

| | | | |
|--|-------------------------------------|--------------------------|---------------------------------------|
| U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE TIMBER SALE CONTRACT (Applicable to Sales to be Measured before Felling) | | Name of Purchaser | |
| National Forest Hiawatha | Ranger District St Ignace | Region Eastern | Contract Number |
| Sale Name Foreigner | | Award Date | Termination Date 06/30/2021 |

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.

SAMPLE **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/}

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.

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 1344 acres more or less is located in:

T43N-R5W Sec. 24, 25, 26, 35 & 36; T43N-R4W Sec. 30

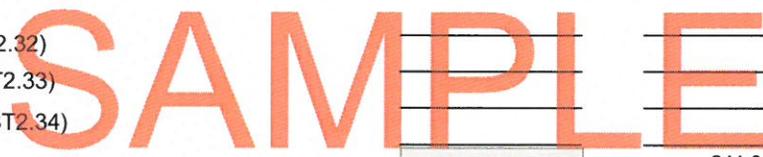
AT2 - Volume Estimate and Utilization Standards, applicable to BT2.1, BT2.2, BT2.4, and BT6.4

| 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 |
| Aspen | Sawtimber | 57.00 | CCF | 11.0 | 1 | 8 | 9.6 | 70 |
| Mixed Conifer | Sawtimber | 55.00 | CCF | 9.0 | 1 | 8 | 7.6 | 50 |
| Mixed Hardwood | Sawtimber | 35.00 | CCF | 11.0 | 1 | 8 | 9.6 | 50 |
| Aspen | Pulpwood | 496.00 | CCF | 5.0 | 1 | 8 | 4.0 | 70 |
| Mixed Conifer | Pulpwood | 315.00 | CCF | 5.0 | 1 | 8 | 4.0 | 70 |
| Mixed Hardwood | Pulpwood | 661.00 | CCF | 5.0 | 1 | 8 | 4.0 | 70 |
| Total Quantity | | 1,619.00 | 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) | | 241.8 |
| Incompletely Measured Payment Units (BT2.36) | | |



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) | |
| | | | \$ | \$ | \$ | \$ | |
| Aspen | Sawtimber | CCF | 6.48 | 7.12 | | | .00 |
| Mixed Conifer | Sawtimber | CCF | 8.02 | 8.85 | | | .00 |
| Mixed Hardwood | Sawtimber | CCF | 32.84 | 36.61 | | | .00 |
| Aspen | Pulpwood | CCF | 6.74 | 7.42 | | | .00 |
| Mixed Conifer | Pulpwood | CCF | 6.34 | 6.97 | | | .00 |
| Mixed Hardwood | Pulpwood | CCF | 6.70 | 7.37 | | | .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.

SAMPLE

AT4c - Schedule of Payment Units

| Payment Unit No. | App rox. 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 \$ |
|------------------|----------------|---|------------------------------------|--|------------------------------------|---|
| 01 | 13.1 | | | Aspen Sawtimber 9.00 CCF | | .00 |
| | | | | Mixed Hardwood Sawtimber 3.00 CCF | | |
| | | | | Aspen Pulpwood 26.00 CCF | | |
| | | | | Mixed Conifer Pulpwood 14.00 CCF | | |
| | | | | Mixed Hardwood Pulpwood 37.00 CCF | | |
| | | | | | Total PU Quantity And Value | |
| 02 | 15.9 | | | Aspen Sawtimber 8.00 CCF | | .00 |
| | | | | Mixed Hardwood Sawtimber 8.00 CCF | | |
| | | | | Aspen Pulpwood 157.00 CCF | | |
| | | | | Mixed Conifer Pulpwood 67.00 CCF | | |
| | | | | Mixed Hardwood Pulpwood 61.00 CCF | | |
| | | | | | Total PU Quantity And Value | |
| 03 | 19.6 | | | Aspen Sawtimber 10.00 CCF | | .00 |
| | | | | Mixed Hardwood Sawtimber 10.00 CCF | | |
| | | | | Aspen Pulpwood 194.00 CCF | | |
| | | | | Mixed Conifer Pulpwood 82.00 CCF | | |
| | | | | Mixed Hardwood Pulpwood 75.00 CCF | | |
| | | | | | Total PU Quantity And Value | |
| 04 | 20.6 | | | Aspen Sawtimber 27.00 CCF | | .00 |
| | | | | Mixed Conifer Sawtimber 55.00 CCF | | |
| | | | | Mixed Hardwood Sawtimber 2.00 CCF | | |
| | | | | Aspen Pulpwood 96.00 CCF | | |
| | | | | Mixed Conifer Pulpwood 143.00 CCF | | |
| | | | | Mixed Hardwood Pulpwood 47.00 CCF | | |
| | | | Total PU Quantity And Value | 370.00 CCF | | |
| 05 | 12.7 | | | Aspen Sawtimber 0.00 CCF | | .00 |
| | | | | Mixed Hardwood Sawtimber 1.00 CCF | | |
| | | | | Aspen Pulpwood 2.00 CCF | | |
| | | | | Mixed Conifer Pulpwood 0.00 CCF | | |
| | | | | Mixed Hardwood Pulpwood 49.00 CCF | | |
| | | | | | Total PU Quantity And Value | |
| 06 | 21.2 | | | Aspen Sawtimber 3.00 CCF | | .00 |
| | | | | Mixed Hardwood Sawtimber 1.00 CCF | | |
| | | | | Aspen Pulpwood 13.00 CCF | | |
| | | | | Mixed Conifer Pulpwood 0.00 CCF | | |
| | | | | Mixed Hardwood Pulpwood 54.00 CCF | | |
| | | | | | Total PU Quantity And Value | |
| 07 | 30.1 | | | Aspen Sawtimber 0.00 CCF | | .00 |
| | | | | Mixed Hardwood Sawtimber 0.00 CCF | | |
| | | | | Aspen Pulpwood 2.00 CCF | | |
| | | | | Mixed Conifer Pulpwood 1.00 CCF | | |
| | | | | Mixed Hardwood Pulpwood 80.00 CCF | | |
| | | | | | Total PU Quantity And Value | |
| 08 | 10.7 | | | Aspen Sawtimber 0.00 CCF | | .00 |
| | | | | Mixed Hardwood Sawtimber 0.00 CCF | | |
| | | | | Aspen Pulpwood 1.00 CCF | | |
| | | | | Mixed Conifer Pulpwood 0.00 CCF | | |
| | | | | Mixed Hardwood Pulpwood 34.00 CCF | | |
| | | | | | Total PU Quantity And Value | |

SAMPLE

| Payment Unit No. | App. 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 \$ |
|------------------|------------|---|----------------------------|--|----------------------------|---|
| 09 | 51.3 | | | Aspen Sawtimber 0.00 CCF | | |
| | | | | Mixed Hardwood Sawtimber 0.00 CCF | | |
| | | | | Aspen Pulpwood 0.00 CCF | | |
| | | | | Mixed Conifer Pulpwood 3.00 CCF | | |
| | | | | Mixed Hardwood Pulpwood 125.00 CCF | | |
| | | | | Total PU Quantity And Value 128.00 CCF | | |
| 10 | 45.6 | | | Aspen Sawtimber 0.00 CCF | | |
| | | | | Mixed Hardwood Sawtimber 2.00 CCF | | |
| | | | | Aspen Pulpwood 2.00 CCF | | |
| | | | | Mixed Conifer Pulpwood 4.00 CCF | | |
| | | | | Mixed Hardwood Pulpwood 86.00 CCF | | |
| | | | | Total PU Quantity And Value 94.00 CCF | | |
| 50 | 1 | | | Mixed Hardwood Sawtimber 8.00 CCF | | |
| | | | | Aspen Pulpwood 3.00 CCF | | |
| | | | | Mixed Conifer Pulpwood 1.00 CCF | | |
| | | | | Mixed Hardwood Pulpwood 13.00 CCF | | |
| | | | | Total PU Quantity And Value 25.00 CCF | | |

SAMPLE

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 USC 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 | 12 |
| All | Pulpwood | 10 |

SAMPLE

AT7 - Specified Roads, applicable to BT5.2

Name and Date of Governing Road Specifications:

| Project | | Design Class | Approx. Length (mi./km.) | Sheet Numbers and Approval Date | Performance Responsibility | | |
|----------------|------|--------------|--------------------------|---------------------------------|----------------------------|--------|-------------------------|
| Road No. | Name | | | | Survey | Design | Construction Staking 1/ |
| NOT APPLICABLE | | | | | | | |

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 December 01, inclusive



AT10 - Purchaser Responsibility to Furnish Crews and Equipment for:

Initial Fire Suppression, applicable to BT7.3

Within 5 road miles

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

Within 10 road miles

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

Maximum Amount: \$ \$1,500

AT12 - Termination Date, applicable to BT8.2

June 30, 2021

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

First Period: December 01 to March 15, inclusive

Second Period: _____ to _____, inclusive

Sale Name: Foreigner

Contract No:

AT14 - Performance Bond, applicable to BT9.1

Performance Bond Amount: _____

SAMPLE

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:** 211135

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.)

| | |
|----------|---|
| CT2.301# | PROTECTED AREAS (06/2009) |
| 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) |
| CT5.31# | ROAD MAINTENANCE REQUIREMENTS (07/2001) |
| CT5.32# | ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012) |
| CT5.33# | SNOW REMOVAL (06/2009) |
| CT6.24# | SITE SPECIFIC SPECIAL PROTECTION MEASURES (04/2004) |
| CT6.313# | CUTTING SCHEDULE (06/2009) |
| CT6.314# | OPERATING REQUIREMENTS (06/2009) |
| CT6.412 | STUMP MARKS (06/2009) |
| CT6.63# | TEMPORARY ROAD CLOSURE (06/2009) |
| CT6.7# | SLASH DISPOSAL MEASURES (06/2009) |
| CT7.2 | FIRE PRECAUTIONS (06/2009) |
| CT8.212 | MARKET-RELATED CONTRACT TERM ADDITION (11/2008) |

SAMPLE

Sale Name: Foreigner

CT2.301# - PROTECTED AREAS (06/2009)

Notwithstanding the designations for cutting under standard provisions BT2.31, BT2.33, BT2.34 and BT2.35, trees within the area to be protected in Payment Unit(s) 09 and 10 shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by three vertical spots facing out of the area, a vertical line on each side of the bole facing the direction of the boundary and a stump mark with ORANGE paint. BOUNDARY TREES ARE NOT TO BE CUT. Sale Area Map indicates, with symbol "PA," units within which Protected Areas are identified on the ground and are to be left uncut.

CT2.302# - BOUNDARY TREES (06/2009)

Boundary trees for all harvest units have been designated with ORANGE paint marks above and below stump height. Boundary trees shall not be cut.

CT2.352# - DESIGNATION BY SPECIES AND DIAMETER (04/2004)

Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Sale Area Map, except trees Marked with N/A paint or described to be left uncut.

See Tree Designation Table.

Additional trees to be cut, if any, are Marked with N/A paint.

All N/A shall be left as leave trees, unless Marked with N/A paint. Leave N/A trees of the designated cut species, N/A inches stump diameter or greater, to avoid leave tree spacing greater than N/A feet. Cutting unit boundaries and other trees that shall be left uncut are Marked with ORANGE paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at stump height in a horizontal and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than N/A feet wide with a N/A foot spacing. Quantities of trees located in skid trails ARE NOT Included Timber under AT2.

Sale Name: Foreigner

CT2.352#, Designation by Species & Diameter (DxSPP)

Tree Designation Table

| Payment Unit(s) | Designated Species * | More Than Stump Diameter (inches) | Less Than Stump Diameter (inches) |
|------------------------|--------------------------------------|--|--|
| 02, 03 | All species EXCEPT spruce and cedar. | 6.0 | No Maximum |
| 04 | All species. | 6.0 | No Maximum |

*All trees are live or recently killed.

- Exterior boundaries for Payment Units are designated with three vertical spots facing into the unit, a vertical line on each side of the bole facing the direction of the boundary and a stump mark with ORANGE paint.
- Where Payment Unit boundaries are coincidental with the road only the corners where the boundary meets the road are painted.
- No-Cut area boundaries are designated with three vertical spots facing out of the area, a vertical line on each side of the bole facing the direction of the boundary and a stump mark with ORANGE paint.

Sale Name: Foreigner

CT2.355# - INDIVIDUAL TREES, CUT TREE MARKING (06/2009)

Individual trees to be cut are Marked with indicated color above and below stump height in all or parts of the following Payment Unit(s). Areas of cut tree marking are shown on the Sale Area Map with the symbol "CTM."

PAYMENT UNIT(S)

PAINT COLOR

SAMPLE

Sale Name: Foreigner

CT2.355#, Individual Trees, Cut Tree Marking (CTM)

Paint Color Table

| Payment Unit(s) | Paint Color |
|--------------------------------|--------------------|
| 01, 05, 06, 07, 08, 09, and 10 | Blue |
| 50 | Yellow |

- Exterior boundaries for Payment Units are designated with three vertical spots facing into the unit, a vertical line on each side of the bole facing the direction of the boundary and a stump mark with ORANGE paint.
- Protected Area boundaries are designated with three vertical spots facing out of the area, a vertical line on each side of the bole facing the direction of the boundary and a stump mark with ORANGE paint.
- Where Payment Unit boundaries are coincidental with the road or pipeline, only the corners where the boundary meets the road or pipeline are painted.
- Payment Unit-50 (Road Right of Way) boundary is the extent of YELLOW paint.

Sale Name: Foreigner

CT4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for reasons other than breach;
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

Sale Name: Foreigner

CT4.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under BT4.218;
- (iii) Damages pursuant to BT9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to BT4.22;
- (vi) Periodic payments pursuant to BT4.213;
- (vii) Extension Deposits pursuant to BT4.217; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under BT9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
- (ii) Purchaser files and prosecutes a timely Claim.

Sale Name: Foreigner

CT5.12# - USE OF ROADS BY PURCHASER (06/1999)

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

| Code | Use Limitations |
|------|---|
| X | Hauling prohibited |
| R | Hauling restricted |
| U | Unsuitable for hauling prior to completion of agreed reconstruction |
| P | Use prohibited |
| A | Public use restriction |
| W | Regulation waiver |

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

SAMPLE

Sale Name: Foreigner

CT5.12#, Use of Roads by Purchaser

Restricted Road Use Table

| Road # | Road Name | Termini | | Map Legend | Description of Restrictions |
|--------|-----------|------------------------|-----|------------|---|
| | | From | To | | |
| 3751 | 3751 | West Boundary PU-09 | End | R | No use from March 1 st through August 31 st (inclusive) |
| 3751B | 3751B | 3571 | End | R | No use from March 1 st through August 31 st (inclusive) |

Sale Name: Foreigner

CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

SAMPLE

CT5.31#, Road Maintenance Requirements

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

| Road | Termini | | Miles | Applicable <u>Pre-Haul</u> Road Maintenance Specification | | | |
|--------|---------|---------------------|-------|---|--|--|--|
| | From | To | | T-8360 | | | |
| 3751 | 3122 | PU-05 | 1.5 | P | | | |
| 3751C | 3751 | End | 0.2 | P | | | |
| 3751A | 3751 | PU-03 | 0.6 | P | | | |
| 3751AA | 3751A | North Country Trail | 0.3 | P | | | |
| 3751B | 3751 | End | 0.2 | P | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable <u>During-Haul</u> Road Maintenance Specification | | | |
|--------|---------|-------|-------|--|--|--|--|
| | From | To | | T-8360 | | | |
| 3751 | 3122 | PU-05 | 1.5 | P | | | |
| 3751C | 3751 | End | 0.2 | P | | | |
| 3751A | 3751 | PU-02 | 1.2 | P | | | |
| 3751AA | 3751A | PU-04 | 1.0 | P | | | |
| 3751B | 3751 | End | 0.2 | P | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

| Road | Termini | | Miles | Applicable <u>Post-Haul</u> Road Maintenance Specification | | | |
|--------|---------|-------|-------|--|--|--|--|
| | From | To | | T-8360 | | | |
| 3751 | 3122 | PU-05 | 1.5 | P | | | |
| 3751C | 3751 | End | 0.2 | P | | | |
| 3751A | 3751 | PU-02 | 1.2 | P | | | |
| 3751AA | 3751A | PU-04 | 1.0 | P | | | |
| 3751B | 3751 | End | 0.2 | P | | | |

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

CT5.31#, Road Maintenance Requirements

SECTION 1. GENERAL

Purchaser's main Road Maintenance responsibility begins: (1) after Purchaser performs Pre-haul Maintenance on a road listed in the Road Maintenance Requirements Schedule; or (2) for all other roads, when Purchaser begins to use the road. Occasional travel by Purchaser's light vehicles, prior to beginning of construction clearing or logging operations in the area accessed by the road, does not constitute beginning of use. Purchaser is not required to perform routine maintenance during periods of inactivity. During periods of inactivity, Forest Service will perform maintenance only as required to meet its needs.

The Purchaser shall maintain roads, commensurate with the Purchaser's use, in accordance with the Road Maintenance Requirements Summary and Road Maintenance Specifications. Performance of road maintenance work by the Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on the Purchaser's operating schedule under Standard Provision BT6.31.

If the Purchaser elects to use different roads than those listed in the Road Maintenance Requirements Summary, the Contracting Officer (CO) or designee shall determine the Purchaser's commensurate share of road maintenance and/or revise road maintenance deposits.

Unless the CO or designee agrees in writing, all Prehaul Maintenance requirements shall be completed on any portion of road prior to hauling on that portion.

The Forest Service shall prepare a revised Road Maintenance Requirements Schedule to reflect changes in the original haul routes when needed.

Any work or materials that are determined to no longer be needed and are waived shall have the estimated cost charged to the Timber Sale Account as described in BT8.31.

CT5.31#, Road Maintenance Requirements

SECTION 2. ROAD MAINTENANCE DEFINITIONS

Wherever the following terms are used in the Road Maintenance Specifications, the meaning shall be:

Base Course. Material placed on the Subgrade to distribute concentrated wheel loads.

Borrow. Select Material taken from designated borrow sites.

Crown, Inslope, and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains and downpipes.

During Haul Maintenance. Road maintenance work to be accomplished during the period of timber removal.

Geotextile. A group of construction fabrics with varying attributes designed for different purposes.

Lead-off Ditches. A ditch used to transmit water from a Culvert, Drainage Structure or Drainage Dip outlet to the natural drainage area.

Maintenance Activity. Items of work leading to the restoration and upkeep of a road and necessary to sustain the road's anticipated traffic.

Material. Any substance specified for use in the performance of the work.

Post Haul Maintenance. Road maintenance work to be accomplished after timber removal is completed.

Prehaul Maintenance. Road maintenance work to be accomplished prior to the roads use. Roads receiving prehaul maintenance shall be shown on the Sale Area Map.

Road Maintenance Cost. An estimate of the cost to perform road maintenance activities; as determined by the Forest Service. Estimates may include any or all of the work activities listed in Section 4, Road Maintenance Activity Specifications.

Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

Roadway. The portion of a road within the limits of excavation and embankment.

SECTION 2. ROAD MAINTENANCE DEFINITIONS (Continued)

Sand Hole. A hole that develops in the running surface of the road which is quite soft and dangerous in nature. Usually found in very sandy soils.

Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of Base and Surface Course, if any.

Slide. A concentrated deposit of materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.

Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.

Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

Surface Course. The Material placed on the Base Course or Subgrade to enhance traction, distribute concentrated wheel loads and resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

CT5.31#, Road Maintenance Requirements

SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

INCLUDED SPECIFICATIONS

| <u>Specification No.</u> | <u>Specification Title</u> |
|--------------------------|---|
| T-8360 | Composite High Clearance Road Maintenance |

CT5.31#, Road Maintenance Requirements

T-8360 Composite High Clearance Road Maintenance

DESCRIPTION

- 1.1 This work consists of making limited use roads passable for project use by Purchaser and providing drainage from the traveled way and roadbed.

REQUIREMENTS

3.1 Traveled Way

A. Purchaser may smooth or fill existing cross ditches and waterbars and, by agreement, modify existing road junction to enable vehicle access. Prior to beginning haul and resumption of haul after an extended stoppage:

1. Remove brush, fallen trees, rocks, and other debris from traveled way, including turnouts, turnarounds, and other locations that interfere with needed maintenance. No object extending over 4 inches above the road surface shall remain within the 12 feet usable traveled way.
2. Center the usable width of the roadbed or position away from the fill slope.
3. Cut and remove standing or down trees, logs, brush, and limbs from within the 12 feet usable traveled way. Remove encroaching limbs to a height of 14 feet above the traveled way surface. Scatter material not meeting utilization standards outside and below the roadbed on the fill side. Limb and remove designated timber which meets utilization standards or deck at agreed locations.
4. Place all removed material away from drainages and in locations previously agreed to in writing by the FSR.
5. During use, maintain drainage structures including dips, ditches and culverts in a usable condition and surface in a flat, Insloped or Outsloped, or Crowned usable condition.

3.3 Slough and Slides

1. Slough and Slides may be left in place provided surface drainage is adequately provided and at least 12 feet of width is available for vehicle passage.
2. Purchaser may reposition or ramp over Slides and Slough when the Traveled Way is less than 12 feet providing the material is capable of supporting vehicles. Limit Outslope to no more than six percent.
3. Reposition Slough or Slide materials, which are not capable of supporting a vehicle, on the roadbed to provide the 12 feet width. When directed by Forest Service, Slough or Slide material will be removed under Section T-8320 Slide, Slump, and Erosion Repair.

3.4 Slumps, Eroded areas, and Washouts

1. Drain the roadbed immediately upgrade of Slumps and longitudinal cracks to prevent water from entering Slump area.
2. Slumps and longitudinal cracks at the edge of the roadbed shall not be considered a part of the usable width. Usable width may be reduced to ten feet in the area of the Slump.
3. Unless Forest Service agrees to material being placed on Slumps, ramp the Slumps on both ends into undisturbed roadbed to provide at least ten feet usable width. Use removed materials to guide vehicles to the ramp location or to aid in draining the area.

T-8360 Composite High Clearance Road Maintenance (Continued)

4. Eroded areas/washouts may be filled with suitable material and compacted by operating equipment over the fill area.

3.5 Posthaul

A. At the end of hauling or prior to entering into seasonal shutdowns or a period of extended inactivity:

1. Shape the traveled way and disturbed roadbed to provide functional drainage.
2. Reinstall removed cross ditches and waterbars and provide any additional drainage structures necessary to offset changes caused through use and maintenance.
3. Leave roads useable for high clearance vehicles. Remove or reshape Purchaser modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.
4. Close all roads which were closed previously, using prior existing methodology.

Sale Name: Foreigner

CT5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance are \$.66 per CCF for recurrent maintenance, and N/A per CCF for deferred maintenance.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

| Deposit Made To | Rate | Unit of Measure |
|-----------------|------|-----------------|
|-----------------|------|-----------------|

| | | |
|-----|--|--|
| N/A | | |
|-----|--|--|

SAMPLE

CT5.33# - SNOW REMOVAL (06/2009)

Snow removal shall be done in a manner that will preserve and protect roads, provide for safe and efficient transport of timber, and prevent erosion damage to streams and adjacent lands. In performing snow removal, Purchaser shall adhere to the following performance standards, unless otherwise agreed:

1. Blade will be equipped with skid shoes to prevent loss of surfacing and damage to the road bed. On gravel and native surface roads, a minimum ONE -inch depth compacted snow mat will be maintained on the roadbed during blading.
2. Snow shall be removed from the entire road width, including turnouts.
3. Snow berms will be reduced at road intersections where plowed road segments join unplowed road segments. Reduce the piled snow in the roadway to create a smooth transition from plowed road to normal snow depth.
4. Openings will be created in snow berms as needed for proper drainage. Remove snow, ice, and debris from culverts and other drainage structures as needed to ensure efficient flow of water.
5. Tracked or clefted vehicles will not be used for snow removal without prior written approval of Forest Service Representative.

Sale Name: Foreigner

CT6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (04/2004)

Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures: N/A

Wildlife and Botanical Protection Measures: N/A

Cave Resource Protection Measures: N/A

No equipment use, decking of material or staging of equipment is allowed along either side of FR3122 (Kenneth Rd) from FR3751 to the unit boundary of PU-10 or between the east boundary of PU-02 and the protected streamcourse.

CT6.313# - CUTTING SCHEDULE (06/2009)

Unless changed by written agreement, only THREE Payment Units (in addition to the Road Right of Way, PU-50) Payment Units may be released at one time, and the sequence of cutting Payment Units shall be: at the option of the Purchaser.

Unless there is agreement in writing to postpone specific requirements, all contractual requirements on a Payment Unit shall be accepted by Forest Service prior to the release of an additional Payment Unit.

SAMPLE

Sale Name: Foreigner

CT6.314# - OPERATING REQUIREMENTS (06/2009)

Within Sale Area, unless changed by written agreement, the following operating requirements apply:

Restricted operations/activities:

Within all Payment Units, operations may need to be halted during spring thaw and rainy periods to prevent excessive rutting and compaction.

Within all Payment Units, operations may only occur when soils are capable of supporting equipment without incurring detrimental compaction, puddling or rutting.

Within Payment Units 01, 02, 03 and 04 this is normally judged to be six inches of frozen soil and or 12 inches of compacted snow.

Within Payment Units 05, 08, 09 and portion of 50 FR3751 from PU-09 to end and FR3751B from 3751 to end, road maintenance, harvest and hauling operations are not permitted from March 1 to August 31 (inclusive).

Within all Payment Units, running logging equipment or felling trees on karst features (limestone cliffs, outcrops, boulder fields, sinkholes, alvar and fissures) is not allowed except where karst cannot be avoided due to the high density of features or their configuration. Where avoidance is not possible, equipment use and felling on karst should be minimized.

The North Country Trail shall not be used as a skid trail and crossing shall be agreed upon in writing between Purchaser and Sale Administrator.

All slash resulting from Purchaser's operations must lie within four feet of the ground.

Windrowing of slash is to be avoided.

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Prohibited operations/activities:

Decking is not allowed within 70 feet of FR3122.

Decking is not allowed along the North Country Trail.

No slash will be allowed to remain within the roadway.

Refueling operations are not allowed within 100 feet of fissures (gaps in the bedrock that look like a crack in the ground). Purchaser and Sale Administrator will identify appropriate fueling locations prior harvest activities in each unit.

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CT6.412 - STUMP MARKS (06/2009)

Trees designated for cutting under BT2.35 have been marked with paint at breast height and below stump height. Trees shall be felled so as to leave paint on stump.

Sale Name: Foreigner

CT6.63# - TEMPORARY ROAD CLOSURE (06/2009)

Notwithstanding Standard Provision BT6.63, measures to effectively block temporary roads to normal vehicular traffic shall consist of the following:

Stumps and slash shall be scattered for a distance of 300 feet for closure of temporary roads, at agreed upon locations, in enough quantity so as to prohibit the use or access by normal vehicular traffic, and in a manner in which the stumps and slash are not easily removed.

CT6.7# - SLASH DISPOSAL MEASURES (06/2009)

Slash resulting from Purchaser's operations shall be removed from lakes, ponds, private land, right-of-way clearings for telephone lines, power lines, pipelines, and other authorized facilities, and landings to be seeded under Special Provision CT6.6#.

The tops of felled trees shall not be left hanging in standing trees. All trees cut or pushed for landing and other construction clearings shall be completely felled and not left leaning. Slash resulting from construction clearing shall be treated concurrent with operations.

Slash Disposal treatment zones are shown on the Sale Area Map with symbol "SDZ."

Other specific slash disposal requirements are as follows:

Within a 50-foot strip, measured from the cleared edge (or tree-line) of FR3122 (Kenneth Rd) all slash resulting from Purchaser's operations shall be removed.

Along the North Country Trail (NCT), within a 25-foot strip on either side of the trail all Purchaser's slash shall be removed and for an additional 25-feet all slash shall lie within four feet of the ground.

Sale Name: Foreigner

CT7.2 - FIRE PRECAUTIONS (06/2009)

Unless other methods are agreed to in writing between the Purchaser and the Contracting Officer, the following specific precautionary measures are applicable during Purchaser's Operations in Fire Precautionary Period indicated in AT9.

1. Purchaser shall maintain Forest Service-approved spark arresting device on any piece of equipment operated by an internal combustion motor. In addition, each piece of motorized equipment shall be equipped with a serviceable round-pointed shovel and an operational fire extinguisher of at least five-pound rating suitable for the equipment being used. All chainsaw operators will have a serviceable round-pointed shovel and a one-pound multipurpose fire extinguisher readily available.
2. Purchaser shall require that smoking and the building of lunch or warming fires by Purchaser's employees, contractors, or employees of contractors be confined to designated safe places where flammable debris has been cleared away and where, at the option of the Purchaser, smoking or the building of lunch or warming fires may be permitted.
3. Adequate spark arresters shall be maintained on chimneys or stovepipes where wood or coal is being burned in an enclosed device.
4. Purchaser shall furnish serviceable firefighting tools. Location, numbers, and types of tools shall be specified in the Fire Prevention and Control Plan in accordance with BT7.1.

SAMPLE

CT8.212 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

- (i) The sale was awarded after December 31, 2006; and
- (ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.