UNITED STATES DEPARTMENT OF THE INTERIOR

# Bureau of Indian Affairs

# PREDETERMINED VOLUME CONTRACT - PART A

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|  |
|  |

Contract Name and Number:

Indian Reservation:

Ownership:

**A1 Authority**

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

**A2 Parties to the Contract**

**Seller**

|  |
| --- |
|  |

Name:

**Purchaser**

|  |
| --- |
|  |

Name:

|  |
| --- |
|  |
|  |

Address:

|  |
| --- |
|  |

**A3 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 the Purchaser’s operations and the duties associated with the execution, compliance, monitoring, and payments for the contract.

**A4 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 the merchantable forest products designated for harvest on Tribal and/or allotted lands within the boundaries described in A7.

A5 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.

|  |
| --- |
|  |

The required Performance Bond amount is:

A6 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 the expiration date of:

A7 Sale Area Description

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Tribal/Allotted/Other** | **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:

A8 Designation of Forest Products for Harvest

A9 Volume and Payments

1. **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**  |
|  |  |  |  |  |  |  |  |
|   |   |  |   |   |   |  |  |
|   |   |  |   |   |   |  |  |
|   |   |  |   |   |   |  |  |
|   |   |  |   |   |   |  |  |
|   |   |  |   |   |   |  |  |
|   | Summary by Product and Unit of Measure |
|   |  |   |   |   |  |  |
|   |  |   |   |   |  |  |
|   |  |   |   |  |  |  |
|  |  |  |  |  |  | **Total** |  |

The volume stated above has been predetermined as a basis of payment. This is not a guarantee or a limitation of the volume designated for harvest. No adjustments will be made to the amount paid for an over or under-run of volume.

1. **Timing of Payments.** The Purchaser shall pay the total purchase price of the forest products as a single payment, or installment payments on the dates shown in the table below. Harvesting may not commence in any block until payment for that block has been verified as received by the Officer in Charge. Sections B3.3 and 3.4 of the Standard Provisions do not apply.

|  |  |  |
| --- | --- | --- |
| **Harvest Block** | **Due Date** | **Amount Due** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | **Total** |  |

1. **Additional Forest Products.** In addition to the forest products specified above, this sale also includes any other forest products in the contract area which the Officer in Charge may designate for cutting after the date of contract approval. This may include forest products damaged by the Purchaser’s operations. The Purchaser shall pay for additional forest products which may be cut in such amounts and at such times as called for by the Officer in Charge. Payment for additional forest products shall be computed at the appraised rates shown below:

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

1. **Additional Fees and Deposits.** In addition to payments for Forest Products as shown above, 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 A11, A12, or A13 at the rates shown below:

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

1. **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** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |   |   |  |

A10 Scaling

1. Designated Forest products. No scaling of designated forest products is required. Scale data can be requested for informational purposes.

1. Additional Forest products

A11 Slash and Cull Tree Disposal

A12 Road Construction and Maintenance

A13 Special Provisions

 A14 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 |   |

A14 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 |   |

A14 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 Predetermined Volume Contract Part A**

Additional information regarding the 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 5-5233) 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 5-5327

In the upper right corner:

Revision date: Month, Year

1. **Footer**

Contract Name, Number, and Page numbers are required. Renumber 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 is under contract.

A1 Authority

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

A2 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 the bid proposal and signature page, including any subsidiary contracts. If the Purchaser is not an individual, include the name of an individual who is the contact for the Purchaser.

A3 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 position that is the Forest Officer of highest rank at the Reservation or BIA 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.

A4 Forest Products Sold

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

A5 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.

A6 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.

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

A7 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 any 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.

A8 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.

A9 Volume and Payments

1. **Designated Forest Products**

The species and product entries must be the same as the advertisement and are separated by ownership type. If the sale was sold as a lump sum value with no bid value designation by species and product, an estimated rate per unit will need to be determined in order to facilitate entry into TAAMS. Use the appraised values by species and product, and adjust with rounding to get to the total bid value when necessary.

* + 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 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 Predetermined Volumes column shows those volumes from the timber cruise in the Forest Officer’s Report or the advertisement.
	+ The Rate per Unit column is the dollar amount for each species and product by unit of measure (i.e., $120 per MBF). This may be an estimated value if bid prices are not received for individual species and products.
	+ Purchase price is calculated by multiplying the Predetermined Volume by the Rate per Unit column. Add or remove rows as necessary.
1. **Timing of Payments**

The general requirements for forest product payments are contained in Section B3.2 of the Standard Provisions which specifies that payment for predetermined volume contracts must be made in either a single or installment payment. Complete the table to identify payment due dates and amounts for the complete sale or by harvest blocks or sale area in the space provided. Payments under this section are not advance deposits, and no refunds or reduction in the size of the payments will be made. Add or remove rows as necessary.

1. **Additional Forest Products**

In addition to the timber specified previously in A9(a), this sale also includes any other timber in the contract area which the OIC may designate for cutting after the date of contract approval. This may include timber seriously damaged by logging operations under this contract. This statement is provided on the contract form with a table that will be filled in with Species, Product, Unit of Measure, and Rate per Unit. Add or remove rows as necessary.

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 A11, A12, or A13 where detailed payment information is specified. Unit of Measure and Rate per Unit columns are tailored to the specific line item. Add or remove rows as necessary.

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 A11, A12, or A13 where payment information is discussed in more detail. Add or remove rows as necessary.

A10 Scaling

* 1. **Designated forest products**

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

1. **Additional 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.

Reference to appropriate sections of B7 of the Standard Provisions can be used to describe volume determination of additional forest products if they are to be log scaled. For tree measurement, specify the volume table or other volume estimate method to be used and other pertinent facts. Depending on the conditions in the sale, alternative methods of determining the volume of additional timber (such as tree measurement of log scale at the discretion of the Officer in Charge) may be described.

A11 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 the 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 A9(d) 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.

 A12 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 A9(d) to ensure the additional fee is accounted for.

 A13 Special Provisions

The entries in this provision as well as those of provision A11, A12, and A13, 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 and not previously included in A11 and A12, that will be paid by the purchaser.

A14 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.

* Use the **first** signature page if the Seller is a Tribe or single owner Allottee, which includes the phrase in the first sentence: “**Tribe** or a **single owner Allottee”.**
* Use the **second** signature page, if the Seller is a combination of a Tribe and Allottees with POA, which includes the phrase in the first sentence: “**Tribe** and **Allottees with Power of Attorney (POA)”.**
* Use the **third** signature page if the Seller is allotment owners with POA and the Tribe is not a party to the contract, 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 and date in the designated locations.

**Seller - Allottee Legal Representative**

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

* + If the Sellers are allotment owner(s), with executed POA(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 the 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.