CT2.2 - UTILIZATION AND REMOVAL OF INCLUDED TIMBER *(09/2002)*

BT2.2(b) notwithstanding, bucking lengths shall be varied to ensure that the maximum sawlog piece that may be left is 2 feet and that the maximum small roundwood piece that may be left is 5 feet.

Where cut trees are identified by paint, the Purchaser shall leave stumps of a minimum height to avoid obliterating paint markings that indicate individual trees to be cut.

CT2.302# - PAYMENT UNIT BOUNDARIES *(09/2004)*

The boundaries of Payment Units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Table CT2.302# - Payment Unit Boundaries, Payment Unit Boundary Designation Table

Sample

CT2.302# - Payment Unit Boundaries

Payment Units	Paint Color	Designation
1-4	Orange	-Boundary line trees are marked at eye level with 3 horizontal slash marks and a spot at ground level, marks are facing into the interior of the payment unit. Some units will use Forest Service system roads and/or temporary roads as unit boundaries as well.
		-Yellow boundary posters with the sale name and payment unit are stapled to boundary trees and face outward at locations where the payment unit boundary intersects with roads.

Sample

CT2.355# - INDIVIDUAL TREES *(08/2004)*

BT2.35 notwithstanding, the following individual trees are Marked with paint above and below stump height:

Cut Tree Marking. Individual trees to be cut are Marked in all or parts of the following Payment Units. Areas of cut tree marking are shown on the Sale Area Map with the symbol CTM.

See Table CT2.355# - Individual Trees, Cut Tree Marking

Leave Tree Marking. Individual trees to be left uncut are Marked in all or parts of the following Payment Units. Unmarked trees meeting Utilization Standards in AT2 shall be cut. Areas of leave tree marking are shown on the Sale Area Map with the symbol LTM.

See Table CT2.355# - Individual Trees, Leave Tree Marking

Sample

CT2.355# - Individual Trees Table

Cut Tree Marking

Payment Unit(s)		Paint Color
2		YELLOW
4		BLUE

Leave Tree Marking

Payment Unit(s)		Paint Color
1,3		ORANGE

Sample

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 downpay-ment. 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 in-creased 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.

Sample

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.

Sample

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.

Sample

CT5.31# - Contract Road Maintenance Requirements Summary Table

Contract Road Maintenance Requirements Summary Table

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications								
	From	To		3010								
FS 253	PU 4	FS 245	2.5	P								

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications								
	From	To		1040								
FS 253	PU 4	FS 245	2.5	P								

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications								
	From	To		1020	1040							
FS 253	PU 4	FS 245	2.5	P								
FS 245	PU 3	Co Rd 63	1.5		D							

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

INCLUDED SPECIFICATIONS

Activity No.	Activity Specification Title
1020	Surface Blading (Dozer)
1040	Spot Surface Course Placement
3010	Drainage Structures

Sample

CT5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE *(08/2012)*

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

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

The Required Deposits for Forest Service work in lieu of Purchaser performance are **N/A** per **CCF** for recurrent maintenance, and **$.90** per **CCF** for deferred maintenance.

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

Deposit Made To	Rate	Unit of Measure
N/A		

CT6.3# - SCHEDULE FOR RELEASE OF PAYMENT UNITS *(08/2001)*

Unless otherwise agreed in writing, no more than **2** Payment Units may be operated at one time. Upon completion of all contract requirements in a Payment Unit, an additional Payment Unit may be released for cutting if by such release the maximum number of Payment Units specified above, which may be operated at one time, is not exceeded.

The sequence for cutting Payment Units shall be: **unit 3 then 4, followed by either 1 or 2.**

Sample

CT6.401# - CONDUCT OF LOGGING *(09/2004)*

Unless otherwise agreed in writing, the Purchaser shall take the following measures to minimize breakage of logs and to protect residual trees and other National Forest resources:

N/A Within Payment Unit(s) **N/A**, the skidding pattern shall be approved by Forest Service in advance of felling and main skid roads/trails shall be located on the ground in advance of felling.

Applicable To avoid unnecessary turning of logs in Payment Unit(s) **1-4**, the Purchaser shall fell with the lead of the trees toward skid trails. The Purchaser shall employ directional felling techniques such as wedging, jacking, cable winching, or other methods, as needed to direct the fall of the tree.

N/A Outside of clearcutting areas and authorized clearings, tractors shall be equipped with a winch to facilitate skidding. Products shall be winched (end-lined) as needed to protect resources or residual trees from unnecessary damage.

N/A In areas shown on Sale Area Map with the symbol W, all ground-based skidding equipment shall be confined to approved skid roads or trails and all Included Timber shall be winched to the skidder before transfer to the log landing. Winching may be required for distances up to **N/A** feet.

N/A In Payment Unit(s) **N/A**, skidding of products greater than **N/A** feet in length is prohibited.

Sample

CT6.601# - REVEGETATION PLAN AND SPECIFICATIONS *(08/2006)*

Where soil has been disturbed by Purchaser's operations and vegetation is needed to minimize erosion, Purchaser shall take appropriate measures according to the following specifications or other agreed stabilization measures:

Temporary road cuts, fill slopes, and shoulders shall be seeded and fertilized within 15 days of construction during the seeding season(s).

Temporary road surfaces, landings, and skid trails shall be seeded when not to be used for a period exceeding 60 days during the seeding season(s).

Temporary road cuts, fill slopes, and other soil disturbance within 25 feet slope distance of a streamcourse shall be seeded and mulched within 3 days of the disturbance.

Exposed soil on temporary roads, skid trails and landings no longer needed for the Purchaser's operations shall be seeded and fertilized within 30 days of discontinued use during the seeding season(s). Soil tilling to cover seed may be required under dry site conditions.

Bare areas or roads with soil compaction will require harrowing, disking or ripping. Fertilizer shall be applied and mixed thoroughly with the soil prior to seeding. Due to compaction, it may be necessary to till the soil to a depth of 6 inches or more.

The seeding season(s) shall be during the inclusive listed below, unless otherwise agreed.

See CT6.601# - Revegetation Plan and Specifications, Seeding Season(s) Table

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed:

See CT6.601# - Revegetation Plan and Specifications, Fertilizer and Seed Table

Applicable Mulch at the rate of **4029 (on moderate to steep slopes or where potential is high, broadcast clean straw (wheat, barley or other grain) mulch at 2-3 inches deep over disturbed area)or one 74 pound bale per 800 square feet). On severe slopes, secure mulch with punching, netting or matting.** pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required in addition to those specified elsewhere in this contract. Hay, straw, pine straw or shredded bark or other mulch acceptable to the Forest Service may be used as mulching material.

Applicable The Forest Service shall agree to the timing of the seeding operations.

N/A Seeding operations shall not begin without the presence of a Forest Service representative.

N/A Other revegetation specification: **N/A**

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit:

See CT6.601# - Revegetation Plan and Specifications, Cooperative Deposit Table

Sample

CT6.601# - Revegetation Plan and Specification Table

Seeding Season	From Date	To Date
Season 1	February 1	March 31
Season 2	April 1	August 31
Season 3	September 1	November 30
***Native Warm Season Grass**	April 1	June 15

*In wildland areas where short-term erosion potential is low and native understory integrity is critical, a Native Warm Season Grass mix may be used during the dates identified above. These areas will be identified by the Forest Service.

Season 1

Fertilizer	Pounds/Acre	Seed	Pounds/Acre
13-13-13	350lbs/acre	Partridge Pea	15
		**Annual Ryegrass	**10

Season 2

Fertilizer	Pounds/Acre	Seed	Pounds/Acre
13-13-13	350lbs/ac	Brown Top Millet	25
		Iron-Clay Cowpeas	20
		Grain Sorghum OR Black Oil Sunflower	10 or 2
		**Annual Ryegrass	**10

Season 3

Fertilizer	Pounds/Acre	Seed	Pounds/Acre
13-13-13	350/acre	Winter Wheat	50
		Oats	50
		Crimson Clover (inoculated) OR Ladino Clover (inoculated)	10 or 2
		**Annual Ryegrass	**10

**Use where you have moderate to high erosion potential, add to mix.

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit:

Lump Sum Amount	Amount Per Unit of Volume
$443.00	N/A

Sample

CT6.63# - TEMPORARY ROADS *(08/2004)*

Applicable Unless otherwise agreed in writing, Temporary Road construction shall not be scheduled to occur outside the seeding season(s) listed in CT6.601#.

Applicable Unless otherwise agreed in writing, Temporary Road construction shall not be scheduled to occur outside the Normal Operating Season(s) listed in AT13.

The location and clearing widths of all Temporary Roads shall be agreed to and all timber within the clearing limits shall be paid for before construction is started. Temporary roads shall follow the general contour insofar as practical with maximum grades not to exceed **10** percent for lengths up to **100** feet. Construction shall include frequent broad-based dips or breaks in grade as necessary to remove runoff from the road. Clearing width shall not exceed that needed for safe and efficient operations, and the travel way shall not exceed **12** feet except at turnouts and landings. Crossings shall be located perpendicular to any stream or drainage.

Concurrent with Temporary Road construction, the Purchaser shall install straw or hay bales, silt fence or brush/slash barriers at the base of the fill along Temporary Roads adjacent to Streamcourses and at other sensitive areas shown on Sale Area Map per the following requirements:

See Table CT6.63# - Temporary Roads, Silt Barrier Table

At Streamcourse crossings, cut and fill slopes and other disturbed areas within 25 feet slope distance of the Streamcourse shall be protected by seeding and mulching **the same day construction occurs.**

As necessary to attain stabilization of roadbed and cut and fill slopes of Temporary Roads, the Purchaser shall employ such measures as outsloping, revegetation, mulching, drainage dips, water spreading ditches and silt barriers.

Unless otherwise agreed, cut banks and fill slopes shall be sufficiently sloped to facilitate revegetation.

The Purchaser shall place and maintain the following depth of gravel or crushed stone on all Temporary Roads at the following locations:

See Table CT6.63# - Temporary Roads, Gravel Requirements Table

Purchaser shall maintain all erosion control structures such as silt barriers, water-spreading ditches and broad based dips in a functional condition during Purchaser's Operations. Purchaser shall stabilize and close to vehicular traffic all Temporary Roads prior to periods of inactivity.

Except for Temporary Roads to remain open under BT6.631, after a Temporary Road has served Purchaser's purpose, the Purchaser shall give notice to the Forest Service and shall remove bridges and culverts, eliminate ditches, out-slope roadbed, remove ruts, remove outside berms by pulling the material back onto the road surface, effectively block the road to normal vehicular traffic, and build cross ditches and water bars as staked or otherwise marked on the ground by Forest Service unless agreed otherwise in writing. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to restore channel to natural size, slope and bottom, and to permit normal maximum flow of water and protection of adjacent resources.

Sample

CT6.63# – Temporary Roads Table

Side Slope Percent	Distance From Streamcourse
10	50 feet

Location	Distance (feet)	Percent Grade	No. Inches Of Gravel or Crushed Stone
Wet or erosive prone soils	25	Not Applicable	2″ pit run aggregate
Dips, moist sites, erosive prone soils, and fills over culverts	25	Not Applicable	2″ pit run aggregate
Approaches to surfaced roads for a distance back from the surfaced road.	75	Not Applicable	3″ pit run aggregate

Sample

CT6.65 - SKID TRAILS AND FIRE LINES *(08/2001)*

At locations where terrain or other conditions prevent practicable construction of cross ditches and water-spreading ditches, the Forest Service may designate that ground debris consisting of root mat, humus, leaf and needle litter, or slash (as defined in CT6.7#) existing in the immediate area be placed on skid trails or fire lines. At such locations, the Purchaser shall place sufficient ground debris to slow and disperse runoff. At other locations the Forest Service and the Purchaser may agree to use ground debris, singly or in combination with other methods, to control erosion.

CT6.66 - CURRENT OPERATING AREAS *(08/2001)*

Where logging or road construction is in progress but not completed, unless otherwise agreed, the Purchaser shall, before beginning a period of inactivity anticipated to last 30 days or more, and before any expected period of seasonal precipitation or runoff, remove all temporary log culverts, and construct cross drains, drainage ditches, dips, berms, culverts or other facilities needed to control erosion.

Sample

CT6.7# - SLASH TREATMENT *(08/2004)*

Slash is defined as all vegetative debris resulting from the Purchaser's operations, including limbs, tops, cull logs, bark, wood chunks, pushed-out stumps, damaged brush, and damaged residual trees. Tops from felled trees and all trees to be removed from roads, landings, or other construction clearings shall be completely felled and not left leaning or hanging in other trees. Slash associated with construction of Specified Roads is construction slash subject to treatment according to road construction specifications.

Other Ownership. The Purchaser shall conduct operations so that slash does not enter non-National Forest System lands, as shown on Sale Area Map. In event slash is deposited on other ownership, the Purchaser shall immediately remove such slash. The Contracting Officer may agree in writing to other treatment requirements if the Purchaser provides a written slash disposal agreement between the Purchaser and the landowner.

Roads and Other Clearings. Along roads available for public use the Purchaser shall immediately remove slash from traveled surfaces, shoulders, and drainage facilities. Other slash along roads available for public use and all slash along roads not available for public use shall be removed from the clearing limits within four days after adjacent skidding or yarding to each landing is complete. In areas where skidding or yarding is delayed or interrupted, slash shall be removed within ten days after being created.

Trails open to public use shall be kept free of slash. Slash within the clearing limits of powerlines, telephone lines, pipelines, and similar clearings shall be removed within ten days after adjacent skidding or yarding to each landing is substantially complete.

Slash removed from roads and other clearings shall be scattered outside the clearing limits, or otherwise disposed of as agreed. The time requirements for completion of slash removal may be changed by written agreement, except where immediate removal is required.

Other Treatment Areas. The Purchaser shall complete slash treatment in other areas as described below. The Forest Service and the Purchaser shall jointly agree to a schedule for completion of such slash treatment, which shall be included in the Purchaser's Annual Operating Schedule required under BT6.31.

Applicable At or adjacent to log landings, delimbing areas, and similar areas of slash accumulation within **all payment units** , concentrations of slash greater than **3** feet in height and **4** feet in length, measured at greatest distances, shall be **lopped and scattered to lie within 2 feet of the gound.**

Slash treatments described below are required at locations shown on the Sale Area Map by the following symbols:

See Table CT6.7# - Slash Disposal, Slash Disposal Requirements Table

Sample

CT6.7# - Slash Disposal, Slash Disposal Requirements Table

Map Symbol	Title	Treatment
SSSS	**Slash Treatment Zone**	Purchaser shall lop and scatter all created debris to lie within 2 feet of the ground in the Slash Treatment Zone as identified on the sale area map. The width of the zone is 100 feet as measured from the edge of FS 245 into payment unit 3 that runs the length of the unit.
SD	**Slash Disposal**	Within Payment Units 3(excluding slash treatment zone) and 4, all slash accumulated at landings and delimbing areas shall be piled, unless it is agreed in writing that slash can be used to cover areas having exposed soil, such as skid trails, for erosion control purposes. Piling will be accomplished with a machine, of such size, that will cause minimal damage to the residual timber and with an acceptable brush piling blade. Piles will meet the criteria identified below. • Piles shall be in the immediate vicinity of the landing or delimbing area. • Piles shall be reasonably compact and free of soil. • Piles shall be located at least 50 feet from residual timber. • Piles shall not be more than 200 feet long and 200 feet wide. • If more than one pile is needed in an area, they should be no more than 100 feet apart. • All objects that extend more than 5 feet in any direction from the pile profile will be cut off and returned to the pile.

Sample

CT6.8 - MEASURING *(08/2001)*

The estimated quantity of timber has been determined by tree measurement in accordance with the methods described in the Timber Cruising Handbook (FSH 2409.12), a copy of which may be examined in the Forest Supervisor's or the Ranger's Offices.

CT7.201 - TRUCK, TRACTOR AND POWER SAW MUFFLERS *(08/2001)*

Effective muffler systems installed by the manufacturer as standard equipment shall be maintained on exhausts of trucks, power saws and other internal combustion engines used in the Purchaser's Operations.

CT7.202# - FIRE FIGHTING EQUIPMENT *(08/2001)*

When the Forest Service advises the Purchaser that local fire weather conditions are becoming critical, the Purchaser shall keep with gasoline chain saws at all times **a shovel and a fire extinguisher** and take precautionary measures requested by the Forest Service. The Purchaser shall act as custodian of fire fighting equipment furnished by the Forest Service. Equipment shall be stored in sealed boxes provided for this purpose and shall be transported to locations in the immediate vicinity of current logging and milling operations on Sale Area. The Forest Service shall be reimbursed for any damage to or loss of fire fighting equipment furnished by the Forest Service, which occurs on Negligently-Caused Fires or as a result of using equipment for unauthorized purposes.

CT7.22 - EMERGENCY FIRE PRECAUTIONS *(08/2001)*

The Purchaser shall limit or restrict operations in accordance with the Fire Danger Rating schedule shown below. The Forest Service will determine Fire danger ratings by using the National Fire Danger Rating System.

The Forest Service shall notify the Purchaser of predicted fire danger that may limit or restrict operations. In all cases, the actual weather elements shall govern over the predicted weather elements in determining Fire Danger. Fire danger ratings are based on a severity index from A (low) to E (highest).

Fire Danger Rating:	Limitations or Restrictions on Purchaser Operations:
A to C:	Normal fire precautionary operations
C+ to D (Very High)	Forest Service may suspend any or all of Purchaser's operations.
E (Extreme)	In addition to above restrictions, internal combustion engines or other spark-producing equipment shall not be operated within any areas of the timber sale without specific written approval by the Forest Service.

Sample

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.

Sample

CT8.23# - ADDITION OF NET GROWTH *(08/2004)*

In event of Contract Term Extension, net growth shall be added to all uncut designated timber, except on the partially cut Payment Units exempt from redetermined rates under BT3.1. On the partially cut Payment Units to which redetermined rates apply under BT3.1, the Forest Service shall determine the approximate percentages of area remaining uncut. These percentages shall be applied to the original estimates of timber quantity in each Payment Unit to determine the approximate quantity of designated timber remaining in each Payment Unit. The growth percentages listed herein shall be applied to these estimated remaining quantities to obtain total net growth of uncut timber in the partially cut Payment Units. For both un-entered and partially cut Payment Units, the determination of volume subject to addition of growth shall be made as of 45 days prior to the original Termination Date shown in AT12 with no adjustment for any timber subsequently Released for Cutting or cut and removed prior the effective date of Contract Term Extension. Growth shall be calculated on the basis of total number of full growing seasons from **06/28/2016** until the Termination Date, including any Contract Term Adjustment.

Applicable annual growth percents by species or species groups and products are:

See Table CT8.23# - Addition of Net Growth, Percent Growth Table

Payment for the additional growth in partially cut Payment Units for which growth is applicable shall be made prior to the effective date of Contract Term Extension.

CT8.23# - Addition of Net Growth Table

Species or Species Group	Product	Annual Growth Percent
Southern Yellow Pine	Sawtimber	4
Hardwood	Sawtimber	4
Hardwood	Small Roundwood	3
Pine	Small Roundwood	8

Sample

CT8.71 - TRIPARTITE LAND EXCHANGE *(04/1999)*

Purchaser agrees that timber values for which cash payment is required under BT4.0 may be applied to any land exchange transaction authorized by law under which the owner of offered lands agrees to accept the money value of timber sold for the value of land granted to the United States.

Sample

SECTION 1. GENERAL

Purchaser's maintenance responsibility begins (1) after purchaser performs Pre-haul 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 or designee shall determine the Purchaser's commensurate share of road maintenance and/or revise road maintenance deposits.

Unless the Contracting Officer or designee agrees in writing otherwise, pre-haul maintenance shall be completed on any portion of road prior to hauling on that portion.

The Purchaser shall attend to the following situations as they occur and concurrently with sale operations: remove slides, fallen timber and other obstructions and overhanging brush obstructing road sight distance. Excess material resulting from any maintenance activity shall not be placed at locations where it will wash into streams.

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

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.

Berm. Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.

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.

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

Maintenance Activitiy. Items of work leading to the minor 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.

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.

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.

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.

Sample

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.

Waterbar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Waterbar is not designed to be traversable by logging trucks.

Sample

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary Table

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications								
	From	To		3010								
FS 253	PU 4	FS 245	2.5	P								

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications								
	From	To		1040								
FS 253	PU 4	FS 245	2.5	P								

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications								
	From	To		1020	1040							
FS 253	PU 4	FS 245	2.5	P								
FS 245	PU 3	Co Rd 63	1.5		D							

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

SECTION 4. ROAD MAINTENANCE ACTIVITY SPECIFICATIONS

INCLUDED SPECIFICATIONS

Activity No.	Activity Specification Title
1020	Surface Blading (Dozer)
1040	Spot Surface Course Placement
3010	Drainage Structures

ACTIVITY 1020 - SURFACE BLADING (DOZER)

DESCRIPTION

1.1 Surface blading is keeping a native or aggregate surfaced Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, in slope or out slope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches. This work may be accomplished using a crawler tractor with a dozer blade capable of angling.

REQUIREMENTS

3.1 Surface blading shall be performed before, during, and after Purchaser's use as often as necessary to facilitate traffic and proper drainage.

3.2 The surface blading shall preserve the existing cross-section. Ruts, chuckholes and corrugations that affect the smoothness of ride do not have to be removed unless they become excessive or interfere with proper drainage. 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 native surfaced roads, Material generated from back slope sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.

3.4 Roadway back slopes shall not be undercut.

3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to retain the existing line, grade, and cross-section.

3.6 Intersecting roads shall be bladed for a distance of 50 feet to assure blending of the surfaces.

3.7 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by side casting unless agreed otherwise.

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

3.9 Material resulting from this activity, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

ACTIVITY 1040 - SPOT SURFACE COURSE PLACEMENT

DESCRIPTION

1.1 Spot surface course placement includes subgrade preparation, furnishing, spreading and shaping Materials in accordance with the Requirements.

MATERIALS

2.1 Surface course Material will be in accordance with the Requirements, 3.2.

REQUIREMENTS

3.1 Subgrade Preparation. Prepare subgrade to receive surface course Material at locations as designated on-the-ground by the Forest Service on roads listed below. Prepare the subgrade by shaping the Roadbed to approximately the original cross-section and consistent with adjacent sections.

3.2 Furnish and spread Material at spot locations designated on the ground by the Forest Service as follows.

Road Number	Road Name	Pre-Haul/During Haul	Type Material	Quantity (C.Y./Tons)
FS 253	Walston Ridge	During Haul	1 inch gravel	125 tons

3.3 Variations. The purchaser will be required to furnish weight or volume tickets to the Forest Service for the amount of surface course material placed. When it is mutually agreed that all or part of the surface course Material is not needed, the estimated cost of surfacing not placed shall be charged to the Timber Sale Account in accordance with BT8.31.

ACTIVITY 3010 - DRAINAGE STRUCTURES

DESCRIPTION

1.1 This work consists of maintaining and/or installation/removal of Drainage Structures and related items such as inlet and outlet channels, existing riprap, trash racks, and drop-inlets.

MATERIALS

Sample

2.1 All Materials used in the maintenance and/or installation/removal of Drainage Structures shall conform by type and specification to the Material in the structure being maintained or as indicated in the Requirements, 3.3.

REQUIREMENTS

3.1 Drainage Structures and related items shall be cleared of all foreign Material which has been deposited above the bottom of the structure and all vegetative growth which interferes with the water flow. Material removed that cannot be incorporated into maintenance work shall be uniformly placed on fill slopes unless agreed otherwise.

3.2 Perform maintenance to insure the proper functioning of the head walls, aprons, inlet assemblies, riprap, trash racks, and other facilities related to the Drainage Structure.

3.3 Install/remove ditches, drainage dips, rock crossings and/or culverts as follows and as marked on the ground. Installation of structures shall not begin without the presence of a Forest Service representative.

Road Number	Road Name	Remove/Install	Type of Structure	Size	Quantity
FS 253	Walston Ridge	Remove/Install Pre-Haul	16 gauge corrugated metal aluminized culvert	18 inch 30 feet	1

3.4 Installation shall be in accordance with construction industry standards and practices.

3.5 Culvert designated for removal shall become the property of the Purchaser.

Sample