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

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

Species	Product
Hardwood	**Grn Bio Cv**
Softwood	**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) **PU# 3** shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by **3 orange painted dots facing away from the Protected Area and orange painted 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 **N/A** paint.

All **N/A** shall be left as leave trees, unless Marked with **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 (unless included as a designated species in Tree Designation Table).** Included Timber under AT2.

SAMPLE

CT 2.352# - Designation by Species and Diameter (04/2004)

Payment Unit(s)	Designated Species 1/	More than Stump Diameter (inches) 2/	Less than Stump Diameter 2/
1	Spruce	6 inches	N/A
	Paper Birch	6 inches	N/A
	Balsam Fir	6 inches	N/A
	Jack pine	6 inches	N/A
	Aspen	6 inches	N/A

Payment Unit(s)	Designated Species 1/	More than Stump Diameter (inches) 2/	Less than Stump Diameter 2/
2,3	Aspen	6 inches	N/A

SAMPLE

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.

SAMPLE

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.

SAMPLE

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 **1** -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.

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

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

Restricted operations/activities:
For all Payment Units, all cutting and skidding is restricted to June 15-March 15.
Prohibited operations/activities:
N/a

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.

SAMPLE

CT6.62# - SITE SPECIFIC WETLANDS PROTECTION MEASURES *(07/2001)*

Measures needed to protect wetlands identified on the Sale Area Map or on the ground include:

Trees felled into Wetlands Protection areas shall be removed by endlining and any slash generated by the Purchaser's operations shall be removed as directed by the Forest Service.

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:

Generally starting at the intersection of the newly constructed temporary road and system road, Purchaser is required to obliterate the seen distance of the temporary road, up to 200 feet. When practical, obliteration would include vegetative plantings, i.e. small trees and shrubs, planted in the roadway which are obtained from the roadside along the section of the road being obliterated.

Please see the attached graphic on page 151 for an example.

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:

All slash resulting from construction clearing (such as from landings, temporary roads) shall be lopped and scattered to lie within 3 feet of the ground. All root wads shall be severed from the stem and righted on the ground or otherwise disposed of as directed by the Forest Service, concurrent with operations.

SDZ (1) Within all Payment Units except as specified elsewhere in this contract, all slash generated by the Purchasers operations shall be evenly distributed throughout the Payment Unit to lie within 3 feet of the ground and away from the base of residual trees concurrent with operations.

SDZ (2) As shown on the Sale Area Map within PU 2, within a strip 50 feet in width as measured from the forested edge of FR 424 all slash generated by the Purchaser's operations shall be lopped and scattered to lie within 1 feet of the ground and be away from the base of residual trees.

Logging slash and stumps used in the construction of road closure berms are excluded from these Slash Disposal Measures.

SAMPLE

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.

SAMPLE

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.

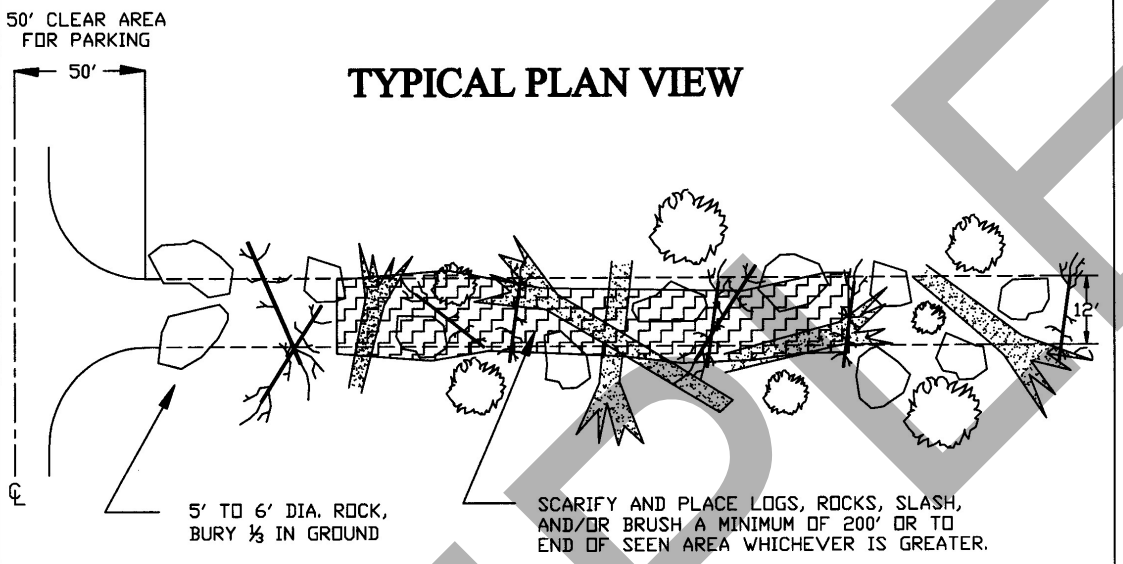
Contracting Officer shall provide a copy of Forms AD-1047, Certification Regarding Debarment, Suspension and Other Responsibility Matters-Primary Covered Transactions, and AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions to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

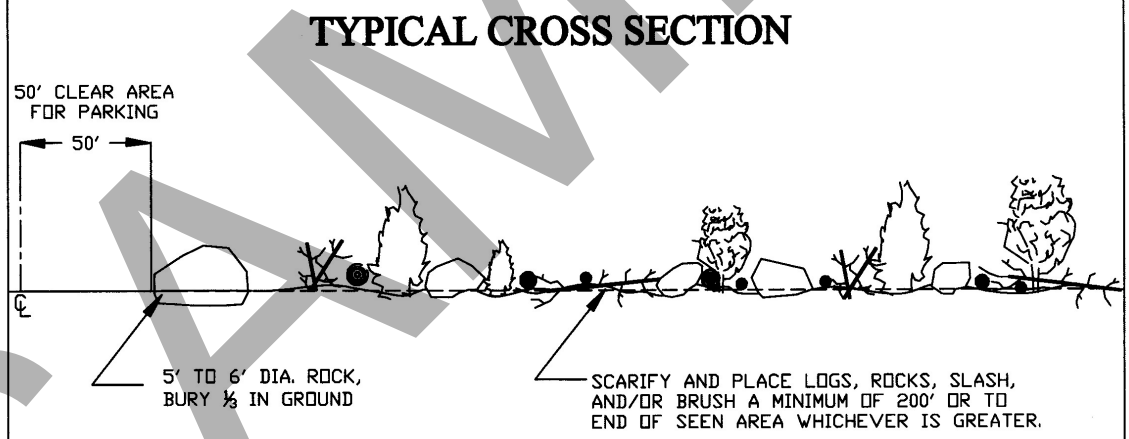
Purchaser shall complete form AD-1047 and provide to the Contracting Officer upon request.

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

SAMPLE

Typical Road Closure for Temporary Roads





PAGE ____ OF ____

SAMPLE