

SAMPLE

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>INTEGRATED RESOURCE CONTRACT</b> (Applicable to Contracts with Measurement before Harvest)		<b>Name of Contractor</b>  	
<b>National Forest</b> Chippewa	<b>Ranger District</b> Deer River	<b>Region</b> Eastern	<b>Contract Number</b>  
<b>Contract Name</b> Cutty Stewardship		<b>Award Date</b>  	<b>Termination Date</b> 06/30/2020

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and \_\_\_\_\_ hereinafter called Contractor.

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

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

**UNITED STATES OF AMERICA**

Two Witnesses: <sup>2/</sup>

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

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

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

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

By: \_\_\_\_\_  
(Contractor) <sup>3/</sup>

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

\_\_\_\_\_

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

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

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

I, <sup>4/</sup> \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Contractor herein; that \_\_\_\_\_  
who signed this contract on behalf of Contractor, was then \_\_\_\_\_  
of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is  
within the scope of its corporate powers.

CORPORATE  
SEAL <sup>5/</sup>

**INSTRUCTIONS:**

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

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

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

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

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

**EXAMPLE 1/**

**Subcontractor Certification  
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Contract Name: \_\_\_\_\_  
National Forest: \_\_\_\_\_

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

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

Name of Subcontractor: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature

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

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

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

This Contract Area of 1640 acres more or less is located in:

T147N, R26W, S18, 19, 30 and R27W, S1, 2, 11, 12, 13, 14, 25, Itasca County, MN

**AT.2 - Volume Estimate and Utilization Standards, applicable to CT.1, CT.2, CT.4, and GT.4**

Species	Product	Estimated Quantity *	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Red Pine	Sawtimber	4,307.00	CCF	9.0	1	8	7.6	40
Aspen	Pulpwood	286.00	CCF	5.0	1	8	4.0	70
Balsam Fir	Pulpwood	32.00	CCF	5.0	1	8	4.0	70
Mixed Hardwood	Pulpwood	19.00	CCF	5.0	1	8	4.0	70
Pine	Pulpwood	972.00	CCF	5.0	1	8	4.0	70
<b>Total Quantity</b>		5,616.00	CCF					

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

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

	Number	Acres
Clearcutting Units (CT.3.1)	_____	_____
Specified Road Clearing (CT.3.2)	_____	_____
Overstory Removal Units (CT.3.3)	_____	_____
Understory Removal Units (CT.3.4)	_____	_____
Individual Trees (CT.3.5)	_____	383
Incompletely Measured Payment Units (CT.3.6)	_____	_____

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

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

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

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

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Red Pine	Sawtimber	CCF	48.22	84.31			.00
Aspen	Pulpwood	CCF	24.72	42.84			.00
Balsam Fir	Pulpwood	CCF	18.44	31.76			.00
Mixed Hardwood	Pulpwood	CCF	11.29	19.14			.00
Pine	Pulpwood	CCF	24.37	42.23			.00

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

AT.4.3 - Schedule of Payment Units

Payment Unit No.	App. Acres	To be Escalated under AT.4.1				Total Tentative Payment \$	To be Paid for at Flat Rates under AT.4.2				Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
		Species	Product	Qty	UOM		Species	Product	Qty	UOM		
01	70					Red Pine	Sawtimber	593.00	CCF			
						Aspen	Pulpwood	100.00	CCF			
						Pine	Pulpwood	116.00	CCF			
						<b>Total PU Quantity And Value</b>		809.00	CCF			
02	48					Red Pine	Sawtimber	679.00	CCF			
						Aspen	Pulpwood	4.00	CCF			
						Pine	Pulpwood	44.00	CCF			
						<b>Total PU Quantity And Value</b>		727.00	CCF			
03	39					Red Pine	Sawtimber	488.00	CCF			
						Pine	Pulpwood	17.00	CCF			
						<b>Total PU Quantity And Value</b>		505.00	CCF			
04	60					Red Pine	Sawtimber	893.00	CCF			
						Pine	Pulpwood	162.00	CCF			
						<b>Total PU Quantity And Value</b>		1,055.00	CCF			
05	28					Red Pine	Sawtimber	186.00	CCF			
						Pine	Pulpwood	64.00	CCF			
						<b>Total PU Quantity And Value</b>		250.00	CCF			
06	23					Red Pine	Sawtimber	113.00	CCF			
						Pine	Pulpwood	33.00	CCF			
						<b>Total PU Quantity And Value</b>		146.00	CCF			
07	28					Red Pine	Sawtimber	563.00	CCF			
						Aspen	Pulpwood	55.00	CCF			
						Balsam Fir	Pulpwood	14.00	CCF			
						Mixed Hardwood	Pulpwood	8.00	CCF			
						Pine	Pulpwood	111.00	CCF			
						<b>Total PU Quantity And Value</b>		751.00	CCF			
08	26					Red Pine	Sawtimber	180.00	CCF			
						Aspen	Pulpwood	23.00	CCF			
						Balsam Fir	Pulpwood	0.00	CCF			
						Mixed Hardwood	Pulpwood	1.00	CCF			
						Pine	Pulpwood	235.00	CCF			
						<b>Total PU Quantity And Value</b>		439.00	CCF			
09	29					Red Pine	Sawtimber	266.00	CCF			
						Aspen	Pulpwood	56.00	CCF			
						Mixed Hardwood	Pulpwood	3.00	CCF			
						Pine	Pulpwood	113.00	CCF			
						<b>Total PU Quantity And Value</b>		438.00	CCF			
10	32					Red Pine	Sawtimber	346.00	CCF			
						Aspen	Pulpwood	48.00	CCF			
						Balsam Fir	Pulpwood	18.00	CCF			
						Mixed Hardwood	Pulpwood	7.00	CCF			
						Pine	Pulpwood	77.00	CCF			
						<b>Total PU Quantity And Value</b>		496.00	CCF			

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

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

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

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

**Base Rates** are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under DT.3.1, DT.3.2, or DT.3.3.

**Advertised Rates** are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in AT.7, but are never less than Base Rates.

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

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

**Required Deposits** are deposits that Contractor may be required to pay for slash disposal (16 USC 490) and road maintenance (16 USC 537). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in KT-FT.3.2#.

**Base Index** is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in DT.2.

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

Species	Index Name and Date
Not Applicable	

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

Species	Product	Maximum Stump Height (Inches)
All	Sawtimber	12
All	Pulpwood	10

**AT.7 - Specified Roads, applicable to FT.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/
	Not Applicable						

1/ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to FT.2.1.2

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

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

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

April 01 to November 15, inclusive

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

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

Within 5 road miles

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

Within 20 road miles

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

**Maximum Amount: \$ \$2,000**

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

June 30, 2020

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

**First Period:** May 15 to March 15, inclusive

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

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

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

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

Downpayment Amount: Not Applicable

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

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

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

Index Name: Softwood Lumber Index Number: 0811

**AT.18 - Inapplicable Provisions**

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

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

**AT.19 - List of Special Provisions in Part KT**

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

KT-CT.3#	RESERVE TREES (09/2004)
KT-CT.3.0.1#	PROTECTED AREAS (06/2009)
KT-CT.3.5.2#	DESIGNATION BY SPECIES AND DIAMETER (09/2004)
KT-CT.3.5.5#	INDIVIDUAL TREES, CUT TREE MARKING (06/2009)
KT-ET.4	PAYMENTS NOT RECEIVED (08/2012)
KT-FT.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
KT-FT.3.3#	SNOW REMOVAL (06/2009)
KT-GT.3.1.3#	CUTTING SCHEDULE (06/2009)
KT-GT.3.1.4#	OPERATING RESTRICTIONS (06/2009)
KT-GT.3.2#	PROTECTION OF RESERVE TREES (09/2004)
KT-GT.6#	EROSION PREVENTION VEGETATION (06/2009)
KT-GT.6.3#	TEMPORARY ROAD CLOSURE (06/2009)
KT-GT.7#	SLASH DISPOSAL MEASURES (06/2009)
KT-GT.9#	STEWARDSHIP PROJECTS (09/2004)
KT-HT.2	FIRE PRECAUTIONS (06/2009)
KT-IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

Contract Name: Cutty Stewardship

KT-CT.3# - RESERVE TREES (09/2004)

Notwithstanding the designations for cutting under CT.3.1, CT.3.2, CT.3.3, or CT.3.4, live or dead wildlife reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Such Reserve trees are identified by an orange painted band and stump mark in Payment Unit 10. and shall be protected in accordance with KT-GT.3.2#. Units with reserve trees are shown on Contract Area Map.

KT-CT.3.0.1# - PROTECTED AREAS (06/2009)

Notwithstanding the designations for cutting under CT.3.1, CT.3.3, CT.3.4, and CT.3.5, trees within the area to be protected in Payment Unit 10 shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by an orange painted spot and/or "X" and a stump mark. Boundary trees are not to be cut. Contract Area Map indicates with the symbol "PA" units within which Protected Areas are identified on the ground and are to be left uncut.

KT-CT.3.5.2# - DESIGNATION BY SPECIES AND DIAMETER (09/2004)

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 yellow 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.

Contractor 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.

*Sale Name: Cutty Stewardship*

KT-CT.3.5.2# - DESIGNATION BY SPECIES AND DIAMETER (09/2004)

**Tree Designation Table**

<b>Payment Unit(s) or Cutting Unit(s)</b>	<b>Designated Species <u>1/</u></b>	<b>More Than Stump Diameter (inches) <u>2/</u></b>	<b>Less Than Stump Diameter (inches) <u>2/</u></b>
7, 8, 9 and 10	Aspen, Balsam Poplar, White Birch, Maple, Balsam Fir, Spruce, Red Pine	N/A	N/A

Contract Name: Cutty Stewardship

KT-CT.3.5.5# - 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 Units. Areas of Cut Tree Marking are shown on the Contract Area Map with the symbol "CTM."

**PAYMENT UNIT(S)**

**PAINT COLOR**

*Sale Name: Cutty Stewardship*

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

**Cut Tree Marking Table**

<b>Payment Unit(s)</b>	<b>Paint Color</b>
1, 2, 3, 4, 5 and 6	Yellow

Contract Name: Cutty Stewardship

KT-ET.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under ET.2.1.8;
- (iii) Damages pursuant to JT.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to ET.2.2;
- (vi) Periodic payments pursuant to ET.2.1.3;
- (vii) Extension Deposits pursuant to ET.2.1.7; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under JT.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

- (i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.
- (ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.
- (iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).
- (iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Contractor's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Contractor's Operations, and administrative offset, shall be stayed for so long as:

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

Contract Name: Cutty Stewardship

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

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

**See Contract Road Maintenance Requirements Summary Table.**

# **ROAD MAINTENANCE REQUIREMENTS**

**FS-2400-13T Contracts (09/04)**

**KT-FT.3.1# Special Provisions**

*Sale Name: Cutty Stewardship*

## **SECTION 1. GENERAL**

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

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

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

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

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

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

# ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT-FT.3.1# Special Provisions

*Sale Name: Cutty Stewardship*

## **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.

## **ROAD MAINTENANCE REQUIREMENTS**

**FS-2400-13T Contracts (09/04)**

**KT-FT.3.1# Special Provisions**

*Sale Name: Cutty Stewardship*

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

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

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

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

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

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

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

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

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

# ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT-FT.3.1# Special Provisions

Sale Name: Cutty Stewardship

## SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

### Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications																
	From	To		T-8110	T-8420															
2196				P	P															
3825				P	P															
3825A				P	P															
2052				P	P															
3828				P	P															
2051				P	P															
2051A				P	P															
3216				P	P															
3216A				P	P															
3217				P	P															
3251				P	P															
3246				P	P															
3827				P	P															
U3215				P	P															
U3178				P	P															
U3208				P	P															
U3072				P	P															
U3349				P	P															
U3211				P	P															
S3174				P	P															
S3176				P	P															
S3177				P	P															
S3184				P	P															
*																				

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

\* And, all other Forest Service system roads used by Purchaser as shown on the Sale Area Map.

## ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT-FT.3.1# Special Provisions

Sale Name: *Cutty Stewardship*

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications													
	From	To		T-8110	T-8420												
2196				P	P												
3825				P	P												
3825A				P	P												
2052				P	P												
3828				P	P												
2051				P	P												
2051A				P	P												
3216				P	P												
3216A				P	P												
3217				P	P												
3251				P	P												
3246				P	P												
3827				P	P												
U3215				P	P												
U3178				P	P												
U3208				P	P												
U3072				P	P												
U3349				P	P												
U3211				P	P												
S3174				P	P												
S3176				P	P												
S3177				P	P												
S3184				P	P												
*																	

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

\* And, all other Forest Service system roads used by Purchaser as shown on the Sale Area Map.

## ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT-FT.3.1# Special Provisions

*Sale Name: Cutty Stewardship*

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications																
	From	To		T-8110	T-8420															
2196				P	P															
3825				P	P															
3825A				P	P															
2052				P	P															
3828				P	P															
2051				P	P															
2051A				P	P															
3216				P	P															
3216A				P	P															
3217				P	P															
3251				P	P															
3246				P	P															
3827				P	P															
U3215				P	P															
U3178				P	P															
U3208				P	P															
U3072				P	P															
U3349				P	P															
U3211				P	P															
S3174				P	P															
S3176				P	P															
S3177				P	P															
S3184				P	P															
*																				

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

\* And, all other Forest Service system roads used by Purchaser as shown on the Sale Area Map.

# ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT-FT.3.1# Special Provisions

Sale Name: Cutty Stewardship

## SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

### INCLUDED SPECIFICATIONS

<u>Specification No.</u>	<u>Specification Title</u>
T-8110	Maintenance Blading/Grading
T-8420	Cutting Roadway Vegetation

### **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>
*			Mutually agreed upon equipment.

\* All Forest Service system roads used by Purchaser as shown on the Sale Area Map.

#### 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

# ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT-FT.3.1# Special Provisions

*Sale Name: Cutry Stewardship*

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.

## **T-8420      Cutting Roadway Vegetation**

### DESCRIPTION

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

### EQUIPMENT

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

### REQUIREMENTS

3.1 Vegetative matter within the Roadway which impedes vehicular travel, and/or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked in locations where agreed upon and the Traveled Way or sight distances will not be impaired.

3.2 Vegetative matter removed from the clearing limits shall be scattered outside the clearing limits at least eight (8) feet perpendicular to the road surface.

3.3 Trim tree branches that extend over the road surface and shoulders to attain a clear height of 14 feet. Trim branches flush with the tree or as close as possible without causing damage or scarring to the bole. Area shall be left neatly trimmed.

3.4 Any stump removed shall be placed in an upright position out of the clearing limits.

3.5 Area shall not be left in an unsightly condition. The FSR shall have the final say over how the area is left.

Contract Name: Cutty Stewardship

KT-FT.3.3# - 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, Contractor shall adhere to the following performance standards, unless otherwise agreed:

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 four (4)-inch depth compacted snow mat shall be maintained on the roadbed during blading.

Snow shall be removed from the entire road width, including turnouts.

Snow berms shall 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.

Openings shall 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.

Tracked or clefted vehicles shall not be used for snow removal without prior written approval of Forest Service Representative.

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

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

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

Contract Name: Cutty Stewardship

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

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

Restricted operations/activities:

Within all payment units during the period of March 1st thru August 31st only, all pine sawtimber and pulpwood products felled from the stump shall be skidded/forwarded, decked and hauled within a two (2) week time period (pine bark beetle).

Payment unit 2 (northern unit) and 3 operations are permitted during the period of frozen ground conditions only (access).

Payment units 6, 7, 8, 9 and 10 operations are permitted during the period December 1st through August 31st only (Cutfoot Sioux Hiking Trail).

Payment unit 2 (western unit) hauling operations are restricted on identified trails during the period of December 1st through March 31st on Friday's p.m., weekends and federal holidays (snowmobile trail).

Prohibited operations/activities:

N/A

KT-GT.3.2# - PROTECTION OF RESERVE TREES (09/2004)

Contractor's damage or destruction of reserve trees described in KT-CT.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages \$ \$25.00 for each wildlife reserve tree and \$ N/A for each N/A reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under DT.4.4 and DT.4.5.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

Contract Name: Cutty Stewardship

KT-GT.6# - EROSION PREVENTION VEGETATION (06/2009)

Contractor shall establish acceptable erosion prevention vegetation on areas of ground disturbance in the Contract Area. This requirement only applies to the areas identified by the Forest Service which are a result of Contractor actions. Revegetation measures shall be applied in such a manner and at times as directed by the Forest Service to establish an acceptable grass or legume cover. Failure to achieve an acceptable ground cover may result in the requirement for a second application of seed, fertilizer, etc. Seed, lime, mulch, fertilizer, and other measures shall be applied in accordance with the Erosion Prevention Vegetation Plan attached to and made a part of this contract.

Required Work:

SEEDING for temporary roads, skid trails and landings, use the following mixtures of seed according to the following seasons at the rate of 20 lbs./ac.:

<u>Season Dates:</u>	<u>Material:</u>	<u>Rate/Ac. (% of mix/lb.):</u>
<u>Mar. 15 to Dec. 15</u>	<u>Bison big bluestem</u>	<u>1.8 lbs. ( 9%)</u>
	<u>Annual ryegrass</u>	<u>12.7 lbs. (64%)</u>
	<u>Forestburg switchgrass</u>	<u>3.6 lbs. (18%)</u>
	<u>Canada rye</u>	<u>1.8 lbs. ( 9%)</u>
<u>Dec. 15 to Mar. 15</u>	<u>None</u>	
<u>(If frozen ground w/ no soil disturbance)</u>		

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

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

Scatter slash for a distance of 75 feet from the intersection of the temporary road with a system road or trail. The slash shall be large enough to effectively block the road, and not be easily removable.

Contract Name: Cutty Stewardship

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

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

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

Other specific slash disposal requirements are as follows:

All slash generated by Purchasers operations in ALL Payment Units as indicated on the Sale Area map as "SDZ", shall be lopped and scattered so as to lie within 30" (inches) of the ground.

All slash generated by Purchasers operations within 33' (feet) along roads, boundaries and other ownerships as indicated on the Sale Area Map as "SDZ(1)", shall be completely removed.

All slash generated by Purchasers operations within 66' (feet) along roads, boundaries and other ownerships as indicated on the Sale Area Map as "SDZ(2)", shall be completely removed.

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

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

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

**Stewardship Projects**

*Sale Name: Cutty Stewardship*

KT-G.9# - Stewardship Projects (09/2004)

**Project Table**

<b>Project</b>	<b>Description</b>
1. Road Closures	Closing several forest roads through a variety of methods and treatments.
2. Reforestation Timber Stand Improvement	Cutting competing vegetation within 3 feet around preferred conifer/hardwood seedlings and saplings.

Contract Name: Cutty Stewardship

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

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

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

KT-IT.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT.17. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

- (i) The contract was awarded after December 31, 2006; and
- (ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Contractor's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.