

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>TIMBER SALE CONTRACT</b> (Applicable to Sales to be Measured before Felling)		Name of Purchaser	
National Forest Hiawatha	Ranger District Manistique	Region Eastern	Contract Number
Sale Name Four Deuces TPPS		Award Date	Termination Date 10/31/2019

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 Purchaser.

Forest Service having advertised a sale at which either (1) Purchaser, whose required bid deposit is now held by Forest Service as an initial deposit, was the successful bidder, or (2) no bids were received and Purchaser having subsequently offered at least the minimum advertised price and made an initial deposit in the same amount as the bid deposit specified in the sale advertisement; and the parties hereto desiring to record their agreement; now therefore,

Unless provided otherwise herein, Forest Service agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

This contract consists of three Divisions: AT - Specific Conditions, BT - Standard Provisions, and CT - Special Provisions, together with Sale Area Map, Plans and specifications for developments (if any), and such attachments as may be provided for in Division CT. Specific Conditions are numbered and apply to the Part, Section, Subsection, or Item of the Standard Provisions, as indicated hereunder. Other conditions of this contract are stated in Division CT - Special Provisions.

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

**UNITED STATES OF AMERICA**

Two Witnesses:<sup>1/</sup>

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_<sup>2/</sup>  
(Purchaser)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

I, <sup>3/</sup> \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Purchaser herein; that \_\_\_\_\_  
who signed this contract on behalf of Purchaser, 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** <sup>4/</sup>

**INSTRUCTIONS:**

- 1/ The signatures and addresses of two witnesses are required if Purchaser is other than a corporation.
- 2/ If Purchaser is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Purchaser 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.
- 3/ The certificate must be completed if Purchaser is a corporation.
- 4/ 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

Timber Sale 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 timber sale 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 the Purchaser'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.

The following conditions apply to the indicated portions of Division BT - Standard Provisions issued June 2006.

**AT1 - Location and Area**, applicable to BT1.1

This Sale Area of 2025 acres more or less is located in:

Township 41 North, Range 18 West, Sections 8, 9, 10, 11, 13, 14, 15, 16, 17 and 24

**AT2 - Volume Estimate and Utilization Standards**, applicable to BT2.1, BT2.2, BT2.4, and BT6.4

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
Red Pine - Other	Sawtimber	5,107.00	CCF	9.0	1	8	7.6	50
Aspen	Pulpwood	39.00	CCF	5.0	1	8	4.0	70
Mixed Conifer	Pulpwood	12.00	CCF	5.0	1	8	4.0	70
Mixed Hardwood	Pulpwood	16.00	CCF	5.0	1	8	4.0	70
Red Pine - Other	Pulpwood	3,035.00	CCF	5.0	1	8	4.0	70
<b>Total Quantity</b>		8,209.00	CCF					

\* Quantities not included here are described in BT2.4.

**AT3- Timber Designations**, applicable to BT2.3; acres are approximate:

	Number	Acres
Clearcutting Units (BT2.31)		
Specified Road Clearing (BT2.32)	1	2
Overstory Removal Units (BT2.33)		
Understory Removal Units (BT2.34)		
Individual Trees (BT2.35)		471.6
Incompletely Measured Payment Units (BT2.36)		

**AT4 - Timber Payment Rates**, applicable to BT3.1 and BT4.0

**AT4a** - For Species and Products to be Paid for at Rates Escalated under BT3.2

**Not Applicable**

**AT4b**- 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) \$	
Red Pine - Other	Sawtimber	CCF	3.00	44.24			.00
Aspen	Pulpwood	CCF	1.00	32.12			.00
Mixed Conifer	Pulpwood	CCF	2.82	40.57			.00
Mixed Hardwood	Pulpwood	CCF	1.00	44.24			.00
Red Pine - Other	Pulpwood	CCF	3.00	50.52			.00

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT4 include payment of deposits for sale area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

AT4c - Schedule of Payment Units

Payment Unit No.	Approx. Acres	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment \$	Quantity of Species and Products to be Paid for at Flat Rates under AT4b	Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
01	30.1			Red Pine - Other Sawtimber 107.00 CCF Aspen Pulpwood 3.00 CCF Mixed Conifer Pulpwood 4.00 CCF Mixed Hardwood Pulpwood 0.00 CCF Red Pine - Other Pulpwood 161.00 CCF		.00
				<b>Total PU Quantity And Value</b> 275.00 CCF		
02	52.1			Red Pine - Other Sawtimber 219.00 CCF Aspen Pulpwood 6.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 0.00 CCF Red Pine - Other Pulpwood 465.00 CCF		.00
				<b>Total PU Quantity And Value</b> 690.00 CCF		
03	50.9			Red Pine - Other Sawtimber 214.00 CCF Aspen Pulpwood 6.00 CCF Mixed Conifer Pulpwood 2.00 CCF Mixed Hardwood Pulpwood 0.00 CCF Red Pine - Other Pulpwood 612.00 CCF		.00
				<b>Total PU Quantity And Value</b> 834.00 CCF		
04	5.4			Red Pine - Other Sawtimber 16.00 CCF Aspen Pulpwood 1.00 CCF Mixed Conifer Pulpwood 1.00 CCF Mixed Hardwood Pulpwood 0.00 CCF Red Pine - Other Pulpwood 71.00 CCF		.00
				<b>Total PU Quantity And Value</b> 89.00 CCF		
05	73.8			Red Pine - Other Sawtimber 615.00 CCF Aspen Pulpwood 1.00 CCF Mixed Conifer Pulpwood 3.00 CCF Mixed Hardwood Pulpwood 1.00 CCF Red Pine - Other Pulpwood 447.00 CCF		.00
				<b>Total PU Quantity And Value</b> 1,067.00 CCF		
06	43.8			Red Pine - Other Sawtimber 520.00 CCF Aspen Pulpwood 3.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 0.00 CCF Red Pine - Other Pulpwood 235.00 CCF		.00
				<b>Total PU Quantity And Value</b> 758.00 CCF		
07	31.8			Red Pine - Other Sawtimber 604.00 CCF Aspen Pulpwood 1.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 0.00 CCF Red Pine - Other Pulpwood 180.00 CCF		.00
				<b>Total PU Quantity And Value</b> 785.00 CCF		
08	69.5			Red Pine - Other Sawtimber 1,321.00 CCF Aspen Pulpwood 0.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 0.00 CCF Red Pine - Other Pulpwood 359.00 CCF		.00
				<b>Total PU Quantity And Value</b> 1,680.00 CCF		

Payment Unit No.	App rox. Acres	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment \$	Quantity of Species and Products to be Paid for at Flat Rates under AT4b	Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
09	51.2			Red Pine - Other Sawtimber 741.00 CCF Aspen Pulpwood 0.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 0.00 CCF Red Pine - Other Pulpwood 212.00 CCF		.00
				<b>Total PU Quantity And Value</b> 953.00 CCF		
10	32.9			Red Pine - Other Sawtimber 352.00 CCF Aspen Pulpwood 8.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 3.00 CCF Red Pine - Other Pulpwood 190.00 CCF		.00
				<b>Total PU Quantity And Value</b> 553.00 CCF		
11	30.1			Red Pine - Other Sawtimber 378.00 CCF Aspen Pulpwood 3.00 CCF Mixed Conifer Pulpwood 1.00 CCF Mixed Hardwood Pulpwood 5.00 CCF Red Pine - Other Pulpwood 94.00 CCF		.00
				<b>Total PU Quantity And Value</b> 481.00 CCF		
ROW	2			Red Pine - Other Sawtimber 20.00 CCF Aspen Pulpwood 7.00 CCF Mixed Conifer Pulpwood 1.00 CCF Mixed Hardwood Pulpwood 7.00 CCF Red Pine - Other Pulpwood 9.00 CCF		.00
				<b>Total PU Quantity And Value</b> 44.00 CCF		

The following definitions are established for the terms used in AT4:

**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 BT3.31, BT3.32, or BT3.33.

**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 AT7, but are never less than Base Rates.

**Bid Premium Rates** are the amounts by which Purchaser's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in BT3.31, BT3.32, and BT3.33.

**Bid Rates** are the rates bid by Purchaser (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 AT4a is the Tentative Rate that is subject to quarterly adjustment under BT3.2; for species and products in AT4b, the Bid Rate is the Flat Rate.

**Required Deposits** are deposits that Purchaser 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 CT5.32#.

**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 BT3.2.

**AT5 - Indices Used in Quarterly Adjustment**, applicable to BT3.2

**Not Applicable**

**AT6 - High Stumps**, applicable to BT6.412

Species	Product	Maximum Stump Height (inches)
All	Sawtimber	12
All	Pulpwood	6

**AT7 - Specified Roads, applicable to BT5.2**

Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects(2003)-english

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
					Survey	Design	Construction Staking <sup>1/</sup>
Road No.	Name						
2222D	ADVENT SPUR D (R) (segment 0 to .25)	Single Lane - 10 mph	.25 / .4	HI-662 02/09/2016	FS	FS	FS BC
8150	APPLE TREE (R) (segment 0 to .39)	Single Lane - 10 mph	.39 / .63	HI-662 02/09/2016	FS	FS	FS BC
8111	CAT SPRUCE (R) (segment 0 to .58)	Single Lane - 10 mph	.58 / .93	HI-662 02/09/2016	FS	FS	FS BC
2673	FISHDAM POND (R) (segment 0 to .79)	Single Lane - 10 mph	.79 / 1.27	HI-662 02/09/2016	FS	FS	FS BC
2676	HASS (R) (segment 0 to .07)	Single Lane - 10 mph	.07 / .11	HI-662 02/09/2016	FS	FS	FS BC
2676BC	HASS SPUR BC (R) (segment 0 to .96)	Single Lane - 10 mph	.96 / 1.54	HI-662 02/09/2016	FS	FS	FS BC
8113	MYRTLE (R) (segment 0 to .56)	Single Lane - 10 mph	.56 / .9	HI-662 02/09/2016	FS	FS	FS BC
8105	NARROW (R) (segment 0 to .15)	Single Lane - 10 mph	.15 / .24	HI-662 02/09/2016	FS	FS	FS BC
8167	RUBICON ROAD (R) (segment 0 to .3)	Single Lane - 10 mph	.3 / .48	HI-662 02/09/2016	FS	FS	FS BC
2672	SPRING CREEK NORTH (R) (segment 0 to .42)	Single Lane - 10 mph	.42 / .68	HI-662 02/09/2016	FS	FS	FS BC
8102	SWINE PINE (R) (segment 0 to .65)	Single Lane - 10 mph	.65 / 1.05	HI-662 02/09/2016	FS	FS	FS BC

<sup>1/</sup> Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to BT5.212.

**AT8 - Forest Service Engineering Completion Schedule, applicable to BT5.21**

Road No.	Road Name	Type of Work	Completion Date
<b>NOT APPLICABLE</b>			

**AT9 - Fire Precautionary Period, applicable to BT7.2**

April 01 to December 01, inclusive

**AT10 - Purchaser Responsibility to Furnish Crews and Equipment for:**

**Initial Fire Suppression, applicable to BT7.3**

Within 5 road miles

**Fire Suppression Reinforcement, applicable to BT7.312 and BT7.313**

Within 10 road miles

**AT11 - Purchaser's Obligation per Operations Fire, applicable to BT7.41**

**Maximum Amount: \$ \$1,300**

**AT12 - Termination Date**, applicable to BT8.2

October 31, 2019

**AT13 - Normal Operating Season**, applicable to BT6.31, BT6.66, BT8.21 and BT9.3

**First Period:** September 01 to February 28 , inclusive

**Second Period:** \_\_\_\_\_ to \_\_\_\_\_ , inclusive

**AT14 - Performance Bond**, applicable to BT9.1

**Performance Bond Amount:** \_\_\_\_\_

**AT15 - Downpayment**, applicable to BT4.211

Downpayment Amount: \_\_\_\_\_

**AT16 - Periodic Payment Amount**, applicable to BT4.213

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

**AT17 - Market-Related Contract Term Addition Producer Price Index**, applicable to BT8.212

Index Name: Softwood Lumber Index Number: 0811

**AT18 - Inapplicable Standard Provisions**

The following listed Sections, Subsections, or Items of Division BT - Standard Provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

BT4.211	DOWNPAYMENT
BT4.4	PAYMENTS NOT RECEIVED
BT8.212	MARKET-RELATED CONTRACT TERM ADDITION

**AT19 - List of Special Provisions**

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

CT2.301#	PROTECTED AREAS (06/2009)
CT2.302#	BOUNDARY TREES (06/2009)
CT2.355#	INDIVIDUAL TREES, CUT TREE MARKING (06/2009)
CT4.211	DOWNPAYMENT (06/2007)
CT4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
CT4.4	PAYMENTS NOT RECEIVED (08/2012)
CT5.12#	USE OF ROADS BY PURCHASER (06/1999)
CT5.213#	DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (04/2004)
CT5.221#	MATERIAL SOURCES (04/2004)
CT5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
CT5.32#	ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)
CT5.33#	SNOW REMOVAL (06/2009)
CT6.2#	FACILITIES TO MANUFACTURE INCLUDED TIMBER (06/2009)
CT6.24#	SITE SPECIFIC SPECIAL PROTECTION MEASURES (04/2004)
CT6.314#	OPERATING REQUIREMENTS (06/2009)
CT6.412	STUMP MARKS (02/2009)
CT6.42#	SKIDDING AND YARDING REQUIREMENTS (06/2009)
CT6.63#	TEMPORARY ROAD CLOSURE (06/2009)
CT6.7#	SLASH DISPOSAL MEASURES (06/2009)
CT7.2	FIRE PRECAUTIONS (06/2009)
CT8.212	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

Sale Name: Four Deuces TPPS

CT2.301# - PROTECTED AREAS (06/2009)

Notwithstanding the designations for cutting under standard provisions BT2.31, BT2.33, BT2.34 and BT2.35, trees within the area to be protected in Payment Unit(s) near Payment Units 1, 4, 5, 6, and 11 shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by N/A, Protected Areas are outside the Payment Unit boundaries. BOUNDARY TREES ARE NOT TO BE CUT. Sale Area Map indicates, with symbol "PA," units within which Protected Areas are identified on the ground and are to be left uncut.

CT2.302# - BOUNDARY TREES (06/2009)

Boundary trees for all harvest units have been designated with orange paint marks above and below stump height. Boundary trees shall not be cut.

CT2.355# - INDIVIDUAL TREES, CUT TREE MARKING (06/2009)

Individual trees to be cut are Marked with indicated color above and below stump height in all or parts of the following Payment Unit(s). Areas of cut tree marking are shown on the Sale Area Map with the symbol "CTM."

PAYMENT UNIT(S)

PAINT COLOR

**Cut Tree Marking Table**  
**CT2.355# Individual Trees**

<b>Payment Unit</b>	<b>Paint Color</b>
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11	Blue
ROW	Green

Sale Name: Four Deuces TPPS

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: Four Deuces TPPS

CT5.12# - USE OF ROADS BY PURCHASER (06/1999)

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

**Restricted Road List  
CT5.12# - Use of Roads by Purchaser**

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
2222	Advent	Fishdam River	Fishdam River	R	Weight restrictions in place on Fishdam River bridge
2222	Advent	Fishdam River	A111A	R	Seasonal restriction, closed 3/1 to 8/31
2222D	Advent Spur D	MP 0.05	POE	R	Seasonal restriction, closed 3/1 to 8/31
2673	Fishdam Pond	PU 4 south boundary	2673B	P	Use prohibited past Payment Unit 4 to protect cultural resource.
2672	Spring Creek North	2222	2672D	R	Seasonal restriction, closed 3/1 to 8/31
8167	Rubicon Road	2672	POE	R	Seasonal restriction, closed 3/1 to 8/31
A113D	8167 Spur A113D	8167	POE	R	Seasonal restriction, closed 3/1 to 8/31
A113E	2672 Spur A113E	2672	POE	R	Seasonal restriction, closed 3/1 to 8/31
A113F	2672 Spur A113F	2672	POE	R	Seasonal restriction, closed 3/1 to 8/31
2222Z	Advent Spur Z	2222	POE	P	Use prohibited to protect cultural resource.
2407	Spring Creek	MP 0.3	MP 0.5	R	Seasonal restriction, closed 3/1 to 8/31
2407I	Spring Creek Spur I	2407	POE	R	Seasonal restriction, closed 3/1 to 8/31
A11C	2407 Spur A111C	2407	POE	R	Seasonal restriction, closed 3/1 to 8/31
2222N	Advent Spur N	2222	2677B	R	Seasonal restriction, closed 3/1 to 8/31
2222B	Advent Spur B	2222	POE	R	Seasonal restriction, closed 3/1 to 8/31
2677	Archambeau West	2222	MP 0.1	R	Seasonal restriction, closed 3/1 to 8/31
8102	Swine Pine	2222	MP 0.4	R	Seasonal restriction, closed 3/1 to 8/31
8102A	Swine Pine Spur A	8102	POE	R	Seasonal restriction, closed 3/1 to 8/31
8102B	Swine Pine Spur B	8102	POE	R	Seasonal restriction, closed 3/1 to 8/31
8110	Ogeeche Chum	8102A	Utility ROW	R	Seasonal restriction, closed 3/1 to 8/31
A111A	8102 Spur A111A	8102	2222	R	Seasonal restriction, closed 3/1 to 8/31
8111	Cat Spruce	MP 0.5	2676B	R	Seasonal restriction, closed 3/1 to 8/31
2676	Hass	MP 0.8	MP1.7	R	Seasonal restriction, closed 3/1 to 8/31
2676B	Hass Spur B	2676	2676BB	R	Seasonal restriction, closed 3/1 to 8/31
2676BA	Hass Spur BA	2676B	MP 0.25	R	Seasonal restriction, closed 3/1 to 8/31
A110H	2676 Spur A110H	2676B	POE	R	Seasonal restriction, closed 3/1 to 8/31
2676BC	Hass Spur BC	2676B	8111	R	Seasonal restriction, closed 3/1 to 8/31
A110G	2676BC Spur A110G	2676BC	POE	R	Seasonal restriction, closed 3/1 to 8/31
2676D	Hass Spur D	2676BC	POE	R	Seasonal restriction, closed 3/1 to 8/31
2676C	Hass Spur C	2676	POE	R	Seasonal restriction, closed 3/1 to 8/31

Sale Name: Four Deuces TPPS

CT5.213# - DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (04/2004)

Purchaser shall make a cash deposit for engineering services (preconstruction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Purchaser's use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Purchaser for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is \$4,525.00. Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to BT4.4.

The amount of the required deposit will be shown as an associated charge on Purchaser's Timber Sale Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

The deposit for reconstruction related engineering services shall be commensurate with project need and Purchaser's road use. Forest Service shall complete reconstruction related engineering services on the following schedule unless a different completion schedule is agreed in writing:

Road or Facility No.	Termini		Engineering Services Completion Date
	From	To	
Road-2222D	0	.25	11/14/2016
Road-2672	0	.42	11/14/2016
Road-2673	0	.79	11/14/2016
Road-2676	0	.07	11/14/2016
Road-2676BC	0	.96	11/14/2016
Road-8102	0	.65	11/14/2016
Road-8105	0	.15	11/14/2016
Road-8111	0	.58	11/14/2016
Road-8113	0	.56	11/14/2016
Road-8150	0	.39	11/14/2016
Road-8167	0	.3	11/14/2016

Reconstruction related engineering services may consist of some or all of the engineering work and expense of: preparing, setting out, controlling, inspecting, and measuring the reconstruction of a National Forest system road.

Sale Name: Four Deuces TPPS

CT5.221# - MATERIAL SOURCES (04/2004)

Sources of local materials are designated on Plans and Sale Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Purchaser shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Purchaser to use certain area(s) for plant site, stockpiles, and haul roads.

Should the designated source, due to causes beyond the control of Purchaser, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with BT5.253.

When Purchaser elects not to use designated sources, Purchaser shall furnish the specified product with no adjustment in unit rates. Quality testing shall be the responsibility of Purchaser. Test results shall be furnished to Forest Service.

When Purchaser elects not to use designated sources and the Schedule of Items lists pit development separately, cost allowance will be reduced under BT5.253 when Forest Service determines the work will not be required.

When materials are subject to a weight measurement, the specific gravity or weight/volume relationship used as a basis for determination of estimated quantities shall be:

Source I N/A , Source II N/A , and Source III N/A .

Purchaser may, when agreed in writing, use on the project such suitable stone, gravel, and sand, or other material found in the excavation, and will earn a cost allowance for the excavation of such materials at the corresponding contract unit price and for the pay items for which the excavated material is used. Purchaser shall replace, without additional cost allowance, sufficient suitable materials to complete the portion of the work, which was originally contemplated to be constructed with such material. Purchaser shall not excavate or remove any material, except that which is within the excavation limits, without written authorization from Forest Service.

When material is appraised from non-National Forest designated sources, owner charges for the material in terms of unit cost for royalties, purchase of raw materials, or finished products shall be as follows until N/A :

See Material Source Table.

Should quantity vary from that estimated, payment to owners shall be for units actually obtained. Purchaser shall make arrangements with owner(s) for measurement and payment for royalties, purchase of raw materials, or finished products, as shown above.

Materials produced or processed from National Forest lands in excess of the quantities required for performance of this contract are the property of Forest Service, unless prior written agreement has been obtained to use excess material on other National Forest sales. Forest Service is not obligated to reimburse Purchaser for the cost of their production.

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, approved by Forest Service, may be used for storage purposes and for the placing of Purchaser's plant equipment. All storage sites provided by Forest Service shall be restored at Purchaser's expense. Purchaser shall be responsible for making arrangements for storage on other than Forest Service adminis-

Sale Name: Four Deuces TPPS

tered lands.

When the construction of the portion of the project for which Temporary Roads used for hauling materials is completed, all such Temporary Roads shall be restored as nearly as practicable to their original ground profile, unless otherwise agreed in writing.

**Material Source Table, CT5.221#**

3" Breaker Run	A-Frame Pit, T42N R17W, NW1/4 of the NW1/4, Sec. 28
MDOT 23A	A-Frame Pit, T42N R17W, NW1/4 of the NW1/4, Sec. 28

Sale Name: Four Deuces TPPS

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.

**CT5.31# Road maintenance Requirements**

Sections 1, 2, and 4, of the Road Maintenance Requirements are attached at the end of this provision.

**SECTION 3. ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE**

Contract Road Maintenance Requirements Summary Table

Road Number	Termini		Miles	Applicable Pre-Haul Road Maintenance Specifications
	From	To		T-8110
2222	2226	Schoolcraft Co Rd 442	4.2	D
2226	2222	Delta Co Rd 442	3.5	D
2222B	2222	POE	.2	P
2222C	2222	POE	.3	P
2222D	2222	POE	.2	P
2222E	2222	POE	.1	P
8105	2222	POE	.3	P
2408	2222	2411	.2	P
2673	2222	MP .8	.8	P
A111A	2222	8102	.2	P
8102	2222	8110	.7	P
8102A	8102	POE	.4	P
8102B	8102	POE	.2	P
2407	2222	2884	.9	P
2407I	2407	POE	.2	P
A111C	2407	POE	.1	P
2676	2222	Co Rd 437	2.0	P
2676C	2676	POE	.3	P
2676B	2676	MP .7	.7	P
A110H	2676B	MP .1	.1	P
2676BC	2676B	8111	.7	P
2676D	2676BC	POE	.3	P
A110G	2676BC	POE	.1	P
8150	2676	2676	.4	P
8111	8150	2676B	1.0	P
A110B	8150	POE	.1	P
A110D	8150	MP 0.2	.2	P
A110E	A110D	POE	.2	P
A110C	2676	POE	.2	P
A111B	2676	8102	.1	P
8110	2676	8102A	1.1	P
8113	8110	8111	.6	P
8113A	8113	MP .6	.6	P
2672	2222	2672D	.9	P
2672C	2672	POE	.5	P
2672D	2672	POE	.1	P
8167	2672	MP .6	.6	P
A113D	8167	A113D	.5	P
A113E	2672	A113E	.8	P
A113F	2672	POE	.4	P

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

**SECTION 3. ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE**

Contract Road Maintenance Requirements Summary Table

Road Number	Termini		Miles	Applicable During-Haul Road Maintenance Specifications
	From	To		T-8110
2222	2226	Schoolcraft Co Rd 442	4.2	D
2226	2222	Delta Co Rd 442	3.7	D
2222B	2222	POE	.2	P
2222C	2222	POE	.3	P
2222D	2222	POE	.2	P
2222E	2222	POE	.1	P
8105	2222	POE	.3	P
2408	2222	2411	.2	P
2673	2222	MP .8	.8	P
A111A	2222	8102	.2	P
8102	2222	8110	.7	P
8102A	8102	POE	.4	P
8102B	8102	POE	.2	P
2407	2222	2884	.9	P
2407I	2407	POE	.2	P
A111C	2407	POE	.1	P
2676	2222	Co Rd 437	2.0	P
2676C	2676	POE	.3	P
2676B	2676	MP .7	.7	P
A110H	2676B	MP .1	.1	P
2676BC	2676B	8111	.7	P
2676D	2676BC	POE	.3	P
A110G	2676BC	POE	.1	P
8150	2676	2676	.4	P
8111	8150	2676B	1.0	P
A110B	8150	POE	.1	P
A110D	8150	MP 0.2	.2	P
A110E	A110D	POE	.2	P
A110C	2676	POE	.2	P
A111B	2676	8102	.1	P
8110	2676	8102A	1.1	P
8113	8110	8111	.6	P
8113A	8113	MP .6	.6	P
2672	2222	2672D	.9	P
2672C	2672	POE	.5	P
2672D	2672	POE	.1	P
8167	2672	MP .6	.6	P
A113D	8167	A113D	.5	P
A113E	2672	A113E	.8	P
A113F	2672	POE	.4	P

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

**SECTION 3. ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE**

Contract Road Maintenance Requirements Summary Table

Road Number	Termini		Miles	Applicable Post-Haul Road Maintenance Specifications
	From	To		T-8110
2222	2226	Schoolcraft Co Rd 442	4.2	D
2226	2222	Delta Co Rd 442	3.7	D
2222B	2222	POE	.2	P
2222C	2222	POE	.3	P
2222D	2222	POE	.2	P
2222E	2222	POE	.1	P
8105	2222	POE	.3	P
2408	2222	2411	.2	P
2673	2222	MP .8	.8	P
A111A	2222	8102	.2	P
8102	2222	8110	.7	P
8102A	8102	POE	.4	P
8102B	8102	POE	.2	P
2407	2222	2884	.9	P
2407I	2407	POE	.2	P
A111C	2407	POE	.1	P
2676	2222	Co Rd 437	2.0	P
2676C	2676	POE	.3	P
2676B	2676	MP .7	.7	P
A110H	2676B	MP .1	.1	P
2676BC	2676B	8111	.7	P
2676D	2676BC	POE	.3	P
A110G	2676BC	POE	.1	P
8150	2676	2676	.4	P
8111	8150	2676B	1.0	P
A110B	8150	POE	.1	P
A110D	8150	MP 0.2	.2	P
A110E	A110D	POE	.2	P
A110C	2676	POE	.2	P
A111B	2676	8102	.1	P
8110	2676	8102A	1.1	P
8113	8110	8111	.6	P
8113A	8113	MP .6	.6	P
2672	2222	2672D	.9	P
2672C	2672	POE	.5	P
2672D	2672	POE	.1	P
8167	2672	MP .6	.6	P
A113D	8167	A113D	.5	P
A113E	2672	A113E	.8	P
A113F	2672	POE	.4	P

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

**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.

## **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.

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.

**SECTION 4. ROAD MAINTENANCE SPECIFICATIONS**

**INCLUDED SPECIFICATIONS**

<u>Specification No.</u>	<u>Specification Title</u>
T-8110	Maintenance Blading/Grading

**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.

<b>Road Number</b>	<b>Road Termini - From</b>	<b>Road Termini - To</b>	<b>Equipment Description</b>
All Roads Listed in Section 3			As agreed to with FSR

**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.
- 3.6 Intersecting roads shall be bladed for a distance of 50 feet to assure blending of the surfaces.
- 3.7 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.
- 3.8 Material resulting from this activity shall not remain on or in structures, such as Culverts, cattle guards, ditches, bridges, and Drainage Dips.
- 3.9 Material resulting from this activity, plus any accumulated debris, shall be removed from roadway structures, such as concrete low-water crossings or fords.

Sale Name: Four Deuces TPPS

CT5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser 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 Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

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

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: \$2.67 per CCF.

The following table lists who Purchaser 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		

CT5.33# - SNOW REMOVAL (06/2009)

Snow removal shall be done in a manner that will preserve and protect roads, provide for safe and efficient transport of timber, and prevent erosion damage to streams and adjacent lands. In performing snow removal, Purchaser shall adhere to the following performance standards, unless otherwise agreed:

1. 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 1-inch depth compacted snow mat will be maintained on the roadbed during blading.
2. Snow shall be removed from the entire road width, including turnouts.
3. 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.
4. Openings will be created in snow berms as needed for proper drainage. Remove snow, ice, and debris from culverts and other drainage structures as needed to ensure efficient flow of water.
5. Tracked or cleated vehicles will not be used for snow removal without prior written approval of Forest Service Representative.

Sale Name: Four Deuces TPPS

CT6.2# - FACILITIES TO MANUFACTURE INCLUDED TIMBER (06/2009)

Purchaser may construct or operate facilities, including portable chippers, to manufacture or process Included Timber when approved in writing by Forest Service and when facilities are constructed and used in a manner which will protect National Forest values. Written approval shall specify suitable locations and specify standards of design, construction, use, maintenance of the facilities, and proper disposal of waste and debris.

CT6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (04/2004)

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

Cultural Resource Protection Measures: N/A

Wildlife and Botanical Protection Measures: No operations within the Special Management Areas (SMA) will be allowed without written authorization from the Forest Service.

Cave Resource Protection Measures: N/A

CT6.314# - OPERATING REQUIREMENTS (06/2009)

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

Restricted operations/activities:

Within all Payment Units, all roads, skid trails, parking, decking and landings must be located at least 100-feet from all waterbodies and wetlands, unless otherwise agreed to in writing.

Within Payment Units 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, and ROW, all sale activity is prohibited from March 1 through August 31, unless otherwise agreed to in writing.

Within Payment Units 1, 2, 4, and 6, equipment operations must stay inside the stand and "on the level" near the wetlands.

Prohibited operations/activities:

N/A

CT6.412 - STUMP MARKS (02/2009)

Trees designated for cutting under BT2.35 have been marked with paint at breast height and below stump height. Trees shall be felled so as to leave paint on stump. When necessary to leave paint on stump, stumps of individually Marked trees may exceed maximum heights set forth in AT6.

Sale Name: Four Deuces TPPS

CT6.42# - SKIDDING AND YARDING REQUIREMENTS (06/2009)

As used in this provision, skidding equipment includes rubber-tire and track-mounted skidders, forwarders, fell bunchers, processors and any other mechanized equipment that is used off of landings and roads.

Within Payment Unit(s)

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, as shown on the Sale Area Map with the symbol "SYR" , where trees are skidded whole length to a landing and then processed, tops must be scattered back into the stand to maintain site soil productivity .

Within portions of Payment Unit(s)

10 and 11, as shown on Sale Area Map with symbol "SYR," purchaser is required to coordinate with the utility companies to identify crossing locations before skidding across the utility right-of-way; rubber mats will be needed to cross the pipeline right-of-way .

CT6.63# - TEMPORARY ROAD CLOSURE (06/2009)

Notwithstanding Standard Provision BT6.63, measures to effectively block temporary roads to normal vehicular traffic shall consist of the following:

At locations designated by the Forest Service, the Purchaser shall effectively block the temporary road in a manner agreed to in writing, at the time of approval.

CT6.7# - SLASH DISPOSAL MEASURES (06/2009)

Slash resulting from Purchaser'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 Special Provision CT6.6#.

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

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

Other specific slash disposal requirements are as follows:

Windrowing of slash is to be avoided.

Sale Name: Four Deuces TPPS

CT7.2 - FIRE PRECAUTIONS (06/2009)

Unless other methods are agreed to in writing between the Purchaser and the Contracting Officer, the following specific precautionary measures are applicable during Purchaser's Operations in Fire Precautionary Period indicated in AT9.

1. Purchaser shall maintain Forest Service-approved spark arresting device 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 a one-pound multipurpose fire extinguisher readily available.
2. Purchaser shall require that smoking and the building of lunch or warming fires by Purchaser's employees, contractors, or employees of contractors be confined to designated safe places where flammable debris has been cleared away and where, at the option of the Purchaser, 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. Purchaser shall furnish serviceable firefighting tools. Location, numbers, and types of tools shall be specified in the Fire Prevention and Control Plan in accordance with BT7.1.

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.

**U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE - REGION 9  
 HIAWATHA NATIONAL FOREST  
 DELTA COUNTY, MICHIGAN  
 FOUR DEUCES PINE TIMBER SALE  
 HI-662  
 PROJECT AREA ROADS**

**THE INTENT OF CONTRACT:** The intent of the contract is to provide for the complete construction/reconstruction of the project described in the contract. Unless otherwise provided for, the contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies, and shall perform all work required to complete construction/reconstruction, to conform with the drawings and specifications, and in accordance with the provisions of the contract.

<u>ROAD NAME</u>	<u>ROAD NUMBER</u>	<u>LENGTH</u>		<u>INDEX OF SHEETS</u>
Advent Spur D	2222D	0.25	R	1 ..... Title
Spring Creek North	2672	0.42	R	2 ..... Location Map
Fishdam Pond	2673	0.79	R	3 ..... Construction Notes
Hass	2676	0.07	R	4-7 ..... Details and Typical
Hass Spur BC	2676BC	0.96	R	..... <u>Tabulation of Quantities</u>
Swine Pine	8102	0.65	R	8 ..... 2222D
Narrow	8105	0.15	R	9 ..... 2672
Cat Spruce	8111	0.58	R	10 ..... 2673
Myrtle	8113	0.56	R	11 ..... 2676
Apple Tree	8150	0.39	R	12 ..... 2676BC
Rubicon Road	8167	0.30	R	13 ..... 8102
				14 ..... 8105
				15 ..... 8111
Reconstruction = R	Total	5.12	Miles R	16 ..... 8113
Construction=C		0.00	Miles C	17 ..... 8150
				18 ..... 8167
				19 ..... Schedule of Items
				20 ..... Engineers Estimate
				A1-A6 ..... Specifications

Aggregate Source  
**A-Frame**  
 T42N R17W  
 NW1/4 of the NW1/4  
 Section 28

Road Pkg. Designed by: W. Dutter

Date: January 2016

Plans, Specifications, and Estimates have been reviewed.

Forest Engineer

*Greg Gardner*

Date: 2/9/16

District Ranger

*Jeanne M. Sanfilippo*

Date: 2/9/16



## CONSTRUCTION NOTES

### LV203 – EXCAVATION

#### Construction Tolerances:

Roadbed width +1.0'  
Alignment 2.0'  
Slopes +/- 1/2:1

LV 203.02 – Rocks in the roadbed that protrude less than 2” above the finished road surface will be allowed to remain in place.

LV203.02a-Excavation, 1'-2' cut, is required to flatten road closure berms.

### LV 304 – AGGREGATE SURFACE COURSE

LV 304.02 Breaker Run and 23A aggregate will be from the A-Frame Pit, T42N R17W, NW1/4 of the NW1/4, Sec. 28.

Specified gradation of aggregate shall comply with the following:

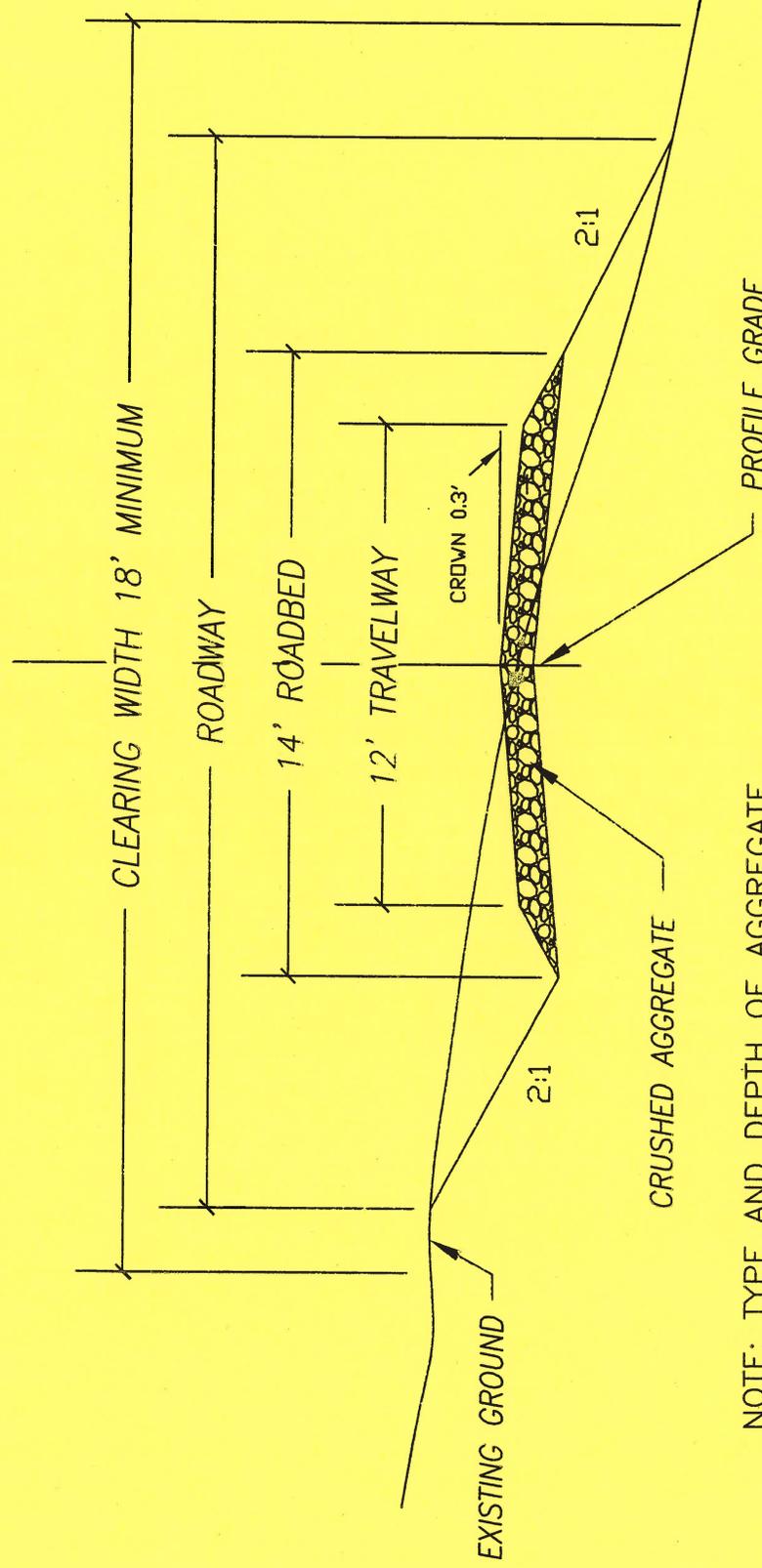
Gradation A: MDOT 23A

Gradation B: 3” Breaker Run

LV 304.03 – Thickness The compacted thickness of the aggregate shall not vary more than +/- 1” from the specified thickness.

CONSTRUCTION STAKING – Construction stakes and clearing limit flagging will be set by the Forest Service. **Construction stakes shall be maintained by the contractor throughout the life of the project.** After final inspection the Contractor will be responsible for removing all flagging from the site and disposing of properly. Payment for flagging removal is included under Item LV 201(02).

CLEARING HEIGHT 14' MINIMUM

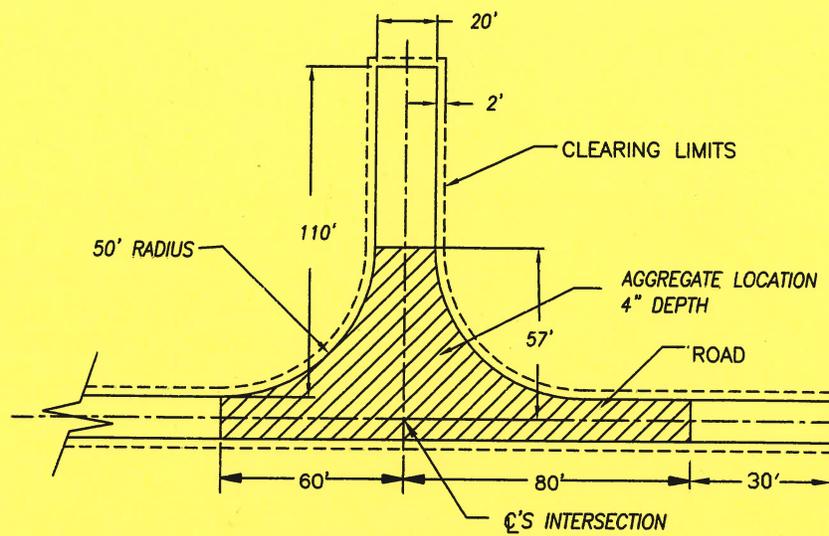


NOTE: TYPE AND DEPTH OF AGGREGATE  
MAY DIFFER, SEE TABULATION  
OF QUANTITIES.

# TYPICAL SECTION A

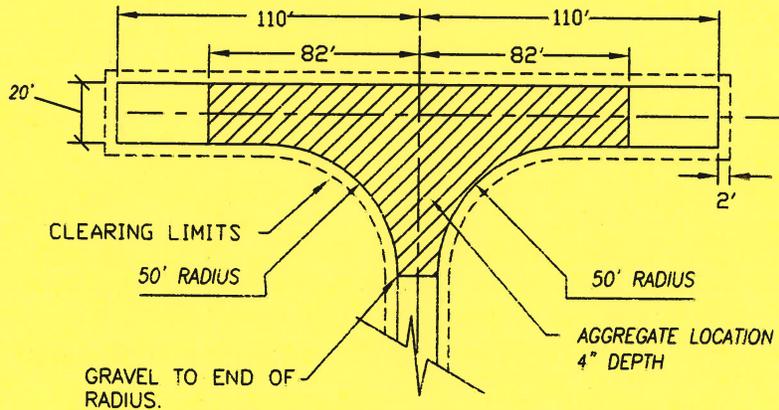
NO SCALE

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE R-9 EASTERN REGION	Forest: HIAWATHA NATIONAL FOREST MANISTIQUE RANGER DISTRICT	Design: _____ Date: _____	Sheet Title: Typical Section A	Project No: HI-662
			Sub Sheet: _____	Sheet 4 of 20



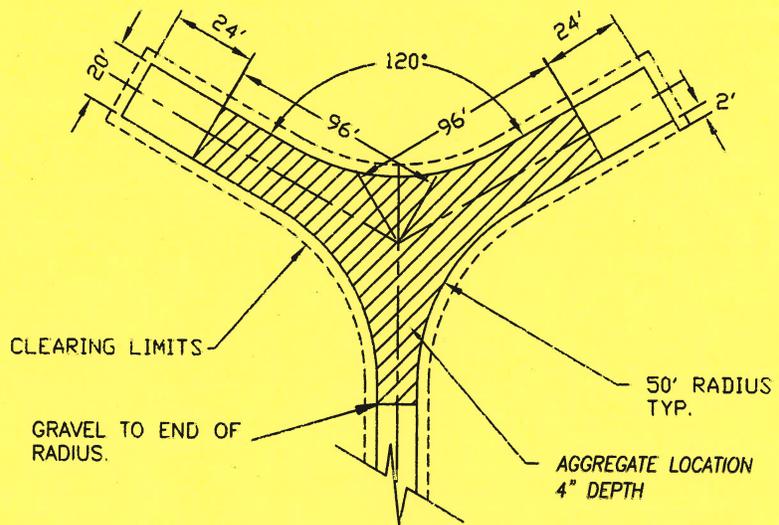
L-TURNAROUND DETAIL

NO SCALE



T-TURNAROUND DETAIL

NO SCALE

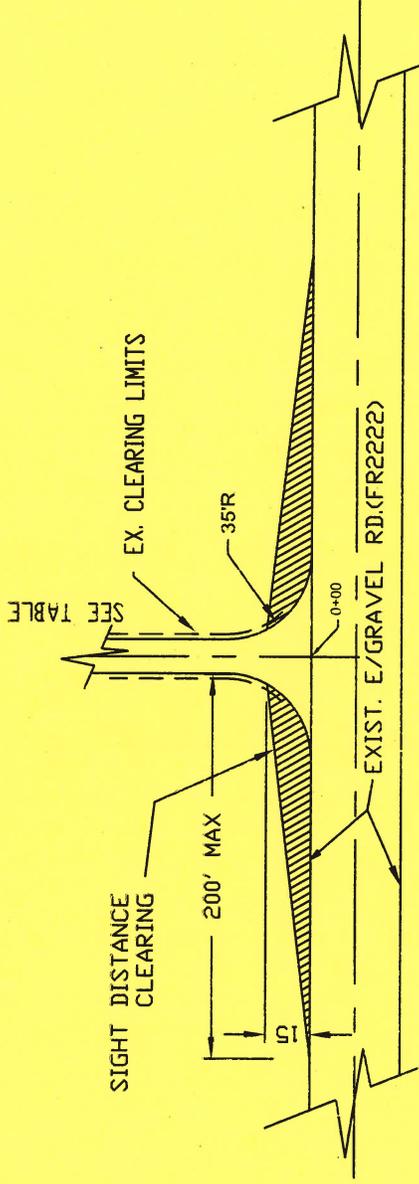


WYE-TURNAROUND DETAIL

NO SCALE

**SIGHT DIST. CLEARING TABLE**  
 All Roads listed below shall have  
 sight distance clearing where they  
 intersect FR2222.

FR2222D FR2676 FR8102 FR8105



**TYPICAL INTERSECTION**

NO SCALE

U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
 R-9  
 EASTERN REGION



Forwell: HIAWATHA  
 NATIONAL FOREST  
 MANISTIQUE RANGER DISTRICT

Design: \_\_\_\_\_

Date: \_\_\_\_\_

Sheet Title:

Sight Distance Clearing Detail

Four Deuces Timber Sale

Sub Sheet:

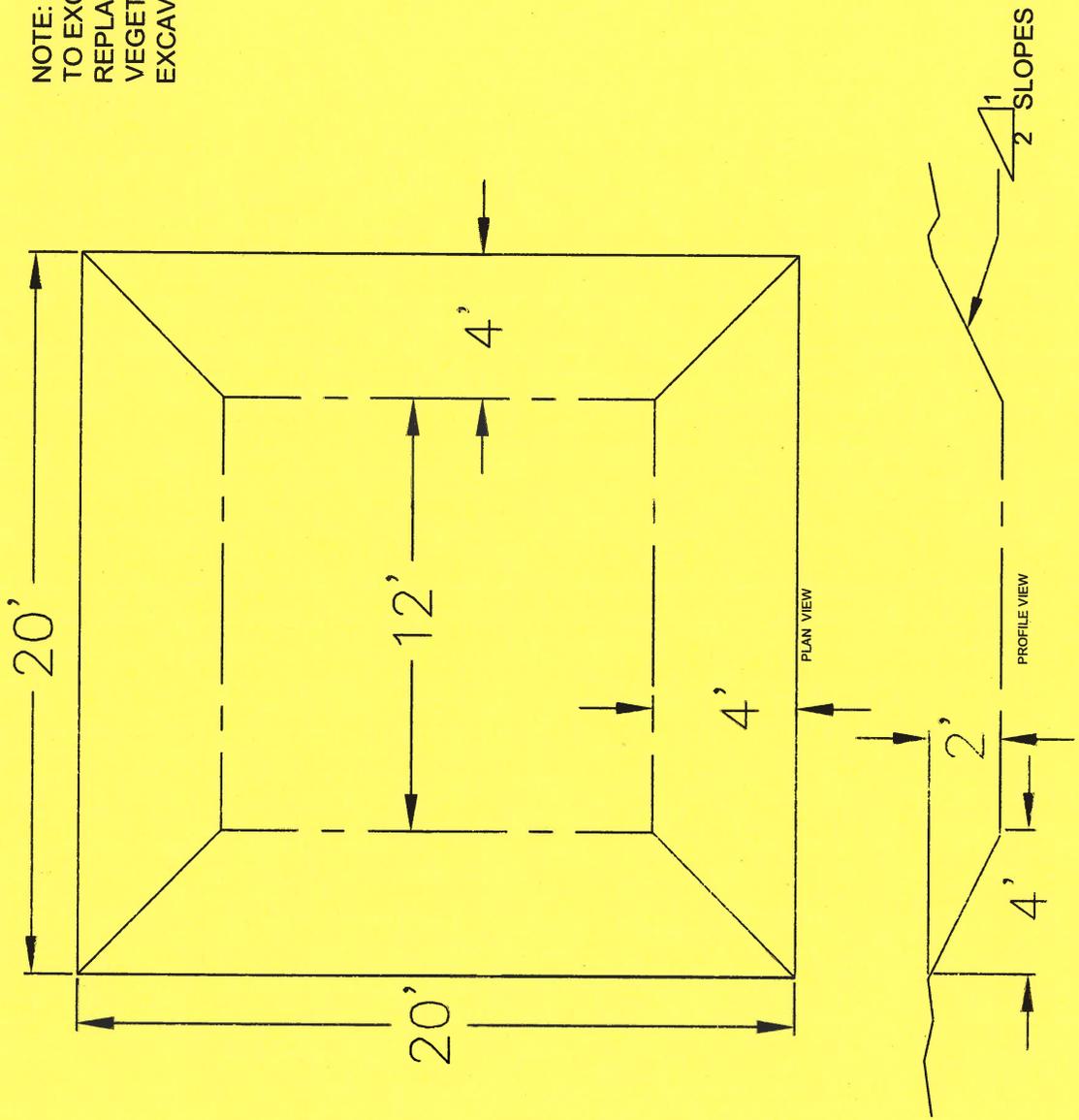
Project No:

HI-662

Sheet

6 of 20

NOTE: REMOVE TOPSOIL PRIOR TO EXCAVATING BORROW. REPLACE TOPSOIL, STUMPS AND VEGETATION AFTER EXCAVATION IS FINISHED.



Project No: HI-662  
Sheet 7 of 20

Sub Sheet:

Sheet Title: 20CY BORROW DETAIL  
Four Deuces Timber Sale

Design: \_\_\_\_\_  
Date: \_\_\_\_\_

Forest: HIAWATHA NATIONAL FOREST  
MANISTIQUE RANGER DISTRICT

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
R-9  
EASTERN REGION



Hiawatha National Forest  
 Four Deuces Pine HI-662  
 Tabulation of Quantities

FDR 2222D

BEGIN STATION	END STATION	Description of Work	15101		20102A	20102B	20302A	30402B	COMMENTS
			Mobilization (LS)	C&G (LSUM)	Clearing (LSUM)	Roadway excavation, (STA)	Aggregate, Brkr. Run (CYD)		
0+00		POB- South Edge of FR 2222, Sight Distance Clearing	0.0909			0.5			
POB	POE	Brushing and Limbing				0.5			Sight Distace Clearing Included in Clearing Quantity
	13+20	POE-Exist. "T"-turnaround, C&G both 50' Radlii for turnaround, 72 CY Breaker Run		1			1.0	72	
		ROADWAY TOTALS	0.0909	1	1	1	1.0	72	

Hiawatha National Forest  
 Four Deuces Pine HI-662  
 Tabulation of Quantities

FDR 2672

BEGIN STATION	END STATION	Description of Work	20102B		COMMENTS
			15101 Mobilization (LS)	Clearing (LSUM)	
0+00		POB - South edge of FR 2222.	0.0909		
POB	POE	Brushing and Limbing		1	
	22+30	POE			Intersection with FR 8167 going Left
ROADWAY TOTALS			0.0909	1	

Hiawatha National Forest  
 Four Deuces Pine HI-662  
 Tabulation of Quantities

FDR 2673

BEGIN STATION	END STATION	Description of Work	15101 Mobilization (LS)	20102B Clearing (LSUM)	20102A Clear and Grub	20302A Roadway excavation, (STA)	30402B Aggregate, Brkr. Run (CYD)	COMMENTS
POB	POE	Brush and Limb		1				
13+25		Construct L-Turnaround Right, C&G, Excavation and 3" Breaker Run			0.5	1.1	60	
38+55	39+15	12 CY Breaker Run Over Pipeline					12	No Work off of Roadway! No Dozer Work! Set chains on truck and spread uniformly over pipeline.
40+65		Construct L-Turnaround Left, C&G, Excavation and 3" Breaker Run			0.5	2.2	60	
	41+75	POE						
ROADWAY TOTALS			0.0909	1	1	3.3	132	

Hiawatha National Forest  
 Four Deuces Pine HI-662  
**Tabulation of Quantities**

FDR 2676

BEGIN STATION	END STATION	Description of Work	20102B		COMMENTS
			15101 Mobilization (LS)	Clearing (LSUM)	
0+00		POB- South edge of 2222. Sight Distance Clearing West and East	0.0909		
POB	POE	Brushing and Limbing		1	Include Sight Distance Clearing
	3+45	POE - FR 2676 veers right. POB for FR 8150			
ROADWAY TOTALS			0.0909	1	

Hiawatha National Forest  
 Four Deuces Pine HI-662  
 Tabulation of Quantities

FDR 2676BC

BEGIN STATION	END STATION	Description of Work	15101 Mobilization (LS)	201028 Clearing (LSUM)	20102A Clear and Grub (LSUM)	20302A Roadway excavation, Compaction Method A (STA)	20302C Drainage Excavation, Lead Off Ditch(LSUM)	20302E Road reconstruction, Roadbed (STA)	30402B Aggregate, Brkr. Run (CYD)	COMMENTS
POB	POE	Brushing, and Clear and Grub per Typical Section and flagged clearing limits.		1	1					
0+00	11+20	Recondition						11.2		
4+50	9+30	Breaker Run Aggregate							96	
11+20	12+40	Excavation, Widen Curve Left side				1.2				
12+40	14+10	Recondition						1.7		
14+10	14+60	Excavation, Shift centerline right 4', Curve Widening				0.5				
20+50	21+80	Excavation, Shift centerline Left 4', Curve Widening				1.3				
21+80	23+50	Recondition						1.7		
23+50	24+50	Excavation, Widen Curve Right side				1.0				
26+20		Lead Off Ditch Right and 12CY Spot Aggregate					1		12	
49+40		Intersection with FR 2676C, Use as "WYE" Turnaround								
	50+50	POE								
ROADWAY TOTALS			0.0909	1	1	4.0	1	14.6	108	

Hiawatha National Forest  
 Four Deuces Pine HI-662  
 Tabulation of Quantities

FDR 8102

BEGIN STATION	END STATION	Description of Work	15101		20102B		COMMENTS
			Mobilization (LS)	Clearing (LSUM)	Aggregate, Brkr. Run (CYD)		
0+00		POB- South edge of FR 2222. Needs Sight Distance Clearing	0.0909				
POB	POE	Brushing and Limbing		1			
2+70	3+90	3" Breaker Run			24		
5+20	5+90	3" Breaker Run			12		
	34+50	POE- Intersection with FR 8110 and FR 8113					POE is over pipeline. No Work! Stay On Road!
ROADWAY TOTALS			0.0909	1	36		

Hiawatha National Forest  
 Four Deuces Pine HI-662  
 Tabulation of Quantities

FDR 8105

BEGIN STATION	END STATION	Description of Work	15101		20102A	20102B	20302A	30402B	COMMENTS
			Mobilization (LS)	C&G (LSUM)					
0+00		POB- North edge 2222, Sight Distance Clearing East	0.0909						
POB	POE	Brushing and Limbing				1			
	8+00	POE - Construct "T" turnaround.		1			2.7	72	
		ROADWAY TOTALS	0.0909	1		1	2.7	72	Clearing qty. included in POB to POE qty. No grubbing necessary.

Hiawatha National Forest  
 Four Deuces Pine HI-662  
**Tabulation of Quantities**

FDR 8111

BEGIN STATION	END STATION	Description of Work	15101		20102B	20302E	30402B	COMMENTS
			Mobilization (LS)	Clearing (LSUM)	Road recondition, Roadbed (STA)	Aggregate, Brkr. Run (CYD)		
0+00		POB is at Station 20+70 of FR 8150	0.0909					
POB	POE	Brushing and Limbing		1				
24+70	POE	Recondition				6.0		Blade & re-shape existing mat'l to Typ. Section "A" profile.
25+00	26+20	Breaker Run 4" Thick					24	
	30+70	POE, POB for FR 2676BC						
ROADWAY TOTALS			0.0909	1	6.0		24	



Hiawatha National Forest  
 Four Deuces Pine HI-662  
 Tabulation of Quantities

FDR 8150

BEGIN STATION	END STATION	Description of Work	20102B		COMMENTS
			15101 Mobilization (LS)	Clearing (LSUM)	
0+00		POB is at Station 3+45 of FR 2676	0.0909		
POB	POE	Limbing and Brushing		1	
	20+70	POE of FR 8150 and POB of FR 8111			POE is at Powerline/Pipeline corridor.
ROADWAY TOTALS			0.0909	1	

Hiawatha National Forest  
 Four Deuces Pine HI-662  
**Tabulation of Quantities**

FDR 8167

BEGIN STATION	END STATION	Description of Work	20102B		COMMENTS
			15101 Mobilization (LS)	Clearing (LSUM)	
0+00		POB- East edge of FR 2672 at Station 22+30 of FR 2672	0.0909		
POB	POE	Brushing and Limbing		1	
14+60		Use Existing "L"-Turnaround Right			
	15+70	POE			
ROADWAY TOTALS			0.0909	1	

Hiawatha National Forest  
 Four Deuces Pine HI-662  
**Schedule of Items**

Item No.	Description	Unit	Quantities by Road													Total Est. Quantity	
			2222D	2672	2673	2676	2676BC	8102	8105	8111	8113	8150	8167				
15101	Mobilization	Lump Sum	0.0909000	0.0909000	0.0909000	0.0909000	0.0909000	0.0909000	0.0909000	0.0909000	0.0909000	0.0909000	0.0909000	0.0909000	0.0909000	0.0909000	1.00
20102A	Clearing and grubbing	Lump Sum	1	1	1	0	1	0	1	0	1	0	0	0	0	0	5
20102B	Clearing	Lump Sum	1	0	1	1	1	1	1	1	1	1	1	1	1	1	10
20302A	Roadway excavation, compaction method A	Station	1.0	0.0	3.3	0.0	4.0	0.0	2.7	0.0	0.7	0.0	0.0	0.0	0.0	0.0	11.7
20302B	Excavation, Select Borrow	Cubic Yard	0	0	0	0	0	0	0	0	20	0	0	0	0	0	20
20302D	Lead-Off Ditch	Each	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
20302E	Roadway Reconditioning	Station	0	0	0	0	14.6	0	0	6	0	0	0	0	0	0	20.6
30402B	Aggregate base (Haul & Place), Breaker Run, compaction method A	Cubic Yard *	72	0	132	0	108	36	72	24	120	0	0	0	0	0	564
30402B	Aggregate base (Processing), Breaker Run	Cubic Yard*	72	0	132	0	108	36	72	24	120	0	0	0	0	0	564

All items are paid at contract quantities. (CO)

Hiawatha National Forest  
 Four Deuces Pine HI-662  
 Engineers Estimate

Item No.	Description	Unit Price	2222D	2672	2673	2676	2676BC	8102	8105	8111	8113	8150	8167	TOTAL COST
15101	Mobilization (LSUM)	\$759.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$759.00
20102A	Clearing and grubbing (LSUM)	LSUM	\$94.80	\$0.00	\$379.20	\$0.00	\$158.00	\$0.00	\$284.40	\$0.00	\$0.00	\$0.00	\$0.00	\$916.40
20102B	Clearing(LSUM)	LSUM	\$123.50	\$95.00	\$237.50	\$104.50	\$465.00	\$180.50	\$114.00	\$313.50	\$275.50	\$275.50	\$133.00	\$2,317.50
20302A	Roadway excavation, compaction method A(STA)	\$64.75	\$64.75	\$0.00	\$213.68	\$0.00	\$259.00	\$0.00	\$174.83	\$0.00	\$45.33	\$0.00	\$0.00	\$757.59
20302B	Excavation, Select Borrow (CYD)	\$5.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103.00	\$0.00	\$0.00	\$103.00
20302D	Lead-Off Ditch (Each)	\$33.25	\$0.00	\$0.00	\$0.00	\$0.00	\$33.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.25
20302E	Roadway Reconditioning (STA)	\$46.70	\$0.00	\$0.00	\$0.00	\$0.00	\$681.82	\$0.00	\$0.00	\$280.20	\$0.00	\$0.00	\$0.00	\$962.02
30402B	Aggregate base (Haul & Place), Breaker Run, compaction method A(CYD)	\$6.77	\$487.44	\$0.00	\$893.64	\$0.00	\$731.16	\$243.72	\$487.44	\$162.48	\$812.40	\$0.00	\$0.00	\$3,818.28
30402B	Aggregate base (Processing), Breaker Run(CYD)	\$4.50	\$324.00	\$0.00	\$594.00	\$0.00	\$486.00	\$162.00	\$324.00	\$108.00	\$540.00	\$0.00	\$0.00	\$2,538.00
Road Totals \$1,163.49 \$164.00 \$2,387.02 \$173.50 \$2,883.23 \$655.22 \$1,453.67 \$933.18 \$1,845.23 \$344.50 \$202.00 \$12,205.04														

Engineering Costs(LSUM)														\$4,525.00
<b>TOTAL ALL ROADS</b>														<b>\$16,730.04</b>

**HIAWATHA NATIONAL FOREST**  
**SPECIFICATIONS FOR TIMBER SALE ROADWORK**

**Four Deuces Timber Sale**  
**HI-662**

**Index of included specifications:**

Section 101 – Control of Work

Section 201 - Clearing and Grubbing

Section 203 – Excavation

Section 304 – Aggregate

## **General**

Unless otherwise provided for, keep existing roads open to all traffic during road improvement work, and maintain them in a condition that will adequately accommodate traffic. Delays may not exceed 30 minutes at any one time followed by an open period of no less than 5 minutes.

Perform no work that interferes or conflicts with traffic or existing access to the roadway surface until a traffic control plan has been approved. Post construction signs and traffic control devices in conformance with MUTCD. All required signs will be in place and approved prior to beginning work on project.

If the Contractor agrees in writing to allow public traffic to use a new road being constructed prior to completion, it will be considered an existing road for traffic control purposes.

## **Temporary Traffic Control**

Install and maintain temporary traffic control devices adjacent to and within the project as required by the approved traffic control plan and the MUTCD. Install and maintain traffic control devices as follows:

- (a) Furnish and install traffic control devices before the start of construction operations.
- (b) All detours outside of clearing limits will be approved in writing by the Contracting Officer as part of the traffic control plan.
- (c) Install only those traffic control devices needed for each stage or phase.
- (d) Relocate temporary traffic control devices as necessary.
- (e) Remove devices that no longer apply to the existing conditions.
- (f) Immediately replace any device that is lost, stolen, destroyed, or inoperative.
- (g) Keep temporary traffic control devices clean.
- (h) Remove all temporary traffic control devices upon contract completion or when approved.
- (i) When required, use flaggers certified by the American Traffic Safety Services Association, the National Safety Council, the International Municipal Signal Association, a state agency, or other acceptable organization. Perform the work described under MUTCD Part 6. Use type III, VII, VIII, or IX retroreflective sheeting on flagger paddles. Do not use flags. Flaggers must wear high visibility safety apparel as required by MUTCD 6E.02.

## **Temporary Closures**

Road segments may be closed as agreed to by the CO. The maximum consecutive days of closure shall be followed by a minimum number of consecutive days open to traffic. Maintain traffic control devices during closure period(s). Appropriate barricades and signs will be erected and maintained as shown in the traffic control plan or as otherwise designated.

Prior to closing roads during construction, give written notice to the Contracting Officer at least 10 days in advance.

Dispose of merchantable timber designated for removal according to the (BT) provisions of the timber sale contract. Deck merchantable timber adjacent to the roadway in areas approved by the Engineer.

## **MEASUREMENT**

201.05 When Clearing & Grubbing is shown in the SCHEDULE OF ITEMS, the work will be either on a lump sum basis where no measurement will be made, or on an area basis. For the area basis the original design quantity as shown on the Schedule of Items will be the final quantity, unless adjustments are made as specified in the changes provision. The design quantity is the number of acres calculated to be cleared and/or grubbed within the limits SHOWN ON THE DRAWINGS.

## **SECTION 203 – EXCAVATION**

### **DESCRIPTION**

203.01 This work shall consist of all excavation regardless of its nature, borrow excavation, embankment construction, and shaping of roadway including such items as drainage ditches, ditches, turnarounds, and other subsidiary work.

### **CONSTRUCTION**

203.02 All suitable excavated material shall be used to construct a roadway conforming to the typical section(s) SHOWN ON THE DRAWINGS and tolerances STATED IN THE CONSTRUCTION NOTES.

Side casting and end dumping will be permitted for embankment construction; however, excavation and embankment shall be confined within the roadway limits. Compaction shall be accomplished by operating equipment over the full width of the traveled way. Rocks too large for incorporation shall be placed to the side of the embankment so they will not roll, obstruct drainage, or hinder use and maintenance of the road. Excess excavation and unsuitable material shall be disposed of as SHOWN ON THE DRAWINGS or in locations approved by the Engineer.

Location and requirements for borrow excavation are SHOWN ON TABULATION OF QUANTITIES.

The finished slopes shall be left in a roughened condition to facilitate vegetative growth.

Rocks in the roadbed that protrude less than 2" above the finished road surface will be allowed to remain in place.

The aggregate shall be compacted by one of the following methods as specified on the Schedule of Items:

Compaction A-Aggregate shall be compacted by operating spreading and hauling equipment over the full width of each layer of the aggregate.

The final compacted surface shall be smooth and the thickness shall not vary more than the tolerance SHOWN ON THE DRAWINGS. The compacted thickness shall not be consistently above or below the specified thickness.

### **MEASUREMENT**

304.04 The method of measurement will be on a volume basis or a weight basis as SHOWN IN THE SCHEDULE OF ITEMS. The volume basis will be the computed number of cubic yards adjusted for compaction, that is loose volume. The original design quantity shown in the Schedule of Items will be the final quantity unless adjustments are made as specified in the changes provision.