

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

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

Species	Product
Plant Other	Grn Bio Cv

that shall be Included Timber upon written agreement.

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.

CT2.21# - OPTIONAL REMOVAL (08/2004)

Species and products that become Included Timber (i) through agreement, or (ii) upon agreement under CT2.11#, may be removed or left on the Sale Area at the option of the Purchaser. However, any such material skidded or yarded to a landing shall be removed unless otherwise agreed in writing. Trees to be left under this authorization may be felled or left standing, unless otherwise agreed.

All Included Timber left on the Sale Area under this provision must be paid for in accordance with BT4.1. When advance deposits are deferred under payment guarantee, monthly billings under BT4.215 for volume subject to this provision shall be the greater of 1) the estimated actual volume removed, or 2) the same percentage of volume as the percent of volume not subject to this provision that is being reported removed.

The Purchaser relinquishes any and all rights to Included Timber not removed from a Payment Unit upon the Forest Service acceptance of all contract requirements on the Payment Unit under BT6.36.

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

Notwithstanding the designations for cutting under BT2.31, BT2.32, BT2.33, or BT2.34, live or dead Red Cockaded Woodpecker cavity reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Such Reserve trees are identified by Each Red-Cockaded Woodpecker cavity tree is marked with 2 horizontal and parallel white bands of paint located 4-6 feet above ground level. and shall be protected in accordance with CT6.32#. Units with reserve trees are shown on the Sale Area Map.

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**

## Payment Unit Boundary Designation Table

<u>Payment Unit</u>	<u>Paint Color</u>	<u>Designation</u>
1,2,3,4,5,6,7,8,9	Orange	Boundary line trees are marked at eye level with three (3) horizontal slash marks and a spot at ground level with eye level marks facing into the interior of the Payment unit. Gravel roads and Utility lines that are used as a section of the unit boundary do not have 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**

## INDIVIDUAL TREES

**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 symbol CTM.

Payment Unit(s)
6

Paint Color
Green

## LEAVE 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 symbol LTM.

Payment Unit(s)
1,2,3,4,5,7,8,9
8,9

Paint Color
Orange
White

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 downpayment. 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.

CT5.31# - 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.**

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications																
	From	to																		

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

Table B

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications																
	From	to		1040	1030	4020														
FSR119C	0.0	0.69	0.69	P	P	P														
FSR119E	0.0	0.47	0.47	P	P	P														
FSR157	0.0	1.18	1.18	P	P	P														
FSR157A	0.0	0.45	0.45	P	P	P														
FSR6113	0.0	0.23	0.23	P	P	P														
FSR6116	0.0	0.5	0.5	P	P	P														
FSR6129	intersect	0.1	0.1	P	P	P														

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

Table C

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications																
	From	to		1030																
FSR119C	0.0	0.69	0.69	P																
FSR119E	0.0	0.47	0.47	P																
FSR157	0.0	1.18	1.18	P																
FSR157A	0.0	0.45	0.45	P																
FSR6113	0.0	0.23	0.23	P																
FSR6116	0.0	0.5	0.5	P																
FSR6129	intersect	0.1	0.1	P																

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

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

The Purchaser shall not conduct logging operations within the boundaries of the following areas: Special Area :

1. Red-Cockaded Woodpecker site(s)

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2. Other Special Areas

Logging shall be permitted in the following areas only during the following specified times: Special Areas: Red-Cockaded Woodpecker Site(s)  
Timber harvest shall not be permitted starting April 1st through July 31st and between one hour before sunset to one hour before sunrise.

Other Special Areas: these sites are to be protected year round.

Written Permission

Unless provided written permission from the Contracting Officer or Forest Service Representative, mitigation will be followed.

The locations of these areas are shown on Sale Area Map and are marked on the ground by the following means: Special Area: Red-Cockaded Woodpecker site(s)  
not within 200 feet of any RCW cavity tree, during designated times of the year; except when RCW cavity trees are within normal access route to any payment unit, then haul road may be constructed within 50 feet of RCW cavity tree; not within 50 feet of any RCW cavity tree, outside designated times of the year. This does not apply, if access is along an existing system road.

Other Special Areas:

No harvesting activities shall be allowed in a special area, unless there is written permission by Forest Service Contracting Officer or Forest Service Representative. Sites know to be a Special area are delineated on the ground by trees marked with white bands of painted at about 5 feet to 6 feet in height above the ground.

Trees to be harvested shall be directionally felled as not disturb the ground within the defined perimeter of the special area. A work map showing the location of protected special area(s) will be provided prior to harvesting a payment unit.

Written Permission

Unless provided written permission from the Contracting Officer or Forest Service Representative, mitigation will be followed.

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: Do not cross boundary lines marked with orange and white banded trees.

Stop operations if heritage cultural resource is found. Then, notify the timber sale administrator or other available Forest Service official.

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Wildlife and Botanical Protection Measures: Botanical protection will be implemented through direction given by a sale administrator. Known botanicals needing protection will be flagged. If unknown botanicals or any endanger species of wildlife is found stop operations. Then, notify the timber sale administrator or other available Forest Service official.

Cave Resource Protection Measures: Not Applicable

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 \$ 500 or in the amount determined by Contract Officer (CO) for each Red Cockaded Woodpecker cavity tree reserve tree and \$ Not Applicable

Not Applicable for each Not Applicable 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 products within the area shall be considered to be damage to the tree.

CT6.5# - STREAMCOURSE PROTECTION (06/2002)

The following are required in addition to the Standard Provisions under BT6.5:

Applicable Fords may be permitted with written authorization in locations containing rock or rock-fragment bottoms or where streams can be protected with corduroy or gravel.

Applicable All vehicles are prohibited within a Pink Marked boundary along either side of Streamcourses that are shown on the Sale Area Map. Vehicles will be allowed to cross Streamcourses only at locations designated by the Forest Service or as essential to construction or removal of culverts or bridges.

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**

Not Applicable Mulch at the rate of 400 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.

Not Applicable Seeding operations shall not begin without the presence of a Forest Service representative.

Not Applicable Other revegetation specification: None

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**

**Revegetation Plan and Specifications**

**Seeding Season**

<b>Season 1</b>	<b>From Date</b>	<b>To Date</b>
	March 15	May 15
<b>Season 2</b>	September 15	November 15

**Seeding Table**

**Season 1**

<b>Fertilizer</b>	<b>Pounds/Acre</b>	<b>Seed</b>	<b>Pounds/Acre</b>
17-17-17	400		
		Wheat	50
		Rye	50
		Clover	10

**Season 2**

<b>Fertilizer</b>	<b>Pounds/Acre</b>	<b>Seed</b>	<b>Pounds/Acre</b>
17-17-17	400		
		Wheat	50
		Rye	50
		Clover	10

**Cooperative Deposit Table -Seeding**

<b>Lump Sum Amount</b>
N/A

<b>Amount Per Unit of Volume</b>
N/A

**Cooperative Deposit Table -Waterbars**

<b>Lump Sum Amount</b>
\$869.57

<b>Amount Per Unit of Volume</b>
N/A

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

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

Applicable 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 4 percent for lengths up to 60 feet 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 12 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 the same day 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.

**CT 6.63#-Temporary Roads – Silt Barrier Table**

<b>5/ Side Slope Percent</b>
N/A

<b>6/ Distance From Streamcourse</b>

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

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, delimiting 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 scattered to lie within 2 feet of the ground

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

**CT 6.7****Slash Treatment**

<b>Map Symbol</b>	<b>Title</b>	<b>Treatment</b>
<b>N/A</b>	<b>None</b>	Skid trails that cross recreational trails will be closed by piling slash to prevent recreational trail users from using skid trails. areas within 100 feet of roads and trails. In these areas near the roads and trails, logging slash will be lopped and scattered to lie within 2 feet of the ground.
<b>SW</b>	<b>RCW Cavity Trees</b>	Slash shall be removed within 10 feet of the bole of each marked RCW Cavity Tree (CT6.32#)
<b>ST</b>	<b>Seed Tree Areas</b>	Slash shall be removed within 8 feet of the bole of each tree reserved as a seed tree, these trees are in units identified for Seed Tree Harvest (CT6.7#)

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 04/01/2020 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.

<b>Species</b>	<b>Product</b>	<b>Annual Growth Percent</b>
Southern Yellow Pine	Sawtimber	4
Southern Yellow Pine	Pulpwood	8

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.

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.