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
## Payment Unit Boundary Designation Table

<table>
<thead>
<tr>
<th>Payment Unit</th>
<th>Boundary Color</th>
<th>Boundary Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 2, 4-6</td>
<td>Orange</td>
<td>Boundary line trees are marked at eye level with 3 orange horizontal slash marks facing into the unit and a spot at ground level. Recognizable features such as roads or streams may be designated as the unit boundary in the absence of a marked line. Yellow boundary posters with the sale name and payment unit are stapled to boundary trees and face outward at locations where the Payment Unit intersects roads or other features.</td>
</tr>
</tbody>
</table>
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
CT2.355# - 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 the symbol CTM.

<table>
<thead>
<tr>
<th>Payment Unit</th>
<th>Paint Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Blue</td>
</tr>
<tr>
<td>2</td>
<td>Blue</td>
</tr>
<tr>
<td>4</td>
<td>Blue</td>
</tr>
</tbody>
</table>
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.
## ROAD MAINTENANCE REQUIREMENTS

### Applicable Prehaul Road Maintenance Specifications

<table>
<thead>
<tr>
<th>ROADS</th>
<th>TERMINI</th>
<th>MILES</th>
<th>From</th>
<th>To</th>
<th>1020</th>
<th>1030</th>
<th>1040</th>
<th>3010</th>
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*P = Purchaser Performance Item*

### Applicable During Haul Road Maintenance Specifications

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*P = Purchaser Performance Item, D = Deposit to Forest Service*

### Applicable Post Haul Road Maintenance Specifications

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<th>ROADS</th>
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<td>W001A</td>
<td>DES2</td>
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*P = Purchaser Performance Item*

### Activity Specification Title

<table>
<thead>
<tr>
<th>Activity No.</th>
<th>Activity Specification Title</th>
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</thead>
<tbody>
<tr>
<td>1020</td>
<td>Surface Blading (Dozer)</td>
</tr>
<tr>
<td>1040</td>
<td>Spot Surface Course Placement</td>
</tr>
<tr>
<td>3010</td>
<td>Drainage Structures</td>
</tr>
<tr>
<td>3020</td>
<td>Ditch Cleaning</td>
</tr>
<tr>
<td>3050</td>
<td>Waterbars</td>
</tr>
<tr>
<td>4020</td>
<td>Roadway Mowing and Clearing</td>
</tr>
<tr>
<td>7070</td>
<td>Road Closure</td>
</tr>
</tbody>
</table>

*Sale Name: C1 Redland*
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, diskng 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

- **N/A** Mulch at the rate of **N/A** 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.

- **N/A** The Forest Service shall agree to the timing of the seeding operations.

- **N/A** Seeding operations shall not begin without the presence of a Forest Service representative.

- **N/A** Other revegetation specification: **N/A**

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 1

<table>
<thead>
<tr>
<th>Summer (April-Sept)</th>
<th>Bulk rate in lbs./acre (PLS)††</th>
<th>Mixed rate in lbs./acre</th>
<th>Winter (Oct-Mar)</th>
<th>Bulk rate in lbs./acre (PLS)††</th>
<th>Mixed rate in lbs./acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>brown top millet</td>
<td>35-45</td>
<td>10</td>
<td>austrian winter peas†</td>
<td>30</td>
<td>4.5</td>
</tr>
<tr>
<td>common carpet grass</td>
<td>25-35</td>
<td>2.5</td>
<td>cereal rye</td>
<td>90-120</td>
<td>9</td>
</tr>
<tr>
<td>grain sorghum</td>
<td>20</td>
<td>3</td>
<td>oats</td>
<td>100-120</td>
<td>20</td>
</tr>
<tr>
<td>partridge pea</td>
<td>10-13</td>
<td>3</td>
<td>wheat</td>
<td>60-120</td>
<td>20</td>
</tr>
<tr>
<td>pearl millet</td>
<td>25-30</td>
<td>5</td>
<td>white clover (osceola or durana)†</td>
<td>3-5</td>
<td>2</td>
</tr>
</tbody>
</table>

†Inoculate all legumes and clovers (except for Partridge Pea)

†† PLS = pure live seed

For ryegrass and clovers, prefer to be top seeded and cover very lightly

### Table 2

**Critical Erosion Areas (areas of concern due to slope)**

<table>
<thead>
<tr>
<th>Summer/Winter</th>
<th>Bulk rate in lbs./acre (PLS)††</th>
<th>Mixed rate in lbs./acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bahiagrass</td>
<td>15</td>
<td>3</td>
</tr>
<tr>
<td>Bermudagrass</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>brown top millet</td>
<td>35-45</td>
<td>15</td>
</tr>
<tr>
<td>common carpet grass</td>
<td>25-35</td>
<td>2.5</td>
</tr>
<tr>
<td>ryegrass (annual)</td>
<td>20-30</td>
<td>10</td>
</tr>
<tr>
<td>white clover (osceola or durana)†</td>
<td>3-5</td>
<td>2</td>
</tr>
</tbody>
</table>

### Table 3 – Cooperative Deposit

$1,752.69 Lump Sum
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 2 feet in height and 5 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
### CT6.7 – SLASH DISPOSAL REQUIREMENTS

<table>
<thead>
<tr>
<th>Map Symbol</th>
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<th>Treatment</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
CT 6.8 - 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.

CT 7.201 - 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.

CT 7.202 - 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 long-handled 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.

CT 7.22 - 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).

<table>
<thead>
<tr>
<th>Fire Danger Rating</th>
<th>Limitations or Restrictions on Purchaser Operations</th>
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</thead>
<tbody>
<tr>
<td>A to C</td>
<td>Normal fire precautionary operations</td>
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<tr>
<td>C+ to D (Very High)</td>
<td>Forest Service may suspend any or all of Purchaser's operations.</td>
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<tr>
<td>E (Extreme)</td>
<td>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.</td>
</tr>
</tbody>
</table>
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.

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 06/19 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.
<table>
<thead>
<tr>
<th>Species of Species Group</th>
<th>Product</th>
<th>Annual Growth Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southern Yellow Pine</td>
<td>Sawtimber</td>
<td>4%</td>
</tr>
<tr>
<td>Softwood – Other</td>
<td>Pulpwood</td>
<td>8%</td>
</tr>
</tbody>
</table>
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.