U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **TIMBER SALE CONTRACT** (Applicable to Sales to be Scaled after Felling)		**Name of Purchaser**	
National Forest Ochoco	**Ranger District** Lookout Mountain	**Region** Pacific N-West	**Contract Number**
Sale Name Bailey Salvage		**Award Date**	**Termination Date** 06/30/2016

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and _____, hereinafter called Purchaser.

Forest Service having advertised a sale at which either (1) Purchaser, whose required bid deposit is now held by Forest Service as an initial deposit, was the successful bidder, or (2) no bids were received and Purchaser having subsequently offered at least the minimum advertised price and made an initial deposit in the same amount as the bid deposit specified in the sale advertisement; and the parties hereto desiring to record their agreement; now therefore,

Unless provided otherwise herein, Forest Service agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

This contract consists of three Divisions: A - Specific Conditions, B - Standard Provisions, and C - Special Provisions, together with Sale Area Map, Plans and specifications for developments (if any), and such attachments as may be provided for in Division C. Specific Conditions are numbered and apply to the Part, Section, Subsection, or Item of the Standard Provisions, as indicated hereunder. Other conditions of this contract are stated in Division C - Special Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

UNITED STATES OF AMERICA

Two Witnesses: 1/

By: _____
Contracting Officer

_____
(Name)

_____
(Title)

_____
(Address)

_____
(Purchaser) 2/

_____
(Name)

By: _____

_____
(Address)

_____
(Title)

_____
(Business Address)

I, 3/ _____, certify that I am the _____

Secretary of the corporation named as Purchaser herein; that _____

who signed this contract on behalf of Purchaser, was then _____

of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ CORPORATE SEAL 4/

The following conditions apply to the indicated portions of Division B - Standard Provisions issued June 2006.

A1 - Location and Area, applicable to B1.1

This Sale Area of 626 acres more or less is located in:

Sections 13, 24, 25, 36, T.12S., R.19E.; Sections 17, 18, 19, 20, 28, 29, 30, 31, 33, 34, T.12S., R.20E.; Section 1, T.13S., R.19E., Surveyed, W.M., Crook County, Oregon

A2 - Volume Estimate and Utilization Standards, applicable to B2.1, B2.2, B2.4, and B6.4

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Douglas-fir & Western Larch	Sawtimber	597.00	MBF	11.0	1	8	6.0	33
Ponderosa Pine	Sawtimber	1,378.00	MBF	11.0	1	16	8.0	33
White Fir & Other Coniferous species	Sawtimber	927.00	MBF	11.0	1	8	6.0	33
Timber Subject to Agreement under C2.11#								
DF & Other Coniferous Species	Sawtimber	unestimated	MBF	11.0	1	8	6.0	33
Ponderosa Pine	Sawtimber	unestimated	MBF	11.0	1	16	8.0	33
All Species	Non-Saw	unestimated	MBF	6.0	1	12	3.0	33
Total Quantity		2,902.00	MBF					

A3- Timber Designations, applicable to B2.3; acres are approximate:

	Number	Acres
Clearcutting Units (B2.31)		
Specified Road Clearing (B2.32)		
Overstory Removal Units (B2.33)		
Understory Removal Units (B2.34)		
Individual Trees (B2.35)		626
Incompletely Marked Timber (B2.36)		

A4 - Timber Payment Rates, applicable to B3.1 and B4.0

A4a - For Species and Products to be Paid for at Rates Escalated under B3.2

Not Applicable

A4b - For Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				
			Base $	Advertised $	Bid Premium $	Bid (Flat) $	Required Deposits Slash Disposal $
Douglas-fir & Western Larch	Sawtimber	MBF	5.64	46.83			2.46
Ponderosa Pine	Sawtimber	MBF	1.52	12.03			2.46
White Fir & Other Coniferous species	Sawtimber	MBF	5.22	32.39			2.46
Timber Subject to Agreement under C2.11#							
DF & Other Coniferous Species	Sawtimber	MBF					2.46
Ponderosa Pine	Sawtimber	MBF					2.46
All Species	Non-Saw	MBF					2.46

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A4 include payment of deposits for sale area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

The following definitions are established for the terms used in A4:

Base Rates are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under B3.31, B3.32, or B3.33.

Advertised Rates are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in A7, but are never less than Base Rates.

Bid Premium Rates are the amounts by which Purchaser's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in B3.31, B3.32, and B3.33.

Bid Rates are the rates bid by Purchaser (exclusive of Required Deposits for slash disposal, road maintenance, and contract scaling) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in A4a is the Tentative Rate that is subject to quarterly adjustment under B3.2; for species and products in A4b, the Bid Rate is the Flat Rate.

Required Deposits are deposits that Purchaser may be required to pay for slash disposal (16 USC 490), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in C5.32#; and contract scaling deposits, if any, are given in C6.816#.

Base Index is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in B3.2.

A5 - Indices Used in Quarterly Adjustment, applicable to B3.2

Not Applicable

A6 - High Stumps, applicable to B6.412

Species	Product	Maximum Stump Height * (inches)
All	Sawtimber	12

* Stump height shall not exceed 8 inches on the uphill side of any tree within 75 feet of Highway 26 and Road 2630 unless visibility is hidden by topographic features.

A7 - Specified Roads, applicable to B5.2

Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects(2003)-english

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
		NOT APPLICABLE					

1/ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to B5.212.

A8 - Forest Service Engineering Completion Schedule, applicable to B5.21

Road No.	Road Name	Type of Work	Completion Date
	NOT APPLICABLE		

A9 - Scaling Instructions and Specifications, applicable to B6.8

Name and Date of Governing Instructions: FSH 2409.11a, National Forest Cubic Log Scaling Handbook, as amended and supplemented. Purchaser agrees to provide conditions suitable for remote check scaling by the Forest Service. Check scaling will be performed at individual scaling loactions.

Scaling Specifications					
			Trim Allowance		
Species	Product	Maximum Scaling Length (feet)	Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
All	*Sawtimber*	*20*	*5-50*	*8-20*	*6*

A10 - Scaling Services, applicable to B6.81

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit $
All	Sawtimber	MBF	Purchaser shall request a scaling site per B6.811 which meets the requirements contained in B6.814.	Conventional (100%) Log Scale	.00

A11 - Minimum Scaling Volumes, applicable to B6.81

Minimum volume for Continuous Scaling Services in two-week period N/A MBF per scaler

Minimum volume for Intermittent Scaling Services N/A MBF on a N/A basis

A12 - Fire Precautionary Period, applicable to B7.2

April 01 to October 31, inclusive

A13 - Purchaser Responsibility to Furnish Crews and Equipment for:

Initial Fire Supression, applicable to B7.3

Within 5 road miles

Fire Suppression Reinforcement, applicable to B7.312 and B 7.313

Within 100 road miles

A14 - Purchaser's Obligation per Operations Fire, applicable to B7.41

Maximum Amount: $ $300,000.00

A15 - Termination Date, applicable to B8.2

June 30, 2016

A16 - Normal Operating Season, applicable to B6.31, B6.66, B8.21 and B9.3

First Period: June 15 to November 15, inclusive

Second Period: _____ to _____, inclusive

A17 - Performance Bond Amount, applicable to B9.1

_____

A18 - Downpayment, applicable to B4.211

Downpayment Amount: _____

A19 - Periodic Payment Amount, applicable to B4.213

	Periodic Payment Determination Date	Amount
Initial Payment:	N/A	N/A
Additional Payment:	N/A	N/A

A20 - Market-Related Contract Term Addition Producer Price Index, applicable to B8.212

Index Name: **Index Number:** _____

A21 - Inapplicable Standard Provisions

The following listed Sections, Subsections, or Items of Division B-Standard Provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

B4.211	DOWNPAYMENT
B4.4	PAYMENTS NOT RECEIVED

A22 - List of Special Provisions

The following listed special provisions are attached to and made a part of this contract as Division C. Provisions with reference numbers followed by # contain blanks into which data have been entered for this sale. (Instructions: List by reference number, title, and date.)

C2.11#	TIMBER SUBJECT TO AGREEMENT (02/1971)
C2.3#	RESERVE TREES (04/2004)
C2.35# (OPTION 1)	INDIVIDUAL TREE DESIGNATION (06/2008)
C3.47#	ABNORMAL DELAY (09/2004)
C4.211	DOWNPAYMENT (06/2007)
C4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
C4.4	PAYMENTS NOT RECEIVED (08/2012)
C5.12#	USE OF ROADS BY PURCHASER (06/1999)
C5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
C5.32#	ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)
C6.22#	PROTECTION OF IMPROVEMENTS (07/2001)
C6.315#	SALE OPERATION SCHEDULE (06/1994)
C6.32#	PROTECTION OF RESERVE TREES (04/2004)
C6.405	ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)
C6.41#	SPECIFIC REQUIREMENTS (01/2000)
C6.42#	YARDING/SKIDDING REQUIREMENTS (04/2003)
C6.6#	EROSION CONTROL AND SOIL TREATMENT BY PURCHASER (04/2014)
C6.7	SLASH DISPOSAL (06/2008)
C6.74#	SLASH TREATMENT REQUIREMENTS (02/2002)
C6.815	THIRD PARTY SCALING SERVICES (04/2004)
C6.84 (OPTION 1)	USE OF PAINT BY PURCHASER (05/2005)
C6.851	WEIGHT OF LOST LOADS (04/2014)
C7.1	PLANS (09/2004)
C7.2	SPECIFIC FIRE PRECAUTIONS (09/2002)
C7.201	BURNING BY PURCHASER (01/1993)
C7.22	EMERGENCY FIRE PRECAUTIONS (09/2004)
C8.13	DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (09/2004)
C8.66# (Option 1)	USE OF TIMBER (04/2004)
C8.71	TRIPARTITE LAND EXCHANGE (04/1999)
C8.72	BIPARTITE LAND EXCHANGE (04/2004)