

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE TIMBER SALE CONTRACT (Applicable to Sales to be Measured before Felling)		Name of Purchaser	
National Forest Ottawa	Ranger District Bessemer	Region Eastern	Contract Number
Sale Name West Foxpaw		Award Date	Termination Date 09/01/2020

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and _____ hereinafter called Purchaser.

Forest Service having advertised a sale at which either (1) Purchaser, whose required bid deposit is now held by Forest Service as an initial deposit, was the successful bidder, or (2) no bids were received and Purchaser having subsequently offered at least the minimum advertised price and made an initial deposit in the same amount as the bid deposit specified in the sale advertisement; and the parties hereto desiring to record their agreement; now therefore,

Unless provided otherwise herein, Forest Service agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

This contract consists of three Divisions: AT - Specific Conditions, BT - Standard Provisions, and CT - Special Provisions, together with Sale Area Map, Plans and specifications for developments (if any), and such attachments as may be provided for in Division CT. Specific Conditions are numbered and apply to the Part, Section, Subsection, or Item of the Standard Provisions, as indicated hereunder. Other conditions of this contract are stated in Division CT - Special Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

UNITED STATES OF AMERICA

Two Witnesses: ^{1/}

 (Name)

 (Address)

 (Name)

 (Address)

By: _____
 Contracting Officer

 (Title)
 By: _____^{2/}
 (Purchaser)

 (Title)

 (Business Address)

I, ^{3/} _____, certify that I am the _____
 Secretary of the corporation named as Purchaser herein; that _____
 who signed this contract on behalf of Purchaser, was then _____
 of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is
 within the scope of its corporate powers.

**CORPORATE
 SEAL ^{4/}**

Sale Name: West Foxpaw

Contract No:

INSTRUCTIONS:

- 1/ The signatures and addresses of two witnesses are required if Purchaser is other than a corporation.
- 2/ If Purchaser is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Purchaser is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.
- 3/ The certificate must be completed if Purchaser is a corporation.
- 4/ If the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/

Subcontractor Certification
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Timber Sale Name: _____
 National Forest: _____

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this timber sale by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: _____
 Business Address: _____

_____ Date _____ Signature

1/ It is the Purchaser's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.

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The following conditions apply to the indicated portions of Division BT - Standard Provisions issued June 2006.

AT1 - Location and Area, applicable to BT1.1

This Sale Area of 868 acres more or less is located in:

T45N R44W, Sections. 4, 5, 7, 8 and 9

AT2 - Volume Estimate and Utilization Standards, applicable to BT2.1, BT2.2, BT2.4, and BT6.4

Species	Product	Estimated Quantity *	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Mixed Conifer	Sawtimber	124.00	CCF	9.0	1	8	7.6	40
Mixed Hardwood	Sawtimber	158.00	CCF	11.0	1	8	9.6	50
Sugar Maple	Sawtimber	160.00	CCF	11.0	1	8	9.6	50
Aspen	Pulpwood	2,297.00	CCF	5.0	1	8	4.0	70
Mixed Conifer	Pulpwood	526.00	CCF	5.0	1	8	4.0	70
Mixed Hardwood	Pulpwood	2,959.00	CCF	5.0	1	8	4.0	70
Total Quantity		6,224.00	CCF					

* Quantities not included here are described in BT2.4.

AT3- Timber Designations, applicable to BT2.3; acres are approximate:

	Number	Acres
Clearcutting Units (BT2.31)	_____	_____
Specified Road Clearing (BT2.32)	_____	_____
Overstory Removal Units (BT2.33)	_____	_____
Understory Removal Units (BT2.34)	_____	_____
Individual Trees (BT2.35)	<input type="text" value=""/>	305
Incompletely Measured Payment Units (BT2.36)	_____	_____

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AT4 - Timber Payment Rates, applicable to BT3.1 and BT4.0

AT4a - For Species and Products to be Paid for at Rates Escalated under BT3.2

Not Applicable

AT4b- For Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Mixed Conifer	Sawtimber	CCF	11.99	15.70			.00
Mixed Hardwood	Sawtimber	CCF	55.72	73.70			.00
Sugar Maple	Sawtimber	CCF	142.89	189.42			.00
Aspen	Pulpwood	CCF	8.43	10.93			.00
Mixed Conifer	Pulpwood	CCF	1.00	1.00			.00
Mixed Hardwood	Pulpwood	CCF	2.44	2.92			.00

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT4 include payment of deposits for sale area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

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AT4c - Schedule of Payment Units

Payment Unit No.	Approx. Acres	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment \$	Quantity of Species and Products to be Paid for at Flat Rates under AT4b	Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
101	45			Mixed Conifer Sawtimber 17.00 CCF		.00
				Mixed Hardwood Sawtimber 24.00 CCF		
				Sugar Maple Sawtimber 23.00 CCF		
				Aspen Pulpwood 310.00 CCF		
				Mixed Conifer Pulpwood 76.00 CCF		
				Mixed Hardwood Pulpwood 422.00 CCF		
				Total PU Quantity And Value 872.00 CCF		
102	21			Mixed Conifer Sawtimber 8.00 CCF		.00
				Mixed Hardwood Sawtimber 11.00 CCF		
				Sugar Maple Sawtimber 11.00 CCF		
				Aspen Pulpwood 149.00 CCF		
				Mixed Conifer Pulpwood 36.00 CCF		
				Mixed Hardwood Pulpwood 203.00 CCF		
				Total PU Quantity And Value 418.00 CCF		
103	22			Mixed Conifer Sawtimber 9.00 CCF		.00
				Mixed Hardwood Sawtimber 12.00 CCF		
				Sugar Maple Sawtimber 12.00 CCF		
				Aspen Pulpwood 154.00 CCF		
				Mixed Conifer Pulpwood 38.00 CCF		
				Mixed Hardwood Pulpwood 210.00 CCF		
				Total PU Quantity And Value 435.00 CCF		
104	31			Mixed Conifer Sawtimber 12.00 CCF		.00
				Mixed Hardwood Sawtimber 17.00 CCF		
				Sugar Maple Sawtimber 16.00 CCF		
				Aspen Pulpwood 218.00 CCF		
				Mixed Conifer Pulpwood 53.00 CCF		
				Mixed Hardwood Pulpwood 297.00 CCF		
				Total PU Quantity And Value 613.00 CCF		
105	13			Mixed Conifer Sawtimber 5.00 CCF		.00
				Mixed Hardwood Sawtimber 7.00 CCF		
				Sugar Maple Sawtimber 7.00 CCF		
				Aspen Pulpwood 91.00 CCF		
				Mixed Conifer Pulpwood 22.00 CCF		
				Mixed Hardwood Pulpwood 124.00 CCF		
				Total PU Quantity And Value 256.00 CCF		
106	10			Mixed Conifer Sawtimber 0.00 CCF		.00
				Mixed Hardwood Sawtimber 0.00 CCF		
				Sugar Maple Sawtimber 0.00 CCF		
				Aspen Pulpwood 5.00 CCF		
				Mixed Conifer Pulpwood 4.00 CCF		
				Mixed Hardwood Pulpwood 60.00 CCF		
				Total PU Quantity And Value 69.00 CCF		
107	40			Mixed Conifer Sawtimber 16.00 CCF		.00
				Mixed Hardwood Sawtimber 21.00 CCF		
				Sugar Maple Sawtimber 21.00 CCF		
				Aspen Pulpwood 283.00 CCF		
				Mixed Conifer Pulpwood 69.00 CCF		
				Mixed Hardwood Pulpwood 386.00 CCF		
				Total PU Quantity And Value 796.00 CCF		

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Payment Init No.	Approx. Acres	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment \$	Quantity of Species and Products to be Paid for at Flat Rates under AT4b	Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
008	27			Mixed Conifer Sawtimber 10.00 CCF		.00
				Mixed Hardwood Sawtimber 14.00 CCF		
				Sugar Maple Sawtimber 14.00 CCF		
				Aspen Pulpwood 187.00 CCF		
				Mixed Conifer Pulpwood 46.00 CCF		
				Mixed Hardwood Pulpwood 255.00 CCF		
				Total PU Quantity And Value 526.00 CCF		
009	13			Mixed Conifer Sawtimber 5.00 CCF		.00
				Mixed Hardwood Sawtimber 7.00 CCF		
				Sugar Maple Sawtimber 7.00 CCF		
				Aspen Pulpwood 94.00 CCF		
				Mixed Conifer Pulpwood 23.00 CCF		
				Mixed Hardwood Pulpwood 128.00 CCF		
				Total PU Quantity And Value 264.00 CCF		
010	26			Mixed Conifer Sawtimber 10.00 CCF		.00
				Mixed Hardwood Sawtimber 13.00 CCF		
				Sugar Maple Sawtimber 13.00 CCF		
				Aspen Pulpwood 173.00 CCF		
				Mixed Conifer Pulpwood 42.00 CCF		
				Mixed Hardwood Pulpwood 236.00 CCF		
				Total PU Quantity And Value 487.00 CCF		
011	40			Mixed Conifer Sawtimber 16.00 CCF		.00
				Mixed Hardwood Sawtimber 21.00 CCF		
				Sugar Maple Sawtimber 21.00 CCF		
				Aspen Pulpwood 281.00 CCF		
				Mixed Conifer Pulpwood 69.00 CCF		
				Mixed Hardwood Pulpwood 383.00 CCF		
				Total PU Quantity And Value 791.00 CCF		
012	16			Mixed Conifer Sawtimber 6.00 CCF		.00
				Mixed Hardwood Sawtimber 9.00 CCF		
				Sugar Maple Sawtimber 9.00 CCF		
				Aspen Pulpwood 117.00 CCF		
				Mixed Conifer Pulpwood 29.00 CCF		
				Mixed Hardwood Pulpwood 159.00 CCF		
				Total PU Quantity And Value 329.00 CCF		
013	1			Mixed Conifer Sawtimber 10.00 CCF		.00
				Mixed Hardwood Sawtimber 2.00 CCF		
				Sugar Maple Sawtimber 6.00 CCF		
				Aspen Pulpwood 235.00 CCF		
				Mixed Conifer Pulpwood 19.00 CCF		
				Mixed Hardwood Pulpwood 96.00 CCF		
				Total PU Quantity And Value 368.00 CCF		

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The following definitions are established for the terms used in AT4:

Base Rates are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under BT3.31, BT3.32, or BT3.33.

Advertised Rates are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in AT7, but are never less than Base Rates.

Bid Premium Rates are the amounts by which Purchaser's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in BT3.31, BT3.32, and BT3.33.

Bid Rates are the rates bid by Purchaser (exclusive of Required Deposits for slash disposal and road maintenance) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in AT4a is the Tentative Rate that is subject to quarterly adjustment under BT3.2; for species and products in AT4b, the Bid Rate is the Flat Rate.

Required Deposits are deposits that Purchaser may be required to pay for slash disposal (16 USC 490) and road maintenance (16 JSC 537). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in CT5.32#.

Base Index is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in BT3.2.

AT5 - Indices Used in Quarterly Adjustment, applicable to BT3.2

Not Applicable

AT6 - High Stumps, applicable to BT6.412

Species	Product	Maximum Stump Height (inches)
All	Sawtimber	14
All	Pulpwood	10

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AT7 - Specified Roads, applicable to BT5.2

Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects(2003)-english

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
8128	FDR8128 (C) (segment .25 to .86)	Single Lane - 15 mph	.61 / .98	SR-1 to SR-46 12/14/2015	FS	FS	FS AC
8128G	FRD8128G (C) (segment 0 to .3)	Single Lane - 15 mph	.3 / .48	SR-1 to SR-46 12/14/2015	FS	FS	FS AC
8128F	FDR8128F (R) (segment 0 to .21)	Single Lane - 15 mph	.21 / .34	SR-1 to SR-46 12/14/2015	FS	FS	FS AC

1/ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to BT5.212.

AT8 - Forest Service Engineering Completion Schedule, applicable to BT5.21

Road No.	Road Name	Type of Work	Completion Date
NOT APPLICABLE			

AT9 - Fire Precautionary Period, applicable to BT7.2

April 01 to November 15, inclusive

AT10 - Purchaser Responsibility to Furnish Crews and Equipment for:

Initial Fire Supression, applicable to BT7.3

Within 5.0 road miles

Fire Suppression Reinforcement, applicable to BT7.312 and BT7.313

Within 20.0 road miles

AT11 - Purchaser's Obligation per Operations Fire, applicable to BT7.41

Maximum Amount: \$ \$1,000

AT12 - Termination Date, applicable to BT8.2

September 01, 2020

AT13 - Normal Operating Season, applicable to BT6.31, BT6.66, BT8.21 and BT9.3

First Period: December 15 to March 15, inclusive

Second Period: _____ to _____, inclusive

AT14 - Performance Bond, applicable to BT9.1

Performance Bond Amount: _____

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AT15 - Downpayment, applicable to BT4.211

Downpayment Amount: _____

AT16 - Periodic Payment Amount, applicable to BT4.213

	<u>Periodic Payment Determination Date</u>	<u>Amount</u>
Initial Payment:	_____	_____
Additional Payment:	_____	_____

AT17 - Market-Related Contract Term Addition Producer Price Index, applicable to BT8.212

Index Name: Wood Chips Index Number: 3211135

AT18 - Inapplicable Standard Provisions

The following listed Sections, Subsections, or Items of Division BT - Standard Provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

BT4.211	DOWNPAYMENT
BT4.4	PAYMENTS NOT RECEIVED
BT8.212	MARKET-RELATED CONTRACT TERM ADDITION

AT19 - List of Special Provisions

The following listed special provisions are attached to and made a part of this contract as Division CT. Provisions with reference numbers followed by # contain blanks into which data have been entered for this sale. (Instructions: List by reference number, title, and date.)

CT2.302#	BOUNDARY TREES (06/2009)
CT2.352#	DESIGNATION BY SPECIES AND DIAMETER (04/2004)
CT2.355#	INDIVIDUAL TREES, CUT TREE MARKING (06/2009)
CT4.211	DOWNPAYMENT (06/2007)
CT4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
CT4.4	PAYMENTS NOT RECEIVED (08/2012)
CT5.12#	USE OF ROADS BY PURCHASER (06/1999)
CT5.221#	MATERIAL SOURCES (04/2004)
CT5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
CT5.32#	ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)
CT6.314#	OPERATING REQUIREMENTS (06/2009)
CT6.412	STUMP MARKS (06/2009)
CT6.42#	SKIDDING AND YARDING REQUIREMENTS (06/2009)
CT6.62#	SITE SPECIFIC WETLANDS PROTECTION MEASURES (07/2001)
CT6.7#	SLASH DISPOSAL MEASURES (06/2009)
CT7.2	FIRE PRECAUTIONS (06/2009)
CT8.212	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)