Sample Contract

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **INTEGRATED RESOURCE CONTRACT** (Applicable to Contracts with Measurement before Harvest)		**Name of Contractor**	
National Forest Ottawa	**Ranger District** Kenton	**Region** Eastern	**Contract Number**
Contract Name Bog Lake Pine Stewardship		**Award Date**	**Termination Date** 10/31/2019

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

By: _____
Contracting Officer

_____
(Title)

Two Witnesses:2/

_____
(Name)

_____
(Address)

By: _____
(Contractor) 3/

_____

_____
(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 1038 acres more or less is located in:

T47N-R35W,S.17,19,20,28,29; Houghton County; and T46N-R35W, S. 7; T46N-R36W, S. 10, 11 & 12; Iron County

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

Species	Product	Estimated Quantity *	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Red & White Pine	Sawtimber	3,938.00	CCF	9.0	1	8	7.6	40
Aspen	Pulpwood	20.00	CCF	5.0	1	8	4.0	70
Jack Pine	Pulpwood	12.00	CCF	5.0	1	8	4.0	70
Mixed Conifer	Pulpwood	49.00	CCF	5.0	1	8	4.0	70
Mixed Hardwood	Pulpwood	2.00	CCF	5.0	1	8	4.0	70
Pine	Pulpwood	781.00	CCF	5.0	1	8	4.0	70
Total Quantity		4,802.00	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)		318
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 $
Red & White Pine	Sawtimber	CCF	1.00	62.44			.00
Aspen	Pulpwood	CCF	1.00	40.84			.00
Jack Pine	Pulpwood	CCF	1.00	68.45			.00
Mixed Conifer	Pulpwood	CCF	1.00	23.69			.00
Mixed Hardwood	Pulpwood	CCF	1.00	41.72			.00
Pine	Pulpwood	CCF	1.00	68.63			.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: Bog Lake Pine Stewardship **Contract No:** **Sample Contract**

AT.4.3 - Schedule of Payment Units

Payment Unit No.	Approx. Acres	To be Escalated under AT.4.1				Total Tentative Payment $	To be Paid for at Flat Rates under AT.4.2				Total Flat Rate Payment $	Total Required Deposits for Slash Disposal $
		Species	Product	Qty	UOM		Species	Product	Qty	UOM		
001	16						Red & White Pine	Sawtimber	143.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Jack Pine	Pulpwood	0.00	CCF		
							Mixed Conifer	Pulpwood	2.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Pine	Pulpwood	28.00	CCF		
							Total PU Quantity And Value		173.00	CCF		
002	70						Red & White Pine	Sawtimber	803.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Jack Pine	Pulpwood	0.00	CCF		
							Mixed Conifer	Pulpwood	13.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Pine	Pulpwood	152.00	CCF		
							Total PU Quantity And Value		968.00	CCF		
003	54						Red & White Pine	Sawtimber	778.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Jack Pine	Pulpwood	0.00	CCF		
							Mixed Conifer	Pulpwood	3.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Pine	Pulpwood	144.00	CCF		
							Total PU Quantity And Value		925.00	CCF		
004	28						Red & White Pine	Sawtimber	300.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Jack Pine	Pulpwood	0.00	CCF		
							Mixed Conifer	Pulpwood	1.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Pine	Pulpwood	56.00	CCF		
							Total PU Quantity And Value		357.00	CCF		
005	49						Red & White Pine	Sawtimber	627.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Jack Pine	Pulpwood	0.00	CCF		
							Mixed Conifer	Pulpwood	13.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Pine	Pulpwood	118.00	CCF		
							Total PU Quantity And Value		758.00	CCF		
006	38						Red & White Pine	Sawtimber	459.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Jack Pine	Pulpwood	0.00	CCF		
							Mixed Conifer	Pulpwood	3.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Pine	Pulpwood	94.00	CCF		
							Total PU Quantity And Value		556.00	CCF		
007	13						Red & White Pine	Sawtimber	137.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Jack Pine	Pulpwood	0.00	CCF		
							Mixed Conifer	Pulpwood	0.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Pine	Pulpwood	27.00	CCF		
							Total PU Quantity And Value		164.00	CCF		

Contract Name: Bog Lake Pine Stewardship **Contract No:** **Sample Contract**

Payment Unit No.	Approx. 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 $
008	17			Red & White Pine	Sawtimber	263.00	CCF		.00
				Aspen	Pulpwood	0.00	CCF		
				Jack Pine	Pulpwood	0.00	CCF		
				Mixed Conifer	Pulpwood	1.00	CCF		
				Mixed Hardwood	Pulpwood	0.00	CCF		
				Pine	Pulpwood	49.00	CCF		
				Total PU Quantity And Value		313.00	CCF		
009	31			Red & White Pine	Sawtimber	413.00	CCF		.00
				Aspen	Pulpwood	17.00	CCF		
				Jack Pine	Pulpwood	12.00	CCF		
				Mixed Conifer	Pulpwood	11.00	CCF		
				Mixed Hardwood	Pulpwood	0.00	CCF		
				Pine	Pulpwood	110.00	CCF		
				Total PU Quantity And Value		563.00	CCF		
010	1			Red & White Pine	Sawtimber	15.00	CCF		.00
				Aspen	Pulpwood	0.00	CCF		
				Jack Pine	Pulpwood	0.00	CCF		
				Mixed Conifer	Pulpwood	1.00	CCF		
				Mixed Hardwood	Pulpwood	1.00	CCF		
				Pine	Pulpwood	3.00	CCF		
				Total PU Quantity And Value		20.00	CCF		
011	1			Red & White Pine	Sawtimber	0.00	CCF		.00
				Aspen	Pulpwood	3.00	CCF		
				Jack Pine	Pulpwood	0.00	CCF		
				Mixed Conifer	Pulpwood	1.00	CCF		
				Mixed Hardwood	Pulpwood	1.00	CCF		
				Pine	Pulpwood	0.00	CCF		
				Total PU Quantity And Value		5.00	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**
RR-1	Road Reconstruction	Miles	2.00		

Optional Stewardship Projects						
Priority	**Project Number**	**Project Description**	**Units of Measure**	**Quantity**	**Bid Rate $**	**Total Credits**
3	RR-2	Road Reconstruction	Miles	.50		
3	RR-3	Road Reconstruction	Miles	.50		

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:

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
	Not Applicable						

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

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

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

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

April 01 to November 15, inclusive

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

Initial Fire Supression, applicable to HT.3

Within 5.0 road miles

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

Within 20.0 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

October 31, 2019

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

First Period: July 15 to March 15, inclusive

Second Period: _____ to _____, inclusive

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

Performance Bond Amount: _____

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

Downpayment Amount: Not Applicable

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

	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: Softwood Lumber **Index Number:** 0811

AT.18 - Inapplicable Provisions

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

ET.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED
ET.4	PAYMENTS NOT RECEIVED
IT.2.1	CONTRACT TERM ADJUSTMENT
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-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.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
KT-FT.3.3#	SNOW REMOVAL (06/2009)
KT-GT.3.1.4#	OPERATING RESTRICTIONS (06/2009)
KT-GT.4.1.2	STUMP MARKS (06/2009)
KT-GT.6.2#	SITE SPECIFIC WETLANDS PROTECTION MEASURES (09/2004)
KT-GT.6.3#	TEMPORARY ROAD CLOSURE (06/2009)
KT-GT.7#	SLASH DISPOSAL MEASURES (06/2009)
KT-GT.9#	STEWARDSHIP PROJECTS (09/2004)
KT-HT.2	FIRE PRECAUTIONS (06/2009)
KT-IT.2.1	CONTRACT TERM ADJUSTMENT (07/2016)
KT-IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

There are no pages 10 & 11.

Contract Name: Bog Lake Pine Stewardship

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 **003 & 004** shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by **3 ORANGE paint slashes and "PA" at eye level (facing AWAY from the Protected Area), and painted at the stump. Between PU 003 and PU 004 along FR 2113-C the "PA" is identified with orange carsonite markers** . 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. (02/2008)

Cut Tree Marking Table

Payment Unit(s)	Paint Color(s)
001 - 009	BLUE
010 & 011 (Roads)	YELLOW

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.

FS-2400-13T (09/04)

WO-KT-FT.1.2# – USE OF ROADS BY CONTRACTOR. (09/04)

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
2113	FR 2113	1.34	POE	R	Use Restricted to frozen ground conditions.
2113-C	FR 2113-C	MP 0.54	MP 0.76	X	Hauling Prohibited
2113-C	FR 2113-C	MP 0.76	POE	P	Use Prohibited
2113-E	FR 2113-E	MP 0.26	MP 0.33	X	Hauling Prohibited
2113-E	FR 2113-E	MP 0.33	POE	P	Use Prohibited
2115	FR 2115	MP 0.03	MP 0.08	X	Hauling Prohibited
2115	FR 2115	MP 0.08	POE	P	Use Prohibited

POB = Point of Beginning
POE =Point of Ending

Note: "Hauling" includes empty or loaded log trucks.

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.

FS-2400-13T (09/04)

WO-KT-FT.3.1# – ROAD MAINTENANCE REQUIREMENTS. (09/04)

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Pre-haul Road Maintenance Specifications							
	From	To		T-8030	T-8130	T-8310	T-8340	T-8350	T-8360	T-8420	T-8620
2113	0.00	1.65	1.65		P	P	P		P	P	
2113-C	0.00	0.54	0.54		P	P			P	P	
2113-D	0.00	0.34	0.34		P	P			P	P	
2113-E	0.00	0.26	0.26		P	P			P	P	
2115	0.00	0.03	0.03		P	P			P	P	

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications								
	From	To		T-8030	T-8110	T-8130	T-8310	T-8340	T-8350	T-8360	T-8420	T-8620
2113	0.00	1.65	1.65	P		P1/	P	P		P		
2113-C	0.00	0.54	0.54	P		P1/	P			P		
2113-D	0.00	0.34	0.34	P		P1/	P			P		
2113-E	0.00	0.26	0.26	P		P1/	P			P		
2115	0.00	0.03	0.03	P		P1/	P			P		
2127	0.00	POE		P	D	D	D	D	D			

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

P1/ 150 CY (195 CY loose) to be spot placed as directed by Forest Service

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications								
	From	To		T-8030	T-8110	T-8130	T-8310	T-8340	T-8350	T-8360	T-8420	T-8620
2113	0.00	1.65	1.65				P	P	P	P		P
2113-C	0.00	0.54	0.54				P		P	P		P
2113-D	0.00	0.34	0.34				P		P	P		P
2113-E	0.00	0.26	0.26				P		P	P		P
2115	0.00	0.03	0.03				P		P	P		P
2127	0.00	POE			D		D	D	D	D		

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

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

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

Snow berms shall be reduced at road intersections where plowed road 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.3.1.4# - OPERATING RESTRICTIONS *(06/2009)*

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

Restricted operations/activities:
Payment Units 001 thru 007: Purchasers operations are restricted during the period of March 16 through May 15 AND from May 16 through July 14 (due to soils AND/OR protection of residual stems).

Payment Units 008 and 009: Purchasers operations are restricted during the period of March 16 through May 15 AND from May 16 through July 14 (due to spring breakup AND/OR protection of residual stems).

Within the Contract Area, decked pine and other conifer material must be removed from the Contract Area within 30 days of cutting to minimize the potential breeding areas for pine beetles during the period of May 1 thru September 30.
Prohibited operations/activities:
Payment Units 001 through 009: Whole-tree harvesting is prohibited (due to soil productivity requirements).

Payment Units 008 & 009: Purchasers operations are prohibited from 3/16 through 12/14 (due to frozen ground requirements).

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.6.2# - SITE SPECIFIC WETLANDS PROTECTION MEASURES *(09/2004)*

Measures needed to protect wetlands identified on the Sale Area Map or on the ground include:

All equipment, vehicles, and logging slash are prohibited from these areas. Any logging slash that falls within these areas shall be removed or treated, as directed by the Forest Service.

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

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

Berm will be placed at an angle of 30 to 45 degrees, relative to the road. Dig a trench, 12 to 18 inches below the surface of the road or trail, and extend it to both sides of the road to prevent runoff from bypassing the berm/waterbar. The uphill end should extend beyond the side ditch of the road and into the earth berm to intercept any ditch flows. The outflow end is to be fully open and extended far enough beyond the edge of the road or trail to safely disperse runoff onto the undisturbed forest floor. When placement of the closure device does not require the berm to also function as a waterbar for drainage, the trench will not be required. Height of the berm will be approx 4 feet. Rocks/boulders, logging slash, cull logs, and stumps may be incorporated into the ridge of earth during construction as long as proper drainage is maintained and the road is completely blocked, unless otherwise agreed in writing.

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:

SDZ -shown on Sale Area Map for Payment Units 001-011: Slash resulting from construction clearing (such as from landings, temporary roads, ROW clearing associated with pre-haul road maintenance requirements listed in CT5.31#), including Specified Road construction, shall be lopped and scattered to lie within 3 feet of the ground. All root wads will be severed from the stem and righted on the ground or otherwise disposed of as directed by the Forest Service, concurrent with operations.

SDZ(2) -shown on the Sale Area Map for Payment Units 001-009: All slash resulting from Purchaser's operations shall either be 1) left at the stump when severed from the merchantable portion of the stem, 2) delimbed in place when bunched with processor-type equipment prior to skidding/forwarding to a central processing point, or 3) spread back evenly across the payment unit, concurrent with operations.

Slash incorporated into closure berms is NOT included in the above described SDZ and SDZ(2)requirements.

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. (09/2004)

Stewardship Projects

Mandatory Stewardship Projects		
Project Number	**Project Description**	**Specification Pages**
RR-1	Road Reconstruction FR 2127 (MP 0.00 - 2.00)	SW-1 through SW-25

Optional Stewardship Projects			
Priority	**Project Number**	**Project Description**	**Specification Pages**
2	**RR-2**	Road Reconstruction FR 2127 (MP 2.00 - 2.50)	SW-1 through SW-25
2	**RR-3**	Road Reconstruction FR 2127 (MP 2.50 - 3.00)	SW-1 through SW-25

Contract Name: Bog Lake Pine Stewardship

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

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

1. Contractor shall maintain Forest Service-approved spark arresting devices on any piece of equipment operated by an internal combustion motor. In addition, each piece of motorized equipment shall be equipped with a serviceable round-pointed shovel and an operational fire extinguisher of at least five-pound rating suitable for the equipment being used. All chainsaw operators will have a serviceable round-pointed shovel and one-pound multipurpose fire extinguisher readily available.

2. Contractor shall require that smoking and the building of lunch or warming fires by Contractor's employees, contractors, or subcontractors be confined to designated safe places where flammable debris has been cleared away and where, at the option of the Contractor, smoking or the building of lunch or warming fires may be permitted.

3. Adequate spark arresters shall be maintained on chimneys or stovepipes where wood or coal is being burned in an enclosed device.

4. Contractor shall furnish serviceable firefighting tools. Location, numbers, and types of tools shall be specified in the Fire Prevention and Control Plan in accordance with HT.1.

KT-IT.2.1 - CONTRACT TERM ADJUSTMENT *(07/2016)*

"Contract Term Adjustment" (CTA) 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 (2) in this subsection.

To qualify for such adjustment, contractor shall give written notice of the lost time not later than 30 days after the end of the 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 the Forest Service considers as qualifying for the adjustment. Lost parts of days shall be disregarded in computing time lost. The three circumstances qualifying for a CTA are:

(1) Contractor experiences delay in starting operations scheduled under GT.3.1 or interruptions in active operations, either of which stops such operations for 10 or more consecutive days during a normal operating season due to causes beyond the 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. Operations subject to these causes include:

(i) Removal of the included timber from contract area through curtailment in felling and bucking, yarding, skidding, loading, hauling, or road construction; or

(ii) Performance of stewardship projects shown in AT.4.4.

(2) Causes described in paragraph (1) substantially affect the disposition or processing of included timber during the 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, the CTA shall not extend for more than 12 consecutive months.

(3) (i) Contracting officer requests the 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 the contractor's operations described in paragraph (1)(i) or (ii) because of a fire emergency closure ordered by Forest Service (or another agency on its behalf), and the total of such lost time is 10 or more days during any normal operating season.

If the 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 the termination date, shall be the adjusted termination date.

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.