

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>INTEGRATED RESOURCE CONTRACT</b> (Applicable to Contracts with Measurement after Harvest)		<b>Name of Contractor</b>	
<b>National Forest</b> Gifford Pinchot	<b>Ranger District</b> Cowlitz Valley	<b>Region</b> Pacific N-West	<b>Contract Number</b>
<b>Contract Name</b> PRT I Stewardship		<b>Award Date</b>	<b>Termination Date</b> 03/31/2017

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

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

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

**UNITED STATES OF AMERICA**

Two Witnesses: 2/

By: \_\_\_\_\_  
 Contracting Officer

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Contractor) 3/

\_\_\_\_\_  
 (Name)

By: \_\_\_\_\_

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (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 corporation 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 the 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.



**A.4 - Timber Payment Rates**, applicable to D.1 and E.0

**A.4.1 - Escalated Rates**, applicable for Species and Products to be Paid for at Rates Escalated under D.2

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$	Base Index
			Base \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$		
<b>Not Applicable</b>								

**A.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) \$	
Douglas-fir and Other Coniferous Species	Sawtimber	Ton	.33	15.18			.38
All Species	Grn Bio Cv	Ton	.09	.09			.38

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A.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.

**A.4.3 - Stewardship Credits**, applicable E.2.2 and K-G.9#

Mandatory Stewardship Projects					
Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
1	Designation of Leave Trees	Acres	313.00		

Optional Stewardship Projects						
Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
2	2	Snag Creation	Each	846.00		
3	3	Down Log Creation	Each	846.00		

The following definitions are established for the terms used in A.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 D.3.1, D.3.2, or D.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 A.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 D.3.1, D.3.2, and D.3.3.

**Bid Rates** are the rates bid by Contractor (exclusive of Required Deposits for slash disposal, road maintenance, and contract scaling) 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 A.4.1 is the Tentative Rate that is subject to quarterly adjustment under D.2; for species and products in A.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), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). 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 K-F.3.2#; and contract scaling deposits, if any, are given in K-G.8.1.6#.

**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 D.2.

**A.5 - Indices Used in Quarterly Adjustment**, applicable to D.2

Species	Index Name and Date
<b>Not Applicable</b>	

**A.6 - High Stumps**, applicable to G.4.1.2

Species	Product	Maximum Stump Height * (inches)
All	All	12

**A.7 - Specified Roads**, applicable to F.2

Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects(2003)-english

Project		Design Class	Appro. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
4510026	CORTRIGHT JUNCTION (R) (segment 1.4 to 1.6)	Single Lane - 10 mp	.2 / .32	1-3 03/02/2012	FS	FS	FS BC

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

**A.8 - Forest Service Engineering Completion Schedule**, applicable to F.2.1

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

**A.9 - Scaling Instructions and Specifications**, applicable to G.8

Name and Date of Governing Instructions: FSH 2409.11a, National Forest Cubic Log Scaling Handbook, as amended and supplemented. Fiber scaling rules apply to nonsawtimber products. Check scaling will be performed on individual scaling locations.

Scaling Specifications					
Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
All	All	20	ALL	ALL	6

**A.10 - Scaling Services**, applicable to G.8.1

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
All	All	Ton	Contractor shall request an alternate scaling site per G.8.1.1 which meets the requirements contained in G.8.1.4.	Total (100%) Weight Scale	.00

**A.11 - Minimum Scaling Volumes**, applicable to G.8.1

Minimum volume for Continuous Scaling Services in two-week period 0 Ton per scaler

Minimum volume for Intermittent Scaling Services 0 Ton on a 0 basis

**A.12 - Fire Precautionary Period**, applicable to H.2

April 01 to October 31, inclusive

**A.13 - Contractor's Responsibility to Furnish Crews and Equipment for:**

**Initial Fire Suppression**, applicable to H.3

Within 5 road miles

**Fire Suppression Reinforcement**, applicable to H.3.1.2 and H.3.1.3

Within 100 road miles

**A.14 - Contractor's Obligation per Operations Fire**, applicable to H.4.1

**Maximum Amount:** \$ \$300,000.00

**A.15 - Termination Date**, applicable to 1.2

March 31, 2017

**A.16 - Normal Operating Season**, applicable to G.3.1, G.6.6, 1.2.1 and J.3

**First Period:** July 01 to October 15, inclusive

**Second Period:** \_\_\_\_\_ to \_\_\_\_\_, inclusive

**A.17 - Performance Bond Amount**, applicable to J.1

**Performance Bond Amount:** N/A

**A.18 - Downpayment**, applicable to E.2.1.1

**Downpayment Amount:** Not Applicable

**A.19 - Periodic Payment Amount**, applicable to E.2.1.3

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

**A.20 - Market-Related Contract Term Addition Producer Price Index**, applicable to 1.2.1.2

**Index Name:** Softwood Lumber **Index Number:** 0811

**A.21 - Inapplicable Provisions**

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

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BE.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED
BI.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION

**A.22 - List of Special Provisions in Part K**

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.)

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K-C.3#	RESERVE TREES (09/2004)
K-C.3.5.5#	DESIGNATION BY PRESCRIPTION (09/2004)
K-D.4.7#	ABNORMAL DELAY (05/2005)
K-E.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)
K-E.2.2	CHANGES IN STEWARDSHIP CREDITS (06/2008)
K-F.1.0.1#	TEMPORARY ROAD AND LANDING CONSTRUCTION (OPTION 1) (06/2010)
K-F.1.2#	USE OF ROADS BY CONTRACTOR (09/2004)
K-F.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
K-G.3.1.5#	PROJECT OPERATION SCHEDULE (05/2005)
K-G.3.2#	PROTECTION OF RESERVE TREES (09/2004)
K-G.4.0.5	ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)
K-G.4.1#	SPECIFIC REQUIREMENTS (05/2005)
K-G.4.2#	YARDING/SKIDDING REQUIREMENTS (05/2005)
K-G.6.0#	EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (07/2008)
K-G.7	SLASH DISPOSAL (06/2008)
K-G.7.4.2#	SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2008)
K-G.8.1.5	THIRD PARTY SCALING SERVICES (09/2004)
K-G.8.4	USE OF PAINT BY CONTRACTOR (OPTION 1) (06/2006)
K-G.9#	STEWARDSHIP PROJECTS (09/2004)
K-H.1	PLANS (05/2005)
K-H.2	SPECIFIC FIRE PRECAUTIONS (05/2005)
K-H.2.0.1	BURNING BY CONTRACTOR (06/2006)
K-H.2.2	EMERGENCY FIRE PRECAUTIONS (05/2005)
K-H.3.1	ADDITIONAL AREA OF FIRE RESPONSIBILITY (05/2005)
K-I.1.0	DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (05/2005)
K-I.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
K-I.3.1#	CONTRACT CHANGES (OPTION 1) (05/2005)
K-I.6.8# (Option 1)	USE OF TIMBER (09/2004)

## **B.0—CONTRACT AREA**

**B.1 Contract Area Map.** The boundaries of "Contract Area" and any subdivision thereof, are as shown on the attached "Contract Area Map" that is made a part hereof, and were, before contract advertisement, designated on the ground by Forest Service to meet the anticipated needs of the parties. The location of Contract Area and its approximate acreage are stated in A.1. Subdivisions may be revised and additional ones may be established only by written agreement. Subdivisions or cutting units and stewardship project areas may be eliminated from Contract Area under conditions described in G.3.6. Catastrophically Damaged areas may be removed from Contract Area under I.3.2.

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

- (a) Identified claims limiting Contractor's rights under B.2;
- (b) Subdivisions defined in C.3 where timber is to be Marked after date of contract advertisement;
- (c) Boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units under C.3;
- (d) Diameter limits for Overstory Removal Units and Understory Removal Units under C.3.3 and C.3.4;
- (e) Areas where leave trees are Marked to be left uncut under C.3.5;
- (f) Specified Roads listed in A.7;
- (g) Sources of base course, surface rock, and rock riprap listed in the Schedule of Items;
- (h) Roads where log hauling or use is prohibited or restricted under F.1.2;
- (i) Roads and trails to be kept open under G.2.2;
- (j) Improvements to be protected under G.2.2;
- (k) Locations of known wildlife or plant habitat and cave resources to be protected under G.2.4;
- (l) Locations of areas known to be infested with specific invasive species of concern under G.3.5;
- (m) Maximum stump heights when more than one height is listed by areas in A.6 under G.4.1.2;
- (n) Skidding or yarding methods specified under G.4.2;
- (o) Streamcourses to be protected under G.5;
- (p) Locations of meadows requiring protection under G.6.1;
- (q) Locations of wetlands requiring protection under G.6.2;
- (r) Locations of temporary roads to be kept open under G.6.3.1; and
- (s) Other features required by Parts A through K.

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

## **C.0—TIMBER SPECIFICATIONS**

**C.1 Included Timber.** "Included Timber" consists of:

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

**C.1.2 Substandard Timber.** Live and dead trees that:

- (a) Do not meet Utilization Standards and
- (b) Are located in Clearcutting Units or construction clearings or are otherwise designated for cutting.

**C.1.3 Damaged Timber.**

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

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

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

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

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

**C.1.3.3 Damage by Catastrophe.** As provided under I.3.2, undesignated live and dead timber within Contract Area, meeting Utilization Standards, and affected by Catastrophic Damage. "Catastrophic Damage" as used hereunder is major change or damage to Included Timber on Contract Area, to Contract Area, to access to Contract Area, or a combination thereof:

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

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

- (i) More than half of the estimated timber volume stated in A.2 or
- (ii) More than two hundred thousand cubic feet (2,000 CCF) or equivalent.

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

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

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

**C.1.5 Construction Timber.** Trees to be used for construction under F.1.

**C.1.6 Other Material.** Species or products not listed in A.2, upon written approval of Contracting Officer under D.4.1.

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

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

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

**C.3 Timber Designations.** Timber designated for cutting shall be confined to Contract Area, except as provided in C.1.3.1, C.1.4, C.1.5, C.3.2, and F.1. Contract Area Map indicates subdivisions, if any, where Marking under C.3.5 is to be done after contract advertisement, except for construction clearing under C.3.2, minor changes under C.3.7, and damaged timber.

The boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units were plainly Marked on ground before contract advertisement and are shown on Contract Area Map. Boundary trees shall not be cut. The number of units and approximate acreage of timber designations are stated in A.3.

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

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

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

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

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

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

**C.3.6 Incompletely Marked Timber.** Live trees within incompletely Marked subdivisions shown on Contract Area Map at time of contract advertisement shall be designated in accordance with K-C.3.6. A representative sample of the timber to be designated has been Marked prior to contract advertisement in accordance with such rules. The approximate locations of the representative sample areas are shown on Contract Area Map.

**C.3.7 Minor Changes.** Within Contract Area, minor adjustments may be made in boundaries of cutting units or in the timber individually Marked for cutting when acceptable to Contractor and Forest Service.

**C.4 Volume Estimate.** The estimated volumes of timber by species designated for cutting under C.3 and expected to be cut under Utilization Standards are listed in A.2. If Contract Area Map indicates that there are incompletely Marked subdivisions, the objective of Forest Service shall be to designate for cutting in such subdivisions sufficient timber so that Contract Area shall yield the approximate estimated volume by species or species groups stated in A.2. However, the estimated volumes stated in A.2 are not to be construed as guarantees or limitations of the timber volumes to be designated for cutting under the terms of this contract.

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

**C.4.1 Adjustment for Volume Deficit.** If Contract Area Map indicates that there are incompletely Marked subdivisions and if Contracting Officer determines that a deficit in the estimated volume will cause the volume cut to be less than 90 percent of the total estimate shown in A.2, Forest Service, upon request by Contractor, shall designate additional timber within Contract Area. Such additional timber shall be limited to that estimated to be necessary to reach approximately the estimated volumes by species listed in A.2. Any such additional designation shall be consistent with land and resource management plans.

**C.4.2 Adjustment for Excess Volume.** If Contract Area Map indicates that there are incompletely Marked subdivisions and if Contracting Officer determines that the volume cut will be more than 120 percent of the total estimated volume listed in A.2, Forest Service, upon request by Contractor, shall make an adjustment in Marking or cutting unit boundaries with the objective of designating for cutting the approximate estimated volumes by species listed in A.2. Such adjustments in volumes shall be confined to (a) Marking adjustments on Contract Area and (b) reduction in area to be cut over. Such adjustments or reductions shall not conflict with the silvicultural treatment being applied on Contract Area and shall not materially change the average value by species of the timber designated for cutting. Such adjustments may be made notwithstanding the provisions of B.1 and C.3.

If the timber designated for cutting is not reduced by such adjustments to less than 120 percent of the total estimated quantity listed in A.2, Contractor, after cutting 120 percent of the total estimated volume listed in A.2, may elect to have Contract Area reduced to eliminate the remaining Included Timber. However, where felling operations have been started, units of minimum practical size shall be retained in Contract Area.

## **D.0—RATES OF PAYMENT**

**D.1 Current Contract Rates.** Included Timber that is removed by Contractor and presented for Scaling in the product form stated in A.2 shall be paid for at Current Contract Rates determined under this Section. "Current Contract Rates" shall be (a) Flat Rates and (b) Tentative Rates adjusted by the escalation procedures in D.2. Flat Rates and Tentative Rates shall be those listed in A.4, unless superseded by rates redetermined under D.3 or established for Contract Term Extension. In addition, Required Deposits shall be made as listed in A.4, K-F.3.2, and K-G.8.1.6, or established under D.3 or I.2.3.

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

Notwithstanding I.2.3, Current Contract Rates for timber cut and removed from Contract Area that remains unscaled after Termination Date, as adjusted or extended, shall be Current Contract Rates in effect on Termination Date.

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

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

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

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

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

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

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

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

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

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

Tentative Rates and Flat Rates in effect at the time of the revision will be adjusted by said differences to become Current Contract Rates. Accordingly, Base Rates shall be adjusted to correspond to the redetermined rates if redetermined rates are less than the original Base Rates, subject to a new Base Rate limitation of the cost of essential reforestation or 25 cents per hundred cubic feet or equivalent, whichever is larger. However, existing Base Indices shall not be changed under this Subsection.

Redetermined rates, or differences for rates subject to D.2, and Required Deposits shall be considered established under D.1 for timber Scaled subsequent to the contract revision.

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

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

Upon agreement under I.3.2, redetermined rates and Required Deposits shall be considered established under D.1 for timber Scaled subsequent to Catastrophic Damage.

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

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

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

Redetermined rates shall be considered established under D.1 for timber Scaled subsequent to the delay or interruption.

**D.3.4 Emergency Rate Redetermination.** Forest Service shall redetermine rates if, upon Contractor's application, Forest Service determines that, because of changes in the timber market since the award date or the last rate redetermination under this provision, the Producer Price Index identified in A.20 has declined by 25 percent. Rates shall be redetermined under D.3 and shall be considered established under D.1 for timber Scaled subsequent to Contractor's application. This Subsection shall not apply during Contract Term Extension.

#### **D.4 Other Payment Rates.**

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

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

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

**D.4.2 Timber Cut Through Mistake.** Undesignated timber meeting Utilization Standards, cut by Contractor through mistake and included by Contracting Officer under C.1.4, shall be removed and paid for at Current Contract

Rates and Required Deposits, unless such material is not listed in A.2. In such event, Contracting Officer, in accord with standard Forest Service methods, shall establish rates to be paid.

**D.4.3 Designated Timber Cut But Not Removed.** Standard timber shall be removed, as provided in C.2, prior to acceptance of subdivision for completion of logging and stewardship project operations under G.3.6. There shall be no charge when:

- (a) The leaving of incidental material is justified under existing conditions, including those under G.4 or
- (b) Cut timber is left by option or requirement, as under C.3.1, C.3.2, and G.4.

**D.4.4 Undesignated Timber Damaged Without Negligence.** Undesignated timber meeting Utilization Standards, damaged without negligence by Contractor and designated by Forest Service under C.1.3.1, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits.

**D.4.5 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut.** Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Contracting Officer under C.1.3.2, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits that are in addition to liquidated damages under D.4.6.

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

**D.4.6 Liquidated Damages.** Unnecessary damage to or negligent or willful cutting of undesignated timber, as described in D.4.5, on portions of Contract Area cut over under this contract is likely to cause substantial silvicultural or other damage to the National Forest. It will be difficult, if not impossible, to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages an amount equivalent to the amount payable at Current Contract Rates. If designated by Contracting Officer, Contractor shall remove such damaged or cut timber and pay for it at Current Contract Rates.

**D.4.7 Defect Caused by Abnormal Delay.** Scaling deductions made for rot, check, or other defect resulting from abnormal delay in Scaling caused by Contractor shall be recorded separately and charged to Integrated Resource Account at Current Contract Rates and applicable deposits.

## **E.0—PAYMENTS**

**E.1 Amount Payable for Timber.** Current Contract Rates and Required Deposits in effect when the timber is Scaled shall be applied to the Scaled volume to determine the amount Contractor shall pay.

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

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

Cash deposits shall be recorded currently in such account.

Charges for timber cut shall be made when Forest Service prepares and furnishes to Contractor periodic statements of volume and value of such timber cut and Scaled. Charges subject to escalation under D.2 shall be made initially on the basis stated in E.2.1.4 and shall be adjusted at the end of each calendar quarter, as provided in D.2.

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

**E.2.1.1 Downpayment.** The downpayment amount shown in A.18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to J.4, transferred to other contracts, or refunded until stumpage value representing 25 percent of the total bid value of the contract has been charged and paid for or the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

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

Forest Service billings for advance cash deposits shall be in such amounts that Integrated Resource Account will maintain an unobligated balance equal to the applicable charges for timber that Forest Service estimates will be cut in not less than 30 days and not more than 60 days. This advance cash deposit may be reduced to a smaller amount by the terms of E.2.1.1, E.2.1.3, E.2.1.5, and/or E.2.1.7. Except for amounts required pursuant to E.2.1.1, E.2.1.3, and E.2.1.7, Contractor shall not be required to make advance deposits above those required under this Item.

When the credit balance in Integrated Resource Account is less than the amount due for timber estimated to be cut in 10 days, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received.

**E.2.1.3 Periodic Payment Schedule.** Contractor shall make periodic payments for stumpage value, as shown in A.19.

In the event Contractor has not paid the amount(s) stated in A.19 as stumpage for volume removed by the periodic payment determination date(s), Forest Service shall issue a bill for collection for the difference between the required amount and payments made by Contractor. If payment(s) fall due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Integrated Resource Account billing date.

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

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

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

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

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

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

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

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

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

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

**E.2.2 Stewardship Credits.** "Stewardship Credits" are credits that are earned and established when work described in K-G.9 has been performed and accepted. Stewardship Credits shall be earned at the rate as shown in A.4.3. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

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

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

**E.2.2.3 Excess Timber Value.** In the event the value of Included Timber exceeds the total value of all of the mandatory projects shown in A.4.3, plus the optional projects shown in A.4.3 that Contractor has been authorized to perform:

(a) Contracting Officer shall authorize additional optional projects shown in A.4.3 if the excess timber value exceeds 10 percent of the total timber value, or

(b) Contracting Officer shall authorize additional optional projects shown in A.4.3 or require cash payment if the excess timber value is less than 10 percent of the total timber value, or

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

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

**E.2.3 Temporary Reduction of Downpayment.** When, under I.3.3, Contracting Officer requests Contractor to delay or interrupt Contractor's Operations for more than 90 days, the downpayment amount being held on deposit may be temporarily reduced upon the written request of Contractor or at the discretion of Contracting Officer. For the period of the delay or interruption, the downpayment on deposit may be reduced to \$1,000 or two (2) percent of the downpayment amount listed in A.18, whichever is larger.

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

Upon Contractor's receipt of bill for collection and written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Contractor shall restore the downpayment to the full amount shown in A.18 within 15 days after the date the bill for collection is issued, subject to the provisions of E.4. Contractor shall not resume contract operations until the downpayment amount is fully restored.

**E.2.4 Refund of Excess Cash.** If at any time the credit balance of Integrated Resource Account exceeds the charges for timber that Forest Service estimates will be cut within the next 60 days, any portion of such excess that is due to cash in the account shall be refunded, if requested by Contractor, unless deposited under E.2.1.1, E.2.1.3, or E.2.1.7. If Contractor plans no cutting within the next 60 days, Forest Service may refund the entire unencumbered cash balance, except as provided in this Subsection. After a refund for a shutdown, deposits shall be made to meet the requirements of E.2.1.2 before additional timber may be cut.

**E.2.5 Refund after Scaling Completed.** Any cash deposit, in excess of that required to meet charges under E.2, shall be refunded or transferred within 15 days of Contractor's request after Scaling is completed, except for amounts estimated to be required under J.5.

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

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

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

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

**E.4 Payments Not Received.**

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

- (i) Slash disposal, road maintenance, and contract scaling deposits;
- (ii) Cooperative work at rates established by specific agreement under E.2.1.8;
- (iii) Damages pursuant to J.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to E.2.2;
- (vi) Periodic payments pursuant to E.2.1.3;
- (vii) Extension Deposits pursuant to E.2.1.7; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date allowed in the bill for collection for receipt of payment shall be considered a breach under J.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date allowed for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will

receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

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

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

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

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

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

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

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

(ii) Contractor files and prosecutes a timely Claim.

## **F.0—TRANSPORTATION FACILITIES**

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

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

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

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

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

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

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

(a) Cannot be used for log hauling or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Substantially Completed" means:

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

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

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

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

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

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

**F.2.5.1 Variation in Quantities.**

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

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

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

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

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

### **F.2.5.2 Physical Change.**

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

- (i) More than \$10,000 or
- (ii) More than 10 percent of total Specified Road construction cost, whichever is less.

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

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

- (i) Estimated quantities actually constructed prior to physical change, including work abandoned, and
- (ii) Estimated quantities to be constructed following physical change.

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

- (i) Current Unit Rates to differences when quantities increase and
- (ii) Unit rates comparable to those used in computing most recent cost estimate for the contract when quantities decrease.

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

### **F.2.5.3 Design Change.**

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

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

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

- (i) Be due to differences between anticipated and actual field conditions,
- (ii) Be necessary to construct Specified Roads to design standards, or
- (iii) Be necessary to assure stability of Specified Roads.

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

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

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

- (i) Estimated quantities actually constructed prior to Design Change and
- (ii) Estimated quantities to be constructed following Design Change.

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

- (i) Current Unit Rates to difference when quantities increase and
- (ii) Unit rates comparable to those used in computing most recent cost estimates of the contract when quantities decrease.

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

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

Based on design quantities from such engineering, Forest Service shall estimate Specified Road construction costs of alternate facilities, using methods consistent with those used in the original computation of the Schedule of Items. If Specified Road construction costs for acceptable alternate facilities are less than the estimated costs of facilities listed in the original Schedule of Items that Contractor does not construct, Integrated Resource Account shall be adjusted by Forest Service to reflect the reduction in costs. In event of rate redetermination under D.3, such allowed costs shall be the redetermined estimated costs of facilities listed in the original Schedule of Items that Contractor does not construct.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **G.0—OPERATIONS**

**G.1 Representatives.** Unless otherwise agreed, Contractor shall designate, in writing, a representative who is authorized to receive notices in regard to performance under this contract and take related action. In no case shall Contractor designate any representative to this contract who is currently debarred, proposed for debarment, or suspended by the Federal Government. Contractor's representative shall provide a copy of the contract to Contractor's field supervisor and persons authorized to assume responsibilities in the field supervisor's absence. Prior to initial

operations and after shutdowns of 10 days or more, Contractor's representative shall notify Forest Service 2 days, excluding weekends and Federal holidays, before any operations begin on Contract Area.

Contractor's representative shall designate, in writing, a field supervisor, one of whose responsibilities shall be on-the-ground direction and supervision of Contractor's Operations. The field supervisor shall be readily available to the area of operations when operations are in progress and shall be authorized to receive notices in regard to performance under this contract and take related action. The responsibilities of the field supervisor shall include the safe-guarding of National Forest resources and performance within the terms of the contract. Contractor representative will furnish Forest Service with names of persons authorized to assume responsibilities in field supervisor's absence. Such delegations may be made a part of Contractor's annual Operating Schedule under G.3.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subject to G.6 and when the requirements of G.6.6 are met, Contractor's Operations may be conducted outside Normal Operating Season. "Normal Operating Season" is the period(s) beginning and ending on the dates stated in A.16 of any year.

**G.3.1.1 Inclusion of Technical Proposal.** Upon execution of the contract, all elements of the Technical Proposal accepted by Forest Service become binding parts of the contract, including, but not limited to, planned periods for and methods of road construction, timber harvesting, performance of stewardship projects, slash disposal, erosion control measures, and other contractual requirements. In addition, Contractor may not substitute a Subcontractor that

has been accepted in the Technical Proposal with an alternate Subcontractor, unless Contracting Officer agrees to substitution.

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

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

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

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

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

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

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

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

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

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

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

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

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

### **G.3.5 Equipment Cleaning.**

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

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

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

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

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

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

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

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

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

(b) Specific requirements on a subdivision of Contract Area (such as logging, stewardship project operations, slash disposal, erosion control, or snag felling); or

(c) All contract requirements on a subdivision of Contract Area.

Forest Service may perform such inspections without request from Contractor.

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

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

When all contractual work of Contractor has been accepted for any subdivision of Contract Area or cutting unit or stewardship project area identified on Contract Area Map, such area shall be eliminated from Contract Area on written notice of either party to this contract, unless such area is a portion of a larger work area. In the latter circumstance, such area may be eliminated only by agreement.

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

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

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

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

**G.4 Conduct of Logging.** Unless otherwise specifically provided herein, Contractor shall fell trees designated for cutting and shall remove the portions that meet Utilization Standards, as provided in C.2, prior to acceptance of subdivision for completion of logging and stewardship projects under G.3.6. Forest Service may make exceptions for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber. Logging shall be conducted in accordance with the following, unless K-G.4 provisions set forth requirements to meet special or unusual logging conditions:

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

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

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

**G.4.1.3 Bucking Lengths.** Trees shall be bucked in various lengths to obtain the greatest utilization of material meeting Utilization Standards.

**G.4.1.4 Limbing.** When Forest Service determines it is necessary to minimize damage to the residual stand during skidding, Contractor shall cut exposed limbs from products prior to skidding. Contractor may leave uncut those limbs that cannot be cut with reasonable safety.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**G.8 Scaling.** "Scaling," as used herein, involves:

(a) Various volume determination methods, such as log rule, sampling, measuring, linear measuring, counting, weighing, or another method or combination of methods;

(b) Various sites, such as truck Scaling stations, rollways, weighing stations, woods landings, water Scaling stations, or other sites; and

(c) Various geographic locations.

**G.8.1 Scaling Services.** Scaling services shall be performed by Forest Service personnel or parties under contract to Forest Service, except that weighing services may be performed by personnel or parties approved by Forest Service. Scaling shall be provided in accordance with the instructions and specifications in A.9. Scalers shall be currently certified to perform accurate Scaling services. The Scaling services provided shall be selected exclusively by Forest Service.

Scaling services may be Continuous, Intermittent, or Extended. "Continuous Scaling Services" is Scaling at one site five (5) 8-hour shifts a week, exclusive of Sundays and Federal holidays. "Intermittent Scaling Services" are noncontinuous Scaling services. "Extended Scaling Services" are Scaling services exceeding Continuous Scaling Services and may include Sundays and designated Federal holidays.

Upon written request of Contractor and approval of Contracting Officer, Forest Service may provide other services, such as but not limited to grading, tagging, or marking of Scaled logs.

**G.8.1.1 Scaling Location.** Forest Service shall provide Scaling services at the Scaling site(s) shown in A.10. The Scaling site(s) shown in A.10 normally will be a non-exclusive site where more than one National Forest contractor may be served.

Contractor may request, in writing, an alternate Scaling site, such as at a private mill yard, private truck ramp, or a privately operated log transfer facility. Contracting Officer may approve an alternate Scaling site, when Contracting Officer determines that Scaling conditions at an alternate site are acceptable. Such conditions shall include at a minimum:

- (a) Scaler safety and comfort,
- (b) Product accountability and security,
- (c) Facilities and practices conducive to accurate and independent Scaling, and
- (d) The ability to provide for remote check Scaling.

Upon approval of an alternate Scaling site, Forest Service and Contractor shall enter into a written memorandum of agreement governing Scaling at that alternate location. Contractor agrees that Forest Service personnel or persons under contract with Forest Service shall perform Scaling services at an alternative Scaling site. In no instance shall Contractor or employees of Contractor perform Scaling services.

**G.8.1.2 Scaling Adjustments.** Forest Service shall check the accuracy of the Scaling performed on National Forest logs. Scaling will be satisfactory if performed within the accuracy standards stated in governing instructions identified in A.9. In the event Forest Service check Scale(s) shows a variance in net Scale in excess of the allowable variance, an adjustment to volume reported Scaled may be made by Forest Service.

Such adjustment will be based on the difference between Forest Service check Scale(s) and original Scale for contract volume Scaled within the adjustment period. The volume to which this difference will be applied will be:

(a) One-half of the volume Scaled between the last satisfactory check Scale and the first unsatisfactory check Scale or, if a period of 120 days or more occurs without Scaling National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled after this period and

(b) 100 percent of the volume Scaled between unsatisfactory check Scales and

(c) One-half of the volume Scaled between the last unsatisfactory check Scale and the next satisfactory check Scale, or if no satisfactory check Scale is completed and a period of 120 days or more occurs without Scaling of National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled since the last unsatisfactory check Scale.

Adjustments may increase or decrease the original Scaled volume. Adjustments will be applied to Integrated Resource Account to correct charges for Included Timber, plus deposits, Scaled during the adjustment period.

**G.8.1.3 Delayed or Interrupted Scaling Services.** In the event Scaling services are delayed or interrupted, Contractor shall discontinue hauling. Contractor agrees that in the event such a delay or interruption occurs for reasons not caused by Contractor, its sole and exclusive remedy shall be:

(a) Contract Term Adjustment and

(b) Out-of-Pocket Expenses incurred as a direct result of the delay or interruption of Scaling services under this Item. Contractor further agrees that no logs will be presented for Scaling outside agreed upon Scaling services schedule.

**G.8.1.4 Weighing Services.** Weighing services for stumpage payment purposes may be provided by either public or privately owned and operated weighing facilities. A "Weighing Services Agreement," approved by the Forest Supervisor, must be executed at each weighing facility providing weighing services.

Scales used to weigh National Forest products for payment purposes must be a currently certified scale in accordance with State law and be capable of weighing the entire load of logs in a single operation. The weighing of less than the entire load or weighing two loads at once is prohibited. Unless otherwise agreed, the minimum sized weighing facility shall be a 60-ton capacity scale with a 10 foot by 70 foot platform or larger. The weighmaster must work in a position where it is possible to verify that the truck wheels are on or off the scales.

Weighing facilities shall meet the following minimum requirements:

- (a) Be an electronic design,
- (b) Use electronic load cells or have a fully enclosed and sealed weigh-beam,
- (c) Have digital weight meters sealed with a seal approved by the State,
- (d) Have a zero interlocking device on the printer,
- (e) Have an automatic zero-setting mechanism,
- (f) Have an automatic motion-detecting device,
- (g) Be shielded against radio or electromagnetic interference, and

(h) Have a date and time stamp and gross and tare weights that print electronically with each weighing. Contracting Officer may waive electronic printing for public or third party weighing facilities.

Contractor shall bear all charges or fees for weighing services.

**G.8.2 Presentation for Scaling.** Contractor shall present products so that they may be Scaled in an economical and safe manner. If prior to Scaling, Included Timber is to be mixed with other timber, Contractor shall, prior to mixing, provide for distinguishing, by means approved by Forest Service, each product included in this contract.

Trees or pieces presented for Scaling that have not been bucked to separate material meeting minimum piece standards from material not meeting minimum piece standards due to diameter, shall be Scaled as though such bucking had been done.

Deductions made for rot, check, or other defects resulting from abnormal delay in Scaling caused by Contractor shall be recorded separately and charged to Integrated Resource Account under D.4.7.

Any timber that has been removed from Contract Area during the period of this contract, but remains unscaled after Termination Date, shall be Scaled at the earliest reasonable date.

**G.8.3 Scaling Other Products.** The Scaled volume of material presented for Scaling in forms other than those stated in A.2, when appropriate, shall be converted to the A.2 unit of measure by the application of standard converting factors and procedures in effect at the time the contract was sold. Other converting factors may be used by written agreement.

**G.8.4 Accountability.** When Scaling is performed away from Contract Area, products shall be accounted for in accordance with Forest Service written instructions or an Accountability Agreement between Forest Service and Contractor and as follows:

- (a) Contractor shall plainly mark or otherwise identify products prior to hauling in accordance with G.8.4.2;
- (b) Forest Service shall issue removal receipts to Contractor;
- (c) Contractor shall assign a competent individual at the landing to complete removal receipts and attach them to each load of products removed from Contract Area;
- (d) Removal receipts shall be returned to Forest Service at periodic intervals;
- (e) When products are in transit, the truck driver shall possess or display removal receipt and show it upon request as evidence of authority to move products;
- (f) The scaler's portion of removal receipt shall be surrendered at point of Scaling, the unloading point, or as requested by Forest Service; and
- (g) Contractor shall notify Forest Service of lost or off-loaded logs and their location within 12 hours of such loss. Contractor shall not place products in storage for deferred Scaling until an accountability system has been agreed to in writing for a stated period.

**G.8.4.1 Route of Haul.** As part of the annual Operating Schedule, Contractor shall furnish a map showing the route of haul over which unscaled products will be transported from Contract Area to the approved Scaling location. Such route of haul shall be the shortest, most economical haul route available between the points.

Upon advance written agreement, other routes may be approved. All unscaled products removed from Contract Area shall be transported over the designated routes of haul. Contractor shall notify Forest Service when a load of products, after leaving Contract Area, will be delayed for more than 12 hours in reaching Scaling location.

Contractor shall require truck drivers to stop, if requested by Forest Service, for the following reasons:

- (a) For accountability checks when products are in transit from Contract Area to the designated Scaling location or
- (b) For a remote check Scale when products are in transit after being truck Scaled at the designated Scaling location.

Contractor and Forest Service shall agree to locations for accountability checks and remote check Scales in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks.

Forest Service shall notify Contractor of the methods to be used to alert truck drivers of an impending stop.

**G.8.4.2 Product Identification.** Before removal from Contract Area, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Contractor shall:

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

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

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

**G.8.5 Scaling Lost Products.** The volume of lost products shall be determined by the best methods currently available, using data from the records for the period in which the loss occurred or the most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating size or species of lost products, species distribution and volume for entire truckloads shall be assumed to be the same as the average volume Scaled per truck during the report period, and for individual products it shall be assumed that the volume and species were the average volume of the highest priced species Scaled during the report period.

**G.8.5.1 Scaling Lost Sample Loads.** If Scaling is being done by sampling loads of logs, Contractor shall present such sample loads for Scaling by Forest Service. If loads of logs selected to be sample Scaled are placed in the decks before they are Scaled, they will be considered as lost sample loads. It will be difficult, if not impossible, to determine the volume and species contained in such loads for payment purposes. Therefore, lost sample loads will be deemed to have a Scale volume and species composition equal to that of the highest value load Scaled during the sampling period, as established by Forest Service. If no sample loads were Scaled during the period, the Scale data for the high valued load will be taken from the most current preceding sampling period with Scale. Sample loads lost as a result of Forest Service actions shall be treated as non-Scaled loads.

**G.8.6 Scale Reports.** Forest Service shall provide Contractor a copy of Forest Service scaler's record, if requested in writing.

**G.9 Stewardship Projects.** Performance of stewardship projects shall be in accordance with the specifications in K-G.9.

All of the mandatory stewardship projects, as shown in A.4.3, shall be performed. Optional stewardship projects, as shown in A.4.3, shall be performed when authorized in writing by Contracting Officer. Such authorization may be for all or a portion of the quantity shown. Optional stewardship projects may be selected and authorized in any order by the Contracting Officer. Upon written request of Contractor, additional optional stewardship projects shall be authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship projects if three or more authorized optional stewardship projects or any of the mandatory stewardship projects remain uncompleted. Contracting Officer shall not be obligated to authorize additional optional stewardship projects at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship projects.

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

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

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

## **H.0—FIRE PRECAUTIONS AND CONTROL**

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

**H.2 Fire Precautions.** Specific fire precautionary measures listed in K-H.2 shall be applicable during Contractor's Operations in "Fire Precautionary Period" described in A.12. Contracting Officer may change the dates of Fire Precautionary Period by advance written notice, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during Contractor's Operations in Fire Precautionary Period.

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

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

**H.3 Fire Control.** Contractor shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from Contractor's Operations and to suppress any forest fire on Contract Area. Contractor's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Contractor's disposal on Contract Area or within the distance of Contract Area stated in A.13.

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

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

**H.3.1.2 Personnel.** To release for employment by Forest Service any or all of Contractor's personnel engaged in Contractor's Operations or timber processing within the distance of Contract Area stated in A.13. Any organized crew so hired shall include Contractor's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.

**H.3.1.3 Equipment.** To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of Contractor's equipment suitable for fire fighting and currently engaged in Contractor's Operations within the distance of Contract Area stated in A.13. Equipment shall be operated only by personnel approved by Contractor, if so requested by Contractor.

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

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

Forest Service, except as provided in H.3, shall use cooperative deposits under E.2.1.8 to perform fire suppression activities on Operations Fires. Contractor agrees to reimburse Forest Service for such cost for each Operations Fire, subject to a maximum of the dollar amount stated in A.14. The cost of Contractor's actions, supplies, and equipment on any such fire provided pursuant to H.3, or otherwise at the request of Forest Service, shall be credited toward such maximum. If Contractor's actual cost exceeds Contractor's obligation stated in A.14, Forest Service shall reimburse Contractor for the excess.

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

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

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

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

## **I.0—OTHER CONDITIONS**

### **I.1 Title and Liability.**

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

**I.1.2 Liability for Loss.** If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses after removal of timber from Contract Area, but before Scaling, shall be borne by Contractor at Current Contract Rates and Required Deposits. Deterioration or loss of value of salvage timber is not an unexpected event, except for deterioration due to delay or interruption that qualifies for Contract Term Adjustment or under I.3.3.

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

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

**I.2 Period of Contract.** All obligations of Contractor shall be discharged not later than "Termination Date" stated in A.15, unless it is adjusted pursuant to I.2.1 or I.2.1.2 or extended pursuant to I.2.3 or I.3.2, excepting only those obligations for which Forest Service has given written permission to delay performance. Such written permission shall be considered a Contract Term Adjustment for the purpose of Contractor completing performance of obligations covered by such permission.

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

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

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

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

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

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

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

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

**I.2.1.2 Market-Related Contract Term Addition.** The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A.20. Contractor will be notified whenever the

Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

The total amount of contract term addition is limited to the lesser of twice the length of the original contract or 3 years. The revised contract term may not exceed 10 years as a result of market-related contract term addition. Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage will result from delay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

After Contract Area Map has been outlined under this Subsection, Forest Service may propose contract modification to permit the harvest of catastrophe-affected timber. If Contractor accepts Forest Service proposed modifications, this contract shall be modified to include rates redetermined under D.3.2 and other related revisions as

necessary, such as revision of Operating Schedule to ensure prompt removal of affected timber when necessary to avoid further loss and provision for additional contract time, if needed.

### **I.3.3 Contract Suspension and Modification.**

(a) Contracting Officer may, by written order, delay or interrupt authorized operations under this contract or modify this contract, in whole or in part:

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

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

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

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

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

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

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

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

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

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

### **I.3.4 Contract Termination.**

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

(b) Contractor agrees that compensation for termination of this contract, in whole or in part, under this Subsection shall be:

(i) refund or release of advanced deposits under E.2.1.2 for timber cut but not removed,

(ii) reimbursement for Out-of-Pocket Expenses, and (iii) one of the following, except when termination, pursuant to I.3.3(v), is based upon a change of law which is public and general in nature: replacement volume under subparagraph (c) or liquidated damages under subparagraph (d).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Be given unless such other party:

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

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

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

## **I.6 Provisions Required by Statute.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If Contractor knowingly enters into a contract transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or contracts,

in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

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

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

## **J.0—PERFORMANCE AND SETTLEMENT**

**J.1 Performance Bond.** As a further guarantee of the faithful performance of the provisions of this contract, Contractor delivers herewith and agrees to maintain a surety bond in the dollar amount stated in A.17, unless the amount is adjusted as provided in J.1.1 or J.1.3. In lieu of surety bond, Contractor may deposit into a Federal Depository, as directed by Forest Service under E.2.1, and maintain therein, cash in the dollar amount stated in A.17 or negotiable securities of the United States having market value at time of deposit of not less than the dollar amount stated in A.17.

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

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

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

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

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

Upon Contractor's receipt of written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Contractor shall restore the performance bond to the full amount shown in A.17 within 15 days. Contractor shall not resume contract operations until the performance bond amount is fully restored.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Special Provisions in Part K

(b) Contract Area Map

(c) Specific Conditions in Part A and Schedule of Items

(d) Standard Provisions in Parts B through J

(e) Special project specifications

(f) Plans, such as slash, erosion control, and dust abatement

(g) Agreements between Contractor and Forest Service, as authorized under the contract

(h) Plans:

(i) Figured dimensions over scaled dimensions

(ii) Large scale Plans over small scale Plans

(i) Standard specifications

(j) Lists and/or tables in Plans over any conflicting notations on Plans

(k) Shop Drawings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **J.4 – Damages for Failure to Complete Contract or Termination for Breach.**

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

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

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

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

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

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

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

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

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

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

### **K.0—SPECIAL PROVISIONS**

In accordance with A.21, the Sections, Subsections, and Items therein listed are attached and made a part hereof. The identifier after the K indicates the Part, Section, Subsection, or Item that is being supplemented or modified by each particular provision included in this Part.

TRAFFIC CONTROL PLAN AND SPECIFICATIONS PURSUANT TO G.3.3 - SAFETY

Unless otherwise agreed, the following measures are required to provide adequate warning of hazards for users of roads and trails adjacent to Contractor's Operations.

## Part I. Signing and Other Warning Methods:

(a) Signs. The following signs are required when Contractor's Operations are in progress adjacent to or on Forest Service controlled roads and trails:

<u>MINIMUM LETTER SIZE AND LEGEND</u>	<u>MINIMUM SIZE AND SHAPE</u>	<u>WHEN AND WHERE REQUIRED</u>
1. LOGGING OPERATIONS NEXT <> MILES (4" letters)	24" (rectangle) 36"	Min. 100 ft. outside of any continuous work areas, on roads listed in K-F.3.1# and trails listed in Part II.
2. LOGGING OPERATIONS (3" letters)	24" (diamond) 24"	To be used in conjunction with "Logging Operations Next <> Miles" and where work area is not continuous.
3. FOR LOGGING USE ONLY (3" letters)	24" (diamond) 24"	Required where roads listed in K-F.3.1# and temporary roads intersect with K-F.3.1# roads. Install a cross ditch to discourage use when sign is covered or removed for extended periods.
4. TRUCKS (4" letters)	24" (diamond) 24"	At critical intersections on roads listed in K-F.3.1# when traffic is heavy or otherwise exceeds volumes stated in Part II below. Remove or cover when the sign is not applicable.
5. END LOGGING OPERATIONS (4" letters)	24" (rectangle) 36"	Use in conjunction with "Logging Operations Next <> Miles" and "Logging Operations."
6. TREE FELLING AHEAD (3" letters)	24" (diamond) 24"	Required 200 feet in advance of danger area where timber is being felled adjacent to all roads, including temporary roads, and trails.
7. ROAD MACHINERY AHEAD (3" letters)	24" (diamond) 24"	Required at least 200 feet in advance of Contractor road maintenance operations on roads listed in Schedule K-F.3.1#.

All signs shall meet requirements as specified in Parts I and VI of the Manual of Uniform Traffic Control Devices (MUTCD).

Sign borders and lettering shall be black. Borders are 1/2 inch wide, inset 1/2 inch from outside edge of sign. All sign backgrounds shall be orange, except signs #1 and 5 which shall be reflectorized orange.

Signs shall be installed on posts, with a 5 foot minimum ground clearance, or on temporary supports complying with MUTCD standards.

TRAFFIC CONTROL PLAN AND SPECIFICATIONS PURSUANT TO G.3.3 - SAFETY (CONTINUED)

All signs are to be removed or covered when operations are interrupted for seasonal nonuse or other extended periods.

Contractor shall furnish flag personnel and advance warning signs when cable or helicopter logging above roads or trails, felling adjacent to roads or trails, where logs being bucked may roll into roads or trails, and in areas where fallout from blasting may occur. On roads listed in K-F.3.1# and temporary roads, Contractor may temporarily block the road in lieu of furnishing flag personnel.

(b) Barricades. On roads listed in K-F.3.1#, if Contractor's Operations cause the traveled way or road shoulders to be constricted overnight, or longer, by such obstructions as decked logs, parked equipment, or piled slash, Contractor shall place barricades on both sides of the encroaching obstruction to safely channel traffic around such obstructions. Barricades shall remain in place until the obstruction is removed.

Barricades shall be Type II and meet specifications in MUTCD, Part VI. Barricades must be at least 3 feet high. Rails must be at least 2 feet long. Striping shall be alternating orange and white, sloping at a 45 degree angle, and reflectorized. For rails 2 feet to 3 feet long, striping shall be 4 inches wide. For rails longer than 3 feet, striping shall be 6 inches wide. Two rails, 8-12 inches in width, must face each direction.

Barricades shall be equipped with warning lights which shall be Type A low intensity flashing and shall be maintained so as to be capable of being visible on a clear night from a distance of 3,000 feet.

(c) Other Traffic Control Methods. The posting of CB channel signs may be authorized.

On roads listed in K-F.3.1#, Contractor may be authorized to install temporary gates, barricades (except cables), or natural barriers. The devices must be installed with the necessary hazard markers, be reasonably passable by Forest Service, and be removed prior to acceptance of the subdivision being served by the road.

Part II. Specific Requirements:

Signs in Part I will be installed and maintained by Contractor at locations indicated by the Forest Service prior to the start of the operations.

Public use restriction applies to Forest Roads 4400024, 4500032, 1200185, and 1266014. Sign as "Logging Use Only".

Contractor and Forest Service agree to the above stated requirements of the Traffic Control Plan:

<i>Name</i>		<i>Name</i>
<i>Title</i>		<i>Title</i>
<i>Date</i>		<i>Date</i>

K-C.3# - RESERVE TREES (09/2004)

Notwithstanding the designations for cutting under C.3.1, C.3.2, C.3.3, or C.3.4, live or dead genetic reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by band of orange paint and shall be protected in accordance with K-G.3.2#. Units with reserve trees are shown on Contract Area Map.

K-C.3.5.5# - DESIGNATION BY PRESCRIPTION (09/2004)

Within Subdivision(s) or cutting unit(s) 1, 2, 3, 5, 7, 8, 10, 17, and 18, as shown on Contract Area Map, the following criteria shall be used by Contractor to designate trees and other products for cutting and removal. Contractor shall Mark leave trees with Contractor's non-tracer orange paint. Forest Service shall inspect and approve Marking prior to cutting.

- (a) Trees meeting the attached designation description .
- (b) Additional trees to be cut, if any, are Marked by Forest Service with green tracer paint.
- (c) Cutting unit boundaries and other trees that shall be left uncut are Marked by Forest Service with orange tracer paint.

K-D.4.7# - ABNORMAL DELAY (05/2005)

Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Contractor pursuant to C.2 and shall be presented for Scaling within the time period indicated in the following removal schedule. The number of days shown are consecutive calendar days.

Failure to remove and present such timber for Scaling within the required time limits will be considered abnormal delay, subject to D.4.7.

**See attached removal schedule.**

DESCRIPTION PURSUANT TO K-C.3.5.5# - DESIGNATION BY PRESCRIPTION (09/2004)

## Contractor's Cutting Guidelines

*Prescription Criteria - Areas Outside of Skips, Wide Thin Gaps, Root Rot Pockets*

1. In each Subdivision, leave the Residual Basal Area (BA/AC) that is listed in Table 1: *Treatment by Subdivision* using a Basal Area Factor (BAF) of 20. Residual Basal Area may vary overall up to 10%.
2. Thin from below leaving the trees that exhibit the best health, form (free of excessive sweep, forking, gnarling), crown ratio ( $\geq 30\%$ ), crown density, largest diameter, defect free and overall growth and vigor. **Tree health is more important than tree diameter.** The following exceptions apply:
  - a. Cut only live, Douglas fir trees  $\geq$  (greater than or equal to) 5 inches DBH and  $\leq$  (less than or equal to) DBH Cap listed in Table 1: *Treatment by Subdivision*.
  - b. Leave up to 10 wildlife trees/acre  $\geq$  12 inches DBH. Wildlife trees are defined as trees with live branches with broken or forked tops where the break/fork is not more than 75 feet in height; or trees with bole scars larger than a hardhat. Any species of tree may be used to meet this requirement.
  - c. Where feasible, clump larger dominant and co-dominant trees (within 10 feet), but widen spacing elsewhere to compensate.
3. All existing downed trees must be left on site. They may be bucked or moved to facilitate yarding.
4. Contractor shall designate leave trees with Contractor's non-tracer paint. Refer to *Project 1: Designation of Leave Trees*.
5. There is no minimum spacing requirements.
6. If Wide Thin Gap, No Entry Skip, or Root Rot Treatment Area overlap, the order of precedence: Root Rot Treatment Area, Wide Thin Gap, No Entry Skip.

*Prescription Criteria - Wide Thin Gap*

1. Do not cut any tree designated with a double band of orange tracer paint and/or white tag labeled "WT" (center tree).
2. Do not cut any tree designated with a single band of orange tracer paint.
3. Cut all live, Douglas-fir trees  $\geq$  5 inches DBH, except those identified in 1 and 2 above, if it within 37 feet of a center tree.

*Prescription Criteria - No Entry Skip*

1. Do not cut any tree within 68 feet of a tree designated with a single band of pink tracer paint and/or white tag labeled "SK".

*Prescription Criteria - Root Rot Treatment Area*

1. Do not cut any tree designated with orange tracer paint and/or white boundary tag labeled "RR" (Root Rot Treatment Area Boundary). Tags face into the area.
2. Do not cut any trees designated with a single band of orange tracer paint.
3. Cut all live, Douglas-fir and western hemlock trees, except those identified in 1 and 2 above, if it is 55 feet or less distance inside the Root Rot Treatment Area Boundary. Do not cut any trees greater than 55 feet distance inside the Root Rot Treatment Area Boundary.

DESCRIPTION PURSUANT TO K-C.3.5.5# - DESIGNATION BY PRESCRIPTION (09/2004)

Contractor's Cutting Guidelines (Continued)

Table 1: Treatment by Subdivision

Subdivision	Basal Area Count Species (Live)	Residual Basal Area	DBH Cap (Maximum Cut DBH)
1	DF, WRC, BLM	80	19"
2	DF, WRC, BLM	80	18"
3	DF, WRC, BLM	140	18"
5	DF, WRC, BLM	120	18"
7	DF, WRC, BLM	140	20"
8	DF, WRC, BLM	100	18"
10	DF, WRC, BLM	80	18"
17	DF, WRC, BLM	120	19"
18	DF, WRC, BLM	120	19"

Species: DF = Douglas-fir, WRC = western redcedar; BLM = big leaf maple

Basal Area (ft<sup>2</sup>/acre) Count Species: DF & BLM  $\geq$  5 inches DBH and WRC  $\geq$  2 inches DBH (no maximum DBH). BLM trees with multiple stems  $\geq$  5 inches coming out of the same root collar should be counted as 1 tree. Ignore all other species and treat them as "ghost trees".

Definitions

Crown Ratio: Ratio of crown length to total tree height.

Crown Density: Amount and compactness of crown foliage.

Vigor: Healthy, well-balanced growth.

Dead Tree: Tree with no green needles or leaves during growing season.

Distances measured slope distance, outside bark stump height to outside bark stump height (face of tree).

REMOVAL SCHEDULE PURSUANT TO K-D.4.7# - ABNORMAL DELAY (05/2005)

<i>Included Timber</i>	<i>Time Limits</i>	
All	60	days after felling is started.
All timber decked during construction clearing.	60	days after felling on each temporary road constructed by Contractor is initiated.
Timber decked during road construction.	60	days after Forest Service authorizes Contractor to use roads pursuant to F.2.

K-E.2.1.5 - DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)

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

- (a) Base Rates,
- (b) associated charges, and
- (c) the value of Included Timber exceeding the sum of stewardship credits that have not been established under E.2.2 for mandatory stewardship projects listed in A.4.3 plus optional stewardship projects listed in A.4.3 authorized by Contracting Officer.

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

K-E.2.2 - CHANGES IN STEWARDSHIP CREDITS (06/2008)

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract in any one or more of the following:

- (1) Specifications for Stewardship Projects listed in K-G.9#.
- (2) Quantities of Stewardship Projects listed in A.4.3.
- (3) Prices for Stewardship Projects listed in A.4.3.
- (4) Place of performance of the Stewardship Projects as shown on the Contract Area Map.

In addition, by written agreement, new Stewardship Projects may be added to K-G.9# and A.4.3 as long as they are within the general scope of this contract. Contract Area may be expanded to add new stewardship projects.

If a written change order causes an increase in the time required for performing any part of the work under this contract, the Contracting Officer shall make an adjustment in the Contract Termination Date and shall modify the contract accordingly.

The Contractor must assert their right to equitable adjustments under this provision within 30 days from receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before contract closure.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to an adjustment under this provision shall be considered a dispute under J.2. However, nothing in this provision shall excuse the Contractor from proceeding with the contract as changed.

In addition, by written modification of the contract, new Stewardship Projects may be added to K-G.9# and A.4.3, with or without expanding the Contract Area, as long as they are within the general scope of this contract.

K-F.1.0.1# - TEMPORARY ROAD AND LANDING CONSTRUCTION (OPTION 1) (06/2010)

In addition to the requirements of F.1 and G.6.3, Contractor and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

Construction of Temporary Roads in areas shown on Contract Area Map shall be in accordance with the attached plans or criteria.

Unless otherwise agreed, if Contractor's Operations require more than NA cubic yards of rock for Temporary Roads, landings, or other temporary uses, such rock shall be obtained from commercial sources.

**See attached Plans and/or Criteria.**

PLANS AND/OR CRITERIA PURSUANT TO K-F.1.0.1# -  
TEMPORARY ROAD AND LANDING CONSTRUCTION (OPTION 1) (06/2010)

CONSTRUCTION: A light on the land approach will be utilized. Use rock only when necessary to reduce erosion, puddling and compaction. Use only rock that is judged to be weed free by Forest Service weed specialists. Whenever possible, reestablish at previous locations rather than constructing new unless a new location would cause less resource damage. Submit a Hazardous Spill Plan before starting instream work. Grade in a manner to reduce the potential for water runoff to enter streams. Install dips to direct water off road surface. Design drainage structures to comply with standards and guidelines for permanent structures. If a seasonal restriction is in place, design temporary road structures to accommodate a range of summer flows. Prior to wet season, remove drainage structures and install cross drains/grade breaks as required in K-G.6.0#. After all activities are complete, remove all temporary stream crossing structures. The intent is to construct, use, and close/subsoil in the same operating season unless otherwise agreed to by the Forest Service.

CLOSURE: Remove applied rock and/or incorporate into the roadbed by ripping or scarification. Roadbed and/or landing will be subsoiled as required in K-G.6.0#. Recontour road segments to mimic natural slopes and gradients. Special attention shall be given road entrances to prevent any further use of road. Construct an approved closure device (i.e. construction of a 4-foot high berm at the entrance to the road or landing). Following subsoiling, all areas of exposed soil shall be covered with logging slash/debris and seeded and/or mulched as required in K-G.6.0#.

K-F.1.2# - USE OF ROADS BY CONTRACTOR (09/2004)

Contractor's use of existing roads identified on Contract Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by Forest Service to inform the public of use restrictions. Contractor's use of roads coded R, A, or W shall be in accordance with the following restrictions:

**See Restricted Road List Table.**

TABLE PURSUANT TO K-F.1.1.2# - USE OF ROADS BY CONTRACTOR (09/2004)

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
4510026	--	Unit 7	4510000	U	<u>1/</u>

1/ Reconstruct prior to haul.

Title and Date of Governing Road Rules Document:

Gifford Pinchot National Forest  
Commercial Road Rules

4/2001  
Effective Date

K-F.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.**

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY PURSUANT TO  
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

*CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY*

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications				
	From	To		T-811	T-836	T-839	T-842	T-854
4400026	Unit 1	4400000	0.7		P			P
4400024	Unit 3	4400000	0.4			P		P
4400017	Unit 5	4400000	1.28		P			P
4400000	Unit 3	SR 123	1.39					P
4510026	Unit 7	4510000	1.8	P	P			P
4510000	4510026	4500000	1.56	P	P		P	P
4500032	Unit 8	4500000	0.4			P		P
4500000	4500032	Hwy 12	2.25					P
1200185	Unit 10	Hwy 12	0.4			P		P
1266028	Unit 18	1266000	0.61		P			P
1266000	Unit 18	Lake Creek Rd	1.8				P	P
1266023	Unit 18	1266000	0.16		P			P
1266014	Unit 17	1266000	0.3			P		P

P = Contractor Performance Item, D = Deposit to Forest Service

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications				
	From	To		T-811	T-836	T-839	T-842	T-854
4400026	Unit 1	4400000	0.7		P			P
4400024	Unit 3	4400000	0.4			P		P
4400017	Unit 5	4400000	1.28		P			P
4400000	Unit 3	SR 123	1.39	P	P			P
4510026	Unit 7	4510000	1.8	P	P			P
4510000	4510026	4500000	1.56	P	P			P
4500032	Unit 8	4500000	0.4			P		P
4500000	4500032	Hwy 12	2.25	P	P			P
1200185	Unit 10	Hwy 12	0.4			P		P
1266028	Unit 18	1266000	0.61		P			P
1266000	Unit 18	Lake Creek Rd	1.8	P	P			P
1266023	Unit 18	1266000	0.16		P			P
1266014	Unit 17	1266000	0.3			P		P

P = Contractor Performance Item, D = Deposit to Forest Service

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications				
	From	To		T-811	T-836	T-839	T-842	T-854
4400026	Unit 1	4400000	0.7		P			P
4400024	Unit 3	4400000	0.4			P		P
4400017	Unit 5	4400000	1.28		P			P
4400000	Unit 3	SR 123	1.39	P	P			P
4510026	Unit 7	4510000	1.8	P	P			P
4510000	4510026	4500000	1.56	P	P			P
4500032	Unit 8	4500000	0.4			P		P
4500000	4500032	Hwy 12	2.25	P	P			P
1200185	Unit 10	Hwy 12	0.4			P		P
1266028	Unit 18	1266000	0.61		P			P
1266000	Unit 18	Lake Creek Rd	1.8	P	P			P
1266023	Unit 18	1266000	0.16		P			P
1266014	Unit 17	1266000	0.3			P		P

P = Contractor Performance Item, D = Deposit to Forest Service

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO  
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY (CONTINUED)

1 Road No. and Termini	2 Special Project Specifi- cation	3 Travel Way			4 Brush And Log Out	5 Surfac ing	6 Dust Abatement			7 Seasonal Mainte- nance	8 Snow Removal	9 Post Haul	
		Width	X Slope	Comp			Product	Applic Rate	Width			Block	Treat
4400026 Unit 1-4400000	T-836 T-854	EX	AI	OPT						W		DWG UD-1 *Note 3	P
4400024 Unit 3-4400000	T-839 T-854	EX	AI	OPT						W B		DWG EM-1 DWG WB-12 *Note 4	P
4400017 Unit 5-4400000	T-836 T-854	EX	AI	OPT						W		DWG UD-1 *Note 3	P
4400000 Unit 3-SR 123	T-811 T-836 T-854	EX	AI A	OPT									P
4510026 Unit 7-4510000	T-811 T-836 T-854	EX	AI	OPT						W		DWG UD-1 *Note 3	P
4510000 4510026-4500000	T-811 T-836 T-842 T-854	EX	AI A	OPT	Mechanical *Note 2								P
4500032 Unit 8-4500000	T-839 T-854 *Note 1	EX	AI	OPT						W B		DWG EM-1 DWG WB-12 *Note 4	P
4500000 4500032-Hwy 12	T-811 T-836 T-854	EX	AI A	OPT									P
1200185 Unit 10-Hwy 12	T-839 T-854 *Note 1	EX	AI	OPT						B		DWG EM-1	P
1266028 Unit 18-1266000	T-836 T-854	EX	AI	OPT						W		DWG UD-1 *Note 3	P
1266000 Unit 18-Lake Cr	T-811 T-836 T-842 T-854	EX	AI A	OPT	Mechanical *Note 2								P
1266023 Unit 18-1266000	T-836 T-854	EX	AI	OPT						W		DWG UD-1 *Note 3	P
1266014 Unit 17-1266000	T-839 T-854 *Note 1	EX	AI	OPT						W B		DWG EM-1 DWG WB-12 *Note 4	P

Note 1: The treated road requires heavy maintenance in road sections: 4500032 (MP 0.0-MP 0.4), 1200185 (MP 0.2-0.4), and 1266014 (MP 0.0-MP 0.3).

Note 2: The treated area includes the roadbed measured from centerline to bottom of ditch and/or defined road edge, plus an additional 8 feet on each side. If there is no defined road edge, or ditch does not exist, the treated area is 12 feet from both sides of centerline of the road. Provide a vertical clearance of 12 feet measured from the road surface elevation.

Note 3: Approximate number of Utah Dip installations: 4400026(3), 4400017 (2), 4510026 (2), 1266026 (5), and 1266023 (1).

Note 4: Approximate number of Water Bar installations: 4400024 (1), 4500032 (5), and 1266014 (4).

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE  
PURSUANT TO K-F.3.1# ROAD MAINTENANCE REQUIREMENTS (09/2004)

Column No.	Heading	Entry	Explanation
	Any	Blank	Except as otherwise described, no entry indicates Contractor is not authorized or required to perform the work item(s).
	Any	RC	This work requirement applies only when haul of sale related construction materials occurs.
2	Special Project Specification	Number	Entry indicates Special Project Specification which applies.
3	Travel Way	EX	Contractor shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work.
		Numbers	Contractor shall maintain the traveled way to the standard width indicated by the entry, plus curve widening, in accordance with Section T-811. If required, the road template shall be shaped to this width and to the designated cross slope before haul and during recurring maintenance.
		IS, C, OS, F, or AI	Cross slopes are designated as: IS (Inslope), C (Crown), OS (Outslope), F (Flat), AI (As Is).
		A or B	If compaction is required.
4	Brush and Log Out	Numeric & R and or L	Contractor shall remove brush for specified width on either or both the right (R) side or left (L) side of road.
		As Staked	Limits of brushing are as staked or marked in the field.
		OPT	Contractor may use hand or mechanical means of brushing.
		H	Only hand brushing may be used.
5	Surfacing	Aggregate Grading	Contractor shall place surfacing on roads listed according to the grading indicated.
		D	Contractor is to make deposits for listed road maintenance, including surface rock replacement.

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE  
PURSUANT TO K-F.3.1# ROAD MAINTENANCE REQUIREMENTS (09/2004)

Column No.	Heading	Entry	Explanation
6	Dust abatement	OPT	Product selection is Contractor's choice from those listed in Section T-812.
		Product Abbr.	Unless otherwise agreed, Contractor is restricted to product listed corresponding to the abbreviation shown in Section T-812; (i.e., LigS = Lignon Sulfonate) Application rates are estimated amounts.
		EX	Contractor shall abate dust on the existing width
		Numbers	Contractor shall abate dust to the width indicated by entry.
7	Seasonal Maintenance	W	Waterbars and/or crossditching shall be required prior to expected seasonal precipitation.
		B	Entrance barriers shall be installed by Contractor prior to nonuse periods.
8	Snow Removal	TS	Snowplowing authorized for Contractor's Operations without recreation access being provided per Section T-803 requirements.
		JU	Snowplowing authorized, but must provide for recreation joint use per Section T-803 requirements.
		Blank	Snowplowing is not authorized. Forest Service may authorize plowing by permit when not in conflict with other uses.
9	Post Haul	P	P denotes that work is Contractor's Responsibility to perform.

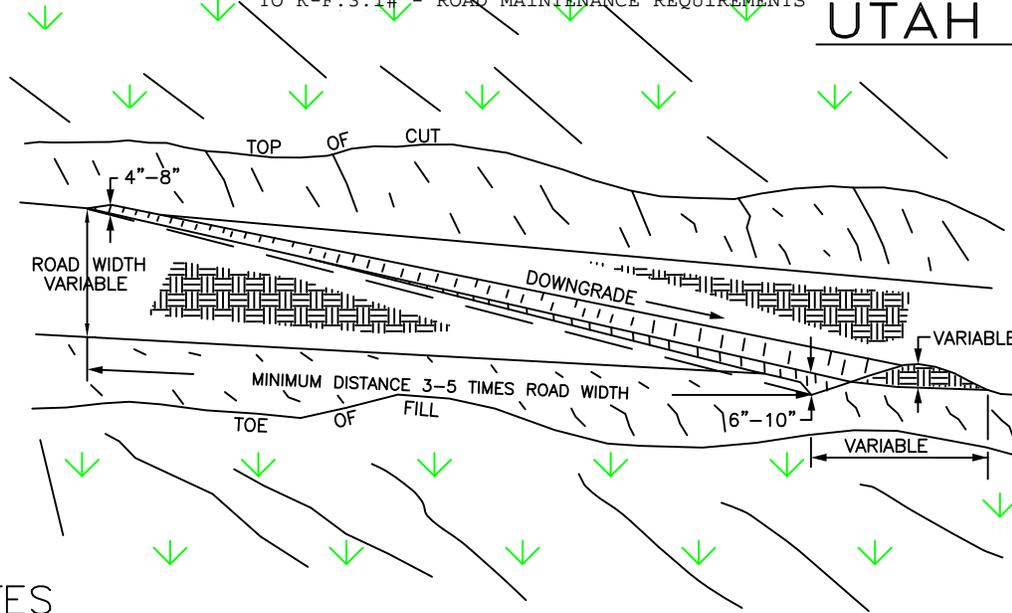


CONTRACT ROAD MAINTENANCE REQUIREMENTS PURSUANT  
TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

DRAWING UD-1

# UTAH DIP DETAIL

NO SCALE



## NOTES

1. ALL UTAH DIPS SHALL BEGIN AT THE INTERSECTION OF THE ROADBED AND CUT SLOPE AND RUN ACROSS THE ENTIRE WIDTH OF THE ROADBED.
2. ALL UTAH DIPS SHALL HAVE FREE FLOWING OUTLETS.
3. WHEN STAKES ARE USED, THEY SHALL DESIGNATE THE OUTLET LOCATION.
4. **PURCHASER TO FIELD MARK LOCATIONS OF EXISTING DIPS PRIOR TO BEGINNING WORK, RECONSTRUCT AT SAME LOCATIONS POST HAUL.**  
FOLLOWING TABLE SHALL BE USED AS A GUIDE.

## DRAINAGE SPACING TABLE

SPACING ALONG  $\hat{O}$  (BASED ON SOIL EROSION GROUP 3)

DOWN GRADE (IN %)	UNSURFACED (IN SMU*)	<u>1</u> /SURFACED (IN SMU*)	<u>2</u> /SURFACED/UNSURFACED (OUTSIDE SMU*)
2	105 FT.	160 FT.	ENGINEERING SPACING GUIDE (BUT IN NO PLACE MORE THAN 500 FT. ALONG $\hat{O}$ ), -
4	90 FT.	140 FT.	
6	80 FT.	125 FT.	
8	75 FT.	115 FT.	
10	65 FT.	100 FT.	
12	55 FT.	85 FT.	
14	45 FT.	70 FT.	
16	35 FT.	55 FT.	
18	30 FT.	45 FT.	
>20	30 FT.	30 FT.	
<u>1</u> /PIT RUN OR GRID ROLLED > 25% FINES		<u>2</u> /CRUSHED ROCK, PIT RUN, OR GRID ROLLED W/ < 25% FINES	

**\* SMU = STREAMSIDE MANAGEMENT UNIT:**  
SMU WIDTH

Class I through IV Streams      150 Ft. each side for sideslopes < 30%  
200 Ft. each side for sideslopes > 30%

### SMU GUIDELINES

When a road is within 25 Ft. of a stream and parallels stream for more than 300 feet, decrease spacing by 25%.

Where a road is grading down towards a stream, locate the last cross-drain at about 10-30 Ft. from stream (depending upon filtering capability at the outlet); place the next cross-drain upgrade at 75% of the spacing guide value.

If road has drainage ditch, extend cross-drains to intercept the runoff.

K-G.3.1.5# - PROJECT OPERATION SCHEDULE (05/2005)

Unless otherwise agreed to between Contractor and Forest Service, Contractor's Operations shall be performed in accordance with the following schedule.

**See attached schedule.**

SCHEDULE PURSUANT TO K-G.3.1.5# - PROJECT OPERATION SCHEDULE (05/2005)

SUBDIVISION	OPERATION CONDITIONS	PURPOSE
1, 2, 3, 5, 10, 17, 18	All operations shall take place from July 1 to October 15.	Winter Range 04/02 - 11/30 Spotted Owl 07/01 - 02/29 Sap Flow 06/01 - 02/28 Soils/Hydrology 06/30 - 10/15
7, 8	All operations shall take place from July 1 to October 15.	Spotted Owl 07/01 - 02/29 Sap Flow 06/01 - 02/28 Soils/Hydrology 06/30 - 10/15
Roads	Road brushing shall take place prior to July 31.	To prevent formation and release of viable seeds.
Roads	Road maintenance and road reconstruction shall take place from July 1 through October 15.	Spotted Owl 07/01 - 02/28 Winter Range 04/01 - 11/30 Soils/Hydrology 06/30 - 10/15 Engineering 06/30 - 10/15
Roads	Haul shall take place from July 1 through October 15.  Haul shall take place Monday through 4:00 pm Friday.  Haul is not permitted on federal holidays.	Spotted Owl 07/01 - 02/28 Winter Range 04/01 - 11/30 Soils/Hydrology 06/30 - 10/15 Engineering 06/30 - 10/15  To reduce impact to public.
Projects 2 & 3	All operations shall take place from July 1 to October 15.	Winter Range 04/02 - 11/30 Spotted Owl 07/01 - 02/29 Sap Flow 06/01 - 02/28 Soils/Hydrology 06/30 - 10/15

K-G.3.2# - PROTECTION OF RESERVE TREES (09/2004)

Contractor's damage or destruction of reserve trees described in K-C.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages \$ 200 for each genetic reserve tree and \$ NA for each NA reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under D.4.5 and D.4.6.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

K-G.4.0.5 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

Contractor and Forest Service may agree to alternate removal requirements of Included Timber contained in A.2. Alternate removal requirements are to be set forth in an agreement signed by both Contractor and Contracting Officer. The terms of the agreement binds both parties and becomes part of the stewardship contract.

The development and execution of the agreement is based upon the determination by the Contracting Officer that removal of Included Timber is economically impractical if Contractor has no ready market for such logs in the tributary area. A tributary area is defined as the area in which the Contractor and competitors regularly deliver saw logs, or 200 miles from the Contract Area, whichever distance is greater.

The agreement for alternate removal requirements shall be executed prior to removing any timber from the Subdivisions included in the agreement. Alternate removal requirements shall apply only to whole units and not to portions of units. All material meeting alternate removal specifications shall be cut and removed to locations designated in the agreement.

Volumes of material with alternate removal requirements will be determined from the National Cruise report for the project. Contractor will be charged for the following:

- a) stumpage value at current contract rates of the alternatively removed timber;
- b) plus the cost of other work required by the Forest Service to dispose of alternatively removed material;
- c) plus the difference between the appraised transportation cost of the Sawtimber and/or Nonsawtimber material involved and the appraised transportation cost of the alternative;
- d) minus any work required to be completed by the Contractor associated with alternate removal requirements.

Charges will be debited to the Contractor's Integrated Resource Account.

Upon acceptance of the alternate removal requirements, the Subdivision will be removed from the Contract Area under G.3.6.

Title to material included in the alternate removal agreement shall remain with the Forest Service.

K-G.4.1# - SPECIFIC REQUIREMENTS (05/2005)

Notwithstanding G.4.1, G.4.1.1, G.5 and G.6.1, felling objectives shall be accomplished by the type of felling methods and equipment listed herein. Methods or equipment other than those specified may be approved. For Subdivisions shown in the following table, Contractor shall submit a cutting plan for Forest Service acceptance, prior to the start of felling operations.

**See attached Table.**

TABLE PURSUANT TO K-G.4.1# - SPECIFIC REQUIREMENTS (05/2005)

FELLING METHODS	SUBDIVISION
If accepted by the Forest Service as part of the Contractor's Technical Proposal, mechanical harvester/feller buncher will be allowed on slopes of 30% and less.	1, 2, 3, 5, 7, 10, 17, 18
Limb and top trees and buck into log lengths prior to skidding/yarding.	All
Mechanized equipment shall not permitted within a 20 feet radius of any live big leaf maple with a dbh greater than 10 inches.  Hand falling and reaching in with a processor or fellerbuncher head permitted within the 20 feet radius.	All
Fall skid trails/skyline corridors first. Keep skid trails as narrow possible.	All
Fall trees toward designated skid trails/skyline corridors. Felling should be to a 30 to 45 degree angle toward the approved skid trail/skyline corridor.	All
Directionally fall all trees away from pink or orange tracer painted trees, no cut areas, streams, wetlands, other riparian reserve features, or as directed by Forest Service.  Exceptions include trees leaning towards the creek, safety reasons and Root Rot Treatment Areas.	All
Where feasible, protect existing large down logs and snags by falling trees away from them. If snags are fell for safety reasons, leave in place.	All
Any portion of a felled tree that lands out of unit or in a no cut area shall be left on ground. An exception is trees felled into Root Rot Treatment Areas.	1, 2, 3, 5, 7, 8, 17, 18
Cut stumps as low as possible so they will not shunt equipment or logs sideways into residual trees.	All

K-G.4.2# - YARDING/SKIDDING REQUIREMENTS (05/2005)

Contractor shall submit for Forest Service approval a Yarding/Skidding Plan prior to the start of felling operations. Requirements other than those specified in the following table may be approved. When appropriate, such approval shall include adjustments in Current Contract Rates and revision of the Contract Area Map. In no such case shall the adjustments result in Current Contract Rates less than Base Rates.

Location of all skid roads and trails, tractor roads, skyline corridors, mechanized harvester trails, forwarder roads, and other log skidding facilities, shall be approved prior to their use or construction.

**See attached table for requirements.**

TABLE PURSUANT TO K-G.4.2# - YARDING/SKIDDING REQUIREMENTS (05/2005)

YARDING/SKIDDING REQUIREMENTS	SUBDIVISION
<p>If Contractor specifies in their technical proposal to use ground based equipment to meet the end results, the yarding system is to maintain one-end suspension of logs during in-haul. Site-specific terrain features may require pulling line at least 100 feet from designated skid trails.</p> <p>Skid trails shall be spaced an average of 110 feet apart. When feasible, use existing skid trails.</p> <p>Locate skid trails 100 feet from class I, II, III streams, 20 feet radius from any live big leaf maple with a dbh greater than 10 inches, and outside no cut areas. Skid trails permitted in Root Rot Treatment Areas.</p> <p>Confine equipment to approved areas. Operate on slash beds that are as thick and continuous as possible.</p>	<p>1, 2, 3, 5, 7, 10, 17, 18</p>
<p>If Contractor specifies in their technical proposal to use skyline yarding equipment to meet the end results, the yarding system is to have the capacity to keep logs one-end suspended above the ground during in-haul. Suspension is not required during lateral yarding. Where possible, fully suspend logs over class IV streams.</p> <p>Skyline corridors shall be spaced an average of 150 feet apart. Corridors not permitted over class I, II, III streams although skyline cables may be hung across streams in cases where it is advantageous to use an opposing hillside.</p>	<p>5, 7, 8</p>
<p>If Contractor specifies in their technical proposal to use a mechanical harvester/feller buncher, machine will be allowed to operate outside approved areas. Limited to slopes of 30% and less. Shall operate on slash beds that are as thick and continuous as possible. Shall plan as few trips as possible.</p>	<p>1, 2, 3, 5, 7, 10, 17, 18</p>
<p>Mechanized equipment shall not permitted within a 20 feet radius of any live big leaf maple with a dbh greater than 10 inches. Yarding out individual logs permitted within the 20 feet radius.</p>	<p>All</p>
<p>Skid trails and temporary roads limited to slopes of 30% and less.</p>	<p>All</p>
<p>Location of skid trails, skyline corridors, temporary roads, and landings shall be located outside no cut areas and approved by the Forest Service prior to felling operations.</p>	<p>All</p>
<p>Whole tree yarding not allowed.</p>	<p>All</p>
<p>Ground-based machinery shall not operate where soil water content is high enough to cause rutting that exceeds 6 inches in depth for a length of 10 feet or more.</p>	<p>All</p>
<p>Any portion of a felled tree that lands in a no cut buffer shall be left on the ground. An exception is trees felled into Root Rot Treatment Areas.</p>	<p>1, 2, 3, 5, 7, 8, 17, 18</p>
<p>Where feasible, protect snags and existing large down logs by yarding away from. Do not remove any existing down wood or felled snags.</p>	<p>All</p>
<p>Ground-based equipment shall not operate on subsoiled portions of roads and landings after subsoiling is completed.</p>	<p>All</p>
<p>Genetic trees shall not be used as guyline trees, tailholds, or impacted by guylines or skylines.</p>	<p>All</p>

K-G.6.0# - EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (07/2008)

Erosion prevention and control work required by G.6, shall be completed within 15 calendar days after yarding/skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Contractor's Operations due to causes beyond Contractor's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15, and as long thereafter as operations continue, the work shall be done as promptly as practicable. Damage resulting from Contractor's Operations due to failure to perform required work shall be repaired by Contractor.

On slopes greater than 30 percent, erosion control measures will be done with methods other than mechanized equipment, unless otherwise agreed.

Where soil has been disturbed or displaced on Contract Area by Contractor's Operations and where measures described in G.6 will not result in satisfactory erosion control or where subsoiling is shown on Contract Area Map, the following shall be performed. If applicable, timing of the work shall be coordinated with required scarification or subsoiling.

(a) Where staked or otherwise marked on the ground by Forest Service, seed, fertilizer, and mulch will be applied as indicated in the attached seeding, fertilizing, and mulching schedule. All applications shall be current and done during the period from September 1 to September 30 unless otherwise agreed to. Applications shall be done only during favorable conditions. If Contractor and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

(b) Where shown on Contract Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of NA inches to provide a seedbed for grass seed, fertilizer, and mulch. Seed, fertilizer, and mulch shall be spread evenly at the rates shown in the table. When the seed, fertilizer, and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.

(c) Where shown on Contract Area Map, landings, Temporary Roads, and skid trails/roads used by Contractor shall be subsoiled to a minimum depth of 18 inches, except that Forest Service may agree to lesser depths. Each subsoiler shank shall be equipped with a shoe and wings which has a total width of at least 18 inches. The design of the shank and wings will be such that the treated, compacted soil is slightly lifted and well-fractured rather than plowed, mixed, or displaced. The distance between subsoiler shank passes shall not exceed 36 inches. Treated areas shall span the total width of compaction. Subsoiling shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.

(d) When agreed to, Contractor may use alternate methods of erosion control.

Seed shall meet current Forest Service requirements, with the additional requirement that no seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The contractor shall furnish the Government duplicate signed copies of a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts Standards within 12 months prior to date of application. This certificate shall include (1) name and address of

laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed.

Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer.

No seed may be applied without prior written approval by the government.

**See attached application schedule.**

APPLICATION SCHEDULE PURSUANT TO K-G.6.0# - EROSION CONTROL  
AND SOIL TREATMENT BY THE CONTRACTOR (07/2008)

SUBDIVISION	Areas A) Skid Trails B) Skyline Corridors C) Temp. Roads D) Landings E) Other	Seed Application		Fertilizer Application		Mulch Application	
		Species Mixture	LBS/AC	Type	LBS/AC	Type	LBS/AC
All	D <u>1/</u>	<u>4/</u>	40			Slash	Scattered
All	A, B <u>2/</u>					Slash	Scattered
1, 2, 3, 5, 7, 10, 17, 18	A					Slash	Scattered
All	C, D, E <u>3/</u>	<u>4/</u>	40	16-20-0	200	Weed Free Straw	2000

1/ Available logging debris and slash shall be scattered on subsoiled landing surface.

2/ Areas of gouging or soil displacement: Treatment may include, but is not limited to, repositioning displaced soil to re-contour disturbed sites, creating small ditches or diversions or redirect surface water movement, and scattering slash material.

3/ Other: Heavily disturbed areas at stream crossings or adjacent to streams.

4/ Seed required for erosion control will be provided by the Forest Service. Regardless of the amount required, Contractor's account will be charged monthly as Included Timber is removed. Rate is \$0.21/Ton.

K-G.7 - SLASH DISPOSAL (06/2008)

As used in the following Subsections, the term "slash" is vegetative debris including, but not limited to, cull logs, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings or poles, resulting from Contractor's Operations, including construction of roads or other improvements under this contract. Slash resulting from the construction of Specified Roads shall be disposed of as provided for in Section 201 of the Standard and Special Specifications and as shown in Drawings.

Any burning of slash or refuse by Contractor is subject to K-H.2.0.1.

Forest Service may enter into a written agreement with Contractor for the Contractor to remove slash from landings, subject to D.4.1. Brush disposal deposits paid by the Contractor for the Forest Service to burn landing piles will be credited to the Contractor's integrated resource account in the amount shown in the brush disposal plan, less the amount needed by the Forest Service for final cleanup of the landings following removal of the landing slash piles by the Contractor. The credit will be made following the final removal of all Included Timber, and slash piles, from the Contract Area.

K-G.7.4.2# - SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2008)

Contractor shall pile, burn, yard, construct firelines or otherwise treat slash defined in K-G.7, within designated areas. Work required of Contractor shall be in accordance with the following slash plan and specifications, and the Contract Area Map.

Unless otherwise agreed, or shown in the attached slash plan or specifications, when Included Timber is removed during Normal Operating Season, required slash work shall be completed within 30 days of removal of approximately three-quarters of the volume in the unit. When Included Timber is removed outside Normal Operating Season, required work will be completed within 30 days of the beginning of the next Normal Operating Season.

**See following specifications.**



SPECIFICATIONS PURSUANT TO K-G.7.4.2#-SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2008)*SPECIFICATION 6701 - TIME OF PREPARATION OF SLASH FOR DISPOSAL*

In accordance with Special Provision K-G.7.4.2#, and Standard Provision G.7, Contractor shall accomplish slash disposal obligations in a sequence of work and/or timing of work that is in accordance with the items listed below:

1. Time of year when hand, machine piling and/or covering must be approved by Contract Administrator before work starts.
2. As stated in G.7, Contractor shall not unnecessarily delay slash disposal by the Forest Service. Contractor's delay of such slash disposal work is hereby defined as the failure to fully complete and have accepted slash disposal work on a Subdivision beyond 30 days after the majority of Included Timber on that unit has been removed. Unless otherwise agreed in writing.

*SPECIFICATION 6709# - PILING OF SLASH, MACHINE*

This Specification applies to Subdivision(s): 3, 7, 17, 18

In accordance with Special Provision K-G.7.4.2#, Contactor shall pile slash in areas designated by Contract Administrator. The method of designation shall be in a manner agreed to with the Contractor Representative.

Unless otherwise agreed in writing between Contractor and Forest Service, the piling of slash shall be accomplished as listed below:

1. Slash to be Piled - Contractor shall pile all slash over 10 feet in length and between 3 and 8 inches in diameter shall be piled.
2. Location of Piles - Piles will be located so that burning will not cause damage to standing trees. This is construed to be at least 15 feet from the base or crown of any live tree. Piles will be located at least 20 feet from any adjacent pile. All piles in cutting units will be a minimum of 25 feet from the unit boundary. Remnant logs shall not be incorporated into slash piles.
3. Machine will be restricted to the same designated skid trails that were used during the yarding of the Included Timber. Machine will only travel in areas where the slash is or was 6 inches deep before the first pass. The intent is to move slash into the area where the tracks will be traveling before the machine moves into an area to work thus protecting the ground surface from disturbance.
5. Construction and Size of Piles - Prior to commencement of piling operations, down trees and logs to be piled will be bucked into lengths not exceeding 20 feet. Piles shall be compact as possible and shall be free of dirt. Wind rowing of slash is not permitted.

Construction of piles shall be accomplished to these specified dimensions: In cutting units the height shall be not less than 6 feet nor greater than 13 feet; diameter shall be not less than 10 feet nor greater than 15 feet.

6. The intent is to pile approximately the percentage or acres of each Subdivision as shown below. These areas will be designated by the Contract Administrator:

<i>Subdivision</i>	<i>Approximate % of Unit Area to Pile</i>	<i>Approximate Acres to Pile</i>
3	7%	2.20
7	21%	5.00
17	1%	0.83
18	6%	4.00

SPECIFICATIONS PURSUANT TO K-G.7.4.2#-SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2008)

*SPECIFICATION 6710# - PILING OF SLASH (HAND)*

This Specification applies to Subdivisions(s): 8, 17

In accordance with Special Provision K-G.7.4.2#, Contractor shall pile slash by hand. Contractor shall pile slash in areas designated by Contract Administrator. The method of designation shall be in a manner agreed to with the Contractor Representative.

Unless otherwise agreed in writing between Contractor and Forest Service, the hand piling of slash shall be accomplished as listed below:

1. Equipment Requirements - Power saws as necessary to reduce slash material to specified length to be piled.
2. Slash to be Piled - All slash more than 2 feet long and between 1 and 4 inches in diameter at the large end will be piled. Larger sized material, which has a portion meeting these size specifications, must be bucked at the 4 inch diameter and piled.
3. Location of Piles - Piles shall be located so that burning will not cause damage to standing green trees. This is construed to be at least 10 feet from any live or reserve tree. Piles will be located at least 10 feet from any adjacent pile.
4. Construction and Size of Piles - All piles shall be as compact as possible. Height of piles shall be not less than 3 feet, nor greater than 6 feet. Diameter of piles shall be not less than 6 feet, nor greater than 10 feet. Prior to piling, down trees and logs will be bucked into lengths not to exceed 10 feet. All logs will be placed in piles so that their length is parallel to the contour of slope and parallel to each other. The lower 1/3 of the pile will be composed of fine material (small limbs, duffy wood, and debris) to assist in ignition. Piles are not to be constructed on logs, stumps, or in water drainage ways.
5. The intent is to pile approximately the percentage or acres of each Subdivision as shown below.

<i>Subdivision</i>	<i>Approximate % of Unit Area to Pile</i>	<i>Approximate Acres to Pile</i>
8	11%	3.5
17	3%	1.5

*SPECIFICATION 6711# - PILING OF SLASH AT LANDINGS*

This Specification applies to Subdivision(s): All

In accordance with Special Provision K-G.7.4.2#, Contractor shall pile slash on landings and other loading areas. Unless otherwise agreed in writing between Contractor and Forest Service, the machine piling of landings shall be accomplished as listed below:

1. Equipment Requirements - Equipment that is used in removal of Included Timber.  
A tractor may be used to pile landings only by prior written agreement.
2. Slash to be Piled - Contractor shall pile all slash and unutilized material which is located on and within 30 feet of landings or loading areas. This includes slash resulting from landing construction and any unutilized material yarded to landings, and that which is cleared away.
3. Location of Piles - Piles will be located on flat surface at landing site and such that burning will not cause damage to standing trees. This is construed to be at least 25 feet from the base or crown of any live tree.
4. Construction and Size of Piles - Prior to commencement of piling operations, down trees and logs will be bucked into lengths not exceeding 20 feet. All logs will be placed in piles parallel to each other. Piles shall be as compact as possible and shall be free of dirt.

SPECIFICATIONS PURSUANT TO K-G.7.4.2#-SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2008)

*SPECIFICATION 6714# - COVERING OF PILES - HAND, MACHINE AND LANDING*

This Specification applies to Subdivision(s): All

In accordance with Special Provision K-G.7.4.2#, Contractor shall cover treated slash with plastic to maintain dryness of slash to facilitate later disposal of the slash by burning by Forest Service. On areas designated for piling of slash pursuant to the Slash Specifications, Contractor covering of the piles and/or decks shall be accomplished as listed below:

1. Piles to be Covered - All piles will be covered.
2. Material Requirements - Material used to cover piles will be supplied by Contractor.

Machine and Landing Piles: Black Polyethylene Plastic Film, .006 (6 mil) minimum thickness by 16 feet minimum width.

Hand Piles: Black Polyethylene Plastic Film, .006 (6 mil) minimum thickness by 6 feet minimum width.

3. Trimming of Piles - Protruding slash within area to be covered will be trimmed flush with the pile.
4. Location of Material on Pile - The covering material will extend over 3/4 of the pile area, except landing piles may be covered not less than 1/4 of the pile area. The covering material shall extend to the ground on two sides; one side toward the prevailing wind. On all piles, the covering material will be secured sufficiently around the perimeter to prevent wind from uncovering the piles. In addition, the covering will be held down by chunks or limbs at least 3 inches in diameter to prevent wind from blowing the covering material off the piles.

K-G.8.1.5 - THIRD PARTY SCALING SERVICES (09/2004)

Notwithstanding the requirement for Forest Service or parties under contract to Forest Service to provide Scaling services under G.8.1, Scaling designated in A.10 shall be conducted by a third party Scaling organization approved by Forest Service. Scaling shall be done in accordance with A.9 and Contractor shall bear costs for Scaling service.

In the event third party Scaling service is suspended for causes such as strikes, termination of third party's approval to Scale National Forest logs by Forest Service, or Contractor's failure to pay third party Scaling costs, hauling operations shall be suspended until agreed alternate Scaling services are provided or service by third party is resumed.

When an approved alternate Scaling location pursuant to G.8.1.1 does not have an approved third party scaling organization as a commonly used Scaling services provider, Forest Service or parties under contract to Forest Service shall provide Scaling services at the approved alternate location. In such an event, the cost of waived third party Scaling listed in A.10 shall be charged to Integrated Resource Account.

If Forest Service and Contractor agree in writing that another party under contract to Forest Service will perform Scaling, the contract will be modified to include K-G.8.1.6 and Integrated Resource Account will be charged for such Scaling.

K-G.8.4 - USE OF PAINT BY CONTRACTOR (OPTION 1) (06/2006)

Notwithstanding G.8.4.2, use of paint by the Contractor within the Contract Area in the same color(s) used by the Forest Service in the preparation and administration of the contract will be by written approval of the Forest Service.

K-G.9# - STEWARDSHIP PROJECTS (09/2004)

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

**Stewardship Projects**

PROJECTS AND SPECIFICATIONS PURSUANT TO K-G.9# - STEWARDSHIP PROJECTS (09/2004)

Project Number 001 - *Designation of Leave Trees*

Project Number 002 - *Snag Creation*

Project Number 003 - *Down Log Creation*

K-H.1 - PLANS (05/2005)

The plan shall state how Contractor's representative or alternates will be contacted in a fire emergency, both during periods of operation and at other times such as evenings or weekends. Contractor shall certify compliance with specific fire precautionary measures included as Subsections under K-H.2 - Specific Fire Precautions, before beginning operations during Fire Precautionary Period (closed season) and shall update such certification when operations change.

If helicopter yarding is required, the plan shall include a schedule of rates mutually agreed to for computing Contractor costs incurred toward meeting Contractor's obligations under A.14, or for paying for helicopters controlled by Contractor and used under Forest Service direction for suppressing Operations Fires or other fires on Contract Area, excluding Negligent Fires.

K-H.2 - SPECIFIC FIRE PRECAUTIONS (05/2005)

When the industrial fire precaution level is I or higher, unless waiver is granted under K-H.2.2, specific required fire precautionary measures are as follows:

A. Fire Security.

Contractor shall designate in writing a person or persons who shall perform fire security services listed below on Contract Area and vicinity. The designated person will be capable of operating Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Contractor's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Contractor's Operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to Contract Area.

Contractor shall furnish fire security services based on the predicted industrial precaution level, obtained by Contractor from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Contractor when changes in fire security services are indicated.

B. Fire Extinguisher and Equipment (on Trucks, Tractors, Power Saws, etc.).

(a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating of at least 5 B,C.

(b) All power-driven equipment operated by Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size 0 or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

(c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.

(d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size 0 or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

(e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.

(f) One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Contract Area that is protected and readily available.

(g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 B,C will be provided on the site and placed where it is available for immediate use.

C. Spark arresters and mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-1a as shown in the National Wildfire Coordination Group Spark Arrester Guide, unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(b) A multi-position engine, such as on power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.

(d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

D. Fire Tools.

Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

(a) Two axes or Pulaskis with a 32 inch handle.

(b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.

(c) Three long handled, round point shovels, size 0 or larger.

E. Tank Truck.

Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season), except as provided under H.2.1.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of poly or rubber lined hose. In addition, 500 feet of serviceable hard rubber poly or rubber lined or FJRL hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total 500 feet of hose, shall be connected and ready for use at all times. Synthetic hose may be used by

agreement.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours.

Where designated on Contract Area Map, Contractor shall provide a tank trailer or water source and pumping equipment, including accessories, which can be lifted and transported by the yarding system. The component parts shall meet all specifications above. The tank trailer or water supply and pumping accessories shall be deliverable to a fire, in area of operations, within 15 minutes of detection.

In lieu of the above tank trailer or water supply for helicopter operations, Contractor may provide a suitable helicopter water bucket with a 300 gallon capacity. When Contractor provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.

#### F. Communications.

During Contractor's Operations, excluding powersaw falling and bucking, Contractor shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. Citizen Band radios (CB's) are not considered adequate two-way communications because FCC Regulations prohibit commercial use.

#### G. Smoking and Open Fire Restrictions.

Smoking and fires shall be permitted only at the option of Contractor. Contractor shall not permit open fires on Contract Area without advance permission in writing from Forest Service.

#### H. Blasting.

Blasting shall be permitted only for road construction purposes unless advance permission is obtained from Forest Service.

Whenever the Industrial Fire Precaution Level is II or greater, a fire security person equipped with a long handled round point No. 0 or larger shovel and a 5 gallon backpack pump can filled with water, will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service, in areas of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

#### I. Compliance with State Fire Laws.

Listing of specific fire precautionary measures in the foregoing Subsections is not intended to relieve Contractor in any way from compliance with State fire laws covering fire prevention and suppression equipment, applicable to Contractor's Operations.

#### J. Aircraft Communications.

Every aircraft used in conjunction with Contractor's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on Contract Area, all aircraft pilots controlled by Contractor

shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

K. Logging Block Equipment.

Contractor shall provide a serviceable 5 gallon backpack pump full of water, one axe, and one long handled round point shovel, size 0 or larger, at each haulback block through which a running line passes.

The area below such blocks must be kept clear of all flammable debris under 4 inches in diameter for a distance of 6 feet in all directions. Material larger than 4 inches that poses a fire risk, such as punky logs, must also be removed.

Contractor shall avoid line-rub on rocks or woody material which may result in sparks or sufficient heat to cause ignition of fire.

K-H.2.0.1 - BURNING BY CONTRACTOR (06/2006)

Notwithstanding the Fire Precautionary Period limitation of H.2, Contractor is required to obtain written permission from Forest Service prior to any burning on the National Forest Lands.

K-H.2.2 - EMERGENCY FIRE PRECAUTIONS (05/2005)

Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

## INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

## LEVEL INDUSTRIAL FIRE PRECAUTION

I. Closed Season - Fire precaution requirements are in effect. A Fire Watch/Fire Security is required at this and all higher levels unless otherwise waived.

II. Partial Hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m. local time:

power saws, except at loading sites;  
cable yarding;  
blasting;  
welding or cutting of metal.

III. Partial shutdown - The following are prohibited:

cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m. local time when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.

power saws - except at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m. local time:

tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start;  
mechanized loading and hauling;  
blasting;  
welding or cutting of metal;  
any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists and as described in A.12.

Hauling: Where hauling involves transit through more than one shutdown zone/regulated use area, the precaution level at the woods site shall govern the level of haul restrictions, unless prohibited by other than the Industrial Fire Precaution Level system.

Loading sites/woods site: A place where any product or material (including but not limited to logs,

firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative.

Such waiver, or substitute precautions under H.2.1, shall prescribe measures to be taken by Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Contractor shall assure that all conditions of such waivers or substitute precautions are met.

Contractor shall obtain the predicted Industrial Fire Precaution Level from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than originally estimated, Forest Service will inform Contractor when changes in restrictions or industrial precautions are indicated.

#### K-H.3.1 - ADDITIONAL AREA OF FIRE RESPONSIBILITY (05/2005)

The area within 200 feet slope distance of the center line of any road constructed or reconstructed under this contract on National Forest lands outside of Contract Area shall be considered as a part of Contract Area in connection with responsibilities under H.3 and H.4 until the road has been accepted in writing by Forest Service.

#### K-I.1.0 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (05/2005)

Contractor and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Contractor will be allowed to complete the removal of products sold under the terms of the contract. Upon execution of the contract, Contractor hereby acknowledges the acceptance of the risk that this contract is subject to interruption or termination as a result of litigation associated with the environmental analysis process used by the Forest Service in the planning of this project. If such interruption or termination occurs due to litigation, Contractor agrees to accept as full compensation for such interruption remedies pursuant to I.3.3, or for termination remedies pursuant to I.3.4.

K-I.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A.20. 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.

K-I.3.1# - CONTRACT CHANGES (OPTION 1) (05/2005)

Contract changes involving volumes and/or values will use a weight ratio of 3.0036 to convert net CCF cruise volumes to Tons.

## K-I.6.8# (Option 1) - USE OF TIMBER (09/2004)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for NONE determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Contractor or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Contractor shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Contractor or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Contractor shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Section, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by Contractor relating to the termination.

T-SPECIFICATIONS PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

T-811 BLADING

811.01 Description

This work consists of surface blading the traveled way to a condition that facilitates traffic and provides proper drainage. Blading includes shaping the crown or slope of travel way, berms, and drainage dips in accordance with this specification. Compaction is required when shown on the ROAD LISTING.

811.02 Maintenance Requirements

A. Timing - Perform surface blading during the contract period as often as needed to provide conditions stated for the maintenance level of the road.

B. General

1. Blade and shape the existing traveled way and shoulders, including turnouts, to produce a surface which is uniform, consistent to grade, and crowned or cross-sloped as indicated by the character of the existing surface, unless otherwise shown in the ROAD LISTING, to at least 1/2 inch per 1 foot of width, but not more than 3/4 inch per 1 foot of width. Thoroughly loosen surfacing material to no less than 2 inches depth or the depth of potholes or corrugations. Scarification to facilitate cutting to the full depth of potholes or corrugations may be elected, but will be considered incidental to blading. Do not scarify to a depth that will cause contamination of the surfacing.
2. Apply water during blading when sufficient moisture is not present to prevent segregation. Supply, haul, and apply water in accordance with Section T-891.
3. Shape existing native rock or aggregate surfaced drainage dips to divert surface runoff to existing outlet devices, ditches, or discharge locations.
4. Establish a blading pattern which provides a uniform driving surface, retains the surfacing on the roadbed, and provides a thorough mixing of the materials within the completed surface width. Upon final blading, no disturbed rock shall protrude more than 2 inches above the adjacent surface unless otherwise provided in the contract. Remove and place outside the roadbed, material not meeting this dimension so as not to obstruct drainage ways or structures. This material may be scattered off the roadbed if there is free drainage.
5. Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

<b>Invasive Species of Concern Prevention Practices</b>

C. Routine Blading

1. Conform to the dimensions SHOWN ON THE DRAWINGS or designated in the SUPPLEMENTAL SPECIFICATIONS upon completion of blading.
2. Shape roadbed width in excess of the dimensions shown only as needed to provide drainage away from the traveled way. Do not remove established grasses and other vegetation from the excess width except as incidental to providing drainage or unless otherwise provided in the contract.

D. Compaction

Roads requiring compaction will be included in the ROAD LISTING. Unless Compaction Method B is designated in the ROAD LISTING, all traveled ways requiring compaction may be compacted by Method A. Compaction shall commence immediately following blading.

Compaction methods are:

Compaction Method A: Breaking track while operating equipment on the traveled way.

Compaction Method B: 7-10 ton pneumatic, steel, or equivalent vibratory roller, operated to cover the full width two (2) times.

E. Undercutting - Undercutting roadway back slope is not permitted.

T-SPECIFICATIONS PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

T-811 BLADING (CONTINUED)

F. Intersections

- 1. At intersections, blade the roadbeds of side roads which are not closed or restricted from vehicular use to ensure smooth transitions.
- 2. Signing, cross ditching in the road surface (traveled way), earth berms, or other devices placed to discourage or eliminate use by passenger cars, are field evidence of road closure or restriction. Roads listed for work under Sections T-835, T-836, T-838, or T-839 are considered restricted.
- 3. Side roads listed for work under this Section are not restricted.

G. Cleaning of Structures - Do not allow materials resulting from work under this Section to remain on or in structures, such as bridges, culverts, cattle guards, or drainage dips.

H. Berms - Maintain existing berms to the condition of adjacent segments. Do not create new berms.

I. Smooth Blading - Smooth blading may be used as an interim measure to remove loose surfacing material from the wheel paths, and store removed materials in a recoverable windrow, until blade processing as described in this section is feasible. Watering will not be required for smooth blading. Accomplish smooth blading without distorting the existing cross-slope or crown of the traveled way.

Move and store loose surfacing materials on the high side of super-elevated curves and sections with uniform inslope or outslope. In crowned sections, store the material on either or both sides as elected. Windrow and place stored materials to provide not less than 12 feet of smooth traveled way on one-lane segments, or 20 feet of smooth traveled way on two-lane segments, or segments with turnouts. Cut holes through windrows, which may collect water on the road, for drainage at least every 500 feet.

T-831 DITCH MAINTENANCE

*831.01 Description*

This Section provides for routine maintenance of various types of ditches to provide a waterway which is unobstructed, as shown on the ROAD LISTING or DESIGNATED ON THE GROUND.

*831.02 Maintenance Requirements*

- A. Maintain ditches by removing rock, soil, wood, and other materials. Maintained ditches shall function to meet the intent of the original design.
- B. Undercutting backslopes during removal operations is not permitted.
- C. Suitable material up to 4 inches in greatest dimension removed from the ditches may be blended into existing native road surface and shoulder or placed in designated berm.
- D. Do not blend material from ditch cleaning operations into aggregate surfaced roads. Do not blade material across aggregate or bituminous surfaced roads, unless approved in writing by the Contracting Officer.
- E. Haul material in excess of 831.02 D or subject to 831.02 E to a designated waste area under Section T-832. Remove excess materials temporarily stored on the ditch slope or edge of the shoulder daily.
- F. Remove limbs and wood chunks in excess of 12 inches in length or 3 inches in diameter from ditches and place outside the roadway.
- G. Clean paved surfaces of all materials resulting from ditch maintenance work.
- H. Shape lead-off ditches to drain away from the traveled way.
- I. Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices

T-SPECIFICATIONS PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

T-832 REMOVE AND END HAUL MATERIALS

832.01 Description

Work consists of loading, hauling, and placing of slide, slough, or excess materials such as rock, soil, vegetation, and other materials to designated disposal sites.

832.02 Maintenance Requirements

- A. Remove, end haul, and dispose of excess materials generated by work under other Sections of this contract.
- B. Remove the slide and slough materials in the area extending approximately 6 feet vertically above the road surface and not more than 3 feet down slope from the roadbed. Dispose of material at designated sites as SHOWN ON THE DRAWINGS, identified in SUPPLEMENTAL SPECIFICATIONS, or as ordered by the Contracting Officer.

Reshape the slope which generated the slide material as nearly as practical to its original condition by equipment operating from road surface. Reshaping of roadside ditches in slide area shall be in accordance with Section T-831.

- C. When approved by the Contracting Officer, fill slumps by compacting selected materials into roadway depressions. Compaction is by Method 2.
- D. Place all materials in disposal sites as specified in the SUPPLEMENTAL SPECIFICATIONS, as SHOWN ON THE DRAWINGS, or as ordered by the Contracting Officer.
  - 1. Method 1 - Side Casting and End Dumping. Material may be placed by side casting and end dumping. Where materials include large rocks, provide a solid fill by working smaller pieces and fines into voids. Shape the finished surfaces to drain.
  - 2. Method 2 Layer Placement - Step or roughen surfaces on which materials are to be placed prior to placing any material. Place materials in approximately horizontal layers no more than 12 inches thick. Compact each layer by operating hauling and spreading equipment over the full width of each layer.
- E. Repair any damage to existing aggregate or pavement surfaces.

T-834 DRAINAGE STRUCTURE MAINTENANCE

834.01 Description

This work consists of cleaning and reconditioning culverts and other drainage structures.

834.02 Maintenance Requirements

- A. Clean drainage structures, inlet structures, culverts, catch basins, and outlet channels specified in the SUPPLEMENTAL SPECIFICATIONS. Clean catch basins by removing the material within the area SHOWN ON THE DRAWINGS.
- B. Clean the transition from the ditch line to the catch basin a distance of 10 feet from the catch basin. Clean outlet channels and lead-off ditches a distance of 6 feet. Remove and place debris and vegetation so as to not enter the channel or ditch, or obstruct traffic. Haul debris and vegetation to a designated disposal area in accordance with Section T-832.
- C. Hydraulic flushing of drainage structures is not allowed unless provided for in the SUPPLEMENTAL SPECIFICATIONS.
- D. Cleaning and reconditioning are limited to the first 3 feet of inlet and outlet, determined along the top of the structure. Recondition culvert inlet and outlet by field methods such as jacking out or cutting away damaged metal which obstructs flow. Treat cut edges with a zinc rich coating, in accordance with AASHTO M 36M and ASTM A 849.
- E. Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices

T-SPECIFICATIONS PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

T-835 ROADWAY DRAINAGE MAINTENANCE

*835.01 Description*

This work consists of providing post haul drainage on roads.

*835.02 Maintenance Requirements*

A. Drainage

1. Upon completion of work, shape the roadway to provide for the removal of surface water. The roadway need not be passable to vehicles. Repair and reinstall water bars, barriers or berms existing prior to the Contractor's operation. Areas where water is ponded by existing centerline profile sags in through cuts may be left untreated.
2. Continuous blade shaping of the roadbed is not required under this specification.
3. Work to be done at staked locations shall be as indicated on the stake and/or stated in SUPPLEMENTAL SPECIFICATIONS:
4. Any of the following methods are acceptable for use at eroded or rutted locations:
  - Method A: Outsloping the roadbed at not less than  $\frac{1}{2}$  inch per yard of width.
  - Method B: Insloping the roadbed at not less than  $\frac{1}{2}$  inch per yard of width.
  - Method C: Water bar roadbed at locations staked on the ground and construct as SHOWN ON THE DRAWINGS or as included in SUPPLEMENTAL SPECIFICATIONS.
5. Drainage structures located in through fills and natural watercourses shall be fully functional without obstructions, including inlet and outlet channel within 20 feet of the structure.
6. Either clean culverts and other fabricated structures to provide drainage from road ditches and make the ditch functional or provide water bar(s) across the roadbed. Removed structures shall become Contractor's property to be removed from National Forest System land. Remove and replace any Contractor-installed temporary drainage structures with a water bar.

B. Slides, Slumps and Slough

1. Slides and slough may be left in place, provided they do not potentially impound water or divert water from watercourses. As necessary, reshape the various surfaces to provide drainage.
2. Provide drainage to effectively decrease or eliminate the entry of surface water into slides, slumps, and roadbed surface cracks. Place berms, waterbars or ditches as needed to intercept and remove runoff water from the roadbed. Surface seal cracks by covering over with native soil materials to prevent additional water entry and compact with equipment tires.

C. Entrance Devices

Upon completion of work, replace entrance devices to effectively eliminate access by motorized vehicles having four (4) wheels and a width in excess of 50 inches.

T-836 - MAINTENANCE FOR LIMITED USE

*836.01 Description*

This work consists of making limited use roads passable for joint use by Contractor and high clearance vehicles, and providing drainage from the traveled way and roadbed.

*836.02 Maintenance Requirements*

A. Traveled Way

Contractor may smooth or fill existing cross ditches and water bars and by agreement modify existing road junctions to enable vehicle access. Prior to beginning haul and resumption of haul after an extended stoppage:

T-SPECIFICATIONS PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

T-836 - MAINTENANCE FOR LIMITED USE (CONTINUED)

1. Remove brush, fallen trees, rocks, and other debris from traveled way, including turnouts, turnarounds, and other locations that interfere with needed maintenance as follows:
  - a. No object extending over 4 inches above the road surface shall remain within the 12 feet usable traveled way and 10 feet turnout widths. Center the usable width on the roadbed or position away from the fill slope.
  - b. Cut and remove standing or down trees, logs, brush, and limbs from within the area described in 1 a. above. Remove encroaching limbs to a height of 14 feet above the traveled way surface. Scatter material not meeting utilization standards outside and below the roadbed on the fill side. Limb and remove timber which meets utilization standards or deck at agreed locations.
  - c. Place all removed materials away from drainages.
  - d. During use, maintain drainage structures, including dips, ditches and culverts in a useable condition.
2. Clean and recondition drainage facilities in accordance with: Section T-831 and T-834.

B. Slough and Slides

1. Slough and slides may be left in place, provided surface drainage is provided and at least 12 feet of width is available for vehicle passage.
2. Contractor may reposition or ramp over slides and slough when the traveled way width is less than 12 feet providing the material is capable of supporting vehicles. Limit out slope to no more than six percent.
3. Reposition slough or slide materials on the roadbed which are not capable of supporting a vehicle to provide the 12 foot width. When directed by the Contracting Officer, slough or slide material will be removed under Section T-832.

C. Slumps and Washouts

1. Drain the roadbed immediately upgrade of slumps and longitudinal cracks to prevent water from entering slump area.
2. Slumps and longitudinal cracks at the edge of the roadbed shall not be considered a part of the usable width. Usable width may be reduced to 10 feet in the area of the slump.
3. Unless the Contractor Officer agrees to material being placed on slumps, ramp the slumps on both ends into undisturbed roadbed to provide at least 10 feet usable width. Use removed materials to guide vehicles to the ramp location or to aid in draining the area.
4. Washouts may be filled with suitable material.

D. Post haul

At the end of hauling or prior to entering into seasonal shutdowns or a period of extended inactivity:

1. Shape the traveled way and disturbed roadbed to provide functional drainage.
2. Reinstall removed cross ditches and water bars and provide any additional drainage structures necessary to offset changes caused through use and maintenance.
3. Leave roads useable for high clearance vehicles. Remove or reshape Contractor modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.

Contract Name: PRT I Stewardship

T-SPECIFICATIONS PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

T-839 MAINTENANCE FOR PROJECT USE

*839.01 Description*

Work consists of providing minimum access required for Contractor's Operations and associated Forest Service contract administration and preventing unacceptable resource or road damage.

*839.02 Maintenance Requirements*

A. Contractor is authorized to perform the following maintenance to provide vehicle passage and drainage:

1. Removing log, earth, and rock barriers and/or improving existing road junctions to enable vehicle access as mutually agreed.
2. Smoothing or filling existing cross ditches and water bars.
3. Installing Contractor-furnished culverts or other temporary drainage structures for shallow stream crossings as approved by the Contracting Officer.
4. Removing brush, fallen trees, rocks, and other materials from the traveled way and other locations that interfere with needed maintenance:
  - a. Place all removed materials away from drainages.
  - b. Limb and remove timber which meets utilization standards or deck at locations approved by the Contracting Officer. Scatter other woody materials, including limbs, off of and below the roadbed without creating concentrations.
5. Clean and recondition drainage structures in accordance with Section T-831 and Section T-834.
6. Reposition or ramp over slough and slides to provide adequate width of traveled way material.
7. Provide traveled way drainage above slumps and seal cracks in slump area. Ramp the slumps on both ends into undisturbed roadbed to provide usable width unless otherwise ordered by the Contracting Officer.

B. During use, the traveled way shall not channel water along the road. Prior to seasonal periods of anticipated rains and runoff, perform the following work:

1. Shape the traveled way and roadbed to drain.
2. Reinstall removed cross ditches and water bars and provide any additional drainage structures necessary to offset changes through use and maintenance.
3. Perform work outlined in 839.02 A (5), (6), and (7).
4. During periods of non use, replace original barrier or provide and maintain standard MUTCD, Type 3, barricades unless alternate type barriers are approved by the Contracting Officer.

*839.03 Post Haul Requirements*

- A. Upon completion of project use perform such work as needed to reasonably conform to the character of the existing road prior to Contractor's maintenance for project use, unless otherwise provided in the SUPPLEMENTAL SPECIFICATIONS or the Road Listing. Work shall be in addition to requirements of 839.02 B and in accordance with 839.03 B and C.
- B. Roads designated in the Road Listing to be blocked shall conform to the requirements of Section T-835. Unless otherwise approved by the Contracting Officer, remove Contractor-installed temporary structures from National Forest System land. Associated commercially-obtained materials shall remain the property of the Contractor.
- C. Remove or reshape Contractor improvements at road junctions, as approved by the Contracting Officer at the time of improvement.

T-SPECIFICATIONS PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

## T-842 CUTTING ROADWAY VEGETATION

*842.01 Description*

This work consists of cutting all vegetative growth, including trees and other vegetation less than 4 inches in diameter measured 6 inches above the ground, on roadway surfaces and roadsides.

*842.02 Maintenance Requirements*

## A. General

1. Cut brush, trees, and other vegetation within each area treated to a maximum height of 6 inches above the ground surface or obstruction such as rocks or existing stumps. When work is performed under this Section, remove all limbs which extend into the treated area, or over the roadbed, to a height of 14 feet above the traveled way surface elevation.
2. Items to remain will be DESIGNATED ON THE GROUND.
3. Work may be performed either by hand or mechanically unless specifically shown in the Road Listing. Self-propelled equipment is not allowed on cut and fill slopes or in ditches.
4. Correct damage to trunks of standing trees caused by Contractor's operation either by treatment with a commercial nursery sealer or by removing the tree as directed by the Contracting Officer.
5. Limb trees within the cutting limits which are over 4 inches -measured at 6 inches above the ground in lieu of cutting.
6. When trees are limbed, cut limbs within 4 inches of the trunk.

## B. Cutting Side Vegetation

1. Show the width of vegetation to be removed in the Road Listing.
2. Unless otherwise included in the SUPPLEMENTAL SPECIFICATIONS or DESIGNATED ON THE GROUND:
  - a. Commence work at the edge of the traveled way and proceed away from the road centerline.
  - b. Roads without a defined traveled way: The starting point for cutting will be marked on the ground or defined in the SUPPLEMENTAL SPECIFICATIONS.
3. The points for establishing cutting limits are as follows:
  - a. Fill and daylighted (wide roadbed) section cutting commences at the edge of the traveled way and proceeds away from the road center line.
  - b. Drainage ditched section cutting commences at the bottom of the existing ditch and proceeds away from the road center line. Cutting on ditch foreslopes is not required.
  - c. Unditched cut section cutting commences at the intersection of the cutbank and the roadbed and proceeds away from center line.
4. Provide transitions between differing increments of cutting width. Accomplish transitions in a taper length of not less than 50 feet nor more than 70 feet.

## C. Debris

1. Materials resulting from the cutting operation in excess of 12 inches in length or 3 inches in diameter is not allowed to remain on roadway slopes within the treated area, in ditches, or within water courses.
2. Remove limbs and chunks in excess of 3 inches in any dimension from the traveled way and shoulders.
3. Materials may be scattered down slope from the roadbed, outside of the work area and drainages unless otherwise listed in D. Invasive Species of Concern.

## D. Invasive Species of Concern

Contract Name: PRT I Stewardship

T-SPECIFICATIONS PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

T-842 CUTTING ROADWAY VEGETATION (CONTINUED)

Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices

T-854 - TREATMENT AND DISPOSAL OF DANGER TREES

*854.01 Description*

This work consists of felling and disposal of designated live or dead danger trees sufficiently tall to reach roads used by the Contractor. Any removal of logs is subject to prior agreement between the Contractor Officer and the Contractor.

*854.02 Requirements*

A. Designation of danger trees.

Danger trees to be felled will be designated in advance by the Contracting Officer. Trees to be removed will be Marked.

B. Falling, bucking and treatment for disposal.

Use controlled felling to ensure the direction of fall and prevent damage to property, structures, roadway, residual trees, and traffic. Stump heights, measured on the side adjacent to the highest ground, must not exceed 12 inches or 1/3 of the stump diameter, whichever is greater. Higher stump heights are permitted when necessary for safety.

Felled snags and trees, which are not Marked for removal, will be left in a stable condition such that they will not roll or slide. Position logs away from standing trees so they will not roll, are not on top of one another, and are located out of roadway and drainage structures.

Fell, limb and, remove trees, which are Marked for removal, that equal or exceed the utilization standards as listed in the Stewardship Sale Contract or SUPPLEMENTAL SPECIFICATIONS. Dispose of merchantable timber designated for removal in accordance with C.3.2 Construction Clearing, of the Stewardship Sale Contract, or as described in SUPPLEMENTAL SPECIFICATIONS.

C. Slash treatment.

Within the roadway, remove limbs, chunks, and debris in excess of 12 inches in length and 3 inches in diameter, and concentrations that may plug ditches or culverts, and water courses.

Dispose of slash by scattering outside the roadway limits without damaging trees, or improvements.

Large accumulations of slash may be ordered hauled under T-832.

T-891 WATER SUPPLY AND WATERING

*891.01 Description*

This work consists of providing facilities to furnish an adequate water supply, hauling and applying water.

*891.02 Materials*

If the Contractor elects to provide water from other than designated sources, the Contractor is responsible to obtain the right to use the water, including any cost for royalties involved. Suitable and adequate water sources available for Contractor's use under this contract are designated as follows: No government designated sources.

T-SPECIFICATIONS PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

T-891 WATER SUPPLY AND WATERING (CONTINUED)

891.03 Equipment

- A. Positive control of water application is required. Equipment shall provide uniform application of water without ponding or washing.
- B. An air gap or positive anti-siphon device shall be provided between the water source and the vehicle being loaded if the vehicle has been used for other than water haul, if the source is a domestic potable water supply, or the water is used for tank mixing with any other materials.
- C. The designated water sources may require some work prior to their use. Such work may include cleaning ponded areas, installing temporary weirs or sandbags, pipe repair, pump installation or other items appropriate to the Contractor's operations. Flowing streams may be temporarily sandbagged or a weir placed to pond water, provided a minimum flow is maintained. Obtain approval from the Contracting Officer on improvements for sandbags or weirs prior to placement.

KT-GT.9# - STEWARDSHIP PROJECTS

## Project Number 1: Designation of Leave Trees

*Description of Work*

This project requires the designation of leave trees as specified in K-C.3.5.5# - DESIGNATION BY PRESCRIPTION. Unit boundaries are designated on the ground with blue boundary tags labeled "PRT I" and orange tracer paint through the tag and on the stump. Refer to Project Area Map, Projects 1-3.

Unit Number	Acres	Unit Number	Acres	Unit Number	Acres
1	5	5	73	10	23
2	3	7	24	17	59
3	31	8	32	18	63

*Technical Specifications*

## Application of Tree Marking Paint

- Contractor shall designate **Douglas-fir** leave trees with Contractor's non-tracer orange paint.
- Paint shall be visible on marked trees. Trees shall be marked as follows:
  - All trees will be marked with a minimum of 2 ground level (stump) marks at least 2 inches in diameter, one of which will be on the lower side of the tree. Marks will be placed in crevices whenever possible. Moss or other debris will be removed so that paint is applied directly onto the bole of the tree.
  - All trees will be marked between 4 feet and 7 feet above ground level on at least 2 faces of the tree. Trees within 100 feet of system road shall be painted on one side of tree, not visible from the road.
  - If black paint is used to delete work, cover all paint.

## Contractor Equipment

- Provide paint, flagging, all operating supplies, and equipment required to perform project.

## Compliance Guidelines

- In order to ensure that the residual density targets and leave tree criteria are being met, the Contractor shall install basal area count plots. These plots shall serve as the basis for compliance.
  - Install plots in the generally thinned areas of the sale; not in the Wide Thin Gaps, No Entry Skips or Root Rot Pockets.
  - Randomly place plots, distribute across unit.
  - Do not overlap plots. Tallied trees are to not to be included in more than one plot.
  - Install 1 plot per 5 acres or portions thereof or a minimum of three plots per unit.
  - Install plot as a mirage plot, if plot center is within 40' of the edge of a Wide Thin Gap, No Entry Skip or Root Rot Pocket.
  - Mark plot center (e.g. flagging, stakes or sticks large enough to be permanent short-term) and label with plot number. Contractor will document on unit map. Note - Forest Service will provide Contractor with unit maps.
  - Hang 2 strips of flagging near plot center such that it is visible from at least three cardinal directions, 60 feet away. Record plot number and Residual Basal Area of count trees (using 20 BAF) on unit map and on one of the strip of flagging.
  - Records and maps are to be turned in to the Contract Administrator soon after the unit has been completed, and will be used to facilitate inspection.
- The average density of all count plots in a unit shall be within +/- 10% of the Residual Basal Area.
- On any plot, Basal Area shall be within +/- 40 ft<sup>2</sup>/acre of unit's Residual Basal Area. If 2 consecutive plots are more than +/- 40 ft<sup>2</sup>/acre of Basal Area, Contractor shall take correction action to ensure compliance.

## Inspection

- The Forest Service will make periodic inspections to verify the Contractor is meeting contract specifications. Inspections shall be performed in a manner that will not unduly delay work and the Contractor or representative will receive inspection summaries upon request.
- Results shall be within +/- 10% of the Residual Basal Area.
- If results are not within 10% of the Residual Basal Area, unit shall not be accepted until compliance is met. Reinspections after rework will be made in the same manner as the first inspection but on different plots.
- If the original inspection is unacceptable to Contractor, a second inspection can be requested without rework. The same inspections procedures will be used, however, the inspection pattern shall be shifted. If the second inspection displays less than 5 percent variance, Contractor shall pay the cost of the second inspection, and the result of the second inspection will be used in determining acceptance. Requests for reinspection must be made in writing to the Forest Service. Only one reinspection shall be allowed.

KT-GT.9# - STEWARDSHIP PROJECTS

Project Number 2: Snag Creation

*Description of Project*

This project calls for creating specified levels of snags. One-third of the snags will be created by topping live trees above the lowest 2-3 live whorls. The remaining snags may be existing dead trees or snags that are created at a height of 20-25 feet. Refer to Project Area Map, Projects 1-3.

Unit Number	Snag Count	Snag Dimensions
Unit 3	93	*14-16 in dbh 50+ ft height  *If unavailable, then choose average stand size.
Unit 5	219	
Unit 7	72	
Unit 8	96	
Unit 10	54	
Unit 17	144	
Unit 18	168	
<b>Total</b>	<b>846</b>	

*Technical Specifications*

Contractor Equipment

- Provide pink/black flagging to identify snags and GPS unit. This is in addition to saws and hand tools.

Selecting Trees for Snag Treatment

- Contractor is responsible for selecting and creating snags at levels and dimensions specified in above table.
- Locate 100 feet away from open, system roads.
- Concentrate in roughly 50% of the unit area, outside root Wide Thin Gaps, No Entry Skips or Root Rot Pockets.
- Locate where there is an opportunity to release hardwoods especially big leaf maple.
- Select Douglas-fir, only.

Creating Snags

- Two-thirds of the specified levels of snags on a per unit basis may be existing dead trees or snags that are created at a height of 20-25 feet. Existing snags may counted, if they are a conifer species that meet the minimum dimensions listed in above table.
- One-third of the specified levels of snags on a per unit basis need to be created by topping live trees above the lowest 2-3 live whorls. All live branches should be removed below top height.
- Do not top trees in pockets of laminated root rot disease. These areas are evidenced by snags of different age and windthrow. These trees could topple when climbed.

Tagging, Flagging, and Records

- Contractor will tag, flag and number (pink/black flagging) each snag. Nail or staple each tag approximately 5 feet above ground with at least two nails or staples at the corners. Number each tag/snag sequentially. Tie flagging around the tree near the tag. Tag numbers shall be visible.
- Forest Service will provide Contractor with unit maps.
- Contractor will document the location of each snag on a list with the GPS coordinates and map. Relative locations will be shown on the maps provided by placing a dot and writing the number. Contractor shall keep accurate and legible records of the trees treated in the work unit. These coordinates records and maps are to be turned into the COR or inspector soon after the unit has been completed, and will be used to facilitate inspection.

Example Records Table:

Snag Number	Coordinates (NAD 83)		Snag Composition	
	North	West	Dead Trees/20-25 feet	Topped
1	46° 56' 12"	121° 36' 01"	2	1

KT-GT.9# - STEWARDSHIP PROJECTS

## Project Number 3: Down Log Creation

*Description of Project*

This project calls for leaving the specified levels of downed logs. Down logs may be left from logging operations or created from felled trees. Down logs must be hard logs (decay class 1 or 2). Refer to Project Area Map, Projects 1-3.

<i>Unit Number</i>	<i>Downed Log Count</i>	<i>Downed Log Dimensions</i>
Unit 3	93	10-16 in diameter large end 40+ ft length
Unit 5	219	
Unit 7	72	
Unit 8	96	
Unit 10	54	
Unit 17	144	
Unit 18	168	
<i>Total</i>	<i>846</i>	

*Technical Specifications*

## Contractor Equipment

- Provide neon green flagging to identify snags and GPS unit. This is in addition to saws and hand tools.

## Selecting Trees for Downed Logs

- Contractor is responsible for selecting and creating downed logs at levels and dimensions specified in above table.
- Locate 100 feet away from open, system roads.
- Concentrate in roughly 50% of the unit area, outside Wide Thin Gaps, No Entry Skips or Root Rot Pockets.
- Locate where there is an opportunity to release hardwoods especially big leaf maple.

## Existing Downed Logs

- Existing downed logs may be counted, if they are a conifer species, a hard log (decay class 1 or 2), and meet the minimum dimensions listed in the above table.

## Downed Logs Created by Felling Live Trees

- Fell live trees at normal stump height to create downed logs.
- Select Douglas-fir, only.

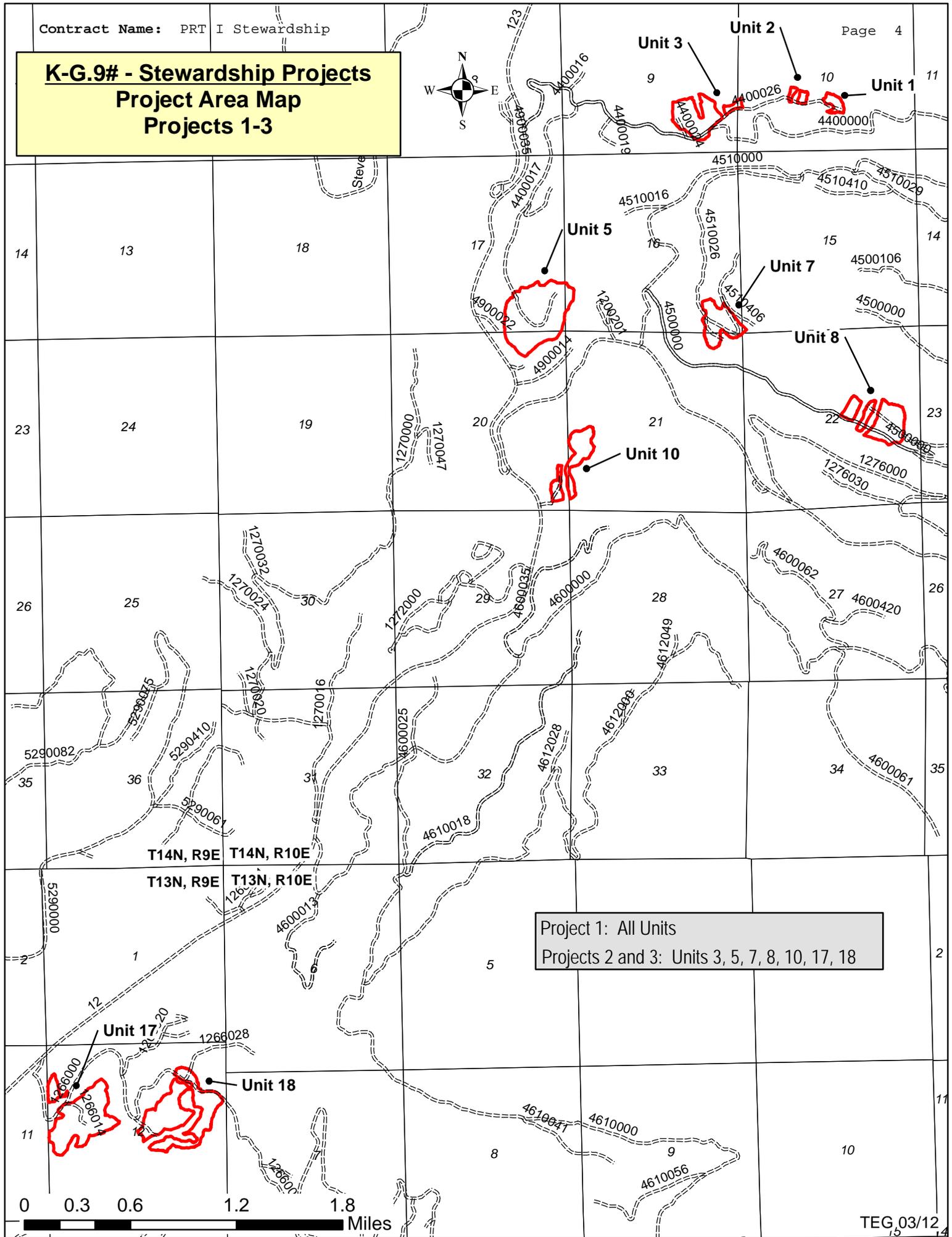
## Tagging, Flagging, and Records

- Contractor will flag and number (neon green flagging) each down log.
- Forest Service will provide Contractor with unit maps.
- Contractor will document the location of each down log on a list with the GPS coordinates and map. Relative locations will be shown on the maps provided by placing a dot and writing the number. Contractor shall keep accurate and legible records of the trees treated in the work unit. These coordinates records and maps are to be turned into the COR or inspector soon after the unit has been completed, and will be used to facilitate inspection.

## Example Records Table:

Down Log Number	Coordinates (NAD 83)		Down Log	
	North	West	Existing	Felled
1	46° 56' 12"	121° 36' 01"	2	1

**K-G.9# - Stewardship Projects  
Project Area Map  
Projects 1-3**



Project 1: All Units  
Projects 2 and 3: Units 3, 5, 7, 8, 10, 17, 18

# PRT I Stewardship

## 4510026 ROAD RECONSTRUCTION

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# PRT I Stewardship

## 4510026 ROAD RECONSTRUCTION

Cowlitz Valley Ranger District  
Gifford Pinchot National Forest  
Lewis County

### **B- 1 - SCHEDULE OF ITEMS**

#### BASE ITEM 1

ITEM NO.	DESCRIPTION	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	Lump Sum	1	\$ _____	\$ _____
30322	Roadway Reconditioning, compaction method <u>B</u> , from milepost 1.4 to milepost 1.6	Lump Sum	1	\$ _____	\$ _____
32451	Aggregate base, <u>WA</u> State DOT, compaction method <u>A</u> (Similar to Grading A, Table 703-2)	TON	505	\$ _____	\$ _____
32452	Aggregate surface course, <u>WA</u> State DOT, compaction method <u>A</u> (Similar to Grading F, Table 703-3)	TON	365	\$ _____	\$ _____
<b>BASE ITEM 1 TOTAL:</b>					<b>\$ _____</b>

#### **B-2 – INCIDENTAL ITEMS:**

1. 725 Water (Commercial Source) shall be considered incidental to Item 324 Aggregate.
2. 156 Public Traffic control shall be considered incidental to Item 151 Mobilization.

# FP-03 FOREST SERVICE SUPPLEMENTS

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## Preface

Preface\_wo\_03\_15\_2004\_m

Delete all but the first paragraph and add the following:

The Forest Service, US Department of Agriculture has adopted FP-03 for construction of National Forest System Roads.

# 101 - Terms, Format, and Definitions

101.00\_nat\_us\_07\_25\_2005

101.01\_nat\_us\_01\_22\_2009

## 101.01 Meaning of Terms

Delete all references to the TAR (Transportation Acquisition Regulations) in the specifications.

101.01\_nat\_us\_01\_22\_2009

## 101.01 Meaning of Terms

Delete all references to the FAR (Federal Acquisition Regulations) in the specifications.

101.03\_nat\_us\_06\_16\_2006

## 101.03 Abbreviations.

Add the following to (a) Acronyms:

AFPA	American Forest and Paper Association
MSHA	Mine Safety and Health Administration
NIST	<a href="#">National Institute of Standards and Technology</a>
NESC	National Electrical Safety Code
WCLIB	West Coast Lumber Inspection Bureau

.

Add the following to (b) SI symbols:

mp	Milepost
ppm	Part Per Million

101.04\_nat\_us\_03\_29\_2007

## 101.04 Definitions.

Delete the following definitions and substitute the following:

**Bid Schedule**--The Schedule of Items.

**Bridge**--No definition.

**Contractor**--The individual or legal entity contracting with the Government for performance of prescribed work. In a timber sale contract, the contractor is the “purchaser”.

**Culvert**--No definition.

**Right-of-Way**--A general term denoting (1) the privilege to pass over land in some particular line (including easement, lease, permit, or license to occupy, use, or traverse public or private lands), or (2) Real property necessary for the project, including roadway, buffer areas, access, and drainage areas.

Add the following:

**Adjustment in Contract Price**--“Equitable adjustment,” as used in the Federal Acquisition Regulations, or “construction cost adjustment,” as used in the Timber Sale Contract, as applicable.

**Change**--“Change” means “change order” as used in the Federal Acquisition Regulations, or “design change” as used in the Timber Sale Contract.

**Design Quantity**--“Design quantity” is a Forest Service method of measurement from the FS-96 *Forest Service Specifications for the Construction of Roads and Bridges*. Under these FP specifications this term is replaced by the term “Contract Quantities”.

**Forest Service**--The United States of America, acting through the Forest Service, U.S. Department of Agriculture.

**Neat Line**--A line defining the proposed or specified limits of an excavation or structure.

**Pioneer Road**--Temporary construction access built along the route of the project.

**Purchaser**--The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through agents, employees, or subcontractors.

**Protected Streamcourse**--A drainage shown on the plans or timber sale area map that requires designated mitigation measures.

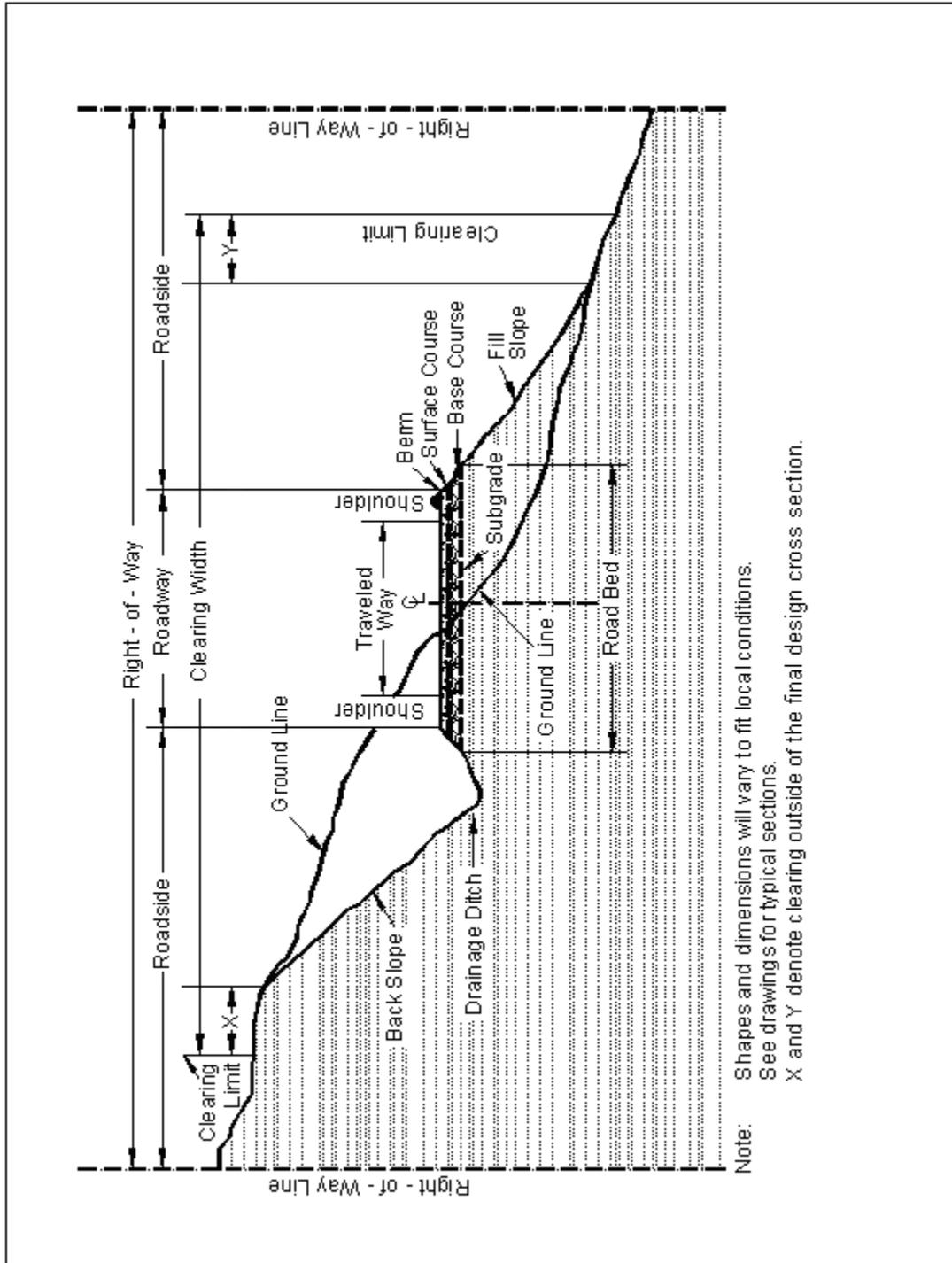
**Road Order**--An order affecting and controlling traffic on roads under Forest Service jurisdiction. Road Orders are issued by a designated Forest Officer under the authorities of 36 CFR, part 260.

**Schedule of Items**--A schedule in the contract that contains a listing and description of construction items, quantities, units of measure, unit price, and amount.

**Utilization Standards**--The minimum size and percent soundness of trees described in the specifications to determine merchantable timber.

Add Figure 101-1—Illustration of road structure terms:

Figure 101-1—Illustration of road structure terms.



**101.04 Definitions.**

Delete the following definitions:

Contract Modification

Day

Notice to Proceed

Solicitation

## 102 - Bid, Award, and Execution of Contract

102.00\_nat\_us\_02\_16\_2005

### 102 Bid, Award, and Execution of Contract

Delete Section 102 in its entirety.

## 103 - Scope of Work

103.00\_nat\_us\_02\_16\_2005

### Deletions

Delete all but subsection 103.01 Intent of Contract.

## 104 - Control of Work

104.00\_nat\_us\_06\_16\_2006

### Deletions

Delete Sections 104.01, 104.02, and 104.04.

104.03\_nat\_us\_01\_22\_2009

### **104.03 Specifications and Drawings.**

Delete 104.03.

104.06\_nat\_us\_02\_17\_2005

Add the following subsection:

### **104.06 Use of Roads by Contractor**

The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in the Road Order(s) or described in the contract, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

## 105 - Control of Material

105.02\_nat\_us\_01\_18\_2007

### 105.02 Material Sources.

#### 105.02(a) Government-provided sources.

Add the following:

Comply with the requirements of 30 CFR 56, subparts B and H. Use all suitable material for aggregate regardless of size unless otherwise designated. When required, re-establish vegetation in disturbed areas according to section 625.

105.02\_nat\_us\_03\_08\_2007

### 105.02 Material Sources.

#### 105.02(a) Contractor-provided sources.

Add the following:

All material (e.g., soil, gravel, sand, borrow, aggregate, etc.) transported onto National Forest System land or incorporated into the work will be weed-free. The Contracting Officer may request written documentation of methods used to determine the weed-free status of any and all materials furnished by the contractor. Contractor-provided expertise and methods to establish weed-free status must be appropriate for the weeds of concern in the local area. The following applies to this contract:

A Forest Service weed specialist will inspect proposed sources to determine weed-free status. Provide the Contracting Officer written notification of proposed material sources 7 days prior to use. Written approval of the specific source will be provided to the contractor. If weed species are present in the proposed source, appropriate mitigation measures may allow conditional use of the source as required by the Contracting Officer.

105.05\_nat\_us\_05\_12\_2004

### 105.05 Use of Material Found in the Work.

Delete 105.05 (a) and (b) and the last sentence of the second paragraph and substitute the following:

Materials produced or processed from Government lands in excess of the quantities required for performance of this contract are the property of the Government. The Government is not obligated to make reimbursement for the cost of producing these materials.

## 106 - Acceptance of Work

106.01\_nat\_us\_07\_31\_2007

### 106.01 Conformity with Contract Requirements.

Delete Subsection 106.01 and substitute the following:

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is more strict.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

The Government may inspect, sample, or test all work at any time before final acceptance of the project. When the Government tests work, copies of test reports are furnished to the Contractor upon request. Government tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the Government, the Contractor's results may be used by the Government to evaluate work for acceptance. Do not rely on the availability of Government test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Four methods of determining conformity and accepting work are described in Subsections 106.02 to 106.05 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the Government.

(a) Disputing Government test results. **If the accuracy of Government test results is disputed, promptly inform the CO. If the dispute is unresolved after reasonable steps are taken to resolve the dispute, further evaluation may be obtained by written request. Include a narrative describing the dispute and a proposed resolution protocol that addresses the following:**

- (1) Sampling method;
- (2) Number of samples;
- (3) Sample transport;
- (4) Test procedures;
- (5) Testing laboratories;
- (6) Reporting;
- (7) Estimated time and costs; and
- (8) Validation process.

If the evaluation requires additional sampling or testing be performed, mutually agree with the Government on witnessing procedures and on sampling and testing by a third party laboratory. Use a third party laboratory accredited by the AASHTO accreditation program. Provide proof of the laboratory's accreditation for the test procedures to be used. Do not use the same laboratory that produced the disputed Government test results or that produced the test results used as a basis for the dispute.

The CO will review the proposed resolution protocol and may modify it before final approval and execution.

The Government will use the approved resolution protocol test results to determine the validity of the disputed testing. If the Government test results are validated, the Contractor will be responsible for all costs associated with developing and performing the resolution protocol. If the Government test results are not validated, the Government will be responsible for all costs associated with developing and performing the resolution protocol. If the validity of the Government test results cannot be determined, the Contractor and Government will equally share all costs associated with developing and carrying out the resolution protocol.

**(b) Alternatives to removing and replacing non-conforming work.** As an alternative to removal and replacement, the Contractor may submit a written request to:

- (1) Have the work accepted at a reduced price; or
- (2) Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

106.07\_nat\_us\_05\_11\_2004

### **106.07 Delete**

Delete subsection 106.07.

## 107 - Legal Relations and Responsibility to the Public

107.05\_nat\_us\_05\_11\_2004

### 107.05 Responsibility for Damage Claims.

Delete the entire subsection.

107.06\_nat\_us\_06\_16\_2006

### 107.06 Contractor's Responsibility for Work.

Delete the following from the first paragraph.

“except as provided in Subsection 106.07”.

107.08\_nat\_us\_03\_29\_2005

### 107.08 Sanitation, Health, and Safety

Delete the entire subsection.

107.09\_nat\_us\_06\_16\_2006

### 107.09 Legal Relationship of the Parties.

Delete the entire subsection.

107.10\_nat\_us\_06\_16\_2006

### 107.10 Environmental Protection.

Add the following:

Design and locate equipment repair shops, stationary refueling sites, or other facilities to minimize the potential and impacts of hazardous material spills on Government land.

Before beginning any work, submit a Hazardous Spill Plan. List actions to be taken in the event of a spill. Incorporate preventive measures to be taken, such as the location of mobile refueling facilities, storage and handling of hazardous materials, and similar information. Immediately notify the CO of all hazardous material spills. Provide a written narrative report form no later than 24 hours after the initial report and include the following:

- Description of the item spilled (including identity, quantity, manifest number, and other identifying information).
- Whether amount spilled is EPA or state reportable, and if so whether it was reported, and to whom.

- Exact time and location of spill including a description of the area involved.
- Containment procedures.
- Summary of any communications the Contractor had with news media, Federal, state and local regulatory agencies and officials, or Forest Service officials.
- Description of clean-up procedures employed or to be employed at the site including final disposition and disposal location of spill residue.

When available provide copies of all spill related clean up and closure documentation and correspondence from regulatory agencies.

The Contractor is solely responsible for all spills or leaks that occur during the performance of this contract. Clean up spills or leaks to the satisfaction of the CO and in a manner that complies with Federal, state, and local laws and regulations.

## 108 - Prosecution and Progress

108.00\_nat\_us\_02\_16\_2005

### 108 Delete.

Delete Section 108 in its entirety.

## 109 - Measurement and Payment

109.00\_nat\_us\_02\_17\_2005

### 109 Deletions

Delete entire section

## 155 - Schedules for Construction Contracts

155.00\_nat\_us\_05\_11\_2004

### 155 Delete.

Delete Section 155 in its entirety.

## 156 - Public Traffic

156.03\_nat\_us\_02\_24\_2005

### 156.03 Accommodating Traffic During Work.

Delete the following from the last paragraph:

according to Subsection 106.07(b)

## 171 - Weed and Disease Prevention

171.00\_nat\_us\_03\_30\_2005

### Description

**171.01** This work consists of washing and treating construction equipment to remove seeds, plants, and plant fragments from the equipment before the equipment is used on National Forest System lands.

### Material

**171.02** Conform to the following Subsection:

Water	725.01
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### Construction Requirements

**171.03 General** . Notify the CO in writing at least 15 days before moving any construction equipment onto National Forest System lands. Construction equipment does not include cars, pickup trucks, and other vehicles that regularly travel between the construction site and areas outside of National Forest System lands.

Perform all work at a location designated on the plans or other locations approved in writing. Provide the CO with an opportunity to monitor the washing and inspection.

**171.04 Equipment.** Use a high pressure washing system.

For work on National Forest System lands, use a washing system that traps all wash water and either stores it for removal from National Forest System lands or recycles the water for continued

use. If the equipment recycles the water, provide adequate filters for seed removal. Dispose of the filter material and removed seeds in an approved manner. Do not mix soaps, detergents, or other chemicals with the wash water.

For work at a commercial washing facility, use an approved facility.

**171.05 Washing.** Wash the sides, tops, and undercarriages of all construction equipment. Remove all seeds, plants, plant fragments, dirt, and debris from the construction equipment.

**171.06 Inspection.** Inspect the washed construction equipment, including the undercarriage, to ensure that the washing removed the dirt, debris, and seeds from the construction equipment. Rewash the construction equipment as necessary or as directed.

**171.07 Acceptance.** Weed prevention will be evaluated under Subsection 106.02.

### **Measurement**

**171.08** Do not measure weed prevention for payment.

### **Payment**

**171.09** Include all costs associated with the Section 171-Weed Prevention in the unit price for Section 151-Mobilization.

## 203 - Removal of Structures and Obstructions

203.01\_nat\_us\_02\_25\_2005

### 203.01 Description.

Delete and replace with the following:

This work consists of disposing of construction slash and debris, salvaging, removing, and disposing of buildings, fences, structures, pavements, culverts, utilities, curbs, sidewalks, and other obstructions.

203.04\_nat\_us\_02\_18\_2005

### 203.04 Removing Material.

Replace the fourth and fifth paragraphs with the following:

Where part of an existing culvert is removed, remove the entire culvert upstream from the removal. The remaining downstream culvert may be left in place if no portion of the culvert is within 12 inches of the subgrade, embankment slope, or new culvert or structure; and the culvert ends are sealed with concrete.

Remove structures and obstructions in the roadbed to 12 inches below subgrade elevation.

Remove structures and obstructions outside the roadbed to 12 inches below finished ground or to the natural stream bottom.

## 204 - Excavation and Embankment

204.00\_nat\_us\_03\_26\_2009

**Replace Section 204 in its entirety with the following:**

### Description

**204.01** This work consists of excavating material and constructing embankments. This includes furnishing, hauling, stockpiling, placing, disposing, sloping, shaping, compacting, and finishing earthen and rocky material.

#### **204.02 Definitions.**

**(a) Excavation.** Excavation consists of the following:

**(1) Roadway excavation.** All material excavated from within the right-of-way or easement areas, except subexcavation covered in (2) below and structure excavation covered in Sections 208 and 209. Roadway excavation includes all material encountered regardless of its nature or characteristics.

**(2) Subexcavation.** Material excavated from below subgrade elevation in cut sections or from below the original groundline in embankment sections. Subexcavation does not include the work required by Subsections 204.05, 204.06(b), and 204.06(c).

**(3) Borrow excavation.** Material used for embankment construction that is obtained from outside the roadway prism. Borrow excavation includes unclassified borrow, select borrow, and select topping.

**(b) Embankment construction.** Embankment construction consists of placing and compacting roadway or borrow excavation. This work includes:

- (1)** Preparing foundation for embankment;
- (2)** Constructing roadway embankments;
- (3)** Benching for side-hill embankments;
- (4)** Constructing dikes, ramps, mounds, and berms; and
- (5)** Backfilling subexcavated areas, holes, pits, and other depressions.

**(c) Conserved topsoil.** Excavated material conserved from the roadway excavation and embankment foundation areas that is suitable for growth of grass, cover crops, or native vegetation.

**(d) Waste.** Excess and unsuitable roadway excavation and subexcavation that cannot be used.

## Material

**204.03** Conform to the following Subsections:

Backfill material	704.03
Select borrow	704.07
Select topping	704.08
Topping	704.05
Unclassified borrow	704.06
Water	725.01

## Construction Requirements

**204.04 Preparation for Roadway Excavation and Embankment Construction.** Clear the area of vegetation and obstructions according to Sections 201 and 203.

**204.05 Reserved.**

**204.06 Roadway Excavation.** Excavate as follows:

**(a) General.** Do not disturb material and vegetation outside the construction limits. Incorporate only suitable material into embankments. Replace any shortage of suitable material caused by premature disposal of roadway excavation. Dispose of unsuitable or excess excavation material according to Subsection 204.14.

At the end of each day's operations, shape to drain and compact the work area to a uniform cross-section. Eliminate all ruts and low spots that could hold water.

Retrieve material deposited outside of the clearing limits as directed by the CO. Place unsuitable material in designated areas.

**(b) Rock cuts.** Blast rock according to Section 205. Excavate rock cuts to 6 inches below subgrade within the roadbed limits. Backfill to subgrade with topping or with other suitable material. Compact the material according to Subsection 204.11

**(c) Earth cuts.** Scarify earth cuts to 6 inches below subgrade within the roadbed limits. Compact the scarified material according to Subsection 204.11.

**(d) Pioneer Roads.** Road pioneering, slash disposal, and grubbing of stumps may proceed concurrently with excavation. Conduct excavation and placement operations so material to be treated under Section 201 will not be incorporated into the roadway unless specified in the slash treatment method. Maintain drainage during pioneering operations.

Remove snow and ice in advance of the work and deposit beyond the roadway limits in a manner that will not waste material or generate sediment. Do not incorporate snow and ice into embankments. Place snow or ice in a manner to prevent resource damage.

**204.07 Subexcavation.** Excavate material to the limits designated by the CO. Take cross-sections according to Section 152. Prevent unsuitable material from becoming mixed with the backfill. Dispose of unsuitable material according to Subsection 204.14. Backfill the subexcavation with topping, or other suitable material. Compact the material according to Subsection 204.11.

**204.08 Borrow Excavation.** Use all suitable roadway excavation in embankment construction. Do not use borrow excavation when it results in excess roadway excavation. Deduct excess borrow excavation from the appropriate borrow excavation quantity.

Obtain borrow source acceptance according to Subsection 105.02. Develop and restore borrow sources according to Subsection 105.03. Do not excavate beyond the established limits. When applicable, shape the borrow source to permit accurate measurements when excavation is complete.

**204.09 Preparing Foundation for Embankment Construction.** Prepare foundation for embankment construction as follows:

**(a) Embankment less than 4 feet high over natural ground.** When designated, remove topsoil and break up the ground surface to a minimum depth of 6 inches by plowing or scarifying. Compact the ground surface according to Subsection 204.11.

**(b) Embankments over an existing asphalt, concrete, or gravel road surface.** Scarify gravel roads to a minimum depth of 6 inches. Scarify or pulverize asphalt and concrete roads to 6 inches below the pavement. Reduce all particles to a maximum size of 6 inches and produce a uniform material. Compact the surface according to Subsection 204.11.

**(c) Embankment across ground not capable of supporting equipment.** Dump successive loads of embankment material in a uniformly distributed layer to construct the lower portion of the embankment. Limit the layer thickness to the minimum depth necessary to support the equipment.

**(d) Embankment on an existing slope steeper than 1V:3H.** Cut horizontal benches in the existing slope to a sufficient width to accommodate placement and compaction operations and equipment. Bench the slope as the embankment is placed and compacted in layers. Begin each bench at the intersection of the original ground and the vertical cut of the previous bench.

**204.10 Embankment Construction.** Incorporate only suitable roadway excavation material into the embankment. When the supply of suitable roadway excavation is exhausted, furnish unclassified borrow to complete the embankment. Obtain written approval before beginning construction of embankments over 6 feet high at subgrade centerline. Construct embankments as follows:

**(a) General.** At the end of each day's operations, shape to drain and compact the embankment surface to a uniform cross-section. Eliminate all ruts and low spots that could hold water.

During all stages of construction, route and distribute hauling and leveling equipment over the width and length of each layer of material.

Compact embankment side slopes flatter than 1V:1.75H with a tamping type roller or by walking with a dozer. For slopes 1V:1.75H or steeper, compact the slopes as construction of the embankment progresses.

Where placing embankment on one side of abutments, wing walls, piers, or culvert headwalls, compact the material using methods that prevent excessive pressure against the structure.

Where placing embankment material on both sides of a concrete wall or box structure, conduct operations so compacted embankment material is at the same elevation on both sides of the structure.

Where structural pilings are placed in embankment locations, limit the maximum particle size to 4 inches.

**(b) Embankment within the roadway prism.** Place embankment material in horizontal layers not exceeding 12 inches in compacted thickness. Incorporate oversize boulders or rock fragments into the 12-inch layers by reducing them in size or placing them individually as required by (c) below. Compact each layer according to Subsection 204.11 before placing the next layer.

Material composed predominately of boulders or rock fragments too large for 12-inch layers may be placed in layers up to 24 inches thick. Incorporate oversize boulders or rock fragments into the 24-inch layer by reducing them in size or placing them individually according to (c) below. Place sufficient earth and smaller rocks to fill the voids. Compact each layer according to Subsection 204.11 before placing the next layer.

**(c) Individual rock fragments and boulders.** Place individual rock fragments and boulders greater than 24 inches in diameter as follows:

- (1) Reduce rock to less than 48 inches in the largest dimension.
- (2) Distribute rock within the embankment to prevent nesting.
- (3) Place layers of embankment material around each rock to a depth not greater than that permitted by (b) above. Fill all the voids between rocks.
- (4) Compact each layer according to Subsection 204.11 before placing the next layer.

**(d) Embankment outside of roadway prism.** Where placing embankment outside the staked roadway prism, place material in horizontal layers not exceeding 24 inches in compacted thickness. Compact each layer according to Subsection 204.11.

**204.11 Compaction.** Compact the embankment using one of the following methods as specified:

**(a) Compaction A.** Use AASHTO T 27 to determine the amount of material retained on a Number 4 sieve. If there is more than 80 percent retained on the No. 4 sieve use procedure (1).

If there is 50 to 80 percent retained on the No. 4 sieve use procedure (2). If there is less than 50 percent retained on the No. 4 sieve use procedure (3).

**(1)** Adjust the moisture content to a level suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Use compression-type rollers at speeds less than 6 feet per second and vibratory rollers at speeds less than 3 feet per second. Compact each layer of material full width with one of the following and until there is no visible evidence of further consolidation.

(a) Four roller passes of a vibratory roller having a minimum dynamic force of 40,000 pounds impact per vibration and a minimum frequency of 1000 vibrations per minute.

(b) Eight roller passes of a 20-ton compression-type roller.

(c) Eight roller passes of a vibratory roller having a minimum dynamic force of 30,000 pounds impact per vibration and a minimum frequency of 1000 vibrations per minute.

Increase the compactive effort for layers deeper than 12 inches as follows:

- For each additional 6 inches or fraction thereof, increase the number of roller passes in (a) above by four passes.
- For each additional 6 inches or fraction thereof, increase the number of roller passes in (b) and (c) above, by eight passes.

**(2)** Use AASHTO T 99 to determine the optimum moisture content of the portion of the material passing a No. 4 sieve. Multiply this number by the percentage of material passing a No. 4 sieve, and add 2 percent to determine the optimum moisture content of the material. Adjust the moisture content of material classified A-1 through A-5 to a moisture content suitable for compaction. Adjust the moisture content of material classified A-6 and A-7 to within 2 percent of the optimum moisture content.

Use compression-type rollers at speeds less than 6 feet per second and vibratory rollers at speeds less than 3 feet per second. Compact each layer of material full width according to (1) above.

**(3)** Classify the material according to AASHTO M 145. For material classified A-1 or A-2-4, determine the maximum density according to AASHTO T 180, method D. For other material classifications, determine the optimum moisture content and maximum density according to AASHTO T 99, method C.

Adjust the moisture content of material classified A-1 through A-5 to a moisture content suitable for compaction. Adjust the moisture content of material classified A-6 and A-7 to within 2 percent of the optimum moisture content.

Use compression-type or vibratory rollers. Compact each layer of material full width to at least 95 percent of the maximum density. Determine the in-place density and moisture content according to AASHTO T 310 or other approved test procedures. When required, use AASHTO T 224 to correct for coarse particles.

**(b) Compaction B.** Place material by end dumping to the minimum depth needed for operation of spreading equipment. Adjust the moisture content of the material to obtain a mass that will not visibly deflect under the load of the hauling and spreading equipment. Operate compaction equipment over the full width of each layer until there is no visible evidence of further consolidation or, if when a sheepsfoot roller is used, the roller “walks out” of the layer. Make at least three complete passes.

**(c) Compaction C.** Place material by end dumping to the minimum depth needed for operation of spreading equipment. Level and smooth each embankment layer before placing the next layers. Operate hauling and spreading equipment uniformly over the full width of each layer. Construct a solid embankment with adequate compaction by working smaller rock and fines in with the larger rocks to fill the voids, and by operating hauling and spreading equipment uniformly over the full width of each layer as the embankment is constructed.

**204.12 Ditches.** Slope, grade, and shape ditches. Remove all projecting roots, stumps, rock, or similar matter. Maintain all ditches in an open condition and free from leaves, sticks, and other debris.

Form furrow ditches by plowing or using other acceptable methods to produce a continuous furrow. Place all excavated material on the downhill side so the bottom of the ditch is approximately 18 inches below the crest of the loose material. Clean the ditch using a hand shovel, ditcher, or other suitable method. Shape to provide drainage without overflow.

**204.13 Sloping, Shaping, and Finishing.** Complete slopes, ditches, culverts, riprap, and other underground minor structures before placing aggregate courses. Slope, shape, and finish as follows:

**(a) Sloping.** Leave all earth slopes with uniform roughened surfaces, except as described in (b) below, with no noticeable break as viewed from the road. Except in solid rock, round tops and bottoms of all slopes including the slopes of drainage ditches. Round material overlaying solid rock to the extent practical. Scale all rock slopes. Slope rounding is not required on tolerance class D though M roads.

If a slide or slipout occurs on a cut or embankment slope, remove or replace the material, and repair or restore all damage to the work. Bench or key the slope to stabilize the slide. Reshape the cut or embankment slope to an acceptable condition.

**(b) Stepped slopes.** Where required by the contract, construct steps on slopes of  $1\frac{1}{3}V:1H$  to  $1V:2H$ . Construct the steps approximately 18 inches high. Blend the steps into natural ground at the end of the cut. If the slope contains nonrippable rock outcrops, blend steps into the rock. Remove loose material found in transitional area. Except for removing large rocks that may fall, scaling stepped slopes is not required.

**(c) Shaping.** Shape the subgrade to a smooth surface and to the cross-section required. Shape slopes to gradually transition into slope adjustments without noticeable breaks. At the ends of

cuts and at intersections of cuts and embankments, adjust slopes in the horizontal and vertical planes to blend into each other or into the natural ground.

**(d) Finishing.** Finish the roadbed to be smooth and uniform, and shaped to conform to the typical sections. Remove unsuitable material from the roadbed and replace it with suitable material. Finish roadbeds to the tolerance class shown in table 204-2. Ensure that the subgrade is visibly moist during shaping and dressing. Scarify to 6 inches below the bottom of low sections, holes, cracks, or depressions and bring back to grade with suitable material. Maintain proper ditch drainage.

For surfaced roads, remove all material larger than 6 inches from the top 6 inches of the roadbed.

For unsurfaced roads, use one of the following methods to finish the roadbed:

- (1) Method A.** Remove all material larger than 6 inches from the top 6 inches of the roadbed and replace with suitable material.
- (2) Method B.** Use a vibratory grid roller or approved equal with a minimum weight of 10 tons. Roll at least 5 full-width passes or until there is no visible evidence of further consolidation.
- (3) Method C.** For roads designated as Construction Tolerance Class K, L, or M, finish the roadbed by spreading the excavation. Eliminate rock berms.

**204.14 Disposal of Unsuitable or Excess Material.** Dispose of unsuitable or excess material at designated sites or legally off of the project.

When there is a pay item for waste, shape and compact the waste material in its final location. Do not mix clearing or other material not subject to payment with the waste material.

**204.15 Acceptance.** See Table 204-1 for sampling and testing requirements.

Material for embankment and conserved topsoil will be evaluated under Subsections 106.02 and 106.04.

Excavation and embankment construction will be evaluated under Subsections 106.02 and 106.04.

Clearing and removal of obstructions will be evaluated under Sections 201 and 203.

### **Measurement**

**204.16** Measure the Section 204 items listed in the bid schedule according to Subsection 109.02 and the following as applicable.

**(a) Roadway excavation.** Measure roadway excavation in its original position as follows:

- (1)** Include the following volumes in roadway excavation:

- (a) Roadway prism excavation;
- (b) Rock material excavated and removed from below subgrade in cut sections;
- (c) Unsuitable material below subgrade and unsuitable material beneath embankment areas when a pay item for subexcavation is not shown in the bid schedule;
- (d) Ditches, except furrow ditches measured under a separate bid item;
- (e) Topsoil;
- (f) Borrow material used in the work when a pay item for borrow is not shown in the bid schedule;
- (g) Loose scattered rocks removed and placed as required within the roadway;
- (h) Conserved material taken from stockpiles and used in Section 204 work; and
- (i) Slide and slipout material not attributable to the Contractor's method of operation.

**(2) Do not include the following in roadway excavation:**

- (a) Overburden and other spoil material from borrow sources;
- (b) Overbreakage from the backslope in rock excavation;
- (c) Water or other liquid material;
- (d) Material used for purposes other than required;
- (e) Roadbed material scarified in place and not removed;
- (f) Material excavated when stepping cut slopes;
- (g) Material excavated when rounding cut slopes;
- (h) Preparing foundations for embankment construction;
- (i) Material excavated when benching for embankments;
- (j) Slide or slipout material attributable to the Contractor's method of operation;
- (k) Conserved material taken from stockpiles constructed at the option of the Contractor; and
- (l) Material excavated outside the established slope limits.

**(3) When both roadway excavation and embankment construction pay items are shown in the bid schedule, measure the following as roadway excavation only:**

- (a) Unsuitable material below subgrade in cuts and unsuitable material beneath embankment areas when a pay item for subexcavation is not shown in the bid schedule;
- (b) Slide and slipout material not attributable to the Contractor's method of operations; and
- (c) Drainage ditches, channel changes, and diversion ditches.

**(b) Unclassified borrow, select borrow, and select topping.** When measuring by the cubic yard measure in its original position. If borrow excavation is measured by the cubic yard in place, take initial cross-sections of the ground surface after stripping overburden. Upon completion of excavation and after the borrow source waste material is returned to the source, retake cross-sections before replacing the overburden.

Do not measure borrow excavation used in place of excess roadway excavation.

**(c) Embankment construction.** Measure embankment construction in its final position. Do not make deductions from the embankment construction quantity for the volume of minor structures.

**(1)** Include the following volumes in embankment construction:

- (a)* Roadway embankments;
- (b)* Material used to backfill subexcavated areas, holes, pits, and other depressions;
- (c)* Material used to restore obliterated roadbeds to original contours; and
- (d)* Material used for dikes, ramps, mounds, and berms.

**(2)** Do not include the following in embankment construction:

- (a)* Preparing foundations for embankment construction;
- (b)* Adjustments for subsidence or settlement of the embankment or of the foundation on which the embankment is placed; and
- (c)* Material used to round fill slopes.

**(d) Rounding cut slopes.** Measure rounding cut slopes horizontally along the centerline of the roadway if a pay item for slope rounding is included in the bid schedule. If a pay item for slope rounding is not included in the bid schedule slope rounding will be considered subsidiary to excavation.

**(e) Waste.** Measure waste by the cubic yard in its final position. Take initial cross-sections of the ground surface after stripping over burden. Upon completion of the waste placement, retake cross-sections before replacing overburden.

**(f) Slope scaling.** Measure slope scaling by the cubic yard in the hauling vehicle.

### **Payment**

**204.17** Delete Section.

Table 204-1  
Sampling and Testing Requirements

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Topping (704.05) & unclassified borrow (704.06)	Measured and tested for conformance (106.04)	Classification	—	AASHTO M 145	1 per soil type	Processed material before incorporating in work	Yes, when requested	Before using in work
		Moisture-density	—	AASHTO T 180, method D <sup>(1)</sup> or T 99, method C <sup>(1)</sup>	1 per soil type but not less than 1 per	“	“	“
		Compaction	—	AASHTO T 310 or other approved procedures	1 per 6000 yd <sup>2</sup> but not less than 1 per layer	In-place	—	Before placing next layer
Select borrow (704.07 & Select topping (704.08)	Measured and tested for conformance (106.04)	Classification	—	AASHTO M 145	1 per soil type but not less than 1 for each day of production	Processed material before incorporating	Yes, when requested	Before using in work
		Gradation	—	AASHTO T 27	“	“	“	“
		Liquid limit	—	AASHTO T 89	“	“	“	“
		Moisture-density	—	AASHTO T 180, method D <sup>(1)</sup> or T 99, method C <sup>(1)</sup>	1 per soil type but not less than 1 per	“	“	“
		Compaction	—	AASHTO T 310 or other approved procedures	1 per 6000 yd <sup>2</sup> but not less than 1 per layer	In-place	—	Before placing next layer

(1) Minimum of 5 points per proctor

**Table 204-1 (continued)  
Sampling and Testing Requirements**

<b>Material or Product</b>	<b>Type of Acceptance (Subsection)</b>	<b>Characteristic</b>	<b>Category</b>	<b>Test Methods Specifications</b>	<b>Sampling Frequency</b>	<b>Point of Sampling</b>	<b>Split Sample</b>	<b>Reporting Time</b>
Earth embankment (204.11, Compaction A)	Measured and tested for conformance (106.04)	Classification	—	AASHTO M 145	1 per soil type	Source of Material	Yes, when requested	Before using in work
		Moisture-density	—	AASHTO T 180, method D <sup>(1)</sup> or T 99, method C <sup>(1)</sup>	1 per soil type but not less than 1 per 13,000 yd <sup>3</sup>	“	“	“
		Compaction	—	AASHTO T 310 or other approved procedures	1 per 3500 yd <sup>2</sup> but not less than 1 per layer	In-place	—	Before placing next layer
Top of subgrade (204.11 Compaction A)	Measured and tested for conformance (106.04)	Compaction	—	AASHTO T 310 or other approved procedures	1 per 2500 yd <sup>2</sup>	In-place	—	Before placing next layer

(1) Minimum of 5 points per proctor.

**Table 204-2  
Construction Tolerances**

	Tolerance Class <sup>(a)</sup>												
	A	B	C	D	E	F	G	H	I	J	K	L	M
Roadbed width (ft)	+0.5	+0.5	+1.0	+1.0	+1.0	+1.0	+1.5	+1.0	+2.0	+2.0	+2.0	+2.0	+2.0
Subgrade elevation (ft)	±0.1	±0.2	±0.2	±0.5	±0.5	±1.0	±1.0	±1.5	±2.0	±3.0	±2.0	±3.0	(c)
Centerline alignment (ft)	±0.2	±0.2	±0.5	±0.5	±1.0	±1.0	±1.5	±1.5	±2.0	±3.0	±3.0	±5.0	(c)
Slopes, excavation, and embankment (% slope <sup>(b)</sup> )	±3	±5	±5	±5	±5	±5	±10	±10	±10	±10	±20	±20	±20

(a) Maximum allowable deviation from construction stakes and drawings.

(b) Maximum allowable deviation from staked slope measured from slope stakes or hinge points.

(c) Unless otherwise shown the centerline alignment and subgrade elevation, as built, have no horizontal curves with a radius of less than 80 feet, and no vertical curves with a curve length of less than 80 feet when the algebraic difference in the grade change is less than 10 percent, or a curve length of less than 100 feet when the algebraic difference of the grade change is greater than or equal to 10 percent. The centerline grade is not to exceed 20 percent in 100 feet of length.

## 301 - Untreated Aggregate Courses

301.00\_nat\_us\_03\_03\_2005

### 301 Title Change.

Change the title to: **Section 301 Aggregate Courses**

301.01\_nat\_us\_03\_03\_2005

### 301.01 Work.

Add the following:

Work includes producing aggregate by pit-run, grid rolling, screening, or crushing methods, or placing Government-furnished aggregate. Work may include additive mineral filler, or binder.

301.02\_nat\_us\_05\_16\_2005

### 301.02 Material.

Add the following:

Bentonite	725.30
Calcium Chloride Flake	725.02
Lignon Sulfonate	725.20
Magnesium Chloride Brine or Calcium Chloride Liquid	725.02

301.03\_nat\_us\_09\_14\_2005

### 301.03 General.

Add the following:

Written approval of the roadbed is required before placing aggregate.

For pit run or grid-rolled material, furnish material smaller than the maximum size. No gradation other than maximum size will be required for pit-run or grid-rolled material. For grid rolling, use all suitable material that can be reduced to maximum size. After processing on the road, remove all oversize material from the road and dispose of it as directed by the CO.

Provide additives or binder, if required, at the proportions specified.

Develop and use Government furnished sources according to Section 105.

If the aggregate is produced and stockpiled before placement, handle and stockpiled according to Section 320. Establish stockpile sites at locations approved. Clear and grub stockpile sites according to Section 201.

### 301.04 Mixing and Spreading.

Delete the first sentence of the first paragraph and add the following:

Ensure that aggregate and any required additives, water, mineral filler, and binder are mixed by the specified method except, if crushed aggregate products are being produced and mineral filler, binder, or additives are required, uniformly blend following crushing. Control additive proportions to 0.5 percent dry weight.

**(a) Stationary Plant Method.** Mix the aggregate with other required materials in an approved mixer. Add water during the mixing operation in the amount necessary to provide the moisture content for compacting to the specified density. After mixing, transport the aggregate to the jobsite while it contains the proper moisture content, and place it on the roadbed or base course using an aggregate spreader.

**(b) Travel Plant Method.** After placing the aggregate for each layer with an aggregate spreader or windrow-sizing device, uniformly mix it with other required materials using a traveling mixing plant. During mixing, add water to provide the necessary moisture content for compacting.

**(c) Road Mix Method.** After placing the aggregate for each layer, mix it with other required materials at the required moisture content until the mixture is uniform throughout. Mix aggregate, water, and all other materials until a uniform distribution is obtained.

Spread the aggregate in a uniform layer, with no segregation of size, and to a loose depth that will provide the required compacted thickness.

When placing aggregate over geotextile, place aggregate in a single lift to the full depth specified.

Route and distribute hauling and leveling equipment over the width and length of each layer.

### 301.05 Compacting

Delete and replace with the following:

Compact each layer full width. Roll from the sides to the center, parallel to the centerline of the road. Along curbs, headers, walls, and all places not accessible to the roller, compact the material with approved tampers or compactors.

Compact the aggregate using one of the following methods as specified:

**Compaction A.** Operating spreading and hauling equipment over the full width of the travelway.

**Compaction B.** Operate rollers and compact as specified in Subsection 204.11(a)(1).

**Compaction C.** Moisten or dry the aggregate to a uniform moisture content between 5 and 7 percent based on total dry weight of the mixture. Operate rollers and compact as specified in Subsection 204.11(a)(1).

**Compaction D.** Compact to a density of at least 95 percent of the maximum density, as determined by AASHTO T 99, method C or D.

**Compaction E.** Compact to a density of at least 96 percent of the maximum density, as determined by the Modified Marshall Hammer Compaction Method (available upon request from USDA Forest Service, Regional Materials Engineering Center, P.O. Box 7669, Missoula, MT 59807).

**Compaction F.** Compact to a density of at least 95 per-cent of the maximum density, as determined by AASHTO T 180, method C or D.

**Compaction G.** Compact to a density of at least 100 percent of the maximum density as determined by the Modified Marshall Hammer Compaction Method (available upon request from USDA Forest Service, Regional Materials Engineering Center, P.O. Box 7669, Missoula, MT 59807).

For all compaction methods, blade the surface of each layer during the compaction operations to remove irregularities and produce a smooth, even surface. When a density requirement is specified, determine the in place density and moisture content according to AASHTO T 310 or other approved test procedures.

301.06\_nat\_us\_03\_03\_2005

### **301.06 Surface Tolerance.**

Add the following:

Thickness and Width requirements:

The maximum variation from the compacted specified thickness is ½ inch. The compacted thickness is not consistently above or below the specified thickness and the average thickness of 4 random measurements for any ½ mile of road segment is within + ¼ inch of the specified thickness.

The maximum variation from the specified width will not exceed +12 inches at any point. The compacted width is not consistently above the specified width and the average of any four random measurements along any ½ mile of road segment is within +4 inches of the specified width.

**Table 301-1 Field Density Requirements.**

Table 301-1: Delete laboratory and field density requirements for base, subbase, and surfacing and replace with the following:

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Base and Subbase	Measured and tested conformance (Subsection 106.04)	Moisture Density	---					
		Method C	---	AASHTO T 99	1 per type and source of material	Source of material	Yes	Before using in work
			---		"	"	"	"
		Method D	---	AASHTO T 180	"	"	"	"
			---		"	"	"	"
		Compaction	---					
		Method C, D	---	AASHTO T 310 or other approved procedures	1 per 500 t	In-place	---	Before placing the next layer
Surfacing	Measured and tested conformance (Subsection 106.04)	Moisture Density						
			---		"	"	"	Before using in work
		Method D	---	AASHTO T 180	"	"	"	"
			---		"	"	"	"
		Compaction						
				Method C, D	---	AASHTO T 310 or other approved procedures	1 per 500 t	In-place

Table 301-1: Add the following:

**Table 301-1—Acceptance Sampling and Testing Requirements.**

<b>Material or Product</b>	<b>Type of Acceptance (Subsection)</b>	<b>Characteristic</b>	<b>Category</b>	<b>Test Methods Specifications</b>	<b>Sampling Frequency</b>	<b>Point of Sampling</b>	<b>Split Sample</b>	<b>Reporting Time</b>
Subbase & Base Courses L, M, N, O, P, Q, R	Measured and tested conformance (Subsection 106.04)	Plastic Limit	-	AASHTO T 90	1 per each 1,000 T	From the windrow or roadbed after processing	Yes	4 Hours

**Table 301-1—Acceptance Sampling and Testing Requirements.**

<b>Material or Product</b>	<b>Type of Acceptance (Subsection)</b>	<b>Characteristic</b>	<b>Category</b>	<b>Test Methods Specifications</b>	<b>Sampling Frequency</b>	<b>Point of Sampling</b>	<b>Split Sample</b>	<b>Reporting Time</b>
Aggregate Width	Measured and tested conformance (Subsection 106.04)	Width	-	-	4 per each 0.5 mi	Roadbed after processing	-	4 Hours
Aggregate Thickness	Measured and tested conformance (Subsection 106.04)	Thickness	-	-	4 per each 0.5 mi	Roadbed after processing	-	4 Hours
Additive	Measured and tested conformance (Subsection 106.04)	Amount of Additive	-		1 per each 1,000 T	From the windrow or roadbed after processing	No	4 Hours

301.08\_nat\_us\_03\_30\_2005

### **301.08(b) Plasticity Index.**

Add the following to the first sentence:

“and under 703.05(c)(1)”.

301.09\_nat\_us\_07\_07\_2005

### **301.09 Measurement.**

Replace the second paragraph with the following:

Measure aggregate by cubic yard compacted in place when payment is by contract quantities.

301.10\_nat\_us\_03\_03\_2005

### **301.10 Payment**

Delete section

## 303 - Road Reconditioning

303.01\_nat\_us\_03\_02\_2005

### 303.01 Work.

Delete and add the following:

This work consists of reconditioning ditches, shoulders, roadbeds, cattleguards, asphalt surfaces, and aggregate surfaces.

303.06\_nat\_us\_08\_05\_2008

### 303.06 Aggregate Surface Reconditioning.

Delete and replace with the following:

#### 303.06 Asphalt and Aggregate Surface Reconditioning.

Repair soft and unstable areas to the full depth of the aggregate surface and according to Subsection 204.07. Scarify to the depth of the aggregate surface or to a depth of 6 inches, whichever is less, and remove surface irregularities. Reshape, finish, and compact the entire aggregate surface according to Subsection 301.05, Subsection 321.05, or Subsection 322.05 as applicable.

For asphalt surfaces, clean the existing surface of all loose material, dirt, or other deleterious substances by approved methods. Remove and dispose of unsuitable material that shows evidence of distress, excess asphalt material, or settlement in the roadbed. Patch the areas with approved material that conforms to and is compatible with the adjacent pavement structure. Perform the patch work according to Section 301, 404, 430, or other sections as applicable for the layer or courses being repaired. Clean and seal cracks in the existing asphalt surface according to Subsection 414.05. Correct surface irregularities exceeding 6 inches in depth with a specified aggregate. Place and compact the aggregate according to Subsections 301.04 and 301.05. Prelevel other dips, depressions, sags, excessive or nonexistent crown, or other surface irregularities with asphalt concrete according to Section 404. Spread and compact the asphalt concrete in layers parallel to the grade line not to exceed 2 inches in compacted depth.

**Delete Table 303-1 and replace with the following:**

**Table 303-1  
Sampling and Testing Requirements**

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time	
Existing Roadway	Measured and tested for conformance (106.04)	Moisture-density Method D	—	AASHTO T 99 (1)	1 per each mixture or change in material	Processed material before incorporating in work	Yes, when requested	Before using in work	
		Moisture-density Method E	—	R-1 Marshall	“	“	“	“	
		Moisture-density Method F	—	AASHTO T 180(1)	“	“	“	“	“
		Moisture-density Method G	—	R-1 Marshall	“	“	“	“	“
		In-place density & moisture content	—	AASHTO T 310 or other approved procedures	1 per 3000 yd <sup>2</sup>	In-place	—	Before placing next layer	

(1) Minimum of 5 points per proctor.

### **303.07 Roadway Reconditioning.**

#### Add the following:

Remove cattleguard decks. Clean the deck and the area beneath the cattleguard of soil and other material to the bottom of the original foundation over the entire width of the installation.  
Reinstall the cattleguard deck.

303.11\_nat\_us\_03\_29\_2005

### **303.10 Measurement**

#### Modify the second paragraph as follows:

Measure ditch reconditioning and shoulder reconditioning by the mile, station, or foot horizontally along the centerline of the roadway for each side of the roadway.

## 324 - Minor Aggregate, Commercial Source

324.00\_nat\_us\_08\_28\_2008

### Section 324. – MINOR AGGREGATE COURSES – COMMERCIAL SOURCE

#### Description

**324.01** This work consists of constructing one or more courses of aggregate on a prepared surface. Work includes producing aggregate by crushing methods.

#### Material

**324.02** Conform to the following Subsections:

Aggregate	703.05
Water	725.01

#### Construction Requirements

**324.03 General.** Prepare the surface on which the aggregate course is placed according to Section 204 or 303 as applicable.

Request approval of the roadbed in writing before placing aggregate.

Develop, haul, and apply water in accordance to Section 170.

Submit aggregate gradations for approval by the CO.

After processing on the road, remove all oversize material from the road and dispose of it as directed by the CO.

If the aggregate is produced and stockpiled before placement, handle and stockpiled according to Section 320. Establish stockpile sites at approved locations.

**324.04 Mixing and Spreading.** Mix the aggregate and adjust the moisture content to obtain a uniform mixture with moisture content suitable for the specified compaction method. Spread and shape the mixture on the prepared surface in a uniform layer with no segregation of size, and to a loose depth that will provide the required compacted thickness. Place the mixture in a maximum compacted layer thickness of 6 inches.

When more than one layer is necessary, compact each layer according to Subsection 324.05 before placing the next layer. Route hauling and leveling equipment uniformly over the full width.

When placing aggregate over geotextile, place aggregate in a single lift to the full depth specified.

**324.05 Compacting.** Compact each layer full width. Roll from the sides to the center, parallel to the centerline of the road. Along curbs, headers, walls, and all places not accessible to the roller, compact the material with approved tampers or compactors.

Compact the aggregate using one of the following methods as specified:

**Compaction A.** Operating spreading and hauling equipment over the full width of the travelway.

**Compaction B.** Operate rollers and compact as specified in Subsection 204.11(a)(1).

**Compaction C.** Moisten or dry the aggregate to a uniform moisture content between 5 and 7 percent based on total dry weight of the mixture. Operate rollers and compact as specified in Subsection 204.11(a)(1).

**Compaction D.** Compact to a density of at least 95 percent of the maximum density, as determined by AASHTO T 99, method C or D.

**Compaction E.** Compact to a density of at least 96 percent of the maximum density, as determined by the Modified Marshall Hammer Compaction Method (available upon request from USDA Forest Service, Regional Materials Engineering Center, P.O. Box 7669, Missoula, MT 59807).

**Compaction F.** Compact to a density of at least 95 percent of the maximum density, as determined by AASHTO T 180, method C or D.

**Compaction G.** Compact to a density of at least 100 percent of the maximum density as determined by the Modified Marshall Hammer Compaction Method (available upon request from USDA Forest Service, Regional Materials Engineering Center, P.O. Box 7669, Missoula, MT 59807).

For all compaction methods, blade the surface of each layer during the compaction operations to remove irregularities and produce a smooth, even surface. When a density requirement is specified, determine the in place density and moisture content according to AASHTO T 310 or other approved test procedures.

**324.06 Construction Tolerance.** If grade finishing stakes are required, finish the surface to within  $\pm 0.10$  feet from staked line and grade elevation.

If grade finishing stakes are not required, shape the surface to the required template and check the surface with a 10-foot straightedge. Defective areas are surface deviations in excess of 1/2 inch in 10 feet between any two contacts of the straightedge with the surface.

Correct all defective areas by loosening the material, adding or removing material, reshaping, and compacting.

Ensure that the compacted thickness is not consistently above or below the specified thickness. The maximum variation from the compacted specified thickness is ½ inch.

Ensure that the compacted width is not consistently above the specified width. The maximum variation from the specified width will not exceed +12 inches at any point.

**324.07 Maintenance.** Maintain the aggregate course to the correct line, grade, and cross-section by blading, watering, rolling, or any combination thereof until placement of the next course. Correct all defects according to Subsection 324.06.

**324.08 Acceptance.** See Table 324-1 for sampling and testing requirements.

Aggregate gradation and surface course plasticity index will be evaluated under Subsection 106.03 and 106.04. Other aggregate quality properties will be evaluated under Subsections 106.02 and 106.03. Placement of aggregate courses will be evaluated under Subsections 106.02 and 106.04.

Preparation of the surface on which the aggregate course is placed will be evaluated under Section 204 or 303 as applicable.

### **Measurement**

**324.09** Measure the Section 324 items listed in the bid schedule according to Subsection 109.02 and the following as applicable.

Measure square yard width horizontally to include the top of aggregate width including designed widening. Measure the square yard length horizontally along the centerline of the roadway.

If the measurement for aggregate is by cubic yard using contract quantities then measure aggregate by the cubic yard in-place once compacted, otherwise measurement for aggregate by the cubic yard is measured by the cubic yard in the hauling vehicle.

Measure thickness perpendicular to the grade of the travelway.

Measure width perpendicular to the centerline.

### **Payment**

**324.10** The accepted quantities will be paid at the contract price per unit of measurement for the Section 324 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

**Table 324-1  
Sampling and Testing Requirements**

<b>Material or Product</b>	<b>Type of Acceptance (Subsection)</b>	<b>Characteristic</b>	<b>Category</b>	<b>Test Methods Specifications</b>	<b>Sampling Frequency</b>	<b>Point of Sampling</b>	<b>Split Sample</b>	<b>Reporting Time</b>
Aggregate source quality 703.06	Measured and tested for conformance (106.03 & 105)	LA abrasion (course)	—	AASHTO T 96	1 per type & source of material	Source of material	Yes, when requested	Before using in work
		Sodium sulfate soundness loss (course & fine)	—	AASHTO T 104	“	“	“	“
		Durability index (course & fine)	—	AASHTO T 210	“	“	“	“
		Fractured faces	—	ASTM D 5821	“	“	“	“
Subbase, Base, and Surface courses	Measured and tested for conformance (106.04)	Sample	—	AASHTO T 2	2 per day	From windrow or roadbed after processing or from approved crusher sampling device	Yes	48 hours

**Table 324-1 (continued)  
Sampling and Testing Requirements**

<b>Material or Product</b>	<b>Type of Acceptance (Subsection)</b>	<b>Characteristic</b>	<b>Category</b>	<b>Test Methods Specifications</b>	<b>Sampling Frequency</b>	<b>Point of Sampling</b>	<b>Split Sample</b>	<b>Reporting Time</b>	
Subbase, Base, and Surface	Measured and tested for conformance (106.04)	Moisture-density Method D	—	AASHTO T 99 <sup>(1)</sup>	1 per type and source of material	Source of material	Yes, when requested	Before using in work	
		Moisture-density Method E	—	R-1 Marshall	“	“	“	“	
		Moisture-density Method F	—	AASHTO T 180 <sup>(1)</sup>	“	“	“	“	“
		Moisture-density Method G	—	R-1 Marshall	“	“	“	“	“
		In-place density & moisture content	—	AASHTO T 310 or other approved procedures	3 per day	In-place	—	Before placing next layer	

## 635 - Temporary Traffic Control

635.03\_nat\_us\_05\_13\_2004

### 635.03 General.

Add the following:

Install temporary traffic control signs to temporary posts or approved temporary sign mounts.

## 703 - Aggregate

703.05\_nat\_us\_08\_14\_2009

**Delete 703.05 and replace with the following:**

### 703.05 Subbase, Base, Surface Course, and Screened Aggregate.

**(a) Subbase or base aggregate.** Furnish hard, durable particles or fragments of crushed stone, crushed slag, or crushed gravel conforming the following:

(1) Gradation	Table 703-2
(2) Liquid limit, AASHTO T 89	25 max.
(3) Plastic limit, AASHTO T 90	Nonplastic
(4) Los Angeles abrasion, AASHTO T 96	40% max.
(5) Sodium sulfate soundness loss (5 cycles), AASHTO T 104	12% max.
(6) Durability index (coarse), AASHTO T 210	35 min.
(7) Durability index (fine), AASHTO T 210	35 min.
(8) Fractured faces, ASTM D 5821	50% min.
(9) Free from organic matter and lumps or balls of clay	

Do not use material that breaks up when alternately frozen and thawed or wetted and dried.

Obtain the aggregate gradation by crushing, screening, and blending processes as necessary. Fine aggregate, material passing the No. 4 sieve, shall consist of natural or crushed sand and fine mineral particles.

**(b) Surface course aggregate.** Furnish hard, durable particles or fragments of crushed stone, crushed slag, or crushed gravel conforming the following:

(1) Gradation	Table 703-3
(2) Liquid limit, AASHTO T 89	35 max.
(3) Plastic Index, AASHTO T 90	
a) If the percent passing the No. 200 sieve is less than 12%	2 to 9
b) If the percent passing the No. 200 sieve is greater than 12%	Less than 2
(4) Los Angeles abrasion, AASHTO T 96	40% max.
(5) Sodium sulfate soundness loss (5 cycles), AASHTO T 104	12% max.
(6) Durability index (coarse), AASHTO T 210	35 min.
(7) Durability index (fine), AASHTO T 210	35 min.
(8) Fractured faces, ASTM D 5821	75% min.
(9) Free from organic matter and lumps or balls of clay	

Do not use material that breaks up when alternately frozen and thawed or wetted and dried.

Do not furnish material that contains asbestos fibers.

Obtain the aggregate gradation by crushing, screening, and blending processes as necessary. Fine aggregate, material passing the No. 4 sieve, shall consist of natural or crushed sand and fine mineral particles.

**(c) Screened aggregate** – Furnish hard, durable particles or fragments of stone, slag, or gravel conforming the following:

- |   |              |
|---|--------------|
| <b>(1)</b> Gradation  | Table 703-16 |
| <b>(2)</b> Plastic Index, AASHTO T 90                           | Less than 9  |
| <b>(3)</b> Los Angeles abrasion, AASHTO T 96                    | 55% max.     |
| <b>(4)</b> Free from organic matter and lumps or balls of clay. |              |

Do not use material that breaks up when alternately frozen and thawed or wetted and dried.

Obtain the aggregate gradation by crushing, screening, and blending processes as necessary.

**Delete Table 703-2 and replace with the following:**

**Table 703-2  
Target Value Ranges for Subbase and Base Gradation  
Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11)**

Sieve Size	Grading Designation				
	A (Subbase)	B (Subbase)	C (Base)	D (Base)	E (Base)
2½ inch	100				
2 inch	97 – 100	100	100		
1½ inch		97 – 100			
1 inch	65 – 79 (6)		80 – 100 (6)	100	
¾ inch			64 – 94 (6)	86 – 100 (6)	100
½ inch	45 – 59 (7)				
⅜ inch			40 – 69 (6)	51 – 82 (6)	62 – 90 (6)
No. 4	28 – 42 (6)	40 – 60 (8)	31 – 54 (6)	36 – 64 (6)	36 – 74 (6)
No. 40	9 – 17 (4)			12 – 26 (4)	12 – 26 (4)
No. 200	4.0 – 8.0 (3)	4.0 – 12.0 (4)	4.0 – 7.0 (3)	4.0 – 7.0 (3)	4.0 – 7.0 (3)

( ) The value in the parentheses is the allowable deviation (±) from the target values..

**Delete Table 703-3 and replace with the following:**

**Table 703-3  
Target Value Ranges for Surface Gradation  
Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11)**

Sieve Size	Grading Designation						
	F	G	H	S	T	U	
1 1/2 inch	100			100			
1 inch	97-100	100		72 - 92 (6)	100		
3/4 inch	76-89 (6)	97 - 100	97 - 100			100	
1/2 inch					71 - 91 (6)		
3/8 inch	56-68 (6)	70 - 80 (6)	80 - 92 (6)	51 - 71 (6)		71 - 90 (6)	
No. 4	43-53 (7)	51 - 63 (7)	58 - 70 (7)	36 - 53 (7)	43 - 60 (7)	50 - 68 (7)	
No. 8				26 - 40 (6)	30 - 46 (6)	34 - 51 (6)	
No. 16	23-32 (6)	28 - 39 (6)	28 - 40 (6)				
No. 40	15-23 (5)	19 - 27 (5)	16 - 26 (5)	14 - 25 (5)	16 - 28 (5)	19 - 30 (5)	
No. 200	10.0-16.0 (4)	10.0 - 16.0 (4)	9.0 - 14.0 (4)	8.0 - 15.0 (4)	8.0 - 15.0 (4)	8.0 - 15.0 (4)	

( ) The value in the parentheses is the allowable deviation ( $\pm$ ) from the target values.  
If the plasticity index (PI) is greater than 0, the TV range for the No. 200 sieve size is 8-12 (4).

**Intentionally Left Blank**

**Add Table 703-16:**

**Table 703-16**

**Gradation Requirements for Screened Aggregate**

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11)						
	Grading Designation						
	L	M	N	O	P	Q	R
6 inch	100	100					
4 inch			100	100			
3 inch					100	100	
2 inch							100
No. 4		15-45		15-45		15-45	

703.07\_nat\_us\_03\_02\_2005

**Table 703-2 Correction**

**Include the following substitution**

In Table 703-2, delete the “436 – 74 (6)” percent by mass passing for grading E (base) No. 4 sieve size and substitute “36 – 74 (6).”

## **Table 703-2 Correction**

Include the following substitution

In Table 703-2, delete the “436 – 74 (6)” percent by mass passing for grading E (base) No. 4 sieve size and substitute “36 – 74 (6).”

703.10\_nat\_us\_04\_11\_2011

### **703.10(e) Flakiness Index.**

Delete and replace with the following:

Flakiness Index, FLH T 508                      30% max.

### **703.10(i) Adherent Coating.**

Add the following:

Adherent coating on the aggregate, FLH T 512                      0.5% max.

## **718 - Traffic Signing and Marking Material**

718.05\_nat\_us\_08\_05\_2009

### **718.05 Aluminum Panels**

Delete the third paragraph and replace with the following:

Clean, degrease and properly prepare the panels according to methods recommended by the sheeting manufacturer. Conversion coatings will conform to ASTM B-921 or ASTM B-449.

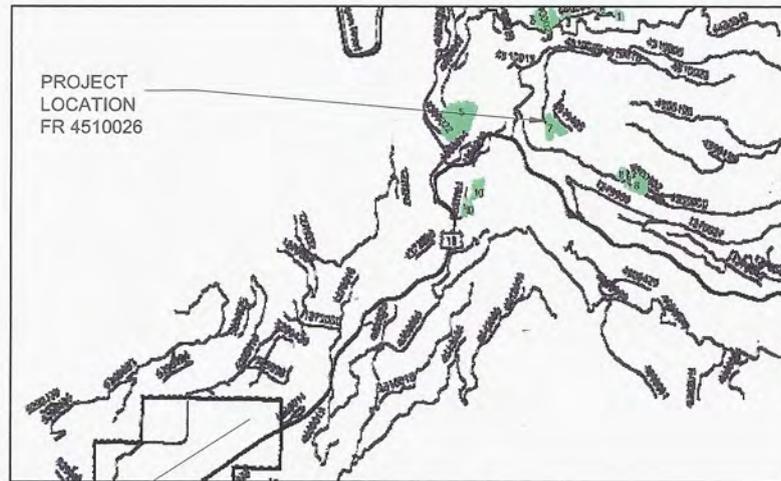


**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE - REGION SIX  
GIFFORD PINCHOT NATIONAL FOREST  
COWLITZ VALLEY RANGER DISTRICT**

DRAWINGS FOR PROPOSED  
**4510026 ROAD RECONSTRUCTION**



**LOCATION MAP**  
NOT TO SCALE



TO PACKWOOD, WA  
**SITE MAP**  
NOT TO SCALE

DESIGNED BY: *[Signature]* 2/2/12  
DESIGNER, SARAH ROCKEY DATE

RECOMMENDED BY: *[Signature]* 2/27/2012  
ASSITANT FOREST ENGINEER, ELWOOD STARR DATE

RECOMMENDED BY: *[Signature]* 2/2/12  
DISTRICT RANGER, KRISTIE MILLER DATE

APPROVED BY: *[Signature]* 3/2/2012  
FOREST ENGINEER, TOM SNOBERGER DATE

<b>DO NOT SCALE DRAWING</b>	
Forest:	GIFFORD-PINCHOT
Location:	COWLITZ-VALLEY-RANGER-STATION
Designed:	S. ROCKEY
Drawn:	S. ROCKEY
Checked:	-
Date:	01/27/2012

COWLITZ VALLEY RANGER DISTRICT 4510026 ROAD RECONSTRUCTION
TITLE



U.S. DEPARTMENT OF AGRICULTURE  
**FOREST SERVICE**  
THE PACIFIC NORTHWEST REGION (R-6)  
GIFFORD PINCHOT NATIONAL FOREST

<b>APPROVED:</b>	
FOREST ENGINEER	DATE
	SHEET: 01 OF 03



**GENERAL NOTES:**

1. CONTRACTOR SHALL USE EXISTING SUITABLE MATERIAL FOR SUBBASE.
2. CONTRACTOR SHALL PROVIDE SUFFICIENT TRAFFIC CONTROL IN COMPLIANCE WITH MUTCD STANDARDS AND STANDARD SPECIFICATION SECTIONS 156 & 635 IN ORDER TO CONTROL AND PROTECT PUBLIC TRAFFIC.

<b>DO NOT SCALE DRAWING</b>	
Forest:	GIFFORD-PINCHOT
Location:	COWLITZ-VALLEY-RANGER-STATION
Designed:	S. ROCKEY
Drawn:	S. ROCKEY
Checked:	-
Date:	01/27/2012

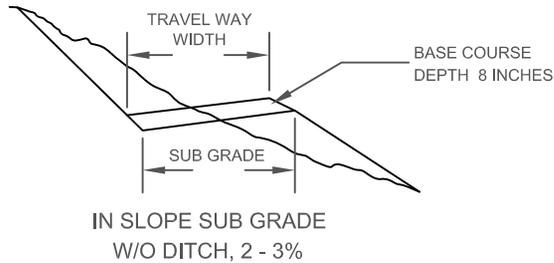
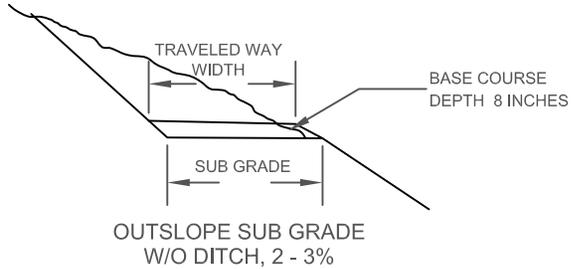
COWLITZ VALLEY RANGER DISTRICT  
 4510026 ROAD RECONSTRUCTION  
 VICINITY MAP



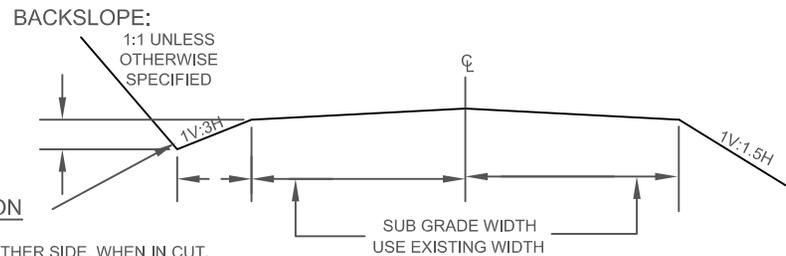
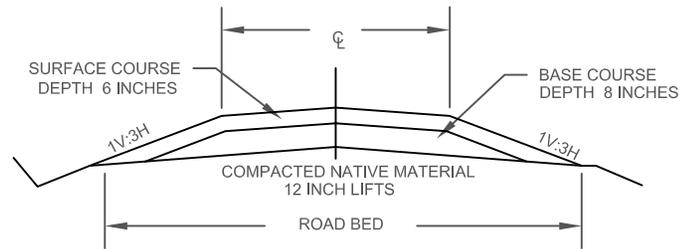
U.S. DEPARTMENT OF AGRICULTURE  
**FOREST SERVICE**  
 THE PACIFIC NORTHWEST REGION (R-6)  
 GIFFORD PINCHOT NATIONAL FOREST

<b>APPROVED:</b>	
FOREST ENGINEER	DATE
SHEET: 02 OF 03	

# ROAD STRUCTURE DETAILS



## TYPICAL SURFACING SECTION



## TYPICAL DITCH SECTION

DITCH AS SHOWN:

1. CROWNED SECTIONS - EITHER SIDE, WHEN IN CUT.
2. OUTSLOPED SECTIONS - ONLY ON DOWNHILL SIDE, ONLY IN THRU CUT.
3. INSLOPED SECTIONS - NO DITCH, EITHER SIDE.

## TYPICAL GRADING SECTIONS

### GENERAL NOTES

1. DEPTHS SHOWN ARE COMPACTED DEPTHS.
2. CURVE WIDENING SHALL BE ADDED ON THE INSIDE OF ALL CURVES. WIDENING - DIVIDED BY RADIUS OF THE CURVE IN FEET.

DO NOT SCALE DRAWING

Forest:	GIFFORD-PINCHOT	
Location:	COWLITZ-VALLEY-RANGER-STATION	
Designed:	S. ROCKEY	Drawn: S. ROCKEY
Checked:	-	Date: 01/27/2012

COWLITZ VALLEY RANGER DISTRICT  
4510026 ROAD RECONSTRUCTION

ROAD STRUCTURE DETAILS



U.S. DEPARTMENT OF AGRICULTURE  
**FOREST SERVICE**  
THE PACIFIC NORTHWEST REGION (R-6)  
GIFFORD PINCHOT NATIONAL FOREST

APPROVED:

FOREST ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

SHEET: 03 OF 03