CT2.2 - UTILIZATION AND REMOVAL OF INCLUDED TIMBER *(09/2002)*

BT2.2(b) notwithstanding, bucking lengths shall be varied to ensure that the maximum sawlog piece that may be left is 2 feet and that the maximum small roundwood piece that may be left is 5 feet.

Where cut trees are identified by paint, the Purchaser shall leave stumps of a minimum height to avoid obliterating paint markings that indicate individual trees to be cut.

CT2.302# - PAYMENT UNIT BOUNDARIES *(09/2004)*

The boundaries of Payment Units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

**See Table CT2.302# - Payment Unit Boundaries, Payment Unit Boundary Designation Table**

**<u>CT2.302# - Payment Unit Boundaries</u> (9/04) The boundaries of Payment Units are designated as shown in the following table. The trees used for boundary designation are not to be cut.**

| Payment Unit | Paint Color | Designation |
|---|---|---|
| 1,2,3,4,5,6,7,8,9,10 | Orange | Boundary line trees are marked with three horizontal slash marks, facing to the interior of the Payment Unit, and a spot at ground level. Roads that are used as a section of the Payment Unit boundary do not have orange boundary trees marked along them. |
| | | |

CT2.355# - INDIVIDUAL TREES *(08/2004)*

BT2.35 notwithstanding, the following individual trees are Marked with paint above and below stump height:

Cut Tree Marking. Individual trees to be cut are Marked in all or parts of the following Payment Units. Areas of cut tree marking are shown on the Sale Area Map with the symbol CTM.

**See Table CT2.355# - Individual Trees, Cut Tree Marking**

Leave Tree Marking. Individual trees to be left uncut are Marked in all or parts of the following Payment Units. Unmarked trees meeting Utilization Standards in AT2 shall be cut. Areas of leave tree marking are shown on the Sale Area Map with the symbol LTM.

**See Table CT2.355# - Individual Trees, Leave Tree Marking**

**Table CT2.355# - INDIVIDUAL TREES: (8/04)**

**Cut Tree Marking:** Individual trees to be cut are Marked in all or parts of the following Payment Units. Areas of cut tree marking are shown on the Sale Area Map with the symbol CTM.

| 1/Payment Unit(s) | | 2/ Paint Color |
|---|---|---|
| **1,3,5,6,7,8,9,10** | | **Blue** |
| **2,4** | | **Yellow** |
| | | |
| | | |
| | | |
| | | |

**Leave Tree Marking:** Individual trees to be cut are Marked in all or parts of the following Payment units. Unmarked trees meeting Utilization Standards in AT2 shall be cut. Areas of leave tree marking are shown on the Sale Area Map with symbol LTM

| 1/Payment Unit(s) | | 2/ Paint Color |
|---|---|---|
| | | |
| | | |
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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 in-creased 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.

CT5.13# - ROAD COMPLETION DATE *(04/2004)*

Construction of Specified Roads shall be completed no later than **09/30/2018** ; except for earlier construction completion dates for roads listed below:

| Road Number | Road Name | Station From | Station To | Completion Date |
|---|---|---|---|---|

Completion date is binding on the party that constructs road, whether Purchaser or Forest Service. Contracting Officer shall modify the completion date in writing to conform to the approved Plan of Operations under BT6.311 at the request of Purchaser.

When Purchaser elects Forest Service construction of Specified Roads shown in sale advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction con-tract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Purchaser on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Purchaser written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Purchaser may request a rate redetermination under BT3.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Sale Area after the effective date of the rate redetermination.

Forest Service shall in no way be responsible for any delay or damage caused by road contractor in performing the road construction, except such delay as may be the fault or negligence of Forest Service.

When Purchaser constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Purchaser desires to construct an alternate facility under BT5.26, Forest Service and Purchaser shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

If Purchaser fails to complete construction of any or all Specified Roads by applicable completion date, as adjusted, Contract Term Extension shall not be granted.

As used in this Subsection, construction of a road is completed when:

(a) Purchaser constructs Specified Roads and Forest Service furnishes Purchaser with written no-tice of acceptance under BT6.36 or

(b) Forest Service constructs road and furnishes Purchaser with written notice authorizing use of road.

Notwithstanding BT5.1, Purchaser shall not use a road that Purchaser has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Purchaser with written notice authorizing use of road.

CT5.213# - DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES *(04/2004)*

Purchaser shall make a cash deposit for engineering services (preconstruction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Purchaser's use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Purchaser for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is **$19,830.00** . Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to BT4.4.

The amount of the required deposit will be shown as an associated charge on Purchaser's Timber Sale Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

The deposit for reconstruction related engineering services shall be commensurate with project need and Purchaser's road use. Forest Service shall complete reconstruction related engineering services on the following schedule unless a different completion schedule is agreed in writing:

| **Road or Facility No.** | **Termini From** | **To** | **Engineering Services Completion Date** |
|---|---|---|---|
| **N/A** | | | |

Reconstruction related engineering services may consist of some or all of the engineering work and ex-pense of: preparing, setting out, controlling, inspecting, and measuring the reconstruction of a National Forest system road.

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.**

**Table CT5.31# - Contract Road Maintenance Requirements Summary:**

**Contract Road Maintenance Requirements Summary**

| Road | Termini | | Miles | Applicable Prehaul Road Maintenance Specifications | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | From | To | | 1030 | 1040 | | | | | | | | |
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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 | | 1030 | 1040 | 4020 | | | | | | | |
| 320 | 0 | 1 | 1 | D | D | D | | | | | | | |
| 424 | 0 | 1.77 | 1.77 | D | D | D | | | | | | | |
| 426 | 0 | 1.78 | 1.78 | D | D | D | | | | | | | |
| 426B | 0 | 0.44 | 0.44 | D | D | D | | | | | | | |
| 7005 | 0 | 0.4 | 0.4 | D | D | D | | | | | | | |
| E46-3 | 0 | 0.7 | 0.7 | D | D | D | | | | | | | |
| E46-5 | 0 | .4 | 0.4 | D | D | D | | | | | | | |
| E47-2 | 0 | 0.6 | 0.6 | D | D | D | | | | | | | |
| E47-3 | 0 | 0.3 | 0.3 | D | D | D | | | | | | | |
| E48-1 | 0 | 0.3 | 0.3 | D | D | D | | | | | | | |
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P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

**1030=Surface Blading (Grader)**
**1040=Spot Surface Course Placement**
**4020=Roadway Mowing and Clearing**

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 **$1.30** 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** | | |

CT6.222# - PROTECTION OF SPECIAL AREAS *(08/2001)*

The Purchaser shall not conduct logging operations within the boundaries of the following areas: **No harvesting activities or equipment shall be allowed within the special area. This area is marked on the ground with two white bands at eye level on the trees that define the perimeter of the cultural resource site. Trees to be harvested shall be directionally felled as to not disturb the ground within the defined perimeter of the site. A work map showing the location of the special area will be provided prior to harvesting the unit.**

Logging shall be permitted in the following areas only during the following specified times: **NA**

The locations of these areas are shown on Sale Area Map and are marked on the ground by the following means: **This area is marked on the ground with two white bands at eye level on the trees that define the perimeter of the cultural resource site. A work map showing the location of the special area will be provided prior to harvesting the unit.**

*Sale Name: EN 46,47,48*

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: **Access to PU 8 is via temporary road on existing road bed through special area. Special area must be protected with Geomatting and at least 3 inches of agregate prior to hauling. Grading of any kind that engages the ground is not permitted (aggregate may be spread ect). Payment unit 8 shall only be harvested during the time of May through September unless permitted in writing from FSR. Special Area is identified on map as "SA"**
Wildlife and Botanical Protection Measures: **NA**
Cave Resource Protection Measures: **NA**

CT6.601# - REVEGETATION PLAN AND SPECIFICATIONS *(08/2006)*

Where soil has been disturbed by Purchaser's operations and vegetation is needed to minimize erosion, Purchaser shall take appropriate measures according to the following specifications or other agreed stabilization measures:

Temporary road cuts, fill slopes, and shoulders shall be seeded and fertilized within 15 days of construction during the seeding season(s).

Temporary road surfaces, landings, and skid trails shall be seeded when not to be used for a period exceeding 60 days during the seeding season(s).

Temporary road cuts, fill slopes, and other soil disturbance within 25 feet slope distance of a streamcourse shall be seeded and mulched within 3 days of the disturbance.

Exposed soil on temporary roads, skid trails and landings no longer needed for the Purchaser's operations shall be seeded and fertilized within 30 days of discontinued use during the seeding season(s). Soil tilling to cover seed may be required under dry site conditions.

Bare areas or roads with soil compaction will require harrowing, disking or ripping. Fertilizer shall be applied and mixed thoroughly with the soil prior to seeding. Due to compaction, it may be necessary to till the soil to a depth of 6 inches or more.

The seeding season(s) shall be during the inclusive listed below, unless otherwise agreed.

**See CT6.601# - Revegetation Plan and Specifications, Seeding Season(s) Table**

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed:

**See CT6.601# - Revegetation Plan and Specifications, Fertilizer and Seed Table**

**Applicable** Mulch at the rate of **1000** pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required in addition to those specified elsewhere in this contract. Hay, straw, pine straw or shredded bark or other mulch acceptable to the Forest Service may be used as mulching material.

**Applicable** The Forest Service shall agree to the timing of the seeding operations.

**NA** Seeding operations shall not begin without the presence of a Forest Service representative.

**NA** Other revegetation specification: **NA**

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit:

**See CT6.601# - Revegetation Plan and Specifications, Cooperative Deposit Table**

**Table CT6.601 – Revegetation Plan and Specifications (8/04) The seeding season(s) shall be during the inclusive dates listed below, unless otherwise agreed.**

| Seeding Season | 2/From Date | 3/ To Date |
|---|---|---|
| Sring | May 15 | June 15 |
| Fall | August 15 | November 15 |
| | | |

**The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed.**

**SPRING MIX**

| Fertilizer | Pounds/Acre |
|---|---|
| 17-17-17 | 300 |
| | |
| | |
| | |

| Seed | Pounds/Acre |
|---|---|
| Bahia Grass | 40 |
| Brown Top Millet | 60 |
| Kobe Lespedeza | 20 |
| Common Bermuda (hulled) | 5 |

**FALL MIX**

| Fertilizer | Pounds/Acre |
|---|---|
| 17-17-17 | 300 |
| | |
| | |
| | |

| Seed | Pounds/Acre |
|---|---|
| Perennial Rye Grass | 60 |
| Osceola or Will Clover | 10 |
| Wheat | 60 |
| Kobe Lespedeza (unhulled) | 20 |

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit for **erosion control and waterbar construction**:

| Lump Sum Amount |
|---|
| $978.26 |

| Amount Per Unit of Volume |
|---|
| N/A |

CT6.63# - TEMPORARY ROADS *(08/2004)*

**NA** Unless otherwise agreed in writing, Temporary Road construction shall not be scheduled to occur outside the seeding season(s) listed in CT6.601#.

**NA** Unless otherwise agreed in writing, Temporary Road construction shall not be scheduled to occur outside the Normal Operating Season(s) listed in AT13.

The location and clearing widths of all Temporary Roads shall be agreed to and all timber within the clearing limits shall be paid for before construction is started. Temporary roads shall follow the general contour insofar as practical with maximum grades not to exceed **10** percent for lengths up to **150** feet. Construction shall include frequent broad-based dips or breaks in grade as necessary to remove runoff from the road. Clearing width shall not exceed that needed for safe and efficient operations, and the travel way shall not exceed **14** feet except at turnouts and landings. Crossings shall be located perpendicular to any stream or drainage.

Concurrent with Temporary Road construction, the Purchaser shall install straw or hay bales, silt fence or brush/slash barriers at the base of the fill along Temporary Roads adjacent to Streamcourses and at other sensitive areas shown on Sale Area Map per the following requirements:

**See Table CT6.63# - Temporary Roads, Silt Barrier Table**

At Streamcourse crossings, cut and fill slopes and other disturbed areas within 25 feet slope distance of the Streamcourse shall be protected by seeding and mulching **same day as construction occurs.**

As necessary to attain stabilization of roadbed and cut and fill slopes of Temporary Roads, the Purchaser shall employ such measures as outsloping, revegetation, mulching, drainage dips, water spreading ditches and silt barriers.

Unless otherwise agreed, cut banks and fill slopes shall be sufficiently sloped to facilitate revegetation.

The Purchaser shall place and maintain the following depth of gravel or crushed stone on all Temporary Roads at the following locations:

**See Table CT6.63# - Temporary Roads, Gravel Requirements Table**

Purchaser shall maintain all erosion control structures such as silt barriers, water-spreading ditches and broad based dips in a functional condition during Purchaser's Operations. Purchaser shall stabilize and close to vehicular traffic all Temporary Roads prior to periods of inactivity.

Except for Temporary Roads to remain open under BT6.631, after a Temporary Road has served Purchaser's purpose, the Purchaser shall give notice to the Forest Service and shall remove bridges and culverts, eliminate ditches, out-slope roadbed, remove ruts, remove outside berms by pulling the material back onto the road surface, effectively block the road to normal vehicular traffic, and build cross ditches and water bars as staked or otherwise marked on the ground by Forest Service unless agreed otherwise in writing. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to restore channel to natural size, slope and bottom, and to permit normal maximum flow of water and protection of adjacent resources.

Sale Name: EN 46,47,48

# CT 6.63#-Temporary Roads – Silt Barrier Table

| 5/ Side Slope Percent |
|---|
| N/A |
| |
| |
| |

| 6/ Distance From Streamcourse |
|---|
| |
| |
| |
| |

| Location | 8/ Distance (feet) | 9/ Percent Grade | 10/ No. Inches of Gravel or Crushed Stone |
|---|---|---|---|
| **Approaches to surfaced roads for a distance back from the surfaced road.** | 25 | **Not Applicable** | 3 |
| **Streamcourse crossings for a distance on either side of the Streamcourse.** | NA | **Not Applicable** | NA |
| **Steep grades of short distances** | 150 | 10 | 3 |
| **Wet or erosive prone soils** | 100 | **Not Applicable** | 3 |
| **Dips, moist sites, erosive prone soils, and fills over culverts** | 100 | **Not Applicable** | 3 |

CT6.65 - SKID TRAILS AND FIRE LINES *(08/2001)*

At locations where terrain or other conditions prevent practicable construction of cross ditches and water-spreading ditches, the Forest Service may designate that ground debris consisting of root mat, humus, leaf and needle litter, or slash (as defined in CT6.7#) existing in the immediate area be placed on skid trails or fire lines. At such locations, the Purchaser shall place sufficient ground debris to slow and disperse runoff. At other locations the Forest Service and the Purchaser may agree to use ground debris, singly or in combination with other methods, to control erosion.

CT6.66 - CURRENT OPERATING AREAS *(08/2001)*

Where logging or road construction is in progress but not completed, unless otherwise agreed, the Purchaser shall, before beginning a period of inactivity anticipated to last 30 days or more, and before any expected period of seasonal precipitation or runoff, remove all temporary log culverts, and construct cross drains, drainage ditches, dips, berms, culverts or other facilities needed to control erosion.

CT6.7# - SLASH TREATMENT *(08/2004)*

Slash is defined as all vegetative debris resulting from the Purchaser's operations, including limbs, tops, cull logs, bark, wood chunks, pushed-out stumps, damaged brush, and damaged residual trees. Tops from felled trees and all trees to be removed from roads, landings, or other construction clearings shall be completely felled and not left leaning or hanging in other trees. Slash associated with construction of Specified Roads is construction slash subject to treatment according to road construction specifications.

Other Ownership. The Purchaser shall conduct operations so that slash does not enter non-National Forest System lands, as shown on Sale Area Map. In event slash is deposited on other ownership, the Purchaser shall immediately remove such slash. The Contracting Officer may agree in writing to other treatment requirements if the Purchaser provides a written slash disposal agreement between the Purchaser and the landowner.

Roads and Other Clearings. Along roads available for public use the Purchaser shall immediately remove slash from traveled surfaces, shoulders, and drainage facilities. Other slash along roads available for public use and all slash along roads not available for public use shall be removed from the clearing limits within four days after adjacent skidding or yarding to each landing is complete. In areas where skidding or yarding is delayed or interrupted, slash shall be removed within ten days after being created.

Trails open to public use shall be kept free of slash. Slash within the clearing limits of powerlines, telephone lines, pipelines, and similar clearings shall be removed within ten days after adjacent skidding or yarding to each landing is substantially complete.

Slash removed from roads and other clearings shall be scattered outside the clearing limits, or otherwise disposed of as agreed. The time requirements for completion of slash removal may be changed by written agreement, except where immediate removal is required.

Other Treatment Areas. The Purchaser shall complete slash treatment in other areas as described below. The Forest Service and the Purchaser shall jointly agree to a schedule for completion of such slash treatment, which shall be included in the Purchaser's Annual Operating Schedule required under BT6.31.

**Applicable** At or adjacent to log landings, delimbing areas, and similar areas of slash accumulation within **Sale Area** , concentrations of slash greater than **3** feet in height and **8** feet in length, measured at greatest distances, shall be **lopped and lcattered**

Slash treatments described below are required at locations shown on the Sale Area Map by the following symbols:

**See Table CT6.7# - Slash Disposal, Slash Disposal Requirements Table**

## CT6.7# Slash Treatment Table (08/04)

### Slash Disposal Requirements Table

| Map Symbol | Title | Treatment |
|---|---|---|
| | Not Applicable | |

CT6.8 - MEASURING *(08/2001)*

The estimated quantity of timber has been determined by tree measurement in accordance with the methods described in the Timber Cruising Handbook (FSH 2409.12), a copy of which may be examined in the Forest Supervisor's or the Ranger's Offices.

CT7.201 - TRUCK, TRACTOR AND POWER SAW MUFFLERS *(08/2001)*

Effective muffler systems installed by the manufacturer as standard equipment shall be maintained on exhausts of trucks, power saws and other internal combustion engines used in the Purchaser's Operations.

CT7.202# - FIRE FIGHTING EQUIPMENT *(08/2001)*

When the Forest Service advises the Purchaser that local fire weather conditions are becoming critical, the Purchaser shall keep with gasoline chain saws at all times **A dry chemical fire extinguisher and shovel.** and take precautionary measures requested by the Forest Service. The Purchaser shall act as custodian of fire fighting equipment furnished by the Forest Service. Equipment shall be stored in sealed boxes provided for this purpose and shall be transported to locations in the immediate vicinity of current logging and milling operations on Sale Area. The Forest Service shall be reimbursed for any damage to or loss of fire fighting equipment furnished by the Forest Service, which occurs on Negligently-Caused Fires or as a result of using equipment for unauthorized purposes.

CT7.22 - EMERGENCY FIRE PRECAUTIONS *(08/2001)*

The Purchaser shall limit or restrict operations in accordance with the Fire Danger Rating schedule shown below. The Forest Service will determine Fire danger ratings by using the National Fire Danger Rating System.

The Forest Service shall notify the Purchaser of predicted fire danger that may limit or restrict operations. In all cases, the actual weather elements shall govern over the predicted weather elements in determining Fire Danger. Fire danger ratings are based on a severity index from A (low) to E (highest).

| Fire Danger Rating: | Limitations or Restrictions on Purchaser Operations: |
|---|---|
| A to C: | Normal fire precautionary operations |
| C+ to D (Very High) | Forest Service may suspend any or all of Purchaser's operations. |
| E (Extreme) | In addition to above restrictions, internal combustion engines or other spark-producing equipment shall not be operated within any areas of the timber sale without specific written approval by the Forest Service. |

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.

CT8.23# - ADDITION OF NET GROWTH *(08/2004)*

In event of Contract Term Extension, net growth shall be added to all uncut designated timber, except on the partially cut Payment Units exempt from redetermined rates under BT3.1. On the partially cut Payment Units to which redetermined rates apply under BT3.1, the Forest Service shall determine the approximate percentages of area remaining uncut. These percentages shall be applied to the original estimates of timber quantity in each Payment Unit to determine the approximate quantity of designated timber remaining in each Payment Unit. The growth percentages listed herein shall be applied to these estimated remaining quantities to obtain total net growth of uncut timber in the partially cut Payment Units. For both un-entered and partially cut Payment Units, the determination of volume subject to addition of growth shall be made as of 45 days prior to the original Termination Date shown in AT12 with no adjustment for any timber subsequently Released for Cutting or cut and removed prior the effective date of Contract Term Extension. Growth shall be calculated on the basis of total number of full growing seasons from **3/18/2016** until the Termination Date, including any Contract Term Adjustment.

Applicable annual growth percents by species or species groups and products are:

**See Table CT8.23# - Addition of Net Growth, Percent Growth Table**

Payment for the additional growth in partially cut Payment Units for which growth is applicable shall be made prior to the effective date of Contract Term Extension.

## CT8.23# - Addition of Net Growth (08/04)

Addition of net growth, percent growth table.

| Species | Product | Annual Growth Percent |
|---|---|---|
| Southern Yellow Pine | sawtimber | 4 |
| Southern Yellow Pine | pulpwood | 8 |

CT8.71 - TRIPARTITE LAND EXCHANGE *(04/1999)*

Purchaser agrees that timber values for which cash payment is required under BT4.0 may be applied to any land exchange transaction authorized by law under which the owner of offered lands agrees to accept the money value of timber sold for the value of land granted to the United States.

CT8.72 - BIPARTITE LAND EXCHANGE *(04/2004)*

Purchaser has offered to exchange land owned by Purchaser, as described in a separate exchange agreement. When title to offered land has been accepted by the United States, Forest Service agrees that the value of the offered land is a land exchange credit and shall be applied to charges for timber in lieu of cash deposits under BT4.21. If Purchaser desires to cut timber prior to acceptance of title by the United States, cash deposits shall be refunded when title to an equivalent value of land is accepted, to the extent such deposits are not needed to satisfy other charges.