U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **TIMBER SALE CONTRACT** (Applicable to Sales to be Measured before Felling)		**Name of Purchaser**	
National Forest Chippewa	**Ranger District** Walker	**Region** Eastern	**Contract Number**
Sale Name TANGLEWOOD		**Award Date**	**Termination Date** 07/01/2019

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/

By: _____
Contracting Officer

_____
(Name)

_____
(Title)

By: _____
(Purchaser) 2/

_____
(Address)

_____

_____
(Name)

_____
(Title)

_____
(Address)

_____
(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 1841 acres more or less is located in:

PARTS OF SECTIONS 17,18,19,20,21,29 &30, T141N, R30W & PARTS OF SECTIONS 13, T141N, R31W, 5TH PM, CHIPPEWA NF, CASS COUNTY, MN

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 Hardwood	Sawtimber	1,271.00	CCF	10.0	1	8	8.6	40
R/W Pine	Sawtimber	142.00	CCF	9.0	1	8	7.6	40
Spruce	Sawtimber	6.00	CCF	9.0	1	8	7.6	40
Aspen	Pulpwood	1,404.00	CCF	5.0	1	8	4.0	70
Mixed Hardwood	Pulpwood	2,535.00	CCF	5.0	1	8	4.0	70
Pine	Pulpwood	88.00	CCF	5.0	1	8	4.0	70
Spruce	Pulpwood	14.00	CCF	5.0	1	8	4.0	70
Timber Subject to Agreement under CT2.11#								
Mixed Hardwood	Grn Bio Cv	unestimated	CCF	5.0	1	8	4.0	70
Total Quantity		5,460.00	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)		396
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				
			Base $	Advertised $	Bid Premium $	Bid (Flat) $	Required Deposits Slash Disposal $
Mixed Hardwood	Sawtimber	CCF	5.82	8.55			.00
R/W Pine	Sawtimber	CCF	48.76	75.83			.00
Spruce	Sawtimber	CCF	20.99	32.32			.00
Aspen	Pulpwood	CCF	20.66	31.80			.00
Mixed Hardwood	Pulpwood	CCF	4.80	6.95			.00
Pine	Pulpwood	CCF	26.85	41.50			.00
Spruce	Pulpwood	CCF	19.40	29.83			.00
Timber Subject to Agreement under CT2.11#							
Mixed Hardwood	Grn Bio Cv	CCF	1.00				

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.

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 $
001	15			Mixed Hardwood	Sawtimber	8.00 CCF		.00
				R/W Pine	Sawtimber	1.00 CCF		
				Aspen	Pulpwood	20.00 CCF		
				Mixed Hardwood	Pulpwood	41.00 CCF		
				Pine	Pulpwood	2.00 CCF		
				Total PU Quantity And Value		72.00 CCF		
002	6			Mixed Hardwood	Sawtimber	63.00 CCF		.00
				Spruce	Sawtimber	0.00 CCF		
				Aspen	Pulpwood	18.00 CCF		
				Mixed Hardwood	Pulpwood	89.00 CCF		
				Spruce	Pulpwood	0.00 CCF		
				Total PU Quantity And Value		170.00 CCF		
003	40			Mixed Hardwood	Sawtimber	219.00 CCF		.00
				Aspen	Pulpwood	135.00 CCF		
				Mixed Hardwood	Pulpwood	453.00 CCF		
				Total PU Quantity And Value		807.00 CCF		
004	27			Mixed Hardwood	Sawtimber	177.00 CCF		.00
				Aspen	Pulpwood	95.00 CCF		
				Mixed Hardwood	Pulpwood	260.00 CCF		
				Total PU Quantity And Value		532.00 CCF		
005	29			Mixed Hardwood	Sawtimber	208.00 CCF		.00
				Aspen	Pulpwood	179.00 CCF		
				Mixed Hardwood	Pulpwood	321.00 CCF		
				Total PU Quantity And Value		708.00 CCF		
006	32			Mixed Hardwood	Sawtimber	3.00 CCF		.00
				R/W Pine	Sawtimber	91.00 CCF		
				Spruce	Sawtimber	0.00 CCF		
				Aspen	Pulpwood	110.00 CCF		
				Mixed Hardwood	Pulpwood	36.00 CCF		
				Pine	Pulpwood	61.00 CCF		
				Spruce	Pulpwood	0.00 CCF		
				Total PU Quantity And Value		301.00 CCF		
007	17			Mixed Hardwood	Sawtimber	79.00 CCF		.00
				Aspen	Pulpwood	140.00 CCF		
				Mixed Hardwood	Pulpwood	176.00 CCF		
				Total PU Quantity And Value		395.00 CCF		
008	15			Mixed Hardwood	Sawtimber	31.00 CCF		.00
				Aspen	Pulpwood	37.00 CCF		
				Mixed Hardwood	Pulpwood	53.00 CCF		
				Total PU Quantity And Value		121.00 CCF		
009	20			Mixed Hardwood	Sawtimber	5.00 CCF		.00
				R/W Pine	Sawtimber	0.00 CCF		
				Spruce	Sawtimber	1.00 CCF		
				Aspen	Pulpwood	173.00 CCF		
				Mixed Hardwood	Pulpwood	33.00 CCF		
				Pine	Pulpwood	0.00 CCF		
				Spruce	Pulpwood	3.00 CCF		
				Total PU Quantity And Value		215.00 CCF		

Sale Name: TANGLEWOOD **Contract No:**

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 $
010	22			Mixed Hardwood	Sawtimber	32.00 CCF		.00
				Aspen	Pulpwood	38.00 CCF		
				Mixed Hardwood	Pulpwood	71.00 CCF		
				Total PU Quantity And Value		141.00 CCF		
011	34			Mixed Hardwood	Sawtimber	59.00 CCF		.00
				Spruce	Sawtimber	0.00 CCF		
				Aspen	Pulpwood	58.00 CCF		
				Mixed Hardwood	Pulpwood	128.00 CCF		
				Spruce	Pulpwood	0.00 CCF		
				Total PU Quantity And Value		245.00 CCF		
012	19			Mixed Hardwood	Sawtimber	50.00 CCF		.00
				Spruce	Sawtimber	1.00 CCF		
				Aspen	Pulpwood	22.00 CCF		
				Mixed Hardwood	Pulpwood	71.00 CCF		
				Spruce	Pulpwood	1.00 CCF		
				Total PU Quantity And Value		145.00 CCF		
013	22			Mixed Hardwood	Sawtimber	197.00 CCF		.00
				Aspen	Pulpwood	33.00 CCF		
				Mixed Hardwood	Pulpwood	339.00 CCF		
				Total PU Quantity And Value		569.00 CCF		
014	20			Mixed Hardwood	Sawtimber	8.00 CCF		.00
				R/W Pine	Sawtimber	40.00 CCF		
				Spruce	Sawtimber	4.00 CCF		
				Aspen	Pulpwood	84.00 CCF		
				Mixed Hardwood	Pulpwood	31.00 CCF		
				Pine	Pulpwood	19.00 CCF		
				Spruce	Pulpwood	10.00 CCF		
				Total PU Quantity And Value		196.00 CCF		
015	28			Mixed Hardwood	Sawtimber	66.00 CCF		.00
				Aspen	Pulpwood	173.00 CCF		
				Mixed Hardwood	Pulpwood	257.00 CCF		
				Total PU Quantity And Value		496.00 CCF		
016	31			Mixed Hardwood	Sawtimber	51.00 CCF		.00
				Aspen	Pulpwood	48.00 CCF		
				Mixed Hardwood	Pulpwood	118.00 CCF		
				Total PU Quantity And Value		217.00 CCF		
017	19			Mixed Hardwood	Sawtimber	15.00 CCF		.00
				R/W Pine	Sawtimber	10.00 CCF		
				Aspen	Pulpwood	41.00 CCF		
				Mixed Hardwood	Pulpwood	58.00 CCF		
				Pine	Pulpwood	6.00 CCF		
				Total PU Quantity And Value		130.00 CCF		

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	14
All	Pulpwood	10

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 November 15, inclusive

AT10 - Purchaser Responsibility to Furnish Crews and Equipment for:

Initial Fire Supression, applicable to BT7.3

Within 5 road miles

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

Within 20 road miles

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

Maximum Amount: $ $2,000

AT12 - Termination Date, applicable to BT8.2

July 01, 2019

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

First Period: May 15 to March 15, 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

	Periodic Payment Determination Date	Amount
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.)

CT2.11#	TIMBER SUBJECT TO AGREEMENT (06/1972)
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)
CT6.2#	FACILITIES TO MANUFACTURE INCLUDED TIMBER (06/2009)
CT6.313#	CUTTING SCHEDULE (06/2009)
CT6.314#	OPERATING REQUIREMENTS (06/2009)
CT6.412	STUMP MARKS (02/2009)
CT6.6#	EROSION PREVENTION VEGETATION (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)

CT2.11# - TIMBER SUBJECT TO AGREEMENT *(06/1972)*

In addition, there is within Sale Area an unestimated quantity of:

Species	Product
Mixed Hardwood	**Grn Bio Cv**

that shall be Included Timber upon written agreement.

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) **3, 10, and 13** shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by **an orange boundary mark, "X" and stump mark** . 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 **Orange** paint or described to be left uncut.

See Tree Designation Table.

Additional trees to be cut, if any, are Marked with **Blue or Yellow** paint.

All **Elm and Black Cherry** shall be left as leave trees, unless Marked with **Blue or Yellow** 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.

FS-2400-6T (06/2006)

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

Tree Designation Table

Payment Unit(s) or Cutting Unit(s)	Designated Species 1/	More Than Stump Diameter (inches) 2/	Less Than Stump Diameter (inches) 2/
2, 3, 4, 5, 7, 13, &15	Aspen and Mixed Hardwood Except Elm and Black Cherry	7	N/A

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**

FS-2400-6T (06/2006)

R9-CT2.355# - INDIVIDUAL TREES. (06/2009)

Cut Tree Marking Table

Payment Units	Paint Color
1, 6, 8, 9, 10, 11, 12, 14, 16, & 17	Blue

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 downpay-ment. 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.

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.

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.

FS-2400-6T (6/2006)

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

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
FR 3779	60th St. NW	PU 7	Hwy 371	R	**If utilized during the snowmobile season (Dec 1 – Mar 1), an agreement shall be reached with the snowmobile club regarding adequate signing and snow plowing prior to beginning operations**
FR 3759	Tanglewood Road	FR 3759E	FR 3759F	R	

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.

FS-2400-6T (06/2006)

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

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		8320	8420								
2600	PU-1	Hwy 371	0.3	P	P								
3779B	PU-5	3779	0.59	P	P								
3779AA	PU-5	3779A	0.42	P	P								
3779A	PU-6	3779	0.42	P	P								
3777	PU-7	3779	0.30	P	P								
3779	PU-7	Hwy 371	0.75	D	D								
3759E	PU-10	3759	0.69	P	P								
3759A	PU-13	3759	0.80	P	P								
3777	PU-17	Hwy 371	0.10	P	P								

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		8030	8110								
2600	PU-1	Hwy 371	0.3	P	P								
3779B	PU-5	3779	0.59	P	P								
3779AA	PU-5	3779A	0.42	P	P								
3779A	PU-6	3779	0.42	P	P								
3777	PU-7	3779	0.30	P	P								
3779	PU-7	Hwy 371	0.75	D	D								
3759E	PU-10	3759	0.69	P	P								
3759A	PU-13	3759	0.80	P	P								
3777	PU-17	Hwy 371	0.10	P	P								

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		8110									
2600	PU-1	Hwy 371	0.3	P									
3779B	PU-5	3779	0.59	P									
3779AA	PU-5	3779A	0.42	P									
3779A	PU-6	3779	0.42	P									
3777	PU-7	3779	0.30	P									
3779	PU-7	Hwy 371	0.75	D									
3759E	PU-10	3759	0.69	P									
3759A	PU-13	3759	0.80	P									
3777	PU-17	Hwy 371	0.10	P									

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

*All Forest Service system roads as shown on the Sale Area Map

SECTION 1. GENERAL

Purchaser's main Road Maintenance responsibility begins: (1) after Purchaser performs Prehaul 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.

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 Activitiy. 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.

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.

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications	
	From	To		8320	8420
2600	PU-1	Hwy 371	0.3	P	P
3779B	PU-5	3779	0.59	P	P
3779AA	PU-5	3779A	0.42	P	P
3779A	PU-6	3779	0.42	P	P
3777	PU-7	3779	0.30	P	P
3779	PU-7	Hwy 371	0.75	D	D
3759E	PU-10	3759	0.69	P	P
3759A	PU-13	3759	0.80	P	P
3777	PU-17	Hwy 371	0.10	P	P

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications	
	From	To		8030	8110
2600	PU-1	Hwy 371	0.3	P	P
3779B	PU-5	3779	0.59	P	P
3779AA	PU-5	3779A	0.42	P	P
3779A	PU-6	3779	0.42	P	P
3777	PU-7	3779	0.30	P	P
3779	PU-7	Hwy 371	0.75	D	D
3759E	PU-10	3759	0.69	P	P
3759A	PU-13	3759	0.80	P	P
3777	PU-17	Hwy 371	0.10	P	P

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications
	From	To		8110
2600	PU-1	Hwy 371	0.3	P
3779B	PU-5	3779	0.59	P
3779AA	PU-5	3779A	0.42	P
3779A	PU-6	3779	0.42	P
3777	PU-7	3779	0.30	P
3779	PU-7	Hwy 371	0.75	D
3759E	PU-10	3759	0.69	P
3759A	PU-13	3759	0.80	P
3777	PU-17	Hwy 371	0.10	P

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

SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

INCLUDED SPECIFICATIONS

Specification No.	Specification Title
T-8030	Snow Removal
T-8110	Maintenance Blading/Grading
T-8320	Slide, Slump, and Erosion Repair
T-8420	Cutting Roadway Vegetation

T-8030 Snow Removal

DESCRIPTION

1.1 This Section provides for removal of snow from roads to facilitate logging operations and safe use. Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at locations designated by the Forest Service Representative (FSR). Snow may also be compacted as needed to freeze down soft areas or wet areas. This work is considered part of this specification. Equipment used for this work shall be in accordance with this specification and approved in advance by the FSR.

EQUIPMENT

2.1 Purchaser may use any type of equipment to remove snow, providing:

a. Type or use of equipment is not restricted in CT5.12# or Schedule document.
b. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road. Tracked or cleated vehicles shall not be used unless approved in writing by the FSR.
c. The 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 4 -inch depth compacted snow mat will be maintained on the roadbed during blading.

REQUIREMENTS

3.1 Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS or as shown on the Section 3. Road Maintenance Requirements Schedule. Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other forest values.

3.2 Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.

3.3 Upon seasonal completion of Purchaser's Operations, effectively block the road by a snow barricade, unless otherwise approved by the Contracting Officer.

3.4 Ice control may be performed by Purchaser when approved by the FSR in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.

3.5 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.

T-8110 Maintenance Blading/Grading

DESCRIPTION

1.1 Maintenance Blading/Grading is keeping an aggregate surfaced Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning Drainage Dips and Lead-off Ditches.

EQUIPMENT

2.1 The equipment required to shape, spread, and compact surfacing is listed below.

Road Number	Road Termini - From	Road Termini - To	Equipment Description
All			Grader or Dozer with angling blade

REQUIREMENTS

3.1 Maintenance Blading/Grading shall be performed to facilitate traffic and proper drainage before, during, or after Purchaser's use as required by Section 3. Road Maintenance Requirements Schedule.

3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a smooth, free-draining state needed to facilitate traffic. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to conserve Surface Material and to provide for a thorough mixing of the Material being worked.

3.3 On aggregate surfaced roads Material generated from back slope Sloughing and ditch cleaning shall not be blended with Surface or Base Course Material unless agreed otherwise

3.4 Roadway back slopes shall not be undercut.

3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to retain the existing line, grade, and cross-section.

3.6 Intersecting roads shall be bladed for a distance of 50 feet to assure blending of the surfaces.

3.7 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by side

casting unless agreed otherwise. Side casting into streams, lakes, or water courses will not be permitted.

3.8 Material resulting from this activity shall not remain on or in structures, such as Culverts, cattle guards, ditches, bridges, and Drainage Dips.

3.9 Material resulting from this activity, plus any accumulated debris, shall be removed from roadway structures, such as concrete low-water crossings or fords.

T-8320 Slide, Slump, and Erosion Repair

DESCRIPTION

1.1 Slide removal is the removal from Roadway and disposal of any material, such as soil, rock, and vegetation that cannot be routinely handled by a motor grader during T-8310 Ditch Cleaning and T-8110 Maintenance Blading/Grading.

1.2 Slump and/or Erosion Repair are the filling of depressions or washouts in Roadway which cannot be routinely filled by a motor grader during T-8110 Maintenance Blading/Grading. Slide removal and Slump/Erosion Repair includes excavation, loading, hauling, placing, and compacting of waste or replacement Material and the development of disposal or borrow areas (as agreed to by the CO and the ER).

REQUIREMENTS

3.1 Slide Material, including soil, rock and vegetative matters that encroach into the Roadway, shall be removed. The slope which generated the Slide Material shall be reshaped during the removal of the Slide Material. Slide Material deposited on the fill slope and below the Traveled Way will not be removed unless needed for slope stability or to protect adjacent resources.

Existing Surface and Base Course Material shall be conserved during Slide removal operations.

Removed Slide Material shall be uniformly placed on fill slopes unless agreed otherwise.

3.2 When filling Slumps and/or Erosion, Borrow shall be obtained from agreed locations, placed in layers, and compacted by operating the hauling and spreading equipment uniformly over the full width of each layer. Existing Surface and Base Course Material shall be salvaged when practical and re-laid after depressions have been filled. The repaired areas of the Slump shall conform to the cross-section of the adjacent undisturbed Roadway.

3.3 All disturbed areas will be revegetated in accordance with T-8410 Vegetation Establishment.

T-8420 Cutting Roadway Vegetation

DESCRIPTION

1.1 This work includes removal of brush, trees and other vegetative growth from within the clearing limits. This may include brush mowing of shoulders to prevent larger growth which would inhibit travel in the future.

EQUIPMENT

2.2 Equipment use may include farm tractor mounted mowing or brushing equipment. If brushing equipment is required it must be of a size and power to cut off and masticate stems up to four inches in diameter. Larger growth may require hand clearing with a chainsaw or mechanized equipment able to handle larger trees.

REQUIREMENTS

3.1 Vegetative matter within the Roadway which impedes vehicular travel, and/or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked in locations where agreed upon and the Traveled Way or sight distances will not be impaired.

3.2 Vegetative matter removed from the clearing limits shall be scattered outside the clearing limits at least 25 feet perpendicular to the road surface.

3.3 Trim tree branches that extend over the road surface and shoulders to attain a clear height of 14 feet. Trim branches flush with the tree or as close as possible without causing damage or scarring to the bole. Area shall be left neatly trimmed.

3.4 Any stump removed shall be placed in an upright position out of the clearing limits.

3.5 Area shall not be left in an unsightly condition. The FSR shall have the final say over how the area is left.

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 **N/A** per **CCF** for recurrent maintenance, and **$.26** 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		

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 **4** -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 segements 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 cleated vehicles will not be used for snow removal without prior written approval of Forest Service Representative.

CT6.2# - FACILITIES TO MANUFACTURE INCLUDED TIMBER *(06/2009)*

Purchaser may construct or operate facilities, **including** portable chippers, to manufacture or process Included Timber when approved in writing by Forest Service and when facilities are constructed and used in a manner which will protect National Forest values. Written approval shall specify suitable locations and specify standards of design, construction, use, maintenance of the facilities, and proper disposal of waste and debris.

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

Unless changed by written agreement, only **4** Payment Units may be released at one time, and the sequence of cutting Payment Units shall be: **Mutually agreed upon between Purchaser and Forest Service** .

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.

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

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

Restricted operations/activities:
Within Payment Unit 4, 5, 7, 15, & 16; Purchaser's operations are restricted to periods of frozen ground.

Within Payment Units 6 and 14; Purchaser's operations are restricted to the period of September 1st - March 1st unless an agreement is reached to haul all designated timber within 2 weeks of cutting and to keep all slash work current.
Prohibited operations/activities:
N/A

CT6.412 - STUMP MARKS *(02/2009)*

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. When necessary to leave paint on stump, stumps of individually Marked trees may exceed maximum heights set forth in AT6.

R9-CT6.2#

CT6.2# - FACILITIES TO MANUFACTURE INCLUDED TIMBER. (09/04)
Purchaser may construct or operate facilities, including portable chippers, to manufacture or process Included Timber when approved in writing by Forest Service and when facilities are constructed and used in a manner which will protect National Forest values. Written approval shall specify suitable locations and specify standards of design, construction, use, maintenance of the facilities, and proper disposal of waste and debris.

CT6.6# - EROSION PREVENTION VEGETATION *(06/2009)*

Purchaser shall establish acceptable erosion prevention vegetation on areas of ground disturbance in the Sale Area. This requirement only applies to the areas identified by the Forest Service that are a result of the Purchaser's actions. Revegetation measures shall be applied in such a manner and at times as directed by the Forest Service to establish an acceptable grass or legume cover. Failure to achieve an acceptable ground cover may result in the requirement for a second application of seed, fertilizer, etc. Seed, lime, mulch, fertilizer and other efforts will be applied as described in the following required work narrative.

Required Work:

See attached seed table.

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:

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

Place rock on the temporary road at the intersection of the temporary road with a system road or trail.

OR

Scatter slash, root wads or logging debris on the temporary road for a distance of 50 feet back from the intersection of the temporary road with a system road or trail. The rocks, slash, root wads or logging debris shall be large enough to effectively block the road and not be easily removed.

FS-2400-6T (6/2009)

CT6.6# - EROSION PREVENTION VEGETATION. (06/2009)

Seeding Requirements

Seed the following mix at a rate of 20#/acre

	Spring	Fall
Grass	1 lb/Bison Big Bluestem 7 lb/Annual Rye Grass 2 lb/Forestburg Switchgrass 1 lb/Canada Wild Rye	N/A
Lime	N/A	N/A
Fertilizer	N/A	N/A
Mulch	N/A	N/A

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 Payment Units 2, 4, 5, 7, 13, 14, & 15 except as authorized elsewhere in this contract, all slash generated by the Purchaser's operations shall be lopped and scattered to lie within 2 feet of the ground, away from the base of residual trees and be evenly distributed throughout the unit. (SDZ 2)

Within Payment Units 1, 3, 6, & 17 except as authorized elsewhere in this contract, 80% of the slash generated by the Purchaser's operations shall be piled at landings approved by the Forest Service. Piles shall be compact, dirt free, and away from residual trees. The remaining 20% of the slash shall be lopped and scattered to lie within 2 feet of the ground, away from the base of residual trees and be evenly distributed throughout the unit. (SDZ 3)

Within Payment Units 8, 9, 10, 11, 12, & 16 except as authorized elsewhere in this contract, all slash generated by the Purchaser's operations shall be lopped and scattered to lie within 2 feet of the ground, away from the base of residual trees and be evenly distributed throughout the unit.

OR

80% of the slash generated by the Purchaser's operations shall be piled at landings approved by the Forest Service. Piles shall be compact, dirt free, and away from residual trees. The remaining 20% of the slash shall be lopped and scattered to lie within 2 feet of the ground, away from the base of residual trees and be evenly distributed throughout the unit. (SDZ 4)

Within a strip 25 feet in width as measured for the clearing limits for all Forest Service Roads. (SDZ 1)

Material described above used for closure of Temp Roads under CT6.63# is excluded from these requirements.

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.

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.