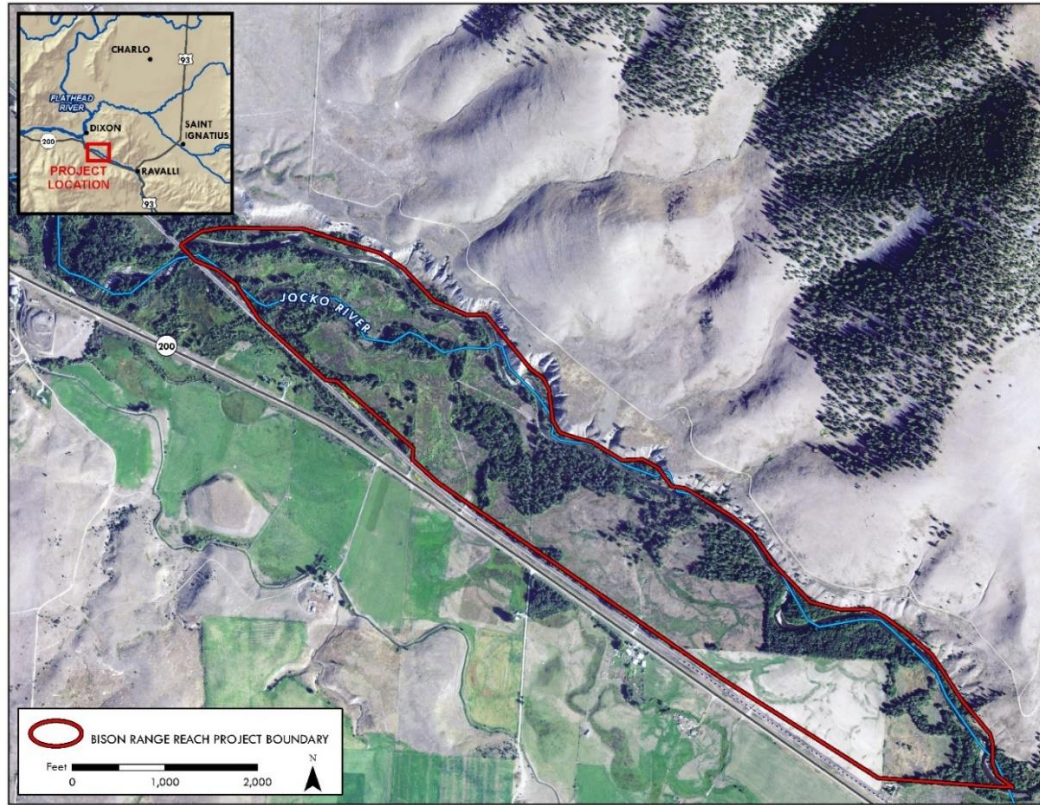


Figure 1. Overview of Jocko River Bison Range Reach restoration project location.

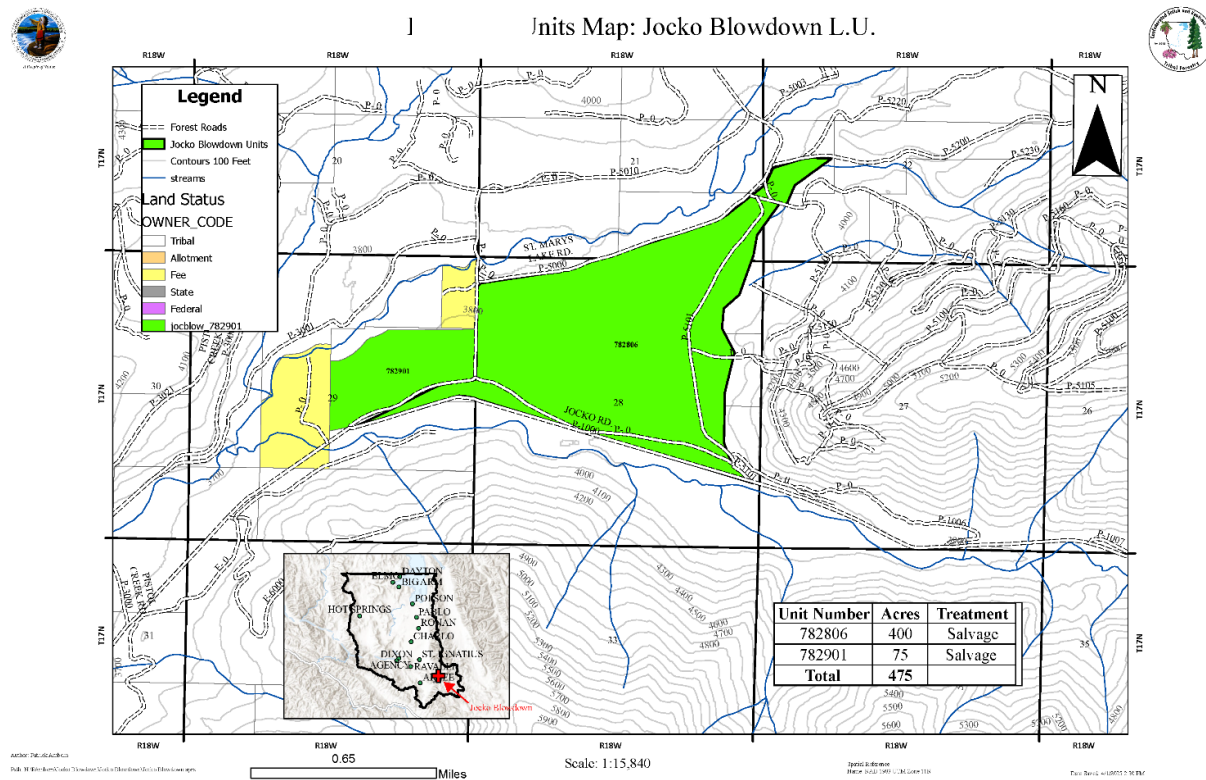


Figure 2. Jocko Blowdown Salvage Units

SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until an offeror(s) is selected and the selection is announced, all contact regarding the project shall be directed to:

Tabitha Espinoza, Restoration Program Manager
Division of Engineering and Water Resources
(406) 675-2700 Ext. 7238
Tabitha.Espinoza@cslt.org

QUESTIONS AND ANSWERS

CSKT answers to questions and/or addenda will be posted to the project website according to the schedule of events at the following link <https://www.csktwatercompact.com/documents-and-links/>. It is the responsibility of the contractor to ensure they have reviewed and understand any and all answers/addenda that are issued.

PRE-CONTRACTUAL EXPENSES

Respondents are responsible for all costs incurred prior to issuance of a fully executed contract. All material submitted regarding this RFP will become the property of the CSKT and will only be returned to the respondent at the CSKT's discretion.

SECTION 2: EVALUATION PROCESS

EVALUATION OF PROPOSALS

All proposals will initially be classified as either "responsive" or "nonresponsive." Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal does not address the specific scope of work items described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

An evaluator/evaluation committee will evaluate responsive proposals and recommend whether to award contract(s) to the highest scoring offeror(s) or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror(s).

EVALUATION CRITERIA

CSKT will award contract(s) to offeror(s) with the best value bid to the CSKT, based on several factors outlined here. All responsive proposals will be evaluated based on a combination of offeror's references; past performance; method of providing services; Indian Preference score, and cost outlined in its proposal.

PROJECT SCHEDULE AND MILESTONES

Project milestones for all stages, and each area of work, have been identified. These milestones are critical given the amount of work to be accomplished and the construction timelines for the JRBRR. Any delays caused by Contractor(s) may be grounds for termination of a contract and/or assessment of liquidated damages. Project milestones and key dates include the following:

- | | |
|--|-------------------|
| • Deliveries to JRBRR begin on or before | November 1, 2025 |
| • Final delivery of wood materials to JRBRR | March 1, 2026* |
| • Remove designated forest products from Blowdown units on or before | July 31, 2026 |
| • Complete all other contract requirements on or before | December 31, 2026 |

*The final delivery date to JRBRR cannot be modified without written consent by CSKT at least 30 days prior to deadline.

CSKT'S RIGHT TO INVESTIGATE AND REJECT

CSKT may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. CSKT reserves the right to accept, reject, or negotiate any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy CSKT that the offeror is properly qualified to carry out the obligations of the contract. This includes CSKT's ability to reject the proposal based on negative references, including poor efficiency or experience with operator skills or in previous project performance. Qualified personnel listed for specific tasks will be expected to perform as such.

CSKT expressly reserves the right to:

1. Reject all responses and re-advertise the Request for Qualifications, with or without amended requirements
2. Base the scoring on compliance with this document, Indian Preference, responder experience and other factors
3. Reject any response in whole or in part if it is found in the public interest to do so
4. Waive informalities and irregularities in a response

Furthermore, CSKT reserves the right to withdraw this Request for Proposals at any time.

SUBMITTALS

Upon notice of selection, the bidder must provide the following documents immediately. If the bidder fails to provide required documents within 10 business days, CSKT retains the right to begin negotiations with the next best offeror.

- Current W-9 Form
- Proof of current worker's compensation insurance or proof of valid exemption*
- Proof of current general liability (or commercial) and automobile insurance*
- Indian Preference Compliance Plan, if applicable
- Performance Bond*
- Payment Bond if subcontractor utilized*

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*Review draft contract in Attachment 1 for specific information regarding bond and insurance requirements

SECTION 3: SCOPE OF WORK

This Scope of Work describes the Tasks to be performed under the Jocko Blowdown Salvage and Wood Delivery to support implementation of the JRBRR restoration project. Tasks include salvaging roughly 2,200 tons of blowdown trees from 475 acres of the Jocko Blowdown, Units 782806 and 782901 (Attachment 1, Exhibit A), safely transporting and delivering various sizes of wood as specified to the JRBRR Restoration project (Figure 1), and removing any designated forest products not used for JRBRR from the forest. The harvest site is located approximately 9 miles east of Arlee, Montana in Lake County, roughly between roads P-1000 and P-5000 in the Jocko Prairie area. The restoration project site is approximately half way between Ravalli, MT and Scilip (formerly Dixon), Montana in Sanders County along Hwy 200. The wood material delivered will be used to construct banks and floodplain features, and must be delivered according to these specifications and timelines, or according to instruction from the project manager and/or engineer. More detail on project requirements can be found in the draft contract documents (Attachment 1).

WOOD SPECIFICATIONS, HANDLING AND PROCESSING REQUIREMENTS

Description: Work consists of harvesting and transporting wood needed for the JRBRR Phase 2 Restoration Project. Wood quantities and specifications needed are summarized in Table 1. The contract for harvest at Jocko Blowdown Units may supply **up to** the amount in the table below. In the event these quantities or size classes are not available within the given units, the contract may be modified to include additional harvest areas and the Contractor will have opportunities to negotiate bid accordingly. Owner will coordinate between Construction Contractor and Logging Contractor to ensure adequate wood quantities are delivered to the project, and we don't deliver more than will be used. Preferred tree species, handling and processing instructions are summarized below.

Table 1. Estimated wood quantities and specifications.

Wood Type	Quantity	Diameter	Length	Root Ball	Limbs
Category 1 Wood	180	12-18 inches	20-25 feet	Yes 3 ft. min. dia.	No
Category 2 Wood	42,000	6-12 inches	15-20 feet	Optional	Yes

PREFERRED TREE SPECIES

Preferred species for the restoration project include cottonwood (if available) and a mix of native conifers including douglas fir, ponderosa pine, lodgepole pine, spruce and juniper.

HANDLING AND PROCESSING REQUIREMENTS

Contractor shall minimize handling of trees to preserve bark, limbs/branches, and root balls. Broken tree ends are acceptable and preferred to sawn ends for natural appearance and additional roughness.

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Category 1 Wood consists of 12-18-inch diameter trees with a stem length of 20-25 feet (excluding root ball) with intact root ball. Whole trees shall be pushed with a tracked excavator (or other method) to preserve root balls to the greatest extent practical. Stem length shall be measured from the point where the tree stem tapers to the root ball. **Category 2 Wood** consists of 6-12 inch diameter trees with a stem length of 15-20 feet. Root balls are optional but preferred. Contractor shall handle, process and deliver Category 2 Wood to retain branches and limbs to the greatest extent practical.

WOOD STAGING

Contractor will stage material at the designated project staging area or as directed by CSKT or Owner's representative. Materials shall be separated according to wood category (Category 1, Category 2, Category 3) for processing by restoration contractor.

WOOD SALVAGE REQUIREMENTS AT JOCKO PRAIRIE BLOWDOWN UNITS

HARVESTING REQUIREMENTS

Definition of Treatment: Salvage- Removal of all, or most, merchantable trees that were uprooted or experienced wind snap. In addition, trees showing a lean of 15% or more or show root pull may be removed. Trees that have snapped may be pushed over with an excavator and removed with the root wad intact, if they meet the specifications required by the JRBRR. All holes created by root wad extraction will be filled by first shaking free any soil and rocks, then smoothing the area over. Retention trees will at minimum adhere to the 2+2 snag retention guideline, except within 200 feet of any road.

Tree harvesting should be done with excavators, pushing wind snapped trees marked in blue over to retrieve root wads. Windthrow trees will be utilized with root wads intact as well. Broken pieces from wind snapped trees can also be removed. For any excess wood material harvested that is not contributing to the Jocko River Bison Range Reach project, contractor will need to utilize a whole tree skid method (ground based).

Timing of these treatments will be fall/winter/summer of 2025/2026 (though delivery timelines for wood to the JRBRR are tighter- see milestones).

Any slash that is produced from processing on site will need to be piled and burned the following burn season. In addition, Contractor will be required to comply with BIA Contract Part B Standard Provisions and select provisions from Part A. Those are included in the contract documents Attachment A.

The proposed project will remain consistent with the FMP (CSKT 2000) guidance on road standards, visual considerations, wildlife security guidelines, BMPs, snag retention, and forest health concerns. The project will comply with mitigation measures and other requirements in the Eva Paul Delaware Environmental Assessment (EA) (BIA, 2019) and the Jocko Blowdown Salvage Supplemental EA (BIA, 2025). Both documents are available upon request.

TRANSPORTATION PLAN

Main haul roads include the P-1000, P-3000 and P-5000 road systems. There is no need for new road construction in the Jocko Blowdown Project Area. Current Road Density will remain the same. Safely

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transporting wood material is a Contractor responsibility. CSKT recommends use of a side dump to transport rootwad trees, but selecting appropriate and safe equipment is a Contractor responsibility.

The contract documents (Attachment 1) require minor road work in accordance with sections A12 and Attachment A to the contract.

Measurement for all work will be ticket numbers provided by the Contractor, and approved by both the Forest Officer in Charge (FOIC) and the DEWR representative. The Contractor will not have opportunity to scale each load before transporting to the JRBRR. Contractor should consider the size classes needed, the necessary equipment, how many loads it will require to deliver the required amounts, unloading and sorting time, and any other costs to determine a per load bid price.

Payment for wood will be based on an agreed-upon rate per full load, and contract will specify a not-to-exceed amount based on the total bid price.

OTHER WORK REQUIREMENTS

Payment for required road work, as specified in Contract Attachment A, will be based on an agreed-upon lump sum payment at completion of the work, as accepted by the Owner.

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SECTION 4: COST PROPOSAL FORM

Quantities: The number of quantities are estimates only and will be the basis for evaluation of bids. Final quantities for specific line items will be established during development of a contract and scope of work with the offeror(s) selected for the project.

	Unit	Quantity	Unit Price	Totals
Category 1 and 2 Wood	Load			
Roads: Light Preparation	Lump sum	1		
Roads: Periodic and Final	Lump sum	1		
Quote Total				

Total Bid Price (in words): _____

Offeror:

Company Name _____

Address _____

Telephone _____

Date _____

Contact Name _____

Signature _____

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

SECTION 5: RFP RESPONSE FORM

(USE ADDITIONAL SHEETS AS NECESSARY)

OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order to determine the capabilities of an offeror to perform the services specified in Section 3, the offeror must respond to the following regarding its ability to meet contract requirements.

NOTE: Each item below must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

1. **Proposal Documents**. Offeror must provide:

- a. signed copy of the RFP Cover Sheet,
- b. complete cost proposal form (Section 4),
- c. signed CSKT Debarment Form, and
- d. Indian Preference Certification, if applicable.

2. **References**. Offeror shall provide a minimum of two, but no more than four, references for the type of services proposed in this RFP. The offeror shall provide the following details for each reference:

- a. the customer's name,
- b. the location where the supplies and/or services were provided,
- c. contact person(s), customer's telephone number, and
- d. a description of the project type, and dates the services were provided.

These references may be contacted to verify offeror's ability to perform the contract. CSKT reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

3. **Resumes/Company Profile**. Offeror shall provide:

- a. a narrative describing how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name, and
- b. resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area must be provided for all key personnel who will be involved with any aspects of the contract.

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4. **Experience/Project Examples**. Offeror shall provide a complete description of at least 3 relevant past projects, to include:

- a. project name,
- b. location, and work performed (photographs of proven work is encouraged if possible), and
- c. size and duration of project.

5. **Method of Providing Services**. Offeror shall describe proposed means and methods for harvesting and transporting the wood material to the project site, equipment proposed, and estimated level of effort associated with the work. Method shall include an assessment of the amount of Category 1 and 2 wood available in the given units and how many loads will be required to meet the need at the JRBRR site. This assessment will detail whether offeror thinks there will be surplus wood at the Jocko Blowdown units and your plan to meet the contract requirements for removing any remaining designated forest products and other contract obligations, per Attachment 1. If the offeror's assessment shows the Blowdown units not to have the amount required at JRBRR, state that.

Offeror shall detail their proposed schedule and how they will meet the timelines required of the project.



DEBARMENT AND SUSPENSION CERTIFICATION

1. All persons or firms, including sub-consultants, must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with Commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to CSKT.

If there are any exceptions to this certification, note the exceptions in the following space and attach a detailed explanation to this document.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

NOTE HERE

Name of Firm

Signature

Date

--

SMALL PROJECT AGREEMENT

This Agreement entered into on the ____ day of _____, 2025 ("Effective Date") is by and between **the Confederated Salish and Kootenai Tribes-NRD, Division of Engineering and Water Resources- Restoration Program** ("Owner" or "DEWR") and **[name of contracting entity]** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to complete the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Jocko Blowdown Salvage and Wood Delivery includes salvaging roughly 2,200 tons of blowdown trees from 475 acres of the Jocko Blowdown, Units 782806 and 782901, safely transporting and delivering various sizes of wood as specified to the Jocko River Bison Range Reach Restoration project (JRBRR), and removing any designated forest products not used for JRBRR from the forest, as described in the Request for Proposals.
 - 2. The Site of the Work areas are described in greater detail in the Contract Documents but generally described as 1) the Jocko Blowdown harvest site is located approximately 9 miles east of Arlee, Montana in Lake County, roughly between roads P-1000 and P-5000 in the Jocko Prairie area, and 2) The JRBRR project site is approximately half way between Ravalli, MT and Scilip (formerly Dixon), Montana in Sanders County along Hwy 200.
 - 3. This Agreement is subject to a Prime contract between the CSKT Natural Resources Department (NRD) and CSKT Forestry to purchase a predetermined volume of 2,190 tons of forest products from units 782806 and 782901. The products include wood material including blowdown trees with rootwads and limbs attached. This Agreement will not include payment for stumpage rate, timber stand improvement, nor road charge, as those fees have been paid through the Prime contract by NRD. This Agreement is a subcontract to perform harvest and delivery to an NRD project site on the Jocko River.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Program Manager. This Contract supersedes all other negotiations, representations, and agreements, whether written or oral. In the event of any inconsistency between the terms of this Agreement and the documents referenced, incorporated, or invoices submitted, the terms of this Agreement prevail. The

Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

- B. During the performance of the Work and until final payment, Contractor shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Owner's Program Manager who will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Program Manager will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Attachment A.
 - a. Applicable Sections of BIA Predetermined Volume Contract, Part A
 - b. BIA Contract Part B Standard Provisions
 - c. Exhibit A Units Map: Jocko Blowdown L.U.
 - d. Exhibit B.1 Roads Map: Jocko Blowdown L.U.
 - e. Exhibit B Road Specifications and Requirements
 - f. Exhibit D General Scarification and Slash Disposal Specifications
 - 3. Contents of the RFP, specifically Section 3, Scope of Work.
 - 4. Contractor's Proposal.
 - 5. The following which may be delivered or issued before or after the Effective Date of the Contract:
 - a. CSKT Performance Bond form
 - b. CSKT Payment Bond form, if applicable
 - c. CSKT Invoice Certification and Request for Payment Form
 - d. Change Orders form

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. None.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Contractor must deliver all specified wood material to the JRBRR by March 31, 2025, unless agreed to in writing by the Owner at least 30 days prior to deadline. This will define substantial completion.

- B. The Contractor must cut all forest products before July 31, 2026, and all other contract obligations must be completed on or before December 31, 2026.

4.02 Liquidated Damages

- A. Contractor must pay liquidated damage amounts to cover loss or damage.
- B. liquidated damage amounts are specified in Attachment A, Section A9 (e).
- C. A penalty for not meeting the contract timeline may be utilized in accordance with Attachment A, Section A13 (c).

4.03 Delays in Contractor's Progress

- A. If Owner, Program Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Program Manager for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Program Manager.
- B. The Contractor shall update and submit the progress schedule to the Program Manager as requested. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Category 1 and 2 wood	Load			

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
2	Roads: Light Preparation	Lump Sum	1		
3	Roads: Periodic and Final	Lump Sum	1		
Total Not-To-Exceed Price					\$ total

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. For item 1, payment will be made for actual loads delivered to the JRBRR. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed.

ARTICLE 6 - BONDS, INSURANCE, AND OTHER REQUIRED DOCUMENTS

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in the amount of **\$3,000.00**, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before this Agreement is signed, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State: Statutory

Employer's Liability:

Bodily Injury, each Accident \$ 500,000.00

Bodily Injury By Disease, each Employee \$ 500,000.00

Bodily Injury/Disease Aggregate \$ 2,000,000.00

b. Commercial General Liability:

General Aggregate \$ 2,000,000.00

Products - Completed Operations Aggregate \$ 2,000,000.00

Personal and Advertising Injury \$ 2,000,000.00

Each Occurrence (Bodily Injury and Property Damage) \$ 2,000,000.00

c. Automobile Liability herein:

Combined Single Limit of:

\$ 2,000,000.00

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's policies shall include and list Owner and USA/BIA and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

6.03 Other Documentation Required

- A. Within five (5) business days of notice of contingent award, Contractor shall provide the following, necessary for CSKT contract administration:
- Proof of Insurance
 - Workman's Compensation

- Completed W-9 form
 - Confirmation of submission of Indian Preference Compliance Plan to the Indian Preference Office (within 10 business days)
- B. Once received in complete form, Owner will issue a DocuSign link for contract execution. Owner will return one fully executed counterpart of the Agreement, together with a printed or electronic copy of the Contract Documents.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall at all times maintain good discipline and order at the Site.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. No hauling will be permitted over the weekends.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes/Fees

- A. Contractor shall give all notices required by and shall comply with all local, state, tribal and federal Laws and Regulations applicable to the performance of the Work, including **CSKT Indian Preference Ordinance**. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Program Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes or fees Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Not used.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Not used.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Program Manager.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site access and easements required for the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall provide a sale administrator through Forestry Department, and the Forest Manager will serve as the Officer in Charge of all harvest activities.
- G. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, procedures, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- H. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

- A. Not used.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except

in an emergency), notify Program Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Program Manager will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Program Manager's findings, conclusions, and recommendations.
- C. Program Manager shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Program Manager promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to the Tribal Court of the Confederated Salish and Kootenai Tribes.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**13.01 Tests and Inspections**

- A. Owner and Program Manager will have access to the Site and the Work at reasonable times for their observation and/or inspection. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Program Manager timely notice of readiness of the Work for all required inspections, and shall cooperate with inspection personnel to facilitate required inspections.
- C. If any Work that is to be inspected or approved is covered by Contractor without written concurrence of Program Manager, Contractor shall, if requested by Program Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Program Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR**14.01 Progress Payments**

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Program Manager. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment using **CSKT Invoice Certification Form**, no more frequently than monthly, to Program Manager **Tabitha Espinoza**. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. Not used.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Program Manager will process for payment or return the application for payment to Contractor indicating in writing Owner's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Program Manager will recommend reductions in payment (set-offs) which are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Not used.

14.06 Substantial Completion

- A. The Contractor shall notify Owner in writing that the Work is substantially complete. Contractor shall at the same time submit to Owner an initial draft of punch list items to be completed or corrected before final payment.
- B. Owner will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Owner considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Owner will provide in writing a notice of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Program Manager will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment; and
 - 3. A list of all disputes that Contractor believes are unsettled.
- C. The Work is complete (subject to surviving obligations) when it Owner issues final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 14.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS**16.01 Contractor Representations**

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

- c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Program Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Program Manager is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, nor any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law laws of the Confederated Salish and Kootenai Tribes to the extent not superseded or pre-empted by federal law. In the event of legal action, the parties agree and covenant that the exclusive forum to hear such cause or enforce such obligation shall be the Tribal Court of the Confederated Salish and Kootenai Tribes. Nothing in this agreement shall be interpreted as waiving the sovereign immunity of the Confederated Salish and Kootenai Tribes.

17.07 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.08 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.09 Performance of Work by the Contractor

- A. The Contractor shall perform on the site, and with its own organization, work equivalent to at least **60 percent** of the total amount of work to be performed under the contract.
- B. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Owner determines that the reduction would be to the advantage of the Tribes.

17.10 Audit and Records

- A. The Contractor, upon written request of the Tribes, shall make available financial records pertinent to its performance of this Agreement for the purposes of financial audit.
- B. The Contractor agrees that the Tribes or any of its duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any of the Contractor's records related to this Agreement.

17.11 Officials Not to Benefit

- A. No member of or delegate to Congress, Tribal Council member, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

17.13 Notices

All notices required or permitted under this Agreement shall be signed and in writing, and shall be delivered to the party to be notified in person or by depositing the same in the United States mail, certified, to the appropriate following address:

Owner - Confederated Salish & Kootenai Tribes	Contractor – name
Attn: NRD-DEWR Tabitha Espinoza, Restoration Program Manager	Attn: name
PO Box 278	address
Pablo, MT 59855	address

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IN WITNESS WHEREOF, Owner and Contractor have executed this Agreement on the date first written above.

CONTRACTOR:

Contractor

Date

Name, Title

email@email.com

CONFEDERATED SALISH AND KOOTENAI TRIBES:

Department Head

Date

Director

Date

Executive Officer

Date

Tribal Council Chair

Date

ATTACHMENT A

BIA Contract Part A: Applicable sections

BIA Contract Part B Standard Provisions

Exhibit A Units Map: Jocko Blowdown L.U.

Exhibit B.1 Roads Map: Jocko Blowdown L.U.

Exhibit B Road Specifications and Requirements

Exhibit D General Scarification and Slash Disposal Specifications

DRAFT

Applicable sections from the United States Department of the Interior, Bureau of Indian Affairs, Predetermined Volume Contract - Part A.

**Original document numbering retained for ease of reference

A7 Sale Area Description

Unit Description. This unit is located in Lake County, Montana within **Part or all of Sections 21, 22, 28, and 29 of T17N, R18W, Principal Meridian Montana.**

and includes the following approximate Sale Area and Harvest Block Acres shown by Ownership Type, Tract, and Section:

Tract#	Township	Range	Section	Harvest Block Acres
T1450	T17N	R18W	Sec21	36
TR6050	T17N	R18W	Sec21	10
TR6050	T17N	R18W	Sec22	2
T2545	T17N	R18W	Sec22	12
T1029	T17N	R18W	Sec28	66
T1030	T17N	R18W	Sec28	77
T1031	T17N	R18W	Sec28	66
T1032	T17N	R18W	Sec28	64
T7009-E	T17N	R18W	Sec28	65
T1636	T17N	R18W	Sec29	14
T1637	T17N	R18W	Sec29	63
Total				475

The sale area boundary and harvest blocks are shown approximately on the map attached as Exhibit A, which is a part of this contract. The harvest block boundaries have been marked or identified as follows:

All harvest block boundaries have been identified by three vertical stripes marked with ORANGE paint facing into the cutting unit and flagged with orange ribbon. Corner sections are marked with two ribbons. Stream Management Zones (SMZ) are identified with pink or orange SMZ ribbon and three vertical stripes marked with orange paint facing into the cutting unit. There are an unknown number of blowdown trees along the access tribal roads. These trees may be processed and removed from the sale area.

A8 Designation of Forest Products for Harvest

1. Designation by prescription. The Purchaser is responsible for selecting timber to be harvested under the direction of the FOIC. Consultation with the FOIC is required before any harvest activities commences and ongoing consultation is required throughout harvesting activities. According to the Flathead Indian Reservation Forest Management Plan (Appendix P_, CSKT Snag Policy, and Standards-Wildlife# 13) the 2+2 rule for snags left per acre will be applied except within 200 feet of any road.

All units within the Jocko Blowdown Logging Unit are designated as salvage units. All merchantable trees that have been blown down will be removed. In addition, trees showing a lean of 15% or more or show root pull may be removed. Trees that have snapped may be pushed over with an excavator and removed with the root wad intact.

Jocko Blowdown Units (Each unit will receive a salvage treatment)

Unit Number	Acres	Treatment
782806	400	Salvage
782901	75	Salvage
Total	475	

A9 Volume and Payments

(a) Designated Forest Products. All forest products, living or dead, which have been designated for cutting by the BIA within the boundaries of this unit. The volume of designated forest products, which has been predetermined, the bid stumpage rates, and the total purchase price of such designated forest products are shown in the following table:

Species	Product	Unit of Measure	Predetermined Volumes			Rate per Unit	Purchase Price
			Tribal	Allotted	Total		
Ponderosa Pine and all other species	Wood Material including Root Wad	Tons	2,190	0	2,190	Lump Sum	PAID
Summary by Product and Unit of Measure							

					Total	PAID

The volume stated above was predetermined as a basis of payment from NRD. This is not a guarantee or a limitation of the volume designated for harvest.

In addition to stumpage rates, NRD has paid the Timber Stand Improvement and Roads charge.

(e) Liquidated Damage Amounts. The Purchaser must pay Liquidated Damage Amounts to cover loss or damage to the Seller. These Liquidated Damage Amounts are specified in Provision A11, A12, or A13 at the rates shown below:

Type of Damage	Contract Reference A Provision	Unit of Measure	Rate per Unit
High Stumps	B.5	Stump	\$8.00/Stump
Long Butts	B7.8	Long Butt	\$3.00/Long Butt

A10 Scaling

- (a) **Designated Forest products. No scaling of designated forest products is required. Scale data can be requested for informational purposes. •**
- (b) **Additional Forest products. None**

A11 All Slash and Cull Tree Disposal

- (a) **Specifications.** All slash work performed by the Purchaser will meet specifications contained in **Contract Exhibit D, "General Scarification and Slash Disposal Specifications."**
- (b) **Hazard and Cull Trees.** Supplementing B8.322 Purchaser shall fell designated hazard and cull trees as directed by the FOIC.
- (c) **Treatments Required.** The Purchaser is required to:
 - a. Removal of blown down and snapped trees. Excavators and rubber-tired skidders will be utilized during this treatment. Any exceptions require the approval of the FOIC.
 - b. Mechanically pile slash concentrations resulting from road construction and road maintenance. Piles shall be on the roadside and not obstructing traffic.
 - c. Logging slash concentrations will be mechanically piled in decking areas. Piles should be a minimum of 25 feet from residual leave trees to prevent damage when piles are burned.
 - d. The Forest Officer-In-Charge (FOIC) will designate and approve Log Landings.
 - e. Snapped trees may be extracted with root wads attached. All holes created by root wad extraction will be filled.

A12 All Road Construction and Maintenance

(d) The Purchaser will be required to complete' the following road work activities as indicated on **Contract Exhibit B.1. "Road Work"**, in **Contract Exhibit B "Road Specifications and Requirements"**, and as designated on the ground by the Officer-in-Charge:

(e)

(f) (a) **Light Preparation.** Initial grading and cleanout work done on existing roads that is necessary to haul logs efficiently and safely and provide for proper drainage. Light preparation must be completed and approved by the FOIC before logging begins as listed below.

(g)

Road Number	Road Work	Miles
P-5000	Light Preparation	1.96
P-5100	Light Preparation	0.11
P-5101	Light Preparation	1.07
P-5200	Light Preparation	0.20
Total		3.34

(b) Scheduled Periodic & Final Road Maintenance

There is a total **of 3.34** miles of scheduled periodic and final road maintenance that must be completed and approved by the FOIC.

Road Number	Road Work	Miles
P-5000	Periodic and Final Road Maintenance	1.96
P-5100	Periodic and Final Road Maintenance	0.11
P-5101	Periodic and Final Road Maintenance	1.07
P-5200	Periodic and Final Road Maintenance	0.20
Total		3.34

A13 Special Provisions

(h) Payments and Deposits.

a. Special Payments.

- i. **TSI.** NRD has paid Forestry the one-time rate for TSI work.

ii. **Roads.** NRD has paid Forestry the one-time rate for Roads fund.

b. **Payment Method.** N/A

- (b) **Utilization.** In addition to B7.8, excessive long butts containing a segment of wood longer than one foot but less than four feet in length and containing more than one-third merchantable volume will be paid for at **\$8.00** per piece.

Long butts four feet or longer but less than eight feet six inches containing more than one-third merchantable volume will be scaled using Forest Service National Log Scaling Handbook, FSH 2409.11, Table 2, and shall be considered waste scale and billed at rates specified in A9.

- (c) **Penalty for not meeting the Contract Timeframe.** The following adjustments to stumpage values for all sawlog species will be implemented if minimum or total sale volumes are not hauled for scaling 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	Penalty for Uncut Volume
1-30	1%/Ton
31-60	2%/Ton
61-90	3%/Ton
91-120	4%/Ton
120+	5%/Ton

An additional 1 percent per ton will be added every 30 days, after the first 30-day period, eventually capping at 5 percent per ton.

A13 Special Provisions

(a) **Logging Requirements.**

1. **Skid Trails.** Supplementing Standard B Provisions, B8.33, placement of skid trails will be designated and approved by the Officer-in-Charge prior to felling with an average spacing of 80 feet for ground-based skidding. Trees will be felled to lead with these trails.

Mechanized equipment will be restricted to these trails except when soils are dry, frozen, or covered with sufficient snow and where existing regeneration does not require protection. These conditions will be determined by the Officer-in-Charge. When these conditions exist, equipment will be allowed off the trails to hook logs. The designated trails must always be used to skid logs to landings or other decking areas.

Volumes resulting from unauthorized falling in units where skid trails have not been approved will be scaled and paid for at double the Contract stumpage rate. Any unauthorized falling outside designated units will be triple the stumpage rates.

The Purchaser will be required to construct water bars or equivalent catchment structures on skid trails when bare mineral soil is exposed on slopes greater than 15% every 100 feet.

Spacing of these structures will be determined from the Erosion control guides in Exhibit B unless the Officer-in-Charge directs otherwise.

2. **Landings.** At the Officer-in-Charge's discretion, off-road landings may be constructed. Such landings will be as small as practical, and will minimize site disturbance. Landings will not be constructed on slopes over 20%. Temporary roads to access such landings will be built as not to exceed 14 feet in width. Following harvest both the landing and access road will be reclaimed by recontouring, ripping and scattering of slash as determined by the Officer-in-Charge.
3. **Best Management Practices.** Supplementing B9.5, "Streams and Wetlands" and B9.7 "Soils", the Purchaser and his designated representatives on the sale are responsible to secure a copy of and be familiar with policy requirements detailed in the handbook titled "Forestry Best Management Practices: Confederated Salish and Kootenai Tribes". Specifically:

- No logging equipment is permitted within any streamside management zone (SMZ).
- Directional felling will be used adjacent to SMZ's to fall trees away from the SMZ.
- The Purchaser will make every effort to keep slash and soil from entering the SMZ. Any such material deposited in the SMZ shall be removed within 48 hours. No decking of logs will be permitted within the SMZ.
- Unless approved by the Officer-in-Charge, skidding down the center of dry draws will be prohibited. Skidding should occur at least 25 feet from the low point of the draw. If a dry draw must be used as a skid road, prior authorization must be granted by the Officer-in-Charge. Such draws used as skid roads will be rehabilitated after skidding as directed by the Officer-in-Charge.
- If any riparian areas, including seeps or springs, are discovered that were not delineated on the ground or known prior to sale of timber, the Purchaser shall notify the Officer-in-Charge and take precautions and measures as indicated in the above handbook.

A13 Special Provisions (Continued)

- (a) **Unauthorized Use of Abandoned Roads.** The Purchaser agrees to pay a damage penalty in the amount of \$3.00 per lineal foot of abandoned road that is opened. The Purchaser will be billed for this payment and will be required to return the road to a roughened condition and install water diversion structures as directed by the Officer-in-Charge. In special cases, the Purchaser may use abandoned roads as part of the designated skid trail system, but with the prior approval of the Officer-in-Charge.
- (b) **Operating Agreement.** Supplementing B12.21, the Purchaser agrees to abide by a personnel and payroll Operating Agreement prepared with the Tribal Personnel office and approved by the appropriate Tribal authority.

(c) **Tribal Ordinances.** The Purchaser agrees to abide by all Tribal Ordinances pertaining to firearms, hunting, fishing, recreation, and wood cutting.

(d) **Other Conditions.**

1. Unauthorized Cutting. 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 by his subcontractors, employees and invitees. The Purchaser agrees to pay triple stumpage for all material removed and/or damaged from the unauthorized cutting.

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

- 2. Protections of Cultural Values.** If the Purchaser, his Contracts, subcontractors, or their employees discover, encounter, or become aware of any objects or sites of cultural value on the Contract area such as historical or prehistorical 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 site upon receipt of written notice from the Superintendent.
- 3. Borax Application.** Unless otherwise agreed to in writing, the Purchaser shall treat all live Ponderosa pine stumps of 14.0 inches in diameter and greater with borax powder. The treatment shall consist of removing sawdust and other loose debris from the cut surface of the stump, including exposed wood surfaces on all sides, and shaking a light coat of borax powder uniformly over the cut surface and exposed sides at a rate of one (1) pound per 50 square feet of stump surface. Treatment shall be completed within four (4) hours of felling. The Seller shall furnish the borax powder for the Purchaser's use without charge. The Purchaser will be responsible for complying with chemical label precautions, procedures, and applicable laws.
- 4. Noxious Weed Management.** All equipment used in off-road activity including, but not limited to, loaders, skidders, and scarifiers will be washed by the Purchaser to remove all soil and plant parts, and inspected by the Officer-in-Charge prior to entering the sale area.
- 5. Hazardous Materials.** The Purchaser and the subcontractors will be responsible for complying with all pertinent Federal and State requirements for the safe use, handling, and containment of hazardous materials.
- 6. Fences.** The Purchaser and the subcontractors are liable for all damage to standing fences that result from the logging operations, the purchaser will be required to repair any damages that may occur.

A13 Special Provisions (Continued)

- (a) **Response to Fires.** B11.3 is hereby replaced by the following to state that "The Purchaser shall immediately report any and all wildland fires to the Officer-in-Charge, or the appropriate authority identified in the Fire Plan under B11.1. When called upon by the Superintendent, the

Purchaser shall make available any and all of his equipment and/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. Qualified shall mean an individual with valid Red Card qualifications as established under the Incident Qualified Command System (IQCS)."

- (b) **Rehabilitation of stump holes.** In effort must be made to rehab all stump holes created by the removal of root wads. Preferably this would be from material on site. If material is not available it should be hauled in. All root wad removal sites will need to be treated for noxious weeds.

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
CONTRACT PART B STANDARD PROVISIONS

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B1 Definitions

As used in these provisions (Part B) and in Part A of the contract to which they are attached:

Agency The Bureau administrative office having jurisdiction over the sale area.

Approving Officer (AO) The Bureau official who approves the contract or an authorized representative.

Bureau The Bureau of Indian Affairs, or the Director, Bureau of Indian Affairs (Director), or any other person or persons duly authorized to act for the Bureau of Indian Affairs or the Director.

Cultural Resources Archaeological deposits, human remains, or locations associated with Native American religious or traditional beliefs or practices.

Government The United States Government.

Harvest To cut or take forest products.

Harvest Block The area that will have harvest operations and contains the forest products designated for harvest. Harvest blocks are identified and described in contract provision A6 and on a contract map. Harvest blocks may be the same as the Sale Area or be a portion of the Sale Area.

Officer in Charge (OIC) The OIC is the forest officer of the highest rank assigned by the AO to oversee the day-to-day operations of forest product harvests, or their designated representative.

Purchaser The purchaser of forest products under the contract and any successor(s) in interest.

Purchaser's Operations All activities and use of equipment by the purchaser, purchaser's employees, agents, contractors, subcontractors, or their employees or agents, acting in the course of their employment in the Sale Area.

Regional Director The Regional Director of the Bureau of Indian Affairs or their authorized representative.

Sale Area The boundaries of the sale area are identified and described in A6 and on a contract map. The Sale Area may be only the harvest block area(s) or may be a larger area including areas adjacent to the harvest block(s).

Scaling Handbook FSH2409.11, the *National Forest Scaling Handbook* (as revised), or other scaling reference approved by the Regional Director.

Seller The Indian Tribe(s) or the individual owner(s) of the forest products sold under the contract.

B2 General Conditions

B2.1 Outstanding Indebtedness

The Purchaser agrees in the performance of this contract not to employ, or otherwise contract for, the services of any individual or business entity, which has an outstanding indebtedness to the United States resulting from harvest of forest products or damage to Indian lands or is currently debarred from federal or Tribal contracting.

B2.2 Bureau Services

The Bureau will furnish their customary services within a basic workweek of 8 hours per day for 5 days per week, exclusive of Saturdays, Sundays, and Government holidays. If additional services are requested by the Purchaser and approved by the AO, the Purchaser must pay for such services as required by the Act of July 30, 1956 (25 U.S.C. 407d).

B2.3 Performance Bond

As further guarantee of the faithful performance of the provisions of this contract, the Purchaser delivers and agrees to maintain a bond acceptable to the AO in the dollar amount stated in Part A.

B2.3.1 New Bond

If the bond expires or is determined unsatisfactory to the AO, the Purchaser must, within 30 days of receipt of demand, furnish a new bond satisfactory to AO. Any extension of time for completion of this contract beyond the original contract period may be granted only with the consent of surety on bond or delivery of a new bond.

B2.4 Entry

The Purchaser has the right to enter the land described in Part A of this contract for the sole purpose of accessing, cutting, and removing designated forest products (as defined in Part A) and performing the obligations authorized under this contract. Any unauthorized entry, occupancy, or use of Indian lands, or the unauthorized use or taking, willfully or through neglect, of Indian resources may be prosecuted according to Tribal, Federal, or State law.

B2.5 Correspondence

Notices, requests or other actions where formal written notice or report is required in the Contract provisions will be made through the AO.

B2.6 Title

Title for forest products passes to the Purchaser when the forest products have been removed from the sale area, scaled, and paid for.

B2.7 Risk of Loss

B2.7.1 Estimated Volume Sales

The risk of loss for all forest products which have been harvested, is borne by the Purchaser. The risk of loss as to all standing timber not a result of the Purchaser's acts or omissions shall remain with the Seller.

B2.7.2 Predetermined Volume Sales

The risk of loss passes to the Purchaser upon the approval of the contract.

B2.8 Interpretation of Contract

The decision of the AO prevails in the interpretation of the contract, subject to the right of appeal prescribed in Part B2.17.

B2.9 Contract Dates

The cut and pay date is the date that payment, cutting, scaling and removal of forest products from the sale area is to be completed. The Contract expiration date is the date that all contractual obligations must be completed. No contract may exceed 5 years from approval date to contract expiration date including modifications.

B2.10 Modification

The conditions of sale as stated in the contract may be modified only through a written agreement between Seller and the Purchaser prior to the expiration of the contract. Modifications become effective when approved by the AO.

B2.11 Extension of Contract Dates

If an extension of the contract date is desired, the request must be made at least 14 days prior to the contract expiration date and include an explanation of why an extension is being requested. Contract extensions may be granted for good cause at the discretion of the AO. Payment penalties may apply as determined by the AO. An extension of time for the performance of the contract is a modification of the contract and will be treated as provided for in Part B2.9.

B2.12 Assignment of Interest

The assignment by the Purchaser of any or all interest under the contract will not affect any of the obligations of the parties under the contract until the assignment has been approved by AO, after consultation with the seller.

The party to whom an interest is assigned must provide a bond as specified in the contract or obtain a commitment from the previous surety to be bound by the assignment when approved. The approval of an assignment by AO must not change the provisions of the contract. Unless otherwise provided, an assignment will not relieve the assignor of any of the responsibilities and liabilities under the contract.

B2.13 Suspension of Operations

If Purchaser's Operations threaten the Seller's or the Bureau's interests or pose a threat to public safety the OIC may suspend any portion of the Purchaser's Operations. This may occur immediately, in the field, prior to any written notice from the AO.

The AO may, after written notice to the Purchaser, suspend any of the Purchaser's Operations under the contract if the Purchaser violates any of the requirements of the contract. Any suspension notice from the AO must be delivered within 10 working days. The notice will provide the Purchaser with justification for the suspension and identify the corrective measures required. The continued failure of the Purchaser to comply with the directions in the notice will be grounds for revocation by the AO of all rights of the Purchaser under the contract. Suspension of Purchaser's Operations may be continued until the Purchaser furnishes evidence satisfactory to the OIC or AO that corrective measures have been implemented.

B2.13.1 Resumption of Operations

Purchaser's Operations suspended by the OIC may resume with written authorization from the OIC. Purchaser's Operations suspended through action of the AO may resume upon receipt of a written notice from the AO that the suspension is lifted.

B2.14 Revocation

If the Purchaser breaches terms of this contract and does not resolve the situation to the satisfaction of the AO, the AO may revoke the contract by written notice to the Purchaser. Revocation will address title and ownership of harvested material not removed from the sale area, equipment not removed, unresolved contract obligations and other items determined by the AO.

B2.15 Failure to Complete Contract

In the case of Revocation or due to the Purchaser's failure to complete the contract, the Purchaser will be liable for the depreciation in the value of designated forest products that are not harvested and removed and for any costs or expenses incurred by or caused to the Seller or the Government because of failure to complete all obligations under the contract. The amount of the depreciated value and the costs and expenses resulting from the Purchaser's failure to complete the contract will be determined by the AO. The Performance Bond may be retained for this purpose and additional collections will occur if the value of the Performance bond is insufficient to cover the costs of outstanding contract obligations.

B2.16 Termination

The contract may be terminated at any time by written agreement between the Seller and the Purchaser. Termination agreements will not become effective until approved by the AO. The Purchaser is required to fulfill any contract obligations specified in the termination agreement.

B2.17 Disputes

The Purchaser or Seller may submit, in writing, disputes of any action or decision made under the contract by the AO or the OIC in accordance with the following procedure.

2.17.1 Timeframe for Disputes

Disputes must be made in writing to the AO within 30 days of the action or decision unless the party disputing the action or decision furnishes reasons satisfactory to the AO for granting a longer time period. The AO may extend the time period as deemed reasonable.

2.17.2 Timeframe for review

The AO will have 30 days to review all pertinent information and decide. If the dispute is not resolved to the satisfaction of the parties at the Agency level, a request to review the dispute may be submitted to the Regional Director for a final decision.

B2.18 Appeals

The parties to this contract may appeal, in accordance with the regulations stated in 25 CFR Part 2, any action or decision taken by the AO.

B2.19 Application of Proceeds

If the obligations of the Purchaser have not been fully completed and accepted by the contract expiration date, any money advanced or deposited will be retained and applied toward unfulfilled obligations of the Purchaser without prejudice to any other rights or remedies of the Bureau.

B2.20 Contract Closure

Upon satisfactory completion of all terms and obligations of this contract the Purchaser will be issued a Statement of Completion, and written notice from the AO releasing them of any further liability under the contract and they will be paid any refunds due.

B3 Payments and Deposits

B3.1 Amount Payable for Forest products

All forest products will be paid for at the Contract Rates in effect at the time of scaling except as otherwise provided for in the contract.

B3.2 Method of Payment

The Purchaser will pay for the forest products covered by the contract in advance of cutting. Payments and deposits will be by electronic funds transfer, certified check, cashier's check, or postal money order and must be

transmitted to the Bureau of Trust Funds Administration or as otherwise directed by the AO. Payment for sales of predetermined volumes can be either a single payment or installment payments as specified in Part A of this contract. Payment for estimated volume sales must be in the form of advance payments and advance deposits as described below.

B3.3 Advance Payments

Advance payments are tract specific non-refundable partial payments of the estimated value of timber to be harvested. Advance payments will be credited against forest products removed from each tract at Contract Rates. If the advance payment on any tract exceeds the value of forest products harvested on that tract, the entire amount of the advanced payment is retained by the Seller.

B3.4 Advance Deposits

Advance deposits are payments made and held in an Advance Deposit account, for Estimated Volume Contracts, to maintain an operating balance against which the value of forest products to be harvested will be charged. The Purchaser must make advance deposits at such times as requested by the AO and in such amounts as required by the contract.

B3.4.1 Application of Advance Deposits

Advance deposits will be applied as payments due for Tribal and allotment timber after the approval of a scale report. No distribution of advanced deposit balances will occur until the advanced payment "credit" balance is zero for the tract ownership to be paid.

B3.4.2 Advance Deposit Balance

To compute the advance deposit balance, the estimated value of timber cut but not yet scaled will be deducted from the amount of advance deposit currently available.

B3.4.3 Suspension of Operations

If advance deposits are not received within 15 days of written requests or if the advance deposit balance is below the required minimum advance deposit balance, the AO may suspend all or any part of the Purchaser's Operations until additional deposits are received, and the balance is above the required minimum balance.

B3.4.4 Interest

The Purchaser will not receive interest earned on funds paid to, or deposited with, the Bureau pursuant to Part B3.2, except for funds returned or refunded to the Purchaser.

B3.4.5 Refund of Advance Deposits

The AO may, at their discretion, refund to the Purchaser certain advance deposit funds prior to contract closure when the Purchaser requests the refund, and: (i) Purchaser's Operations may be inactive for approximately three months or longer, (ii) the balance of advance deposits is in excess of the required minimum advance deposit balance specified in the contract, and (iii) there is not an unexcused deficiency in minimum harvest requirements. The AO will refund the total unobligated balance of advance deposits after all forest products covered by the contract have been paid for and the Purchaser has fulfilled all contract requirements.

B4 Rates of Payment

B4.1 Contract Rates

Contract Rates are the species and product unit rates identified in Part A9(a) (Predetermined) and Part A12(a) (Estimated) of the contract, or periodically determined according to procedures stated in Part A12(a) (Estimated), unless superseded by rates determined under Part B4.2.

B4.2 Other Payments

B4.2.1 Rates not Designated in Contract

If rates are not designated within the contract, the AO will approve any additional payment rates necessary.

B4.2.2 Payment for Cutting Deficiency

If the Purchaser fails to meet the minimum cutting requirements and no relief is granted, the Purchaser must pay, as liquidated damages, an amount for losses to the Seller arising from deterioration of deficient volume, delay, or loss of growth in the residual stand, delay in establishing a new stand, and

from a delay in receipt of planned income or other causes, if provided for in the contract. The volume of timber scaled during the following contract year will not be applied to the minimum requirements for that year until the existing deficiency has been made up. All timber scaled to correct a cutting deficiency must be paid for at the stumpage rates in effect at the end of the contract year in which the deficiency occurred or at the rates in effect at the time of scaling, whichever are higher, plus the liquidated damage amount, if provided for in the contract. Normal stumpage rate procedures will be applied at the start of the first monthly period after the monthly reporting period in which the deficiency is satisfied.

B4.2.3 Undesignated Timber Cut or Damaged

The Purchaser may be required to pay for the timber at the contract rates plus a penalty of double the contract rates for timber not designated for harvest which is cut or seriously damaged.

B4.2.4 Unauthorized Harvest

The Purchaser is responsible for unauthorized harvest resulting from Purchaser's Operations that occurs within the Sale Area or during times that the Purchaser is not authorized to harvest designated forest products. The Purchaser agrees to pay for the timber at the contract rates plus a penalty of double the contract rates for all material removed or damaged from unauthorized harvest.

B4.2.5 Unauthorized Movement

Products that are moved contrary to the instructions of the OIC will be paid for by the Purchaser at the contract rates plus a single penalty at the contract rates.

B4.2.6 Waste Material

Waste material will be paid for at contract rates plus a single penalty at the contract rates unless otherwise specified.

B5 Utilization

B5.1 Sales of Estimated Volumes

In sales in which the volume of timber will be determined by measurement of harvested products, timber must be cut to yield the maximum stumpage value of the tree. Waste material will be measured and charged to the Purchaser at rates prescribed in Part B4.2.6.

Stumps must be cut as low as practicable to avoid waste. Stumps which exceed the maximum height will be paid for by the Purchaser at the rates per stump specified in A12(d) of the contract. The OIC may require the Purchaser to recut such stumps to the maximum allowable height.

B5.2 Sales of Predetermined Volumes

In sales in which the volume of timber sold was determined prior to the sale, the OIC may require the Purchaser to recut stumps which exceed the maximum height as defined in Part B8.3.2.1. If the Purchaser does not recut stumps which exceed the maximum height, they will be paid for by the Purchaser at the rates per stump specified in A9(e) of the contract.

The OIC may also require any merchantable pieces to be removed from the site.

B6 Cutting Requirements

B6.1 Maximum Volume

The volume of timber harvested from the Sale Area during any contract year must not exceed the maximum volume specified in the contract. This does not include the cutting deficiencies from any previous year or years, or the volume of timber salvaged pursuant to Part B6.4.2.

B6.2 Minimum Volume

The actual amount of timber scaled will be counted towards the minimum volume required for the contract year. Cutting performance in any contract year beyond the minimum required will not be applied against the cutting requirements of subsequent contract years. The shortfall in minimum volume will be added to the minimum volume required for the following year. If the Purchaser fails to meet the minimum volume requirements, the volume of forest products scaled during the following contract year will not be applied to the minimum requirements for that year until the existing deficiency has been made up.

B6.2.1 Relief from Minimum Cutting Requirements

If the Purchaser fails to meet the minimum harvest requirements specified in Part A of the contract, the Purchaser may request relief in writing from the AO. The AO may grant relief in whole or in part from the minimum annual cutting requirement when, in the opinion of the AO, the Purchaser is prevented by factors beyond their control from meeting the minimum cutting requirements, or when such relief is in the best interest of the Seller.

B6.3 Final Year Volume

All remaining volume on the sale is required to be harvested in the final year of the contract, minimum or maximum volume requirements do not apply. If a modification extending the length of the contract is granted, it is no longer considered the final year, so minimum and maximum volumes do apply.

B6.4 Damaged Timber

B6.4.1 Damage by the Purchaser

- Damage includes but is not limited to any injury to the living crown, bole or roots of a tree as a result of the Purchaser's Operations.
- Undesignated merchantable timber determined by the OIC to have been damaged during the Purchaser's Operations must be paid for as stated in Part B4.2.
- Any damaged timber or waste material, which is paid for, will become the property of the Purchaser. These forest products must be removed as directed by the OIC.
- If timber is injured or damaged to the extent that, in the opinion of the OIC, it will constitute a hazard to residual trees if not removed, or a safety hazard to the public, the Purchaser will be required to remove and pay for such injured or damaged timber.
- Negligent or intentional damage to timber is grounds for revocation as stated in Part B2.14 as determined by the AO.
- The Purchaser may be charged additional penalties for the cost of rehabilitation and lost future revenue as determined by the AO.

B6.4.2 Damage by Catastrophic Events

B6.4.2.1 Merchantable Damaged Timber

All timber within the harvest blocks that are commercial species and meet the minimum merchantability standards as specified in the contract which are damaged but not rendered unmerchantable by insects, disease, windthrow, fires or by other forces after the date the contract is approved, are considered merchantable, and must be removed as directed by the OIC. In predetermined volume contracts where minimum merchantability standards are not specified, merchantability will be determined in accordance with customary standards. The Purchaser must cut and pay for damaged merchantable timber as the AO directs, except as otherwise provided for in Parts B4.2.6 and B6.4.

B6.4.2.2 Unmerchantable Damaged Timber

If any timber covered by the contract is lost, destroyed, or damaged by catastrophic events to the extent that it is unmerchantable, there is no obligation on the part of the Bureau to designate, or on the part of the Purchaser to accept and pay for, other timber in lieu of that destroyed or damaged.

B6.4.3 Additional Salvage of Damaged Timber

If, in the opinion of the AO, additional salvage operations are necessary to prevent losses to the Sellers and cannot be reasonably removed by the Purchaser's operation, or the parties do not agree on contract rates for the additional material, the AO may offer all or part of the damaged timber for sale to other parties.

B7 Scaling

Scaling as used in these provisions may include various volume determination methods including, but not limited to, Scribner decimal C log rules, cubic volume, lineal measurement, piece count, weight, sampling, or any other reasonable method approved by the AO. Products presented for scaling in other than sawlog form will be measured as provided for in Part A.

B7.1 Scaling Services

B7.1.1 Personnel

All scaling is conducted by employees of the Bureau or Tribe unless a written agreement is entered into to accept scaling services of third-party scaling organization(s) acceptable to the AO.

B7.1.2 Scaling Organizations

The OIC may enter into written agreements to accept scaling services from scaling organizations.

B7.2 Scaling Specifications

Unless otherwise provided for in the contract, the following specifications are prescribed for scaling logs: (a) the Scribner Decimal C log rule will be used, (b) measurement will follow instructions contained in the FSH 2409.11 Scaling Handbook, (c) all logs exceeding the maximum scaling length will be scaled as two or more segments.

Logs or pieces presented for scaling measuring less than the minimum contract specifications that have not been bucked from products meeting the minimum contract specifications will be scaled as though such bucking had been done, in accordance with the appropriate log Scaling Handbook.

B7.3 Scaling Deduction

When measuring products presented for scaling, deductions will be made for defect or damage according to the Scaling Handbook. Scaling deductions will not be made if any defect or damage is due to carelessness, negligence, or the willful act of the Purchaser.

B7.4 Designated Scaling Point

The OIC will designate scaling points where products will be scaled.

B7.5 Convenience in Scaling

The Purchaser must roll out, deck or otherwise present products in a manner suitable for safe, accurate and efficient scaling as directed by the OIC.

B7.6 Movement of Products

Products must not be moved from a designated scaling point until they have been scaled and released by the OIC. Unauthorized movement of logs will be paid for in accordance with Part B4.2.4. The OIC may require that products are decked, stacked, or otherwise held for scaling when the average daily volume produced is too small to permit economical scaling.

B7.7 Scaling Unmerchantable Material

Timber which, in the opinion of the OIC, is more defective than the minimum merchantable percentage specified in Part A11 of the contract, and/or material that does not meet the minimum product specifications in Part A11 of the contract, will be paid for based on net merchantable content or as specified in the contract when removed from the Sale Area at the option of the Purchaser.

B7.8 Waste Material

Waste material is comprised of long butts, tops, broken and partially sound logs, trees designated for cutting that are not cut or which are left felled, lodged, or damaged, or other products damaged or not fully utilized by Purchaser's Operations. The amount or volume of waste material will be determined based on the Scaling Handbook and may be supplemented by local policy. Waste material will be paid for by the Purchaser at the contract rates plus a single penalty at the contract rates.

B7.9 Marking Products

When a separate record of the volume of forest products harvested from one or multiple individual or groups of Harvest blocks (Scaling Units) is required by the Bureau, the Purchaser must distinctively identify all products with paint, or perform other procedures as directed by the OIC to ensure positive identification of the products cut by Scaling Unit.

B7.10 Reports of Scale

The AO will furnish to the Purchaser a scale report, or other document that they deem equivalent, showing the volume and value of all products scaled under the contract during each reporting period and the balances in advance payments and advance deposits.

B7.11 Check Scales

The Purchaser may arrange with Bureau, through the OIC, for a check scaler employed by the Purchaser or representing the Purchaser, to conduct check-scaling services for the Purchaser. A check scaler must meet certification standards as set by the Bureau and comply with Bureau scaling procedures. Furthermore, the Bureau reserves the right to conduct check scales on third party scalers at any time. Check scales will be for gross and net volumes only unless otherwise stated in the contract. All data compiled by each party will be exchanged at either party's request. When products are sold by weight, certification of weight scales used must be calibrated to ensure accuracy on a schedule determined by the OIC.

B8 Purchaser's Operations

The Purchaser will be responsible for all Purchaser Operations, committed by the Purchaser and their agents, contractors, subcontractors, employees, or invitees.

B8.1 Representative

The Purchaser must designate, in writing, a representative who is authorized to receive notices regarding performance under this contract and take related action. At all times when Purchaser's Operations are in progress; the Purchaser must have a representative readily available in the area of operations who is authorized to receive on behalf of the Purchaser any notices or instructions from the Bureau regarding performance under the contract and to take such action thereon as is required by the terms of the contract.

B8.2 Logging Plan

The AO or OIC may require the Purchaser to present a Logging Plan for approval before initial or seasonal operations begin. Any deviation from the plan will require the written consent of the OIC. The Logging Plan must include an annual schedule of anticipated major activities and requirements for harvesting designated forest products, such as harvest operations, road maintenance, and road construction. The schedule will include the Purchaser's annual cutting requirements (if any) in terms of minimum and maximum volume as stated in Part A13 (Estimated), and the sequence and time frame of harvest operations. Prior to initial operations and after shutdowns of 20 days or more, the Purchaser's representative must notify the OIC two (2) days, excluding weekends and Federal holidays, before any operations commence on the Sale Area.

B8.3 Conduct of Logging

Unless otherwise specifically provided in this Contract, the Purchaser must cut designated timber and must remove the portions that meet utilization standards in Part A of the contract. The Purchaser's Operations must not damage lands, property or other environmental, cultural, or property interests of the owners or Bureau. The Purchaser must employ best management practices and other appropriate procedures for the protection of air, soil, and water quality. The operation of all equipment will be subject to such restrictions as the OIC may prescribe.

B8.3.1 Safety

The Purchaser will facilitate the Bureau's safe and practical inspection of the Purchaser's Operations in the Sale Area. The Purchaser will conduct their operations in compliance with prescribed safety practices and Federal Law. The Bureau may direct the Purchaser to post appropriate warning signs concerning conditions arising from operations that the OIC determines to be hazardous.

B8.3.2 Felling

Felling must be done in such a way as to prevent breakage of designated timber and damage to residual trees.

B8.3.2.1 Stump Height

The height of any stump must not exceed one-half of its diameter or 12 inches from ground level on the uphill side, whichever is more. The OIC may authorize a different maximum height after receiving a written request from the Purchaser that explains why the standard height is impractical.

B8.3.2.2 Hazard and Cull Trees

The Purchaser must fell designated hazard and cull trees as directed by the OIC. Hazard and cull tree felling must be completed in each Cutting Block as logging progresses.

B8.3.3 Skid Trails and Landings

Skid trails and landings will be located in such a manner as to minimize erosion and to protect residual trees and young growth as directed by the OIC. Skid trails and landings must not flow, pool water, or negatively impact riparian areas, designated streams, or lakes.

B8.3.4 Treatment of Slash

Treatment of slash as specified in the contract must be accomplished by the Purchaser concurrently with other phases of the Purchaser's Operations. Slash includes any residual tree material whole or part, including leaves, needles, bark, wood, and root tissue resulting from the Purchaser's Operations. Unless otherwise specified in Part A, the Purchaser must lop and pile all slash compactly for burning. Any slash piles created must be placed a sufficient distance from reserved trees and young growth to prevent unnecessary damage as a result of burning.

B9 Protection Measures

B9.1 Residual Trees

The Purchaser's Operations must avoid damage to seedling, saplings, and other trees that are not designated for harvest.

B9.2 Land Survey Monuments

The Purchaser must protect all Public Land Survey System corner evidence against damage. The Purchaser must hire a licensed surveyor to reestablish or restore any Public Land Survey System corner evidence that is damaged by the Purchaser's Operations.

B9.3 Cultural Resources

The Purchaser has a duty to protect all identified or discovered Cultural Resources referenced in this Contract from impact, damage, or removal during the Purchaser's Operations.

9.3.1 Previously Identified

The Purchaser must immediately notify the OIC if disturbance occurs to any Cultural Resources identified in Part A of the contract as needing special protection measures and must immediately halt their operations to minimize further disturbance until the AO authorizes the Purchaser to proceed. The Purchaser will pay for resource evaluation and restoration to previously identified Cultural Resources damaged by the Purchaser's Operations. Such payment will not relieve the Purchaser from civil or criminal liability otherwise provided by law.

9.3.2 Discovered

Discovery of Cultural Resources requiring protection must be promptly reported to the OIC. The Purchaser's Operations may be delayed or terminated if the OIC determines there is risk of damage from continued operations. The Purchaser may resume operations upon notification from the AO.

B9.4 Special status plants and animals

The Purchaser has a duty to protect all plant and animal species designated as a federally or Tribally special status species. Damage to any such plants or animals will result in penalties as determined by the OIC. Immediate notification to the OIC for any newly discovered population is required.

B9.5 Water and Wetlands

The Purchaser's Operations must be conducted in a manner that will minimize damage to rivers, streams, riparian areas, wetlands, or moist meadows. Streams as here referred to include both flowing and intermittent watercourses. Written approval of the OIC is required for the hauling, skidding, or yarding across or through any waters or wetlands.

B9.6 Hazardous Material Disposal

The Purchaser must take immediate action to contain any hazardous materials spills that have occurred because of the Purchaser's Operations. The Purchaser must notify the Bureau immediately of such spills. Hazardous materials will be disposed of as directed by the OIC. Hazardous materials include, but are not limited to, petroleum products such as fuel, oil, and hydraulic fluids, and contaminated soils, rock, and vegetative material.

B9.7 Soils

The Purchaser's Operations must be conducted in a manner to minimize adverse impact to soils. The Purchaser will take reasonable and practicable measures to retain road surfaces and prevent the erosion of roads and skid

trails, and stabilize barren areas created by landings or other actions that expose soil. The OIC may suspend Purchaser's Operations in whole or in part for such periods as may be deemed necessary to avoid damage when ground conditions are unfavorable to operations.

B9.8 Sanitation

The Purchaser is expected to maintain all lands in a clean and sanitary condition. All man-made material and other waste resulting from the Purchaser's Operations and occupancy must be removed and disposed of properly. The OIC may, in their discretion, designate specific locations and other conditions for the servicing of equipment. The servicing of equipment is not permitted within the Sale Area without the permission of the OIC.

B10 Road Management

B10.1 Authorization

The Purchaser is authorized to construct and maintain such roads, bridges, and other transportation facilities the Bureau deems necessary for harvesting and removing designated forest products, subject to applicable regulations and conditions the Bureau may impose. All such construction, improvement and maintenance activities must be performed as required by the OIC and only as necessary for the Purchaser's Operations under the contract. In these Provisions, "construction" includes reconstruction.

B10.2 Construction

Design and locate all roads to be constructed by the Purchaser to minimize damage to land, improvements, and the environment. Prior to construction the Bureau may require approval of the location and design by inspection or through the submission of plans and specifications for the location and design of roads and other improvements. All bridges, drainage structures, or other improvements installed on any road by the Purchaser must be designed and installed in a manner that facilitates long-term usage of the road. Installed structures will be left intact at the completion of Purchaser's Operations unless the removal of such improvements is authorized or required by the AO. Construction or installation of improvements not specified in Part A of the contract will occur only with prior approval of the OIC.

B10.3 Existing Improvements

The Purchaser may be allowed to use existing improvements that are already on lands covered by the contract and are necessary for the Purchaser's Operations under the contract, subject to applicable regulations and conditions the AO may impose. The Purchaser must protect roads and other improvements within the Sale Area and those designated on the Cutting Block map(s) and must restore any such road or improvement damaged by the Purchaser's Operations.

B10.4 Maintenance

B10.4.1 Bureau Roads

Bureau roads are open to public use but may be closed by the Bureau, in its discretion, for reasons including, but not limited to public safety, fire prevention or suppression, fish and game protection, and prevention of damage to roadbeds. The Purchaser will maintain Bureau Roads used for the Purchaser's Operations under this contract as specified in Part A of the contract.

B10.4.2 Other Roads

The Purchaser must maintain or pay road maintenance fees for the use of designated roads maintained by a third party as specified in Part A of the contract.

B10.4.3 Periods of Non-use

During periods of non-use, the AO, may direct the Purchaser to maintain roads and other improvements within the Sale Area that the AO has determined are necessary for the management or protection of Indian Lands.

B10.4.4 Prior to Abandonment

The AO may direct the Purchaser to maintain roads within the Sale Area prior to abandonment or permanent closure.

B10.5 No Obstructions

All transportation facilities which are designated by the OIC, as being necessary for the administration and protection of Indian lands must be kept free of obstructions resulting from the Purchaser's Operations.

B10.6 Use by Other Parties

Roads or improvements constructed by the Purchaser under authority of the contract, or on rights-of-way held by the Bureau, may be used by other parties as authorized by the Bureau, provided that, in its opinion, the use by other parties will not cause unreasonable interference with the Purchaser's Operations.

B10.7 Road Use Agreements

The Purchaser must abide by the terms of any applicable road use or right-of-way agreements on file with the Bureau. The Bureau will advise the Purchaser of all road use agreements within the Sale Area and the Purchaser will be responsible for obtaining any additional rights of way or road use agreements necessary for performance under this contract.

B10.8 Removal

All roads and other improvements used, maintained, constructed, or installed by the Purchaser must be left intact at the completion of the Purchaser's Operations under this contract unless the removal of such roads or improvements is required in Part A of the contract.

B11 Fire Prevention and Suppression

B11.1 Fire Plan

When requested by the BIA, the Purchaser must prepare, in cooperation with the OIC, a plan for the prevention, response to and reporting of wildfires on the Sale Area. At a minimum, the plan must include a communication plan for reporting wildfires; a description of fire prevention and control measures on the Sale Area and a list of qualified personnel and equipment available for implementing the plan.

B11.2 Fire Reporting

The Purchaser must immediately report all wildfires to the appropriate authority specified in the Fire Plan.

B11.3 Fire Precautions

The Purchaser must, both independently and in cooperation with the Bureau, take all reasonable and practicable action to prevent fires from the Purchaser's Operations. The Purchaser must furnish and maintain in good and serviceable condition such wildland firefighting tools and equipment and take such fire prevention measures as may be required by the AO to meet the fire protection requirements of the contract relative to the existing fire danger. The requirements will not be less than are required under the laws of the State in which the Sale Area is located.

B11.4 Suspension of Operations

The Purchaser will abide by the restrictions of the local authorities and will suspend their operations when fire is within or threatening the Sale Area. The OIC may order other restrictions or further suspension and direct the resumption of operations.

B11.5 Suppression Assistance

When called upon by the AO, the Purchaser must make available personnel and equipment identified in the Fire Plan for use in suppressing wildfire on or threatening the Sale Area, in accordance with Bureau policy.

B11.5.1 Personnel

Personnel identified in the Fire Plan as fully qualified under current Bureau standards will be eligible for temporary hire by the Bureau. Such personnel will work under the direction of any authorized employee of the Bureau.

B11.5.2 Equipment

Qualified equipment identified in the Fire Plan may be rented from the Purchaser by the Bureau or Incident Management Team as provided for in the Fire Plan.

B11.6 Fire Suppression Costs

B11.6.1 Purchaser Fire

The origin or spread of all wildfires on the Sale Area for which the Purchaser, the Purchaser's employees, or the Purchaser's subcontractors or their employees, are responsible by act or neglect are classified as either Negligent Fire or Non-Negligent Fire.

B11.6.1.1 Negligent Fire

A person has acted “negligently” if they have departed from the conduct expected of a reasonably prudent person acting under similar circumstances. In the case of Purchaser’s Operations, this would include things such as disposing of burning materials in a careless manner, unattended campfires, and equipment fires caused by inadequate maintenance. Negligence will be determined by the AO. All suppression costs including those incurred by the Bureau for suppressing any such fire ignited through the Purchaser negligence will be borne by the Purchaser.

B11.6.1.2 Non-Negligent Fire

A Non-Negligent fire is any fire caused by the Purchaser, which is not considered negligent by the AO. The Purchaser must pay up to one-half of the total suppression costs for non-negligent purchaser fires as determined by the AO not to exceed 25% of the estimated value of the contract or \$300,000 whichever is less.

B11.6.2 Non-Purchaser Fire

Fires on or outside the sale area for which the Purchaser, their employees, their subcontractors, or their employees, are in no way responsible by act or neglect are called non-Purchaser fires. The Purchaser will be reimbursed, at rates authorized by the Bureau, for all qualified equipment and personnel hired by the Bureau for non-Purchaser fire suppression.

B11.7 Fire Damage

The Purchaser's liability for forest product damage sustained from Non-Negligent Fire and Non-Purchaser Fire will follow the Risk of Loss stated in Part B2.7; otherwise, the Purchaser must pay for all damages caused by Negligent Fire to forest products or any other property of the Sellers, or the Government in an amount to be determined by the Bureau.

B12 Other Conditions

B12.1 Personal property

The Purchaser must remove all equipment, other personal property and temporary structures prior to the contract expiration date, or a date specified by the OIC. Personal property left after that date will be deemed abandoned and subject to confiscation and/or trespass fees.

B12.2 Sales of Other Materials

The Bureau reserves the right to sell from the logging unit during the period of this contract any materials or products not subject to its terms, but will not permit removal, possession, or use thereof that will materially interfere with the Purchaser’s Operations.

B12.3 Indian Labor

When the Purchaser is operating concurrently with a common crew, under a contract with a Government agency, the non-discrimination clause of the Government contract will prevail, except that preferential treatment to Indians may be granted under a publicly announced employment practice within the provisions of Section 703(i) of Public Law 88-352, the Civil Rights Act of 1964 (78 Stat.257). Preferential treatment, to Tribal members enrolled in the Tribe on whose land the contract is operating, and other Indians, will include employment by the Purchaser and their subcontractors under this contract, of Indians at the same wages as other labor, and in preference to other labor not already in their employment, whenever Indian labor seeking employment is qualified. The Purchaser may be required to make available to the Bureau, employment and payroll records as is necessary to enable the Bureau to ascertain compliance with this section. Such records are considered confidential and will be available only to Bureau employees whose official duties require access to the information.

B12.4 Purchaser's Records

Records pertaining to the logging, manufacture and sale of material covered by this contract must be open to inspection at any reasonable time by authorized Bureau employees for the purpose of obtaining information of the type used by the Bureau in appraisals and redetermination of stumpage rates. The information obtained must be regarded as confidential and the right of inspection will extend for a reasonable time beyond the expiration date of the contract to provide the Bureau an opportunity to obtain relevant information for the full contract period.

B12.5 Indemnity

The Purchaser assumes all risk of injury and/or death of its employees, subcontractors, and third-party persons and all loss of and damage to property, except as specified otherwise in this contract, resulting from actions or omissions of the Purchaser under this contract. The Purchaser agrees to indemnify and hold harmless the Seller and Bureau from any liability, loss, cost, and expense including attorney's fees resulting from such injury, death, loss and/or other damage.

B12.6 Insurance

The Purchaser must provide and maintain during the performance of the contract, Worker's Compensation Insurance, provided and maintained for all employees of the Purchaser engaged in work under this contract as required by state law. When directed by the Bureau, the Purchaser is required to provide and maintain public liability insurance and/or other types of insurance as specified under Part A13 (Predetermined) and A17 (Estimated). The Purchaser will provide proof of such coverages within 30 days following contract approval and prior to commencement of operations, whichever is sooner. The Purchaser must provide 30-day notice to the Bureau in the event of cancellation, non-renewal, or a change in the policies.

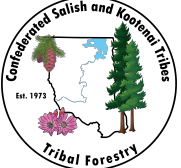


Exhibit A. Units Map: Jocko Blowdown L.U.

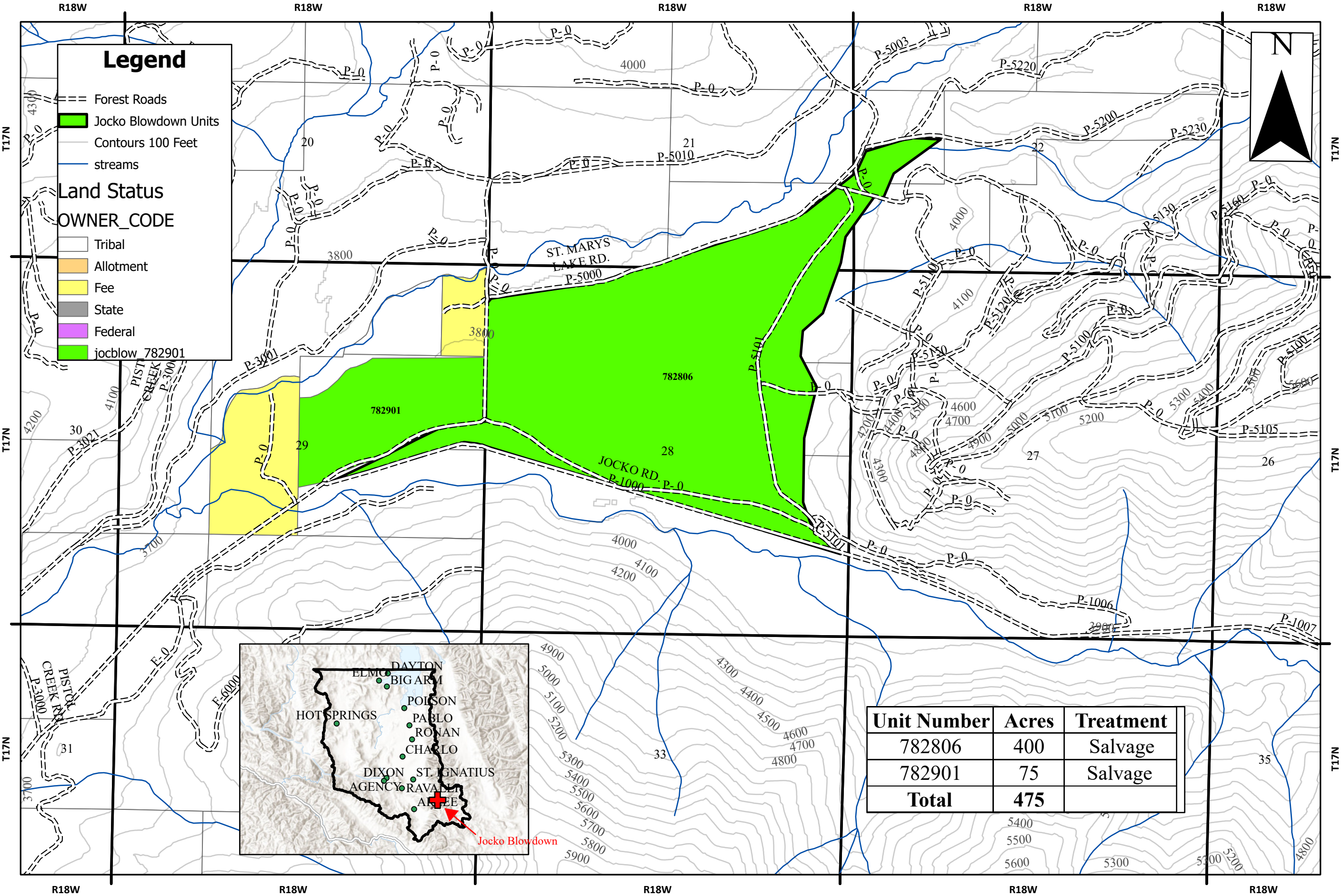
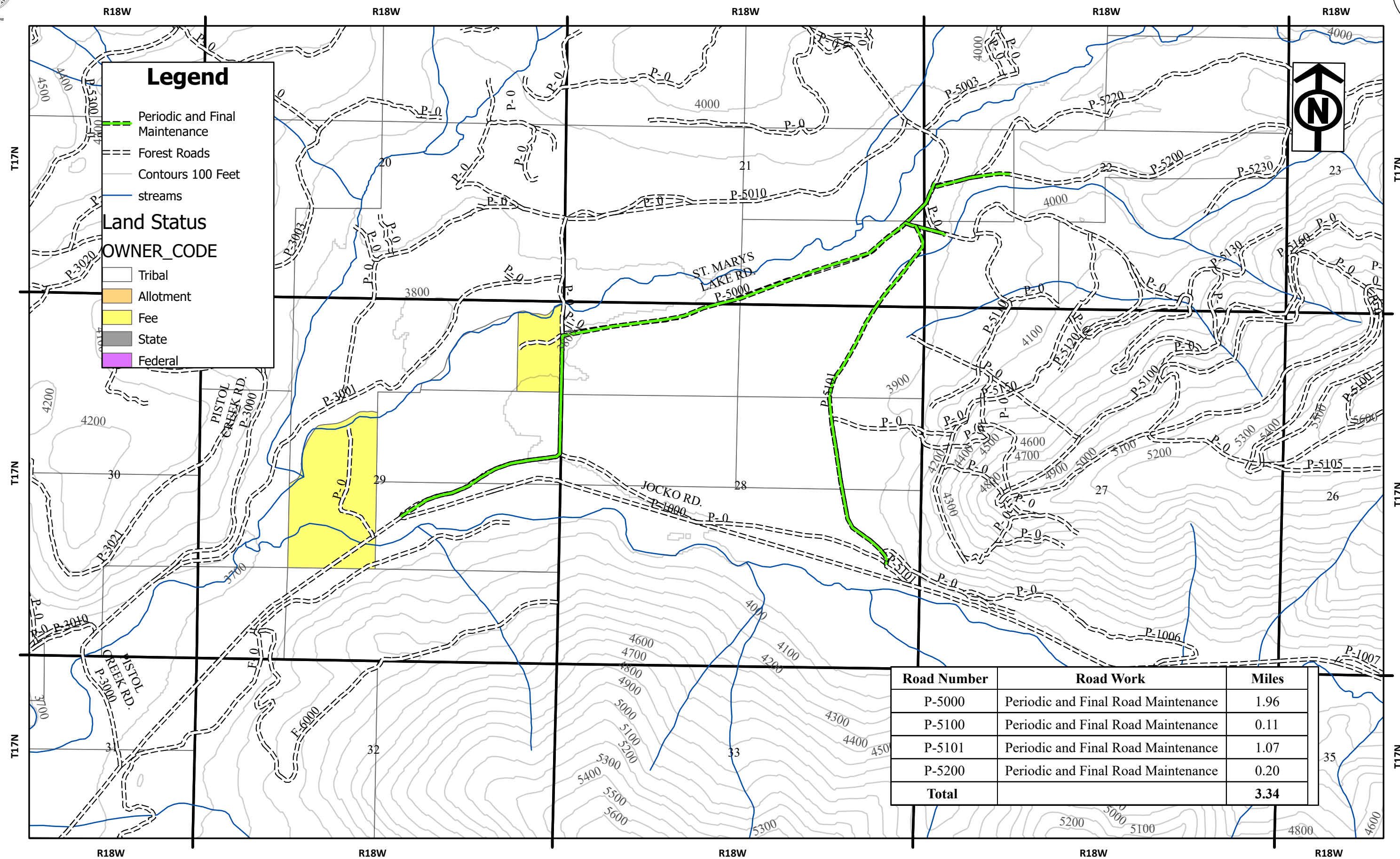




Exhibit B.1 Roads Map: Jocko Blowdown L.U.



Road Number	Road Work	Miles
P-5000	Periodic and Final Road Maintenance	1.96
P-5100	Periodic and Final Road Maintenance	0.11
P-5101	Periodic and Final Road Maintenance	1.07
P-5200	Periodic and Final Road Maintenance	0.20
Total		3.34

Author: Patrick Amborn

0 0.13 0.25 0.5 Miles

Scale: 1:15,840

Spatial Reference
Name: NAD 1983 UTM Zone 11N

Date Saved: 4/8/2025 9:52 AM

Path: N:\PAmborn\Jocko Blowdown\Jocko Blowdown\Jocko Blowdown.aprx

CONTRACT EXHIBIT B

Road Specifications and Requirements

The Purchaser agrees that designated road work activities and scheduled road maintenance in A16, Part A of the Timber Sale Contract will be accomplished during the life of the contract using the following specifications:

A. Road Work Definitions: The Purchaser and the Officer-in-Charge (OIC) will agree in advance on the timing of any road work activities to be performed.

1. Light Preparation - Initial grading and cleanout work done on existing roads, that is necessary to haul logs efficiently and safely and provide for proper drainage. Roads are drive able with a typical pickup truck and have proper width.

Typical activities include: 1) removing shallow ruts, small berms, and miscellaneous debris from the road surface and preparing a smooth road surface by grading; 2) cleaning out existing ditches and existing rolling dips by grading; and 3) cleaning out culverts, catch basins, and cattle guards.

Work will be accomplished with: 1) a grader, and 2) a backhoe or excavator (to clean out cattle guards and culvert catch basins).

2. Heavy Preparation - Minor initial road work done on existing roads. Roads are drive able with a typical pickup truck, but road width is restricted because of brush/small trees.

Typical activities include those listed under A.1. Light Preparation above and the following additional activities: 1) brushing the road surface, ditches, and the cut slope areas; 2) removing excessive amounts of surface debris (down trees, rock slides, etc.); 3) removing 1-4 merchantable trees and stumps/mile in the road prisms that interfere with grading (within 1 foot of the road surface) or are a safety hazard; and 4) day lighting 1-3 blind corners/mile.

A. Road Work Definitions (Continued)

Work will be accomplished with: 1) a grader, and 2) a brush hog (or chain saw) or excavator or bulldozer.

3. Light Reconstruction - Intermediate level of initial road work done on existing roads. Road locations and designs are generally acceptable, with some alterations necessary; and/or roads are totally grown-in with brush/small trees and are not driveable with a typical pickup truck.

Typical activities include those listed under A.1. Light Preparation above and the following additional activities: 1) widening roads 1-2 feet and reshaping backslopes (up to 9 feet in vertical height); 2) removing large or rocky berms; 3) installing frequent (10-13/mile) rolling dips on climbing roads; 4) removing 5-14 merchantable trees and stumps/mile in the road prisms that interfere with grading (within 1 foot of the road surface) or are a safety hazard; 5) daylighting 4 or more blind corners/mile; 6) constructing ditches and culvert catch basins; 7) minor realignment; and 8) heavy brushing of the road surface, ditches, and the cut slope areas (excess brush/small trees need to be piled).

Work will be accomplished with: 1) a bulldozer (minimum size: 125 engine horsepower), 2) an excavator equipped with a thumb or 360-degree-rotation clam bucket (minimum size: 125 engine horsepower), and 3) a grader.

4. Heavy Reconstruction - Major initial road work done on existing roads. Road grades and locations are generally suitable, but significant alterations in road width, road surface, etc. are needed.

Typical activities include those listed under A.1. Light Preparation above and the following additional activities: 1) widening roads 3 feet and greater and reshaping backslopes (10 feet and greater in vertical height); 2) removing 15 or more merchantable trees and stumps/mile in the road prisms that interfere with grading (within 1 foot of the road surface) or are a safety hazard; 3) major realignment; and 4) grid rolling and regrading of road surfaces (usually including ripping the road surfaces first).

Work will be accomplished with: 1) a bulldozer equipped with rippers (minimum size: 195 engine horsepower), 2) an

A. Road Work Definitions (Continued)

excavator equipped with a thumb or 360-degree-rotation clam bucket (minimum size: 150 engine horsepower), 3) special equipment such as a grid roller, and 4) a grader.

5. Construction - Building new roads following CS&KT Forestry-flagged and/or painted road centerlines.

Construction will be performed using: 1) an excavator equipped with a thumb or 360-degree-rotation clam bucket (minimum size: 150 engine horsepower), 2) a bulldozer equipped with rippers (minimum size: 195 engine horsepower), and 3) a grader.

The excavator will be the lead machine that decks merchantable sawlogs, piles brush, removes stumps, and moves rocks and dirt as necessary. The bulldozer will follow performing rough construction.

A grader will be used to complete the work and prepare a smooth road surface.

- B. Road Width - For all reconstructed roads that are widened and all newly constructed roads. Main haul roads, secondary haul roads, and ditching requirements will be identified on the Road Map, Contract Exhibit B.1 of the Timber Sale Contract.

1. Main Haul Roads: The road surface width will be 18 feet if the average side slope is greater than 40%; the road surface width will be 17 feet if the average side slope is 40% or less.
2. Secondary Haul Roads: The road surface width will be 18 feet if the average side slope is greater than 40%; the road surface width will be 15 feet if the average side slope is 40% or less.
3. Ditches: Where ditches are required, 3 feet more of width will be necessary in addition to any road surface width specified above. Ditches will be 3 feet wide and 1 foot deep, and have a slope ratio of 2:1 from the road surface edge to the ditch bottom.

C. Road Construction Zone

1. Clearing Limits: The clearing limits will be 20 feet horizontal distance on both sides of the road centerline, unless a steep slope necessitates a wider clearing limit to build the prescribed road width.

C. Road Construction Zone (Continued).

2. Removal of Merchantable Sawlogs: All merchantable sawlogs within the clearing limits that meet merchantability specifications as stated in section A11, Part A of the Timber Sale Contract will be felled and decked prior to other road work activities. An excavator will be used to deck these sawlogs whenever an excavator is required or used for the road work.
3. Backslope/Fillslope: The backslope ratio for soil will be between 1:1 and 1/2:1; the backslope ratio for rock will be 1/4:1. The fillslope ratio will be 1 1/2:1.
4. Switchbacks: The centerline and the control points for the top-of-cut/toe-of-fill will be staked and flagged or painted by CS&KT Forestry for all new switchback construction or switchback reconstruction. These switchbacks will be: 1) 50-55 feet in circular radius, 2) 20-24 feet in road surface width around the circular arc, and 3) 4%-5% final grade around the circular arc and the runout sections. Thru cuts and fills will be required in the completed switchbacks.

D. Road Slash

1. All small trees, stumps, and slash will be removed from the road construction zone following merchantable sawlog removal and prior to any other road work activities. Slash is defined as woody material larger than 2 inches in diameter and 6 feet in length.
2. Slash from road work activities will be piled using an excavator whenever an excavator is required or used for the road work. This slash will be piled at the base of the toe of the fill slope at least 25 feet away from live trees, or as designated by the OIC. Where possible, slash will be placed parallel to the road surface to act as a sediment filter.
3. Stumps will be placed upon natural ground, positioned so they will not roll, and will not be placed on top of one another. Stumps greater than 14 inches in diameter will be cleaned of all loose dirt and placed out-of-sight of the road where practical or as directed by the OIC.
4. All slash created by road work activities will be piled suitable for disposal by burning. Slash piles will be compact and free of dirt with no material exceeding 20

D. Road Slash (Continued).

feet in length. Piles will be located in openings, where the edge of the pile is a minimum of 25 feet from live trees. In some areas these openings may require the removal of additional trees; if so, the OIC will direct the creation of these openings. Piles will not be continuous, nor will they block wildlife travel corridors such as ridges. Piles also will not be located in draws or stream bottoms.

5. All unmerchantable trees pushed over in the log decking or road work activity phase will be hand-felled and treated with the rest of the road slash.
6. Sound unmerchantable logs suitable for firewood will be placed, usually along the uphill side of the roadway, in locations that will not impede logging activity.
7. Slash will not be deposited in any stream channels, unless directed so by the OIC; slash, other than for sediment filters, will also not be deposited in streamside management zones (SMZ's).

E. Road Lift

1. A smooth soil surface at least 18 feet wide will be prepared with no sharp projections on the existing road.
2. If required, an 18-foot wide geotextile fabric mat (normal type stabilization fabric, woven slit film - minimum Amoco 2002 or equivalent) will be supplied and laid on that soil surface. The length of the mat will be specified in A16, Part A of the Timber Sale Contract.
3. A lift of suitable road bed material with binder, as specified in A16, Part A of the Timber Sale Contract, will be supplied, placed, and compacted on top of the geotextile mat. The compacted depth and length of the lift also will be specified in A16, Part A of the Timber Sale Contract.

- F. Excavation: The location and requirements for the use of borrow material will be indicated on the Road Map, Contract Exhibit B.1; in A16, Part A of the Timber Sale Contract; and/or by the OIC.

- G. Erosion Control: The Purchaser will install ditches, rolling dips (Figure B-1), cross drains, and/or water bars to minimize erosion of roads. Rolling dips, cross drains, and water bars will have slash sediment filters, where available, installed below the outlets. The type of erosion control structure, location, and timing of installation will be indicated on the Road Map, Contract Exhibit B.1; in A16, Part A of the Timber Sale Contract; and/or as designated by the OIC on a site-by-site basis.
- H. Scheduled Road Maintenance: All roads used by the Purchaser will be maintained to provide safe and efficient transportation of forest products and personnel.
1. Periodic Maintenance will be required throughout the duration of logging operations. This maintenance must be kept current with operations, and must be performed prior to seasonal shutdowns, major runoff periods, or as directed by the OIC. This maintenance includes: 1) keeping the road surface in a smooth, rut-free condition by blading as needed with a grader; 2) removing any slides, rocks, or trees that fall onto the road surface or into the ditch; 3) maintaining functional ditches and other drainage and erosion control structures; 4) cleaning out cattleguards; and 5) other maintenance as designated by the OIC.
 2. Final Maintenance will be required on all logging roads following use unless otherwise directed by the OIC. This maintenance will require: 1) removing all berms, 2) blading the fine materials back onto the road surface where possible, 3) filling in ruts and mudholes, 4) blading the road surface with a grader to leave the road surface in a smooth condition, and 5) cleaning out erosion control structures and cattle guards.
- I. Culverts
1. The sizes, lengths, and types of culverts needed will be indicated on the Road Map, Contract Exhibit B.1; and in A16, Part A of the Timber Sale Contract.
 2. Corrugated metal pipe (CMP) round culverts 24 inches or less in diameter will be 16-gauge metal; those exceeding 24 inches in diameter and all pipe-arch culverts will be a minimum of 14-gauge.
 3. All culverts (Figure B-7) will be installed with an excavator or backhoe.

I. Culverts (Continued).

4. An "ALCO" Permit from the Shoreline Protection Board is required before culverts may be installed in or removed from stream crossings. This permit will be secured and provided to the Purchaser by the OIC. Provisions of the "ALCO" Permit must be adhered to during installations or removals.
5. Where it is possible, the immediate culvert site will be dewatered during culvert installation or removal. A cofferdam or temporary culvert will be installed, and/or a temporary channel will be constructed, to reroute stream water around the installation or removal site.
6. Where it is not possible to temporarily dewater the culvert installation site, two filter fabric sediment traps (Figure B-6) will be installed at each site prior to any construction activities on all wet culvert installations or removals. These sediment traps are barriers constructed across a stream channel to prevent downstream release of sediment. Filter fabric which becomes clogged with sediment must be cleaned or replaced with new fabric. All sediment traps must be removed immediately after construction or as directed by the OIC.
7. Bedding and backfill material will be native or imported fine, granular soil with no rocks or hard earth clods over 3 inches in diameter within 1 foot of the pipe. It will not contain frozen material, sod, or excessive organic matter.
8. Bedding and backfill will be compacted using a hand-run mechanical tamper until the pipe is covered.
9. The bedding will be uniformly compacted and shaped to fit the entire length of the bottom of the pipe. The bedding will also be longitudinally cambered, or slightly arched lengthwise along the pipe centerline, to compensate for expected settlement of the culvert. The camber height at the midpoint of the culvert length will be equal to 1% of the culvert length.
10. The backfill will be placed and uniformly compacted in 6-inch layers alongside the pipe until the pipe is covered. Thorough compaction of the backfill under the haunches and lower portion of the pipe must be accomplished.

I. Culverts (Continued).

11. Once the pipe is covered, the remainder of the backfill over the pipe may be placed and compacted with an excavator or backhoe. Final height of fill above the top of the pipe will be equal to at least one-third the pipe diameter or 12 inches, whichever is greater.
12. A catch basin will be constructed at the inlet to all culverts as directed by the OIC.
13. Culverts will be armored with rip-rap at both the inlet and outlet. For culverts 24 inches or less in diameter: the armoring will consist of angular rocks that can be manually positioned in place and are at least 10" in length in one dimension. For culverts greater than 24 inches in diameter: the armoring will consist of angular rocks that are at least 16" in length in one dimension. The amount and placement of the armoring will be as designated by the OIC on a site-by-site basis.
14. Where available, slash or rocks will be placed below the outlets of cross drain and road drainage culverts only, to act as sediment filters.
15. All replaced, removed, or old/damaged culverts will be transported from the logging unit and hauled to a recycling location, or the Tribal Forestry Office in Ronan, Montana, as directed by the OIC.

J. Cattleguards

1. All cattleguards (Figure B-2) will be H-20 load-rated, have at least one coat of primer paint and one coat of finish paint, and include end plates and heavy-duty wings. All cattleguards will be equipped without cleanouts.
2. All permanent cattleguards will be 14 feet wide by 7 feet 5 inches long; they will be installed on concrete foundations (Figure B-3).
3. All temporary cattleguards will be 12 or 14 feet wide by 7 feet 5 inches long and installed on wooden ties.
4. All cattleguards will be installed with the top surface of the cross rails 1 inch higher than the existing road surface and on the same grade as the existing road.

J. Cattleguards (continued)

5. A gate, at least 14 feet wide, will be installed as close to the cattleguard as feasible to allow passage of livestock and heavy equipment around the cattleguard. Fencing also will be installed to tie together the cattleguard and any existing fences.
6. All cattleguards will be maintained and cleaned, as necessary, during the sale and as a part of road work activities and final road maintenance.
7. All replaced, removed, or old/damaged cattleguards will be transported from the logging unit and hauled to a recycling location, or the Tribal Forestry Office in Ronan, Montana, as directed by the OIC.

K. Turnouts: Where slopes permit, turnouts will be spaced no fewer than one per quarter mile. The turnout will be large enough to accommodate an unloaded logging truck with safe clearance.

L. Turnarounds: At or near the end of all dead-end roads, and at other locations as designated by the OIC, a turnaround will be constructed large enough to safely accommodate an unloaded logging truck.

M. Road Signs

1. The Purchaser will install wooden road mileage signs with reflective numbers as provided by the Seller before any hauling activity commences. Prior to or at the completion of Purchaser's obligations, the Purchaser will remove these mileage signs and return them to the Seller.
2. The Purchaser will provide and install any other signs that are necessary for public safety and/or information concerning Purchaser's operations. The Purchaser will coordinate with the State of Montana or local county, as appropriate, for sign provision and installation. These signs will be removed by the Purchaser upon completion of Purchaser's operations.

N. Dust Abatement

1. Dust abatement may be required on some roads or road sections during specified time periods. If dust abatement is required on county roads, the Purchaser will be required to coordinate with the local county

N. Dust Abatement (Continued)

commissioners or county road superintendent. For non-county roads the Purchaser will be required to coordinate with the property or right-of-way owners if dust abatement is required.

2. Specific requirements for locations, type of application, coordination, road preparation, timing/number of applications, and constraints or restrictions for dust abatement will be indicated on the Road Map, Contract Exhibit B.1; in A16, Part A of the Timber Sale Contract; and/or as designated by the OIC.
3. The only acceptable dust abatement applications on Confederated Salish & Kootenai Tribal roads are magnesium chloride solution or truck watering. The spread width of the magnesium chloride solution will be 14 feet; the spread rate will be 0.5 gallon of product/square yard of treated road surface.

O. Grid Rolling

1. Grid rolling will be used as needed to reconstruct sections of road that are excessively rocky and lacking in fine road surface material.
2. The road section will be ripped to a minimum depth of 12 inches with a bulldozer equipped with rippers (minimum size: 195 engine horsepower). The bulldozer will roll out to the road shoulder all boulders and large rocks. Next a grid roller will be pulled across the ripped section to reduce the rock segments to the size of the grid mesh or smaller. The road will then be reworked with a grader to provide a smooth road surface.
3. Alternative procedures or methods as necessary may be employed as directed by the OIC to create a suitable finished road surface.

P. Snow Removal

1. Removal of snow from roads may be required or optional for the Purchaser for winter access. Snow removal will be performed to provide safe and efficient transportation.
2. The work will not damage nor remove existing material from the road surfaces. The work also will not cause or

P. Snow Removal (Continued).

result in erosion damage to road prisms, drainage structures, streams, and adjacent lands. Breaks in the snow berm must be provided to allow for road surface drainage during melt periods.

Q. Road Access Management

1. Only designated roads may be opened by the Purchaser. A penalty/foot of opened road, as specified in section A17, Part A of the Timber Sale Contract, will be assessed for any opening of undesignated roads done by the Purchaser.
2. Road closure gates (Figure B-4), or occasionally steel stock gates (Figure B-5), will be installed and maintained to regulate road access. The types of gates, approximate locations, timing of installations, and opening/closing of gates will be indicated on the Road Map, Contract Exhibit B.1; in A16, Part A of the Timber Sale Contract; and as designated by the OIC on a site-by-site basis. The exact location on the ground for each gate will be designated by the OIC.
3. Specified roads will be closed with a bulldozer equipped with rippers (minimum size: 195 engine horsepower). The entire road surface width will be ripped to a minimum depth of 12 inches for a distance of 100 feet. The roads to be ripped, the locations, and the timing will be indicated on the Road Map, Contract Exhibit B.1; in A16, Part A of the Timber Sale Contract; and as designated by the OIC on a site-by-site basis.
4. Other specified roads may be designated for closure by recontouring the ground surface. Where directed by the OIC, the road surface for 40 linear feet will be reshaped to the original slope profile.
5. A turnaround large enough to safely accommodate an unloaded logging truck will be constructed at/near any gate, ripped, or recontoured road section not located within sight of the start of the road.

R. Road Abandonment

1. The entire driveable road surface will be ripped to a minimum depth of 12 inches with a bulldozer equipped with rippers (minimum size: 195 engine horsepower).

R. Road Abandonment (Continued).

2. All culverts will be removed and each channel cross-section will be reshaped to a ratio of 1 1/2:1 for the channel sideslopes.
3. Water bars will be constructed every 100 feet on ripped road surfaces with grades of 5-15 percent, and every 66 feet on ripped road surfaces with grades exceeding 15 percent.
4. Where the cut slope is more than 3 1/2 feet high, each connecting end of all road sections to be abandoned will be reshaped to the original slope profile for 40 linear feet. When the cut slope height is 3 1/2 feet or less, a slash barrier will be constructed at each connecting end.
5. All removed culverts will be transported from the logging unit and hauled to a recycling location, or the Tribal Forestry Office in Ronan, Montana, as directed by the OIC.

ROLLING DIP

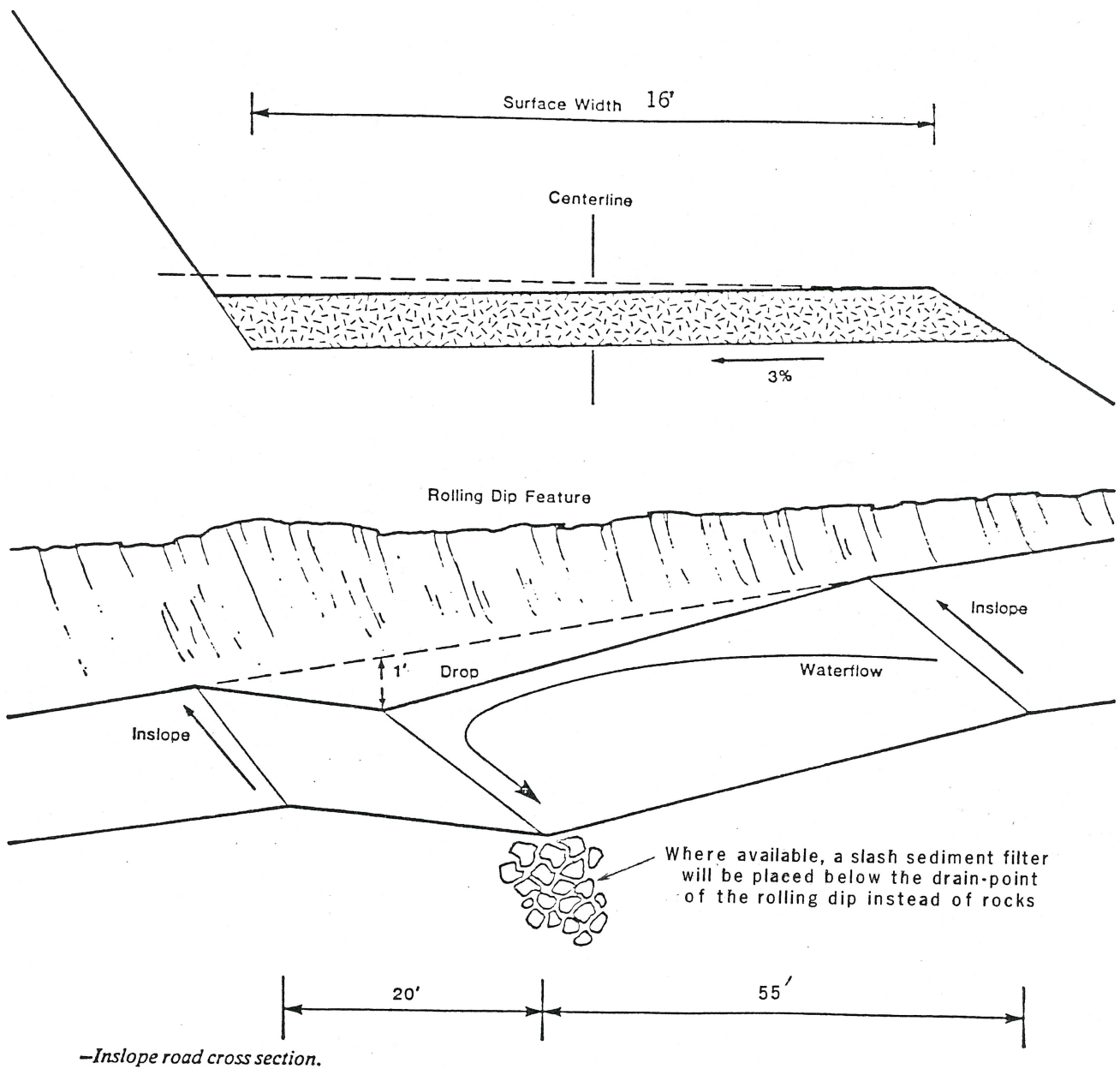


Figure B-1

CATTLEGUARD

CS&KT FORESTRY DEPARTMENT

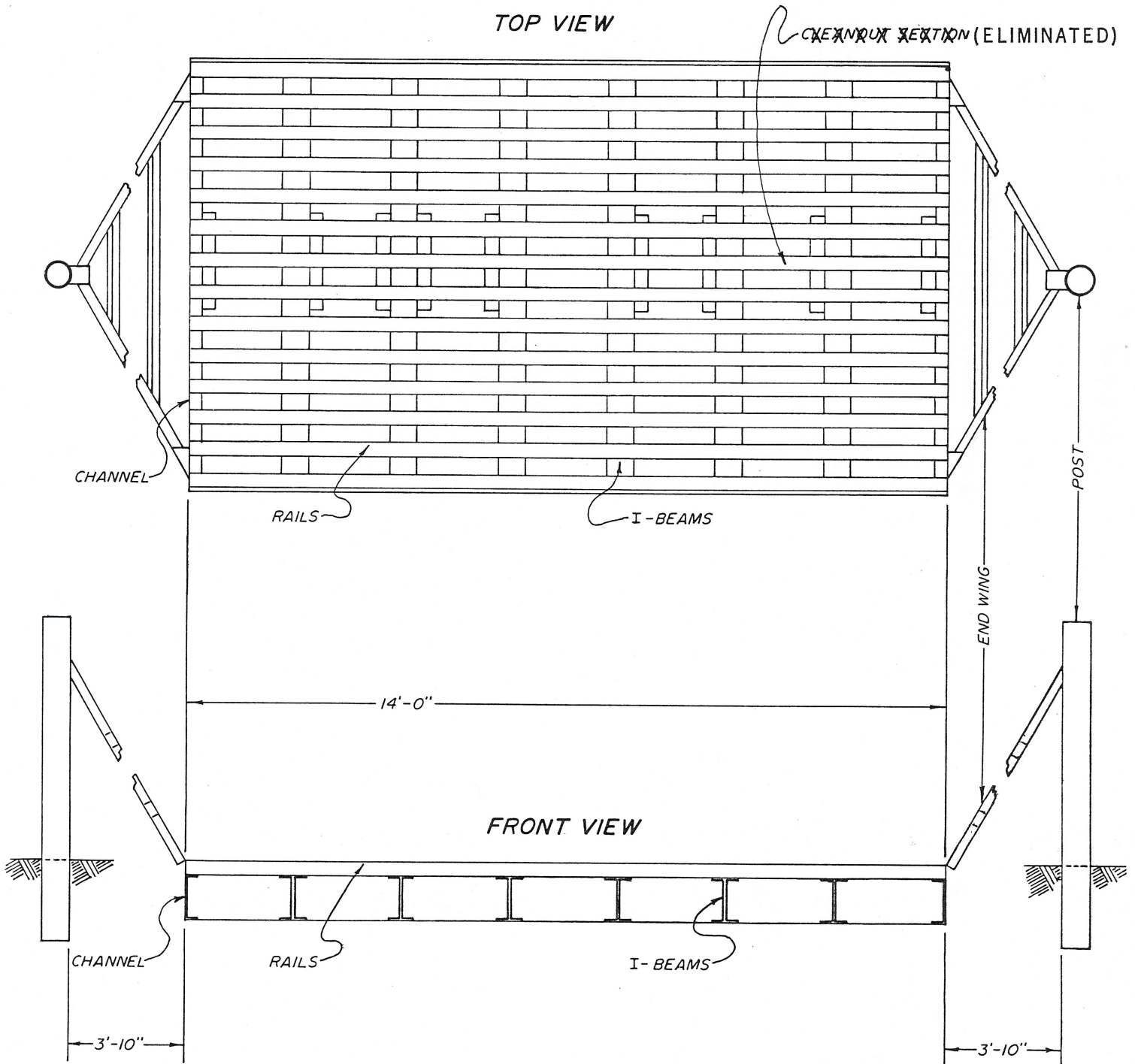
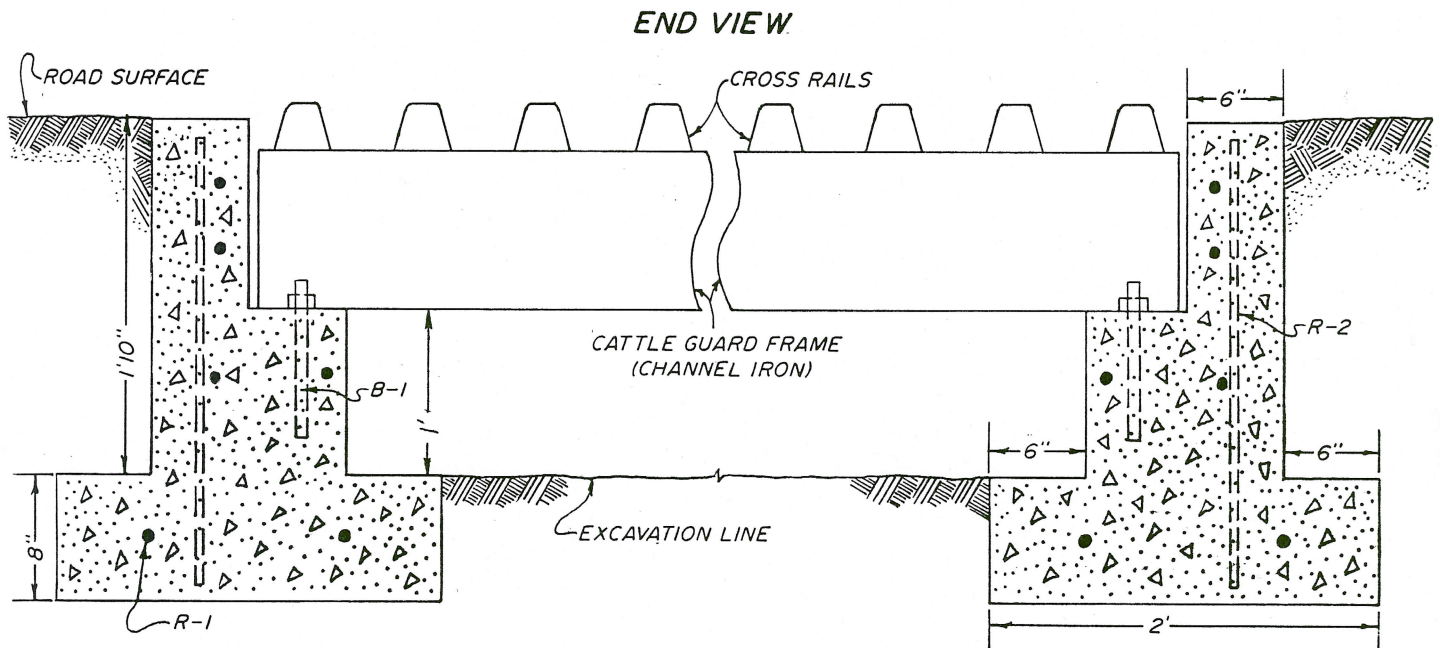


Figure B-2

Contract Exh B
Martin Gulick - 3/96

CATTLEGUARD CONCRETE FOUNDATION

CS&KT FORESTRY DEPARTMENT



B-1 = 3/4" X 10" ANCHOR BOLT

R-1 = 1/2" X 14' HORIZONTAL REBAR (6 EACH SIDE)

R-2 = 1/2" X 2'2" VERTICAL REBAR ON 2' CENTERS (8 EACH SIDE)

Specifications:

1. Concrete will be Class A type having a minimum compressive strength of 3000 psi (five sack mix).
2. Reinforcing steel will be at least 1/2" diameter and be covered by at least 2" of concrete.
3. Concrete foundation sides will be at least 2'6" deep and run the entire length of the cattleguard.
4. Cattleguard will be secured to each foundation side by four 3/4" diameter x 10" long anchor bolts.

Figure B-3

Contract Exh B
Martin Gulick - 3/96

STEEL STOCK GATE

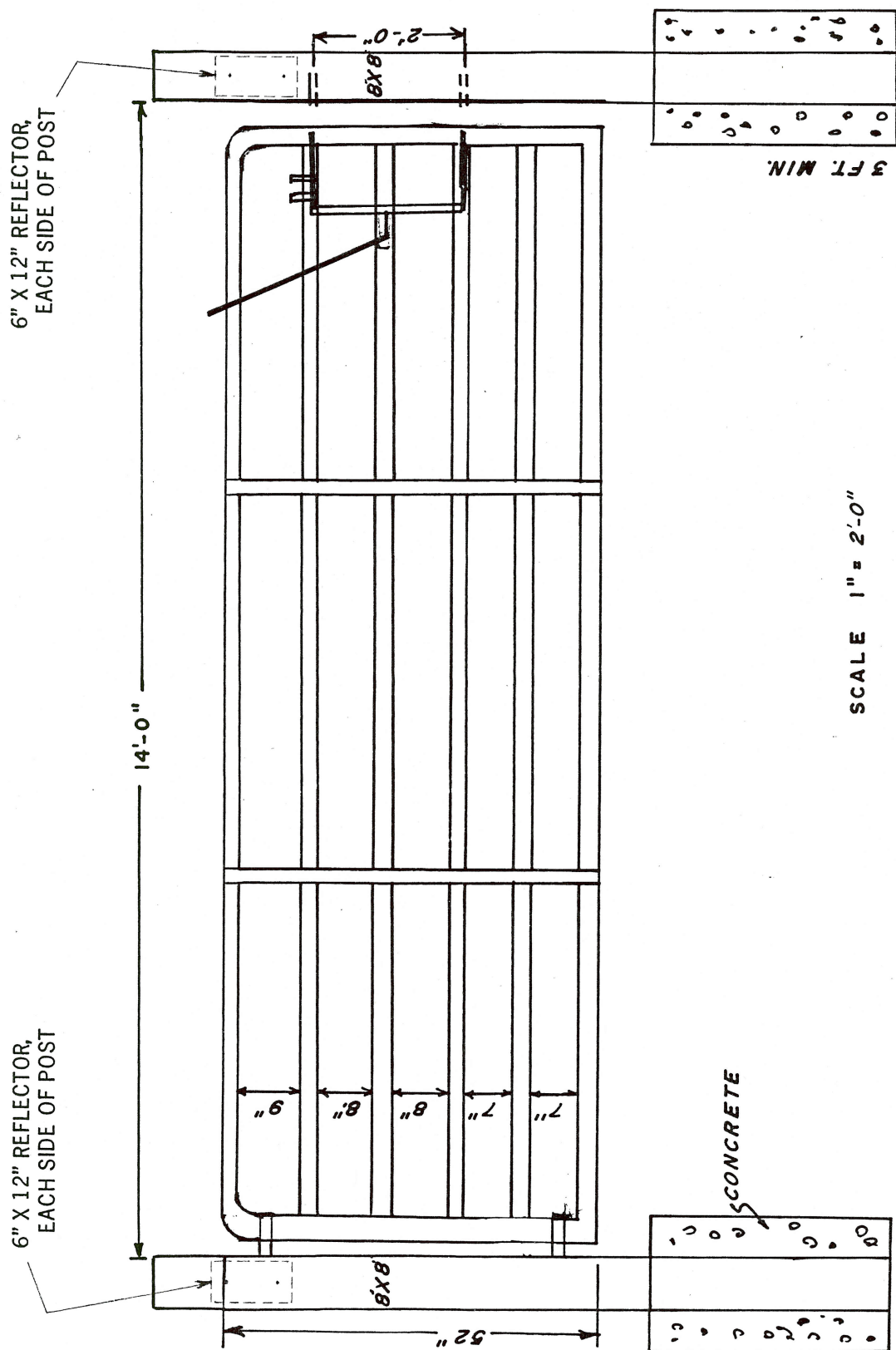


Figure B-5

FILTER FABRIC SEDIMENT TRAP

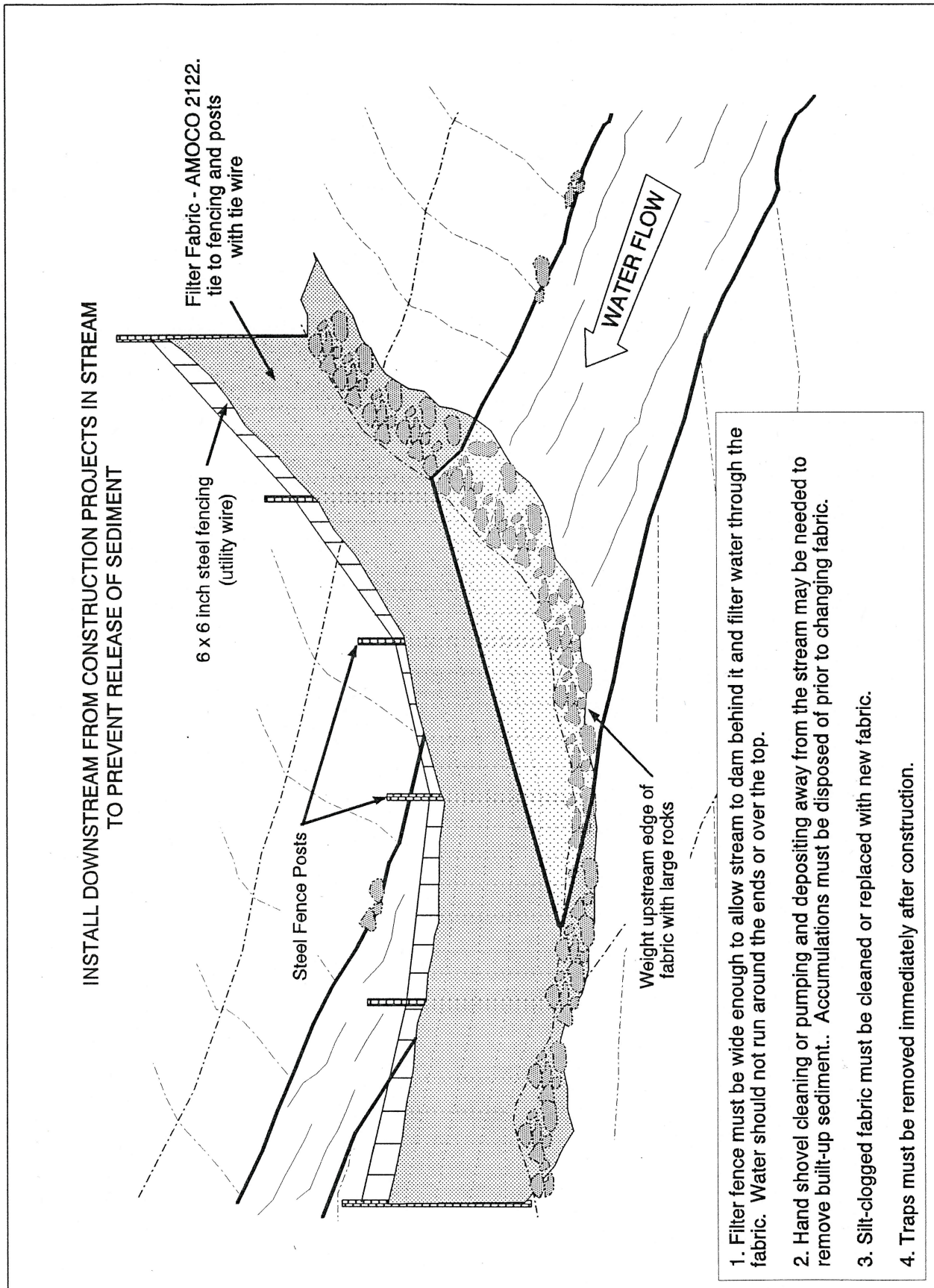
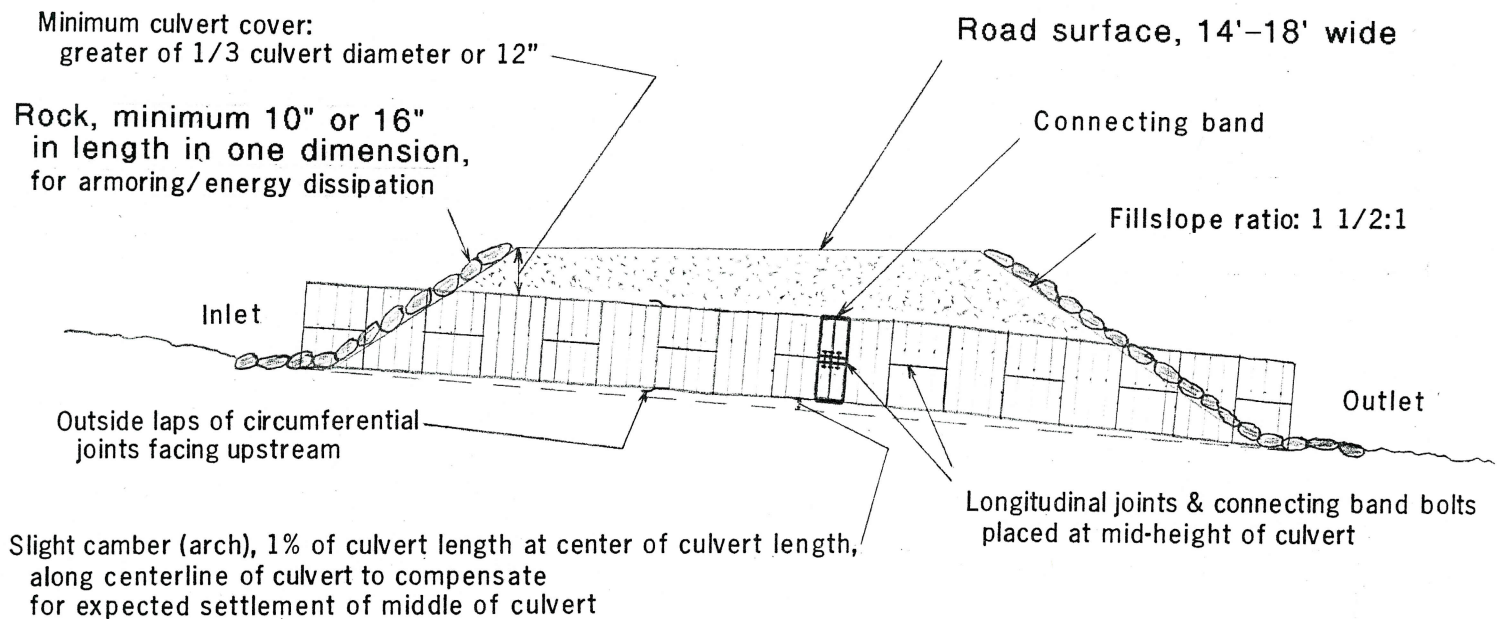


Figure B-6

CULVERT

SIDE VIEW



END VIEW - INLET AND OUTLET

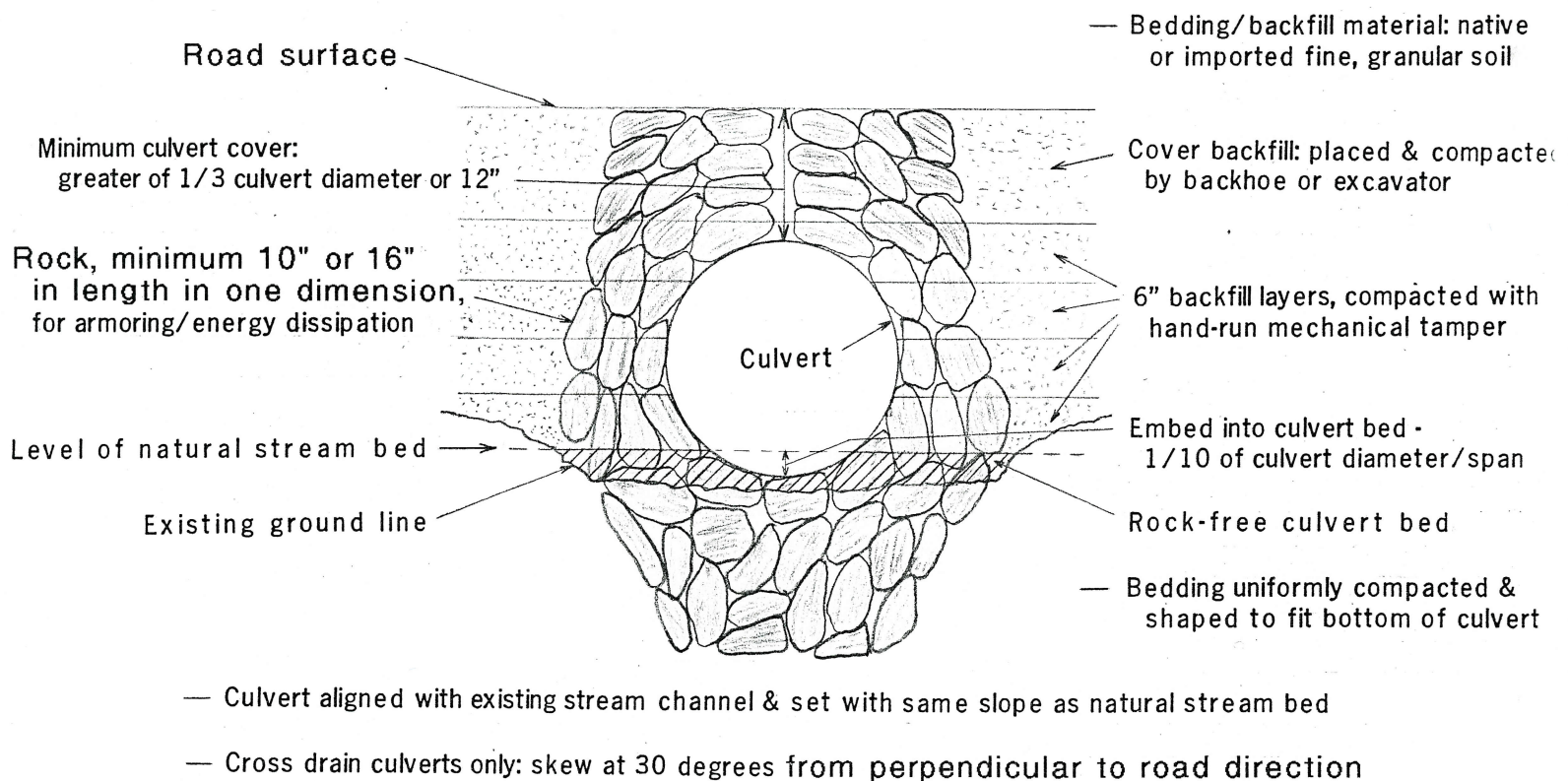
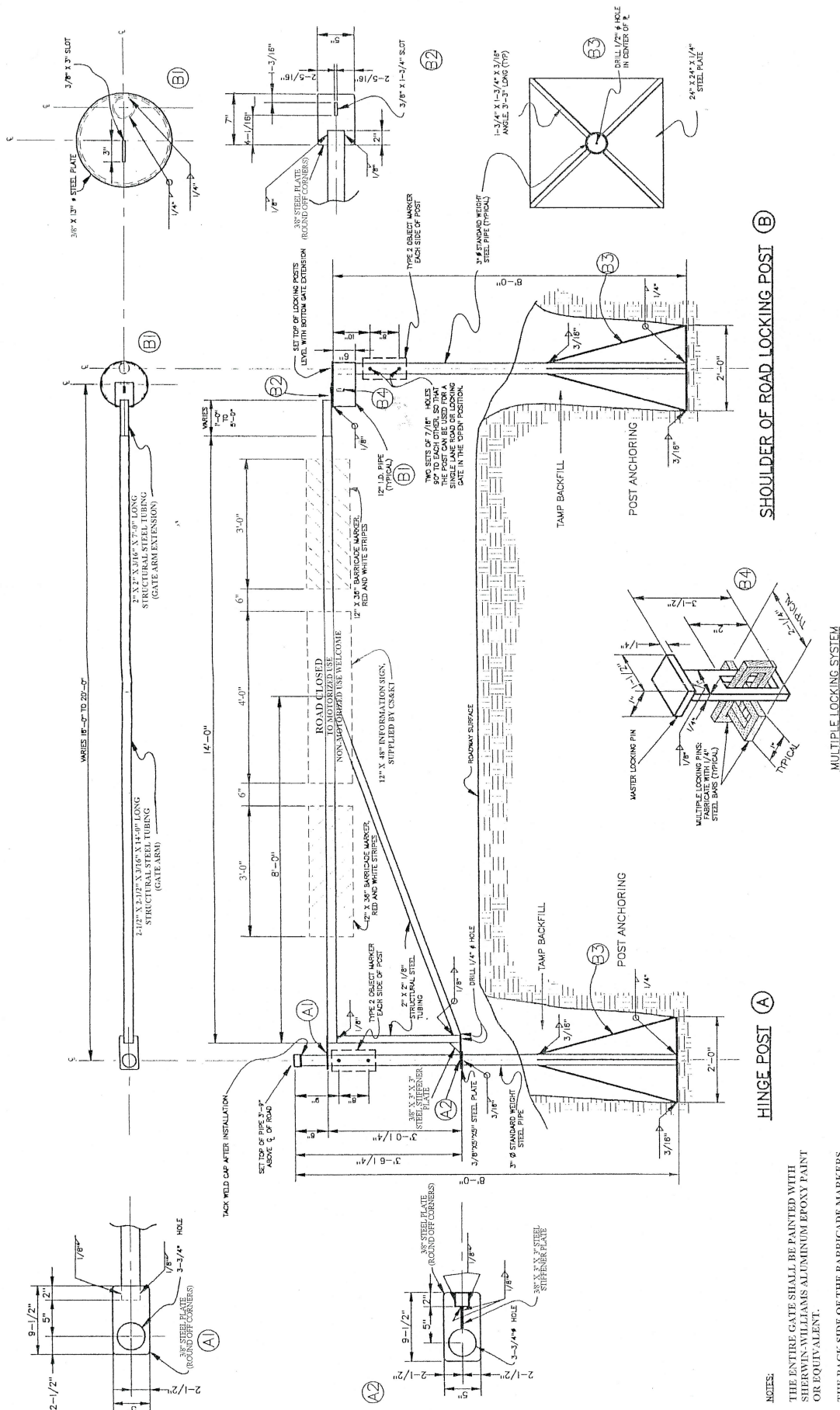


Figure B-7

ROAD CLOSURE GATE (SHEET 1 OF 2)



ROAD CLOSURE GATE (SHEET 1 OF 2)	SHEET	TOTAL
CS&K TRIBAL FORESTRY	12/3/98	

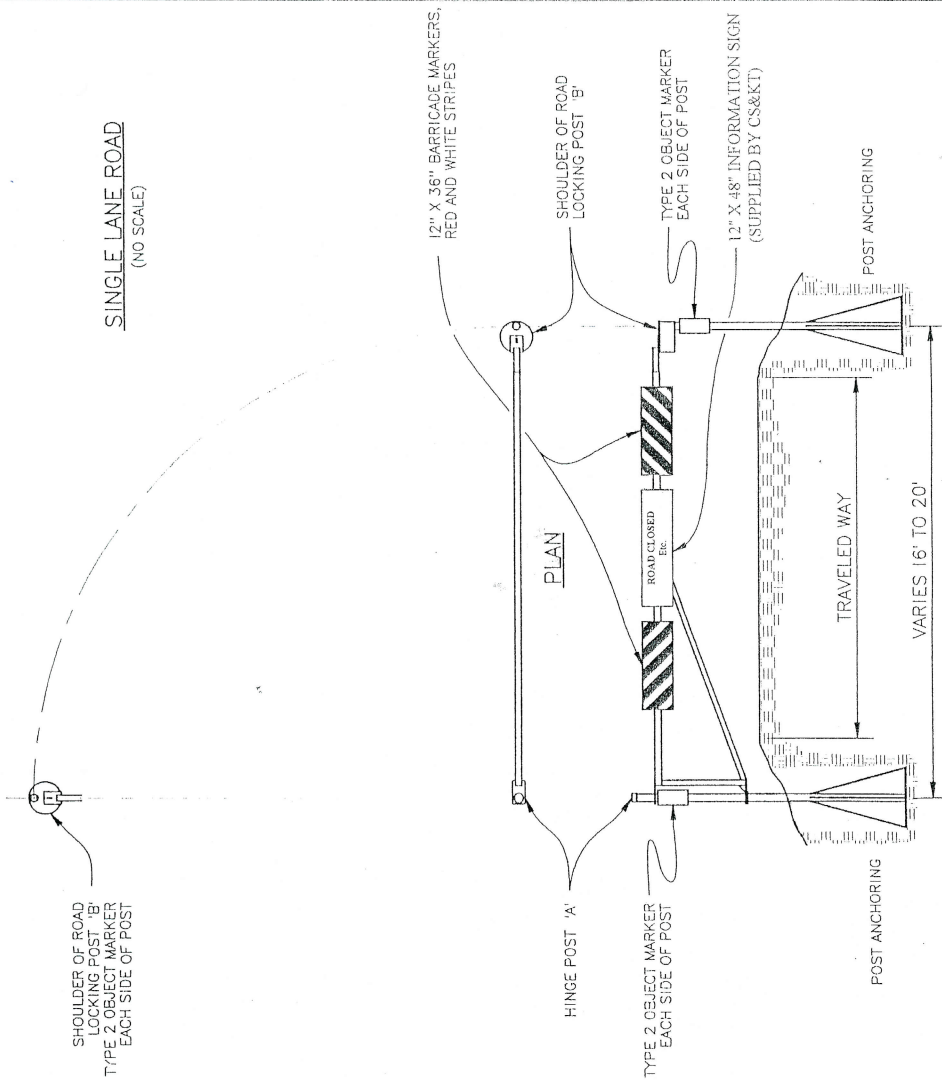
(NOT TO SCALE)

Figure B-4 (Sheet 1 of 2)

ROAD CLOSURE GATE (SHEET 2 OF 2)

MATERIAL LIST FOR ROAD CLOSURE GATE (FITS ROADWAY CLOSURES FROM 16 TO 20 FEET WIDE)

QUANTITY	DESCRIPTION
1	GATE ARM AND ARM EXTENSION.
1	HINGE POST 'A' WITH PIPE CAP.
2	LOCKING POSTS 'B'.
1	MASTER LOCKING PIN.
2	LOCKING SYSTEM BARS.
2	12" X 36" BARRICADE MARKERS, RED AND WHITE STRIPES ON BOTH SIDES OF SIGN (ONE LEFT, ONE RIGHT).
1	12" X 48" PUBLIC INFORMATION SIGN (SUPPLIED BY CS&KT).
6	6" X 12" TYPE 2 OBJECT MARKERS.
6	3/8" X 4" X 5" SQUARE U-BOLTS WITH ONE 3/8" X 4" U-BOLT PLATE AND TWO FLAT AND TWO LOCK WASHERS AND TWO NUTS FOR MARKERS AND SIGN ON GATE ARM.
6	3/8" X 6" CARRIAGE BOLTS WITH ONE FLAT AND ONE LOCK WASHER AND ONE NUT FOR OBJECT MARKERS ON POSTS.
3	24" X 24" X 1/4" STEEL PLATE.
12	1-3/4" X 1-3/4" X 3/16" ANGLE, 3'-3" LONG.



ROAD CLOSURE GATE (SHEET 2 OF 2)	SHEET	TOTAL
CS&K TRIBAL FORESTRY	12/3/98	

Figure B-4 (Sheet 2 of 2)

CONTRACT EXHIBIT D

GENERAL SCARIFICATION AND SLASH DISPOSAL SPECIFICATIONS

General Considerations

When the Contract calls for scarification, piling, fireline construction or slashing, this Exhibit will provide the technical specifications for such activities.

Scarification, piling, and mechanical fireline construction will be permitted only during dry or occasionally frozen soil conditions as determined by the Officer-in-Charge.

Scarification, piling, and mechanical fireline construction will be accomplished with a minimum D-5 or equivalent. Crawler-type excavator specifications will exceed a minimum of 95 horsepower with a ground pressure maximum of 7.0 pounds per square inch. The *maximum* size of all equipment will be limited by the machines ability to operate in selection prescriptions without doing damage to residual regeneration, seed trees or soil.

Tractors or excavators will be equipped with a brush blade or other attachment designed for site preparation. Equipment used and size will be approved by the Officer-in-Charge.

CLEAR-CUT AND SEED TREE BLOCKS - BROADCAST BURN

Hand-Fireline Construction

Hand-lines must be 18 inches in width, to mineral soil, with "cup trenching" required on under-slung line locations. The fireline must be brushed out and cleared of all slash, conifers and brush for a distance of 4 feet inside and 2 feet outside of the hand-line location. All fireline slash must be thrown and scattered inside the burn unit without the creation of a slash berm adjacent to the brush out zone.

Tractor-Fireline Construction

Tractor-lines must be at least 10 feet wide, to mineral soil, free of all slash and debris. No concentrations of slash are to be left along the tractor-line.

Excavator-Fireline Construction

Excavator-line must be a minimum of 24 inches in width, to mineral soil, with "cup trenching" required on underslung line locations. The fireline must be brushed out and cleared of all slash. All conifers and brush, that exceed 3 feet in height, must be cleared for a distance of 10 feet inside and 4 feet outside of the excavator-line location. All fireline slash must be thrown and scattered inside the burn unit without the creation of a slash berm adjacent to the brush out zone.

Slashing

All trees exceeding 3 feet in height must be felled with stumps no higher than 6 inches and sawed at a flat angle.

Snag Felling

Designated hazard trees and all snags that will fall within 30 feet of any fire line on broadcast-burn units must be felled. Snags must be felled at an angle of 45 degrees or less to the slope to prevent rolling.

Erosion Control

Fire lines will have water bars every 132 feet on slopes 15-30 percent, every 100 feet on slopes 31-45 percent, and 66 feet on slopes over 45 percent unless waived or modified by the Officer-in-Charge. In lieu of water bars, slash concentrations may be placed at the above intervals, or slash may be distributed over the entire length of the skid trail.

CLEAR-CUT AND SEED TREE BLOCKS - MECHANICAL SCARIFICATION

Scarification Specifications

The objective of scarification is to disrupt surface root systems of grass, forbs and brush and create bare mineral soil over the prescribed percentage area, without deeply gouging into the sub-surface soil layers. Deep rutting from turning tracks or blades is to be avoided.

Scarification will expose between 30 and 50 percent of bare mineral soil as specifically determined by the Officer-in-Charge. This percentage will be distributed as evenly as practical across the treatment area.

Logging slash will be left distributed on the site except where slash concentrations are so heavy as to prevent proper scarification. When this occurs, spot piling may be used to achieve the required scarification. In areas piled, a minimum of 5 (dry sites) to 15 (wet sites) tons/acre of large wood material (> 6 inches) should be left scattered across the site where available and practical to do so. The following table provides an estimation guide for assessing down woody debris on site:

Course Woody Debris: Tons/acre/100 Foot Distance

No. of pieces per 100 feet	6 inch dia (small end)	8 inch dia	10 inch dia	12 inch dia	18 inch dia
1	1.7	3.0	4.7	6.7	15.1
2	3.4	6.0	9.3	13.4	30.2
3	5.0	9.0	14.0	20.1	45.2

Except where piles occur, slash must be trampled and crushed to less than 2 feet in height if practical to do so.

Slashing

The purchaser is required to fall all unmerchantable or cull green trees greater than 3 feet in height unless the Officer-in-Charge designates otherwise, when prescribed in the Contract A-clauses.

Slash Piling

Where slash piling is prescribed, piles will be compact, free of dirt, kept small and placed as far as practical from reserve trees or improvements. Large woody material should be left scattered on site rather than piled, where practical. This would include long butts, fallen snags or other larger cull material.

Snag Felling

All snags are to be left standing unless they are determined to pose a safety hazard by the Officer-in-Charge.

UNEVEN-AGED BLOCKS - MECHANICAL SCARIFICATION

The General Specifications discussed above under CLEAR-CUT AND SEED TREE BLOCKS - MECHANICAL SCARIFICATION shall apply except that slashing shall occur only in group selects unless this Contract directs otherwise.

Scarification

When scarification is called for within individual tree selection stands, two specifications will be given: 1) percent of stand to be treated and 2) percent scarification of that area

treated. Generally the first specification will be between 15 and 30 percent of the area. Areas selected for treatment should:

- be large enough to maneuver machinery without damaging reserve trees
- target patches of brush and hardwood species, except aspen
- avoid established patches of ponderosa pine, larch, lodgepole pine
- target patches of Douglas-fir and true firs when directed by the Officer-in-Charge or within the A-clauses of this the Contract.