

Sample contract

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE INTEGRATED RESOURCE CONTRACT (Applicable to Contracts with Measurement before Harvest)		Name of Contractor	
National Forest Chippewa	Ranger District Walker	Region Eastern	Contract Number
Contract Name LUPINE STEWARDSHIP		Award Date	Termination Date 09/30/2018

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 Contractor.

Unless provided otherwise herein, Forest Service agrees to sell and permit Contractor to cut and remove Included Timber and Contractor agrees to purchase, cut, and remove Included Timber and complete required stewardship projects.

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

UNITED STATES OF AMERICA

Two Witnesses:^{2/}

By: _____
Contracting Officer

(Name)

(Title)

(Address)

By: _____
(Contractor) ^{3/}

(Name)

(Title)

(Address)

(Business Address)

I, ^{4/} _____, certify that I am the _____
Secretary of the corporation named as Contractor herein; that _____
who signed this contract on behalf of Contractor, 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 ^{5/}

INSTRUCTIONS:

1/ If Contractor is a corporation, state a "corporation organized and existing under the laws of the State of _____" and specify the State; if Contractor is a partnership, state a "partnership consisting of _____" and specify the names of each partner; and if Contractor is a sole proprietor doing business under an assumed name, state "(n) individual doing business under the name of _____ City of _____, State of _____."

2/ The signatures and addresses of two witnesses are required if Contractor is other than a corporation.

3/ If Contractor is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Contractor is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.

4/ The certificate must be completed if Contractor is a corporation.

5/ For companies incorporated in States that require a corporate seal, if the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/

Subcontractor Certification

Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contract Name: _____
National Forest: _____

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: _____
Business Address: _____

_____ Date

_____ Signature

1/ It is Contractor's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.

AT.0 - SPECIFIC CONDITIONS. The following conditions apply to the indicated portions of Division BT - Standard Provisions issued September 2004.

AT.1 - Location and Area, applicable to BT.1

This Contract Area of 1300 acres more or less is located in:

PARTS OF SECTIONS 19 & 20, T144N, R30W AND PARTS OF SECTIONS 24 & 25, T144N, R31W, 5TH P.M., CHIPPEWA N.F. CASS COUNTY, MN

AT.2 - Volume Estimate and Utilization Standards, applicable to CT.1, CT.2, CT.4, and GT.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
Mixed Hardwoods	Sawtimber	5.00	CCF	11.0	1	8	9.6	40
Red & White Pine	Sawtimber	491.00	CCF	9.0	1	8	7.6	40
Spruce incl. B.Fir	Sawtimber	116.00	CCF	9.0	1	8	4.0	40
Aspen	Pulpwood	329.00	CCF	5.0	1	8	4.0	70
Mixed Hardwoods	Pulpwood	132.00	CCF	5.0	1	8	4.0	70
Pine	Pulpwood	813.00	CCF	5.0	1	8	4.0	70
Spruce incl. B.Fir	Pulpwood	383.00	CCF	5.0	1	8	4.0	70
Timber Subject to Agreement under KT - CT.1.1#								
Hardwood - Other	Grn Bio Cv	unestimated	CCF	4.0	1	8	N/A	70
Total Quantity		2,269.00	CCF					

* Quantities not included here are described in CT.4.

AT.3- Timber Designations, applicable to CT.3; acres are approximate:

	Number	Acres
Clearcutting Units (CT.3.1)	_____	_____
Specified Road Clearing (CT.3.2)	_____	_____
Overstory Removal Units (CT.3.3)	_____	_____
Understory Removal Units (CT.3.4)	_____	_____
Individual Trees (CT.3.5)	<input type="text"/>	264
Incompletely Measured Payment Units (CT.3.6)	_____	_____

AT.4 - Timber Payment Rates, applicable to DT.1 and ET.0

AT.4.1 - Escalated Rates, applicable for Species and Products to be Paid for at Rates Escalated under DT.2

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$	Base Index
			Base \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$		
Not Applicable								

AT.4.2- Flat Rates, applicable for Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Mixed Hardwoods	Sawtimber	CCF	1.00	17.37			.00
Red & White Pine	Sawtimber	CCF	1.00	71.17			.00
Spruce incl. B.Fir	Sawtimber	CCF	1.00	30.33			.00
Aspen	Pulpwood	CCF	1.00	38.81			.00
Mixed Hardwoods	Pulpwood	CCF	1.00	12.78			.00
Pine	Pulpwood	CCF	1.00	35.68			.00
Spruce incl. B.Fir	Pulpwood	CCF	1.00	28.21			.00
Timber Subject to Agreement under KT - CT.1.1#							
Hardwood - Other	Grn Bio Cv	CCF					

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT.4 include payment of deposits for contract area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

AT.4.3 - Schedule of Payment Units

Payment Unit No.	App rox. Acres	To be Escalated under AT.4.1				Total Tentative Payment \$	To be Paid for at Flat Rates under AT.4.2				Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
		Species	Product	Qty	UOM		Species	Product	Qty	UOM		
001	30					Mixed Hardwoods	Sawtimber	0.00	CCF		.00	
						Red & White Pine	Sawtimber	73.00	CCF			
						Spruce incl. B.Fir	Sawtimber	0.00	CCF			
						Aspen	Pulpwood	9.00	CCF			
						Mixed Hardwoods	Pulpwood	8.00	CCF			
						Pine	Pulpwood	214.00	CCF			
						Spruce incl. B.Fir	Pulpwood	1.00	CCF			
		Total PU Quantity And Value							305.00	CCF		
002	9					Mixed Hardwoods	Sawtimber	2.00	CCF		.00	
						Red & White Pine	Sawtimber	21.00	CCF			
						Spruce incl. B.Fir	Sawtimber	1.00	CCF			
						Aspen	Pulpwood	9.00	CCF			
						Mixed Hardwoods	Pulpwood	12.00	CCF			
						Pine	Pulpwood	54.00	CCF			
						Spruce incl. B.Fir	Pulpwood	3.00	CCF			
		Total PU Quantity And Value							102.00	CCF		
003	19					Mixed Hardwoods	Sawtimber	0.00	CCF		.00	
						Red & White Pine	Sawtimber	35.00	CCF			
						Spruce incl. B.Fir	Sawtimber	0.00	CCF			
						Aspen	Pulpwood	51.00	CCF			
						Mixed Hardwoods	Pulpwood	3.00	CCF			
						Pine	Pulpwood	43.00	CCF			
						Spruce incl. B.Fir	Pulpwood	2.00	CCF			
		Total PU Quantity And Value							134.00	CCF		
004	34					Mixed Hardwoods	Sawtimber	1.00	CCF		.00	
						Red & White Pine	Sawtimber	165.00	CCF			
						Spruce incl. B.Fir	Sawtimber	0.00	CCF			
						Aspen	Pulpwood	74.00	CCF			
						Mixed Hardwoods	Pulpwood	8.00	CCF			
						Pine	Pulpwood	182.00	CCF			
						Spruce incl. B.Fir	Pulpwood	1.00	CCF			
		Total PU Quantity And Value							431.00	CCF		
005	16					Mixed Hardwoods	Sawtimber	0.00	CCF		.00	
						Red & White Pine	Sawtimber	18.00	CCF			
						Spruce incl. B.Fir	Sawtimber	0.00	CCF			
						Aspen	Pulpwood	8.00	CCF			
						Mixed Hardwoods	Pulpwood	10.00	CCF			
						Pine	Pulpwood	121.00	CCF			
						Spruce incl. B.Fir	Pulpwood	0.00	CCF			
		Total PU Quantity And Value							157.00	CCF		
006	50					Mixed Hardwoods	Sawtimber	1.00	CCF		.00	
						Red & White Pine	Sawtimber	179.00	CCF			
						Spruce incl. B.Fir	Sawtimber	0.00	CCF			
						Aspen	Pulpwood	57.00	CCF			
						Mixed Hardwoods	Pulpwood	39.00	CCF			
						Pine	Pulpwood	199.00	CCF			
						Spruce incl. B.Fir	Pulpwood	0.00	CCF			
		Total PU Quantity And Value							475.00	CCF		
007	42					Mixed Hardwoods	Sawtimber	1.00	CCF		.00	
						Spruce incl. B.Fir	Sawtimber	55.00	CCF			
						Aspen	Pulpwood	36.00	CCF			
						Mixed Hardwoods	Pulpwood	14.00	CCF			
						Spruce incl. B.Fir	Pulpwood	190.00	CCF			
Total PU Quantity And Value							296.00	CCF				

Contract Name: LUPINE STEWARDSHIP

Contract No:

Payment Unit No.	App rox. Acres	To be Escalated under AT.4.1		Total Tentative Payment \$	To be Paid for at Flat Rates under AT.4.2			Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$	
008	17				Mixed Hardwoods	Sawtimber	0.00	CCF		.00
					Spruce incl. B.Fir	Sawtimber	20.00	CCF		
					Aspen	Pulpwood	15.00	CCF		
					Mixed Hardwoods	Pulpwood	10.00	CCF		
					Spruce incl. B.Fir	Pulpwood	35.00	CCF		
		Total PU Quantity And Value					80.00	CCF		
009	26				Mixed Hardwoods	Sawtimber	0.00	CCF		.00
					Spruce incl. B.Fir	Sawtimber	20.00	CCF		
					Aspen	Pulpwood	51.00	CCF		
					Mixed Hardwoods	Pulpwood	15.00	CCF		
					Spruce incl. B.Fir	Pulpwood	78.00	CCF		
		Total PU Quantity And Value					164.00	CCF		
010	21				Mixed Hardwoods	Sawtimber	0.00	CCF		.00
					Spruce incl. B.Fir	Sawtimber	20.00	CCF		
					Aspen	Pulpwood	19.00	CCF		
					Mixed Hardwoods	Pulpwood	13.00	CCF		
					Spruce incl. B.Fir	Pulpwood	73.00	CCF		
		Total PU Quantity And Value					125.00	CCF		

AT.4.4 - Stewardship Credits, applicable to ET.2.2 and KT-GT.9#

Mandatory Stewardship Projects					
Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
	Not Applicable				

Optional Stewardship Projects						
Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
		Not Applicable				

The following definitions are established for the terms used in AT.4:

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 DT.3.1, DT.3.2, or DT.3.3.

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 AT.7, but are never less than Base Rates.

Bid Premium Rates are the amounts by which Contractor's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in DT.3.1, DT.3.2, and DT.3.3.

Bid Rates are the rates bid by Contractor (exclusive of Required Deposits for slash disposal and road maintenance) 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 AT.4.1 is the Tentative Rate that is subject to quarterly adjustment under DT.2; for species and products in AT.4.2, the Bid Rate is the Flat Rate.

Required Deposits are deposits that Contractor may be required to pay for slash disposal (16 USC 490) and road maintenance (16 USC 537). 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 KT-FT.3.2#.

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 DT.2.

AT.5 - Indices Used in Quarterly Adjustment, applicable to DT.2

Species	Index Name and Date
Not Applicable	

AT.6 - High Stumps, applicable to GT.4.1.2

Species	Product	Maximum Stump Height (inches)
All	Sawtimber	14
All	Pulpwood	10

AT.7 - Specified Roads, applicable to FT.2

Name and Date of Governing Road Specifications:

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 FT.2.1.2

AT.8 - Forest Service Engineering Completion Schedule, applicable to FT.2.1

Road No.	Road Name	Type of Work	Completion Date
	Not Applicable		

AT.9 - Fire Precautionary Period, applicable to HT.2

April 01 to November 15, inclusive

AT.10 - Contractor Responsibility to Furnish Crews and Equipment for:

Initial Fire Suppression, applicable to HT.3

Within 5 road miles

Fire Suppression Reinforcement, applicable to HT.3.1.2 and HT.3.1.3

Within 20 road miles

AT.11 - Contractor's Obligation per Operations Fire, applicable to HT.4.1

Maximum Amount: \$ \$900

AT.12 - Termination Date, applicable to IT.2

September 30, 2018

AT.13 - Normal Operating Season, applicable to GT.3.1, GT.6.6, IT.2.1, and JT.3

First Period: May 15 to March 15, inclusive

Second Period: _____ to _____, inclusive

AT.14 - Performance Bond, applicable to JT.1

Performance Bond Amount: _____

AT.15 - Downpayment, applicable to E.T.2.1.1

Downpayment Amount: Not Applicable

AT.16 - Periodic Payment Amount, applicable to ET.2.1.3

	<u>Periodic Payment Determination Date</u>	<u>Amount</u>
Initial Payment:	<u>N/A</u>	<u>N/A</u>
Additional Payment:	<u>N/A</u>	<u>N/A</u>

AT.17 - Market-Related Contract Term Addition Producer Price Index, applicable to IT.2.1.2

Index Name: Wood Chips Index Number: 211135

AT.18 - Inapplicable Provisions

The following listed provisions are hereby made inapplicable. (Instructions: List by reference number and title.)

ET.4	PAYMENTS NOT RECEIVED
IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION

AT.19 - List of Special Provisions in Part KT

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

KT-CT.1.1#	TIMBER SUBJECT TO AGREEMENT (09/2004)
KT-CT.3#	RESERVE TREES (09/2004)
KT-CT.3.0.1#	PROTECTED AREAS (06/2009)
KT-CT.3.5.5#	INDIVIDUAL TREES, CUT TREE MARKING (06/2009)
KT-ET.4	PAYMENTS NOT RECEIVED (08/2012)
KT-FT.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
KT-FT.3.2#	ROAD MAINTENANCE DEPOSIT SCHEDULE (09/2004)
KT-GT.3.1.3#	CUTTING SCHEDULE (06/2009)
KT-GT.3.1.4#	OPERATING RESTRICTIONS (06/2009)
KT-GT.3.2#	PROTECTION OF RESERVE TREES (09/2004)
KT-GT.6.3#	TEMPORARY ROAD CLOSURE (06/2009)
KT-GT.7#	SLASH DISPOSAL MEASURES (06/2009)
KT-GT.9#	STEWARDSHIP PROJECTS (09/2004)
KT-HT.2	FIRE PRECAUTIONS (06/2009)
KT-IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

FS-2400-13T (03/09)

KT-CT.3.5.5# - INDIVIDUAL TREES. (06/2009)

Cut Tree Marking Table

Payment Units	Paint Color
1	Yellow
2	Yellow
3	Yellow
4	Yellow
5	Yellow
6	Yellow
7	Yellow
8	Yellow
9	Yellow
10	Yellow

KT-ET.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 Contractor'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 ET.2.1.8;
- (iii) Damages pursuant to JT.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to ET.2.2;
- (vi) Periodic payments pursuant to ET.2.1.3;
- (vii) Extension Deposits pursuant to ET.2.1.7; 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 JT.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 Contractor'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 Contractor's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Contractor's obligation to make such payment and
- (ii) Contractor files and prosecutes a timely Claim.

Contract Name: LUPINE STEWARDSHIP

KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

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

See Contract Road Maintenance Requirements Summary Table.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts

KT-FT 3.1# Special Provisions

SECTION 1. GENERAL

Purchaser's main Road Maintenance responsibility begins: (1) after Purchaser performs Prehaul Maintenance on a road listed in the Road Maintenance Requirements Schedule; or (2) for all other roads, when Purchaser begins to use the road. Occasional travel by Purchaser's light vehicles, prior to beginning of construction clearing or logging operations in the area accessed by the road, does not constitute beginning of use. Purchaser is not required to perform routine maintenance during periods of inactivity. During periods of inactivity, Forest Service will perform maintenance only as required to meet its needs.

The Purchaser shall maintain roads, commensurate with the Purchaser's use, in accordance with the Road Maintenance Requirements Summary and Road Maintenance Specifications. Performance of road maintenance work by the Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on the Purchaser's operating schedule under Standard Provision BT6.31.

If the Purchaser elects to use different roads than those listed in the Road Maintenance Requirements Summary, the Contracting Officer (CO) or designee shall determine the Purchaser's commensurate share of road maintenance and/or revise road maintenance deposits.

Unless the CO or designee agrees in writing, all Prehaul Maintenance requirements shall be completed on any portion of road prior to hauling on that portion.

The Forest Service shall prepare a revised Road Maintenance Requirements Schedule to reflect changes in the original haul routes when needed.

Any work or materials that are determined to no longer be needed and are waived shall have the estimated cost charged to the Timber Sale Account as described in BT8.31.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts

KT-FT 3.1# Special Provisions

SECTION 2. ROAD MAINTENANCE DEFINITIONS

Wherever the following terms are used in the Road Maintenance Specifications, the meaning shall be:

Base Course. Material placed on the Subgrade to distribute concentrated wheel loads.

Borrow. Select Material taken from designated borrow sites.

Crown, Inslope, and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains and downpipes.

During Haul Maintenance. Road maintenance work to be accomplished during the period of timber removal.

Geotextile. A group of construction fabrics with varying attributes designed for different purposes.

Lead-off Ditches. A ditch used to transmit water from a Culvert, Drainage Structure or Drainage Dip outlet to the natural drainage area.

Maintenance Activity. Items of work leading to the restoration and upkeep of a road and necessary to sustain the road's anticipated traffic.

Material. Any substance specified for use in the performance of the work.

Post Haul Maintenance. Road maintenance work to be accomplished after timber removal is completed.

Prehaul Maintenance. Road maintenance work to be accomplished prior to the roads use. Roads receiving prehaul maintenance shall be shown on the Sale Area Map.

Road Maintenance Cost. An estimate of the cost to perform road maintenance activities; as determined by the Forest Service. Estimates may include any or all of the work activities listed in Section 4, Road Maintenance Activity Specifications.

Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts

KT-FT 3.1# Special Provisions

Roadway. The portion of a road within the limits of excavation and embankment.

Sand Hole. A hole that develops in the running surface of the road which is quite soft and dangerous in nature. Usually found in very sandy soils.

Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of Base and Surface Course, if any.

Slide. A concentrated deposit of materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.

Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.

Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

Surface Course. The Material placed on the Base Course or Subgrade to enhance traction, distribute concentrated wheel loads and resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts

KT-FT 3.1# Special Provisions

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		P	P		D						
FR 3772	PU 6	FR 2136	.7	T-8420	T-8030		T-8110						
FR 2136	PU 2	Oak Pt Rd	.6	T-8420	T-8030		T-8110						
FR 3772F	PU 7	FR 3772	1.0	T-8420	T-8030	T-8110							
FR 2942	PU 9	FR 2133	.5	T-8420	T-8030	T-8110							
U2097	PU 8	FR 2133	.3	T-8420	T-8030	T-8110							
FR 2133	PU 8	Hwy 2	7.0	T-8420	T-8030	T-8110							

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		P	P	P	D						
FR 3772	PU 6	FR 2136	.7	T-8420	T-8030		T-8110						
FR 2136	PU 2	Oak Pt Rd	.6	T-8420	T-8030		T-8110						
FR 3772F	PU 7	FR 3772	1.0	T-8420	T-8030	T-8110							
FR 2942	PU 9	FR 2133	.5	T-8420	T-8030	T-8110							
U2097	PU 8	FR 2133	.3	T-8420	T-8030	T-8110							
FR 2133	PU 8	Hwy 2	7.0	T-8420	T-8030	T-8110							

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		P	P	P	D						
FR 3772	PU 6	FR 2136	.7	T-8310	T-8030		T-8110						
FR 2136	PU 2	Oak Pt Rd	.6		T-8030		T-8110						
FR 3772F	PU 7	FR 3772	1.0		T-8030	T-8110							
FR 2942	PU 9	FR 2133	.5		T-8030	T-8110							
U2097	PU 8	FR 2133	.3		T-8030	T-8110							
FR 2133	PU 8	Hwy 2	7.0	T-8310	T-8030	T-8110							

ROAD MAINTENANCE REQUIREMENTS

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SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

INCLUDED SPECIFICATIONS

<u>Specification No.</u>	<u>Specification Title</u>
T-8030	Snow Removal
T-8110	Maintenance Blading/Grading
T-8310	Ditch Cleaning
T-8420	Cutting Roadway Vegetation

T-8030 Snow Removal

DESCRIPTION

- 1.1 This Section provides for removal of snow from roads to facilitate logging operations and safe use. Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at locations designated by the Forest Service Representative (FSR). Snow may also be compacted as needed to freeze down soft areas or wet areas. This work is considered part of this specification. Equipment used for this work shall be in accordance with this specification and approved in advance by the FSR.

EQUIPMENT

- 2.1 Purchaser may use any type of equipment to remove snow, providing:
- Type or use of equipment is not restricted in KT-FT5.12# or Schedule document.
 - Equipment is of the size and type commonly used to remove snow and will not cause damage to the road. Tracked or cleated vehicles shall not be used unless approved in writing by the FSR.
 - The Blade will be equipped with skid shoes to prevent loss of surfacing and damage to the road bed. On gravel and native surface roads, a minimum 2-inch depth compacted snow mat will be maintained on the roadbed during blading.

REQUIREMENTS

- 3.1 Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS or as shown on the Section 3. Road Maintenance Requirements Schedule. Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other forest values.
- 3.2 Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.
- 3.3 Upon seasonal completion of Purchaser's Operations, effectively block the road by a snow barricade, unless otherwise approved by the Contracting Officer.

ROAD MAINTENANCE REQUIREMENTS

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- 3.4 Ice control may be performed by Purchaser when approved by the FSR in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.
- 3.5 Snow berms will be reduced at road intersections where plowed road segments join unplowed road segments. Reduce the piled snow in the roadway to create a smooth transition from plowed road to normal snow depth.

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T-8110 Maintenance Blading/Grading

DESCRIPTION

1.1 Maintenance Blading/Grading is keeping an aggregate surfaced Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning Drainage Dips and Lead-off Ditches.

EQUIPMENT

2.1 The equipment required to shape, spread, and compact surfacing is listed below.

Road Number	Road Termini - From	Road Termini - To	Equipment Description
all			Dozer or grader With Angling blade

REQUIREMENTS

- 3.1 Maintenance Blading/Grading shall be performed to facilitate traffic and proper drainage before, during, or after Purchaser's use as required by Section 3. Road Maintenance Requirements Schedule.
- 3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a smooth, free-draining state needed to facilitate traffic. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to conserve Surface Material and to provide for a thorough mixing of the Material being worked.
- 3.3 On aggregate surfaced roads Material generated from back slope Sloughing and ditch cleaning shall not be blended with Surface or Base Course Material unless agreed otherwise
- 3.4 Roadway back slopes shall not be undercut.
- 3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to retain the existing line, grade, and cross-section.
- 3.5 Intersecting roads shall be bladed for a distance of 50 feet to assure blending of the surfaces.
- 3.6 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by side casting unless agreed otherwise. Side casting into streams, lakes, or water courses will not be permitted.

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3.7 Material resulting from this activity shall not remain on or in structures, such as Culverts, cattle guards, ditches, bridges, and Drainage Dips.

3.8 Material resulting from this activity, plus any accumulated debris, shall be removed from roadway structures, such as concrete low-water crossings or fords.

T-8310 Ditch Cleaning

DESCRIPTION

1.1 Ditch cleaning is the removal and disposal of all accumulated organic and Slough Material from Roadway ditches to provide a positive draining waterway of uniform width, depth, and grade.

REQUIREMENTS

3.1 Ditch cleaning shall be repeated during sale operations as often as necessary to facilitate proper drainage.

3.2 All Slough Material or other debris which might obstruct water flow in the Roadway ditch shall be removed. Material removed from ditches that are not suitable for blending into the existing surface course shall be disposed of in places agreed to in writing by the FSR.

3.3 Roadway back slopes shall not be undercut.

T-8420 Cutting Roadway Vegetation

DESCRIPTION

1.1 This work includes removal of brush, trees and other vegetative growth from within the clearing limits. This may include brush mowing of shoulders to prevent larger growth which would inhibit travel in the future.

EQUIPMENT

2.2 Equipment use may include farm tractor mounted mowing or brushing equipment. If brushing equipment is required it must be of a size and power to cut off and masticate stems up to four inches in diameter. Larger growth may require hand clearing with a chainsaw or mechanized equipment able to handle larger trees.

REQUIREMENTS

3.1 Vegetative matter within the Roadway which impedes vehicular travel, and/or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate

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lengths and decked in locations where agreed upon and the Traveled Way or sight distances will not be impaired.

- 3.2 Vegetative matter removed from the clearing limits shall be scattered outside the clearing limits at least 5 feet perpendicular to the road surface.
 - 3.3 Trim tree branches that extend over the road surface and shoulders to attain a clear height of 14 feet. Trim branches flush with the tree or as close as possible without causing damage or scarring to the bole. Area shall be left neatly trimmed.
 - 3.4 Any stump removed shall be placed in an upright position out of the clearing limits.
 - 3.5 Area shall not be left in an unsightly condition. The FSR shall have the final say over how the area is left.
-

Contract Name: LUPINE STEWARDSHIP

KT-FT.3.2# - ROAD MAINTENANCE DEPOSIT SCHEDULE (09/2004)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Contractor's performance of road maintenance, Contractor shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Contractor's commensurate use of each road listed in the Road Maintenance Plan in KT-FT.3.1#.

Contractor and Forest Service may agree in writing on adjustment of such rates. If Contractor uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Contractor's use of such roads.

The Required Deposits for Forest Service work in lieu of Contractor performance and for deferred maintenance is: \$.15 per CCF.

The following table lists who Contractor will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's Office.

Deposit Made To	Rate	Unit of Measure
N/A		

KT-GT.3.1.3# - CUTTING SCHEDULE (06/2009)

Unless changed by written agreement, only 4 Payment Units may be released for operations at one time, and the sequence of cutting Payment Units shall be : mutually agreed upon.

Unless there is agreement in writing to postpone specific requirements, all contractual requirements on a Payment Unit shall be accepted by Forest Service prior to the release of an additional Payment Unit.

KT-GT.3.1.4# - OPERATING RESTRICTIONS (06/2009)

Within Contract Area, unless changed by written agreement, the following operating requirements apply:

Restricted operations/activities:

In Payment Units 1, 2, 3, 4, 5, 6, and 7 operations are restricted after July 1 for Bark Beetle and in Payment Units 8, 9 and 10 operations are restricted to frozen conditions due to soils and Red Shoulder Hawk.

Prohibited operations/activities:

NA

Contract Name: LUPINE STEWARDSHIP

KT-GT.6.3# - TEMPORARY ROAD CLOSURE (06/2009)

In addition to GT.6.3, measures to effectively block temporary roads to normal vehicular traffic shall consist of the following:

Closure will consist of the following at the discretion of the sale administrator:

Scatter slash for a distance of 100 feet from the intersection of the temporary road with a system road or trail. The slash shall be large enough to effectively block road, and not be easily removable.

Place a rock, stump and/or cull barrier across the temporary roadway approximately 2 feet apart of a distance of 25 feet from the intersection of the temporary road with a system road or trail, or

Obliterate the temporary road by ripping or discing compacted surfaces for the length of the temporary road, from the intersection of the temporary trail or road, or

At the junction dig a trench across the road, and with dirt from the trench make a ridge 3 feet high to completely block road. The ridge shall be mixed with logging debris such as stumps, short logs and covered with slash.

KT-GT.7# - SLASH DISPOSAL MEASURES (06/2009)

Slash resulting from Contractor's operations shall be removed from lakes, ponds, private land, right-of-way clearings for telephone lines, power lines, pipelines and other authorized facilities, and landings to be seeded under KT-GT.6#.

The tops of trees shall not be left hanging in standing trees. All trees cut for landing and other construction clearings shall be completely severed and not left leaning. Slash resulting from construction clearing shall be treated concurrent with harvest operations.

Other specific slash disposal requirements are as follows:

SDZ (1) Remove purchaser generated slash feet from edge of road or other ownership

SDZ (2) In Payment Units Lop and Scatter slash to lie within 3 feet of the ground.

Slash Disposal treatment zones are shown on the Contract Area Map with symbol "SDZ."

KT-GT.9# - STEWARDSHIP PROJECTS (09/2004)

Performance of stewardship projects shall be in accordance with the following specifications.

Stewardship Projects

Contract Name: LUPINE STEWARDSHIP

KT-HT.2 - FIRE PRECAUTIONS (06/2009)

Unless otherwise agreed in writing between the Contractor and the Contracting Officer, the following are specific precautionary measures applicable during Contractor's Operations in Fire Precautionary Period as indicated in AT.9:

1. Contractor shall maintain Forest Service-approved spark arresting devices on any piece of equipment operated by an internal combustion motor. In addition, each piece of motorized equipment shall be equipped with a serviceable round-pointed shovel and an operational fire extinguisher of at least five-pound rating suitable for the equipment being used. All chainsaw operators will have a serviceable round-pointed shovel and one-pound multipurpose fire extinguisher readily available.
2. Contractor shall require that smoking and the building of lunch or warming fires by Contractor's employees, contractors, or subcontractors be confined to designated safe places where flammable debris has been cleared away and where, at the option of the Contractor, smoking or the building of lunch or warming fires may be permitted.
3. Adequate spark arresters shall be maintained on chimneys or stovepipes where wood or coal is being burned in an enclosed device.
4. Contractor shall furnish serviceable firefighting tools. Location, numbers, and types of tools shall be specified in the Fire Prevention and Control Plan in accordance with HT.1.

KT-IT.2.1.2 - 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 AT.17. Contractor 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 Contractor'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 Contractor'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 contract 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 Contractor'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.