UNITED STATES DEPARTMENT OF THE INTERIOR

# Bureau of Indian Affairs

# ESTIMATED VOLUME CONTRACT - PART A

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|   |

Contract Name:

Contract Number:

Indian Reservation:

Ownership:

1. Authority

This contract is made under the authority of Section(s) 7 and/or 8 of the Act of June 25, 1910 (25 U.S.C. 406 and 407), as amended by the Act of April 30, 1964 (P.L 88-301); the National Indian Forest Resources Management Act of November 28, 1990 (25 U.S.C. 3101 et seq.); and in accordance with the regulations of 25 CFR § 163.

1. Parties to the Contract

|  |
| --- |
|  |

**Seller**

Name:

|  |
| --- |
|  |
|  |
|  |

**Purchaser**

Name:

Address:

|  |
| --- |
|  |

1. Contract Representatives

**Approving Officer**

or an authorized BIA representative is the Approving Officer.

|  |
| --- |
|  |

**Officer in Charge**

is hereby designated as the Officer in Charge to oversee harvest operations and the duties associated with the execution, compliance, monitoring, and payments for the contract.

1. Forest Products Sold

The Seller agrees to sell to the Purchaser and the Purchaser agrees to buy, in accordance with the terms and conditions of this contract and the attached Part B Standard Provisions, which are made a part hereof, all of the merchantable forest products designated for harvest on Tribal and/or allotted lands within the boundaries described in A8.

1. Performance Bond

The Purchaser agrees to provide and maintain a bond satisfactory to the Approving Officer, conditioned upon the acceptable performance of all the terms of this contract. The Purchaser gives the Approving Officer Power of Attorney (POA) over the performance bond and agrees that in case of failure to acceptably perform any provision of this contract, the Approving Officer has authority to use the bond to satisfy any damages, costs, expenses, or deficiencies.

|  |
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|  |

The required Performance Bond amount is:

1. Contract Dates

|  |
| --- |
|  |

Unless this contract is extended in accordance with B2.10 and B2.11 of the Standard Provisions,

|  |
| --- |
|  |

The Purchaser must cut and pay for all forest products on or before:

The Purchaser must complete all other contract obligations on or before:

1. Harvest Schedule

Minimum and maximum harvest block volumes that must be cut and paid for by the dates specified:

|  |  |  |  |
| --- | --- | --- | --- |
| Harvest Block  | Minimum Volume | Maximum Volume | Date |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|   |   |  |  |

1. Sale Area Description

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Ownership Type | Title Tract Number | Township | Range | Section | Sale Area Acres | Harvest Block Acres |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |   |   |   | Tribal |  |  |
|  |   |   |   | Allotted |  |  |
|  |   |   |   | Other |  |  |
|  |   |   |   |  Total |  |  |

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:

1. Designation of Forest Products for Harvest
2. Volume

**(a)** **Estimated Volume of Designated Forest Products:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Species**  | **Product**  | **Unit of Measure****(UOM)** | **Estimated Volumes**  |
| **Tribal**  | **Allotted**  | **Total**  |
|  |  |  |  |  |  |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   | Summary by Product and Unit of Measure |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |  |

The volume stated above is an estimate only and is not a guarantee or a limitation of the volume designated for harvest.

**(b) Additional Forest Products.** The Officer in Charge may designate additional forest products for removal within the sale area boundary. These forest products may be designated due to insect damage, windthrow, clearing for roads and landings, other improvements, or previously undesignated forest products damaged in harvest operations under this contract and will be paid for at contract rates as stated in A12(b).

1. Payments

The Purchaser must pay for all forest products in accordance with sections B3 and B4 of the Standard Provisions.

|  |
| --- |
|  |

**(a) Advance Deposits**

The minimum advance deposit is:

|  |
| --- |
|  |

The minimum advance deposit balance that must be maintained during the contract is:

**(b) Advance Payments**

|  |  |  |
| --- | --- | --- |
| **Tract** | **Advanced Payment amount required** | **Payment Due Date** |
|  |  |  |
|  |  |  |
|  |  |  |
| Total |  |  |

1. Pay Rates

**(a)** **Designated Forest Products Rates.**The rates paid, unless A12(e) applies, for the Forest Products specified in A10(a) are listed below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Species**  | **Product**  | **Unit of Measure**  | **Estimated Volume**  | **Rate** **per Unit**  | **Estimated Value**  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |   | **Totals** |  |   |   |

**(b)** **Additional Forest Products Rates.** Forest Products that are not specified in Provision A12(a) above which may be harvested pursuant to A10(b) are paid for at the rates shown below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Species**  | **Product**  | **Unit of Measure**  | **Rate** **per Unit** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |   |   |  |

**(c)** **Additional Fees and Deposits.** In addition to payments for Forest Products at rates in A12(a), the Purchaser must pay additional fees or deposits to cover the appraised or set costs of associated sale activities. These additional payments are summarized in the table below, and are specified in Provision A15, A16, or A17 at the rates shown below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Fee or Deposit**  |  **A Provision Reference** |  **Unit of Measure**  | **Rate per Unit** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**(d)** **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 A15, A16, or A17 at the rates shown below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Damage**  |  **A Provision** **Reference** |  **Unit of Measure**  | **Rate per Unit** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |   |   |  |

**(e) Periodic Determination of Stumpage Rates***.*

|  |
| --- |
|  |
|  |

The stumpage rates will be adjusted beginning on:

The stumpage rates will be adjusted on the interval:

The stumpage rates which become effective for each period are the current stumpage rates plus or minus **\_\_\_\_\_** percent of the difference between the index rates for the period just passed and the base index rates in the table below. The rate will not be adjusted below the minimum rate per unit in the table below.

The index to be used for each species and product combination and the base index rate at the time of the contract approval date are contained in the following table:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Species**  | **Product**  | **Index** | **Stumpage Rate from A12(a)**  | **Base Index Rate** | **Minimum Rate per Unit** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

The Officer in Charge will obtain statements of the index rates used for each period during the life of the contract from an index, through published reports, or otherwise. The index cannot change through the life of the contract except by contract modification.

1. Utilization of Merchantable Forest Products

Unless otherwise specified only designated forest products meeting or exceeding the following utilization specifications are required to be harvested.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Species** | **Product** | **Number of Pieces per Tree** | **Piece Length (feet)** | **Scaling Diameter (inches)** | **Defect (percent)** | **Net Scale per piece (board feet only)** |
|  |  |  |  |  |  |  |
|   |   |   |   |   |   |   |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |

1. Scaling

**(a)** **Designated forest products.**

**(b)** **Additional forest products.**

1. Slash and Cull Tree Disposal

1. Road Construction and Maintenance
2. Special Provisions

**A18. Signatures and Effective date**. This contract is between the **Purchaser** and a **Seller**, which is a **Tribe** or a **single owner Allottee**, and becomes effective on the date of signature by the Approving Officer. Witnesses are required if Purchaser is other than a corporation. If Purchaser is a corporation, include the corporation certification statement as a separate page.

|  |
| --- |
| **Purchaser** |
| Name of Corporation, Company or Individual |   |
| Signature & Date |   |
| Name & Title |   |
| Signature & Date |   |
| Name & Title |   |
| **Witness 1 for Purchaser Signature** |
| Signature & Date |   |
| Name & Address |   |
| **Witness 2 for Purchaser Signature** |
| Signature & Date |   |
| Name & Address |   |
| **Seller** |
| Signature & Date |   |
| Name & Title |   |
| Signature & Date |  |
| Name & Title |  |
| **Resolution Information** |
| Tribe Name |   |
| Resolution Title or Number |   |
| Resolution Approval (Date) |   |
| **Approving Officer** |
| Signature & Date |   |
| Name & Title |   |

**A18. Signatures and Effective date**. This contract is between the **Purchaser** and **Seller**, which is the **Tribe** and **Allottees with Power of Attorney (POA)** forms, and becomes effective on the date of signature by the Approving Officer. Witnesses are required if Purchaser is other than a corporation. If Purchaser is a corporation, include the corporation certification statement as a separate page.

|  |
| --- |
| **Purchaser** |
| Name of Corporation, Company or Individual |   |
| Signature & Date |   |
| Name & Title |   |
| Signature & Date |   |
| Name & Title |   |
| **Witness 1 for Purchaser Signature** |
| Signature & Date |   |
| Name & Address |   |
| **Witness 2 for Purchaser Signature** |
| Signature & Date |   |
| Name & Address |   |
| **Seller - Tribe** |
| Signature & Date |   |
| Name & Title |   |
| Signature & Date |   |
| Name & Title |   |
| **Resolution Information** |
| Tribe Name |   |
| Resolution Title or Number |   |
| Resolution Approval (Date) |   |
| **Seller - Allottee Legal Representative** |
| Signature & Date |   |
| Name & Title |   |
| **Approving Officer** |
| Signature & Date |   |
| Name & Title |   |

**A18. Signatures and Effective Date**. This contract is between the **Purchaser** and **Seller**, which are **Allottees with Power of Attorney (POA)** forms,and becomes effective on the date of signature by the Approving Officer. Witnesses are required if Purchaser is other than a corporation. If Purchaser is a corporation, include the corporation certification statement as a separate page.

|  |
| --- |
| **Purchaser** |
| Name of Corporation, Company or Individual |   |
| Signature & Date |   |
| Name & Title |   |
| Signature & Date |   |
| Name & Title |   |
| **Witness 1 for Purchaser Signature** |
| Signature & Date |   |
| Name & Address |   |
| **Witness 2 for Purchaser Signature** |
| Signature & Date |   |
| Name & Address |   |
| **Seller - Allottee Legal Representative** |
| Signature & Date |   |
| Name & Title |   |
| **Approving Officer** |
| Signature & Date |   |
| Name & Title |   |

**Corporation certification statement (required for corporations only)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| I,  |   | , certify that I am the  |   | ,   |
|   | **(Name of Certifier)**  |   | **(Title of Certifier)**  |   |

|  |  |  |
| --- | --- | --- |
| of the corporation named as the Purchaser in A18 of Contract Number  |   | ,   |
|   |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| and that  |   | signed this contract is  |  |
|   | **(Name of Contract Signer)**  |   | **(Title of Contract Signer)** |

of the corporation and that the contract is signed on behalf of the corporation by authority of its governing body, and within the scope of its corporate powers.

|  |  |
| --- | --- |
|   |  |
|   | **(Signature of officer attesting this certificate, cannot be same as contract signer)** |

|  |  |
| --- | --- |
|   |  |
|   | **(Corporate Seal, if no seal witness name signature and date)** |

**Instructions for Completion of Estimated Volume Contract Part A**

Additional information regarding specifics of various areas of this contract can be found in 53 IAM 3-H, Harvest of Forest Products handbook. The Standard Part B Provisions (BIA Form 5-5323) are to be attached to Part A of the Contract.

1. **Header**

The header must not be altered or deleted.

In the upper left corner:

BIA, Office of Trust Services

Division of Forestry

BIA Form 5-5324

In the upper right corner:

Revision date: Month, Year

1. **Footer**

Contract Name, Number, and Page numbers are required. Re-number the appropriate signature page that is used, consecutively with the first part of the contract.

1. **Introductory Information**

**Contract Name:** Provide a name for the contract that is useful in identifying the contract. This is the name that will be entered into the Trust Asset and Accounting Management System (TAAMS).

**Contract Number:** 10-character alphanumeric. Refer to Regional TAAMS Business Rules for the contract number format.

**Indian Reservation:** Specify the name of the reservation whose lands are covered under the contract or the “State/Region” and “public domain”.

 **Ownership:** (Write or use drop down to select one of the following types)

* “Tribal Only”
* “Single Allotment Only”: One allotment use only, can consist of many owners.
* “Tribal and Allotted”: Use when lands under contract include Tribal and allotments.
* “Multiple Allotments”: Use when no Tribal lands are included but more than one allotment are under contract.
1. Authority

Statement is provided on the contract form and must not be altered or deleted.

1. Parties to the Contract

**Seller**

* + - * Tribal Contract: The name of the Indian Tribe, followed by “as represented by the duly authorized Tribal representatives”. In cases of exceptions, for example if Tribal organic documents state otherwise, instructions from the Approving Official should be obtained.
* Single Allotment Contract: The name of the original allottee, if living, is shown as the Seller. In the case of heirship allotments, the statement: “owner(s) of trust allotment (insert number)” is the Seller.
	+ - Tribal and Allotted Contract: Include the instructions above for Tribal and include the following for the allotment(s): “the owners of trust allotment(s) (insert number)”.
		- Multiple Allotment Contract: State the following, “the owners of trust allotments (insert numbers)”.
			* If additional space is required to document the Sellers, a list may be attached and labeled page 1a and in this space state “the owners of trust allotments listed on Page 1a,” as the Seller. If a Page 1a is used it will contain the following statement: “The owners of the following trust allotments constitute the ‘Seller’”. The allotments are then listed by allotment number and the Seller. If multiple owners, list as “Heirs”. Include “page 1a” in the footer of this page. Page 1a may include volume as per instructions in A10.

**Purchaser**

The name of the purchaser and the address in which the principal office or place of business is located. Ensure that the name inserted is the same as on bid proposal and signature page, including any Allotment Supplemental Agreements. If the Purchaser is not an individual, include the name of an individual who is the contact for the Purchaser.

1. Contract Representatives

**Approving Officer.** Insert the title of the position of the Approving Officer, usually Superintendent of (insert) Agency or Regional Director of (insert) Region.

**Officer in Charge.** Insert the title of the position that is the Forest Officer of highest rank at the Reservation or Agency who is delegated the authority to carry out the responsibilities of the Officer in Charge under the contract. The Officer in Charge may be a Tribal or Bureau employee.

1. Forest Products Sold

Statement is provided on the contract form and must not be altered or deleted.

1. Performance Bond

Enter the amount of the performance bond. Performance bonds are optional for Tribal enterprises and if not required, insert the phrase “Waived per 25 CFR 163.13(e)”. This amount must match the advertisement and prospectus.

1. Contract Dates

The dates for the purchaser to cut and pay (pay for, harvest, scale, and remove) all forest products and the contract expiration date are inserted in the spaces provided. If necessary, the contract expiration date may provide for additional time beyond the cut and pay date for completion of all other contract obligations above and beyond the cut and pay obligations.

No contract may exceed five (5) years from approval date.

1. Harvest Schedule

This defines the minimum and maximum harvest block volumes to be cut by specified dates. This information is entered into the table by harvest block or “All Blocks”. If no minimum harvest volume is required, enter “none” in the Minimum volume column, “All designated Volume” in the Maximum volume column, and the cut and pay date from A6 in the Date column.

1. Sale Area Description
* Write out the legal description of the sale area in the space above the table.
* Complete the Sale Area Description table, which may be modified as needed for local needs. Additional rows may be added or removed as needed for this and any following tables.
	+ The Ownership Type column will indicate “Tribal”, “allotted”, or in rare instances “other” ownership. Lands to be included in the “other” category are all lands categorized as government, fee or otherwise, that do not fall in the Tribal or Allotted classifications.
	+ The Title Tract Number column includes the prefix, number, and suffix. Not all tracts have a prefix or suffix.
	+ The legal description using Township, Range and Section (TRS) may be amended using “all” or “portions of” the legal description. List each tract separately and if the tract contains multiple TRS with harvest blocks, use a separate row for each TRS.
	+ Each tract has sale area acres and harvest block acres. They may be the same, but harvest block acres are never more than sale area acres. Harvest block acres are only the area to be harvested.
	+ The acres should be listed only to the nearest whole acre or 1/10th of an acre.
	+ Summarize by ownership type and total in the last 4 rows of the table.

A Sale Area map delineating the sale area boundary, harvest blocks, and showing other pertinent information must be attached as “Exhibit A” to the contract. Additional maps can be attached as needed to display additional information and would be labeled as Exhibit A-2, A-3, etc. Refer to 53 IAM 3-H for minimum map requirements.

In the space provided, describe how the harvest block boundaries are marked and identified on the ground including paint color, marks facing inward toward the harvest block, tags, property lines, no-entry areas for cultural or environmental reasons, etc.

1. Designation of Forest Products for Harvest

Describe the forest products designated for harvest by species, products, size, or other metrics. Also describe the method by which they are designated or marked for harvest. This includes paint color by tract or harvest block, whether marked forest products are to be retained or removed, removal by species, etc.

1. Volume
2. **Estimated Volume of Designated Forest Products table**

Add or remove rows as needed. These entries must be the same as the advertisement and are split by ownership type.

* The Species column indicates the species or species group. It is recommended to include “and other species” with one of the species or species groups.
* The Product column indicates the selling product (i.e., sawlogs, pulpwood, fuelwood, etc.).
* The Unit of Measure (UOM) column shows the unit used to measure the product indicated. For example, “MBF” for sawlogs, “Cord” or “Tons” for fuelwood or pulpwood, “each” for posts or cabin logs, “lineal feet” for pilings, and other appropriate designations for the products listed. The Unit of Measure is the metric that the harvested volume will be paid on.
* The Estimated Volume columns display those volumes from the Forest Officer’s Report and from the advertisement. If there are multiple allotments, the volumes from each allotment may be represented in this table, or this area can be used for a summary. This provides the purchaser with information to determine differences in allotments. It may also aid in inputting estimated volumes into TAAMS for advanced payments. If desired, page 1a may be used to provide that detail and this table may be used for the summary.
* When product volumes have not been estimated, they are entered below the estimated volumes and the word “undetermined” is entered in the appropriate columns. Undetermined volumes should only be used for species and products that may be within the sale but were not sampled during the cruise. The undetermined species and products are not biddable species.
* In the Summary area provide totals by Product and Unit of Measure as appropriate.
1. **Additional Forest Products**

Statement is provided on the contract form.

**Optional Page 2a**

This optional page can be used when allotments are included in the contract and can help with TAAMS input of tracts and estimated volumes to aid in Advance Payment and other calculations. The table is to be headed by the statement: “Supplemental Data Related to provisions A8 and A10”.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Species |  |  |
|  |  |  |  |
| Tract Number | Volume (MBF) | Volume (cords) | Total Volume (MBF) | Total Volume (cords) |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Total |  |  |  |  |  |  |

This table can be combined with the information in the table included for Sellers as page 1a and modified to meet local needs, such as number of species or different UOM. Add additional rows as necessary.

1. Payments

The general requirements for payments are contained in Standard Provisions B 3.0 and B 4.0.

1. **Advance Deposits**

If requested, the Approving Officer may waive the Advance Deposit requirement at their discretion for Tribal Enterprises purchasing Tribal trust timber. When not required, the phrase “N/A per 25 CFR 163.13(d) and 163.22(a)” is added.

* The minimum advance deposit is the minimum amount the forestry office will request by invoice from the Purchaser to submit for deposit. Two possible methods of determining this amount are:
	+ Use at least ten percent of the value of the contract minimum annual cut based on the contract stumpage rates.
	+ Divide the total estimated sale value by the operational months of the contract.
* A minimum advance deposit balance must also be specified. It is recommended that the minimum advance deposit balance be at least 25% - 50% of the minimum advance deposit.
1. **Advance payments**

If advance payments will be collected, they will be specified in this table. Value by tract and due date will be specified except the due date may be delayed until approval of the Allotment Supplemental Agreement. In those cases, wording such as “within 30 days of signing of the Allotment Supplemental Agreement” is included. If no advance payments are required, this provision (A11(b)) is removed or “n/a” is entered into the first cell.

1. Pay Rates
2. **Designated Forest Products Rates**

The Species, Products, Unit of Measure, and Estimated Volume entries must be the same as those in provision A10(a). The entries in the Rate per Unit column are the accepted bid rates from the Purchaser or rates determined for non-biddable forest products. The Estimated Value is the Rate per Unit multiplied by the Estimated Volume.

1. **Additional Forest Products Rates**

Entries are for forest products not included in provision A12(a) and removable as stated in provision A10(b). The entries in the Rate per Unit column are the rates accepted by the Approving Officer before advertisement or negotiation for the sale of forest products. These rates are usually developed in the appraisal. Grouping of the species and products may occur when appropriate. If there are no species and products in this category, the word “None” is inserted.

1. **Additional Fees and Deposits**

Fees and Deposits may include, but are not limited to, scaling, the maintenance and rehabilitation of roads and trails, road closure, sand and gravel removal, slash burning, grass seeding, purchase and planting of seedlings, other silvicultural activities, cultural and archeological site protection, etc. Enter in the A Provision Reference column the reference to the provision A15, A16, or A17 where detailed payment information is specified. Unit of Measure and Rate per Unit columns are tailored to the specific line item.

1. **Liquidated Damage Amounts**

Liquidated damages include high stumps, soil damage, damage to residual trees and failure to complete contract requirements within the contract dates. The rate per unit must, at a minimum, reflect the loss in value to the Sellers. Consider if high stumps will affect site preparation for regeneration of the stand, or other conditions that would require a higher rate to cover the additional costs of lowering the stumps or working around them. Include a reference to the clause in provision A15, A16, or A17 where payment information is discussed in more detail.

1. **Periodic Determination of Stumpage Rates**

This provision is optional, delete this provision or enter “n/a” on the first line if this provision is not used.

It is recommended to use this provision where stumpage rates are expected to fluctuate significantly or for contracts with a duration of more than two (2) years to reduce risk relative to market changes.

If used, the start date for adjustments is entered in line 1. The interval that each adjustment will take place is entered in line 2 (monthly, quarterly, biannually, yearly, or another specified time period). The adjustment may be any value up to and inclusive of 100%. The adjustment percentage is entered in line 3.

The table is completed only for species and products that are subject to this provision. Any species and products that are included in this provision must be listed in A10(a) and A12(a). The table also includes the index to be used, stumpage rate at the time of contract approval, the base index rate at the time of contract approval, and the minimum rate the forest product may not be adjusted below.

An example of application of adjustment is as follows: If the stumpage rate at the time of contract approval is $280/MBF, the base index rate at the time of contract approval is $250/MBF; 2 years later the index rate is at $310/MBF, and the adjustment percentage is 75%. The new stumpage rate is: the difference between the base index rate and the current rate $60 ($310 - $250) multiplied by the adjustment percentage 75% ($60 x 75% = $45); $45 + $280 (the stumpage rate at the time of contract approval) = $325/MBF (the new contract rate, until the next periodic adjustment).

Each adjustment is based on the stumpage rates at the time of contract approval, the base index rate, and the current periodic index rate. Rate changes are not based on a previously adjusted rate.

1. Utilization of Merchantable Forest Products

The specifications are the minimum requirements for harvest of each forest product as stated in A10(a) and A10(b). They must align with the appropriate scaling rules as defined in A14. Grouping of species is optional, i.e., all softwood sawlog specifications, or all pulpwood where minimum merchantability specifications are the same, but the table must cover all species and products specified in A10.

1. Scaling
2. **Designated forest products**

The scaling rules to be used and method of revision are to be described in this provision. Detail any scaling provision to be applied in lieu of or supplementing B7 of the Standard Provisions. Items could include the types of truck tickets, scaling locations, etc. Check scaling standards should also be defined here.

1. **Additional forest products**

This is usually “The same as above” which is then added, but if different scaling methods or rules apply to the additional forest products, list them in this section.

1. Slash and Cull Tree Disposal

Standard Provisions B8.3.2.2 and 8.3.4 address slash and cull tree disposal. Details of the work to be completed and any additional detail of how funds are to be collected are provided here. Additional information must reference the Standard Provision that is being supplemented. Any fees that will be charged to the Purchaser for completing this work are identified in A12(c) and are based on calculations in the appraisal. Include payments for slash and cull tree work that were included in the appraisal and need to be paid by the purchaser, if applicable.

1. Road Construction and Maintenance

Detail any provision to be applied in lieu of or supplementing B10 of the Standard Provisions. If none, enter “refer to Part B Standard Provisions.” Describe road maintenance and construction requirements, improvements, and specifications. Items should include length of road to be constructed by road class, maintenance schedule, construction specifications, drainage and erosion control measures, etc. Include appropriate definitions. Road locations and any other improvements or requirements must be designated on Exhibit A, Sale Map. An Exhibit B, Road Specifications may be prepared which contains detailed illustrations and specifications for road requirements. Include payments for road related work that were included in the appraisal and need to be paid by the Purchaser. Reference A12(c) to ensure the additional fee is accounted for.

1. Special Provisions

The entries in this provision as well as those of provision A14, A15, and A16 must be carefully worded to avoid duplication and conflict with other contract language or with Part B Standard Provisions. Any deviations from Part B Standard Provisions should be noted in the appropriate provision of Part A. Care must be taken that the general powers of the contract are not diminished by additional specifications.

Include payments for any other work items that were included in the appraisal, not previously included in A15 and A16, that will be paid by the Purchaser. Reference A12(c) to ensure additional fees are accounted for.

Include wording for Allotment Supplemental Agreement when the following situations might occur:

* When there is the possibility of adding Allotments thru a modification to the Master Contract.
* To allow Advance Payments to be paid as Allotment Supplemental Agreement rather than at the signing of the Contract.

Wording to include under these or other situations as determined by the Approving Officer is:

*The Purchaser agrees, for the benefit of Indians holding trust allotments under this contract or that might be modified into this contract, to enter into separate agreements using the Allotment Supplemental Agreement form, subject to all the applicable terms and conditions of this contract. The Purchaser must enter into contracts within 30 days from the date of submission of such agreements by the Approving Officer to the Purchaser.*

1. Signatures and Effective Date

Each party to the contract must sign, manually or digitally, where required with the Approving Officer being the last to sign the contract. Additional originals may be signed, or copies of the contract documents may be reproduced as needed. There are different signature pages depending on the Seller. Select the appropriate signature page and remove the non-applicable signature pages prior to assembling the document for signature.

* If the Seller is a Tribe or single owner Allottee, use the first signature page, which includes the phrase in the first sentence: “**Tribe** or a **single owner Allottee”.**
* If the Seller is a combination of a Tribe and Allottees with Power of Attorney (POA), use the second signature page, which includes the phrase in the first sentence: “**Tribe** and **Allottees with Power of Attorney (POA)”**.
* If the Seller is an allotment owner(s) with POA(s) and the Tribe is not a party to the contract, use the third signature page which includes the phrase in the first sentence: “**Allottees with Power of Attorney (POA)”**.
1. **Purchaser**
* The first line is the printed name of the corporation, company, individual, or firm.
* The second line is the signature of the corporation representative, company owner, individual, or partners and date of signature.
* The third line is the name and title of the individual signing on the second line.
* The fourth and fifth lines are required if two people sign as Purchaser and are the same as the second and third line.

If the Purchaser is a corporation, the Corporation Certification page must be completed and included as an additional page to the contract.

1. **Witnesses for Purchaser Signature**

Two (2) adults must witness the Purchaser signature unless the Purchaser is a corporation in which case the Corporate Certification Statement must be completed.

1. **Seller**
* If the Seller is a Tribe or single owner Allottee who will sign the contract, the **first** Signature Page is used.

**Seller**

The Name and Title(s) of the authorized Tribal representative(s) are filled in and they sign in the designated locations. Or the single owner allottee signs. If the single owner allottee does not wish to sign the contract, they may sign a POA form, and the third signature page is used.

* If the Seller is a combination of a Tribe and Allottee(s) with POA(s), the **second** signature page is used.

**Seller - Tribe**

The Name(s) and Title(s) of the authorized Tribal representative(s) are filled in and they sign in the designated locations.

**Seller - Allottee Legal Representative**

 The Approving Officer signs for the allottees based on authority granted by POA.

* If the Sellers are allotment owner(s), with executed POA form(s), and the Tribe is not a party to the contract, the **third** signature page is used.

**Seller - Allottee Legal Representative**

The Approving Officer signs for the allottees based on authority granted by POA.

1. **Resolution Information**

Insert the name of the Tribe, the resolution title or number, and the date the resolution was approved (date signed or certified). This may be specific to the contract or a general resolution authorizing the council to sign timber contracts.

1. **Approving Officer**

The Bureau Official, as delegated by the Secretary, approves the contract by printing their name, signing, and entering the date of signature above their Title. The contract is not in effect until signed by the Approving Officer and the Approving Officer signature date is considered the Approval date of the Contract.

1. **Corporate Certification Statement Page**

Add this page if a corporation is the Purchaser. Include the name and title of the certifying official and the name and title of the individual who signed in the Purchaser section of the contract in the appropriate spaces. The corporate seal is then affixed. Corporations are required to complete this certification page.

Instruction Pages

Remove instruction pages when assembling the contract.