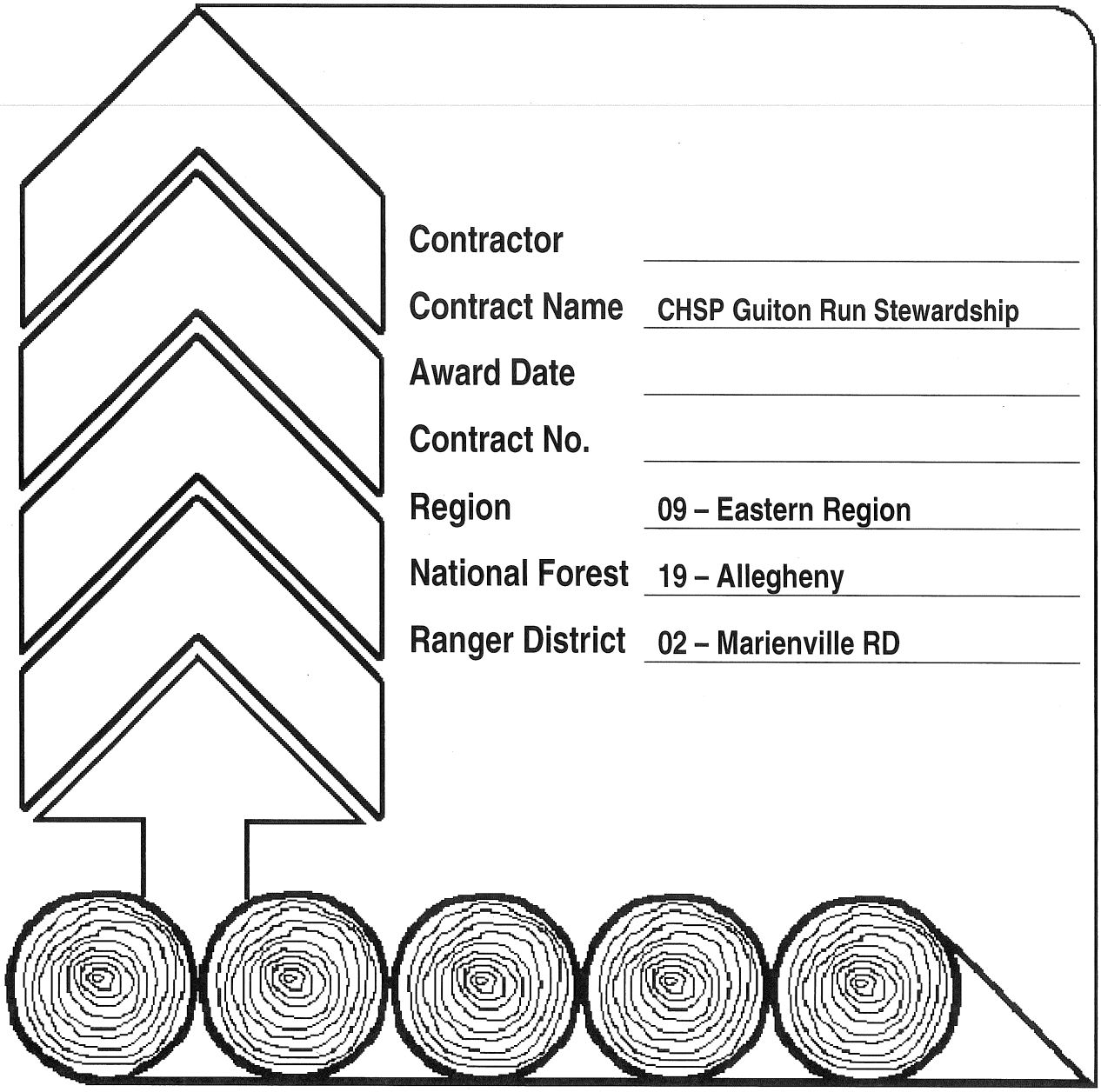
United States
Department of
Agriculture

Forest
Service

Integrated Resource Contract

SAMPLE CONTRACT



Contractor	
Contract Name	CHSP Guiton Run Stewardship
Award Date	
Contract No.	
Region	09 – Eastern Region
National Forest	19 – Allegheny
Ranger District	02 – Marienville RD

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **INTEGRATED RESOURCE CONTRACT** (Applicable to Contracts with Measurement before Harvest)		**Name of Contractor**	
National Forest Allegheny	**Ranger District** Marienville	**Region** Eastern	**Contract Number**
Contract Name CHSP Guiton Run Stewardship		**Award Date**	**Termination Date** 09/30/2019

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

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

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

UNITED STATES OF AMERICA

Two Witnesses: 2/

By: _____
Contracting Officer

_____
(Name)

_____
(Title)

By: _____
(Contractor) 3/

_____
(Address)

_____

_____
(Name)

_____
(Title)

_____
(Address)

_____
(Business Address)

I, 4/ _____, certify that I am the _____

Secretary of the corporation named as Contractor herein; that _____

who signed this contract on behalf of Contractor, was then _____

of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ **CORPORATE SEAL** 5/

INSTRUCTIONS:

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

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

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

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

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

EXAMPLE 1/

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

Contract Name: _____
National Forest: _____

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

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

Name of Subcontractor: _____
Business Address: _____
_____

_____ _____
Date Signature

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

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

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

This Contract Area of 700 acres more or less is located in:

Warrants 3667, 3179, 3181, 3183 and 5110; Jenks Township; Forest County; Pennsylvania

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
Ash	Sawtimber	18.00	CCF	11.0	1	8	9.6	40
Black Cherry	Sawtimber	662.00	CCF	11.0	1	8	9.6	40
Hardwood - Other	Sawtimber	63.00	CCF	11.0	1	8	9.6	40
Red Maple	Sawtimber	325.00	CCF	11.0	1	8	9.6	40
Sugar Maple	Sawtimber	23.00	CCF	11.0	1	8	9.6	40
Yellow Poplar	Sawtimber	103.00	CCF	11.0	1	8	9.6	40
Hardwood - Other	Pulpwood	1,642.00	CCF	6.0	1	8	5.0	70
Total Quantity		2,836.00	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)		194
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					Base Index
			Base $	Advertised $	Bid Premium $	Bid (Tentative) $	Required Deposits Slash Disposal $	
Not Applicable								

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

Species	Product	Unit of Measure	Rates per Unit of Measure				
			Base $	Advertised $	Bid Premium $	Bid (Flat) $	Required Deposits Slash Disposal $
Ash	Sawtimber	CCF	36.08	100.66			.00
Black Cherry	Sawtimber	CCF	110.58	312.32			.00
Hardwood - Other	Sawtimber	CCF	1.00	1.00			.00
Red Maple	Sawtimber	CCF	27.42	76.05			.00
Sugar Maple	Sawtimber	CCF	42.20	118.04			.00
Yellow Poplar	Sawtimber	CCF	5.58	13.99			.00
Hardwood - Other	Pulpwood	CCF	1.00	1.00			.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.

Contract Name: CHSP Guiton Run Stewardship **Contract No:**

AT.4.3 - Schedule of Payment Units

Payment Unit No.	Approx. Acres	To be Escalated under AT.4.1 Species	Product	Qty	UOM	Total Tentative Payment $	To be Paid for at Flat Rates under AT.4.2 Species	Product	Qty	UOM	Total Flat Rate Payment $	Total Required Deposits for Slash Disposal $
01	40						Ash	Sawtimber	1.00	CCF		.00
							Black Cherry	Sawtimber	125.00	CCF		
							Hardwood - Other	Sawtimber	3.00	CCF		
							Red Maple	Sawtimber	12.00	CCF		
							Sugar Maple	Sawtimber	2.00	CCF		
							Hardwood - Other	Pulpwood	393.00	CCF		
							Total PU Quantity And Value		536.00	CCF		
02	38						Ash	Sawtimber	0.00	CCF		.00
							Black Cherry	Sawtimber	37.00	CCF		
							Hardwood - Other	Sawtimber	19.00	CCF		
							Red Maple	Sawtimber	24.00	CCF		
							Sugar Maple	Sawtimber	1.00	CCF		
							Yellow Poplar	Sawtimber	43.00	CCF		
							Hardwood - Other	Pulpwood	396.00	CCF		
							Total PU Quantity And Value		520.00	CCF		
03	24						Ash	Sawtimber	10.00	CCF		.00
							Black Cherry	Sawtimber	41.00	CCF		
							Hardwood - Other	Sawtimber	6.00	CCF		
							Red Maple	Sawtimber	16.00	CCF		
							Sugar Maple	Sawtimber	1.00	CCF		
							Yellow Poplar	Sawtimber	51.00	CCF		
							Hardwood - Other	Pulpwood	158.00	CCF		
							Total PU Quantity And Value		283.00	CCF		
04	21						Ash	Sawtimber	3.00	CCF		.00
							Black Cherry	Sawtimber	34.00	CCF		
							Hardwood - Other	Sawtimber	4.00	CCF		
							Red Maple	Sawtimber	14.00	CCF		
							Yellow Poplar	Sawtimber	2.00	CCF		
							Hardwood - Other	Pulpwood	70.00	CCF		
							Total PU Quantity And Value		127.00	CCF		
05	20						Ash	Sawtimber	4.00	CCF		.00
							Black Cherry	Sawtimber	8.00	CCF		
							Hardwood - Other	Sawtimber	15.00	CCF		
							Red Maple	Sawtimber	9.00	CCF		
							Sugar Maple	Sawtimber	0.00	CCF		
							Hardwood - Other	Pulpwood	50.00	CCF		
							Total PU Quantity And Value		86.00	CCF		
06	6						Black Cherry	Sawtimber	1.00	CCF		.00
							Hardwood - Other	Sawtimber	0.00	CCF		
							Red Maple	Sawtimber	3.00	CCF		
							Hardwood - Other	Pulpwood	6.00	CCF		
							Total PU Quantity And Value		10.00	CCF		
07	15						Black Cherry	Sawtimber	51.00	CCF		.00
							Hardwood - Other	Sawtimber	4.00	CCF		
							Red Maple	Sawtimber	39.00	CCF		
							Yellow Poplar	Sawtimber	7.00	CCF		
							Hardwood - Other	Pulpwood	128.00	CCF		
							Total PU Quantity And Value		229.00	CCF		

Contract Name: CHSP Guiton Run Stewardship **Contract No:**

Pay-ment Unit No.	App rox. Acres	To be Escalated under AT.4.1	Total Tentative Payment $	To be Paid for at Flat Rates under AT.4.2				Total Flat Rate Payment $	Total Required Deposits for Slash Disposal $
08	7			Black Cherry	Sawtimber	152.00	CCF		.00
				Hardwood - Other	Sawtimber	0.00	CCF		
				Red Maple	Sawtimber	25.00	CCF		
				Sugar Maple	Sawtimber	3.00	CCF		
				Hardwood - Other	Pulpwood	120.00	CCF		
				Total PU Quantity And Value		300.00	CCF		
09	12			Black Cherry	Sawtimber	69.00	CCF		.00
				Hardwood - Other	Sawtimber	7.00	CCF		
				Red Maple	Sawtimber	82.00	CCF		
				Sugar Maple	Sawtimber	15.00	CCF		
				Hardwood - Other	Pulpwood	156.00	CCF		
				Total PU Quantity And Value		329.00	CCF		
10	11			Black Cherry	Sawtimber	144.00	CCF		.00
				Hardwood - Other	Sawtimber	5.00	CCF		
				Red Maple	Sawtimber	101.00	CCF		
				Sugar Maple	Sawtimber	1.00	CCF		
				Hardwood - Other	Pulpwood	165.00	CCF		
				Total PU Quantity And Value		416.00	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
001	Site Preparation	Acres	248.00		

Optional Stewardship Projects

Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate $	Total Credits
		Not Applicable				

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

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

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

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

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

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

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

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

Species	Index Name and Date
Not Applicable	

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

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

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

Name and Date of Governing Road Specifications: 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/
631AA	GUITON RUN - AA (C) (segment 0 to .5)	Single Lane - 15 mph	.5 / .8	SRP pages 1-68 06/29/2016	FS	FS	FS BC
165	FRANCIS (R) (segment 0 to .8)	Single Lane - 20 mph	.8 / 1.29	SRP pages 1-68 06/29/2016	FS	FS	FS BC
631	GUITON RUN (R) (segment 0 to 2.7)	Single Lane - 20 mph	2.7 / 4.35	SRP pages 1-68 06/29/2016	FS	FS	FS BC
631A	GUITON RUN - A (R) (segment 0 to .3)	Single Lane - 15 mph	.3 / .48	SRP pages 1-68 06/29/2016	FS	FS	FS BC
727	LEAN TO LOOKOUT (R) (segment 0 to .5)	Single Lane - 15 mph	.5 / .8	SRP pages 1-68 06/29/2016	FS	FS	FS BC

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
727	LEAN TO LOOKOUT (R) (segment 0 to .5)	Survey and Design and Construction Stakin	06/29/2016
631AA	GUITON RUN - AA (C) (segment 0 to .5)	Survey and Design and Construction Stakin	06/29/2016
631A	GUITON RUN - A (R) (segment 0 to .3)	Survey and Design and Construction Stakin	06/29/2016
631	GUITON RUN (R) (segment 0 to 2.7)	Survey and Design and Construction Stakin	06/29/2016
165	FRANCIS (R) (segment 0 to .8)	Survey and Design and Construction Stakin	06/29/2016

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

April 01 to October 31, inclusive

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

Initial Fire Supression, applicable to HT.3

Within 25 road miles

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

Within 25 road miles

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

Maximum Amount: $ $1,000

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

September 30, 2019

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 01, 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

	Periodic Payment Determination Date	Amount
Initial Payment:	N/A	N/A
Additional Payment:	N/A	N/A

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

Index Name: Wood Chips **Index Number:** 211135

AT.18 - Inapplicable Provisions

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

ET.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED
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.3.0.1#	PROTECTED AREAS (06/2009)
KT-CT.3.5.5#	INDIVIDUAL TREES, CUT TREE MARKING (06/2009)
KT-CT.3.5.6#	INDIVIDUAL TREES, LEAVE TREE MARKING (06/2009)
KT-ET.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)
KT-ET.4	PAYMENTS NOT RECEIVED (08/2012)
KT-FT.1.2#	USE OF ROADS BY CONTRACTOR (09/2004)
KT-FT.1.3#	ROAD COMPLETION DATE (09/2004)
KT-FT.2.1.3#	DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (09/2004)
KT-FT.2.2.1#	MATERIAL SOURCES (09/2004)
KT-FT.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
KT-FT.3.2#	ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)
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.4.1.2	STUMP MARKS (06/2009)
KT-GT.4.2#	SKIDDING AND YARDING REQUIREMENTS (06/2009)
KT-GT.6#	EROSION PREVENTION VEGETATION (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)

BT.0—CONTRACT AREA

BT.1 Contract Area Map. The boundaries of "Contract Area" and any Payment Unit thereof, are as shown on the attached "Contract Area Map" that is made a part hereof, and were, before contract advertisement, designated on the ground by Forest Service to meet the anticipated needs of the parties. The location of Contract Area and its approximate acreage are stated in AT.1. Payment Units may be revised and additional ones may be established only by written agreement. Upon Contractor's request, Forest Service shall subdivide Payment Units to reduce them to a size that can be logged within 60 days at Contractor's normal rate of logging. However, the rate of logging used in such adjustment of Payment Unit size shall not be less than a rate necessary for removal of all Included Timber during Normal Operating Seasons prior to Termination Date. Payment Units and stewardship project areas may be eliminated from Contract Area under conditions described in GT.3.6. Catastrophically Damaged areas may be removed from Contract Area under IT.3.2.

Where applicable, the following are also identified on Contract Area Map:

(a) Identified claims limiting Contractor's rights under BT.2;

(b) Payment Units where timber is to be Measured or Marked after date of contract advertisement and approximate location of sample Marked timber under CT.3.6 and CT.4;

(c) Boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units under CT.3;

(d) Diameter limits for Overstory Removal Units and Understory Removal Units under CT.3.3 and CT.3.4;

(e) Areas where leave trees are Marked to be left uncut under CT.3.5;

(f) Specified Roads listed in AT.7;

(g) Sources of base course, surface rock, and rock riprap listed in the Schedule of Items;

(h) Roads where log hauling or use is prohibited or restricted under FT.1.2;

(i) Roads and trails to be kept open under GT.2.2;

(j) Improvements to be protected under GT.2.2;

(k) Locations of known wildlife or plant habitat and cave resources to be protected under GT.2.4;

(l) Locations of areas known to be infested with specific invasive species of concern under GT.3.5;

(m) Maximum stump heights when more than one height is listed by areas in AT.6 under GT.4.1.2;

(n) Skidding or yarding methods specified under GT.4.2;

(o) Streamcourses to be protected under GT.5;

(p) Locations of meadows requiring protection under GT.6.1;

(q) Locations of wetlands requiring protection under GT.6.2;

(r) Locations of temporary roads to be kept open under GT.6.3.1; and

(s) Other features required by Parts A through K.

BT.2 Claims. Valid claims are excluded from Contract Area, except those on which timber cutting is authorized in writing by the claimant and except mining claims on which cutting is authorized by the Act of July 23, 1955 (30 USC 614). Claims that limit Contractor's rights to operate under this contract and that Forest Service has been able to identify are shown on Contract Area Map. Contractor is not obligated to operate contrary to existing claim limitations. Forest Service shall designate boundaries of claims on the ground to the extent necessary to identify Included Timber.

CT.0—TIMBER SPECIFICATIONS

CT.1 Included Timber. "Included Timber" consists of:

CT.1.1 Standard Timber. Live and dead trees and portions thereof that meet Utilization Standards under CT.2 and are designated for cutting under CT.3.

CT.1.2 Substandard Timber. Live and dead trees that:

(a) Do not meet Utilization Standards and

(b) Are located in Clearcutting Units or construction clearings or are otherwise designated for cutting.

CT.1.3 Damaged Timber.

CT.1.3.1 Damaged by Contractor. Undesignated live trees meeting Utilization Standards:

(a) Within 200 feet slope distance from centerline of roads constructed hereunder that are damaged by Contractor's construction to the extent that considerable deterioration or mortality is imminent and are designated by Forest Service for felling before the nearest road segment is Substantially Completed or

(b) That are damaged by Contractor in logging or stewardship project operations and are subsequently Marked before Contractor has completed work in the immediate area.

By agreement, such trees may be left without charge if their removal would cause undue damage or be grossly uneconomic.

CT.1.3.2 Negligent or Willful Damage. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Contracting Officer.

CT.1.3.3 Damage by Catastrophe. As provided under IT.3.2, undesignated live and dead timber within Contract Area, meeting Utilization Standards, and affected by Catastrophic Damage. "Catastrophic Damage" as used

hereunder is major change or damage to Included Timber on Contract Area, to Contract Area, to access to Contract Area, or a combination thereof:

(a) Caused by forces, or a combination of forces, beyond control of Contractor, occurring within a 12-month period, including, but not limited to, wind, flood, earthquake, landslide, fire, forest pest epidemic, or other major natural phenomenon and

(b) Affecting the value of any trees or products meeting Utilization Standards, within Contract Area and estimated to total either:

(i) More than half of the estimated timber quantity stated in AT.2 or

(ii) More than two hundred thousand cubic feet (2,000 CCF) or equivalent.

Catastrophic Damage does not include changes caused by forest pest epidemics or foreseeable deterioration if Included Timber was sold for salvage or pest control.

CT.1.3.4 Minor Damage by Natural Causes. Undesignated trees within Contract Area and meeting Utilization Standards, in amounts less than specified in CT.1.3.3, that become insect infested, windthrown, suffer serious damage, or die, as designated by agreement.

CT.1.4 Unintentionally Cut Timber. Trees, within or immediately adjacent to Contract Area or to road construction or other authorized clearing outside Contract Area, not designated for cutting under CT.3 but that are cut through mistake by Contractor, when included by Contracting Officer.

CT.1.5 Construction Timber. Trees to be used for construction under FT.1.

CT.1.6 Other Material. Species or products not listed in AT.2, upon written approval of Contracting Officer under DT.4.1.

CT.2 Utilization and Removal of Included Timber. "Utilization Standards" for trees and minimum pieces are stated in AT.2. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in AT.2 and contain at least one minimum piece. Except for timber required or authorized to be left, Contractor shall fell and buck such trees and shall remove from Contract Area all pieces that:

(a) Meet minimum piece standards in AT.2 or

(b) Do not meet such standards, but would have qualified as part of minimum pieces if bucking lengths were varied to include such material.

CT.3 Timber Designations. Timber designated for cutting shall be confined to Contract Area, except as provided in CT.1.3.1, CT.1.4, CT.1.5, CT.3.2, and FT.1. Contract Area Map indicates Payment Units, if any, where Marking under CT.3.5 is to be done after contract advertisement, except for construction clearing under CT.3.2, designation changes under CT.37, and damaged timber.

The boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units were plainly Marked on ground before contract advertisement and are shown on Contract Area Map. Boundary trees shall not be cut. Such units where Measuring is to be completed after date of contract advertisement are also shown. The number of units and approximate acreage of timber designations are stated in AT.3.

CT.3.1 Clearcutting Units. All trees that meet Utilization Standards within "Clearcutting Units" are designated for cutting.

CT.3.2 Construction Clearing. All timber is designated for cutting that is within the clearing limits of roads constructed hereunder or is in other authorized clearings. All dead or unstable live trees are designated for cutting that are sufficiently tall to reach Contractor's landings, work areas, or the roadbed of Specified and Temporary Roads when Marked in advance of work in the immediate area. Pieces meeting Utilization Standards from such dead or unstable live trees shall be removed, unless there is agreement that to do so could damage the road. Such designation may be revised as part of agreed changes in road location under FT.2.

CT.3.2.1 Specified Road Clearings. Timber within the clearing limits of Specified Roads is within separate Payment Units, as shown on Contract Area Map, and the quantities are in AT.2. These Payment Units are subject to revision, as specified in CT.37. The quantities of dead or unstable trees designated outside the clearing limits are not included in AT.2.

CT.3.2.2 Other Authorized Clearings. Timber within authorized clearings for Temporary Roads, landings, or other construction clearings is designated for cutting. Quantities of such timber are not included in AT.2.

CT.3.3 Overstory Removal Units. All trees within "Overstory Removal Units" are designated for cutting when they meet Utilization Standards and equal or exceed the diameter limits shown on Contract Area Map.

CT.3.4 Understory Removal Units. All trees within "Understory Removal Units" are designated for cutting when they meet Utilization Standards and are smaller than the diameter limits shown on Contract Area Map.

CT.3.5 Individual Trees. All trees to be cut, other than in the units described in CT.3.1, CT.3.2, CT.3.3, and CT.3.4, are Marked or designated by description. Trees are "Marked" when individually designated by Forest Service with paint marks above and below stump height.

Contract Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.

CT.3.6 Incompletely Measured Payment Units. Live trees within incompletely Measured Payment Units shown on Contract Area Map at time of contract advertisement shall be designated in accordance with KT-CT.3.6. A

representative sample of the timber to be designated has been Marked prior to contract advertisement in accordance with such rules. The approximate locations of the representative sample areas are shown on Contract Area Map.

CT.37 Designation Changes. Within Contract Area, minor adjustments may be made in boundaries of cutting units or in the timber individually Marked for cutting when acceptable to Contractor and Forest Service.

In event Contracting Officer accepts alternate facilities under FT.2.6, Contracting Officer shall revise the affected Payment Units and adjust estimated quantities.

In the event Contractor does not construct portions of Specified Roads, Payment Units involved shall be revised to eliminate the road portions not to be constructed. Parts of such areas within non-road-related Payment Units shall be added to such Payment Units and the timber thereon shall be designated by the methods provided for in the Payment Units. Estimated quantities for Payment Units so revised shall be adjusted as necessary.

CT.4 Quantity Estimate. The estimated quantities of timber by species designated for cutting under CT.3 and expected to be cut under Utilization Standards are listed in AT.2. Estimated quantity in AT.2 does not include the following:

(a) Damaged timber under CT.1.3;

(b) Unintentionally cut timber under CT.1.4;

(c) Construction timber under CT.1.5 cut outside of Payment Units and removed from construction use for utilization by Contractor;

(d) Timber within clearing limits of Temporary Roads or other authorized clearings and that is not designated under CT.3.1, CT.3.3, CT.3.4, or CT.3.5; or

(e) Dead or unstable live trees that are sufficiently tall to reach Contractor's landings, work areas, or the roadbed of Specified Roads under CT.3.2.

Estimated quantities for such timber not included in AT.2 shall be determined as stated in KT-GT.8.

If Contract Area Map shows Payment Units where Marking or Measuring is to be completed after date of contract advertisement, the objective of Forest Service shall be to designate for cutting in such Payment Units sufficient timber so that Contract Area shall yield the approximate estimated quantities by species or species groups stated in AT.2. However, the estimated quantities stated in AT.2 are not to be construed as guarantees or limitations of the timber quantities to be designated for cutting under the terms of this contract.

Quantity adjustments shall not be made under this Section after there is modification for Catastrophic Damage under IT.3.2.

CT.4.1 Adjustment for Quantity Deficit. If Contract Area Map shows Payment Units where Marking or Measuring is to be completed after the date of contract advertisement and if Contracting Officer determines that a deficit in the estimated quantity will cause the quantity designated to be less than 90 percent of the total estimate shown in AT.2, Forest Service, upon request by Contractor, shall designate additional timber within Contract Area. Such additional timber shall be limited to that estimated to be necessary to reach approximately the estimated quantities by species listed in AT.2. Any such additional designation shall be consistent with land and resource management plans.

CT.4.2 Adjustment for Excess Quantity. If Contract Area Map shows Payment Units where Marking or Measuring is to be completed after date of contract advertisement and if Contracting Officer determines that the quantity designated will be more than 120 percent of the total estimated quantity listed in AT.2, Forest Service, upon request by Contractor, shall make an adjustment in Marking or cutting unit boundaries with the objective of designating for cutting the approximate estimated quantities by species listed in AT.2. Such adjustments in quantities shall be confined to (a) Marking adjustments on Contract Area and (b) reduction in area to be cut over. Such adjustments or reductions shall not conflict with the silvicultural treatment being applied on Contract Area and shall not materially change the average value by species of the timber designated for cutting. Such adjustments may be made notwithstanding the provisions of BT.1 and CT.3.

If the timber designated for cutting is not reduced by such adjustments to less than 120 percent of the total estimated quantity listed in AT.2, Contractor, after cutting 120 percent of the total estimated quantity listed in AT.2, may elect to have Contract Area reduced to eliminate Payment Units where felling has not begun.

CT.4.3 Adjustment for Quantity Errors. An estimated quantity shown in AT.2 shall be revised by correcting identified errors made in determining estimated quantity that result in a change in total contract quantity of at least 10 percent or $1,000 in value, whichever is less, when an incorrect estimated quantity is caused by computer malfunction or an error in calculations, area determination, or computer input.

No adjustments in quantity shall be made for variations in accuracy resulting from planned sampling and Measuring methods or judgments of timber quality or defect.

For payment purposes, corresponding revisions in quantity and total payment shall be shown in AT.4.3 for each Payment Unit involved. Adjustment in rates will not be made. Adjustment in quantities shall not obligate Forest Service to designate additional quantities when the original quantity estimate is overstated.

DT.0—RATES OF PAYMENT

DT.1 Current Contract Rates. Included Timber that is Released for Cutting shall be paid for at Current Contract Rates determined under this Section. "Current Contract Rates" shall be (a) Flat Rates and (b) Tentative Rates adjusted by the escalation procedures in DT.2. Flat Rates and Tentative Rates shall be those listed in AT.4, unless superseded by rates redetermined under DT.3 or established for Contract Term Extension.

Current Contract Rates, based on rates redetermined under DT.3 or established under IT.2.3, shall apply to all Payment Units from which removal of timber from Contract Area has not been completed on the effective date of the revised rates, except Current Contract Rates in effect at the time of Release for Cutting shall be applicable:

(a) On Payment Units for Specified Roads Released for Cutting on which clearing has begun and

(b) For not more than two other Payment Units from which removal from Contract Area has begun.

Notwithstanding the exceptions provided in this Section, rates redetermined under BT3.31, BT3.32, and BT3.33 shall apply to all Included Timber removed subsequent to the rate redetermination.

In event there are more than two Payment Units from which timber removal has not been completed on the effective date, the rates in effect at the time of Release for Cutting shall apply to the two units from which the greatest estimated proportions of Payment Unit quantities have been removed. Otherwise, in released Payment Units, redetermined rates or rates established for Contract Term Extension shall apply to the entire quantity shown in AT.4.3 for those units. In addition, Required Deposits shall be made as listed in AT.4 and KT-FT.3.2, or established under DT.3 or IT.2.3.

In the event Termination Date is adjusted under IT.2.1 or IT.2.1.2, Current Contract Rates shall be continued in the same manner as immediately prior to the adjustment period.

"Current Contract Value" is the sum of the products of Current Contract Rates and estimated remaining quantities by species of Included Timber meeting Utilization Standards, less the bid rate for mandatory stewardship projects that have not been completed.

DT.2 Escalation Procedure. Tentative Rates for those species and products listed in AT.4.1 are subject to quarterly escalation in accordance with the following procedures: The calendar quarter index average for each price index described in AT.5 is the arithmetic average of the three such monthly price indices preceding January 1, April 1, July 1, and October 1. The difference between calendar quarter index average and Base Index listed in AT.4.1 shall be the basis for quarterly escalation. To arrive at Current Contract Rates for Payment Units Released for Cutting during the preceding calendar quarter, Tentative Rates for each species shall be reduced or increased by such difference, except when the calendar quarter index average is:

(a) Less than the Base Index, the reduction shall not result in a rate below Base Rate or

(b) Greater than the Base Index, the increase shall not exceed the difference between Tentative Rate and Base Rate.

In the event of Contract Term Extension, the escalation procedure will be used during the extension period, except that adjusted payment rates for any calendar quarter cannot be less than Tentative Rates, for each species and product group, established under IT.2.3 for the extension period.

DT.2.1 Unavailable Index. If an index described in AT.5 is no longer available, Contracting Officer may replace that index. If Contracting Officer determines that a replacement index does not exist, Current Contract Rates for the remainder of the contract shall be a Flat Rate. Flat Rates will be Tentative Rates adjusted by the arithmetic average of the index described in AT.5 for a 12-month period prior to its becoming unavailable using the quarterly adjustment procedure outlined in DT.2. Contracting Officer will determine availability and a beginning point to average the index for Flat Rates. Such Flat Rates are subject to rate redetermination as provided elsewhere under this contract.

DT.3 Rate Redetermination. Rates may be redetermined as set forth in this Section. Bid Premium Rates shall be added to all redetermined rates, except as provided in DT.3.1, DT.3.2, and DT.3.3.

Rate redeterminations shall be made in accordance with the standard Forest Service methods in effect 45 days prior to rate redetermination. Such methods shall take into consideration factors that may affect timber value at rate redetermination date.

Redetermined rates shall not be less than Base Rates listed in AT.4, except for reduction under DT.3.1, DT.3.2, or DT.3.3. Required Deposits shall be redetermined. Redetermined Specified Road construction cost is subject to the limitations of FT.2.6.

DT.3.1 Rate Redetermination for Environmental Modification. In the event of a contract modification under IT.3.3 or partial termination under IT.3.4, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber remaining immediately prior to the revision and the appraised unit value of Included Timber to be cut under the modification. The appraisal shall consider the estimated cost of any construction work listed in the Schedule of Items that was performed and abandoned.

Tentative Rates and Flat Rates in effect at the time of the revision will be adjusted by said differences to become Current Contract Rates. Accordingly, Base Rates shall be adjusted to correspond to the redetermined rates if redetermined rates are less than the original Base Rates, subject to a new Base Rate limitation of the cost of essential

reforestation or 25 cents per hundred cubic feet or equivalent, whichever is larger. However, existing Base Indices shall not be changed under this Subsection.

Redetermined rates, or differences for rates subject to DT.2, and Required Deposits shall be considered established under DT.1 for Included Timber removed subsequent to the contract revision.

DT.3.2 Rate Redetermination after Catastrophic Damage. In event of Catastrophic Damage and adjustment, if any, of Included Timber, Contracting Officer shall make an appraisal to determine for each species the catastrophe-caused difference between the appraised unit value of Included Timber remaining immediately prior to the catastrophe and the appraised unit value of existing and potential Included Timber immediately after the catastrophe. Included Timber is any that would not be eliminated under IT.3.2. Potential Included Timber is any that would be added under IT.3.2.

Tentative Rates and Flat Rates in effect at the time of catastrophe shall be adjusted by said differences to become the redetermined rates for the purpose of a contract modification under IT.3.2. Accordingly, Base Rates shall be adjusted to correspond to the redetermined rates if redetermined rates are less than the original Base Rates, subject to new Base Rate limitations of 25 cents per hundred cubic feet or equivalent. However, existing Base Indices shall not be changed under this Subsection.

Upon agreement under IT.3.2, redetermined rates and Required Deposits shall be considered established under DT.1 for Included Timber removed subsequent to Catastrophic Damage.

At time of such appraisal, Specified Road construction cost shall include the estimated cost of any construction work listed in the Schedule of Items performed and abandoned.

DT.3.3 Rate Redetermination for Market Change. In the event of delay or interruption, exceeding 90 days, under IT.3.3, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the delay or interruption and the appraised unit value of Included Timber immediately after the delay or interruption. The appraisal shall be done after any rate redetermination done pursuant to DT.3.1, using remaining volumes.

Tentative Rates and Flat Rates in effect at the time of delay or interruption or established pursuant to DT.3.1 will be reduced, if appraised rates declined during the delay or interruption, to become Current Contract Rates. Increases in rates will not be considered. Accordingly, Base Rates shall be adjusted to correspond to the redetermined rates if redetermined rates are less than the original Base Rates, subject to a new Base Rate limitation of the cost of essential reforestation or 25 cents per hundred cubic feet or equivalent, whichever is larger. However, existing Base Indices shall not be changed under this Subsection.

Redetermined rates shall be considered established under DT.1 Included Timber removed subsequent to the delay or interruption.

DT.3.4 Emergency Rate Redetermination. Forest Service shall redetermine rates if, upon Contractor's application, Forest Service determies that, because of changes in the timber market since the award date or the last rate redetermination under this provision, the Producer Price Index identified in AT.17 has declined by 25 percent. Rates shall be redetermined under DT.3 and shall be considered established under DT.1 for timber Scaled subsequent to Contractor's application. This Subsection shall not apply during Contract Term Extension.

DT.4 Other Payment Rates.

DT.4.1 Material and Quantities Not in AT.2. Incidental amounts of products or portions of trees of species listed on AT.2 that do not meet Utilization Standards may be removed without charge. Such material may be purposely removed in more than incidental amounts without charge upon written approval of Contracting Officer, and subject to agreement on deposits if needed for road maintenance and use.

Other species or products not listed in AT.2 may be cut and removed upon written approval of Contracting Officer and subject to agreement on rates of payment and deposits if needed for road maintenance and use.

When any material suitable for use in a product form included in AT.2 is removed in another product form, the rates of payment shall be not less than but approximately equivalent to Current Contract Rates and Required Deposits.

DT.4.2 Timber Cut Through Mistake. Undesignated timber meeting Utilization Standards, cut by Contractor through mistake and included by Contracting Officer under CT.1.4, shall be removed and paid for at Current Contract Rates and Required Deposits, unless such material is not listed in AT.2. In such event, Contracting Officer, in accord with standard Forest Service methods, shall establish rates to be paid.

DT.4.3 Undesignated Timber Damaged Without Negligence. Undesignated timber meeting Utilization Standards, damaged without negligence by Contractor and designated by Forest Service under CT.1.3.1, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits.

DT.4.4 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Contracting Officer under CT.1.3.2, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits that are in addition to liquidated damages under DT.4.5.

If such timber is of a species or size not listed in AT.2 or is of a quality different from designated timber, Contracting Officer shall establish payment rates in accord with standard Forest Service methods.

DT.4.5 Liquidated Damages. Unnecessary damage to or negligent or willful cutting of undesignated timber, as described in DT.4.4, on portions of Contract Area cut over under this contract is likely to cause 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 an amount equivalent to the amount payable at Current Contract Rates. If designated by Contracting Officer, Contractor shall remove such damaged or cut timber and pay for it at Current Contract Rates.

ET.0—PAYMENTS

ET.1 Amount Payable for Timber. Except as provided in DT.1, Current Contract Rates and Required Deposits in effect when a Payment Unit is Released for Cutting shall be applied to the timber quantities to determine the amount Contractor shall pay. A "Payment Unit" is a portion of Contract Area established for payment purposes.

ET.2 Integrated Resource Account. "Integrated Resource Account" is an account maintained by Forest Service of all Contractor's deposits, credits, payment guarantees, and the charges for:

(a) Timber at Current Contract Rates;
(b) Slash disposal and road maintenance at Required Deposit rates;
(c) Cooperative work at rates established by specific agreement under ET.2.1.8;
(d) Stewardship Credits established; and
(e) Other charges provided in this contract.

Cash deposits shall be recorded currently in such account.

Charges for Payment Units Released for Cutting shall be made when Forest Service prepares and furnishes to Contractor periodic statements of quantity and value of such timber. Charges subject to escalation under DT.2 shall be made initially on the basis stated in ET.2.1.4 and shall be adjusted at the end of each calendar quarter, as provided in DT.2.

Charges shall be made according to DT.4 when trees are subsequently Marked or designated for cutting.

ET.2.1 Cash Deposits. Within the limitations of this Subsection, Contractor shall make cash deposits to meet Contractor's obligations within 15 days of billing by Forest Service. Deposits shall be made to Forest Service, U.S.D.A., by mail or delivery to the address to be furnished by Forest Service. Forest Service shall explain the bill at the time it requests each deposit.

ET.2.1.1 Downpayment. The downpayment amount shown in AT.15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to JT.4, transferred to other contracts, or refunded until stumpage value representing 25 percent of the total bid value of the contract is shown on Integrated Resource Account to have been cut, removed, and paid for or the estimated value remaining to be cut and removed, as shown on Integrated Resource Account, is equal to or less than the amount of the downpayment. For lump sum contracts, the downpayment may be applied to payment for release of the single payment unit.

ET.2.1.2 Advance Deposits. Contractor agrees to make cash deposits in advance of cutting to meet charges under ET.2.

Forest Service billings for advance cash deposits shall be in such amounts that Integrated Resource Account will maintain an unobligated balance that covers the applicable charges for Payment Units Released for Cutting and designated material not included in AT.2 expected to be cut within the next 60 days. This advance cash deposit may be reduced to a smaller amount by the terms of ET.2.1.1, ET.2.1.3, ET.2.1.5, and/or ET.2.1.7. Except for amounts required pursuant to ET.2.1.1, ET.2.1.3, and ET.2.1.7, Contractor shall not be required to make advance deposits above those required under this Item.

When the credit balance in Integrated Resource Account is exceeded by the charges for timber within Payment Units Released for Cutting and for the estimated quantity to be cut in 10 days of cutting designated material not included in AT.2, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received.

ET.2.1.3 Periodic Payment Schedule. Contractor shall make periodic payments for stumpage value, as shown in AT.16.

In the event Contractor has not paid the amount(s) stated in AT.16 as stumpage for quantity removed by the periodic payment determination date(s), Forest Service shall issue a bill for collection for the difference between the required amount and payments made by Contractor. If payment(s) fall due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Integrated Resource Account billing date.

The amount of the periodic payment(s) will be reduced if the payment(s) would result in Contractor's credit balance for timber charges exceeding the Current Contract Value.

Only cash may be used for this purpose. No other form of payment is acceptable. Forest Service will apply the payments to subsequent charges on this contract under the terms of ET.2.1.2.

Except for Contract Term Extensions under I.2.3, periodic payment determination date(s) that have not been reached shall be adjusted one day for each additional day of contract time granted.

ET.2.1.4 Deposits for Charges Subject to Escalation. Deposits requested to cover estimated charges for timber subject to escalation under DT.2 shall be based upon Current Contract Rates and related deposits in effect during previous calendar quarter.

ET.2.1.5 Deposits When Payment Guaranteed. To the extent payment guarantee is provided under ET.3, requirements for advance cash deposits under ET.2.1.2 shall be waived for the value of timber on Contract Area that has been Released for Cutting, but not removed, and for the estimated value of products removed from Contract Area for not more than a monthly billing period, subject to the provisions of ET.4.

ET.2.1.6 Blanket Cash Deposits. Contractor may make cash deposits under a written agreement to cover charges made under this and other contracts within the same National Forest. Forest Service shall allocate such deposits to such contracts. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this contract shall be reallocated to other contracts within the same National Forest at Contractor's request. Contractor shall not start cutting until allocation has again been made to this contract.

ET.2.1.7 Extension Deposits. In the event of Contract Term Extension, Forest Service shall divide the difference between Current Contract Value as of the start of any Contract Term Extension and the credit balance of any deposit made pursuant to ET.2.1.3 by the number of whole months remaining in Normal Operating Season(s) within the extension period to determine the amount of each "Extension Deposit."

Contractor shall make the initial Extension Deposit prior to Forest Service executing the contract modification. In response to Forest Service billing under ET.2.1, Contractor shall make advance cash deposits. Such deposits shall at least equal each Extension Deposit required for each whole month remaining in Normal Operating Season(s) during the extension period. Extension Deposits shall be due by the last day of each month during Normal Operating Season whether or not any Payment Unit is to be released.

Due dates for Extension Deposits during the extension period may be delayed when Contractor earns Contract Term Adjustment if Termination Date, as adjusted, results in one or more additional complete months within Normal Operating Season(s).

ET.2.1.8 Cooperative Deposits. On a basis of cooperation or assistance (16 USC 572) and by a written agreement, Forest Service shall perform all or portions of the work that Contractor is obligated to perform under this contract, as well as furnish other Services in connection with activities under this contract. When Forest Service is to perform such work, Contractor shall make one or more deposits to cover the estimated cost of the work. On request of Contractor, Forest Service shall render monthly accounts, as may be specified in such agreement.

ET.2.2 Stewardship Credits. "Stewardship Credits" are credits that are earned and established when work described in KT-GT.9 has been performed and accepted. Stewardship Credits shall be earned at the rate as shown in AT.4.4. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

ET.2.2.1 Progress Estimates. Forest Service shall make timely estimates of Contractor's progress on stewardship projects. On the basis of such progress estimates, Forest Service shall credit Integrated Resource Account each month as such work proceeds.

ET.2.2.2 Excess Stewardship Credits. In the event there are unused established Stewardship Credits when all of the Included Timber has been cut and removed, Forest Service, at its option, shall either add more timber or make cash payment for the unused Stewardship Credits.

ET.2.2.3 Excess Timber Value. In the event the value of Included Timber exceeds the total value of all of the mandatory projects shown in AT.4.4, plus the optional projects shown in AT.4.4 that Contractor has been authorized to perform:

(a) Contracting Officer shall authorize additional optional projects shown in AT.4.4 if the excess timber value exceeds 10 percent of the total timber value, or

(b) Contracting Officer shall authorize additional optional projects shown in AT.4.4 or require cash payment if the excess timber value is less than 10 percent of the total timber value, or

(c) Contractor shall make cash payment for the excess timber value if there are no remaining optional projects shown in AT.4.3.

ET.2.2.4 Cash Payment for Stewardship Projects. In lieu of providing timber for established Stewardship Credits, Forest Service may elect to provide a cash payment to Contractor.

ET.2.3 Temporary Reduction of Downpayment. When, under IT.3.3, Contracting Officer requests Contractor to delay or interrupt Contractor's Operations for more than 90 days, the downpayment amount being held on deposit may be temporarily reduced upon the written request of Contractor or at the discretion of Contracting Officer. For the period of the delay or interruption, the downpayment on deposit may be reduced to $1,000 or two (2) percent of the downpayment amount listed in AT.15, whichever is larger.

Any downpayment amount temporarily reduced pursuant to this Subsection may be refunded or transferred at the request of Contractor. However, if Contractor has outstanding debt owing the United States, Contracting Officer must apply the amount of downpayment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3701, *et seq.*).

Upon Contractor's receipt of bill for collection and written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Contractor shall restore the downpayment to the full amount shown in AT.15 within 15 days after the date the bill for collection is issued, subject to the provisions of ET.4. Contractor shall not resume contract operations until the downpayment amount is fully restored.

ET.2.4 Refund of Excess Cash. If at any time the credit balance of Integrated Resource Account exceeds the charges for timber within Payment Units Released for Cutting and for designated material not included in AT.2 that Forest Service estimates will be cut within the next 60 days, any portion of such excess that is due to cash in the account shall be refunded, if requested by Contractor, unless deposited under ET.2.1.1, ET.2.1.3, or ET.2.1.7. If Contractor plans no cutting within the next 60 days, Forest Service may refund the entire unencumbered cash balance, except as provided in this Subsection. However, Forest Service shall not reduce the credit balance below the total value of partially cut Payment Units and designated material not included in AT.2 that is cut before operations cease. After a refund for a shutdown, deposits shall be made to meet the requirements of ET.2.1.2 before additional timber may be cut.

ET.2.5 Refund after Final Charges for Released Timber. Any cash deposit, in excess of that required to meet charges under ET.2, shall be refunded or transferred within 15 days of Contractor's request after final charges for Included Timber have been made, except for amounts estimated to be required under JT.5.

ET.3 Payment Guaranteed by Bond or Deposited Securities. To guarantee payment, Contractor may furnish and maintain an acceptable surety bond or deposit in a Federal Depository negotiable securities of the United States. The securities shall be deposited through the Regional Fiscal Agent accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within 15 days of billing by Forest Service. The penal sum of such surety bond or the market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed.

For payment purposes, penal sum of the surety bond or market value at time of deposit of negotiable securities shall be in lieu of the performance bond furnished under JT.1.

ET.3.1 Blanket Bond. If Contractor furnishes an acceptable bond, or deposits securities, in accordance with ET.3, to guarantee payment for timber from this and other contracts within the same National Forest, the amount of such bond or deposited securities shall be allocated to such contracts by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this contract shall be reallocated to other contracts at Contractor's request. Contractor shall not start cutting hereunder until this contract receives an allocation that will meet the obligation for payment guarantee.

ET.3.2 Letters of Credit for Payment Bond. Notwithstanding the provisions of ET.3, Contractor may use letters of credit in lieu of a surety bond for payment bond purposes when approved by Contracting Officer.

ET.4 Payments Not Received. (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 allowed in the bill for collection for receipt of payment, 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 allowed in the bill for collection for receipt of payment 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 allowed 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 higher of the Current Value of Funds Rate or the Prompt Payment 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.

FT.0—TRANSPORTATION FACILITIES

FT.1 Authorization. Contractor is authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for harvesting Included Timber and completing stewardship projects on National Forest and other lands where Forest Service has such authority. As used in this contract "construct" includes "reconstruct."

Location and construction of Specified Roads shall be in accordance with FT.2. Unless otherwise provided herein, construction may be progressive during this contract. Maintenance shall be governed by FT.3. The location and clearing widths of all Temporary Roads or facilities shall be agreed to in writing before construction is started. "Temporary Roads" are roads other than Specified Roads that are constructed by Contractor for the purpose of harvesting Included Timber or completing stewardship projects.

Contractor is authorized to cut and use for construction without charge construction timber designated by agreement.

FT.1.1 Requirements of Rights-of-Way. Contractor's road construction and use of rights-of-way identified in attached list or KT-FT.1.1 shall be confined to rights-of-way and limited by the related easements and stipulations, if any, unless Contractor makes other arrangements that will not infringe upon or adversely affect the grantee's rights. Easements or right-of-way documents are available in the offices of the Forest Supervisor and District Ranger.

FT.1.2 Use of Roads by Contractor. Except as provided herein, Contractor is authorized to use existing National Forest system roads and Specified Roads listed in AT.7, when Forest Service determines that such use will not cause damage to the roads or National Forest resources.

If Contractor's use of an existing temporary or National Forest system road, not listed in AT.7, cannot be satisfactorily accommodated without reconstruction, Contractor shall be authorized to use such road upon agreement as to the minimum reconstruction work that Contractor shall perform before hauling. When appropriate, such road shall be included in AT.7 as an alternate facility under FT.2.6.

KT-FT.1.2 lists existing roads shown on Contract Area Map that for such reasons as limitations in structural capacity, safety, and protection of soil, water, and roads:

(a) Cannot be used for log hauling or

(b) May be used only under the restrictive limitations stated therein.

FT.2 Specified Roads. "Specified Roads" are roads, including related transportation facilities and appurtenances, shown on Contract Area Map and listed in AT.7. Contractor shall construct Specified Roads used under this contract. Construction initiated by Contractor on any such Specified Road shall be completed to an agreed terminus that meets Contractor's needs and prevents unnecessary impact on National Forest resources. Construction to such terminus shall be in full accordance with Plans and specifications identified in AT.7 or specifications and the Schedule of Items attached hereto, except for agreed adjustments needed to accommodate such terminus. For each pay unit, the "Schedule of Items" itemizes quantity of work and materials and cost, with method of measurement and basis for payment. Forest Service shall revise the Schedule of Items to show the estimated cost for the portion constructed to the revised terminus as a separate segment.

A Temporary Road shall not be constructed substantially on the location for a Specified Road, except by agreement.

In event of agreed substitution or revision of construction design, specifications, or performance responsibility under FT.2.1.2, FT.2.5, FT.2.6, or KT-FT.2.1.5, AT.7 shall be modified. If Contractor does not need a Specified Road or a portion of a Specified Road for harvesting Included Timber or completing stewardship projects and the Specified Road is not constructed, the deletion of the road or road segment will be a mutually agreed Design Change and Integrated Resource Account will be adjusted for the reduction in cost, as provided in FT.2.5.

References in the contract to specifications, standards, or test methods adopted by the American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), General Services Administration (GSA), or other recognized national technical associations shall mean specifications, standards, or test methods, including interim or tentative issues, that are in effect on the date of contract advertisement.

FT.2.1 Engineering. Forest Service completed survey and design for Specified Roads prior to contract advertisement, unless otherwise shown in AT.8 or Contractor survey and design are specified in AT.7. On those roads for which Forest Service completes the design during the contract, the design quantities shall be used as the basis for revising estimated costs stated in the Schedule of Items and adjusting Integrated Resource Account.

Forest Service engineering shall be completed according to the schedule in AT.8. Should Forest Service be unable to perform the designated survey and design by the completion date or other agreed to time, upon written agreement, Contractor shall assume responsibility for such work. In such event, Contracting Officer shall revise:

(a) AT.7 to show Contractor's performance responsibility.

(b) The Schedule of Items to include costs of survey and design, as provided under FT.2.4, and adjust Integrated Resource Account, as provided in FT.2.5. Forest Service shall calculate such costs, using unit rates comparable with those used in the Schedule of Items.

Contractor shall furnish a schedule to Forest Service of specific dates for the start of construction. The schedule of construction shall be submitted to Forest Service for approval within 60 days after contract award and prior to beginning work. Contractor's construction schedule shall reflect Forest Service survey and design completion dates. Forest Service may agree to Contractor's request for an alternate date for starting construction.

Contractor shall perform survey, design, and construction staking of Specified Roads to be engineered by Contractor in accordance with specifications attached hereto. Based upon the quantities developed by such design, as approved by Forest Service, Contracting Officer shall revise the estimated costs stated in the Schedule of Items and adjust Integrated Resource Account. The methods of computing such revised costs shall be consistent with the methods that would have been used had the engineering been performed prior to contract advertisement.

FT.2.1.1 Contract Plans. "Plans" are documents that show location, details, and dimensions of the work to be performed. On any of the contract Plans where a portion of the work is drawn out and the remainder is shown in outline, the parts drawn out shall apply to all other like portions of the work.

"Shop Drawings" include drawings, diagrams, layouts, schematics, descriptive literature, illustrations, lists or tables, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the work required by the contract. Contractor shall submit a minimum of five (5) sets of required Shop Drawings to Forest Service, three (3) sets of which will be retained by Forest Service. Shop Drawings shall not exceed 24 inches by 36 inches in size. Approval or rejection and date will be noted or stamped on each set. Unless agreed otherwise, Forest Service shall approve or reject the Shop Drawings within 10 days of submission. Such approval of the Shop Drawings shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. If the Shop Drawings are rejected, Contractor must make the noted revisions and resubmit the Shop Drawings.

A change in the amount of construction work that exceeds construction tolerances specified in the specifications identified in AT.7 caused by a Forest Service error in construction staking shall be treated as a Design Change. When incompatible situations arise between Plans, specifications, and actual conditions on the ground, Contractor shall make corrections pursuant to FT.2.5.3.

FT.2.1.2 Construction Staking. Contractor shall avoid careless or negligent damage to construction stakes, flags, or marks. If such damage occurs, Contractor shall be required to replace stakes necessary to construction. Contractor's replacement staking shall be approved by Forest Service. Alternatively, upon Contractor's request, Contracting Officer may agree to perform such work under ET.2.1.8.

When AT.7 shows that construction stakes are to be set by Forest Service after clearing, Contractor shall submit to Forest Service a written schedule for clearing, construction staking, and construction that will provide Forest Service a reasonable period for setting construction stakes. Time for setting construction stakes may be modified by written agreement.

If Forest Service performs construction staking for Specified Roads, timing of such staking shall permit Contractor's clearing and other construction activity to proceed without hindrance or delay, provided Contractor's construction activity is reasonably consistent with needs identified in Contractor's Operating Schedule or amendments thereto.

Should Forest Service be unable to perform construction staking in such reasonable period, upon written agreement, Contractor shall assume the responsibility for construction staking for agreed upon portions of Specified Roads. In such event, Contracting Officer shall revise:

(a) AT.7 to show Contractor's performance responsibility.

(b) The Schedule of Items to include costs of construction staking, as provided under FT.2.4, and adjust Integrated Resource Account, as provided in FT.2.5. Forest Service shall calculate such costs, using unit rates comparable with those used in the Schedule of Items.

FT.2.2 Material Delivery. Within 60 days after award date, Contractor shall provide Forest Service a written schedule showing the desired delivery dates of any material to be supplied by Forest Service. With reasonable notice, schedule may be amended by agreement. Forest Service agrees to make delivery within 15 days after the scheduled delivery dates that are at least 60 days after the schedule is submitted, unless prevented by causes beyond control of Forest Service.

If Contractor does not provide Forest Service the written schedule within the period provided in this Subsection, Forest Service agrees to make delivery within 90 days after a late schedule is submitted, unless prevented by causes beyond control of Forest Service. After delivery to and written receipt by Contractor, Contractor is responsible for installation of needed material and for any loss of or damage to such material due to Contractor's negligence prior to installation or return of unused material to Forest Service.

At Contractor's option, Forest Service deliveries shall be to Contractor's storage area, as agreed, or to the nearest practicable point to the job site along existing roads. Unused material shall be returned to Forest Service at location of delivery, unless agreed otherwise.

FT.2.3 Use of Partially Constructed Roads. Unless Contracting Officer determines that there is justification under existing conditions and ground conditions permit hauling without undue damage, portions of Specified Roads shall be Substantially Completed prior to their use for hauling timber. When necessary to facilitate construction and protect bridges and roads from damage, timber felled in construction and timber logged directly to the road from areas immediately adjacent thereto may be hauled before road construction is Substantially Completed. Such hauling shall be confined to periods when abnormal soil erosion and damage to National Forest lands will not result.

"Substantially Completed" means:

(a) Completion of grading and installation of drainage structures so they will function effectively and

(b) Laying the specified depth of base course, if any, unless Contracting Officer determines that physical conditions make it impractical or ground conditions permit hauling without undue damage.

No more than half of Included Timber to be hauled over such portions of road shall be hauled until the base course has been applied.

Unless agreed otherwise, specified reconstruction shall be completed on any portion of road prior to hauling on that portion.

FT.2.4 Estimated Cost. Estimated costs by construction phases for Specified Roads listed in AT.7 are stated by segments in the Schedule of Items. Such estimated costs are subject to adjustment under DT.3, FT.2, FT.2.1, FT.2.1.2, FT.2.5, and FT.2.6. Appropriately adjusted costs shall be made a part of a revised Schedule of Items and shown as adjustments to Integrated Resource Account. The revised Schedule of Items shall supersede any prior Schedule of Items when it is dated and signed by Contracting Officer and a copy is furnished to Contractor.

FT.2.5 Construction Cost Adjustment. Contracting Officer, as provided in FT.2.1, FT.2.1.2, FT.2.5.1, FT.2.5.2, and FT.2.5.3, shall adjust Specified Road construction cost estimates in the Schedule of Items and show the adjustments as credits or debits to Integrated Resource Account in the month when the road segment is accepted.

FT.2.5.1 Variation in Quantities. (a) This Item applies only to differences between quantities shown in the Schedule of Items and measured quantities actually constructed and accepted that are not covered under FT.2.5.2 or FT.2.5.3. Only changes in quantities where other than contract quantities or lump sum is specified in the Schedule of Items are subject to this Item.

(b) Adjustments to the Specified Road construction cost for variation in quantities shall be computed at unit rates established in the Schedule of Items for units of work actually constructed and measured in accordance with specified method of measurement shown in the Schedule of Items and described in the specifications identified in AT.7, except that:

(i) When quantity of authorized work performed or material furnished by Contractor, under any item shown in the Schedule of Items and covered by this Item, is more than 115 percent of original quantity, use Current Unit Rates to calculate the adjustment for that portion of work above 115 percent of original quantity.

(ii) When quantity of authorized work performed or material furnished by Contractor, under any item shown in the Schedule of Items and covered by this Item, is less than 85 percent of original quantity, Forest Service shall make a revised estimate of cost for such work. Any revised estimate shall use the same procedures as those used in original estimates using rates comparable to those used in computing the most recent cost estimate for the contract. The revised cost estimate shall take into account any increase or decrease in unit rates that results from a reduction in quantity of work.

(c) "Current Unit Rates" are Forest Service estimates of the unit rates for doing the work at the time the adjustment is approved.

FT.2.5.2 Physical Change. (a) Forest Service shall adjust the Specified Road construction cost if, prior to acceptance under GT.3.6, a physical change, caused by a single event and not due to negligence of Contractor, results in an increase or decrease in work and/or materials furnished by Contractor involving additional estimated cost of:

(i) More than $10,000 or

(ii) More than 10 percent of total Specified Road construction cost, whichever is less.

(b) Increases to the Specified Road construction cost shall include cumulative estimated costs of repairing damage from things such as slides, washouts, landslips, and fire. Plans and specifications shall be revised when necessary to meet new conditions. Quantities of work and/or materials determined from such revised Plans and specifications, together with estimated quantities of work and/or materials abandoned, shall be the basis for the revised Specified Road construction cost.

(c) Forest Service shall determine difference in quantities for portions of Specified Road affected by physical change by comparing most recent previous quantities with total of:

(i) Estimated quantities actually constructed prior to physical change, including work abandoned, and

(ii) Estimated quantities to be constructed following physical change.

(d) Forest Service shall calculate the amount of increase to the Specified Road construction cost by applying:

(i) Current Unit Rates to differences when quantities increase and

(ii) Unit rates comparable to those used in computing most recent cost estimate for the contract when quantities decrease.

(e) When quantity of authorized work to be performed or material furnished by Contractor, under any item shown in the Schedule of Items, is reduced to less than 85 percent of original quantity, Forest Service shall make a revised estimate of cost for such work and adjust the Specified Road construction cost. Any revised estimate shall use the same procedures as those used in the original estimates using rates comparable to those used in the most recent cost estimate for the contract. The revised estimate shall take into account any increase or decrease in unit rates that results from a reduction in quantity of work.

FT.2.5.3 Design Change. (a) "Design Change" is a change in work and/or materials shown in the Schedule of Items and described in Plans or specifications that has been mutually agreed to in writing or ordered by Contracting Officer. Changes of a minor nature (such as adjustment in horizontal and vertical alignment, that do not exceed specified tolerance, necessary to maintain or balance earthwork quantities substantially as designed) and variation in quantities, as described in FT.2.5.1, shall not be considered Design Changes.

(b) Additions, deletions, or changes in types or diameter of culverts shown in Plans and changes in designated water sources shown on Plans shall be considered Design Changes.

(c) Forest Service may, by written notice from Contracting Officer, order changes in work to be performed and/or materials to be furnished by Contractor within general scope of the contract. Such work shall:

(i) Be due to differences between anticipated and actual field conditions,

(ii) Be necessary to construct Specified Roads to design standards, or

(iii) Be necessary to assure stability of Specified Roads.

(d) In addition, Contracting Officer may include work to protect resource values in ordered Design Changes. Such work must be related to construction of Specified Roads and be necessary to prevent damage to soil and water values immediately tributary to Specified Roads. Other Design Changes may be made by mutual written agreement.

(e) Forest Service shall revise Plans and specifications as necessary to meet new conditions. Quantities of work and/or materials determined from such revised Plans and specifications, together with quantities of work and/or materials abandoned, shall be the basis for adjusting the Specified Road construction cost.

(f) Forest Service shall determine the difference in quantities for the portion of Specified Road affected by Design Change by comparing the most recent previous quantities with the total of:

(i) Estimated quantities actually constructed prior to Design Change and

(ii) Estimated quantities to be constructed following Design Change.

(g) Calculate the amount of adjustment to the Specified Road construction cost by applying:

(i) Current Unit Rates to difference when quantities increase and

(ii) Unit rates comparable to those used in computing most recent cost estimates of the contract when quantities decrease.

(h) When quantity of authorized work to be performed or material furnished by Contractor, under any item shown in the Schedule of Items, is reduced to less than 85 percent of original quantity, Forest Service shall make a revised estimate of cost of such work and adjust the Specified Road construction cost. Any revised estimate shall use the same procedures as those used in original estimates using rates comparable to those used in the most recent cost estimate for the contract. The revised estimate shall take into account any increase or decrease in unit rates that results from a reduction in quantity of work.

FT.2.6 Alternate Facilities. If under Contractor's Operating Schedule, roads needed for the removal of Included Timber differ substantially from Specified Roads, other roads may be added to AT.7. Contracting Officer shall assure that road routing, location, design, and needed easements will make such other roads acceptable as parts of the National Forest transportation facilities. Contractor shall provide survey, design, and construction staking for such other roads.

Based on design quantities from such engineering, Forest Service shall estimate Specified Road construction costs of alternate facilities, using methods consistent with those used in the original computation of the Schedule of

Items. If Specified Road construction costs for acceptable alternate facilities are less than the estimated costs of facilities listed in the original Schedule of Items that Contractor does not construct, Integrated Resource Account shall be adjusted by Forest Service to reflect the reduction in costs. In event of rate redetermination under DT.3, such allowed costs shall be the redetermined estimated costs of facilities listed in the original Schedule of Items that Contractor does not construct.

FT.2.7 Temporary Credit for Unamortized Specified Road Construction Cost. When, under IT.3.3, Contracting Officer requests Contractor to delay or interrupt Contractor's Operations for more than 90 days, the unamortized cost of Specified Roads shall be credited to Contractor's Integrated Resource Account upon the written request of Contractor or at the discretion of Contracting Officer. The amount credited to Contractor shall be limited to stumpage paid above Base Rates.

Any Specified Road construction cost credited to Contractor pursuant to this Subsection may be refunded or transferred at the request of Contractor. However, if Contractor has outstanding debt owing the United States, Contracting Officer must apply the amount of credit that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended.

Upon written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Contractor shall pay for timber a per unit amount, in addition to Current Contract Rates, that is equal to the amount credited to Contractor's Integrated Resource Account divided by 80 percent of the estimated remaining volume of the contract, until the full amount credited to Contractor has been returned.

FT.3 Road Maintenance. Contractor shall maintain roads, commensurate with Contractor's use, in accordance with Road Maintenance Requirements in KT-FT.3.1 and the Road Maintenance Specifications. Performance of road maintenance work by Contractor may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on Contractor's Operating Schedule under GT.3.1.

When two or more commercial users are simultaneously using the same road where Forest Service is not requiring maintenance deposits, the commercial users will develop maintenance responsibilities and arrangements for accomplishing the work. Forest Service must agree to this plan. If the commercial users cannot agree on maintenance responsibilities, Forest Service shall resolve the differences.

If Contractor elects to use different roads than those listed in KT-FT.3.1, Forest Service shall determine Contractor's commensurate share of road maintenance and revise road maintenance deposits in KT-FT.3.2.

If Forest Service cannot perform its full commensurate share of road maintenance, Forest Service shall make a cash payment to Contractor for performance of such work.

Unless agreed in writing, prehaul maintenance shall be completed on any portion of road prior to hauling on that portion. Maintenance, as used in this contract, does not include road reconstruction or repairs of an extraordinary nature.

FT.4 Use by Others. Forest Service shall have the right to use any road constructed by Contractor under this contract for any and all purposes in connection with the protection and administration of the National Forest. Other parties, in connection with the logging of tributary National Forest timber, may use roads constructed by Contractor hereunder when Contracting Officer determines that such use will not materially interfere with Contractor's Operations. Third party use shall be contingent upon Contracting Officer determining, and third party agreeing to pay, a fair share of maintenance cost commensurate with such commercial use.

Unless otherwise provided in KT-FT.4, Forest Service shall authorize other uses of roads constructed by Contractor hereunder only if:

(a) Contracting Officer makes appropriate arrangements to relieve Contractor of related maintenance costs commensurate with such other uses and

(b) Such other uses will not materially interfere with Contractor's Operations.

Where Contractor reconstructs a road having established use, Contractor's use during reconstruction and thereafter shall be such as to reasonably accommodate such established use. Contracting Officer shall ensure that other users do not materially interfere with Contractor's right to use such reconstructed road.

GT.0—OPERATIONS

GT.1 Representatives. Unless otherwise agreed, Contractor shall designate, in writing, a representative who is authorized to receive notices in regard to performance under this contract and take related action. In no case shall Contractor designate any representative to this contract who is currently debarred, proposed for debarment, or suspended by the Federal Government. Contractor's representative shall provide a copy of the contract to Contractor's field supervisor and persons authorized to assume responsibilities in the field supervisor's absence. Prior to initial operations and after shutdowns of 10 days or more, Contractor's representative shall notify Forest Service 2 days, excluding weekends and Federal holidays, before any operations begin on Contract Area.

Contractor's representative shall designate, in writing, a field supervisor, one of whose responsibilities shall be on-the-ground direction and supervision of Contractor's Operations. The field supervisor shall be readily available to the area of operations when operations are in progress and shall be authorized to receive notices in regard to perfor-

mance under this contract and take related action. The responsibilities of the field supervisor shall include the safeguarding of National Forest resources and performance within the terms of the contract. Contractor representative will furnish Forest Service with names of persons authorized to assume responsibilities in field supervisor's absence. Such delegations may be made a part of Contractor's annual Operating Schedule under GT.3.1.

Unless Contracting Officer designates another Forest Service representative and notifies Contractor in writing, the District Ranger is the representative of Forest Service. Forest Service representative shall:

(a) Receive notice in regard to performance under this contract,
(b) Take action in relation to this contract, and
(c) Be readily available to the area of construction, stewardship project work, and logging operations.

Contracting Officer or Forest Service representative shall designate other on-the-ground representatives in writing along with their specific contractual responsibilities and authority. Representatives with authority delegated in writing are the only Forest Service personnel authorized to provide notice or take related actions under the contract. Such delegation shall be made within 60 days of contract award.

GT.1.1 Notices. Notices by either party as to action taken or to be taken by the other respecting this contract shall be made in writing to the other party's designated representative.

GT.2 Improvements. Contractor is authorized to construct on National Forest land, buildings, facilities, and other improvements needed to log Included Timber and complete stewardship projects. Such construction shall be located where approved in writing by Forest Service and shall be constructed and used in a manner that will protect National Forest values.

Contractor shall comply with the rules and regulations governing the operation of premises that are occupied and shall perform the contract in a manner that will not interrupt or interfere with the conduct of Forest Service business.

Forest Service shall grant written permission before any camp, quarry, borrow pit, storage, or service area, other than as shown on Plans, is opened or operated on National Forest land or administered lands. A camp is interpreted to include the campsite or trailer parking area of any employee, agent, Subcontractor or their employees or agents working on the stewardship project for Contractor. Such permission, if granted, shall be without charge to Contractor.

GT.2.1 Removal. Unless Forest Service authorizes continued use, Contractor shall remove or dispose of all improvements when no longer needed. Should Contractor fail to remove or dispose of improvements within 6 months after Termination Date, Forest Service may dispose of improvements at Contractor's expense under JT.5 or may, upon written notice to Contractor, assume title to improvements in the name of the United States. In the latter event, Contractor shall not be required to remove such improvements.

GT.2.2 Protection of Improvements. So far as practicable, Contractor shall protect Specified Roads and other improvements (such as roads, trails, telephone lines, ditches, and fences):

(a) Existing in the operating area,
(b) Determined to have a continuing need or use, and
(c) Designated on Contract Area Map.

Contractor shall keep roads and trails needed for fire protection or other purposes and designated on Contract Area Map reasonably free of equipment and products, slash, and debris resulting from Contractor's Operations. Contractor shall make timely restoration of any such improvements damaged by Contractor's Operations and, when necessary because of such operations, shall move such improvements, as specified in KT-GT.2.2.

GT.2.2.1 Protection of Improvements Not Owned by Forest Service. Forest Service will notify all utility companies, or other parties affected, and make arrangements for all necessary adjustments of the public utility fixtures, pipelines, and other appurtenances likely to be affected by Contractor's Operations.

When Contractor's Operations are adjacent to properties of railway, telephone, or power companies, or other property, work shall not begin until Contractor has identified actions necessary to prevent damage.

Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and/or rearrangement operations in order that these operations may progress in a reasonable manner, utility duplication or rearrangement work may be reduced to a minimum, and services shall not be unnecessarily interrupted.

In the event of interruption to utility services because of accidental breakage or as a result of lines being exposed or unsupported, Contractor shall promptly notify the proper authority and shall cooperate with that authority in the restoration of service until the service is restored.

When materials are to be hauled across the tracks of any railway, Forest Service will make arrangements with the railroad for the use of any existing crossing or for any new crossing required. Contractor shall make arrangements for use of alternate crossings. All construction work to be performed by Contractor on the railroad right-of-way shall not damage railroad company's property.

GT.2.2.2 Protection of Property. In construction and reconstruction of Specified Roads, Contractor shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features, unless specifically authorized. To the extent practicable, Contractor shall confine operations to within the clearing limit or other areas designated in the contract and prevent the depositing of rocks, excavated materials, stumps, or other debris outside these limits.

Material that falls outside these limits shall be retrieved, disposed of, or incorporated in the work to the extent practicable and necessary to protect adjacent resource values, unless otherwise agreed.

GT.2.3 Protection of Land Survey Monuments. Forest Service shall appropriately designate on the ground all known survey monuments, section corners, and other corner accessories. Forest Service shall post identifying signs on two sides of each known bearing tree.

Forest Service shall arrange protective or perpetuative action that does not cause unnecessary delay to Contractor in authorized clearings, such as Clearcutting Units and road construction, and in other instances where damage to monuments, section corners, and other corner accessories is unavoidable.

Contractor shall protect all known survey monuments, witness corners, reference monuments, and bearing trees against avoidable destruction, obliteration, or damage during Contractor's Operations. If any known monuments, corners, or accessories are destroyed, obliterated, or damaged by Contractor's Operations, Contractor shall hire the appropriate county surveyor or a registered land surveyor to reestablish or restore at the same location the monuments, corners, or accessories. Such surveyors shall use procedures in accordance with the Bureau of Land Management "Manual of Instructions for the Survey of the Public Lands of the United States" for General Land Office surveys and in accordance with State law for others. Contractor shall record such survey in appropriate county records.

GT.2.4 Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources. Locations of known areas needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Contract Area Map and/or identified on the ground. Special protection measures needed to protect such known areas are identified in KT-GT.2.4.

In addition to any special protection measures noted, Contractor has a general duty to protect all known and identified resources referenced in this Subsection from damage or removal during Contractor's Operations. Discovery of additional areas, resources, or members of species needing special protection shall be promptly reported to the other party, and operations shall be delayed or interrupted at that location, under IT.3.3, if Contracting Officer determines there is risk of damage to such areas, resources, or species from continued operations.

Wheeled or track-laying equipment shall not be operated in areas identified as needing special measures for the protection of cultural resources, except on roads, landings, tractor roads, or skid trails approved under FT.1 or GT.4.2.2. Unless agreed otherwise, trees will not be felled into such areas. Contractor may be required to backblade skid trails and other ground disturbed by Contractor's Operations within such areas in lieu of cross ditching required under GT.6.

Contractor shall immediately notify Forest Service if disturbance occurs to any area identified as needing special protection measures and shall immediately halt operations in the vicinity of the disturbance until Forest Service authorizes Contractor to proceed. Contractor shall bear costs of resource evaluation and restoration to identified sites. Such payment shall not relieve Contractor from civil or criminal liability otherwise provided by law.

Nothing in this Subsection shall be interpreted as creating any warranty that all locations and special measures for the protection of plants, animals, cultural resources, and cave resources have been described herein, elsewhere in the contract, or designated on the ground.

GT.3 Control of Operations. Under this contract, "Contractor's Operations" shall include activities of or use of equipment of Contractor, Contractor's employees, agents, Subcontractors, or their employees or agents, acting in the course of their employment in operations hereunder on National Forest lands or within Forest Service protection boundary (unless acting under the immediate supervision of Forest Service).

Contractor's Operations shall be conducted in a workmanlike and orderly manner. The timing of required Forest Service designation of work on the ground and the performance of other Forest Service work shall not be such as to cause unnecessary delay to Contractor.

"Release for Cutting" is written authorization to Contractor to begin cutting in a Payment Unit. Upon Contractor's request for release of a Payment Unit, Forest Service shall either:

(a) Give tentative approval and bill Contractor as necessary under ET.2.1 or

(b) Reject the request, stating reasons for rejection.

When payment or payment guarantee has been confirmed, Forest Service shall issue Release for Cutting within 10 days. Contractor shall not cut timber in any Payment Unit until it is Released for Cutting.

GT.3.1 Operating Schedule. Contractor shall, before commencing operations, provide in writing an annual Operating Schedule of anticipated major activities and needs for logging Included Timber and completing stewardship projects, such as logging, road maintenance, and construction, including construction staking under FT.2.1.2 and material delivery under FT.2.2. Upon reasonable notice to Forest Service, such schedule shall be subject to modifications necessitated by weather, markets, or other unpredictable circumstances.

Subject to GT.6 and when the requirements of GT.6.6 are met, Contractor's Operations may be conducted outside Normal Operating Season. "Normal Operating Season" is the period(s) beginning and ending on the dates stated in AT.13 of any year.

GT.3.1.1 Inclusion of Technical Proposal. Upon execution of the contract, all elements of the Technical Proposal accepted by Forest Service become binding parts of the contract, including, but not limited to, planned peri-

ods for and methods of road construction, timber harvesting, performance of stewardship projects, slash disposal, erosion control measures, and other contractual requirements. In addition, Contractor may not substitute a Subcontractor that has been accepted in the Technical Proposal with an alternate Subcontractor, unless Contracting Officer agrees to substitution.

Contractor may revise this Technical Proposal when necessitated by weather, markets, or other unforseen circumstances beyond the Contractor's control, subject to approval of Contracting Officer. In the event of delays beyond the control of Contractor that qualify for Contract Term Adjustment, the Technical Proposal shall be adjusted by mutual agreement to accommodate the adjusted contract period.

GT.3.1.2 Plan of Operations for Road Construction. Annually, prior to start of construction, Contractor shall submit a supplement to the Technical Proposal that shall include a schedule of proposed progress and a description of planned measures to be taken to provide erosion control for work in progress, including special measures to be taken on any segments of construction not Substantially Completed prior to periods of seasonal precipitation or runoff. Contractor shall submit a revised schedule when Contractor proposes a significant deviation from the progress schedule.

Prior to beginning construction on any portion of Specified Roads identified as sensitive on Plans, Contractor and Forest Service shall agree on proposed method of construction.

GT.3.2 Protection of Residual Trees. Contractor's Operations shall not unnecessarily damage young growth or other trees to be reserved.

GT.3.3 Safety. Contractor's Operations shall facilitate Forest Service's safe and practical inspection of Contractor's Operations and conduct of other official duties on Contract Area. Contractor has all responsibility for compliance with safety requirements for Contractor's employees.

In the event that Contracting Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract shall be modified and Contractor may request an adjustment in Current Contract Rates to compensate for the changed conditions.

Unless otherwise agreed in writing, when Contractor's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's Operations. Contractor and Forest Service shall agree to a specific Traffic Control Plan for each individual project prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) and as shown on Plans, Contract Area Map, Traffic Control Plan, or in specifications attached hereto.

GT.3.4 Sanitation and Servicing. Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by Contractor's Operations. If facilities for employees are established on Contract Area, they shall be operated in a sanitary manner. In the event that Contractor's Operations or servicing of equipment result in pollution to soil or water, Contractor shall conduct cleanup and restoration of the polluted site to the satisfaction of Forest Service.

Contractor shall maintain all equipment operating on Contract Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. Contractor shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Contractor shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. Contractor shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

GT.3.4.1 Prevention of Oil Spills. If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States.

If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, Contractor shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer.

Contractor shall notify Contracting Officer and appropriate agencies of all reportable (40 CFR 110) spills of oil or oil products on or in the vicinity of Contract Area that are caused by Contractor's employees, agents, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor's Operations. Contractor will take whatever initial action may be safely accomplished to contain all spills.

GT.3.4.2 Hazardous Substances. Contractor shall notify the National Response Center and Contracting Officer of all releases of reportable quantities of hazardous substances on or in the vicinity of Contract Area that are caused by Contractor's employees, agents, Subcontractors or their employees or agents, directly or indirectly, as a result of Contractor's Operations, in accordance with 40 CFR 302.

GT.3.5 Equipment Cleaning. (a) Areas, known by Forest Service prior to contract advertisement, that are infested with invasive species of concern are shown on Contract Area Map. A current list of invasive species of concern and a map showing the extent of known infestations is available at the Forest Supervisor's Office.

(b) Contractor shall not move any Off-Road Equipment, which last operated in an area that is infested with one or more invasive species of concern onto Contract Area without having first taken reasonable measures to make each such piece of equipment free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. Contractor shall identify the location of the equipment's most recent operations. If the prior location of the Off-Road Equipment cannot be identified, Forest Service will assume that it is infested with seeds of invasive species of concern. In addition, prior to moving Off-Road Equipment from an area on this contract that is shown on Contract Area Map to be infested with invasive species of concern to any other area that is indicated on Contract Area Map as being free of invasive species of concern, Contractor shall again take reasonable measures to make each such piece of equipment free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds.

(c) Contractor must advise Forest Service of measures taken to clean Off-Road Equipment and arrange for Forest Service inspection prior to such equipment being placed in service or moved from areas infested with invasive species of concern to areas that are free of such invasive species. Forest Service shall have 2 days, excluding weekends and Federal holidays, to inspect equipment after it has been made available for inspection. After inspection or after 2 days, Contractor may proceed with operations. Reasonable measures shall not require the disassembly of equipment components or use of any specialized inspection tools. Equipment shall be considered free of soil, seeds, and other such debris when a visual inspection does not disclose such material.

(d) "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

(e) If Contractor desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to a new area that is free of invasive species of concern, Contractor and Forest Service shall agree on locations for the cleaning and control of off-site impacts, if any.

(f) New infestations of invasive species of concern to Forest Service, identified by either Contractor or Forest Service on Contract Area, shall be promptly reported to the other party and operations shall be delayed or interrupted at that location, under IT.3.3, until Contractor and Forest Service agree on treatment methods.

(g) Nothing in this Subsection shall be interpreted as creating any warranty that all locations of invasive species of concern have been described herein, elsewhere in the contract, or designated on the ground.

GT.3.6 Acceptance of Work. Upon Contractor's written request and assurance that work has been completed, Forest Service shall perform an inspection within 5 days, excluding weekends and Federal holidays, so as not to delay unnecessarily the progress of Contractor's Operations. Such a request may be for acceptance of:

(a) Any reasonable portion of Specified Road listed in the Schedule of Items;

(b) Specific requirements on a Payment Unit (such as logging, stewardship project operations, slash disposal, erosion control, or snag felling); or

(c) All contract requirements on a Payment Unit.

Forest Service may perform such inspections without request from Contractor.

Within 2 days of inspection, excluding weekends and Federal holidays, Forest Service shall furnish Contractor with written notice either of acceptance or of work remaining to be done.

In the event that Forest Service is unable to make such inspection within 5 days of Contractor's request, Contractor shall be notified in writing of necessity for postponement and time when inspection can be made. The same final approval procedure shall be used at the end of Contractor's construction period on any completed portion of road.

When all contractual work of Contractor has been accepted for any Payment Unit or stewardship project area, it shall be eliminated from Contract Area on written notice of either party to this contract.

GT.3.6.1 Acceptance of Specified Roads. Specified Road work may be accepted subject to completion of clearing work that does not affect the road structure when completion is delayed for reasons beyond control of Contractor, such as adverse weather.

Specified Road work may be accepted subject to completion of planting and seeding for soil stabilization when completion is delayed for reasons beyond control of Contractor, such as seasonal limitations. Contractor shall complete planting or seeding on such road during the next suitable planting season.

Specified Road work may be conditionally accepted prior to the application of dust palliatives when application is not necessary to prevent dusting of the road surface due to climatic conditions. Contractor shall apply dust palliative on such roads prior to use during periods when dusting may occur.

Prior to request for final inspection, Specified Road work, roadways, borrow pits, and quarries, occupied and no longer needed by Contractor in connection with Contractor's Operations, shall be cleared of all rubbish, excess materials, and temporary structures.

GT.4 Conduct of Logging. Unless otherwise specifically provided herein, Contractor shall fell trees designated for cutting and shall remove the portions that meet Utilization Standards, as provided in CT.2, prior to acceptance of Payment Unit for completion of logging and stewardship projects under GT.3.6. Forest Service may make exceptions

for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber. Logging shall be conducted in accordance with the following, unless KT-GT.4 provisions set forth requirements to meet special or unusual logging conditions:

GT.4.1 Felling and Bucking. Felling shall be done to minimize breakage of Included Timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces set forth in AT.2. Contractor may buck out cull material when necessary to produce pieces meeting Utilization Standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net Measure in percentage of gross Measure, or based on the merchantability factor, whichever is stated in AT.2. If necessary to assess extent of defect, Contractor shall make sample saw cuts or wedges.

GT.4.1.1 Felling in Clearings. Insofar as ground conditions, tree lean, and shape of clearings permit, trees shall be felled so that their tops do not extend outside Clearcutting Units, construction clearings, and areas of regeneration cutting.

GT.4.1.2 Stump Heights. Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in AT.6, except that occasional stumps of greater heights are acceptable when Contractor determines that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, Contractor shall re-cut high stumps so they will not exceed heights specified in AT.6 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in AT.6 were selected with the objective of maximum reasonable utilization of the timber, unless Contract Area Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.

GT.4.1.3 Limbing. When Forest Service determines it is necessary to minimize damage to the residual stand during skidding, Contractor shall cut exposed limbs from products prior to skidding. Contractor may leave uncut those limbs that cannot be cut with reasonable safety.

GT.4.2 Skidding and Yarding. Methods of skidding or yarding specified for particular areas, if any, are indicated on Contract Area Map. Outside Clearcutting Units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.

GT.4.2.1 Rigging. Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.

GT.4.2.2 Landings and Skid Trails. Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.

GT.4.2.3 Skidding on Roads. Products may be skidded on permanent roads authorized for hauling under FT.1.2 only by prior written agreement.

GT.4.2.4 Arches and Dozer Blades. Unless otherwise specified in KT-GT.4.2.4, skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside Clearcutting Units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.

GT.5 Streamcourse Protection. "Streamcourses" that are subject to provisions of this Section are shown on Contract Area Map. Unless otherwise agreed, the following measures shall be observed to protect Streamcourses:

(a) Contractor's Operations shall be conducted to prevent debris from entering Streamcourses, except as may be authorized under paragraph (d). In event Contractor causes debris to enter Streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, Contractor shall remove such debris as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to Streamcourses.

(b) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to Streamcourses. Trees or products shall not be otherwise hauled or yarded across Streamcourses unless fully suspended.

(c) Wheeled or track-laying equipment shall not be operated in Streamcourses, except at crossings designated by Forest Service or as essential to construction or removal of culverts and bridges.

(d) Flow in Streamcourses may be temporarily diverted only if such diversion is necessary for Contractor's planned construction and Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

GT.6 Erosion Prevention and Control. Contractor's Operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. Contractor shall adjust the kinds and intensity of erosion control work done to ground and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

If Contractor fails to do seasonal erosion control work prior to any seasonal period of precipitation or runoff, Forest Service may temporarily assume responsibility for the work and any unencumbered deposits hereunder may be used by Forest Service to do the work. If needed for such work, Contractor shall make additional deposits on request by Forest Service. Any money deposited or used for this purpose shall be treated as cooperative deposits under ET.2.1.8.

GT.6.1 Meadow Protection. Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on Contract Area Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved under FT.1 or GT.4.2.2. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.

GT.6.2 Wetlands Protection. Wetlands requiring protection under Executive Order 11990 are shown on Contract Area Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved under FT.1 or GT.4.2.2. Additional measures needed to protect such areas are provided in KT-GT.6.2.

GT.6.3 Temporary Roads. As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, Contractor shall employ such measures as outsloping, drainage dips, and water-spreading ditches.

After a Temporary Road has served Contractor's purpose, Contractor shall give notice to Forest Service and shall remove bridges and culverts, eliminate ditches, outslope roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions, and build cross ditches and water bars, as staked or otherwise marked on the ground by Forest Service. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.

GT.6.3.1 Temporary Roads to Remain Open. To maintain short term access to portions of Contract Area for post-contract treatments and other purposes after a Temporary Road has served Contractor's purpose, pursuant to GT.6.3, Contractor agrees, that on Temporary Roads designated on Contract Area Map as "Remain Open," to construct cross ditches and water bars, as designated, staked, or otherwise directed by Forest Service, that can be traversed by a normal two-wheel drive pickup truck. On "Remain Open" Temporary Roads, all bridges and culverts shall remain in place and ditches shall not be eliminated. All drainage structures shall be left in functional condition.

GT.6.4 Landings. After landings have served Contractor's purpose, Contractor shall ditch and slope them to permit water to drain or spread. Unless agreed otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.

GT.6.5 Skid Trails and Fire Lines. Contractor shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where staked or otherwise marked on the ground by Forest Service. Forest Service shall designate cross ditching on Contractor-built fire lines prior to or during construction. By agreement, Contractor may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.

GT.6.6 Current Operating Areas. Where logging, road construction, or other stewardship project work is in progress but not completed, unless agreed otherwise, Contractor shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion.

Such protection shall be provided, prior to end of a Normal Operating Season, for all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations after Normal Operating Season, Contractor shall keep such work on any additional disturbed areas as up to date as practicable.

GT.6.7 Erosion Control Structure Maintenance. During the period of this contract, Contractor shall provide maintenance of soil erosion control structures constructed by Contractor until they become stabilized, but not for more than 1 year after their construction. Contracting Officer may agree to perform such structure maintenance under ET.2.1.8, if requested by Contractor, subject to agreement on rates. Contractor shall not be responsible for repair of such structures damaged by other National Forest users whose activities are not a part of Contractor's Operations.

GT.7 Slash Disposal. Contractor's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by Contractor are stated in KT-GT.7 and are in addition to Required Deposits for slash disposal.

GT.8 Measuring. "Measuring" is the estimation of timber quantities using certain dimensions and applicable volume tables or formulae to determine the contents of trees or stands in a standard manner. Sampling may be on an individual tree or area basis. Examples of standard procedures are tree measurement, sample tree measurement, and area estimate. The quantity of timber designated or to be designated for cutting has been or shall be Measured, as specified in KT-GT.8.

GT.8.1 Product Identification. For contracts west of the 100th meridian, before removal from Contract Area, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Contractor shall:

(a) Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter.

(b) West of the 100th meridian, paint with a spot of highway-yellow paint all domestic processing products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Each paint spot must be not less than three (3) square inches in size.

Contracting Officer shall assign brands and, if Contract Area is within a State that maintains a log brand register, brands shall be registered with the State. Contractor shall use assigned brand exclusively on logs from this contract until Contracting Officer releases brand. Contractor will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed. Contractor shall replace identifying marks if they are lost, removed, or become unreadable. Contractor may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill in-feed process immediately before processing, remanufactured products must be rebranded with the assigned contract brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by Contracting Officer. For such remanufactured products, Contracting Officer may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned contract brand.

GT.9 Stewardship Projects. Performance of stewardship projects shall be in accordance with the specifications in KT-GT.9.

All of the mandatory stewardship projects, as shown in AT.4.4, shall be performed. Optional stewardship projects, as shown in AT.4.4, shall be performed when authorized in writing by Contracting Officer. Such authorization may be for all or a portion of the quantity shown. Optional stewardship projects may be selected and authorized in any order by the Contracting Officer. Upon written request of Contractor, additional optional stewardship projects shall be authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship projects if three or more authorized optional stewardship projects or any of the mandatory stewardship projects remain uncompleted. Contracting Officer shall not be obligated to authorize additional optional stewardship projects at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship projects.

GT.9.1 Refund of Unused Stewardship Credits. When, under IT.3.3, Contracting Officer requests Contractor to delay or interrupt Contractor's Operations for more than 60 days, unused Stewardship Credits may be refunded upon the written request of Contractor or at the discretion of Contracting Officer.

Contractor agrees that when unused Stewardship Credits are refunded that Contractor shall remit, release, and forever discharge the United States from any and all Claims arising from any delay in using Stewardship Credits under this contract, including, but not limited to, any Claims of interest or other costs.

If Contractor has outstanding debt owing the United States, Contracting Officer must apply the amount of Stewardship Credit that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended.

HT.0—FIRE PRECAUTIONS AND CONTROL

HT.1 Plans. Prior to initiating Contractor's Operations during Fire Precautionary Period, Contractor shall file with Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on Contract Area and other areas of Contractor's Operations. Such plan shall include a detailed list of personnel and equipment at Contractor's disposal for implementing the plan. This requirement may be met by preparing a single plan for more than one contract.

HT.2 Fire Precautions. Specific fire precautionary measures listed in KT-HT.2 shall be applicable during Contractor's Operations in "Fire Precautionary Period" described in AT.9. Contracting Officer may change the dates of Fire Precautionary Period by advance written notice, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during Contractor's Operations in Fire Precautionary Period.

HT.2.1 Substitute Precautions. Forest Service may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.

HT.2.2 Emergency Precautions. Forest Service may require the necessary shutting down of equipment on portions of Contractor's Operations, as specified by the emergency fire precautions schedule of KT-HT.2.2. Under such conditions, after Contractor ceases active operations, Contractor shall release for hire by Forest Service, if needed, Contractor's shutdown equipment for fire standby on Contract Area or other areas of Contractor's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by Contractor for other fire fighting or protection from fire. Equipment shall be paid for at fire fighting equipment rates common in the area or at prior agreed rates and, if Contractor requests, shall be operated only by personnel approved by Contractor. Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire fighting rates common in the area or at prior agreed rates.

HT.3 Fire Control. Contractor shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from Contractor's Operations and to suppress any

forest fire on Contract Area. Contractor's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Contractor's disposal on Contract Area or within the distance of Contract Area stated in AT.10.

HT.3.1 Contractor's Reinforcement Obligations. Whenever an Operations Fire or Negligent Fire, whether on or off Contract Area, or any other forest fire on Contract Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by Contractor until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:

HT.3.1.1 Suspend Operations. To suspend any or all of Contractor's Operations.

HT.3.1.2 Personnel. To release for employment by Forest Service any or all of Contractor's personnel engaged in Contractor's Operations or timber processing within the distance of Contract Area stated in AT.10. Any organized crew so hired shall include Contractor's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.

HT.3.1.3 Equipment. To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of Contractor's equipment suitable for fire fighting and currently engaged in Contractor's Operations within the distance of Contract Area stated in AT.10. Equipment shall be operated only by personnel approved by Contractor, if so requested by Contractor.

HT.4 Fire Suppression Costs. Contractor's obligations for cost of fire suppression vary according to three classifications of fires as follows:

HT.4.1 Operations Fire. An "Operations Fire" is a fire caused by Contractor's Operations other than a Negligent Fire.

Forest Service, except as provided in HT.3, shall use cooperative deposits under ET.2.1.8 to perform fire suppression activities on Operations Fires. Contractor agrees to reimburse Forest Service for such cost for each Operations Fire, subject to a maximum of the dollar amount stated in AT.11. The cost of Contractor's actions, supplies, and equipment on any such fire provided pursuant to HT.3, or otherwise at the request of Forest Service, shall be credited toward such maximum. If Contractor's actual cost exceeds Contractor's obligation stated in AT.11, Forest Service shall reimburse Contractor for the excess.

HT.4.2 Negligent Fire. A "Negligent Fire" is a fire caused by negligence or fault of Contractor's Operations, including, but not limited to, one caused by smoking by persons engaged in Contractor's Operations during the course of their employment, or during rest or lunch periods; or if Contractor's failure to comply with the requirements of HT.2 and HT.3 results in a fire starting or permits a fire to spread. Damages and the cost of suppressing Negligent Fires shall be borne by Contractor.

HT.4.3 Other Fires on Contract Area. Forest Service shall pay Contractor, at fire fighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by Contractor pursuant to HT.3, or otherwise at the request of Forest Service, on any fire on Contract Area other than an Operations Fire or a Negligent Fire.

HT.5 State Law. Contractor shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recoverable in an action based on State law, except for such costs resulting from Operations Fires. Amounts due Contractor for fire fighting expenditures in accordance with HT.4.1 shall not be withheld pending settlement of any such claim or action based on State law.

HT.6 Performance by Contractor. Where Contractor's employees, agents, contractors, Subcontractors, or their employees or agents perform Contractor's Operations in connection with fire responsibilities, Contractor's obligations shall be the same as if performance was by Contractor.

IT.0—OTHER CONDITIONS

IT.1 Title and Liability.

IT.1.1 Title Passage. All right, title, and interest in and to any Included Timber shall remain in Forest Service until it has been Measured, removed from Contract Area or other authorized cutting area, and paid for, at which time title shall vest in Contractor. For purposes of this Subsection, timber in Payment Units Released for Cutting covered by cash deposit or payment guarantee under ET.3 shall be considered to have been paid for. Title to any Included Timber that has been Measured and paid for, but not removed from Contract Area or other authorized cutting area by Contractor on or prior to Termination Date, shall remain in Forest Service.

IT.1.2 Liability for Loss. If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses caused by insect or disease after felling of timber shall be borne by Contractor, unless Contractor is prevented from removing such timber for reasons that would qualify for Contract Term Adjustment. Deterioration or loss of value of salvage timber is not an unexpected event, except for deterioration due to delay or interruption that qualifies for Contract Term Adjustment or under IT.3.3.

In the event Included Timber to which Forest Service holds title is destroyed, Contractor will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current Contract Rates in effect at the time of the value loss shall be adjusted by differences to become the redetermined rates.

There shall be no obligation for Forest Service to supply, or for Contractor to accept and pay for, other timber in lieu of that destroyed or damaged. This Subsection shall not be construed to relieve either party of liability for negligence.

IT.2 Period of Contract. All obligations of Contractor shall be discharged not later than "Termination Date" stated in AT.12, unless it is adjusted pursuant to IT.2.1 or IT.2.1.2 or extended pursuant to IT.2.3 or IT.3.2, excepting only those obligations for which Forest Service has given written permission to delay performance. Such written permission shall be considered a Contract Term Adjustment for the purpose of Contractor completing performance of obligations covered by such permission.

IT.2.1 Contract Term Adjustment. "Contract Term Adjustment" means adjustment only as provided for in the three circumstances described in this Subsection. Under these circumstances, the contract term shall be adjusted in writing to include additional calendar days in one or more Normal Operating Seasons equal to the actual time lost, except as limited by paragraph (b) in this Subsection.

To qualify for such adjustment, Contractor shall give written notice of the lost time not later than 30 days after end of Normal Operating Season in which time was lost and at least 10 days before Termination Date. Contracting Officer shall make prompt written acknowledgment of such notice, indicating concurrence with the number of days in the notice or the number of days Forest Service considers as qualifying for the adjustment. Lost portions of days shall be disregarded in computing time lost. The three circumstances qualifying for a Contract Term Adjustment are:

(a) Contractor experiences delay in starting scheduled operations or interruptions in active operations, either of which stops removal of Included Timber from Contract Area through curtailment in felling and bucking, yarding, skidding and loading, hauling, or road construction, as scheduled under GT.3.1, for 10 or more consecutive days during a Normal Operating Season due to causes beyond Contractor's control, including, but not limited to, acts of God, acts of the public enemy, acts of the Government, labor disputes, fires, insurrections, or floods.

(b) Causes described in paragraph (a) substantially affect the disposition or processing of Included Timber during Normal Operating Season through their effects on primary timber processing facilities, with a resulting delay of 60 days or more in use of such facilities. In such event, Contract Term Adjustment shall not extend for more than 12 consecutive months.

(c) (i) Contracting Officer requests Contractor, in writing, to delay or interrupt operations during the normal operating season for any purpose other than suspension under ET.4 or JT.3 or

(ii) Contractor suffers a delay or interruption of Contractor's Operations affecting skidding, yarding, and loading because of fire emergency closure ordered by Forest Service (or another agency in its behalf), and the total of such lost time is 10 or more days during any Normal Operating Season.

If Termination Date is adjusted, as described in this Subsection, and later extended under IT.2.3, the appraisal for the extension shall be made as of the unadjusted Termination Date, but the date on which the new rates become effective, if higher than Current Contract Rates immediately prior to Termination Date, shall be the adjusted Termination Date.

IT.2.1.1 Delay in Reconstruction of Processing Facilities. Notwithstanding the 12-month limitation in IT.2.1, if Contractor demonstrates a diligent effort has been made to replace primary timber processing facilities and that delays in doing so have been beyond Contractor's control, Contracting Officer may authorize Contract Term Adjustment up to a total of 24 months.

IT.2.1.2 Market-Related Contract Term Addition. 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. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

The total amount of contract term addition is limited to the lesser of twice the length of the original contract or 3 years. The revised contract term may not 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 will result from delay.

IT.2.2 Termination for Catastrophe. In event of Catastrophic Damage, this contract may be modified under IT.3.2, following rate redetermination under DT.3.2, or terminated under this Subsection. Such termination shall not be considered a termination under IT.3.4.

IT.2.2.1 Termination by Contractor. This contract shall be terminated, upon election and written notice by Contractor, if Catastrophic Damage rate redetermination under DT.3.2 shows that the appraised weighted average Indicated Advertised Rate of all Included Timber remaining immediately prior to the catastrophe has been reduced through Catastrophic Damage by an amount equal to or more than the weighted average Current Contract Rate.

"Indicated Advertised Rates" are Forest Service estimates of fair market value of the timber.

IT.2.2.2 Termination by Forest Service. This contract may be terminated by written notice from Contracting Officer, if there is Catastrophic Damage and Contractor does not agree, under IT.3.2, within 30 days of receipt from Contracting Officer of contract modifications proposed to permit the harvest of the catastrophe-affected timber.

IT.2.3 Contract Term Extension. "Contract Term Extension" means an extension of the term of this contract, at the request of Contractor, under this Subsection. This Subsection does not obligate Contracting Officer to grant Contract Term Extension. An extension can only be granted when Contracting Officer has determined that Contractor has diligently performed under the terms of this contract and when such extension is determined to be in the best interest of Forest Service.

Contracting Officer may not grant Contractor's written request for Contract Term Extension, unless Contractor's Operations to date have been in reasonable compliance with contract terms and the approved Technical Proposal under GT.3.1.1 and all contractual requirements have been met by Contractor and accepted by Forest Service in active stewardship project areas and on areas cut over at time of Contractor's request, except for areas where work is in progress at time of Contractor's request. Contractor's burning of current slash or seeding or planting for erosion control may be temporarily waived, if weather or other considerations make such work impractical.

Contract Term Extension shall not become effective unless the initial Extension Deposit required by ET.2.1.7 has been made by the effective date of any extension.

When such extension is made, Forest Service shall make an appraisal using standard Forest Service methods and appraisal data in effect 45 days prior to the original Termination Date. Bid Premium Rates shall be added to such appraised rates to establish Flat Rates or Tentative Rates for the extension period. In event rates so established would develop Current Contract Value immediately prior to such an extension that is less than Current Contract Value at that time, Flat Rates and Tentative Rates in effect immediately prior to extension shall be retained for the extension period.

IT.3 Contract Modification. The conditions of this contract are completely set forth in this contract. Except as provided in IT.3.2 and IT.3.3, this contract can be modified only by written agreement between the parties. Only Contracting Officer may make contract modifications, with compensating adjustments to Current Contract Rates where appropriate, on behalf of Forest Service.

IT.3.1 Changed Conditions. When it is agreed that the completion of certain work or other requirements hereunder would no longer serve the purpose intended because of substantial change in the physical conditions of Contract Area or Included Timber since the date of this contract, the requirements shall be waived in writing. The estimated cost of such waived work or other requirement shall be charged to Integrated Resource Account.

IT.3.2 Modification for Catastrophe. In event of Catastrophic Damage, Forest Service, in consultation with Contractor, shall outline on Contract Area Map:

(a) Any areas of catastrophe-affected live and dead timber meeting Utilization Standards and having undesignated timber so situated that it should be logged with the designated timber;

(b) If needed, any such areas where the damaged undesignated timber can reasonably be logged separately; and

(c) Areas of affected or unaffected timber that are to be eliminated from Contract Area.

Forest Service shall locate and post the boundaries of all such areas, as needed.

After Contract Area Map has been outlined under this Subsection, Forest Service may propose contract modification to permit the harvest of catastrophe-affected timber. If Contractor accepts Forest Service proposed modifications, this contract shall be modified to include rates redetermined under DT.3.2 and other related revisions as necessary, such as revision of Operating Schedule to ensure prompt removal of affected timber when necessary to avoid further loss and provision for additional contract time, if needed.

IT.3.3 Contract Suspension and Modification. (a) Contracting Officer may, by written order, delay or interrupt authorized operations under this contract or modify this contract, in whole or in part:

(i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;

(ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;

(iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, *et seq.*; or

(iv) Upon agreement of the Regional Forester, due to administrative appeal or litigation, regardless of whether Contracting Officer's request is required by a court order or this contract is named in such a proceeding.

(v) Upon a change in law if performance of the contract, as determined by the Forest Service, would not be in compliance, in whole or in part, with such law.

(b) In the event of a request delaying or interrupting Contractor's Operations under this Subsection, Contractor's remedy shall be: (i) Contract Term Adjustment, (ii) reimbursement for Out-of-Pocket Expenses, (iii) rate redetermination to measure any decline in the market pursuant to DT.3.3, (iv) temporary reduction of downpayment pursuant to ET.2.3, (v) temporary credit for unamortized Specified Road construction cost pursuant to FT.2.7, and (vi) temporary bond reduction pursuant to JT.1.3.

(c) In addition to the compensation scheme set forth in subparagraph (b), Contractor may seek termination pursuant to IT.3.6 or, at any time prior to authorization to resume work suspended under this Subsection, demand termination under IT.3.4. If Contractor elects termination under IT.3.4 or IT.3.6, Contractor is nonetheless required, prior to contract termination, to fulfill all contract obligations for areas not affected by the delay or interruption under this Subsection and all compliance obligations for areas affected by the delay or interruption, including, but not limited to, erosion control, brush disposal, and road maintenance. To the extent Contractor is unable to fulfill such obligations, any compensation due to Contractor will be reduced by the cost of completing the unfulfilled obligations, as determined by Contracting Officer. If Contractor seeks damages pursuant to subparagraph (b) and termination pursuant to this subparagraph, Contractor is not entitled to duplicative recovery of any damages.

(d) In cases of modification under this Subsection, Contractor shall receive a rate redetermination pursuant to DT.3.1.

(e) Contractor will only be eligible for the remedies listed in this Subsection if the delay or interruption occurs when operations were in progress or would have been proceeding, had there been no delay or interruption under this Subsection

(f) The applicability of this Subsection shall be unaffected by a finding during administrative appeal or litigation that this sale or a similarly situated sale was awarded or operated without properly complying with any statute, regulation, or policy.

IT.3.4 Contract Termination. (a) The Chief or the Chief's designee may unilaterally terminate this contract, in whole or in part, for any of the reasons set forth in paragraph (a) of IT.3.3.

(b) Contractor agrees that compensation for termination of this contract, in whole or in part, under this Subsection shall be: (i) refund or release of advanced deposits under ET.2.1.2 for timber cut but not removed, (ii) reimbursement for Out-of-Pocket Expenses, and (iii) one of the following except when termination, pursuant t I.3.3(v), is based upon a change of law which is public and general in nature: replacement volume under subparagraph (c) or liquidated damages under subparagraph (d).

(c) Forest Service and Contractor shall make good faith efforts to identify within Contract Area replacement timber of similar volume, quality, access, and topography. Stumpage price shall be adjusted under DT.3.1 to account for differences between replacement timber and timber deleted. If Forest Service and Contractor cannot reach agreement on satisfactory replacement volume or the proper stumpage of such timber, either party may opt to end the search and Contractor shall be compensated under paragraph (d) of this Subsection.

(d) Forest Service shall pay as fixed, agreed, and liquidated damages an amount equivalent to 15 percent of the estimated delivered log value of the volume of timber not harvested due to the termination or partial termination. Estimated delivered log value and volume of timber not harvested shall be determined by Contracting Officer as of Termination Date, using Forest Service methods in use as of Termination Date.

(e) When Contractor elects termination under this Subsection as a remedy for a delay or interruption pursuant to IT.3.3, Contractor shall only be entitled to damages pursuant to subparagraph (d) if the IT.3.3 delay or interruption is greater than one year, and the delay or interruption was not initially caused by wind, flood, earthquake, landslide, fire, forest pest epidemic, or other major natural phenomenon.

(f) In cases of partial termination under this Subsection, Contractor's sole and exclusive remedy for the remaining volume shall be a rate redetermination pursuant to DT.3.1.

(g) The applicability of this Subsection shall be unaffected by a finding during administrative appeal or litigation that this sale, or a similarly situated sale, was awarded or operated without properly complying with any statute, regulation, or policy.

(h) Contractor is required to fulfill all contract obligations not affected by a termination or partial termination under this Subsection. To the extent Contractor is unable to fulfill such obligations, any compensation due to Contractor will be reduced by the cost of completing the unfulfilled obligations, as determined by Contracting Officer.

IT.3.5 Out-of-Pocket Expenses. "Out-of-Pocket Expenses" are unrecovered expenditures arising directly from performing the contract that were rendered unrecovered due to delay, interruption, or termination pursuant to IT.3.3 or IT.3.4. An expenditure is unrecovered within the meaning of this Subsection where Contractor was precluded from gaining the benefit of the expenditure during a given period because operations were not permitted. Forest Service will reimburse Contractor only for the following Out-of-Pocket Expenses:

(a) Out-of-Pocket Expenses for maintenance of the contract performance and payment bonds during the period when operations were delayed or interrupted or, if terminated, from the date operations were halted until the expiration of the bonds;

(b) Out-of-Pocket Expenses for maintenance of the downpayment or other cash deposits during the period when operations were delayed or interrupted or, if terminated, from the date operations were halted until the cash is returned to Contractor;

(c) Out-of-Pocket Expenses for move-in and move-out;

(d) Out-of-Pocket Expenses for felling, bucking, lopping, skidding, yarding, and decking any products so processed, but not removed from Contract Area because: (i) the contract was terminated or (ii) the products no longer meet Utilization Standards because of delay or interruption;

(e) If terminated in whole or in part, Out-of-Pocket Expenses for unused Temporary Roads;

(f) Out-of-Pocket Expenses for the investment in Specified Roads during the period when operations were delayed or interrupted or, if terminated, in whole or in part, Out-of-Pocket Expenses for unamortized Specified Road construction and reconstruction; and

(g) If the contract is terminated, in whole or in part, Out-of-Pocket Expenses for bid preparation, including review of contract offering.

Contractor shall submit documentation of claimed expenditures and supporting analysis to Contracting Officer to assist in Contracting Officer's calculation of reimbursement. Expenses related to paragraphs (a), (b), and (g) may be based on interest at the Prompt Payment Rate established by the Secretary of the Treasury. Contracting Officer shall determine the amount of reimbursement under this Subsection using information from Contractor and/or Forest Service methods in use on the date that operations were delayed, interrupted, or terminated at Contracting Officer's sole discretion.

Contractor shall make all reasonable efforts to minimize Out-of-Pocket Expenses.

IT.3.6 Termination for Market Change. In the event of delay or interruption under IT.3.3, exceeding 90 days, this contract may be:

(a) Modified to include rates redetermined under DT.3.3 or

(b) Terminated upon election and written notice by Contractor, if a rate redetermination for market change under DT.3.3 shows that the appraised weighted average Indicated Advertised Rate of all Included Timber remaining immediately prior to the delay or interruption has been reduced through a market change by an amount equal to or more than the weighted average Current Contract Rate.

Contractor agrees that damages caused by termination of contract by either party will be limited to Out-of-Pocket Expenses.

IT.4 Performance by Other than Contractor. The acquisition or assumption by another party, under an agreement with Contractor, of any right or obligation of Contractor under this contract shall be ineffective as to Forest Service, until Forest Service has been notified of such agreement and Contracting Officer has given written approval. In no case shall such recognition or approval:

(a) Operate to relieve Contractor of the responsibilities or liabilities Contractor has assumed hereunder or

(b) Be given unless such other party:

(i) Is acceptable to Forest Service as a contractor of timber and assumes in writing all of the obligations to Forest Service under the terms of this contract as to the uncompleted portion thereof or

(ii) Acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

IT.5 Sale of Other Materials. Forest Service reserves the right to sell from Contract Area during the period of this contract any materials or products not subject to its terms, but shall not permit removal, possession, or use thereof that will materially interfere with Contractor's Operations. Contractor shall not be obligated to do any work made necessary by the action of others.

IT.6 Provisions Required by Statute.

IT.6.1 Covenant against Contingent Fees. Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, Forest Service shall have the right to annul this contract without liability or to require Contractor to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

IT.6.2 Officials Not to Benefit. No member of Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it is made with a corporation for its general benefit (18 USC 431, 433).

IT.6.3 Nondiscrimination in Employment. If the total value of this contract is in excess of $10,000, Contractor agrees during its performance as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Forest Service setting forth the provisions of this Subsection.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by Forest Service, advising the labor union or worker's representative of Contractor's commitments under this Subsection, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor shall comply with all provisions of Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 12086, and the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by Forest Service and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In event of Contractor's noncompliance with this Subsection or with any of such rules, regulations, or orders, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked, as provided in Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as Forest Service may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by Forest Service, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

IT.6.4 Debarment and Suspension Certification. Pursuant to 7 CFR Part 3017, Contractor shall obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. "Subcontractors" are participants in lower tier covered transactions.

Contractor may rely upon a certification of a prospective Subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or contracts, unless Contractor knows that the certification is erroneous.

Contractor shall keep the certifications of its Subcontractors on file until contract Termination Date and any extensions thereof, and will provide a copy at the written request of Contracting Officer. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Subsection. The knowledge and information of Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If Contractor knowingly enters into a contract transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or contracts, in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

The Subcontractor for a contract shall complete a "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion." An example of this certification is shown following the instructions for page 2 of this contract.

IT.6.5 Contract Consistency With Other Laws. The contract shall govern if State and local environmental quality laws conflict with or preclude performance of contractual requirements.

JT.0—PERFORMANCE AND SETTLEMENT

JT.1 Performance Bond. As a further guarantee of the faithful performance of the provisions of this contract, Contractor delivers herewith and agrees to maintain a surety bond in the dollar amount stated in AT.14, unless the amount is adjusted as provided in JT.1.1. In lieu of surety bond, Contractor may deposit into a Federal Depository, as directed by Forest Service under ET.2.1, and maintain therein, cash in the dollar amount stated in AT.14 or negotiable

securities of the United States having market value at time of deposit of not less than the dollar amount stated in AT.14.

Any adjustment or extension of time for completion of this contract beyond 1 year may be granted only with the consent of surety on bond or delivery of a new bond. Should the sureties on the bond delivered herewith, or any bond delivered hereafter in connection with this contract, become unsatisfactory to Forest Service, Contractor shall, within 30 days of receipt of demand, furnish a new bond with surety satisfactory to Forest Service.

JT.1.1 Bond Reduction. Upon Contractor's written request, Contracting Officer shall redetermine the amount of Contractor's performance bond to an amount not less than Contractor's remaining obligations, including the value of Included Timber remaining on Contract Area, plus the estimated cost of uncompleted work required of Contractor and any unpaid billings due on the contract. Contracting Officer shall provide written notice of the redetermined amount to Contractor and to Contractor's surety. Similarly, Contracting Officer shall report to Contractor in writing the amount of deposited cash or deposited securities required thereafter, if such deposits exist in lieu of a surety bond.

As soon as security for the performance of this contract or the settlement of Claims incident thereto is no longer necessary, appropriate notice shall be given to surety or deposits that may have been made in lieu of surety bond shall be returned to Contractor, subject to the conditions in JT.5.

JT.1.2 Letters of Credit. Notwithstanding the provisions of JT.1, approved letters of credit may be used in lieu of a surety bond for performance bond purposes. Such letters of credit shall be subject to approval by Contracting Officer.

JT.1.3 Temporary Bond Reduction. When, under IT.3.3, Contracting Officer requests Contractor to delay or interrupt Contractor's Operations for more than 90 days, the performance bond amount required may be temporarily reduced upon the written request of Contractor or at the discretion of Contracting Officer. For the period of the delay or interruption, the performance bond may be reduced to an amount not less than the estimated cost of uncompleted work required of Contractor and any unpaid billings due on the contract.

Upon Contractor's receipt of written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Contractor shall restore the performance bond to the full amount shown in AT.14 within 15 days. Contractor shall not resume contract operations until the performance bond amount is fully restored.

JT.2 Disputes. This contract is subject to the Contract Disputes Act of 1978 (41 USC 601, *et seq.*). Except as provided in the Contract Disputes Act of 1978, all disputes arising under or relating to this contract shall be resolved in accordance with this Section.

As used herein, "Claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a Claim. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a Claim. A Claim by Contractor shall be made in writing and submitted to Contracting Officer for decision. A Claim by the Government against Contractor shall be subject to a decision by Contracting Officer.

For Contractor Claims of more than $100,000, Contractor shall submit with the Claim a certification that the Claim is made in good faith; the supporting data are accurate and complete to the best of Contractor's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which Contractor believes the Government is liable. Contractor, if an individual, shall execute the certification. When Contractor is not an individual, the certification shall be executed by a senior company official in charge at Contractor's plant or location involved or by an officer or general partner of Contractor having overall responsibility for the conduct of Contractor's affairs.

For Contractor Claims of $100,000 or less, Contracting Officer must render a decision within 60 days. For Contractor Claims in excess of $100,000, Contracting Officer must decide the Claim within 60 days or notify Contractor of the date when the decision will be made.

Contracting Officer's decision shall be final unless Contractor appeals or files a suit.

The authority of Contracting Officer does not extend to Claims or disputes that by statute or regulation other agencies are expressly authorized to decide.

Interest, at the Prompt Payment Rate established by the Secretary of the Treasury, on the amount found due on Contractor's Claim shall be paid from the date the Claim is received by Contracting Officer until the date of the payment.

Except as the parties may otherwise agree, pending final resolution of a Claim of Contractor arising under the contract, Contractor shall proceed diligently with the performance of the contract in accordance with Contracting Officer's decision.

JT.2.1 Time Limits for Submission of Claim. Failure by Contractor to submit a Claim within established time limits shall relinquish the United States from any and all obligations whatsoever arising under the contract or portions thereof. Contractor shall file such Claim within the following time limits:

(a) When Contractor constructs Specified Road, Contractor must file any Claim not later than 60 days after receipt of Forest Service written notification of acceptance;

(b) When Forest Service constructs Specified Road, Contractor must file any Claim not later than 60 days after receipt of Forest Service written notification authorizing use of road;

(c) For Payment Units, cutting units and stewardship project areas, Contractor must file any Claim not later than 60 days after receipt of Forest Service written notification that such area has been accepted; and

(d) In all other cases, Contractor must file any Claim not later than 60 days after receipt of Contracting Officer written notification that contract is closed.

JT.2.2 Contract Documents. All contract documents are intended to be consistent with each other. In case of discrepancy, the following is the order of precedence:

(a) Special Provisions in Part KT
(b) Contract Area Map
(c) Specific Conditions in Part AT and Schedule of Items
(d) Standard Provisions in Parts BT through JT
(e) Special project specifications
(f) Plans, such as slash, erosion control, and dust abatement
(g) Agreements between Contractor and Forest Service, as authorized under the contract
(h) Plans:
  (i) Figured dimensions over scaled dimensions
  (ii) Large scale Plans over small scale Plans
(i) Standard specifications
(j) Lists and/or tables in Plans over any conflicting notations on Plans
(k) Shop Drawings

JT.3 Breach. In event Contractor breaches any of the material provisions of this contract, Forest Service shall give Contractor notice of such breach and, allowing reasonable time for remedy of such breach and of Forest Service's election to suspend, may give notice to suspend all or any part of Contractor's Operations. Such notice of breach and notice to suspend Contractor's Operations shall be written, except oral notices may be given if such breach constitutes an immediate threat to human life or a threat of immediate and irreparable damage to National Forest resources. Notwithstanding Section GT.1, such oral suspension notice may be given to Contractor's work supervisor or, in work supervisor's absence, to those performing the operation. An oral suspension notice shall be promptly followed by telephone notice and a written explanation from Forest Service to Contractor.

Suspension under this section shall not entitle Contractor to any remedies arising under I.3.3.

Immediately upon oral or written suspension, Forest Service representative shall notify Contracting Officer of the suspension and related circumstances. Contracting Officer shall promptly review the suspension to determine if the suspension should be continued or lifted. Such suspension shall be lifted as early as conditions permit.

Upon receipt of oral or written notice of such breach, Contractor shall remedy the breach as follows:

(a) If remedying such breach requires on-the-ground action by Contractor, Contractor shall have 30 practicable operating days during Normal Operating Season to remedy the breach, except under emergency conditions when action should not be delayed to prevent major damage or

(b) If such breach does not require on-the-ground action by Contractor, such breach shall be remedied within 30 days.

JT.3.1 Termination for Breach. Contracting Officer, with the concurrence of the Regional Forester, may terminate this contract for breach in the event Contractor:

(a) Is convicted for violation of criminal statutes, civil standards, or any other offense indicating a lack of business integrity or honesty that seriously and directly affects the responsibility of Contractor; including, but not limited to:

  (i) Theft, forgery, bribery, embezzlement, falsification or destruction of records, making false statements, or receiving stolen property, any of which occurred in connection with obtaining, attempting to obtain, selling, trading, or processing public timber;

  (ii) Fraud, criminal offenses, or violation of Federal or State antitrust laws, any of which occurred in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; or

  (iii) Threatening, resisting, intimidating, or interfering with Forest Officers engaged in, or on account of, the performance of their official duties involving the protection, improvement, or administration of National Forest lands;

(b) Is convicted for violation of criminal statutes or civil standards, orders, permits, or other regulations for environmental protection issued by a Federal agency, State agency, or political subdivision thereof in the conduct of operations hereunder on National Forest lands, pursuant to GT.0.1;

(c) Has engaged in a pattern of activity that demonstrates flagrant disregard for the terms of this contract, such as, but not limited to, repeated suspensions for breach pursuant to JT.3, causing undesignated timber meeting Utilization Standards to be unnecessarily damaged or negligently or willfully cut, or causing other serious environmental degradation or resource damage;

(d) Fails to comply with contract provisions related to nondiscrimination in employment; or

(e) Fails to remedy a breach of contract within time limits stated in JT.3.

Damages due the United States for termination under this Subsection shall be determined pursuant to JT.4.

JT.4 – Damages for Failure to Complete Contract or Termination for Breach. (a) In event of Contractor's failure to cut designated timber on portions of Contract Area by Termination Date; Contractor's failure to complete required stewardship projects by Termination Date; or termination for breach under JT.3.1; Forest Service shall appraise remaining Included Timber and stewardship projects, unless termination is under IT.2.2 or IT.3.4. Such appraisal shall be made with the standard Forest Service method in use at time of termination.

(b) If the contract is reoffered and awarded, damages due shall be the amount by which Current Contract Value decreases at new Bid Rates, plus costs described in paragraph (d) of this Section, less any unused established Stewardship Credits.

(c) If the contract is not reoffered or there are no responsive bids on the reoffered contract, damages due shall be the amount by which Current Contract Value decreases, based on the value determined by appraisal, plus costs described in paragraph (d) of this Section, less any unused established Stewardship Credits.

(d) If applicable, the following costs shall be included in damages:

(i) The cost of reoffering, including, but not limited to, salary costs, document preparation and duplication costs, mailing costs, and contract advertisement costs.

(ii) If Contractor has failed to cut individual trees in the portions of Contract Area cut over and there is no resale of such individual trees, Contractor shall pay Forest Service for cost of felling and removal or otherwise eliminating such uncut trees, except for occasional trees not cut for reasons stated in GT.4.

(iii) The Government's loss caused by the delay in receipt of stumpage payments. Such loss will be measured by interest at the Current Value of Funds Rate established by the Secretary of the Treasury, on the unpaid contract value at Termination Date. Interest will be charged for the total number of months, or portions thereof, from Termination Date until midpoint of the contract resale period, less any time in excess of 1 year needed to make the resale.

(iv) Any increase in reforestation costs, including site preparation, seeding, and planting caused by Contractor's failure to harvest Included Timber by Termination Date.

JT.5 Settlement. If obligations of Contractor have not been fully discharged by Termination Date, any money advanced or deposited hereunder shall be retained and applied toward unfulfilled obligations of Contractor without prejudice to any other rights or remedies of Forest Service. Such funds may be treated as cooperative deposits under ET.2.1.8 for uncompleted work 30 days after receipt of written notice from Contracting Officer to Contractor of work to be done and Contractor's failure to deny the obligation or to do the work.

JT.6 Contract Closure. Contracting Officer shall give appropriate written notice to Contractor when Contractor has complied with the terms of this contract. Contractor shall be paid refunds due from Integrated Resource Account under ET.2.4 and excess cooperative deposits under ET.2.1.8.

KT.0—SPECIAL PROVISIONS

In accordance with AT.19, the Sections, Subsections, and Items therein listed are attached and made a part hereof. The identifier after the K indicates the Part, Section, Subsection, or Item that is being supplemented or modified by each particular provision included in this Part.

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 **01, 02 , 03, 04, 05, 06, 07, 08, 09 and 10** shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by **a white painted 3 stripe at DBH and a single white stump spot** . 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.3.5.5# - 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**

KT-CT.3.5.5# - Individual Trees, Cut Tree Marking

Cut Tree Marking Table

Payment Units	Paint Color
01, 03, 05	Blue
02, 04, 06	Green
NA	Yellow

KT-CT.3.5.6# - 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 Units. Areas of Leave Tree Marking are shown on the Contract Area Map with the symbol "LTM."

Payment Unit	**Paint Color**

KT-CT.3.5.6# - Individual Trees, Leave Tree Marking

Leave Tree Marking Table

Payment Units	Paint Color
07, 08, 09, 10	Orange

KT-ET.2.1.5 - DEPOSITS WHEN PAYMENT GUARANTEED *(05/2010)*

To the extent payment guarantee is provided under ET.3, requirements for advance cash deposits under ET.2.1.2 shall be waived for the value of Included Timber removed except for:

(a) Base Rates,

(b) associated charges, and

(c) the value of Included Timber exceeding the sum of stewardship credits that have not been established under ET.2.2 for mandatory stewardship projects listed in AT.4.4 plus optional stewardship projects listed in AT.4.4 authorized by Contracting Officer.

Charges for (a), (b) and (c) shall be waived for not more than a monthly billing period, subject to the provisions of ET.4.

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.

KT-FT.1.2# - USE OF ROADS BY CONTRACTOR *(09/2004)*

Contractor's use of existing roads identified on Contract 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. Contractor's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

KT-FT.1.2# - Use of Roads by Contractor (09/2004)

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
124	Sackett	0	3.9	**R**	Haul Restricted
127	Adamson	0	End	**R**	Haul Restricted
287	Marienville West	0	.6	**R**	Haul Restricted
403	Bank Run	0	End	**R**	Haul Restricted

Haul Restriction on Forest Roads 124, 127, 287 and 403 – Hauling is not permitted on Forest Roads 124, 127, 287 and 403 on weekends and legal holidays during the established Allegheny National Forest snowmobile season. Snow plowing of designated snowmobile routes shall leave an adequate snow mat (3") for grooming, snowmobile operation and road surface protection. Commercial and administrative vehicle traffic will run with their headlights on during established seasons.

KT-FT.1.3# - ROAD COMPLETION DATE *(09/2004)*

Construction of Specified Roads shall be completed no later than **09/30/2017** ; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station From	Station To	Completion Date

Completion date is binding on the party that constructs road, whether Contractor or Forest Service. Contracting Officer may modify the completion date in writing to conform to the Technical Proposal under GT.3.1.1 at the request of Contractor.

When Contractor elects Forest Service construction of Specified Roads shown in contract advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction contract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Contractor on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Contractor written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Contractor may request a rate redetermination under DT.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Contract Area after the effective date of the rate redetermination.

Forest Service shall in no way be responsible for any delay or damage caused by road contractor in performing the road construction, except such delay as may be the fault or negligence of Forest Service.

When Contractor constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Contractor desires to construct an alternate facility under FT.2.6, Forest Service and Contractor shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

If Contractor fails to complete construction of any or all Specified Roads by applicable completion date, as adjusted, Contract Term Extension shall not be granted.

As used in this Subsection, construction of a road is completed when:

(a) Contractor constructs Specified Roads and Forest Service furnishes Contractor with written notice of acceptance under GT.3.6 or

(b) Forest Service constructs road and furnishes Contractor with written notice authorizing use of road.

Notwithstanding FT.1, Contractor shall not use a road that Contractor has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Contractor with written notice authorizing use of road.

KT-FT.2.1.3# - DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES *(09/2004)*

Contractor 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 Contractor¿s use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Contractor for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is $ **$2,300.00** . Contractor 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 ET.4.

The amount of the required deposit will be shown as an associated charge on Contractor¿s Integrated Resource 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 Contractor¿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 From	Termini To	Engineering Services Completion Date
Road-165	0	.8	06/29/2016
Road-631	0	2.7	06/29/2016
Road-631A	0	.3	06/29/2016
Road-727	0	.5	06/29/2016

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

KT-FT.2.2.1# - MATERIAL SOURCES *(09/2004)*

Sources of local materials are designated on Plans and Contract Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Contractor 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 Contractor to use certain area(s) for plant site, stockpiles, and haul roads.

Should the designated source, due to causes beyond the control of Contractor, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with FT.2.5.3.

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

When Contractor elects not to use designated sources and Schedule of Items lists pit development separately, cost allowance will be reduced under FT.2.5.3 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** .

Contractor 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. Contractor 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. Contractor 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. Contractor 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 contracts. Forest Service is not obligated to reimburse Contractor 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 Contractor's plant equipment. All storage sites provided by Forest Service shall be restored at Contractor's expense.

Contractor shall be responsible for making arrangements for storage on other than Forest Service administered 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.

WO-KT-FT.2.2.1# - Material Sources (09/2004)

Material Sources Table

Material	Type of Purchase	Owner(s)	Unit of Measure	Unit Price	Estimated Quantity	Total
N/A						

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.

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

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

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		1030	1040	3010	3020	4020					

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		1030	1040	3010	3020	4020					
124	0	1.4	1.4	D	D	D	D	D					
127	0	4.7	4.7	D	D	D	D	D					
165	0	0.7	0.7	D			D	D					
287	0	0.6	0.6	D	D	D	D	D					
403	0	0.7	0.7	D	D	D	D	D					
403A	0	0.2	0.2	D	D	D	D	D					
631	0	2.7	2.7	D			D	D					
631A	0	0.3	0.3	D			D	D					
631AA	0	0.4	0.4	D			D	D					
727	0	0.3	0.3	D			D	D					

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		1030	1040	3010	3020	4020					

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

***See Road Maintenance Requirements attachment (Attachment # 1) for the During Haul specifications referenced in the KT-FT .3.1# Road Maintenance Requirement Table.**

KT-FT.3.2# - ROAD MAINTENANCE DEPOSIT SCHEDULE *(08/2012)*

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

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

The Required Deposits for Forest Service work in lieu of Contractor performance are **$3.05** per **CCF** for recurrent maintenance, and **$2.06** per **CCF** for deferred maintenance.

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

Deposit Made To	Rate	Unit of Measure
N/A		

KT-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 **3** -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 segements 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 cleated 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 **N/A** Payment Units may be released for operations at one time, and the sequence of cutting Payment Units shall be : **Payment Units 09 and 10 shall be cut during the same operating season. (silviculture)** .

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

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

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

Restricted operations/activities:
Within Payment Units 01, 02, 03, 04, 05 and 06, cutting and skidding are only permitted during dry or frozen conditions. (soils)

Within Payment Units 07, 08, 09 and 10, cutting and skidding are only permitted during dry or frozen conditions from 10/1 to 3/31. (soils and silviculture)
Prohibited operations/activities:
Within Payment Unit 02, site preparation, cutting, skidding and hauling are prohibited from 4/1 to 7/31. (resource protection)

Within Payment Units 07, 08, 09 and 10, cutting and skidding are prohibited from 4/1 to 9/30. (silviculture)

Within Payment Units 08, 09 and 10, felling is prohibited within 200 feet of the Spring Creek Horse Trail on weekends and legal holidays. (recreation)

KT-GT.4.1.2 - STUMP MARKS *(06/2009)*

Trees designated for cutting under CT.3.5 have been marked with paint at breast height and below stump height. Trees shall be felled so as to leave paint on stump.

KT-GT.4.2# - SKIDDING AND YARDING REQUIREMENTS *(06/2009)*

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

Within Payment Unit(s), as shown on Contract Area Map with symbol "SYR": **07, 08, 09 and 10, unless changed by written agreement, all skidding equipment shall stay on approved skid trail locations. Trees shall be directionally felled to the lead and products yarded to approved skid trail locations. Exisiting skid trails should be utilized when possible. (soils and silviculture)**
Within portions of Payment Unit(s), as shown on Contract Area Map with symbol "SYR" and cross-hatching:
N/A

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:

see Attachment #2 (Erosion Prevention Vegetation Table)

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:

Within Payment Units 08, 09 and 10, all operational slash shall be treated within 50 feet of the Spring Creek Horse Trail. Slash shall be pulled back 25 feet and lopped to depth of 3 feet or less for an additional 25 feet. (recreation/scenery)

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

KT-GT.9# – STEWARDSHIP PROJECTS

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

Project 001 (Site Preparation) – The CHSP Guiton Run Stewardship **mandatory** service work includes 248 acres of manual site preparation (felling work) and any associated slash disposal work. The work areas are located in timber harvest Payment Units 01, 02, 03, 04 and 05 and in Areas 6, 7, 8, 9, 10 and 11. Unless changed by written agreement, site preparation work is prohibited in Payment Units 01, 03, 04, 05 and Areas 6, 7, 8, 9, 10 and 11 from 4/1 to 6/30. Additionally, site preparation work is prohibited in Payment Unit 02 from 4/1 to 7/31. If work occurs during winter months, where snow depth is greater than 6 inches, inspection of the area will not take place until snow depths drop to 6 inches or below.

- Within CHSP Guiton Run Stewardship timber harvest Payment Units 01, 02, 03, 04 and 05, site preparation work shall be completed up to 6 months prior to timber harvest or concurrently with timber harvesting operations.
- Within Areas 8, 9, 10 and 11, site preparation work shall be completed by April 1, 2017.
- Within Areas 6 and 7, site preparation work shall be completed by the contract termination date.

See the Contract Area Map for locations and Attachment #3 for specifications.

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.

Attachment # 1
CHSP Guiton Run Stewardship - ROAD MAINTENANCE REQUIREMENTS
FS-2400-13T Contracts (9/04)
WO-KT-FT .3.1# Special Provisions

SECTION 1. GENERAL

Contractor's maintenance responsibility begins (1) after Contractor performs Prehaul Maintenance on a road listed in the Road Maintenance Requirements Schedule; or (2) for all other roads, when Contractor begins to use the road. Occasional travel by Contractor'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. Contractor 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 Contractor shall maintain roads, commensurate with the Contractor's use, in accordance with the Road Maintenance Requirements Summary and Road Maintenance Specifications. Performance of road maintenance work by the Contractor may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on the Contractor's operating schedule under Standard Provision GT.3.1.

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

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

The Contractor 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.

Attachment # 1
CHSP Guiton Run Stewardship - ROAD MAINTENANCE REQUIREMENTS
FS-2400-13T Contracts (9/04)
WO-KT-FT .3.1# Special Provisions

SECTION 2. ROAD MAINTENANCE DEFINITIONS

Wherever the following terms are used in the Road Maintenance Specifications, the meaning shall be:
Base Course. Material placed on the Subgrade to distribute concentrated wheel loads.
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 Contract 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.
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.

Attachment # 1
CHSP Guiton Run Stewardship - ROAD MAINTENANCE REQUIREMENTS
FS-2400-13T Contracts (9/04)
WO-KT-FT .3.1# Special Provisions

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To											

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		1030	1040	3010	3020	4020					
124	0	1.4	1.4	D	D	D	D	D					
127	0	4.7	4.7	D	D	D	D	D					
165	0	0.7	0.7	D			D	D					
287	0	0.6	0.6	D	D	D	D	D					
403	0	0.7	0.7	D	D	D	D	D					
403A	0	0.2	0.2	D	D	D	D	D					
631	0	2.7	2.7	D			D	D					
631A	0	0.3	0.3	D			D	D					
631AA	0	0.4	0.4	D			D	D					
727	0	0.3	0.3	D			D	D					

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		1030	1040	3010	3020	4020					

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

Attachment # 1
CHSP Guiton Run Stewardship - ROAD MAINTENANCE REQUIREMENTS
FS-2400-13T Contracts (9/04)
WO-KT-FT .3.1# Special Provisions

SECTION 4. ROAD MAINTENANCE ACTIVITY SPECIFICATIONS

INCLUDED SPECIFICATIONS

Activity No.	Activity Specification Title
1030	Surface Blading (Grader)
1040	Spot Surface Course Placement
3010	Drainage Structures
3020	Ditch Cleaning
4020	Roadway Mowing and Clearing

Attachment # 1
CHSP Guiton Run Stewardship - ROAD MAINTENANCE REQUIREMENTS
FS-2400-13T Contracts (9/04)
WO-KT-FT .3.1# Special Provisions

ACTIVITY 1030 - SURFACE BLADING (GRADER)

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, Inslope or Outslope 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 shall be completed with a motor grader.

REQUIREMENTS

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

3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a free-draining state and to a smoothness 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 native surfaced roads, Material generated from backslope 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 backslopes 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 sidecasting 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.

Attachment # 1
CHSP Guiton Run Stewardship - ROAD MAINTENANCE REQUIREMENTS
FS-2400-13T Contracts (9/04)
WO-KT-FT .3.1# Special Provisions

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	During Haul	Type Material	Quantity (C.Y./Tons)

3.3 Variations. The Contractor 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 Integrated Resource Account in accordance with IT.3.1.

Attachment # 1
CHSP Guiton Run Stewardship - ROAD MAINTENANCE REQUIREMENTS
FS-2400-13T Contracts (9/04)
WO-KT-FT .3.1# Special Provisions

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

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

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 Contractor.

Attachment # 1
CHSP Guiton Run Stewardship - ROAD MAINTENANCE REQUIREMENTS
FS-2400-13T Contracts (9/04)
WO-KT-FT .3.1# Special Provisions

ACTIVITY 3020 - DITCH CLEANING

DESCRIPTION

1.1 Ditch cleaning is the removal and disposal of all accumulated organic and Slough Material from Roadway ditches to provide a free-draining waterway.

REQUIREMENTS

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

3.2 All Slough Material or other debris which might obstruct water flow in the Roadway ditch shall be removed. Material removed from the ditch, if suitable, may be blended into existing native road surface or Shoulder or placed in designated Berms in conjunction with Surface Blading, Activity 4020, operations.

Material removed from ditches that is not suitable for blending into the existing surface course shall be placed on adjacent fill slopes or disposed of as agreed otherwise.

3.3 Roadway backslopes shall not be undercut.

Attachment # 1
CHSP Guiton Run Stewardship - ROAD MAINTENANCE REQUIREMENTS
FS-2400-13T Contracts (9/04)
WO-KT-FT .3.1# Special Provisions

ACTIVITY 4020 - ROADWAY MOWING AND CLEARING

DESCRIPTION

1.1 This work includes removal of brush, trees and other vegetative growth from within the Roadway limits.

REQUIREMENTS

3.1 Vegetative matter within the Roadway which impedes vehicular travel 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 along the Roadside in locations where the Traveled Way or sight distances will not be impaired.

3.2 Vegetative matter removed from the Roadway shall be uniformly placed on fill slopes unless agreed otherwise.

Attachment #2
Erosion Prevention Vegetation
CHSP Guiton Run Stewardship

KT-GT.6# - Erosion Prevention Vegetation (*06/2009)*
Purchaser shall drain, level, grade and water bar all disturbed areas (Landings and Skid trails) as identified by the Sale Administrator, and seed, lime, fertilize, and mulch at the following quantities and rates of application:

Seeding Requirements

	Spring	Fall
Grass	*See mix below	*See mix below
Lime	Agricultural lime @ 2tons/acre or Pelletized lime @ 400 lbs/acre	Agricultural lime @ 2tons/acre or Pelletized lime @ 400 lbs/acre
Fertilizer	10-20-20 @ 450lbs/acre	10-20-20 @ 450lbs/acre
Mulch	Straw only @ 60 bales/acre	Straw only @ 60 bales/acre

Spring Oats or Winter Rye	1.5 bushels/acre
Annual Rye grass	5 lbs/acre
White Dutch Clover w/inoculant	5 lbs/acre
Indiangrass – PA Ecotype	3 lbs/acre
Switchgrass 'Shelter'	3 lbs/acre

Attachment #3
PROJECT 001
CHSP Guiton Run Stewardship

DIVISION 1OO
GENERAL SPECIFICATIONS FOR SITE PREPARATION

100 - Scope of Work

It is the intent of this project is to have site preparation (felling work) and any resulting required slash disposal work accomplished on the Marienville Ranger District of the Allegheny National Forest. The contractor shall furnish tools, labor, equipment, and supervision required, unless otherwise provided herein.

120 - Location

The work areas are located both within the CHSP Guiton Run IRTC timber units (#1 – #5 for 143 acres) and outside of the timber sale units for an additional 105 acres.

130 - Access

Work areas are accessible via Forest Roads 727, 631, 631A, 216A and OGM roads. See contract area maps.

DIVISION 200
TECHNICAL SPECIFICATIONS FOR SITE PREPARATION

210 – Species Requiring Treatment

The following species specified shall be cut and are considered competing vegetation - undesirable species:

211 - Striped Maple - All live Striped Maple which is taller than one foot in height shall be felled and completely severed from the stump.

212 - Pin (Fire) Cherry - All live Pin Cherry which is taller than one foot in height shall be felled and completely severed from the stump.

213 - Birch - All live birch taller than one foot in height and less either 6 or 8 inches (see table in exhibit A) in diameter at a point 4.5 feet (DBH) above the ground that is not marked for timber harvest shall be felled and completely severed from the stump.

Note: at areas #8-10, birch may be left uncut if it is not overtopping red maple, all oaks, yellow popular, cucumber, or black cherry of any size.

214 - Beech - All live beech taller than one foot in height and less either 6 or 8 inches (see table in exhibit B) in diameter at a point 4.5 feet (breast height) above the ground that

is not marked for timber harvest shall be felled and completely severed from the stump.

215 – Buckthorn shrub - All live buckthorn shrub shall be felled and completely severed from the stump.

216 – Sugar Maple - All live sugar maple taller than one foot in height and less than 6 inches in diameter at a point 4.5 feet (DBH) above the ground that is not marked for timber harvest shall be felled and completely severed from the stump. **This is only at area #6.**

220 – Stump Height

Maximum cutting height is six inches, unless otherwise stated to the Contractor in writing by the Forest Service due to unusual circumstances.

Sprouts (multiple stems) will be cut as close to the ground as possible.

Woody vegetation will be cut in a manner which results in a flat (parallel with the ground) surface.

Angular stump cuts will not be allowed.

230 – Boundary Trees

Boundary trees are not to be felled. Boundary trees are marked with a painted orange 2 or 3 stripe on the trees for timber units 1-5. Areas 6 and 7 have been flagged with orange ribbon. Areas 8-10 have painted orange 2 or 3 stripe with some residual pink ribbon. These areas also have trees marked in blue and yellow paint that will be sold with the Salmon Trails Timber Sale. Area 11 has been flagged in pink ribbon and is bounded on the north side by timber units in blue and green paint that will be sold the Salmon Trails Timber Sale.

240 - Special Requirements

241 - Trees with any sort of marking paint or flagging will not be site prepped.

242 - Reserve areas within stands will not be site prepped (generally marked with a white three stripe (///).

243 – Lodged (hung up) trees shall be pulled or cut down to within 3 feet of the ground.

244 - Trees shall not be felled onto any objects such as pipelines, oil, gas and mineral development, wells, powerlines, tree shelters, fences, and roads. The contractor shall be responsible for any damage caused to such objects.

245 - Only live trees will be cut; all snags encountered will be retained unless they are a

hazard to contractor safety.

250 – Species Not Specified to be Cut (Desirables)

Care shall be taken to not damage or cut desirable species (red maple, cucumber, yellow popular, black cherry, all oaks, and hemlock). A maximum of 10% of the desirables may be cut when intertwined and amongst undesirables specified to be cut.

260 - Slash Disposal

Slash created by the Contractor's operations shall be removed 15 feet away from following locations:

Clear R-O-W & ditch line	private land	fence maintenance trails
historic railroad grades	well openings	fences
old skid trails	oil/gas lease roads	stream courses
pipelines	maintenance trails	seeps
power lines	recreational trails	

- *No slash* shall be left hanging in trees and will be laid horizontal to the ground.
- The *tops of all trees* will be lopped down to within 3 feet of the ground.
- The Contractor is responsible for any damage to oil/gas developments, pipelines, powerlines, and other improvements caused by his operations.

270 – Progression of Work

Work must be completed as timber is removed or may be done up to 6 months prior to timber removal for areas that are timber cut units (PU 01-05). All site prep work will be completed by the time the last of the timber is removed from the unit. Work for non-timber cut areas (areas #6 and #7) may be completed up to the termination date of the contract. Work on non-timber cut areas (areas #8-#11) must be done by April 1st of 2017. All work listed above must also be scheduled so it does not occur during song bird nesting season (April 1 to June 30). Site prep work in PU 02 is prohibited from April 1 to July 31. If work occurs during winter months where snow depth is greater than six inches, inspection of the area will not take place until snow depths drop to six inches or below.

280 – Responsibility For Safety

It is the contractor's responsibility to ensure that the work environment is safe for themselves as well as their employees. If the contractor feels that a requirement of this contract would place them or their employees in an unsafe environment, then work should stop on that area of work and the contractor should contact the COR. Work on other areas of the contract that the contractor does not view as unsafe should continue. It is required that the contractor utilize appropriate personal protective safety equipment/clothing, which may include, but is not limited to, a hardhat, leg protection, ear and eye protection, and hand protection while working.

290 - Notification

Attachment #3
PROJECT 001
CHSP Guiton Run Stewardship

Contractor shall be required to notify the Forest Service prior to starting work on any items. The contractor shall also notify the Forest Service at least weekly of the progress being attained on this project. This notification can be either oral or written.

Attachment #3
PROJECT 001
CHSP Guiton Run Stewardship

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Listed below are all of the documents attached to, and forming a part of, this contract:

Exhibit		Title	Pages
Exhibit A	-	Information Sheet.....	
Exhibit B	-	Inspection Sheet	

Attachment #3
PROJECT 001
CHSP Guiton Run Stewardship

Exhibit A
Information Sheet

Timber Unit	Comp - Stand	Acres	Diameter Limit	Species to Cut	Fund	Road
1	640053	40	8	Pin Cherry, Striped Maple, Birch, Beech, Buckthorn	GSRV	FR 631A/OGM
2	640043	38	8	Pin Cherry, Striped Maple, Birch, Beech, Buckthorn	GSRV	FR631
3	640048	24	8	Pin Cherry, Striped Maple, Birch, Beech, Buckthorn	GSRV	FR 631
4	640025	21	8	Pin Cherry, Striped Maple, Birch, Beech, Buckthorn	GSRV	FR 727/OGM
5	640113,116	20	8	Pin Cherry, Striped Maple, Birch, Beech, Buckthorn	GSRV	FR 631
		143				
Area #	**Comp - Stand**	**Acres**	**Diameter Limit**	**Species to Cut**	**Fund**	**Road**
6	640014	25	8	Pin Cherry, Striped Maple, Birch, Beech, Buckthorn, **Sugar Maple**	GSRV	FR 727
7	640032	30	8	Pin Cherry, Striped Maple, Birch, Beech, Buckthorn	GSRV	FR 727
8	633042	7	6	Pin Cherry, Striped Maple, Birch*, Beech, Buckthorn	GSRV	FR 216A/OGM
9	633037	13	6	Pin Cherry, Striped Maple, Birch*, Beech, Buckthorn	GSRV	FR 216A
10	633009	17	6	Pin Cherry, Striped Maple, Birch*, Beech, Buckthorn	GSRV	FR 216A
11	633020	13	6	Pin Cherry, Striped Maple, Birch, Beech, Buckthorn	GSRV	FR 216A/OGM
		105				

Birch * see section 213

Attachment #3
PROJECT 001
CHSP Guiton Run Stewardship

Exhibit B

SITE PREPARATION INSPECTION SHEET

(Used by Forest Service)

Contract #: _____ Inspected By: _____
(print)

Area Inspected: _____ Date of Inspection: _____

Plot #	#Desirables Total	#Desirables Cut	%Desirables Cut	#Undesirables Total	# Undesirables Not Cut	%Undesirables Not Cut	Notes
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

Unit Slash Work has been completed _____
(date)

If corrections were needed indicate the date corrections were made: _____
(date)

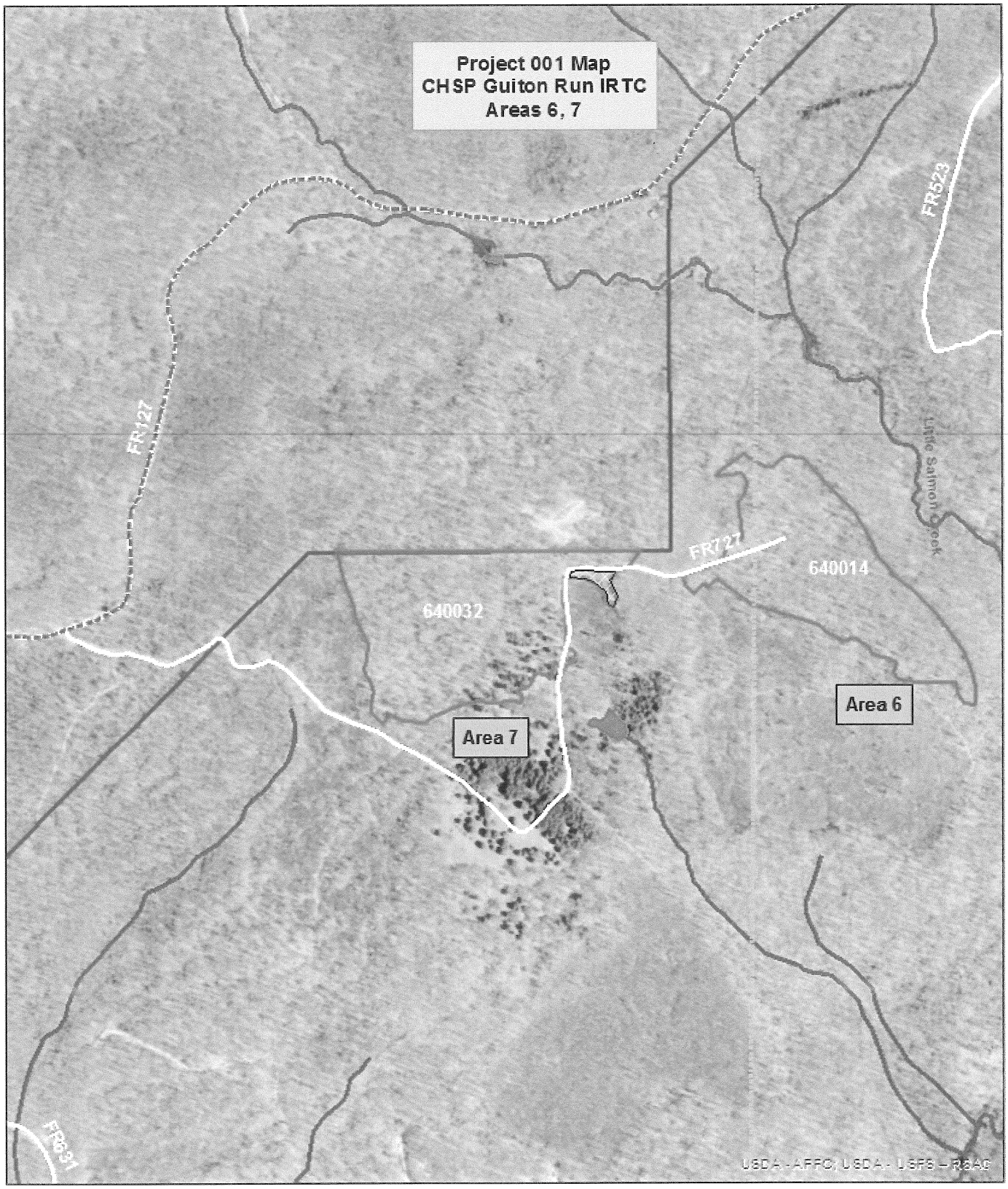
COMMENTS:

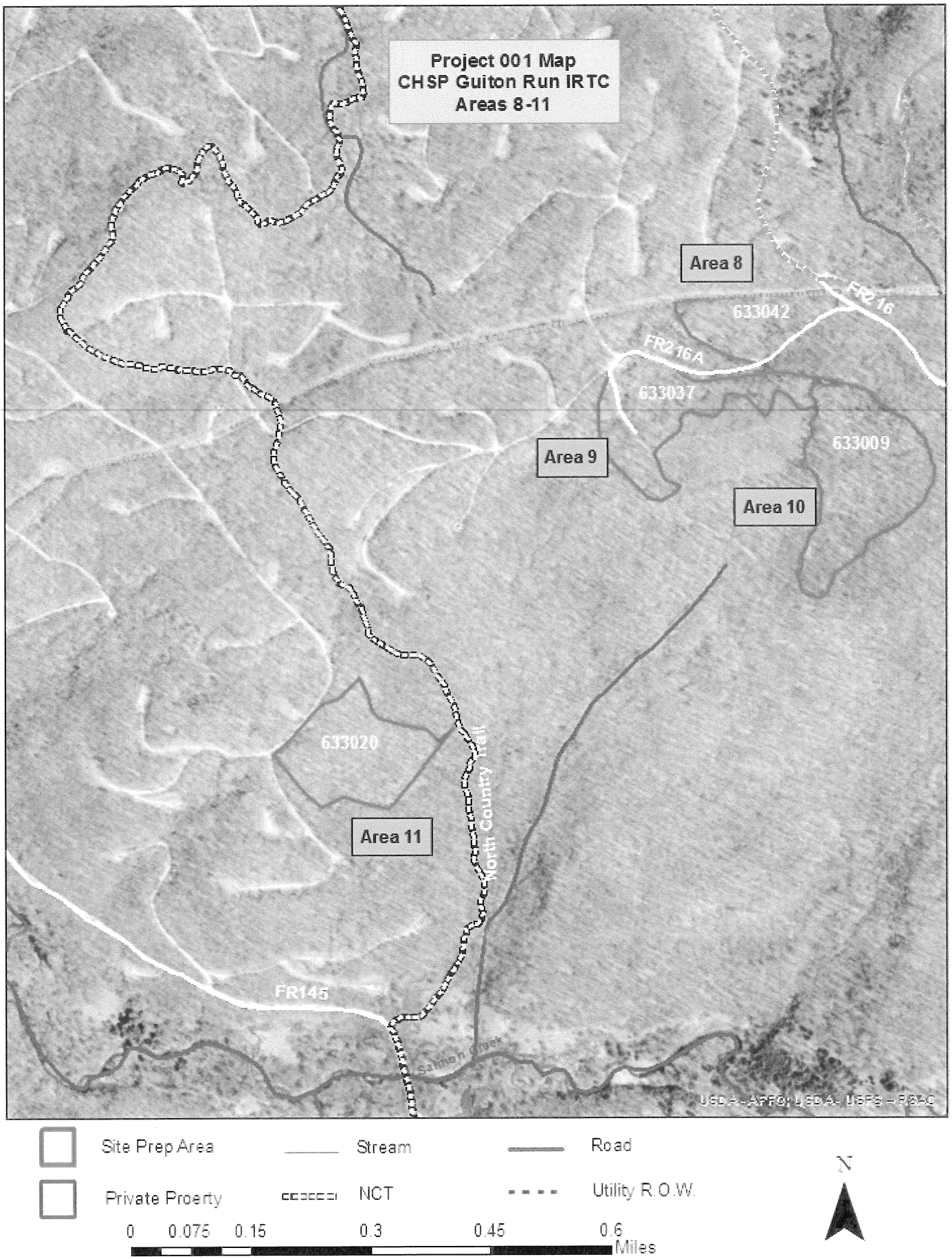
INSTRUCTIONS:

The radius of each plot is six (6) feet. There will be a minimum of five plots taken per Area. Areas greater than 15 acres shall have a plot for every three acres. Plots will be systematically distributed over the area using a grid system.

When counting desirables and there are more than 25 on the plot you may estimate by counting a ¼ plot and multiply by four. All desirables cut shall be counted along with undesirables not cut. There should be no more than 10% of desirables cut and no more than 10% of undesirables not cut.

All starting points and plot lines will be designated with flagging (do not use orange flagging). All plots shall have a plot center marked and numbered. Flagging shall be used to delineate the plot so it can be relocated. An Area Map indicating plot layout, bearings and distance used between plots shall be completed for each Area.


Project 001 Map
CHSP Guiton Run IRTC
Areas 6, 7
FR523
FR127
Little Salmon Creek
FR727
640014
640032
Area 6
Area 7
FR631
USDA - AFFO; USDA - USFS – R8AC
Site Prep Area
Private Proerty
Stream
Duel Use
Snowmo Trail/Rd
Road
Utility R.O.W.
0
0.075
0.15
0.3
0.45
0.6
Miles
N


Project 001 Map
CHSP Guiton Run IRTC
Areas 8-11
Area 8
Area 9
Area 10
Area 11
633042
633037
633009
633020
FR216
FR216A
FR145
North Country Trail
Salmon Creek
USDA - APFO; USDA - USFS - RSAC
Site Prep Area
Private Proerty
Stream
NCT
Road
Utility R.O.W.
0
0.075
0.15
0.3
0.45
0.6
Miles
N