

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE TIMBER SALE CONTRACT (Applicable to Sales to be Measured before Felling)		Name of Purchaser	
National Forest Hiawatha	Ranger District Munising	Region Eastern	Contract Number
Sale Name Anigre		Award Date	Termination Date 08/10/2018

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 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:^{1/}

(Name)

(Address)

(Name)

(Address)

By: _____
Contracting Officer

(Title)

By: _____
(Purchaser) ^{2/}

(Title)

(Business Address)

I, ^{3/} _____, 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 ^{4/}

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 1450 acres more or less is located in:

Township 44 North, Range 20 West, Sections 4, 5, 6, 7, 8; Township 45 North, Range 20 West, Sections 31 and 32

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
Jack Pine	Sawtimber	71.00	CCF	9.0	1	8	7.6	50
Mixed Hardwood - Other	Sawtimber	98.00	CCF	11.0	1	8	9.6	50
Red Pine	Sawtimber	372.00	CCF	9.0	1	8	7.6	50
Sugar Maple	Sawtimber	135.00	CCF	11.0	1	8	9.6	50
Jack Pine	Pulpwood	154.00	CCF	5.0	1	8	4.0	70
Maple	Pulpwood	910.00	CCF	5.0	1	8	4.0	70
Mixed Hardwood - Other	Pulpwood	746.00	CCF	5.0	1	8	4.0	70
Red Pine	Pulpwood	184.00	CCF	5.0	1	8	4.0	70
Total Quantity		2,670.00	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
Overstorey Removal Units (BT2.33)		
Understorey Removal Units (BT2.34)		
Individual Trees (BT2.35)		339.7
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) \$	
Jack Pine	Sawtimber	CCF	28.11	55.75			.00
Mixed Hardwood - Other	Sawtimber	CCF	29.04	59.85			.00
Red Pine	Sawtimber	CCF	29.03	57.69			.00
Sugar Maple	Sawtimber	CCF	65.86	137.28			.00
Jack Pine	Pulpwood	CCF	26.33	52.02			.00
Maple	Pulpwood	CCF	20.39	41.74			.00
Mixed Hardwood - Other	Pulpwood	CCF	13.89	28.05			.00
Red Pine	Pulpwood	CCF	29.23	58.11			.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 \$
1	7.3			Mixed Hardwood - Sawtimber 2.00 CCF Other		.00
				Maple Pulpwood 15.00 CCF Mixed Hardwood - Pulpwood 10.00 CCF Other		
				Total PU Quantity And Value 27.00 CCF		
10	17.3			Jack Pine Sawtimber 2.00 CCF		.00
				Mixed Hardwood - Sawtimber 16.00 CCF Other		
				Red Pine Sawtimber 3.00 CCF		
				Jack Pine Pulpwood 9.00 CCF		
				Maple Pulpwood 39.00 CCF		
				Mixed Hardwood - Pulpwood 319.00 CCF Other		
				Red Pine Pulpwood 1.00 CCF		
				Total PU Quantity And Value 389.00 CCF		
11	6.5			Mixed Hardwood - Sawtimber 1.00 CCF Other		.00
				Sugar Maple Sawtimber 1.00 CCF		
				Maple Pulpwood 29.00 CCF		
				Mixed Hardwood - Pulpwood 3.00 CCF Other		
				Total PU Quantity And Value 34.00 CCF		
12	4.3			Mixed Hardwood - Sawtimber 14.00 CCF Other		.00
				Jack Pine Pulpwood 6.00 CCF		
				Maple Pulpwood 18.00 CCF		
				Mixed Hardwood - Pulpwood 57.00 CCF Other		
				Total PU Quantity And Value 95.00 CCF		
2	7.4			Red Pine Sawtimber 31.00 CCF		.00
				Jack Pine Pulpwood 0.00 CCF		
				Red Pine Pulpwood 26.00 CCF		
				Total PU Quantity And Value 57.00 CCF		
3	19.7			Jack Pine Sawtimber 11.00 CCF		.00
				Red Pine Sawtimber 9.00 CCF		
				Jack Pine Pulpwood 64.00 CCF		
				Red Pine Pulpwood 21.00 CCF		
				Total PU Quantity And Value 105.00 CCF		
4	22.7			Mixed Hardwood - Sawtimber 1.00 CCF Other		.00
				Sugar Maple Sawtimber 6.00 CCF		
				Maple Pulpwood 143.00 CCF		
				Mixed Hardwood - Pulpwood 18.00 CCF Other		
				Total PU Quantity And Value 168.00 CCF		
5	8.2			Mixed Hardwood - Sawtimber 2.00 CCF Other		.00
				Sugar Maple Sawtimber 0.00 CCF		
				Maple Pulpwood 35.00 CCF		
				Mixed Hardwood - Pulpwood 50.00 CCF Other		
				Total PU Quantity And Value 87.00 CCF		

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 \$
6	50.9			Mixed Hardwood - Sawtimber 11.00 CCF Other Sugar Maple Sawtimber 60.00 CCF Maple Pulpwood 330.00 CCF Mixed Hardwood - Pulpwood 13.00 CCF Other		.00
					Total PU Quantity And Value 414.00 CCF	
7	74.2			Mixed Hardwood - Sawtimber 27.00 CCF Other Sugar Maple Sawtimber 62.00 CCF Maple Pulpwood 265.00 CCF Mixed Hardwood - Pulpwood 21.00 CCF Other		.00
					Total PU Quantity And Value 375.00 CCF	
8	58.9			Red Pine Sawtimber 322.00 CCF Jack Pine Pulpwood 7.00 CCF Red Pine Pulpwood 135.00 CCF		.00
					Total PU Quantity And Value 464.00 CCF	
9	62.3			Jack Pine Sawtimber 56.00 CCF Mixed Hardwood - Sawtimber 19.00 CCF Other Jack Pine Pulpwood 65.00 CCF Maple Pulpwood 21.00 CCF Mixed Hardwood - Pulpwood 243.00 CCF Other Red Pine Pulpwood 0.00 CCF		.00
					Total PU Quantity And Value 404.00 CCF	
ROW	2			Jack Pine Sawtimber 2.00 CCF Mixed Hardwood - Sawtimber 5.00 CCF Other Red Pine Sawtimber 7.00 CCF Sugar Maple Sawtimber 6.00 CCF Jack Pine Pulpwood 3.00 CCF Maple Pulpwood 15.00 CCF Mixed Hardwood - Pulpwood 12.00 CCF Other Red Pine Pulpwood 1.00 CCF		.00
					Total PU Quantity And Value 51.00 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		
Road No.	Name				Survey	Design	Construction Staking ^{1/}
2285C	TROUT LAKE ROAD SPUR C (C) (segment 0 to .21)	Single Lane - 10 mph	.21 / .34	HI-663 01/07/2016	FS	FS	FS BC
2121	BOW WEST (R) (segment 0 to .09)	Single Lane - 10 mph	.09 / .14	HI-663 01/07/2016	FS	FS	FS BC
2288	FOLTZ (R) (segment 0 to 2.83)	Single Lane - 10 mph	2.83 / 4.55	HI-663 01/07/2016	FS	FS	FS BC
2282	PLATFORM (R) (segment 0 to .07)	Single Lane - 10 mph	.07 / .11	HI-663 01/07/2016	FS	FS	FS BC
2234R	RR TRUCK TRAIL SPUR R (R) (segment 0 to .93)	Single Lane - 10 mph	.93 / 1.5	HI-663 01/07/2016	FS	FS	FS BC
2270	SOWEST (R) (segment 0 to .44)	Single Lane - 10 mph	.44 / .71	HI-663 01/07/2016	FS	FS	FS BC

^{1/} 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
NOT APPLICABLE			

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 Supression, 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

August 10, 2018

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

First Period: June 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 BT8.212Index Name: Wood Chips Index Number: 211135**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)
CT2.352#	DESIGNATION BY SPECIES AND DIAMETER (04/2004)
CT2.355#	INDIVIDUAL TREES, CUT TREE MARKING (06/2009)
CT2.356#	INDIVIDUAL TREES, LEAVE 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)
CT5.33#	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: Anigre

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) Adjacent to PUs 1, 3, 6, 7 shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by N/A. 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.

CT2.352# - DESIGNATION BY SPECIES AND DIAMETER (04/2004)

Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Sale Area Map, except trees Marked with orange paint or described to be left uncut.

See Tree Designation Table.

Additional trees to be cut, if any, are Marked with blue paint.

All N/A shall be left as leave trees, unless Marked with N/A paint. Leave N/A trees of the designated cut species, N/A inches stump diameter or greater, to avoid leave tree spacing greater than N/A feet. Cutting unit boundaries and other trees that shall be left uncut are Marked with orange paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at stump height in a horizontal and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than N/A feet wide with a N/A foot spacing. Quantities of trees located in skid trails are not Included Timber under AT2.

Tree Designation Table
CT2.352# - Designation by Species and Diameter

Payment Unit	Designated Species	More than Stump Diameter (inches)	Less than Stump Diameter (inches)
3	Jack pine and trees marked with BLUE paint.	5.0	N/A
5	Aspen and trees marked with BLUE paint.	5.0	N/A
12	Trees marked with BLUE paint, and all species EXCEPT white pine and trees marked with ORANGE paint.	5.0	N/A

Sale Name: Anigre

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)

PAIN T COLOR

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

Payment Unit	Paint Color
1	Blue
2	Blue
4	Blue
6	Blue
7	Blue
8	Blue
9	Blue
11	Blue
ROW	Green

Sale Name: Anigre

CT2.356# - INDIVIDUAL TREES, LEAVE TREE MARKING (06/2009)

Individual trees which are NOT 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 leave tree marking are shown on the Sale Area Map with the symbol "LTM."

Payment Unit	Paint Color
--------------	-------------

**Leave Tree Marking Table
CT2.356# Individual Trees**

Payment Unit	Paint Color
10	Orange

Sale Name: Anigre

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.

Sale Name: Anigre

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: Anigre

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		
2282	Platform	CR 142	MP 0.1	P	Prohibited use beyond Forest Service Boundary
2288B	Foltz Spur B	2288	POE	P	Prohibited Use

Sale Name: Anigre

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 \$2,698.00. 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-2121	0	.09	11/15/2016
Road-2234R	0	.93	11/15/2016
Road-2270	0	.44	11/15/2016
Road-2282	0	.07	11/15/2016
Road-2288	0	2.83	11/15/2016

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: Anigre

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: Anigre

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	Whitefish Pit T43N R21W NW ¼ of NW ¼ Section 36
MDOT-23A	16 Mile Pit T45N R20W NW ¼ of NW ¼ Section 10

Sale Name: Anigre

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
2285C	CR 142	POE	0.2	P
2282	CR 142	MP 0.1	0.1	P
2285A	CR 142	POE	0.6	P
2234R	CR 509	POE	1.1	P
2234Q	2234R	MP 0.5	0.5	P
2288	CR 509	2120	2.8	P
2288A	2288	MP 0.1	0.1	P
2270	CR 509	2288	0.5	P
2121	CR 509	2277	0.8	P
2277	2288	2121	0.6	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
2285C	CR 142	POE	0.2	P
2282	CR 142	MP 0.1	0.1	P
2285A	CR 142	POE	0.6	P
2234R	CR 509	POE	1.1	P
2234Q	2234R	MP 0.5	0.5	P
2288	CR 509	2120	2.8	P
2288A	2288	MP 0.1	0.1	P
2270	CR 509	2288	0.5	P
2121	CR 509	2277	0.8	P
2277	2288	2121	0.6	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
2285C	CR 142	POE	0.2	P
2282	CR 142	MP 0.1	0.1	P
2285A	CR 142	POE	0.6	P
2234R	CR 509	POE	1.1	P
2234Q	2234R	MP 0.5	0.5	P
2288	CR 509	2120	2.8	P
2288A	2288	MP 0.1	0.1	P
2270	CR 509	2288	0.5	P
2121	CR 509	2277	0.8	P
2277	2288	2121	0.6	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.

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.

Sale Name: Anigre

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.

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: N/A
Cave Resource Protection Measures: N/A

No logging operations shall be permitted in the Special Measures Area adjacent to Payment Units 4 and 7, as labeled "SMA" on the Sale Area Map

Sale Name: Anigre

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

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

Restricted operations/activities:

Within Payment Units 4, 6, 7, and 11, logging operations shall be conducted when soils are capable of supporting logging equipment without incurring detrimental soil compaction, puddling, or rutting. This is generally considered to be 6 inches of frozen soil and/or 12 inches of compacted snow, or when the water table is at least 15 inches below the surface of the ground.

Within Payment Unit 12, no logging operations shall be permitted from March 1 to June 30.

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.

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)

Within Payment Units 2, 3, 8, 10, and 12, whole tree harvesting shall not be permitted.

Within portions of Payment Unit(s)

N/A, as shown on Sale Area Map with symbol "SYR," N/A.

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.

Sale Name: Anigre

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:

Within Payment Units 1 and 2, all slash resulting from Purchaser's operations shall be reduced to 12 inches within 25 feet of the cleared road edge of CR-142.

Within Payment Units 3 and 8, all slash resulting from the Purchaser's operations shall be reduced to 12 inches within 25 feet of the cleared road edge of CR-H05.

Within Payment Units 8 and 9, all slash resulting from Purchaser's operations shall be removed from the clearing limits of the Bay de Noc-Grand Island Trail. From the cleared limit of the road to 50 feet, all slash resulting from Purchaser's operations shall be reduced to 4 feet.

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.

Sale Name: Anigre

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
 ALGER COUNTY, MICHIGAN
ANIGRE TIMBER SALE HI-663
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, the Contractor shall furnish all labor, materials, equipment, transportation, and supplies, and shall perform all work required to complete the project, and 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>
Bow West	2121	0.09	R	1 Title
Rapid River Truck Trail Spur R	2234R	0.93	R	2 Location Map
Sowest	2270	0.44	R	3 Construction Notes
Platform	2282	0.07	R	4-7 Details & Typicals
Trout Lake Road Spur C	2285C	0.21	C	Tabulation of Quantities
Foltz	2288	2.83	R	8 2121
				9 2234R
				10 2270
				11 2282
				12 2285C
				13 2288
				14 Schedule of Items
				15 Engineers Estimate
				A1-A7 Specifications
Reconstruction = R	Total Miles =	4.36		

Aggregate Sources

Whitefish Pit (3" Breaker Run)
 T43N R21W
 NW1/4 of NW1/4, Sec 36

16 Mile Pit (MDOT-23A)
 T45N R20W
 NW1/4 of NW1/4, Sec 10

W. P. Dutter

Date: December 2015

Plans, Specifications, and

Forest Engineer

Greg Gardner

Date: 12/17/15

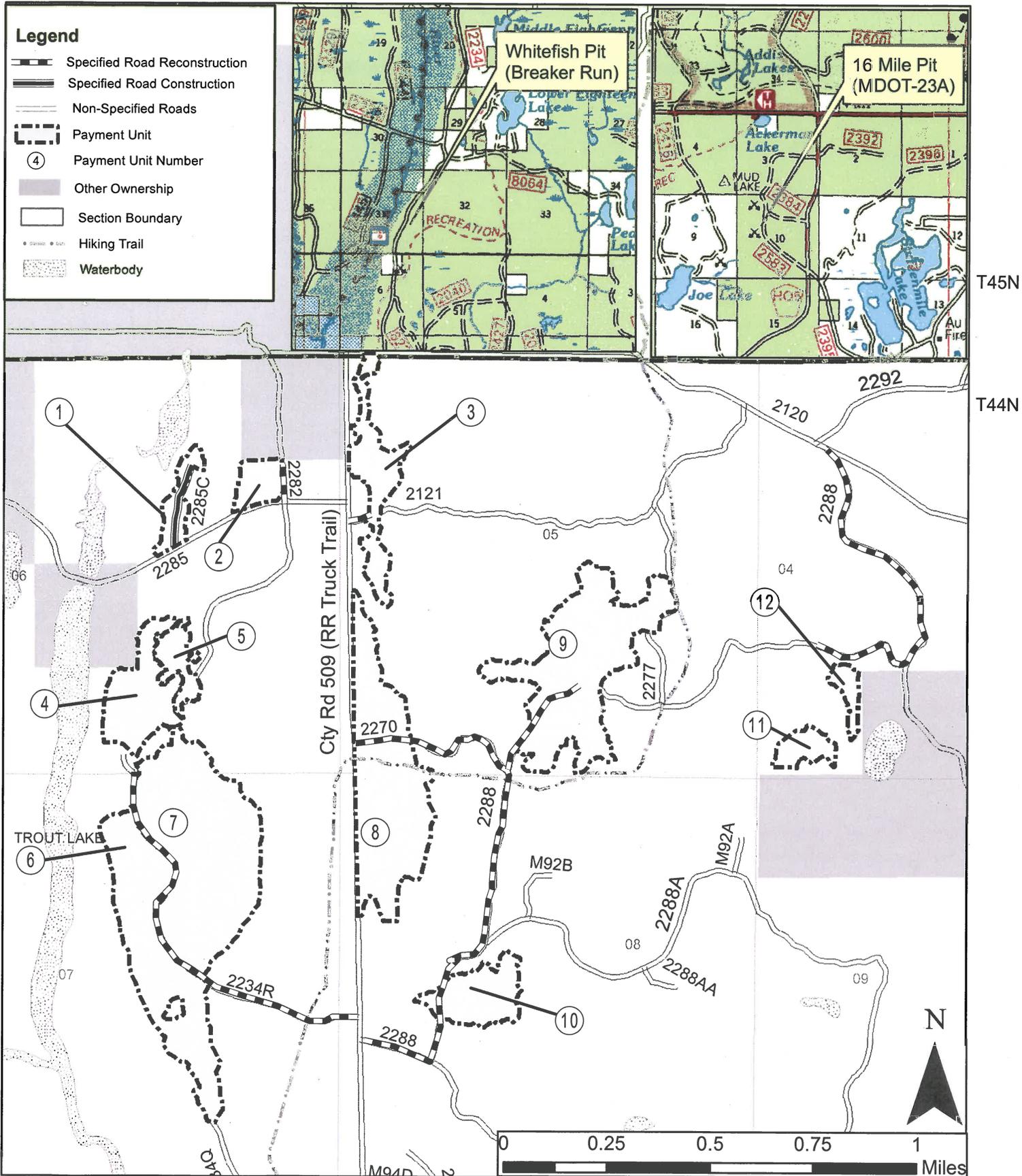
District Ranger

Charles Shovel

Date: 1/7/16

ANIGRE TIMBER SALE

Road Location and Pit Location Map



ANIGRE TIMBER SALE CONSTRUCTION NOTES

LV203 – EXCAVATION

Construction Tolerances:

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

Cuts and fills will be offset staked by Forest Service.

LV 304 – AGGREGATE SURFACE COURSE

LV 304.02

Breaker Run will be from the Whitefish Pit, located off Cty Rd 509, T43N R21W, NW1/4 of NW1/4, Sec 36

MDOT 23A will be from the 16 Mile Pit, located off FR 2383, T45N R20W, NW1/4 of NW1/4, Sec 10

Specified gradation of aggregate shall comply with the following:

Gradation A. 3/4" stone, complies with MDOT 23A specification

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.

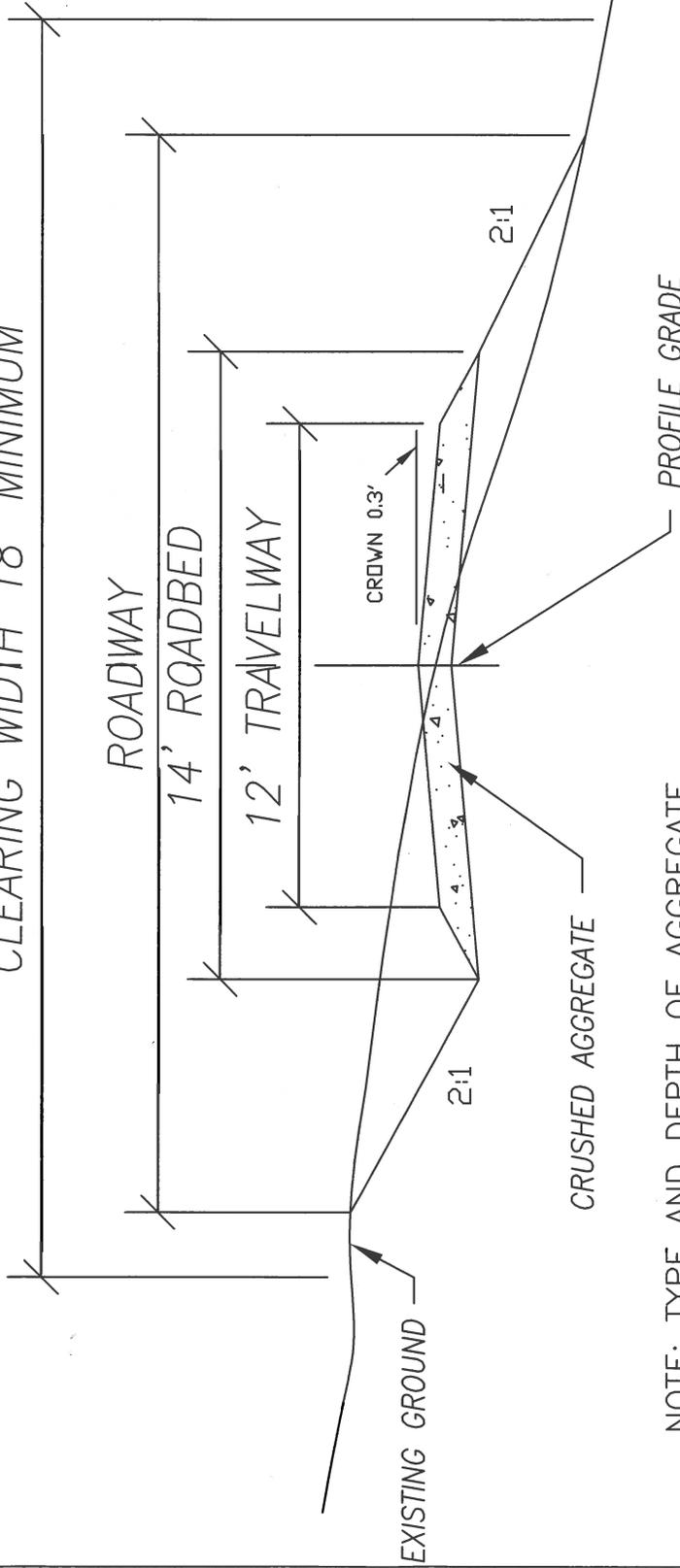
Prior to aggregate placement, existing roadbed shall be reconditioned to applicable typical detail.

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).

AGGREGATE BASE - Prior to the placement of aggregate base, the proposed portion of the roadbed shall be approved by Forest Service Construction Inspector or Engineering Representative.

CLEARING HEIGHT 14' MINIMUM

CLEARING WIDTH 18' MINIMUM

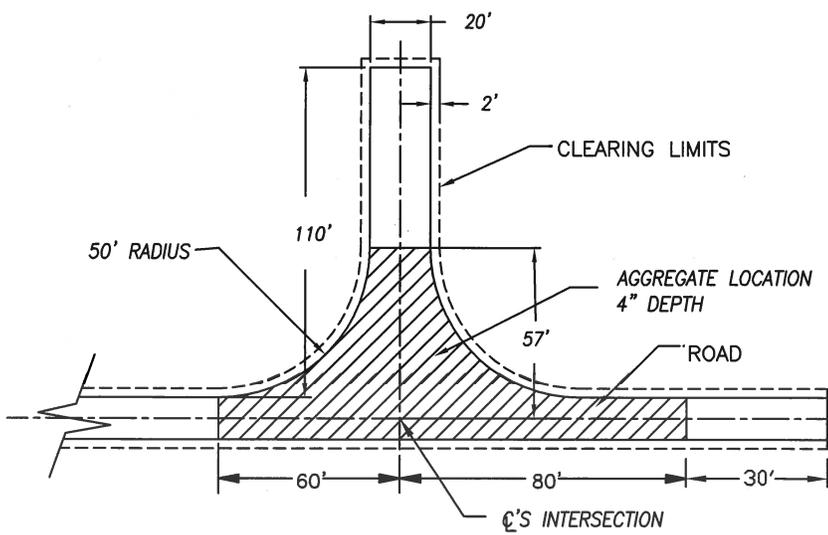


NOTE: TYPE AND DEPTH OF AGGREGATE
MAY DIFFER, SEE TABULATION
OF QUANTITIES.

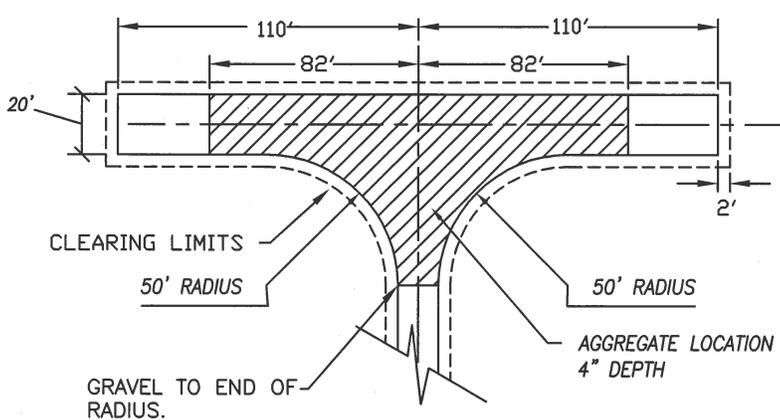
TYPICAL SECTION A

NO SCALE

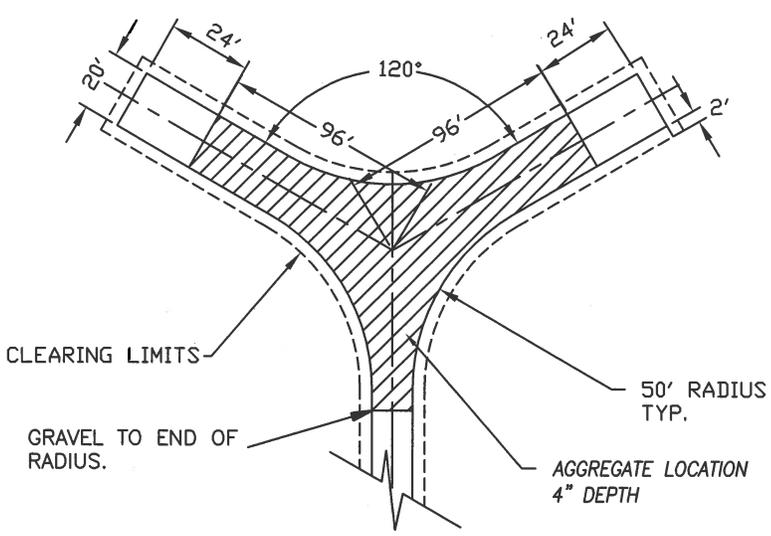




L-TURNAROUND DETAIL
 NO SCALE



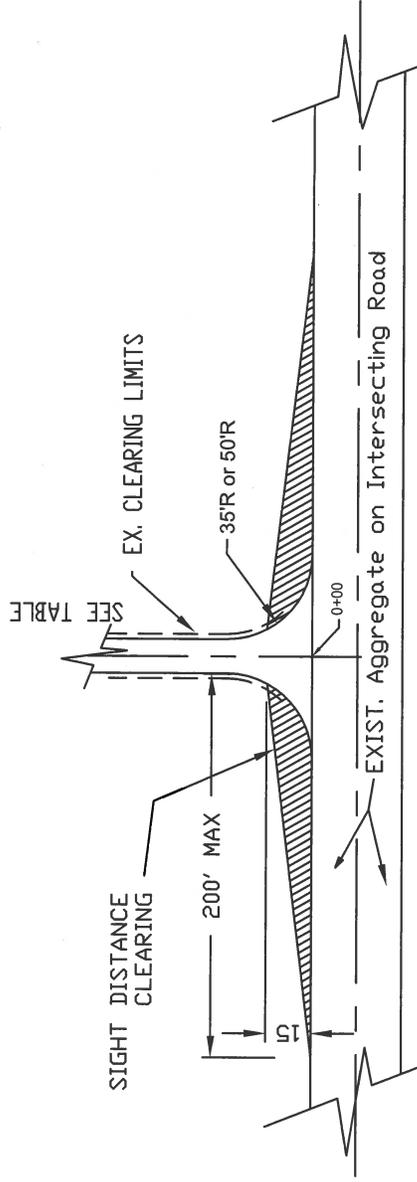
T-TURNAROUND DETAIL
 NO SCALE



WYE-TURNAROUND DETAIL
 NO SCALE

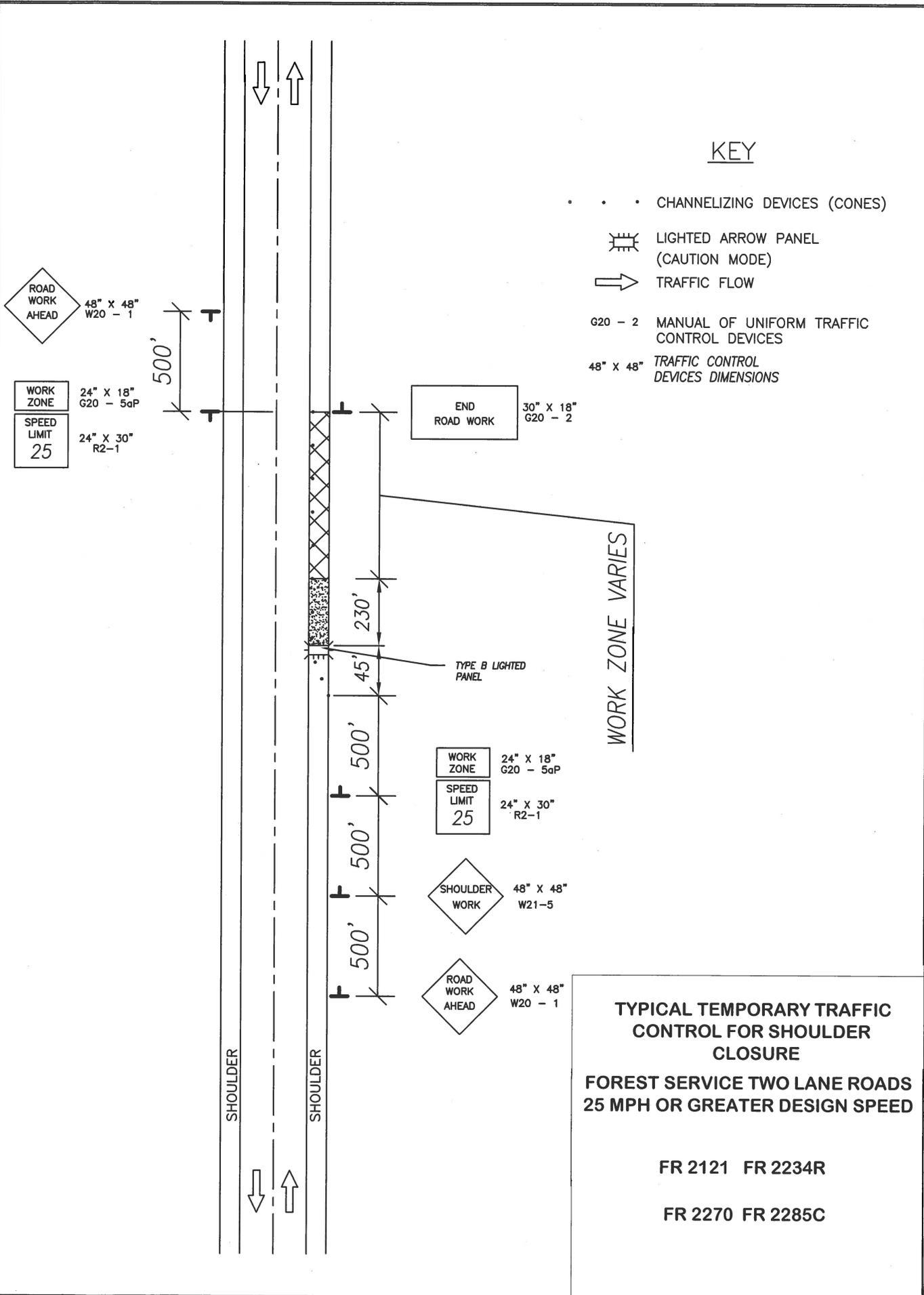
SIGHT DIST. CLEARING TABLE

FR 2121
 FR 2234R
 FR 2270
 FR 2288



TYPICAL INTERSECTION

NO SCALE



KEY

- • • CHANNELIZING DEVICES (CONES)
- ⚡ LIGHTED ARROW PANEL (CAUTION MODE)
- ➡ TRAFFIC FLOW
- G20 - 2 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
- 48" X 48" TRAFFIC CONTROL DEVICES DIMENSIONS

WORK ZONE VARIES

TYPICAL TEMPORARY TRAFFIC CONTROL FOR SHOULDER CLOSURE
FOREST SERVICE TWO LANE ROADS
25 MPH OR GREATER DESIGN SPEED

FR 2121 FR 2234R
 FR 2270 FR 2285C

Project No: HI-663
 Sheet 7 of 15

Sub Sheet:

Sheet Title: Temp. Traffic Control
 25 mph or Greater
 ANIGRE TIMBER SALE

Design: _____
 Date: _____

Forest: HIAWATHA
 NATIONAL FOREST
 MUNISING RANGER DISTRICT

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



Hiawatha National Forest
 Anigre T.S. HI-663
Tabulation of Quantities

FR 2121

BEGIN STATION	END STATION	Description of Work	15101	20102A	20102B	20302A	20302E	30402A	30402B	63301	COMMENTS
			Mobilization (LS)	C & G (LSUM)	Brushing (LSUM)	Roadway Excavation (STA)	Road recondition, Roadbed (STA)	Aggregate, 23A (CYD)	Aggregate, Brkr. Run (CYD)	Temp Traffic Control (LS)	
0+00		POB - East edge of Cty Rd 509	0.167							0.25	
POB	POE	Brushing			1						Include Sight Distance Clearing
0+00	0+50	Recondition Intersection					0.5				
0+00	0+70	MDOT 23A Aggregate						24			
3+80		Construct "L" turnaround Left		1		1.1			60		
	4+90	POE									
		Total Quantity	0.167	1	1	1.1	0.5	24	60	0.25	

Hiawatha National Forest
 Anigre T.S. HI-663
 Tabulation of Quantities

FR 2234R

BEGIN STATION	END STATION	Description of Work	15101 Mobilization (LS)	20102A C & G (LSUM)	20102B Brushing (LSUM)	20302A Roadway Excavation (STA)	20302C Drainage Excavation, Lead Off Ditch(LSUM)	20302E Road recondition, Roadbed (STA)	30402A Aggregate, 23A (CYD)	30402B Aggregate, Brkr. Run (CYD)	63301		COMMENTS	
											Temp Traffic Control (LS)	Control (LS)		
0+00		POB - West edge of Cty Rd 509	0.167									0.25		
POB	POE	Brushing, Clearing and Grubbing		1	1									Include Sight Distance Clearing and Turnaround
0+00	0+50	Recondition 35' Radii						0.5						
0+00	0+70	MDOT-23A Aggregate							24					At 25+20 road veers right to begin loop.
21+20	48+50	Road Recondition						27.3						
38+70	44+10	Breaker Run Aggregate								108				
43+50		Lead Off Ditch Right					1							
	49+20	Construct "T" Turnaround				2.7					72			
		Total Quantity	0.167	1	1	2.7	1	27.8	24	180		0.25		

Hiawatha National Forest
 Anigre T.S. HI-663
 Tabulation of Quantities

FR 2270

BEGIN STATION	END STATION	Description of Work	15101 Mobilization (LS)	20102B Brushing (LSUM)	20302E Road recondition, Roadbed (STA)	30402A Aggregate, 23A (CYD)	63301 Temp Traffic Control (LS)	COMMENTS
0+00		POB - East Edge of County Rd 509	0.167				0.25	
POB	POE	Brushing		1				Include Sight Distance Clearing
0+00	0+50	Recondition 35' Radii			0.5			
0+00	0+70	MDOT-23A Aggregate				24		
	23+20	POE - Intersection with FR 2288, Use as "T" turnaround						
		Total Quantity	0.167	1	0.5	24	0.25	

Hiawatha National Forest
 Anigre T.S. HI-663
 Tabulation of Quantities

FR 2282

BEGIN STATION	END STATION	Description of Work	15101 Mobilization (LS)	20102A C & G (LSUM)	20102B Brushing (LSUM)	20302A Roadway Excavation (STA)	30402B Aggregate, Brkr. Run (CYD)	COMMENTS
PO	3+90	Brushing			1			
2+80		Construct "L" Turnaround Right		1		1.1	60	Turnaround is in existing opening
	3+90	POE						
		Total Quantity	0.167	1	1	1.1	60	

Hiawatha National Forest
 Anigre T.S. HI-663
 Tabulation of Quantities

FR 2285C

BEGIN STATION	END STATION	Description of Work	15101 Mobilization (LS)	20102A C&G (LSUM)	20102B Brushing (LSUM)	20302A Roadway Excavation (STA)	20302C Drainage Excavation, Lead Off Ditch(LSUM)	20302E Road recondition, Roadbed (STA)	30402A Aggregate, 23A (CYD)	63301 Temp Traffic Control (LS)	COMMENTS
POB	POE	Brushing, Clear and Grub		1	1						
0+00	1+00	Realign Centerline East 15' from Existing Intersection include 35' Radii				1					
0+00	0+70	MDOT-23A Aggregate							24		
1+00	11+30	Road Recondition						10.3			
3+35		Lead Off Ditch Right					1				
	11+30	POE - Reconstruct "T" Turnaround in existing turnaround				1		1			
		Total Quantity	0.167	1	1	2	1	11.3	24	0.25	

Hiawatha National Forest
 Anigre T.S. HI-663
 Tabulation of Quantities

FR 2288

BEGIN STATION	END STATION	Description of Work	15101	20102A	20102B	20302A	30402B	COMMENTS
			Mobilization (LS)	C & G (LSUM)	Brushing (LSUM)	Roadway Excavation (STA)	Aggregate, Brkr. Run (CYD)	
0+00		POB - West edge of Cty Rd 509	0.167					
POB	66+25	Brushing			0.5			Include Sight Distance Clearing on Cty Rd 509
50+60		Intersection with FR 2270						
65+15		Construct "L" Turnaround Left		0.5		2.8	60	End Excavation at Station 66+25
66+25	102+80	NO WORK						
102+80	POE	Brushing			0.5			
103+90		Construct "L" Turnaround Left (North edge of road) in Existing Opening		0.5		2.2	60	
104+50	106+30	Breaker Run Aggregate					36	
108+00	111+00	Breaker Run Aggregate					60	
118+20	119+40	Breaker Run Aggregate					24	
	149+60	POE - Intersection With FR 8360						
		Total Quantity	0.167	1	1	5	240	

Hiawatha National Forest
Anigre T.S. HI-663
Schedule of Items

Item No.	Description	Unit	Estimated Quantity by Road							Total Est. Quantity
			2121	2234R	2270	2282	2285C	2288		
15101	Mobilization	Lump sum	0.167	0.167	0.167	0.167	0.167	0.167	0.167	1.0
20102A	Clearing and grubbing	Lump sum	1.00	1.00	0.00	1.00	1.00	1.00	1.00	5.00
20102B	Brushing	Lump sum	1.00	1.00	1.00	1.00	1.00	1.00	1.00	6.00
20302A	Roadway excavation, compaction method (d), finishing method A	Station	1.10	2.70	0.00	1.10	2.00	5.00	11.90	
20302C	Drainage excavation, Lead Off Ditch	Cubic Yard	0.00	1.00	0.00	0.00	1.00	0.00	2.00	
20302E	Roadway recondition, roadbed	Station	0.50	27.80	0.50	0.00	11.30	0.00	40.10	
30402A	Aggregate base (Haul & Place), grading MDOT 23A, compaction method (d)	Cubic Yard *	24.00	24.00	24.00	0.00	24.00	0.00	96.00	
30402A	Aggregate base (Processing), grading MDOT 23A	Cubic Yard	24.00	24.00	24.00	0.00	24.00	0.00	96.00	
30402B	Aggregate base (Haul & Place), Breaker Run, compaction method (d)	Cubic Yard *	60.00	180.00	0.00	60.00	0.00	240.00	540.00	
30402B	Aggregate base (Processing), Breaker Run	Cubic Yard	60.00	180.00	0.00	60.00	0.00	240.00	540.00	
63301	Temporary Traffic Control Device	Lump Sum	0.25	0.25	0.25	0.00	0.25	0.00	1.00	

* Quantity for items is shown as loose volume hauled. This was estimated by first calculating the compacted in place volume and then adding 25%.

All items are paid at Contract Quantities (CQ).

Hiawatha National Forest
 Anigre T.S. HI-663
 Engineers Estimate

Item No.	Description	Unit Price	2121	2234R	2270	2282	2285C	2288	TOTAL COST
15101	Mobilization (LSUM)	\$900.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$900.00
20102A	Clearing and grubbing (LSUM)	LSUM	\$296.00	\$1,522.00	\$0.00	\$150.00	\$222.00	\$451.00	\$2,641.00
20102B	Brushing (LSUM)	LSUM	\$100.00	\$190.00	\$399.00	\$100.00	\$132.00	\$1,359.00	\$2,280.00
20302A	Roadway excavation, compaction method (A) (STA)	\$64.75	\$71.23	\$174.83	\$0.00	\$71.23	\$129.50	\$323.75	\$770.54
20302C	Drainage excavation, Lead Off Ditch(LSUM)	\$33.25	\$0.00	\$33.25	\$0.00	\$0.00	\$33.25	\$0.00	\$66.50
20302E	Roadway recondition, roadbed (STA)	\$48.55	\$24.28	\$1,349.69	\$24.28	\$0.00	\$548.62	\$0.00	\$1,946.87
30402A	Aggregate base (Haul & Place), grading MDOT 23A, compaction method (A) (CYD)	\$7.49	\$179.76	\$179.76	\$179.76	\$0.00	\$179.76	\$0.00	\$719.04
30402A	Aggregate base (Processing), grading MDOT 23A (CYD)	\$4.50	\$108.00	\$108.00	\$108.00	\$0.00	\$108.00	\$0.00	\$432.00
30402B	Aggregate base (Haul & Place), Breaker Run, compaction method (A) (CYD)	\$8.32	\$499.20	\$1,497.60	\$0.00	\$499.20	\$0.00	\$1,996.80	\$4,492.80
30402B	Aggregate base (Processing), Breaker Run (CYD)	\$4.50	\$270.00	\$810.00	\$0.00	\$270.00	\$0.00	\$1,080.00	\$2,430.00
63301	Temporary Traffic Control Device (LSUM)	\$750.00	\$187.50	\$187.50	\$187.50	\$0.00	\$187.50	\$0.00	\$750.00
Road Totals			\$1,885.97	\$6,202.63	\$1,048.54	\$1,240.43	\$1,690.63	\$5,360.55	\$17,428.75
CT 5.213#	Engineering Costs (LSUM)								\$2,698.00
Total									\$20,126.75

HIAWATHA NATIONAL FOREST
SPECIFICATIONS FOR TIMBER SALE ROADWORK

Anigre Timber Sale
HI-663

Index of included specifications:

Section 101 – Control of Work

Section 201 - Clearing and Grubbing

Section 203 – Excavation

Section 304 – Aggregate

SECTION 101 – CONTROL OF WORK

101.01 Use of Roads by Contractor

The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in the Road Order(s) or described in the contract, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

101.02 Inspection of Construction.

Maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. Record the work and perform calculations to determine quantities for each work item. Maintain complete inspection records and make them available to the Government. Use an acceptable format for measurement records and include, at a minimum: project name, work item, date the work was performed, location of the work, measured quantity, calculations made to arrive at the quantity, and name of person(s) measuring the work.

The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the Government.

101.03 Public Traffic.

Description

This work consists of controlling and protecting public traffic adjacent to and with the project. All signing shall conform to the Michigan Manual on Uniform Traffic Control Devices (MMUTCD)

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.

SECTION 201 – CLEARING AND GRUBBING

DESCRIPTION

201.01 This work shall consist of clearing, grubbing, and disposing of or treatment of timber, construction slash, and debris.

CONSTRUCTION

201.02 CLEARING & GRUBBING. All debris, trees, stumps, roots, and other protruding vegetative material within the clearing limits shall be cleared, grubbed, removed, and disposed of, except that undisturbed stumps in locations STATED IN TABULATION OF QUANTITIES may remain.

Cut stumps to be grubbed to 12” maximum height before or immediately after grubbing.

Roadway must be grubbed. Stump holes caused by grubbing shall be leveled. Areas outside the roadway but within the clearing limits need not be grubbed. Height of stumps left shall not exceed 12” above ground.

Branches on remaining trees or shrubs shall be trimmed to give a clear height of 14 feet above the roadbed.

Trim tree limbs as near flush with the trunk as practicable.

Clearing shall be done in such a manner to prevent damage to remaining trees and other property.

Grubbing shall include removal of stumps and exposed roots over 3” in diameter.

201.03 PIONEERING. Pioneering operations shall be conducted to minimize mixing of slash and excavated material. Final back slopes shall not be undercut, material shall not be deposited outside the fill and excavation limits, nor shall drainage be restricted.

201.04 DISPOSAL. Treatment of construction slash shall be accomplished by scattering slash outside the clearing limits without damaging trees. Timber and slash that is scattered within 15’ of the clearing limits shall have a maximum height of 12” above the ground. All other scattered slash shall be lopped and scattered to reduce concentrations and made to lie within four feet of the ground concurrent with the clearing and grubbing operations unless other requirements are STATED IN TABULATION OF QUANTITIES. All logs shall be limbed. Logs and stumps shall be placed away from trees, positioned so they will not roll, and not be placed on top of one another. Grubbed and scattered stumps shall be turned upright with roots down.

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 dips, 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.

When specified, topsoil shall be salvaged in sufficient quantity to meet the quantity requirements SHOWN IN THE SCHEDULE OF ITEMS. Topsoil shall consist of loose, friable, sandy loam, free of admixture of subsoil, refuse, stumps, roots, rocks, brush, weeds, of other material that would be detrimental to the development of vegetative growth. Topsoil, as used herein, shall mean that portion of the soil profile defined technically as the "A" horizon by the Soil Science Society of America.

SECTION 304 – AGGREGATE

DESCRIPTION

304.01 This work shall consist of furnishing, hauling, and placing one or more courses of aggregate surface course on the approved subgrade. Aggregate shall be pit-run, screened, crushed, or furnished by the Government as STATED IN THE CONSTRUCTION NOTES.

MATERIALS

304.02 Materials shall be obtained from source(s) STATED ON THE COVER SHEET or other approved source(s). Aggregate quality, production, and gradation requirements are SHOWN IN THE TABULATION OF QUANTITIES.

When a gradation is specified, the Contractor shall submit test results and a Certificate of Compliance that states that the gradation of the aggregate meets the contract requirements. Aggregates shall be stockpiled, removed, transported, and placed in a manner that will preserve specified gradation and avoid contamination. Samples may be required at any time to validate gradation.

CONSTRUCTION

304.03 Prior to aggregate placement, the proposed portion of the roadbed shall (1) be completed in accordance with the specifications; (2) have hauling and spreading equipment operated uniformly over the full width; and (3) be approved in writing by the Engineering Representative.

The aggregate shall be spread in a uniform layer, with no segregation of size, and to a loose depth that shall have the required thickness when compacted. The maximum compacted thickness of any one layer shall not exceed six inches.

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.