

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>TIMBER SALE CONTRACT</b> (Applicable to Sales to be Measured before Felling)		<b>Name of Purchaser</b>	
<b>National Forest</b> Stanislaus	<b>Ranger District</b> Groveland	<b>Region</b> Pacific S-West	<b>Contract Number</b>
<b>Sale Name</b> New Soldier (MP)		<b>Award Date</b>	<b>Termination Date</b> 05/31/2018

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:<sup>1/</sup>

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Purchaser) <sup>2/</sup>

\_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

I, <sup>3/</sup> \_\_\_\_\_, 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 <sup>4/</sup>**

**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 965 acres more or less is located in:

T1S R19E Sec 27-29 & 31-34, T2S R19E Sec 4 & 5

**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 Merch. Factor
Douglas Fir	Sawtimber	283.00	CCF	10.0	1	10	6.0	12
Incense Cedar	Sawtimber	190.00	CCF	10.0	1	10	6.0	12
Ponderosa Pine	Sawtimber	842.00	CCF	10.0	1	10	6.0	12
Sugar Pine	Sawtimber	82.00	CCF	10.0	1	10	6.0	12
White Fir	Sawtimber	416.00	CCF	10.0	1	10	6.0	12
Black Oak	Fuelwood	unestimated	CCF	4.0	1	6	1.0	16
Combined Softwood	Grn Bio Cv	964.00	CCF	4.0	1	6	1.0	16
<b>Total Quantity</b>		2,777.00	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)	_____	245.1
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

Species	Product	Unit of Measure	Rates per Unit of Measure					Required Deposits Slash Disposal \$	Base Index
			Base \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$			
Douglas Fir	Sawtimber	CCF	3.00	3.00			2.21	208.01	
Ponderosa Pine	Sawtimber	CCF	5.00	5.00			2.21	284.86	
Sugar Pine	Sawtimber	CCF	5.00	5.00			2.21	333.86	
White Fir	Sawtimber	CCF	3.00	3.00			2.21	202.75	

**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) \$		
Incense Cedar	Sawtimber	CCF	5.00	5.00			2.21	
Black Oak	Fuelwood	CCF	10.00	10.00			2.21	
Combined Softwood	Grn Bio Cv	CCF	.25	.25			2.21	

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.

**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 \$
1	143.5	Douglas Fir	<i>Sawtimber</i>	246.00 CCF		Incense Cedar	<i>Sawtimber</i>	90.00 CCF		3,752.58
		Ponderosa Pine	<i>Sawtimber</i>	578.00 CCF						
		Sugar Pine	<i>Sawtimber</i>	68.00 CCF						
		White Fir	<i>Sawtimber</i>	150.00 CCF						
		<b>Total PU Quantity And Value</b>								
2	101.6	Douglas Fir	<i>Sawtimber</i>	37.00 CCF		Incense Cedar	<i>Sawtimber</i>	100.00 CCF		2,384.59
		Ponderosa Pine	<i>Sawtimber</i>	264.00 CCF						
		Sugar Pine	<i>Sawtimber</i>	14.00 CCF						
		White Fir	<i>Sawtimber</i>	266.00 CCF						
		<b>Total PU Quantity And Value</b>								

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

Species	Index Name and Date
Douglas Fir	WWPA, Inland Douglas Fir-Larch (12-13 Basis), (WWPAD)
Ponderosa Pine	WWPA, Inland Coast - Inland North Ponderosa Pine (12-13 Basis), (WWPAE)
Sugar Pine	WWPA, Inland Sugar Pine (12-13 Basis), (WWPAE)
White Fir	WWPA, Inland White Fir (Hem-Fir) (12-13 Basis), (WWPAE)

**AT6 - High Stumps**, applicable to BT6.412

Species	Product	Maximum Stump Height * (inches)
All	Sawtimber	12
All	Fuelwood	12
All	Grn Bio Cv	6

\* Stump height is 1/3 stump diameter not to exceed 12 inches. Maximum stump height within view of Hwy 120 (not to exceed 200 feet) is 8 inches.

**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/
<b>NOT APPLICABLE</b>							

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
<b>NOT APPLICABLE</b>			

**AT9 - Fire Precautionary Period**, applicable to BT7.2

May 01 to December 01, inclusive

**AT10 - Purchaser Responsibility to Furnish Crews and Equipment for:**

**Initial Fire Suppression**, applicable to BT7.3

Within 25 road miles

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

Within 100 road miles

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

**Maximum Amount:** \$ \$24,800

**AT12 - Termination Date**, applicable to BT8.2

May 31, 2018

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

**First Period:** May 01 to October 30, inclusive

**Second Period:** \_\_\_\_\_ to \_\_\_\_\_, inclusive

**AT14 - Performance Bond**, applicable to BT9.1

**Performance Bond Amount:** \_\_\_\_\_

**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>
<b>Initial Payment:</b>	_____	_____
<b>Additional Payment:</b>	_____	_____

**AT17 - Market-Related Contract Term Addition Producer Price Index**, applicable to BT8.212Index Name: Not Applicable Index Number: N/A**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

**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.)

CT2.21#	UTILIZATION AND REMOVAL OF NON-SAWTIMBER PRODUCTS (08/2006)
CT2.35#	DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (06/2012)
CT2.352#	DESIGNATION BY SPECIES AND DIAMETER (04/2004)
CT2.353#	DESIGNATION BY DAMAGE CLASS (04/2004)
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)
CT5.35#	ROAD AND WATER SUPPLY USE (05/2008)
CT6.22#	PROTECTION OF IMPROVEMENTS (05/2008)
CT6.24#	SITE SPECIFIC SPECIAL PROTECTION MEASURES (04/2004)
CT6.314	RELEASE OF PAYMENT UNIT (08/2006)
CT6.315#	SALE OPERATIONS SCHEDULE (08/2006)
CT6.331	LOG TRUCKING (08/2006)
CT6.37	SUBSTITUTE METHODS (08/2006)
CT6.41#	FELLING, BUCKING, AND LIMBING (08/2007)
CT6.42#	GROUND BASED SKIDDING (08/2006)
CT6.43	REMOVAL OF HARDWOOD (08/2006)
CT6.5	STREAMCOURSE PROTECTION (08/2006)

CT6.6#	EROSION PREVENTION AND CONTROL (05/2008)
CT6.7#	SLASH TREATMENT (08/2006)
CT6.8-2#	MEASURING - OPT 2 (08/2006)
CT6.83	ACCOUNTABILITY (08/2006)
CT7.2#	SPECIFIED FIRE PRECAUTIONS (06/2012)
CT7.22#	EMERGENCY PRECAUTIONS (06/2012)
CT8.66# (Option 1)	USE OF TIMBER (04/2004)
CT8.71	TRIPARTITE LAND EXCHANGE (04/1999)