

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE INTEGRATED RESOURCE CONTRACT (Applicable to Contracts with Measurement before Harvest)		Name of Contractor	
National Forest Chippewa	Ranger District Blackduck	Region Eastern	Contract Number
Contract Name Windigo Stewardship		Award Date	Termination Date 11/01/2023

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/}

(Name)

(Address)

(Name)

(Address)

By: _____
Contracting Officer

(Title)

By: _____
(Contractor) ^{3/}

(Title)

(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.

Contract Name: Windigo Stewardship

Contract No:

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 317900 acres more or less is located in:

T150N R27W Sections 1, 2, 4; T150N R26W Sections 7, 8, 13 & 17; T141N R29W, R26W, R27W, 30W, R31W; T142N R25W, R26W, R28W and T143N R26W, R27W

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
Mixed Hardwoods	Sawtimber	52.00	CCF	11.0	1	8	9.6	40
Spruce	Sawtimber	30.00	CCF	9.0	1	8	7.6	40
Aspen	Pulpwood	2,280.00	CCF	5.0	1	8	4.0	70
B.Fir incl spruce	Pulpwood	161.00	CCF	5.0	1	8	4.0	70
Mixed Hardwoods	Pulpwood	164.00	CCF	5.0	1	8	4.0	70
Timber Subject to Agreement under KT - CT.1.1#								
MH -Biomass	Grn Bio Cv	unestimated	CCF	4.0	1	2	2.0	70
Total Quantity		2,687.00	CCF					

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

Contract Name: Windigo Stewardship

Contract No:

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)	<input type="text"/>	127
Incompletely Measured Payment Units (CT.3.6)	_____	_____

Contract Name: Windigo Stewardship

Contract No:

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

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

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$	Base Index
			Base \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$		
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				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Mixed Hardwoods	Sawtimber	CCF	N/A	3.36			.00
Spruce	Sawtimber	CCF	N/A	12.67			.00
Aspen	Pulpwood	CCF	N/A	22.29			.00
B.Fir incl spruce	Pulpwood	CCF	N/A	13.17			.00
Mixed Hardwoods	Pulpwood	CCF	N/A	3.12			.00
Timber Subject to Agreement under KT - CT.1.1#							
MH -Biomass	Grn Bio Cv	CCF	1.00	1.00			

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

AT.4.3 - Schedule of Payment Units

Payment Unit No.	App 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 \$
		Species	Product	Qty	UOM		Species	Product	Qty	UOM		
01	2.2					Mixed Hardwoods	Sawtimber	0.00	CCF			
						Spruce	Sawtimber	0.00	CCF			
						Aspen	Pulpwood	31.00	CCF			
						B.Fir incl spruce	Pulpwood	0.00	CCF			
						Mixed Hardwoods	Pulpwood	1.00	CCF			
		Total PU Quantity And Value										32.00
02	12.4					Mixed Hardwoods	Sawtimber	0.00	CCF			
						Spruce	Sawtimber	0.00	CCF			
						Aspen	Pulpwood	767.00	CCF			
						B.Fir incl spruce	Pulpwood	0.00	CCF			
						Mixed Hardwoods	Pulpwood	1.00	CCF			
		Total PU Quantity And Value										768.00
03	24.7					Mixed Hardwoods	Sawtimber	3.00	CCF			
						Spruce	Sawtimber	11.00	CCF			
						Aspen	Pulpwood	234.00	CCF			
						B.Fir incl spruce	Pulpwood	45.00	CCF			
						Mixed Hardwoods	Pulpwood	70.00	CCF			
		Total PU Quantity And Value										363.00
04	17.2					Mixed Hardwoods	Sawtimber	0.00	CCF			
						Spruce	Sawtimber	0.00	CCF			
						Aspen	Pulpwood	141.00	CCF			
						B.Fir incl spruce	Pulpwood	34.00	CCF			
						Mixed Hardwoods	Pulpwood	2.00	CCF			
		Total PU Quantity And Value										177.00
05	22					Mixed Hardwoods	Sawtimber	43.00	CCF			
						Spruce	Sawtimber	3.00	CCF			
						Aspen	Pulpwood	229.00	CCF			
						B.Fir incl spruce	Pulpwood	3.00	CCF			
						Mixed Hardwoods	Pulpwood	58.00	CCF			
		Total PU Quantity And Value										336.00
06	8.4					Mixed Hardwoods	Sawtimber	2.00	CCF			
						Spruce	Sawtimber	4.00	CCF			
						Aspen	Pulpwood	60.00	CCF			
						B.Fir incl spruce	Pulpwood	3.00	CCF			
						Mixed Hardwoods	Pulpwood	2.00	CCF			
		Total PU Quantity And Value										71.00
07	30.1					Mixed Hardwoods	Sawtimber	4.00	CCF			
						Spruce	Sawtimber	0.00	CCF			
						Aspen	Pulpwood	615.00	CCF			
						B.Fir incl spruce	Pulpwood	53.00	CCF			
						Mixed Hardwoods	Pulpwood	28.00	CCF			
		Total PU Quantity And Value										700.00
08	10					Mixed Hardwoods	Sawtimber	0.00	CCF			
						Spruce	Sawtimber	12.00	CCF			
						Aspen	Pulpwood	203.00	CCF			
						B.Fir incl spruce	Pulpwood	23.00	CCF			
						Mixed Hardwoods	Pulpwood	2.00	CCF			
		Total PU Quantity And Value										240.00

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
1	Roadside Brushing - Area 1	Miles	11.05		
2	Roadside Brushing - Area 2	Miles	23.69		
3	Roadside Brushing - Area 3	Miles	22.64		
4	Roadside Brushing - Area 4	Miles	19.05		

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

Contract Name: Windigo Stewardship

Contract No:

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

Contract Name: Windigo Stewardship

Contract No:

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 Suppression, applicable to HT.3

Within 5 road miles

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

Within 20 road miles

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

Maximum Amount: \$ \$2,000

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

November 01, 2023

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

First Period: May 15 to March 15, inclusive

Second Period: _____ to _____, inclusive

Contract Name: Windigo Stewardship

Contract No:

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

Performance Bond Amount: _____

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

Downpayment Amount: Not Applicable

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

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

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

Index Name: 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.4	PAYMENTS NOT RECEIVED
IT.2.1	CONTRACT TERM ADJUSTMENT
IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION
IT.6.4	DEBARMENT AND SUSPENSION CERTIFICATION

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.1.1#	TIMBER SUBJECT TO AGREEMENT (09/2004)
KT-CT.3.5.2#	DESIGNATION BY SPECIES AND DIAMETER (09/2004)
KT-ET.4	PAYMENTS NOT RECEIVED (08/2012)
KT-FT.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
KT-GT.3.1.4#	OPERATING RESTRICTIONS (06/2009)
KT-GT.6.3#	TEMPORARY ROAD CLOSURE (06/2009)
KT-GT.7#	SLASH DISPOSAL MEASURES (06/2009)
KT-GT.9#	STEWARDSHIP PROJECTS (09/2004)
KT-HT.2	FIRE PRECAUTIONS (06/2009)
KT-IT.2.1	CONTRACT TERM ADJUSTMENT (07/2016)
KT-IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
KT-IT.6.4	DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)

KT-CT.1.1# - TIMBER SUBJECT TO AGREEMENT (09/2004)

In addition, there is within Sale Area an unestimated quantity of:

Species	Product
MH -Biomass	Grn Bio Cv

that shall be Included Timber upon written agreement.

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

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

See Tree Designation Table.

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

All 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.

Contractor 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 are not Included Timber under AT2.

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

Tree Designation Table

Payment Unit(s) or Cutting Unit(s)	Designated Species	More Than Stump Diameter (inches)	Less Than Stump Diameter (inches)
1	Aspen, Birch	6	NA
2	Aspen, Balsam Fir, Birch, Ash	6	NA
3	Aspen, Balsam Fir, Birch, Ash	6	NA
4	Aspen, Balsam Fir, Ash	6	NA
5	Aspen, Balsam Fir, Birch, Ash, Maple	6	NA
6	Aspen, Balsam Fir, Birch, maple	6	NA
7	Aspen, Balsam, Fir, Ash	6	NA
8	Aspen, Balsam Fir, Birch, Ash	6	NA

Aspen includes Balsam poplar

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

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

See Contract Road Maintenance Requirements Summary Table.

ROAD MAINTENANCE REQUIREMENTS**FS-2400-13T Contracts****KT-FT 3.1# 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.

ROAD MAINTENANCE REQUIREMENTS**FS-2400-13T Contracts****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.

Borrow. Select Material taken from designated borrow sites.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ROAD MAINTENANCE REQUIREMENTS**FS-2400-13T Contracts****KT-FT 3.1# Special Provisions**

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.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts

KT-FT 3.1# Special Provisions

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications											
	From	To		P	P	P	D								
FR 3660	PU 1	CR 31	.5	T-8420	T-8030	T-8110									
S1045 A/AA	PU 4	CR 26	.8	T-8420	T-8030	T-8110									
FR 3653	PU 6	CR 27	1.2	T-8420	T-8030	T-8110									
FR 3650	PU 8	CR 31	.8	T-8420	T-8030	T-8110									

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	D								
FR 3660	PU 1	CR 31	.5	T-8420	T-8030	T-8110									
S1045 A/AA	PU 4	CR 26	.8	T-8420	T-8030	T-8110									
FR 3653	PU 6	CR 27	1.2	T-8420	T-8030	T-8110									
FR 3650	PU 8	CR 31	.8	T-8420	T-8030	T-8110									

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				P									
FR 3660	PU 1	CR 31	.5			T-8110									
S1045 A/AA	PU 4	CR 26	.8			T-8110									
FR 3653	PU 6	CR 27	1.2			T-8110									
FR 3650	PU 8	CR 31	.8			T-8110									

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts

KT-FT 3.1# Special Provisions

SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

INCLUDED SPECIFICATIONS

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

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 KT-FT5.12# 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 cledated 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.

ROAD MAINTENANCE REQUIREMENTS**FS-2400-13T Contracts****KT-FT 3.1# Special Provisions**

- 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-2400-13T Contracts

KT-FT 3.1# 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 or grader With Angling blade

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.

ROAD MAINTENANCE REQUIREMENTS**FS-2400-13T Contracts****KT-FT 3.1# Special Provisions**

- 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 VegetationDESCRIPTION

- 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.

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:

All Payment Units are restricted to Frozen

Prohibited operations/activities:

NA

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:

Closure will consist of the following at the discretion of the sale administrator:

Scatter slash for a distance of 100 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 barrier 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 road by ripping or disking 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

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(1) Remove Slash 25 feet from edge of road or other ownership

In all Payment Units Lop and Scatter slash to lie within 3 feet of the ground

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

Roadside Brushing

Item	Description	Method of Measure	Qty
01	Roadside Brushing Area 1	Mile	11.05
02	Roadside Brushing Area 2	Mile	23.69
03	Roadside Brushing Area 3	Mile	22.64
04	Roadside Brushing Area 4	Mile	19.05
TOTAL MILES = 76.43			

ROADSIDE BRUSHING

SCOPE OF CONTRACT

The services covered in this contract are for the furnishing of all labor, equipment, supervision, transportation, operating supplies, and incidentals necessary to perform machine roadside brushing on roads specified herein, in compliance with the terms, specifications, conditions, and provisions of this contract.

WORK DESCRIPTION

For trees or brush less than six (6) inches (DBH – Diameter at Breast Height) - this work consists of the removal and disposal of limbs, residual brush, live roadside brush and trees less than six (6) inches DBH which are within or that encroach upon the designated clearing limits on either side of the roadway.

For trees larger than six (6) inches (DBH – Diameter at Breast Height) - this work consists of limbing and limb disposal for limbs that are within or that encroach upon the designated clearing limits on both sides of the roadway. In some cases trees larger than six (6) inches may be designated for cutting.

Logs and Windfall within the specified clearing limits – this work consists of cutting, limbing and disposing or placing of logs and windfall that are within the clearing limits.

The clearing limits are shown in a typical section, Exhibits A and B. This includes a horizontal distance of eight (8) feet from the shoulder of roads with ditches, and eight (8) feet horizontal distance from the shoulder of roads without ditches, or to the tree line, whichever is less. Clearing limits shall include turnouts and curves.

PERFORMANCE PERIOD

All Areas (1, 2, 3, & 4) will be completed between August 31st 2020 and May 28th 2021 during “low or no snow” conditions. Low or no snow is defined as: conditions where snow cover is not deep enough to impact the contractor’s ability to obtain the proper stump/vegetation cut heights or interfere with the 05.03 Logs and Windfalls work as described.

PERFORMANCE REQUIREMENTS

05.01 Brush and trees 6 inches or less in diameter

- A. All brush and trees located inside or encroaching upon the clearing limits shall be cut off leaving a stump height no higher than four (4) inches above the ground level on the uphill side for hand cut trees and six (6) inches above the ground for machine brushing.
- B. All brush, slash, trees, etc., shall be cut off cleanly, with no material left partially cut, bent over or matted down.

- C. All slash or debris resulting from this work having a diameter greater than three (3) inches (at any point) and a length greater than six (6) feet, shall be disposed of by scattering outside the clearing limits. All other slash or debris resulting from this work shall not accumulate in piles, mats, or otherwise heavy concentrations within the clearing limits. Any merchantable timber resulting from this work shall be handled according to MERCHANTABLE TIMBER.
- D. No brush, slash or other material shall be disposed of in creeks or streams, and shall not interfere with or obstruct drainage facilities.

05.02 Trees in excess of 6 inches diameter:

- A. Trees in excess of six (6) inches diameter, when measured DBH, shall be limbed so that no limb extends within a clear height of fourteen (14) feet directly above the clearing limits.
- B. Limbing is required for trees that are outside of the clearing limits that have limbs encroaching upon the clearing limits.
- C. Hand cut limbs shall be cut neatly and cleanly and as close to the bark ridge as possible. Machine cut limbs shall also be cut as neatly and cleanly as possible and as close to the bark ridge as possible without damaging the tree, no limbs, hand cut or machine cut, may be left partially cut or hanging.
- D. Stump heights for machine cut trees larger than six (6) inches in diameter shall be less than twelve (12") when measured on the uphill side.
- E. A tree or large limb in excess of six (6) inches in diameter that extends over the roadway and is within the clearing height and appears to present a safety or damage concern for vehicle traffic (including construction or commercial traffic) shall be designated for cutting and the resulting material shall be managed according to this contract. See 05.04 Slash/Debris or Merchantable Timber.
- F. Debris shall not be allowed to accumulate in heavy concentrations, and should be distributed outside the clearing limits adjacent to the cutting area in a location that will prevent the debris from rolling into the clearing limit.
- G. All slash or debris resulting from this work having a diameter greater than three (3) inches (at any point) and a length greater than six (6) feet, shall be disposed of by scattering outside the clearing limits. All other slash or debris resulting from this work shall not accumulate in piles, mats, or otherwise heavy concentrations within the clearing limits. Any merchantable timber resulting from this work shall be handled according to MERCHANTABLE TIMBER.

05.03 Logs and windfalls:

- A. Logs and windfalls lying within or across the clearing limits shall be cut off at the top of the cut slope and moved beyond the clearing limits to a location that will prevent

the log from rolling into the clearing limits.

- B. Windfalls on the fill slope side which extend above the road elevation shall be cut off at least two (2) feet below the road elevation and the resulting slash/debris shall be disposed of as specified in this contract. In the event that two (2) feet of elevation is unobtainable, complete removal from the clearing limits is required. Logs shall be placed, limbed, or scattered so that limbs do not extend above the roadway elevation.
- C. Creeks, streams and drainage facilities must be kept clear of any debris or materials handled during performance of brushing and work shall not result in interference or obstruction of water flow.

05.04 Slash/Debris:

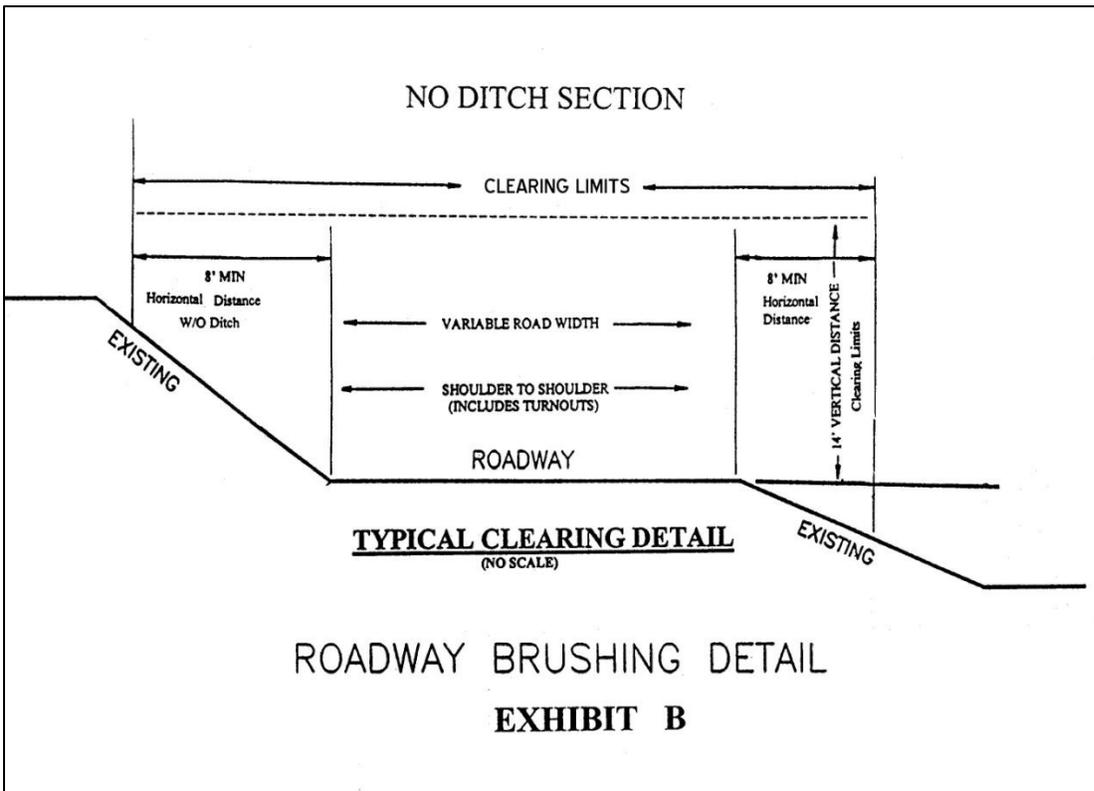
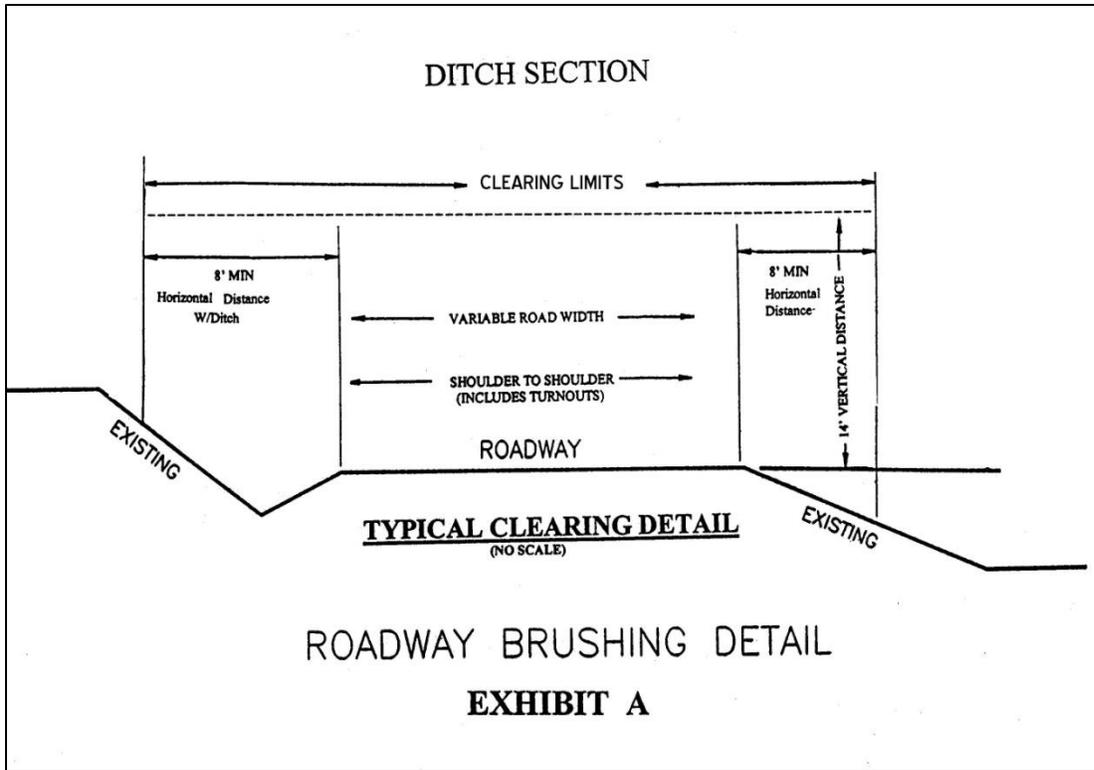
- A. All slash or debris resulting from this work having a diameter greater than three (3) inches (at any point) and a length greater than six (6) feet, shall be disposed of by scattering outside the clearing limits. All other slash or debris resulting from this work shall not accumulate in piles, mats, or otherwise heavy concentrations within the clearing limits. Any merchantable timber resulting from this work shall be handled according to MERCHANTABLE TIMBER.
- B. All slash/debris shall be removed from the roadway at the end of each day.
 - Cleared width shall be eight (8) feet or to the tree line, whichever is less. This shall be measured from the edge of the establish roadway.
 - The contractor shall protect all known survey monuments and road signs during operations. Hand brushing around these objects may be required to meet specifications.

MERCHANTABLE TIMBER:

In the event that merchantable timber, as established under timber specifications, is encountered during this work: Contractor shall notify CO immediately and the resulting merchantable timber shall be subject to agreement.

Traffic Conditions

- A. Roads shall be open to traffic unless otherwise approved in writing by the CO.
- B. One lane roads shall be available for one lane channelized passage of traffic at all times unless approved in writing by the CO.
- C. On roads closed with gates, the gate will remain closed during the period of operations. The gate shall be opened only to allow passage of the Contractor and his/her equipment and then be closed, unless otherwise approved in writing by the CO. The Contractor shall not utilize motorized equipment behind a closed gate for hunting.





PROJECT NAME
ROADSIDE
LIMBING/BRUSHING

DRAWING TITLE
PROJECT DETAIL

DATE
02/20/2020

ARCHIVE NO.

DESIGNER

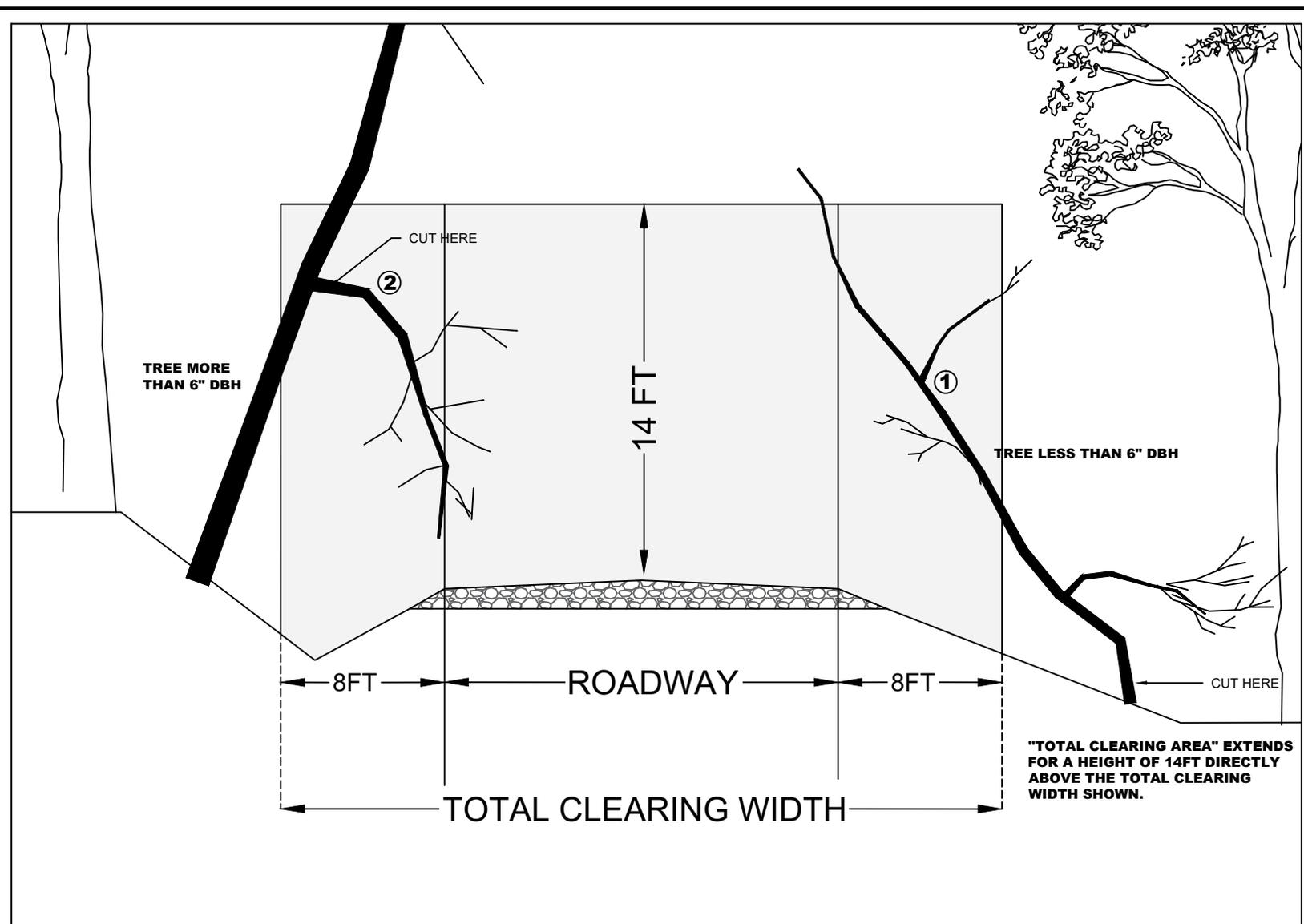
DWG SHEET NO.

DRAWN
TCM

CHECKED

PROJECT NO.

SHEET 2 OF 3



① REMOVE BRUSH AND TREES LESS THAN 6 INCHES THAT ARE WITHIN OR ENCROACH UPON THE TOTAL CLEARING WIDTH. HAND CUT STUMPS SHALL BE NO TALLER THAN 4 INCHES AND MACHINE CUT STUMPS NO TALLER THAN 6 INCHES.

② ON TREES LARGER THAN 6 INCHES WITH LIMBS THAT ENCROACH UPON THE CLEARING WIDTH REMOVE ALL LIMBS THAT EXTEND INTO THE TOTAL CLEARING WIDTH INCLUDING THOSE FROM TREES OUTSIDE OF THE TOTAL CLEARING WIDTH. LIMBS SHALL BE TRIMMED NEATLY AND CLEANLY AS CLOSE AS POSSIBLE TO THE BRANCH BARK RIDGE.



PROJECT NAME
ROADSIDE
LIMBING/BRUSHING

DRAWING TITLE
PROJECT DETAIL

DATE
02/20/2020

ARCHIVE NO.

DESIGNER

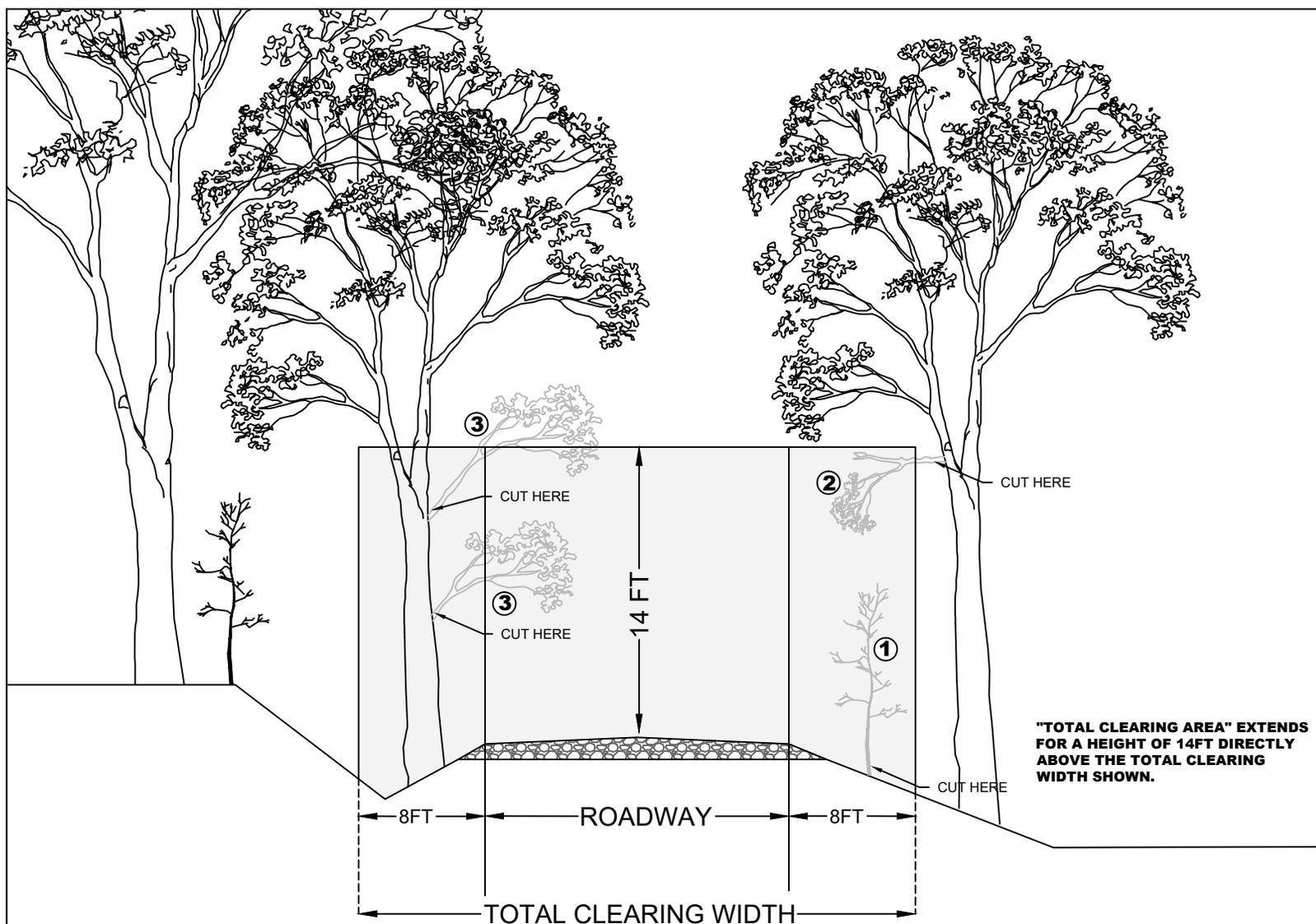
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TCM

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PROJECT NO.

SHEET 1 OF 3



1 REMOVE BRUSH AND TREES LESS THAN 6 INCHES DBH THAT ARE WITHIN OR ENCR OACH UPON THE TOTAL CLEARING WIDTH. HAND CUT STUMPS SHALL BE NO TALLER THAN 4 INCHES AND MACHINE CUT STUMPS NO TALLER THAN 6 INCHES.

2 REMOVE ALL LIMBS THAT EXTEND INTO THE TOTAL CLEARING WIDTH EVEN THOSE FROM TREES OUTSIDE OF THE TOTAL CLEARING WIDTH. LIMBS SHALL BE TRIMMED NEATLY AND CLEANLY AS CLOSE TO THE BRANCH BARK RIDGE AS POSSIBLE.

3 TREES THAT EXCEED 6 INCHES DBH THAT ARE WITHIN THE TOTAL CLEARING WIDTH SHALL BE LIMBED NEATLY AND CLEANLY SO THAT NO LIMBS EXTEND TO OR ARE WITHIN THE TOTAL CLEARING AREA.



PROJECT NAME
ROADSIDE
LIMBING/BRUSHING

DRAWING TITLE
PROJECT DETAIL

DATE
02/20/2020

ARCHIVE NO.

DESIGNER

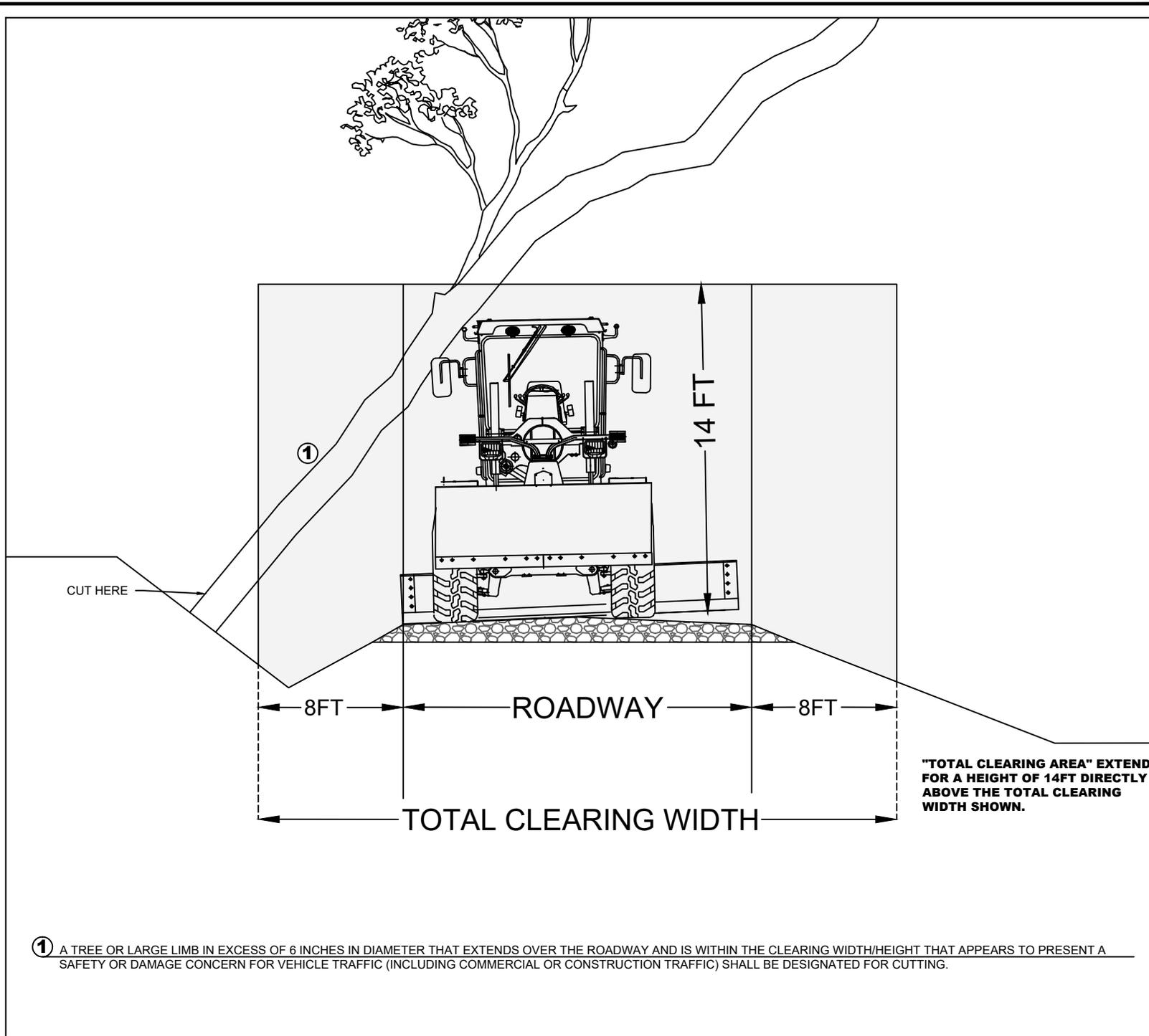
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DRAWN
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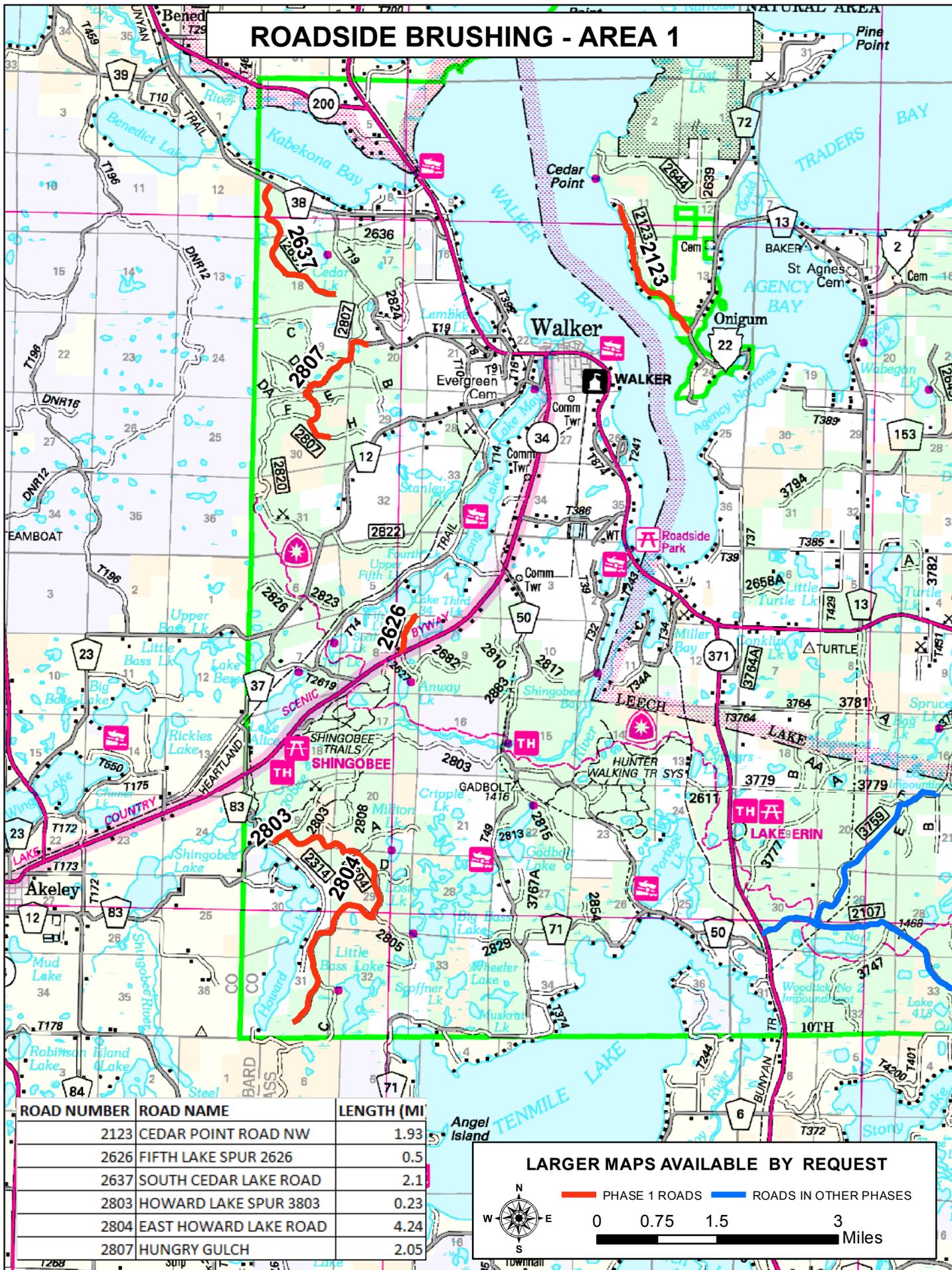
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PROJECT NO.

SHEET 3 OF 3

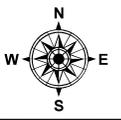


ROADSIDE BRUSHING - AREA 1

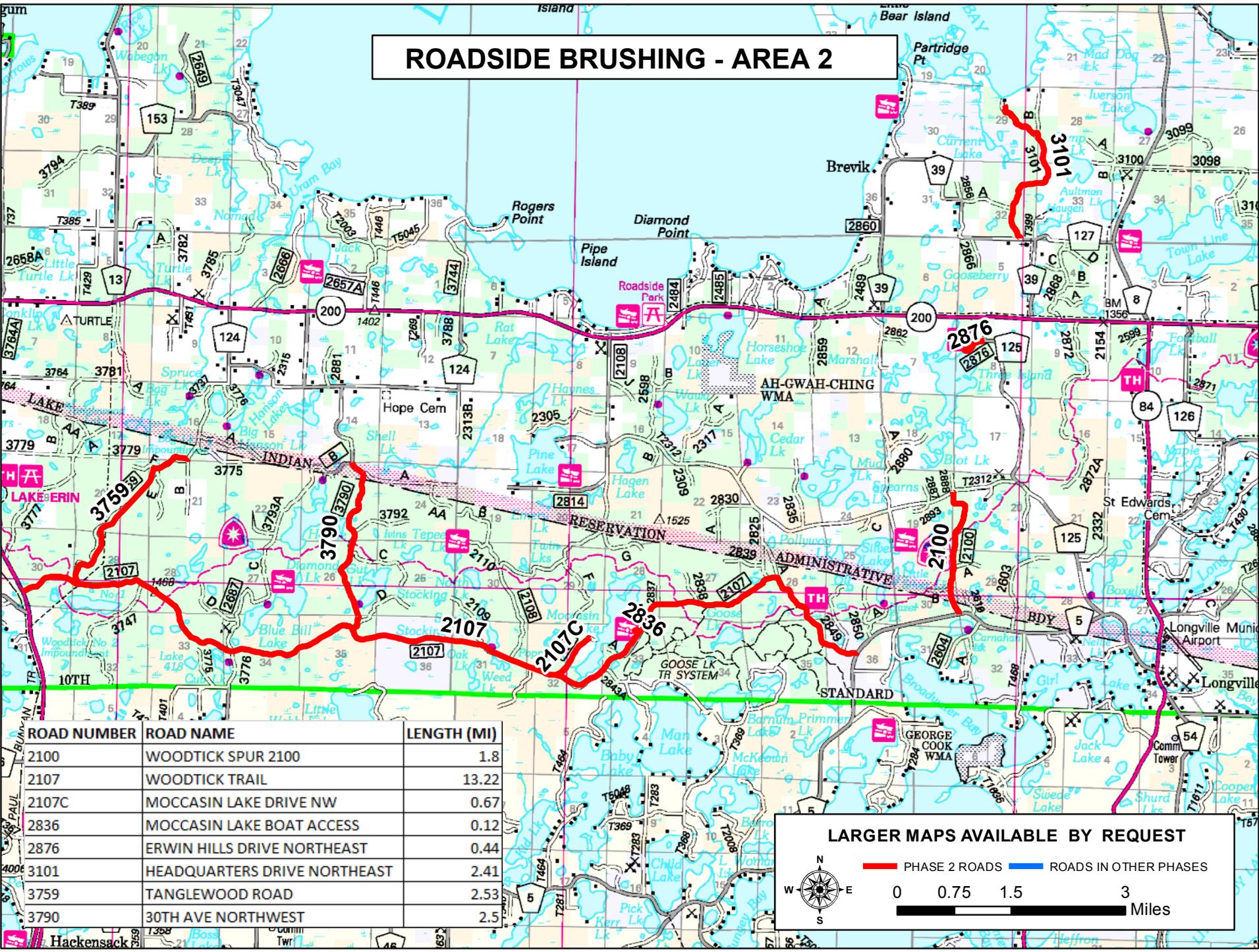


ROAD NUMBER	ROAD NAME	LENGTH (MI)
2123	CEDAR POINT ROAD NW	1.93
2626	FIFTH LAKE SPUR 2626	0.5
2637	SOUTH CEDAR LAKE ROAD	2.1
2803	HOWARD LAKE SPUR 3803	0.23
2804	EAST HOWARD LAKE ROAD	4.24
2807	HUNGRY GULCH	2.05

LARGER MAPS AVAILABLE BY REQUEST



ROADSIDE BRUSHING - AREA 2



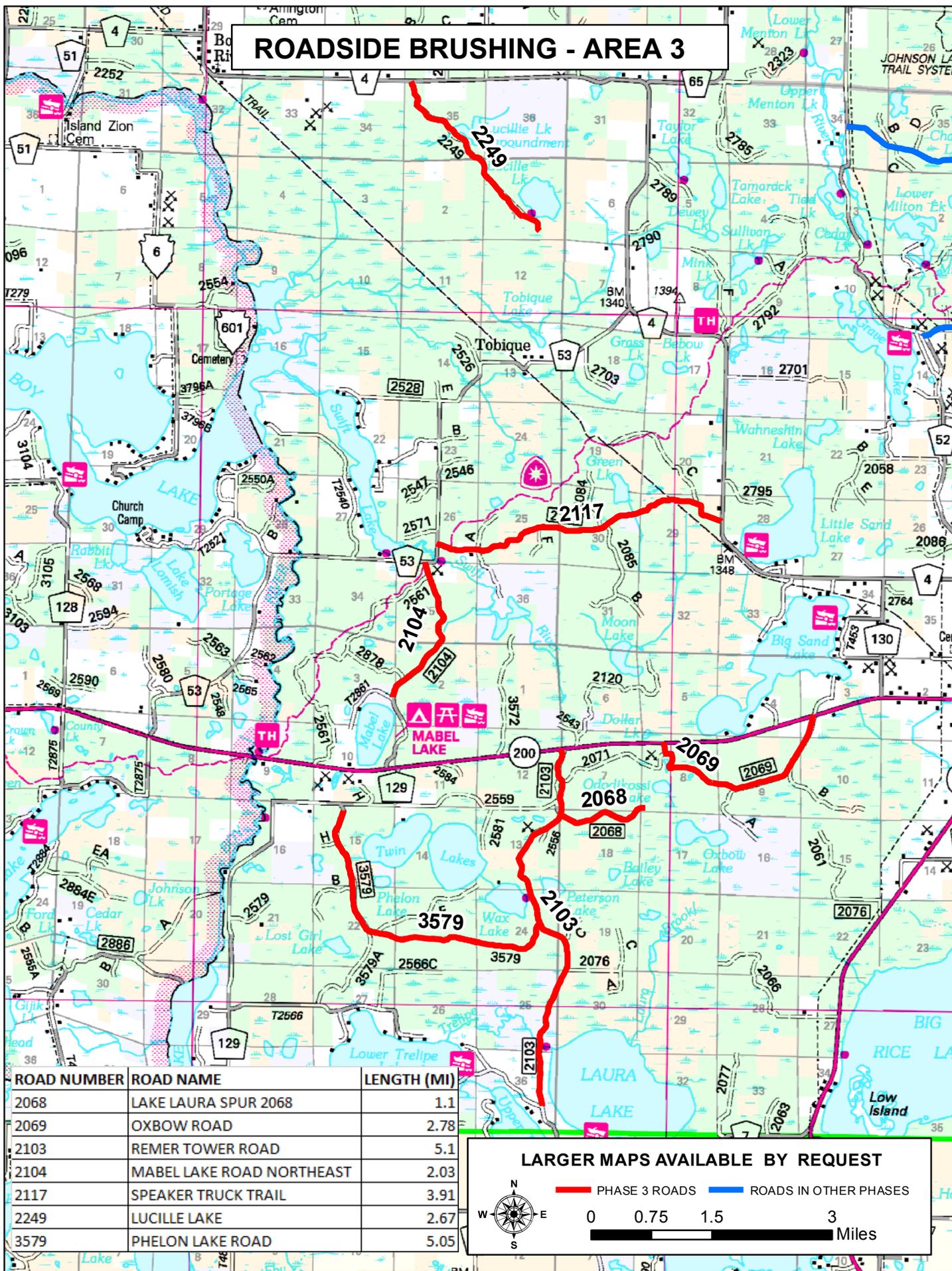
ROAD NUMBER	ROAD NAME	LENGTH (MI)
2100	WOODTICK SPUR 2100	1.8
2107	WOODTICK TRAIL	13.22
2107C	MOCCASIN LAKE DRIVE NW	0.67
2836	MOCCASIN LAKE BOAT ACCESS	0.12
2876	ERWIN HILLS DRIVE NORTHEAST	0.44
3101	HEADQUARTERS DRIVE NORTHEAST	2.41
3759	TANGLEWOOD ROAD	2.53
3790	30TH AVE NORTHWEST	2.5

LARGER MAPS AVAILABLE BY REQUEST

— PHASE 2 ROADS
 — ROADS IN OTHER PHASES

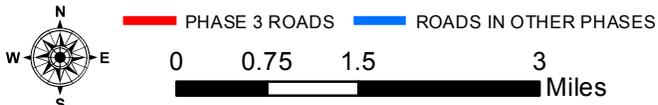
0 0.75 1.5 3 Miles

ROADSIDE BRUSHING - AREA 3

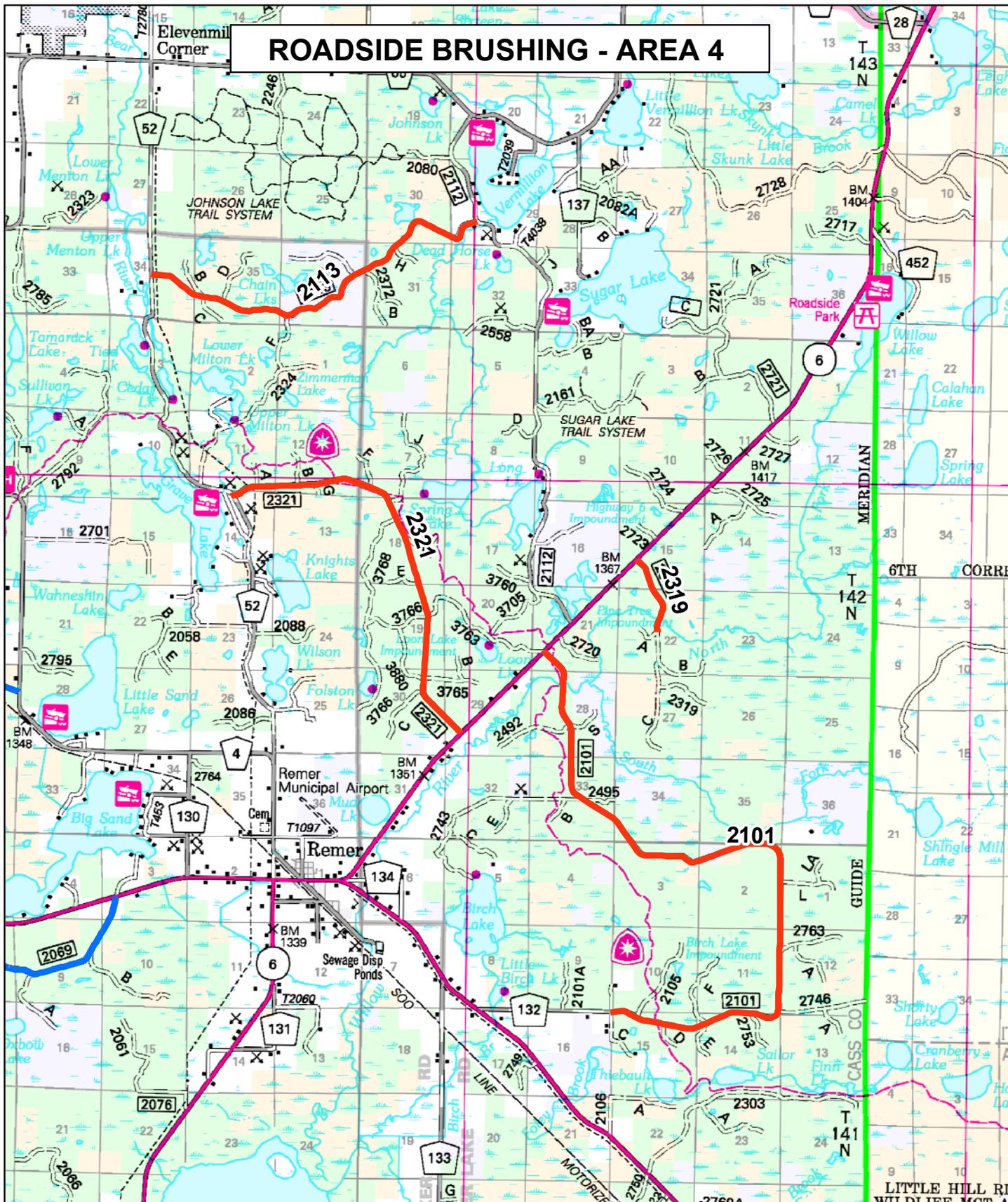


ROAD NUMBER	ROAD NAME	LENGTH (MI)
2068	LAKE LAURA SPUR 2068	1.1
2069	OXBOW ROAD	2.78
2103	REMER TOWER ROAD	5.1
2104	MABEL LAKE ROAD NORTHEAST	2.03
2117	SPEAKER TRUCK TRAIL	3.91
2249	LUCILLE LAKE	2.67
3579	PHELON LAKE ROAD	5.05

LARGER MAPS AVAILABLE BY REQUEST



ROADSIDE BRUSHING - AREA 4



ROAD NUMBER	ROAD NAME	LENGTH (MI)
2101	EAST BOUNDARY ROAD	8.58
2113	SUMAC TOWER ROAD	4.5
2319	WILLOW RIVER	0.97
2321	PLANTATION	5

LARGER MAPS AVAILABLE BY REQUEST

— PHASE 4 ROADS — ROADS IN OTHER PHASES

0 0.75 1.5 3 Miles

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.2.1.1.2 - 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.

KT-IT.6.4 - DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)

Pursuant to 2 CFR 180 and 2 CFR 417, Contractor shall certify and 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.

Contracting Officer shall provide a copy of Forms AD-1047, Certification Regarding Debarment, Suspension and Other Responsibility Matters-Primary Covered Transactions, and AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions to the Contractor.

Contractor shall complete form AD-1047 and provide to the Contracting Officer upon request.

Contractor shall require each Subcontractor to complete form AD-1048 and provide to the Contracting Officer upon request.