

CT2.2 - UTILIZATION AND REMOVAL OF INCLUDED TIMBER (03/2003)

BT2.2 notwithstanding, up to 2 feet of a sawlog piece may be left and up to 5 feet of a small roundwood piece may be left.

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

Sale Name: Hillsboro Lake

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CT2.355# - INDIVIDUAL TREES (09/2004)

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 on Page 1 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

Sale Name: Hillsboro Lake

CT4.211 - DOWNPAYMENT (02/2008)

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 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, 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: Hillsboro Lake

CT5.31# - ROAD MAINTENANCE REQUIREMENTS (01/2003)

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

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CT6.222# - PROTECTION OF SPECIAL AREAS (03/2003)

The Purchaser shall not conduct logging operations within the boundaries of the following areas: Protective Improvements sites as shown on the Sale Area Map

Logging shall be permitted in the following areas only during the following specified times: N/A

The locations of these areas are shown on Sale Area Map and are marked on the ground by the following means: white triangles painted along the boundary of the protected area

CT6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (01/2004)

Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures: Boundaries are identified with a white triangle painted along the perimeter trees facing into the cutting unit. No equipment is allowed within this site and no harvesting operations will be permitted within the painted designated area .

Wildlife and Botanical Protection Measures: N/A .

Cave Resource Protection Measures: N/A .

CT6.414# - DIRECTIONAL FELLING OBJECTIVES (03/2003)

Unless otherwise agreed in writing, in areas shown on Sale Area Map as subject to this provision, the Purchaser shall control the direction of fall of Included Timber by wedging, jacking, lining, or other appropriate methods. Methods used shall result in felling trees to minimize damage to the Protected Improvements sites and cement picnic tables within the Payment Units .

Mutual agreement with Purchaser and Forest Service, Applicable Unless otherwise agreed, the location of tractor skid roads shall be approved in advance of felling operations.

Sale Name: Hillsboro Lake

CT6.601# - REVEGETATION PLAN AND SPECIFICATIONS (09/2006)

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 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

Sale Name: Hillsboro Lake

CT6.62# - SITE SPECIFIC WETLANDS PROTECTION MEASURES (01/2004)

Measures needed to protect wetlands identified on the Sale Area Map or on the ground include:

If timber removal results in breaking the root mat and exposure to bare soil and connection with ephemeral streams or other present water source, area must be restored the fire break for 25 feet on each side with re-shaping of the soil surface and placing a soil cover in a timely manner to minimize erosion.

CT6.7# - SLASH TREATMENT (09/2004)

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 all payment units, concentrations of slash greater than 3 feet in height and 20 feet in length, measured at greatest distances, shall be lopped and scattered to lie within 3 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

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CT6.8 - MEASURING (03/2003)

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 (03/2003)

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 (03/2003)

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 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 (03/2003)

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.