

# DRAFT

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> Cherokee	<b>Ranger District</b> Watauga	<b>Region</b> Southern	<b>Contract Number</b>  
<b>Sale Name</b> heaberlin		<b>Award Date</b>  	<b>Termination Date</b> 12/31/2018

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>

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## 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 135 acres more or less is located in:

McQueen Gap Area, Comp 80, Shady Valley

**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
Hardwoods	Sawtimber	4.00	CCF	13.0	1.5	8	9.0	30
Hardwood - Low Grade	Sawtimber	8.00	CCF	13.0	1.5	8	9.0	30
N. Red Oak	Sawtimber	2.00	CCF	13.0	1.5	8	9.0	30
Oak	Sawtimber	336.00	CCF	13.0	1.5	8	9.0	30
Popl, Bassw & Cucumb	Sawtimber	195.00	CCF	13.0	1.5	8	9.0	30
White Oak	Sawtimber	unestimated	CCF	13.0	1.5	8	9.0	30
Eastern W. Pine	Sawtimber	236.00	CCF	12.0	1.5	8	8.0	30
Hardwoods	Pulpwood	194.00	CCF	8.0	1	15	3.5	N/A
Eastern W. Pine	Pulpwood	15.00	CCF	8.0	1	15	3.5	N/A
<b>Total Quantity</b>		990.00	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)	_____	70
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) \$	
Hardwoods	Sawtimber	CCF	8.00	22.93			.00
Hardwood - Low Grade	Sawtimber	CCF	3.30	3.30			.00
N. Red Oak	Sawtimber	CCF	8.00	69.30			.00
Oak	Sawtimber	CCF	8.00	22.93			.00
Popl, Bassw & Cucumb	Sawtimber	CCF	8.00	24.86			.00
White Oak	Sawtimber	CCF	8.00	69.30			.00
Eastern W. Pine	Sawtimber	CCF	8.00	8.00			.00
Hardwoods	Pulpwood	CCF	1.00	1.00			.00
Eastern W. Pine	Pulpwood	CCF	1.00	1.00			.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.	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 \$
1	70			Hardwoods Sawtimber 4.00 CCF Hardwood - Low Sawtimber 8.00 CCF Grade N. Red Oak Sawtimber 2.00 CCF Oak Sawtimber 336.00 CCF Popl, Bassw & Sawtimber 195.00 CCF Cucumb White Oak Sawtimber 0.00 CCF Eastern W. Pine Sawtimber 236.00 CCF Hardwoods Pulpwood 194.00 CCF Eastern W. Pine Pulpwood 15.00 CCF		.00
				<b>Total PU Quantity And Value</b>	990.00 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 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	6

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## 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

January 01 to December 31, inclusive

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

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

Within 20 road miles

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

Within 80 road miles

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

Maximum Amount: \$ \$2,000

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

December 31, 2018

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

First Period: March 15 to December 15, inclusive

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

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**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>	<u>N/A</u>	<u>N/A</u>
<b>Additional Payment:</b>	<u>N/A</u>	<u>N/A</u>

**AT17 - Market-Related Contract Term Addition Producer Price Index**, applicable to BT8.212Index Name: Hardwood Lumber Index Number: 0812**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
BT6.81	PRODUCT IDENTIFICATION
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.)

CT2.2	UTILIZATION AND REMOVAL OF INCLUDED TIMBER (09/2002)
CT2.302#	PAYMENT UNIT BOUNDARIES (09/2004)
CT2.355#	INDIVIDUAL TREES (08/2004)
CT4.211	DOWNPAYMENT (06/2007)
CT4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
CT4.4	PAYMENTS NOT RECEIVED (08/2012)
CT5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
CT5.32#	ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)
CT6.24#	SITE SPECIFIC SPECIAL PROTECTION MEASURES (04/2004)
CT6.401#	CONDUCT OF LOGGING (09/2004)
CT6.414#	DIRECTIONAL FELLING OBJECTIVES (08/2001)
CT6.601#	REVEGETATION PLAN AND SPECIFICATIONS (08/2006)
CT6.63#	TEMPORARY ROADS (08/2004)
CT6.65	SKID TRAILS AND FIRE LINES (08/2001)
CT6.66	CURRENT OPERATING AREAS (08/2001)
CT6.7#	SLASH TREATMENT (08/2004)
CT6.8	MEASURING (08/2001)
CT7.201	TRUCK, TRACTOR AND POWER SAW MUFFLERS (08/2001)
CT7.202#	FIRE FIGHTING EQUIPMENT (08/2001)
CT7.22	EMERGENCY FIRE PRECAUTIONS (08/2001)

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CT8.212	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
CT8.23#	ADDITION OF NET GROWTH (08/2004)
CT8.71	TRIPARTITE LAND EXCHANGE (04/1999)
CT8.72	BIPARTITE LAND EXCHANGE (04/2004)