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

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

Species	**Product**
Oak (standing dead)	**Sawtimber**
Mixed Hardwood (topwood)	**Pulpwood**
Mixed Hardwood (standing)	**Fuelwood**

that shall be Included Timber upon written agreement.

CT2.3# - RESERVE TREES *(04/2004)*

Notwithstanding the designations for cutting under BT2.31, BT2.32, BT2.33, or BT2.34, live or dead **Hardwood or Pine** reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Such Reserve trees are identified by **a single orange band and 2 stump marks** and shall be protected in accordance with CT6.32#. Units with reserve trees are shown on the Sale Area Map.

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.

CT2.355# - 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 (6/06)

WO-CT2.355# - INDIVIDUAL TREES. (6/2009)

Cut Tree Marking Table

Payment Units	Paint Color
1	Blue
2	Green
3	Blue
4	Green

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.

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

Unless changed by written agreement, only **three** Payment Units may be released at one time, and the sequence of cutting Payment Units shall be: **agreed upon** .

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:
This sale is within the Indiana Bat Area of Use, seasonal restrictions apply: no felling, bucking, skidding, hauling or road work will be permitted from April 2 through October 31 within sale area, throughout the length of the contract.

Prohibited operations/activities:
All vehicles and logging equipment are prohibited within a distance of 25 feet from the edge of either side of the protected streamcourse designated on the sale area map, except designated crossings. Products shall be winched (end-lined) from this 25 foot streamcourse protection zone.
No cutting or ground disturbance may occur in the protected area along payment unit 5.

CT6.32# - PROTECTION OF RESERVE TREES *(04/2004)*

Purchaser's damage or destruction of reserve trees described in CT2.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages $ **$100.00** for each **hardwood** reserve tree and $ **$100.00** for each **pine** reserve tree damaged or destroyed by Purchaser's Operations, in addition to amounts payable under BT3.44 and BT3.45.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of prod-ucts within the area shall be considered to be damage to the tree.

CT6.412 - STUMP MARKS *(06/2009)*

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

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:

1. Purchaser shall reestablish land surface to a natural contour and limit exposed soil, to the extent possible, using logging slash. If conditions do not permit use of logging slash, seeding techniques may be used at the discretion of the sale administrator.
2. Bladework should not produce cuts or berms that concentrate water movement downslope. Resulting surfaces should produce adequate roughness in order to distribute rainfall.
3. Purchaser will be required to create water bars and/or place logging slash on skid trails and temporary roads to limit soil exposure and movement.
4. Purchaser shall place and maintain gravel or crushed aggregate in dips, moist sites, and erosive prone soils on all temporary roads. Sites will be determined by contract administration team.
5. One or all of these methods may be used to effectively prevent soil movement and the sale administrator will be responsible for determining which method or combination of methods need to be executed.

Seeding Requirements (if used):
An annual rye and/or winter wheat shall be applied at 50 pounds per acre.

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:

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. SLASH ON LANDINGS WILL BE LOPPED AND SCATTERED TO LIE WITHIN 4 FEET OF THE GROUND; SLASH ACCUMULATION ON THE LANDING WILL NOT HINDER THE ESTABLISHMENT OF NATURAL VEGETATION.

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.

CT8.64 - DEBARMENT AND SUSPENSION CERTIFICATION *(03/2018)*

Pursuant to 2 CFR 180 and 2 CFR 417, Purchaser shall certify and obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. 'Subcontractors' are participants in lower tier covered transactions.

Purchaser may rely upon a certification of a prospective Subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or timber sales, unless Purchaser knows that the certification is erroneous.

Purchaser shall keep the certifications of its Subcontractors on file until timber sale Termination Date and any extensions thereof, and will provide a copy at the written request of Contracting Officer. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Subsection. The knowledge and information of Purchaser is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If Purchaser knowingly enters into a timber sale transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or timber sales, in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

Contracting Officer shall provide a copy of Forms AD-1047, Certification Regarding Debarment, Suspension and Other Responsibility Matters-Primary Covered Transactions, and AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions to the Purchaser.

Purchaser shall complete form AD-1047 and provide to the Contracting Officer upon request.

Purchaser shall require each Subcontractor to complete form AD-1048 and provide to the Contracting Officer upon request.

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.