

CP2.133 - CATASTROPHIC DAMAGE (04/2003)

"Catastrophic Damage" as used hereunder is major change or damage to Included Products on the Sale Area, to the Sale Area, or to access to the Sale Area; (a) caused by forces beyond control of Purchaser, including but not limited to wind, flood, earthquake, landslide, fire, Forest pest epidemic, drought, or other major phenomenon, and (b) reducing the amount of Included Product by 50 percent or more from the estimated quantities shown on Page 1.

In the event of Catastrophic Damage, this contract shall be modified by mutual agreement or terminated by Forest Service.

CP2.3# - FOREST PRODUCT DESIGNATION (01/2003)

The forest products listed on Page 1 are designated for cutting as follows:

All live boughs from Noble fir and other coniferous species meeting the following conditions are to be cut and removed in accordance with CP6.41#.

- 1) Free of disease including, but not limited to, mistletoe
- 2) Free of chlorotic discoloration (yellowing)
- 3) Having symmetrical branchlets

CP4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown on Page 1 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BP9.4, transferred to other sales, or refunded until (a) harvest value representing 25 percent of the total bid value of the sale is shown on the Forest Products Sale Account to have been harvested, removed, and paid for, or (b) or the estimated value remaining to be harvested and removed, as shown on the Forest Products 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 harvested and removed, as shown on the Forest Products Sale Account, is equal to or less than the amount of the downpayment. For lump sum 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).

CP4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding BP4.211 or CP4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for 30 or more consecutive days for reasons other than breach.

When Purchaser is not removing products under contract during a qualifying period of delay or interruption 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 harvest or remove products on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

CP4.4 - 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 forest products harvested 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) Road maintenance deposits,
- (ii) Cooperative work at rates established by specific agreement under BP4.218,
- (iii) Damages pursuant to BP9.4,
- (iv) Road use fees,
- (v) Restoration of downpayment pursuant to BP4.22,
- (vi) Periodic payment pursuant to BP4.213, and
- (vii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under BP9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payment. 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 forest products harvested 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.

CP6.29# - PROTECTION OF HABITAT OF NESTING NON-THREATENED, ENDANGERED AND SENSITIVE RAPTORS (09/2004)

Location of areas needing special measures for protection of nesting non-TE&S raptors, colony nesting birds, and species with designated protection outlined in the Record of Decision (ROD) for Amendments to Forest Service and Bureau of Land Management Planning Documents Within the Range of the Northern Spotted Owl (1994), are shown on the Sale Area Map and identified on the ground. Measures needed to protect such areas have been included elsewhere in this contract or as follows:

NA

If protection measures prove inadequate or if other such areas are discovered, Forest Service may either terminate the sale under BP8.34 or unilaterally modify this contract to provide additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

In the event of contract modification under this Subsection, Purchaser shall be reimbursed for any additional protection required by the modification, provided that any work or extra protection required shall be subject to prior approval by Forest Service. Amount of reimbursement shall be determined by Forest Service using standard Forest Service rate redetermination methods in effect at time of agreed change and shall be in the form of a reduction in Current Contract Rates unless agreed otherwise in writing. However, in no event may Current Contract Rates be reduced below Base Rates.

CP6.315# - SALE OPERATION SCHEDULE (04/2003)

Unless otherwise agreed to in writing between Purchaser and Forest Service, Purchaser's Operations shall be performed in accordance with the following schedule.

See attached Schedule.

CP6.315# - SALE OPERATION SCHEDULE (04/2003)

Sale Area	Operating Conditions	Purpose
436, 597	Restrict all operations during approximately the 3 rd week in October, including the Friday before, through the end of the Friday following.	Quality Elk Hunt
597	Forest road 769 is a gated road that will be posted with project signs.	Notify hunters and other forest users

CP6.41# - HARVEST METHOD (04/2003)

The following harvest methods will be used for products designated for cutting and removing on Page 1, and/or Special Provision CP2.3#. Other methods may be approved in writing if such methods provide for equivalent resource protection.

See attached harvest method table.

TABLE PURSUANT TO CP6.41# - Harvest Method (04/2003)

Harvest Units	Harvest Method
<p>ALL</p>	<p>Boughs from Noble fir, Douglas fir, Western White Pine, Spruce, and Cedar may be harvested following the guide below. Harvest unit boundaries are designated on the ground with orange tree marking paint and orange cards.</p> <p>Description:</p> <ol style="list-style-type: none"> 1. No boughs will be removed from the top 50 percent of the live crown on any tree or from the top six whorls of branches, whichever is greater. 2. Harvesting of bough branches not to exceed 1/3 of the total branch length. Cut must be made immediate to the outside remaining branchlet to ensure future bough development. 3. Boughs may be cut with clippers or pruning saws. Axes and hatchets will not be used for cutting. Climbing spurs are not allowed. 4. Bough removal will be by hand carrying to existing rocked roads unless otherwise agreed upon. 5. Harvest height will be determined from the uphill side of the tree. 6. No boughs shall be cut from trees less than six feet tall. 7. Harvesting of boughs would be restricted within 50 feet of any trail, streams, ponds, lakes, wetlands, and meadows. 8. Topping of trees is prohibited. 9. Exceptions are, Western White Pine trees are required to be pruned and cut flush to the bole of the tree.

CP6.81 (Option 2) - ACCOUNTABILITY (07/2007)

The following requirements are applicable to this contract:

- 1) Forest Service shall issue serially numbered Forest Product Removal Receipts for use on this sale.
- 2) Purchaser shall require every receipt to be completely filled out according to written instructions, by an individual named in writing. Forest Product Removal Receipt shall be attached to the load as instructed.
- 3) After 30 days with no product removal, all unused receipts shall be returned to the issuing office.

Purchaser shall require vehicles hauling Included Products to stop at agreed upon locations for purposes of monitoring accountability. The parties shall agree upon the haul route prior to operations.

CP7.1 - PLANS (04/2003)

The plan shall state how Purchaser's representative or alternates will be contacted in a fire emergency, both during periods of operation and at other times such as evenings or weekends. Purchaser shall certify compliance with specific fire precautionary measures included as Subsections under CP7.2 - Specific Fire Precautions, before beginning operations during Fire Precautionary Period (closed season) and shall update such certification when operations change.

CP7.201 - BURNING BY PURCHASER (04/2003)

Notwithstanding the Fire Precautionary Period limitation of BP7.2, the Purchaser is required to obtain written permission from the Forest Service prior to any burning on National Forest Lands.

CP7.22 - EMERGENCY FIRE PRECAUTIONS (04/2003)

Purchaser shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Purchaser, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL INDUSTRIAL FIRE PRECAUTION

- I. Closed Season - Fire precaution requirements are in effect.
A Fire Watch/Fire Security is required at this and all higher levels unless otherwise waived.
- II. Partial Hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m. local time:
- power saws, except at loading sites;
cable yarding;
blasting;
welding or cutting of metal.
- III. Partial shutdown - The following are prohibited:
- cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m. local time when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.
- power saws - except at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.
- In addition, the following are permitted between the hours of 8 p.m. and 1 p.m. local time:
- tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start;
mechanized loading and hauling;
blasting;
welding or cutting of metal;
any other spark-emitting operation not specifically mentioned.
- IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Sale Name: Knob Boughs

Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists as described in AT14.

Hauling: Where hauling involves transit through more than one shutdown zone/regulated use area, the precaution level at the woods site shall govern the level of haul restrictions, unless prohibited by other than the Industrial Fire Precaution Level system.

Loading sites/woods site: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative.

Such waiver, or substitute precautions under BP7.21, shall prescribe measures to be taken by Purchaser to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Purchaser shall assure that all conditions of such waivers or substitute precautions are met.

Purchaser shall obtain the predicted Industrial Fire Precaution Level from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in restrictions or industrial precautions are indicated.

CP8.13 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (09/2004)

Purchaser and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Purchaser will be allowed to complete the removal of products sold under the terms of this contract. Upon execution of the contract, Purchaser hereby acknowledges the acceptance of the risk that this contract is subject to interruption or termination as a result of litigation associated with the environmental analysis process used by the Forest Service in the planning of this timber sale. If such interruption or termination occurs due to litigation, Purchaser agrees to accept as full compensation for such interruption remedies pursuant to BP8.33, or for termination remedies pursuant to BP8.34.