

**U.S. DEPARTMENT OF AGRICULTURE
 FOREST SERVICE
 CONTRACT FOR SALE OF DECKED TIMBER**

Sale Name: Squirrel Decks	Contract No:
	Procurement Contract No: N/A
	Award Date:
	Termination Date: 10/31/2024
	Legal Location: Section 7, T.8.S., R.8.E.; Section 6, T.9.S., R.8.E., W.M., Surveyed, Clackamas County, Oregon

Included Timber							
Product	Species	Estimated Quantity	Unit of Measure (UOM)	Product Rate per UOM	Road Maint. Deposits per UOM	Total Products \$	Total Road Maintenance
Grn Bio Cv	ALL SPECIES	1,016.00	CCF		.19		193.04
Total Quantity:		1,016.00		Total Sale Value:			193.04

General Conditions

Amount Payable for Timber. Purchaser shall pay to USDA Forest Service the total sale value for products and road maintenance when the contract is executed. Additional timber shall be paid for prior to removal.

Additional Timber. Forest Service may add to the contract timber cut to facilitate operations and undesigned trees damaged by Purchaser. Such timber shall be paid for at contract rates, plus deposits. Timber subject to agreement may be added to the contract, subject to agreement on volume.

Statutory Compliance. Purchaser agrees to conduct operations under this contract and other related business activities in compliance with Federal, State, and local statutes, standards, orders, permits, or other regulations.

Use of Roads by Purchaser. Purchaser is authorized to use existing National Forest roads when such use will not cause damage to the roads or National Forest resources and when hauling can be done safely.

Road Maintenance. If Purchaser elects to use different roads than those in Forest Service Road Maintenance Plan, Forest Service shall determine Purchaser's commensurate share of road maintenance and revise road maintenance deposits.

Product Identification. West of the 100th meridian, before transport, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Purchaser shall hammer brand, with assigned brand, all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Products that require domestic processing that are eight (8) feet or more in length and one-third (1/3) or more sound must also be painted with a spot of highway-yellow paint at least three (3) square inches in size on each end that is seven (7) inches or more in diameter. All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed.

Title Passage. All right, title, and interest in and to timber shall vest in Purchaser when it has been decked and paid for. Title to any timber that has not been removed from National Forest land by Purchaser on or prior to termination date shall revert to Forest Service.

Liability for Loss. If timber is destroyed or damaged the party holding title shall bear the value loss resulting from such destruction or damage.

Contract Term Adjustment. The contract term shall be adjusted to include additional calendar days equal to the actual time lost if hauling is interrupted due to causes beyond Purchaser's control or Purchaser accepts Forest Service written request to interrupt or delay operations.

Contract Term Extension. If the associated procurement contract is extended the contract term of this contract shall be extended to include additional calendar days equal to the additional time on the procurement contract.

Termination. In event the associated procurement contract is canceled, this contract shall be terminated without liability to either party due to the termination. Purchaser shall receive a refund for any included timber not removed due to termination.

Disputes. This contract is subject to the Contract Disputes Act of 1978.

Other Conditions

- I. NFR 4600324 MAINTENANCE FOR LIMITED USE: This work consists of making limited use roads passable for joint use by Purchaser/Contractor and high clearance vehicles while providing drainage from the traveled way and roadbed. TRAVELED WAY MAINTENANCE REQUIREMENTS: Purchaser/Contractor may smooth or fill existing cross ditches and water bars and, as approved by the Forest Service, modify existing road junctions to enable vehicle access. Prior to beginning haul and resumption of haul after an extended stoppage: Remove brush, fallen trees, rocks, and other debris from traveled way, including turnouts, turnarounds, and other locations that interfere with needed maintenance as follows: No object extending over 4 inches above the road surface shall remain within the 12 feet usable traveled way and 10 feet turnout widths. Center the usable width on the roadbed or position away from the fill slope. Cut and remove standing or down trees, logs, brush, and limbs from the traveled way, including turnouts and turnarounds. Remove encroaching limbs to a height of 14 feet above the traveled way surface. Scatter material not meeting utilization standards outside and below the roadbed on the fill side. Place all removed materials away from drainages. DURING USE: maintain drainage structures, including ditches, culverts, and culverts, in a useable condition. POST HAUL: At the end of hauling or prior to entering seasonal shutdowns or a period of extended inactivity: Clean the traveled way and disturbed roadbed to provide functional drainage. No object extending over 4 inches above the road surface shall remain within the 12 feet usable traveled way and 10 feet turnout widths. Leave roads useable for high clearance vehicles. Remove or reshape Purchaser/Contractor modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.
- II. LANDING LOCATIONS ALONG NFR 46: Purchaser shall furnish flag personnel meeting the requirements of Chapter 6E of the MUTCD and advance warning signs 200 feet each direction when operating within the roadway. DURING and POST HAUL: maintain ditches by removing rock, soil, wood, and other materials. Maintained ditches shall function to meet the intent of the original design. Pavement protection from equipment damage required.
- III. Unless otherwise agreed, residual debris from decks shall be scattered or piled at locations agreed to by the Forest Service.

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Signatures			
_____	_____	_____	_____
Witness Signature	Date	Contracting Officer Signature	Date
_____	_____	_____	_____
Witness Signature	Date	Purchaser Signature	Date

CERTIFICATION

I, _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____ who signed this contract on behalf of the Purchaser, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL
