contract

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **TIMBER SALE CONTRACT** (Applicable to Sales to be Measured before Felling)		**Name of Purchaser**	
National Forest Chippewa	**Ranger District** Blackduck	**Region** Eastern	**Contract Number**
Sale Name Burnt Rice		**Award Date**	**Termination Date** 11/15/2019

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 Purchaser.

Forest Service having advertised a sale at which either (1) Purchaser, whose required bid deposit is now held by Forest Service as an initial deposit, was the successful bidder, or (2) no bids were received and Purchaser having subsequently offered at least the minimum advertised price and made an initial deposit in the same amount as the bid deposit specified in the sale advertisement; and the parties hereto desiring to record their agreement; now therefore,

Unless provided otherwise herein, Forest Service agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

This contract consists of three Divisions: AT - Specific Conditions, BT - Standard Provisions, and CT - Special Provisions, together with Sale Area Map, Plans and specifications for developments (if any), and such attachments as may be provided for in Division CT. Specific Conditions are numbered and apply to the Part, Section, Subsection, or Item of the Standard Provisions, as indicated hereunder. Other conditions of this contract are stated in Division CT - Special Provisions.

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

UNITED STATES OF AMERICA

Two Witnesses: 1/

By: _____
Contracting Officer

_____
(Title)

_____
(Name)

By: _____
(Purchaser) 2/

_____
(Address)

_____

_____
(Name)

_____
(Title)

_____
(Address)

_____
(Business Address)

I, 3/ _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____ who signed this contract on behalf of Purchaser, was then _____ of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ CORPORATE SEAL 4

INSTRUCTIONS:

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

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

3/ The certificate must be completed if Purchaser is a corporation.

4/ If the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/

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

Timber Sale Name: _____
National Forest: _____

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

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

Name of Subcontractor: _____
Business Address: _____
_____

_____ _____
Date Signature

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

The following conditions apply to the indicated portions of Division BT - Standard Provisions issued June 2006.

AT1 - Location and Area, applicable to BT1.1

This Sale Area of 1715 acres more or less is located in:

T147N R31W Sections 26, 27, 35, 36; T146N R31W Section 2; T147N R30W Sections 29 & 30

AT2 - Volume Estimate and Utilization Standards, applicable to BT2.1, BT2.2, BT2.4, and BT6.4

Species	Product	Estimated Quantity *	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Mixed Hardwoods	Sawtimber	21.00	CCF	11.0	1	8	9.6	40
Red/White inc. Jack	Sawtimber	305.00	CCF	9.0	1	8	7.6	40
Aspen	Pulpwood	1,056.00	CCF	5.0	1	8	4.0	70
Mixed Hardwoods	Pulpwood	219.00	CCF	5.0	1	8	4.0	70
Pine	Pulpwood	1,220.00	CCF	5.0	1	8	4.0	70
Total Quantity		2,821.00	CCF					

* Quantities not included here are described in BT2.4.

AT3- Timber Designations, applicable to BT2.3; acres are approximate:

	Number	Acres
Clearcutting Units (BT2.31)		
Specified Road Clearing (BT2.32)		
Overstory Removal Units (BT2.33)		
Understory Removal Units (BT2.34)		
Individual Trees (BT2.35)		318.7
Incompletely Measured Payment Units (BT2.36)		

AT4 - Timber Payment Rates, applicable to BT3.1 and BT4.0

AT4a - For Species and Products to be Paid for at Rates Escalated under BT3.2

Not Applicable

AT4b- For Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				
			Base $	Advertised $	Bid Premium $	Bid (Flat) $	Required Deposits Slash Disposal $
Mixed Hardwoods	Sawtimber	CCF	7.71	22.17			.00
Red/White inc. Jack	Sawtimber	CCF	21.21	64.78			.00
Aspen	Pulpwood	CCF	15.02	45.22			.00
Mixed Hardwoods	Pulpwood	CCF	7.58	21.74			.00
Pine	Pulpwood	CCF	11.86	35.26			.00

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT4 include payment of deposits for sale area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

AT4c - Schedule of Payment Units

Pay-ment Unit No.	App rox. Acres	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment $	Quantity of Species and Products to be Paid for at Flat Rates under AT4b			Total Flat Rate Payment $	Total Required Deposits for Slash Disposal $
01	3.2			Mixed Hardwoods	Sawtimber	0.00 CCF		.00
				Red/White inc. Jack	Sawtimber	5.00 CCF		
				Aspen	Pulpwood	14.00 CCF		
				Mixed Hardwoods	Pulpwood	2.00 CCF		
				Pine	Pulpwood	2.00 CCF		
				Total PU Quantity And Value		23.00 CCF		
02	57.5			Red/White inc. Jack	Sawtimber	40.00 CCF		.00
				Pine	Pulpwood	225.00 CCF		
				Total PU Quantity And Value		265.00 CCF		
03	10.8			Mixed Hardwoods	Sawtimber	2.00 CCF		.00
				Red/White inc. Jack	Sawtimber	0.00 CCF		
				Aspen	Pulpwood	172.00 CCF		
				Mixed Hardwoods	Pulpwood	10.00 CCF		
				Pine	Pulpwood	0.00 CCF		
				Total PU Quantity And Value		184.00 CCF		
04	22.2			Red/White inc. Jack	Sawtimber	52.00 CCF		.00
				Pine	Pulpwood	137.00 CCF		
				Total PU Quantity And Value		189.00 CCF		
05	12.9			Mixed Hardwoods	Sawtimber	6.00 CCF		.00
				Red/White inc. Jack	Sawtimber	6.00 CCF		
				Aspen	Pulpwood	60.00 CCF		
				Mixed Hardwoods	Pulpwood	26.00 CCF		
				Pine	Pulpwood	2.00 CCF		
				Total PU Quantity And Value		100.00 CCF		
06	18.3			Mixed Hardwoods	Sawtimber	2.00 CCF		.00
				Red/White inc. Jack	Sawtimber	0.00 CCF		
				Aspen	Pulpwood	146.00 CCF		
				Mixed Hardwoods	Pulpwood	20.00 CCF		
				Pine	Pulpwood	0.00 CCF		
				Total PU Quantity And Value		168.00 CCF		
07	16.6			Mixed Hardwoods	Sawtimber	0.00 CCF		.00
				Red/White inc. Jack	Sawtimber	0.00 CCF		
				Aspen	Pulpwood	76.00 CCF		
				Mixed Hardwoods	Pulpwood	14.00 CCF		
				Pine	Pulpwood	0.00 CCF		
				Total PU Quantity And Value		90.00 CCF		
08	53.1			Red/White inc. Jack	Sawtimber	88.00 CCF		.00
				Pine	Pulpwood	628.00 CCF		
				Total PU Quantity And Value		716.00 CCF		
09	33.3			Mixed Hardwoods	Sawtimber	0.00 CCF		.00
				Red/White inc. Jack	Sawtimber	0.00 CCF		
				Aspen	Pulpwood	143.00 CCF		
				Mixed Hardwoods	Pulpwood	9.00 CCF		
				Pine	Pulpwood	0.00 CCF		
				Total PU Quantity And Value		152.00 CCF		

Pay-ment Unit No.	App rox. Acres	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment $	Quantity of Species and Products to be Paid for at Flat Rates under AT4b			Total Flat Rate Payment $	Total Required Deposits for Slash Disposal $
10	56.3			Mixed Hardwoods	Sawtimber	11.00 CCF		.00
				Red/White inc. Jack	Sawtimber	0.00 CCF		
				Aspen	Pulpwood	445.00 CCF		
				Mixed Hardwoods	Pulpwood	138.00 CCF		
				Pine	Pulpwood	0.00 CCF		
				Total PU Quantity And Value		594.00 CCF		
11	6.3			Red/White inc. Jack	Sawtimber	15.00 CCF		.00
				Pine	Pulpwood	35.00 CCF		
				Total PU Quantity And Value		50.00 CCF		
12	23.5			Red/White inc. Jack	Sawtimber	83.00 CCF		.00
				Pine	Pulpwood	166.00 CCF		
				Total PU Quantity And Value		249.00 CCF		
13	4.7			Red/White inc. Jack	Sawtimber	16.00 CCF		.00
				Pine	Pulpwood	25.00 CCF		
				Total PU Quantity And Value		41.00 CCF		

The following definitions are established for the terms used in AT4:

Base Rates are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under BT3.31, BT3.32, or BT3.33.

Advertised Rates are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in AT7, but are never less than Base Rates.

Bid Premium Rates are the amounts by which Purchaser's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in BT3.31, BT3.32, and BT3.33.

Bid Rates are the rates bid by Purchaser (exclusive of Required Deposits for slash disposal and road maintenance) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in AT4a is the Tentative Rate that is subject to quarterly adjustment under BT3.2; for species and products in AT4b, the Bid Rate is the Flat Rate.

Required Deposits are deposits that Purchaser may be required to pay for slash disposal (16 USC 490) and road maintenance (16 USC 537). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in CT5.32#.

Base Index is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in BT3.2.

AT5 - Indices Used in Quarterly Adjustment, applicable to BT3.2

Not Applicable

AT6 - High Stumps, applicable to BT6.412

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

AT7 - Specified Roads, applicable to BT5.2

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 BT5.212.

AT8 - Forest Service Engineering Completion Schedule, applicable to BT5.21

Road No.	Road Name	Type of Work	Completion Date
	NOT APPLICABLE		

AT9 - Fire Precautionary Period, applicable to BT7.2

April 01 to November 15, inclusive

AT10 - Purchaser Responsibility to Furnish Crews and Equipment for:

Initial Fire Supression, applicable to BT7.3

Within 5 road miles

Fire Suppression Reinforcement, applicable to BT7.312 and BT7.313

Within 20 road miles

AT11 - Purchaser's Obligation per Operations Fire, applicable to BT7.41

Maximum Amount: $ $2,000

AT12 - Termination Date, applicable to BT8.2

November 15, 2019

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

First Period: May 15 to March 15, inclusive

Second Period: _____ to _____, inclusive

AT14 - Performance Bond, applicable to BT9.1

Performance Bond Amount: _____

AT15 - Downpayment, applicable to BT4.211

Downpayment Amount: _____

AT16 - Periodic Payment Amount, applicable to BT4.213

	Periodic Payment Determination Date	Amount
Initial Payment:	____	_____
Additional Payment:	____	_____

AT17 - Market-Related Contract Term Addition Producer Price Index, applicable to BT8.212

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

AT18 - Inapplicable Standard Provisions

The following listed Sections, Subsections, or Items of Division BT - Standard Provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

BT4.211	DOWNPAYMENT
BT4.4	PAYMENTS NOT RECEIVED
BT8.212	MARKET-RELATED CONTRACT TERM ADDITION

AT19 - List of Special Provisions

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

CT2.301#	PROTECTED AREAS (06/2009)
CT2.302#	BOUNDARY TREES (06/2009)
CT2.352#	DESIGNATION BY SPECIES AND DIAMETER (04/2004)
CT2.355#	INDIVIDUAL TREES, CUT TREE MARKING (06/2009)
CT4.211	DOWNPAYMENT (06/2007)
CT4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
CT4.4	PAYMENTS NOT RECEIVED (08/2012)
CT5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
CT6.313#	CUTTING SCHEDULE (06/2009)
CT6.314#	OPERATING REQUIREMENTS (06/2009)
CT6.412	STUMP MARKS (02/2009)
CT6.42#	SKIDDING AND YARDING REQUIREMENTS (06/2009)
CT6.63#	TEMPORARY ROAD CLOSURE (06/2009)
CT6.7#	SLASH DISPOSAL MEASURES (06/2009)
CT7.2	FIRE PRECAUTIONS (06/2009)
CT8.212	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

Sale Name: Burnt Rice

CT2.301# - PROTECTED AREAS *(06/2009)*

Notwithstanding the designations for cutting under standard provisions BT2.31, BT2.33, BT2.34 and BT2.35, trees within the area to be protected in Payment Unit(s) **10** shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by **a dot and X of orange paint with a stump mark**. BOUNDARY TREES ARE NOT TO BE CUT. Sale Area Map indicates, with symbol "PA," units within which Protected Areas are identified on the ground and are to be left uncut.

CT2.302# - BOUNDARY TREES *(06/2009)*

Boundary trees for all harvest units have been designated with **Orange** paint marks above and below stump height. Boundary trees shall not be cut.

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

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

See Tree Designation Table.

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

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

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

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than **NA** feet wide with a **NA** foot spacing. Quantities of trees located in skid trails **NA** Included Timber under AT2.

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

Tree Designation Table

Payment Unit(s) or Cutting Unit(s)	Designated Species	More Than Stump Diameter (inches)	Less Than Stump Diameter (inches)
1	Aspen, Jack Pine, Maple	6	NA
3	Aspen, Birch, Ash	6	NA
5	Aspen, Jack Pine, Maple, Birch	6	NA
6	Aspen, Maple, Oak, Basswood	6	NA
7	Aspen, Maple	6	NA
9	Aspen, Birch	6	NA
10	Aspen, Birch	6	NA

Aspen includes Balm-o-gilead

Sale Name: Burnt Rice

CT2.355# - INDIVIDUAL TREES, CUT TREE MARKING *(06/2009)*

Individual trees to be cut are Marked with indicated color above and below stump height in all or parts of the following Payment Unit(s). Areas of cut tree marking are shown on the Sale Area Map with the symbol "CTM."

PAYMENT UNIT(S)	PAINT COLOR

R9-CT2.355# - INDIVIDUAL TREES, CUT TREE MARKING. (6/09)

Individual trees to be cut are Marked with indicated color above and below stump height in all or parts of the following Payment Unit(s). Areas of cut tree marking are shown on the Sale Area Map with the symbol "CTM."

Payment Unit (s)	Paint Color
2	Yellow
4	Yellow
8	Yellow
11	Yellow
12	Yellow
13	Yellow

CT4.211 - DOWNPAYMENT *(06/2007)*

The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpay-ment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT *(08/2009)*

Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

(1) Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for reasons other than breach;

(2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or

(3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to $1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

CT4.4 - PAYMENTS NOT RECEIVED *(08/2012)*

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

(i) Slash disposal and road maintenance deposits;

(ii) Cooperative work at rates established by specific agreement under BT4.218;

(iii) Damages pursuant to BT9.4;

(iv) Road use fees;

(v) Restoration of downpayment pursuant to BT4.22;

(vi) Periodic payments pursuant to BT4.213;

(vii) Extension Deposits pursuant to BT4.217; and

(viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under BT9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

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

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

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

(i) A bona fide dispute exists as to Purchaser's obligation to make such payment and

(ii) Purchaser files and prosecutes a timely Claim.

Sale Name: Burnt Rice

CT5.31# - ROAD MAINTENANCE REQUIREMENTS *(07/2001)*

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

See Contract Road Maintenance Requirements Summary Table.

ROAD MAINTENANCE REQUIREMENTS
FS-2400-6T Contracts (06/06)
CT5.31# Special Provisions

SECTION 1. GENERAL

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

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

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

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

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

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

SECTION 2. ROAD MAINTENANCE DEFINITIONS

Wherever the following terms are used in the Road Maintenance Specifications, the meaning shall be:

Base Course. Material placed on the Subgrade to distribute concentrated wheel loads.

Borrow. Select Material taken from designated borrow sites.

Crown, Inslope, and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains and downpipes.

During Haul Maintenance. Road maintenance work to be accomplished during the period of timber removal.

Geotextile. A group of construction fabrics with varying attributes designed for different purposes.

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

Maintenance Activitiy. Items of work leading to the restoration and upkeep of a road and necessary to sustain the road's anticipated traffic.

Material. Any substance specified for use in the performance of the work.

Post Haul Maintenance. Road maintenance work to be accomplished after timber removal is completed.

Prehaul Maintenance. Road maintenance work to be accomplished prior to the roads use. Roads receiving prehaul maintenance shall be shown on the Sale Area Map.

Road Maintenance Cost. An estimate of the cost to perform road maintenance activities; as determined by the Forest Service. Estimates may include any or all of the work activities listed in Section 4, Road Maintenance Activity Specifications.

Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

Roadway. The portion of a road within the limits of excavation and embankment.

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

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

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

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

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

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

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

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

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

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		P	P	P							
FR 2177B B	PU 3, 13	FR 2177B	.5	T-8030	T-8110	T-8420							
FR 2177B	PU 2	FR 2177	.7	T-8030	T-8110	T-8420							
FR 3444A	PU-6	FR 3444	.4	T-8030	T-8110	T-8420							
FR 3448B	PU-8	FR 3448	.4	T-8030	T-8110	T-8420							
FR 3448	PU-7	CR 12	2.7	T-8030	T-8110	T-8420							
FR 3640	PU-5	FR 3448	,5	T-8030	T-8110	T-8420							
FR 2237	PU-10	CR 20	.7	T-8030	T-8110	T-8420							

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		P	P	P							
FR 2177B B	PU 3, 13	FR 2177B	.5	T-8030	T-8110	T-8420							
FR 2177B	PU 2	FR 2177	.7	T-8030	T-8110	T-8420							
FR 3444A	PU-6	FR 3444	.4	T-8030	T-8110	T-8420							
FR 3448B	PU-8	FR 3448	.4	T-8030	T-8110	T-8420							
FR 3448	PU-7	CR 12	2.7	T-8030	T-8110	T-8420							
FR 3640	PU-5	FR 3448	,5	T-8030	T-8110	T-8420							
FR 2237	PU-10	CR 20	.7	T-8030	T-8110	T-8420							

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

ROAD MAINTENANCE REQUIREMENTS
FS-2400-6T Contracts (06/06)
CT5.31# Special Provisions

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To			P								
FR 2177B B	PU 3, 13	FR 2177B	.5		T-8110								
FR 2177B	PU 2	FR 2177	.7		T-8110								
FR 3444A	PU-6	FR 3444	.4		T-8110								
FR 3448B	PU-8	FR 3448	.4		T-8110								
FR 3448	PU-7	CR 12	2.7		T-8110								
FR 3640	PU-5	FR 3448	.5		T-8110								
FR 2237	PU-10	CR 20	.7		T-8110								

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

SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

INCLUDED SPECIFICATIONS

Specification No.	Specification Title
T-8030	Snow Removal
T-8110	Maintenance Blading/Grading
T-8420	Cutting Roadway Vegetation

ROAD MAINTENANCE REQUIREMENTS
FS-2400-6T Contracts (06/06)
CT5.31# Special Provisions

T-8030 Snow Removal

DESCRIPTION

1.1 This Section provides for removal of snow from roads to facilitate logging operations and safe use. Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at locations designated by the Forest Service Representative (FSR). Snow may also be compacted as needed to freeze down soft areas or wet areas. This work is considered part of this specification. Equipment used for this work shall be in accordance with this specification and approved in advance by the FSR.

EQUIPMENT

2.1 Purchaser may use any type of equipment to remove snow, providing:

a. Type or use of equipment is not restricted in CT5.12# or Schedule document.
b. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road. Tracked or cleated vehicles shall not be used unless approved in writing by the FSR.
c. The 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 _2_ -inch depth compacted snow mat will be maintained on the roadbed during blading.

REQUIREMENTS

3.1 Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS or as shown on the Section 3. Road Maintenance Requirements Schedule. Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other forest values.

3.2 Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.

3.3 Upon seasonal completion of Purchaser's Operations, effectively block the road by a snow barricade, unless otherwise approved by the Contracting Officer.

3.4 Ice control may be performed by Purchaser when approved by the FSR in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.

3.5 Snow berms will be reduced at road intersections where plowed road segments join unplowed road segments. Reduce the piled snow in the roadway to create a smooth transition from plowed road to normal snow depth.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-6T Contracts (06/06)

CT5.31# Special Provisions

T-8110 Maintenance Blading/Grading

DESCRIPTION

1.1 Maintenance Blading/Grading is keeping an aggregate surfaced Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning Drainage Dips and Lead-off Ditches.

EQUIPMENT

2.1 The equipment required to shape, spread, and compact surfacing is listed below.

Road Number	Road Termini - From	Road Termini - To	Equipment Description
All			Dozer

REQUIREMENTS

3.1 Maintenance Blading/Grading shall be performed to facilitate traffic and proper drainage before, during, or after Purchaser's use as required by Section 3. Road Maintenance Requirements Schedule.

3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a smooth, free-draining state needed to facilitate traffic. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to conserve Surface Material and to provide for a thorough mixing of the Material being worked.

3.3 On aggregate surfaced roads Material generated from back slope Sloughing and ditch cleaning shall not be blended with Surface or Base Course Material unless agreed otherwise

3.4 Roadway back slopes shall not be undercut.

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

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

3.6 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by side casting unless agreed otherwise. Side casting into streams, lakes, or water courses will not be permitted.

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

3.8 Material resulting from this activity, plus any accumulated debris, shall be removed from roadway structures, such as concrete low-water crossings or fords.

T-8420 Cutting Roadway Vegetation

DESCRIPTION

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

EQUIPMENT

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

REQUIREMENTS

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

3.2 Vegetative matter removed from the clearing limits shall be scattered outside the clearing limits at least 5 feet perpendicular to the road surface.

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

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

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

CT6.313# - CUTTING SCHEDULE *(06/2009)*

Unless changed by written agreement, only 4 Payment Units may be released at one time, and the sequence of cutting Payment Units shall be: **mutually agreed apon** .

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.

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

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

Restricted operations/activities:
In Payment Units 1, 2, 3 and 13 are restricted to frozen. In Payment Units 4, 8, 11 and 12 pine must be hauled within 2 weeks of cutting between April 1 and August 30.
Prohibited operations/activities:
NA

CT6.412 - STUMP MARKS *(02/2009)*

Trees designated for cutting under BT2.35 have been marked with paint at breast height and below stump height. Trees shall be felled so as to leave paint on stump. When necessary to leave paint on stump, stumps of individually Marked trees may exceed maximum heights set forth in AT6.

CT6.42# - SKIDDING AND YARDING REQUIREMENTS *(06/2009)*

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

Within Payment Unit(s)
1 and 6 ,
Trees shall be whole tree skidded and slash piled to approved landing as directed by Sale Administrator .

Within portions of Payment Unit(s)

NA , as shown on Sale Area Map with symbol "SYR," **NA** .

CT6.63# - TEMPORARY ROAD CLOSURE *(06/2009)*

Notwithstanding Standard Provision BT6.63, measures to effectively block temporary roads to normal vehicular traffic shall consist of the following:

Closure will consist of the following at the descretion of the sale administrator

Scatter slash for a distance of 110 feet from the intersection of the temporary road with a system road or trail. The slash shall be large enough to effectively block and not be easily removable

Place a rock, stump and/or cull barrior across the temporary roadway approximately 2 feet apart of a distance of 25 feet from the intersection of the temporary road with a system road or trail, or

Obliterate the temporary raod by ripping or discing compacted surfaces for the length of the temporary road, from the intersection of the temporary trail or road, or

At the junction dig a trench across the road, and with dirt from the trench make a ridge 3 feet high to completely block road. The ridge shall be mixed with logging debris such as stumps, short logs and covered with slash.

CT6.7# - SLASH DISPOSAL MEASURES *(06/2009)*

Slash resulting from Purchaser's operations shall be removed from lakes, ponds, private land, right-of-way clearings for telephone lines, power lines, pipelines, and other authorized facilities, and landings to be seeded under Special Provision CT6.6#.

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

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

Other specific slash disposal requirements are as follows:

SDZ (1) Removed Slash 25 feet from other ownership or 25 feet from edge of road.

In Payment Units 2 - 5 and 7 - 13 Lop and Scatter slash to lie within 3 feet of the ground.

CT7.2 - FIRE PRECAUTIONS *(06/2009)*

Unless other methods are agreed to in writing between the Purchaser and the Contracting Officer, the following specific precautionary measures are applicable during Purchaser's Operations in Fire Precautionary Period indicated in AT9.

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

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

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

4. Purchaser shall furnish serviceable firefighting tools. Location, numbers, and types of tools shall be specified in the Fire Prevention and Control Plan in accordance with BT7.1.

CT8.212 - MARKET-RELATED CONTRACT TERM ADDITION *(11/2008)*

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

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

(i) The sale was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

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

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

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