

Sale Name: Fishers Chapel

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.

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

Notwithstanding the designations for cutting under BT2.31, BT2.32, BT2.33, or BT2.34, live or dead wildlife reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Such Reserve trees are identified by a white painted band at about eye level and a stump mark. 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

Table CT2.302# - Payment Unit Boundaries

Payment Unit	Paint Color	Designation
All Units	Orange	<p>-Boundary line trees are marked at DBH with three (3) horizontal slash marks and a spot at ground level with the DBH level marks facing into the interior of the Payment Unit.</p> <p>-Yellow boundary posters with sale name and Payment Unit are stapled to boundary trees and face outward at locations where the Payment Unit boundary intersects or coincides with a road going into unit.</p>

Sale Name: Fishers Chapel

CT2.351# - DESIGNATION BY SPACING (06/2012)

Payment Units with Designation by Spacing are shown on Sale Area Map. The manner in which trees are to be cut or left is described as follows:

See Table CT2.351# - Designation by Spacing

Table CT2.351# - Designation by Spacing

Payment Unit(s) 01

All live pine, non-oak and non-hickory trees, except trees Marked with orange, pink, or white paint or described below to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

- (a) The tree is within 13 feet of a live pine tree that has a larger stump diameter than it; and the larger tree is not designated for cutting. The required end-result spacing is a maximum average of 23 feet.
- (b) The tree is within N/A feet of a N/A tree greater than or equal to N/A inches stump diameter; and this tree is not designated for cutting.
- (c) The tree is Marked with blue or yellow paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark on a horizontal plane at ground level on the high side of the stump.

All oak and hickory trees shall be left as leave trees, unless Marked with blue or yellow paint. No tree greater than or equal to 21 inches stump diameter shall be cut, unless Marked with blue or yellow paint. Unit boundaries and other trees that shall be left uncut are Marked with orange, white or pink paint.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than 14 feet wide with a 70 foot spacing. Quantities of trees located in skid trails are Included Timber under AT2.

Payment Unit(s) 05

All live pine, non-oak and non-hickory trees, except trees Marked with orange, pink, or white paint or described below to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

- (a) The tree is within 13 feet of a live pine tree that has a larger stump diameter than it; and the larger tree is not designated for cutting. The required end-result spacing is a maximum average of 22 feet.
- (b) The tree is within N/A feet of a N/A tree greater than or equal to N/A inches stump diameter; and this tree is not designated for cutting.
- (c) The tree is Marked with blue or yellow paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark on a horizontal plane at ground level on the high side of the stump.

All oak and hickory trees shall be left as leave trees, unless Marked with blue or yellow paint. No tree greater than or equal to 21 inches stump diameter shall be cut, unless Marked with blue or yellow paint. Unit boundaries and other trees that shall be left uncut are Marked with orange, pink, or white paint paint.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than 14 feet wide with a 70 foot spacing. Quantities of trees located in skid trails are Included Timber under AT2.

Sale Name: Fishers Chapel

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

Table CT2.355# - Individual Trees, Cut Tree Marking

Payment Unit(s)
03, 06
04

Paint Color
Yellow
Blue

Table CT2.355# - Individual Trees, Leave Tree Marking

Payment Unit(s)
02

Paint Color
Orange

Sale Name: Fishers Chapel

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.

Sale Name: Fishers Chapel

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.

Table CT5.31# - Road Maintenance Requirements

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications							
	From	To		1020	1040						
200-W	Co. Rd. 40	0.6	0.6	P	P						
200-E	Co. Rd. 40	0.3	0.3		P						

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications							
	From	To		1020	1040						
200-W	Co. Rd. 40	0.6	0.6	P	P						
200-E	Co. Rd. 40	0.3	0.3	P	P						

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications							
	From	To		1020	1040						
200-W	Co. Rd. 40	0.6	0.6	P	P						
200-E	Co. Rd. 40	0.3	0.3	P	P						

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

Sale Name: Fishers Chapel

CT6.222# - PROTECTION OF SPECIAL AREAS (08/2001)

The Purchaser shall not conduct logging operations within the boundaries of the following areas: the Special Area co-located along the boundary of Payment Units 02 and 03, south of Forest Service Road 200-West. The Special Area is a small ephemeral wetland pond and is identified on the ground by a white painted boundary (3 slashes and stump mark) facing away from the special area. It's approximate location is shown on the Sale Area Map with the symbol SA.

Logging shall be permitted in the following areas only during the following specified times: from July 16 through May 14 in all Payment Units (Payment Units 01 thru 06). No operations shall occur during the period of May 15 through July 15 in Payment Units 01 thru 06.

The locations of these areas are shown on Sale Area Map and are marked on the ground by the following means: The Special Area co-located along boundary of Payment Units 02 and 03 (SA on Sale Area Map) is marked by a white painted boundary (3 slashes and stump mark). Payment Unit boundaries are marked with orange paint (3 slashes and stump mark).

CT6.3# - SCHEDULE FOR RELEASE OF PAYMENT UNITS (08/2001)

Unless otherwise agreed in writing, no more than three Payment Units may be operated at one time. Upon completion of all contract requirements in a Payment Unit, an additional Payment Unit may be released for cutting if by such release the maximum number of Payment Units specified above, which may be operated at one time, is not exceeded.

The sequence for cutting Payment Units shall be: Payment Unit 02 must be operated in prior to Payment Units 01 and 03; Payment Unit 03 must be operated in prior to payment Unit 01.

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 \$ 200 for each white banded wildlife reserve tree and \$ N/A for each N/A 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.

Sale Name: Fishers Chapel

CT6.401# - CONDUCT OF LOGGING (09/2004)

Unless otherwise agreed in writing, the Purchaser shall take the following measures to minimize breakage of logs and to protect residual trees and other National Forest resources:

Applicable Within Payment Unit(s) 01 thru 06, the skidding pattern shall be approved by Forest Service in advance of felling and main skid roads/trails shall be located on the ground in advance of felling.

Applicable To avoid unnecessary turning of logs in Payment Unit(s) 01 thru 06, the Purchaser shall fell with the lead of the trees toward skid trails. The Purchaser shall employ directional felling techniques such as wedging, jacking, cable winching, or other methods, as needed to direct the fall of the tree.

Applicable Outside of clearcutting areas and authorized clearings, tractors shall be equipped with a winch to facilitate skidding. Products shall be winched (end-lined) as needed to protect resources or residual trees from unnecessary damage.

N/A In areas shown on Sale Area Map with the symbol W, all ground-based skidding equipment shall be confined to approved skid roads or trails and all Included Timber shall be winched to the skidder before transfer to the log landing. Winching may be required for distances up to N/A feet.

N/A In Payment Unit(s) N/A, skidding of products greater than N/A feet in length is prohibited.

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.

Sale Name: Fishers Chapel

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

Applicable Mulch at the rate of 3,000 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.

Applicable 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 CT6.601# – Revegetation Plan and Specifications, Seeding Season(s) Table.

Seeding Season	2/ From Date	2/ To Date
Early Spring	March 1st	April 15
Spring	April 15th	June 15th
Fall	August 1st	October 15th

Table CT6.601# – Revegetation Plan and Specifications, Fertilizer and Seed Table.

Early Spring Season	Lbs/Acre	Spring Season	Lbs/Acre
Kobe Lespedeza	30	Brown Top Millet	30
Brown Top Millet	15	10-10-10 or equivalent	500
10-10-10 or equivalent	500		

Fall Season	Lbs/Acre
Ladino Clover	5
Red Clover	10
Annual Rye	30
Wheat	30
10-10-10 or equivalent	500

Table CT6.601# – Revegetation Plan and Specifications, Cooperative Deposit Table

Lump Sum Amount	Amount Per Unit of Volume
N/A	N/A

Sale Name: Fishers Chapel

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

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 10 percent for lengths up to 200 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 16 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 within 3 days of construction.

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.

Table CT6.63# Temporary Roads, Silt Barrier Table

Side Slope Percent	Distance From Streamcourse
10	50 feet

Table CT6.63# Temporary Roads, Gravel Requirements Table

Location	Distance (feet)	Percent Grade	No. Inches of Gravel or Crushed Stone
Approaches to surfaced roads for a distance back from the surfaced road.	100	N/A	3" #4 stone
Streamcourse crossings for a distance on either side of the Streamcourse.	50	N/A	3" #4 stone
Steep grades of short distances	N/A	>10%	3" #4 stone
Wet or erosive prone soils	N/A	N/A	3" #4 stone
Dips, moist sites, erosive prone soils, and fills over culverts	25	N/A	3" #4 stone

Sale Name: Fishers Chapel

CT6.65 - SKID TRAILS AND FIRE LINES (08/2001)

At locations where terrain or other conditions prevent practicable construction of cross ditches and water-spreading ditches, the Forest Service may designate that ground debris consisting of root mat, humus, leaf and needle litter, or slash (as defined in CT6.7#) existing in the immediate area be placed on skid trails or fire lines. At such locations, the Purchaser shall place sufficient ground debris to slow and disperse runoff. At other locations the Forest Service and the Purchaser may agree to use ground debris, singly or in combination with other methods, to control erosion.

CT6.66 - CURRENT OPERATING AREAS (08/2001)

Where logging or road construction is in progress but not completed, unless otherwise agreed, the Purchaser shall, before beginning a period of inactivity anticipated to last 30 days or more, and before any expected period of seasonal precipitation or runoff, remove all temporary log culverts, and construct cross drains, drainage ditches, dips, berms, culverts or other facilities needed to control erosion.

Sale Name: Fishers Chapel

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 Payment Units 01 thru 06, concentrations of slash greater than 2 feet in height and 20 feet in length, measured at greatest distances, shall be lopped and scattered evenly over skid trails to lie within 2 feet of the ground concurrent with operations.

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, Slash Disposal Requirements Table

Map Symbol	Title	Treatment
SSSS	Slash Treatment Zone	In areas bordering Dry Creek County Road within Payment Units 03, 04, and 06, Purchaser shall lop and scatter all slash to lie within 2 feet of the ground. The boundary of such treatment shall be 50 feet from the edge of the clearing limit of the said feature.
ST	Seed Tree Areas	In seed tree or shelterwood areas (Payment Unit 02), slash shall be removed within 10 feet of the boles of all leave trees designated with orange bands.
SD	Slash Disposal	Within Payment Unit 02, all slash which accumulates at log landings or at other areas of slash accumulation shall be removed from such areas and scattered evenly throughout unit.

Sale Name: Fishers Chapel

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 fire rake and chemical fire extinguisher 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.

Sale Name: Fishers Chapel

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 March 16, 2015 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 CT8.23# - Addition of Net Growth, Percent Growth Table

Species or Species Group	Product	Annual Growth Percent
Pine	Sawtimber	4
Pine	Pulpwood	8
Hardwood	Sawtimber	2
Hardwood	Pulpwood	2

CT8.4 - PERFORMANCE BY OTHER THAN PURCHASER (04/2004)

This provision adds subparagraph (b) (iii) to BT8.4 as follows:

(iii) Specifically assumes in writing the obligations of Purchaser as listed in Small Business Certification executed by Purchaser and attached to and made a part of this contract.

CT8.73 - REQUIREMENT FOR SMALL BUSINESS PROCESSING (04/2004)

To meet the requirements of the small business timber sale set-aside program, Purchaser shall not sell, trade, exchange, or otherwise convey for processing more than 30 percent (50 percent in Alaska) of the advertised sawtimber volume of this sale to a concern that is not a small business within the meaning of the small business size regulations found in 13 CFR 121.507.

Purchaser shall, at the time of execution of this contract, complete the "Small Business Certification" (SBA form 723) and submit it to Contracting Officer. The completed certification together with its provisions pertaining to the disposition, manufacturing, and record keeping requirements of Included Timber by Purchaser and other small business concerns is hereby made a part of this contract.

Upon request of Contracting Officer or an officer of the Small Business Administration, Purchaser shall furnish all records sufficient to verify eligibility and compliance with the requirements of this program. Such records may include employee payroll records, disposition of Included Timber records, and other documents as necessary.

Failure to provide records upon request, filing false information, or making false statements relating to SBA size status or failing to comply with the disposition and manufacturing requirements of Included Timber shall be considered a breach of this Subsection and may result in termination of this contract pursuant to BT9.31.