**NATIONAL FOREST TIMBER FOR SALE**

**OKANOGAN-WENATCHEE NATIONAL FOREST**

The Walter Springs Sale is located within Sections 14, 22, 23, 24, 25, 26 and 36, T18N, R15E, WM, surveyed, Kittitas County, Washington. The Forest Service will receive sealed and oral bids in public at Okanogan-Wenatchee Headquarters at 10:00 AM local time on 09/19/2013 for an estimated volume of 2590 CCF of Douglas-fir and Western Larch sawtimber, and 3693 CCF of Grand Fir and Other Coniferous Species sawtimber marked or otherwise designated for cutting. In addition, there is within the sale area an estimated volume of 591 CCF of Biomass-All Species grn bio cv that the bidder agrees to remove at a fixed rate. In addition, there is within the sale area an unestimated volume of Miscellaneous grn bio cv that the bidder may agree to remove at a fixed rate. The Forest Service reserves the right to reject any and all bids. Interested parties may obtain a prospectus from the office listed below. A prospectus, bid form, and complete information concerning the timber, the conditions of sale, and submission of bids is available to the public from the Okanogan-Wenatchee Headquarters, 215 Melody Lane, Wenatchee, WA 98801 or the Cle Elum Ranger District, 803 West Second Street, Cle Elum, WA 98922 or http://fs.usda.gov/resources/okanoganwenatchee/landmanagement/resourcemanagment. The USDA is an equal opportunity provider and employer.

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United States Department of Agriculture
Forest Service
Okanogan-Wenatchee
Cle Elum Ranger District
803 West Second Street
Cle Elum, Washington 98922

Reply to: 2430
Date: 08/20/2013

Dear Prospective Bidder:

On 09/19/2013, at 10:00 AM, initial bids for Oral Auction will be opened in the Okanogan-Wenatchee Headquarters for the Walter Springs sale. This sale is located in Sections 14, 22, 23, 24, 25, 26 and 36, T18N, R15E, WM, surveyed, Kittitas County, Washington. Timber sale Contract 2400-6T will be used. The termination date for this sale is 03/31/2017.

There are 6.91 miles (11.12 kilometers) of specified road reconstruction. A specified road construction cost of $45,599.86 has been allowed in the appraisal for this work.

The estimated quantities in this contract have been determined prior to felling. The total estimated quantity on this sale is 6,874 CCF. The Forest Service encourages potential bidders to make their own inspection and estimate prior to bid submission. The Forest Service makes no representation, warranty, or guarantee of the accuracy of the following quantity estimates:

**Estimated Quantities and Minimum Acceptable Rates per Unit of Measure**

| Species | Product | Unit of Measure | Estimated Quantities | Average DBH | Minimum Acceptable Bid Rates | Base Rates | Required Deposits: Slash Disposal | Required Deposits: Road Maintenance |
|---|---|---|---|---|---|---|---|---|
| Douglas-fir and Western Larch | Sawtimber | CCF | 2,590.00 | 11.20 | $3.00 | $3.00 | $7.31 | $0.44 |
| Grand Fir and Other Coniferous Species | Sawtimber | CCF | 3,693.00 | 10.90 | $3.00 | $3.00 | $7.31 | $0.44 |
| Only the Fixed Rate Applies | | | | | | | | |
| Biomass-All Species | Grn Bio Cv | CCF | 591.00 | 12.50 | $0.25 | $0.25 | $7.31 | $0.44 |
| | Total | CCF | 6,874.00 | | | | $50,248.94 | $3,024.56 |

The minimum acceptable weighted average bid rate is $3.00 per CCF.

There is a $1,900.00 bid guarantee required on this sale.

If you wish further information on this sale, the prospectus and bid form, please write or call the Okanogan-Wenatchee Headquarters, 215 Melody Lane, Wenatchee, WA 98801 or the Cle Elum Ranger District, 803 West Second Street, Cle Elum, WA 98922 or http://fs.usda.gov/resources/okanoganwenatchee/landmanagement/resourcemanagment.

Sincerely,

Susan Rinke
Contracting Officer

Enclosure

USDA - FOREST SERVICE
Stewardship: N

REPORT OF TIMBER SALE
APPRAISAL SUMMARY CCF

R6-FS-2400-17 (04/10)
Version 1331 (TEA 07-13)

| | | | | | |
|---|---|---|---|---|---|
| Region: | 06 | Sale Name: | Walter Springs | Appraisal Date: | 08/15/13 |
| Forest: | 17 Okanogan-Wenatchee | Sale Number: | 13302 | Base Period Ending: | 06/30/13 |
| District: | 03 Cle Elum | Appraise to: | Randle, WA | Competition Factor: | 10% |
| Salvage: | N | Appraiser: | Madden | Essential KV Cost: | 0 |

| SELLING PRICES | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Average | Total |
|---|---|---|---|---|---|---|---|---|---|
| 1. Species | D-fir | Gr Fir | GBCvNS | | | | | | |
| 2. Species Code | 204 | 17 | 2 | | | | | | |
| 3. Product/Unit | 01-03 | 01-03 | 20-03 | | | | | | |
| 4. Volume | 2,590 | 3,693 | 591 | | | | | | 6,874 |
| 5. Base Period Price | 46.21 | 33.60 | 65.00* | | | | | 41.05 | |
| 6. Base Period Index | 197.62 | 190.24 | 78.00 | | | | | 183.37 | |
| 7. Current Index | 197.62 | 190.24 | 78.00 | | | | | 183.37 | |
| 8. Rapid Market Adj | 5.20 | 5.20 | | | | | | 4.75 | |
| 9. Market Adj BP Price | 51.41 | 38.80 | 65.00 | | | | | 45.80 | |
| 10. Unusual Adjustment | | | | | | | | | |
| 11. GBCv-Nonsaw Adj | | | -171.52 | | | | | -14.75 | |
| 12. Product Quality Adj | | | | | | | | | |
| 13. Adj Base Period Price | 51.41 | 38.80 | -106.52 | | | | | 31.06 | 213,486.98 |

| COSTS | Zone Avg Cost/UM | Est Sale Cost/UM | Adj to BP Cost |
|---|---|---|---|
| 14. Stump to Truck | 105.55 | 98.39 | 7.16 |
| 15. Haul/Scale | 55.30 | 71.82 | -16.52 |
| 16. Road Maintenance | 4.82 | 24.15 | -19.33 |
| 17. Contract | 5.36 | 7.40 | -2.04 |
| 18. Development & Other | .49 | 2.75 | -2.26 |
| 19. Road Const & Recon | | 6.63 | -6.63 |
| 20. Total (lines 14-19) | 171.52 | 211.14 | -39.62 |

| ROADS | Km | Miles | Cost |
|---|---|---|---|
| Specified Road Con | | | |
| Specified Road Rec | 11.13 | 6.91 | 45,600 |
| Temporary Road Con | 2.77 | 1.72 | 18,883 |
| Haul Miles | | 160 | |

| | Br Disp/UM | Rd Mtc/UM | C(T)5.213# |
|---|---|---|---|
| DEPOSITS: | 7.31 | .44 | 6,396.00 |

| ADVERTISED RATES | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Average | Total |
|---|---|---|---|---|---|---|---|---|---|
| 21. Predicted Bid Rate | 11.79 | -.82 | -146.14 | | | | | -8.56 | -58,860.90 |
| 22. Competition Adjustment | 1.18 | -.08 | -14.61 | | | | | -.85 | -5,873.75 |
| 23. Property Value | | | | | | | | | |
| 24. Indicated Adv Rate | 10.61 | -.74 | -131.53 | | | | | -7.71 | -52,987.15 |
| 25. Base Rate | 3.00 | 3.00 | .25 | | | | | 2.76 | 18,996.75 |
| 26. Adjustment | -7.61 | 3.74 | 131.78 | | | | | 10.47 | 71,983.90 |
| 27. Advertised Rate | 3.00 | 3.00 | .25 | | | | | 2.76 | 18,996.75 |

| | | | | | |
|---|---|---|---|---|---|
| CCF to MBF Rate Factors: | 1.8823 | 2.0038 | 1.9966 | 1.9556 | |
| CCF to MBF Volume Factors: | .5313 | .4991 | .5008 | .5113 | |
| MBF to CCF Index Factors: | .52 | .52 | .52 | | |
| CCF Base Index for A(T)5a: | 199.52C | 173.78B | | | |
| CCF Wtd Avg Del Log Price: | 199.23 | 170.94 | | | |
| MBF Volume: | 1,376 | 1,843 | 296 | | 3,515 |
| MBF Base Index for A(T)5a: | 380.04 | 365.85 | | | |
| MBF Advertised Rate: | 5.65 | 6.01 | .50 | 5.41 | 18,998.83 |

DEPOSITS/MBF BD: 14.30 RM: .86

# TIMBER SALE PROSPECTUS

| | | | |
|---|---|---|---|
| **Sale Name :** | Walter Springs | **Type of Sale :** | Premeasured |
| **National Forest :** | Okanogan-Wenatchee | **Ranger District :** | Cle Elum |
| **Bidding Method :** | Oral Auction | **Bid Guarantee :** | $1,900.00 |

**Location of Bid Opening :** Okanogan-Wenatchee Headquarters

**Date :** 09/19/2013 **Time :** 10:00 AM

**1. INTRODUCTION**. This prospectus furnishes prospective bidders with information not contained in the published advertisement and is designed to enable bidders to decide whether or not to further investigate the sale. The prospectus is not a legally binding document, but is offered to provide general information about a sale. The contract does not include descriptions, estimates, and other data in this prospectus, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Bidders are urged to examine the timber sale and make their own estimates. Timber sale Contract 2400-6T will be used. Inspect the sale area and the sample contract before submitting a bid. Obtain the appraisal, other information on the timber, and conditions of sale and bidding at Forest Service offices listed above and in the named attached advertisement.

**2. BIDDING**. This is an Oral Auction sale. Bidders must submit initial bids on prepared forms they can obtain from Forest Service offices listed above and in the attached advertisement. The forms include instructions for bidding and submission of the required certifications. A bid guarantee must be included with the bid in the form of cash, a bid bond on form FS-6500-13 (4/82) or later, certification of annual bid bond allocation on form FS-6500-13a (4/82) or later, an irrevocable letter of credit, a certified check, bank draft, cashiers check, official bank check, or bank or postal money order payable to the Forest Service, USDA in the amount specified above and in the bid form. The bid guarantee shall be returned to each bidder whose bid is not accepted.

**Weighted Average Stumpage Rate Bidding:**

Prospective purchasers must submit bids in terms of the weighted average stumpage rate. The bid form states minimum acceptable rates and estimated quantities of timber together with the minimum acceptable weighted average rate. The advertised minimum acceptable weighted average rate is only for the biddable species, as listed on the bid form in the upper section of block 14. It does not include any non-biddable, fixed rate species listed in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The bidder should enter the offer on the bid form only in terms of weighted average stumpage. The Forest Service shall conduct auction bidding only in terms of weighted average stumpage. The Forest Service shall establish bid rates by species in the contract by multiplying each species' minimum acceptable bid rate by the bid increase percentage. Such rates will be rounded to the nearest cent. The bid increase percentage is the bidder's weighted average bid rate divided by the minimum acceptable weighted average rate. The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

**3. LOCATION AND DESCRIPTION OF TIMBER**. Refer to the sample contract and sale area map attached to the sample contract for legal location of sale area, location of payment units, location of cutting units, the acreage of sale area, and the cutting unit acreage.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE SALE AREA MAP OR SAMPLE CONTRACT.

Sale area lies in the Manastash drainage in sections 14, 22-26 and 36, T18N, R15E off of main FS roads 3111-000, 3111-115 and 3111-117. Timber is primarily grand fir and Douglas-fir with minor amounts of subalpine fir, western larch, lodgepole pine and ponderosa pine.

**4. TIMBER QUANTITIES AND RATES**. The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, bidders are urged to examine the timber sale area and make their own estimates.

**Road Construction Costs**. The advertised rate does not include the estimated cost of specified road construction. The estimated road construction cost has been included in the appraisal as a cost that the purchaser will incur. The purchaser will be responsible for the road construction cost and WILL NOT receive credit towards stumpage costs for this expense, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT and bidders should consider the cost of road construction when developing their bids.

THE MINIMUM ACCEPTABLE BID RATE IS STATED IN THE ATTACHED BID FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

## Estimated Quantities and Minimum Acceptable Rates per Unit of Measure

| | | | | | | | Required Deposits | |
|---|---|---|---|---|---|---|---|---|
| **Species** | **Product** | **Unit of Measure** | **Estimated Quantities** | **Average DBH** | **Minimum Acceptable Bid Rates** | **Base Rates** | **Slash Disposal** | **Road Maintenance** |
| Douglas-fir and Western Larch | Sawtimber | CCF | 2,590.00 | 11.2 | $3.00 | $3.00 | $7.31 | $0.44 |
| Grand Fir and Other Coniferous Species | Sawtimber | CCF | 3,693.00 | 10.9 | $3.00 | $3.00 | $7.31 | $0.44 |
| **Required Removal at Fixed Rates** | | | | | | | | |
| Biomass-All Species | Grn Bio Cv | CCF | 591.00 | 12.5 | $0.25 | $.25 | $7.31 | $0.44 |
| | **TOTAL** | CCF | 6,874.00 | | | | $50,248.94 | $3,024.56 |

The minimum acceptable weighted average bid rate is $3.00 per CCF for the biddable species. It does not include any non-biddable, fixed rate species listed on the bid form in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

This rate has been established by appraisal, with a cost allowance for the roads specified by the contract, if any. Required deposits for slash disposal and road maintenance are in addition to the advertised rates for timber. Purchasers are responsible for the cost of specified road construction. Specified road construction costs ARE NOT available to use as credit for the payment of stumpage, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT.

This sale contains contract provisions for stumpage rate escalation. Tentative bid rates for timber , except Biomass-All Species Grn Bio Cv apply, subject to quarterly adjustment during the contract period.

## Timber Subject to Agreement

| **Species** | **Product** | **Unit of Measure** | **Fixed Rates** | **Slash Disposal Deposits** | **Road Maintenance Deposits** |
|---|---|---|---|---|---|
| Miscellaneous | Grn Bio Cv | CCF | $0.25 | | $0.44 |

**This is a deficit sale**. The appraised stumpage rates have been increased by $71,983.90 to reach base rates.

**5. PERIOD OF CONTRACT**. The normal operating season covers the period between 06/01 and 10/31 and between 12/15 and 02/28. Contract termination date is 03/31/2017. Extensions of this contract may be granted only when the purchaser has met specified

conditions.

If an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this timber sale are the same as, or nearly the same as, conditions existing on other timber sale(s) in appeal or litigation, Contracting Officer may delay award or reject all bids. If delay in award is for 30 days or more during Normal Operating Season after bid opening, Contracting Officer shall, upon award, adjust the contract term to include additional calendar days in one or more Normal Operating Seasons equal to the time award is delayed during Normal Operating Season.

The purchaser must submit a Plan of Operations to the Contracting Officer for approval before operations begin or within 60 days of sale award, whichever is earlier. The plan must show how the purchaser plans to complete the contract by the termination date. In addition to the Plan of Operations, the purchaser must submit an annual Operating Schedule before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual Operating Schedule does not require concurrence of the Forest Service.

**6. PAYMENT**. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. The Purchaser may transfer purchaser credit into the contract, or provide an acceptable payment guarantee prior to cutting. Payment for required deposits must be a cash payment. The purchaser shall make advance deposits in accordance with provision B(T)4.212 - Advance Deposits.

The high bidder whose bid is accepted shall, at the time the contract is signed and returned by the bidder, make a downpayment pursuant to Title 36, Section 223.49, of the Code of Federal Regulations. The Contracting Officer will notify the high bidder of the amount necessary to make this payment. In no case shall the downpayment be less than 10 percent of the total advertised value plus 20 percent of the bid premium. After receipt of the downpayment and a satisfactory performance bond and upon execution of the timber sale contract, the Forest Service will return the bid guarantee. A cash bid guarantee may be applied to the downpayment at the request of the purchaser. The purchaser cannot apply the amount deposited as a downpayment to cover other obligations due on the sale until conditions stated in the contract for release of downpayment have been met. Refer to the sample contract for the specific conditions.

By 10/15/2016 , the purchaser shall have paid for, or in lieu thereof, deposited cash in the amount of 75 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next $100.

**7. PERFORMANCE BOND**. A performance bond is required. The penal sum of the bond will be 10 percent of the total bid value of the sale, rounded up to the nearest $100 when the total bid value is $10,000 or less; and rounded up to the nearest $1,000 when the total bid value exceeds $10,000 or $2,000.00 whichever is greater. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 6 months past the contract termination date.

**8. SPECIFIED ROADS**. The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the timber sale purchaser. Sufficient information to permit a prospective bidder to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this sale.

| Road Number | Road Name | Traffic Service | Approximate Miles/Kilometers | Estimated Road Construction Cost | Type of Work * |
|---|---|---|---|---|---|
| 3111117 | BREAKS | C | 3.53 / 5.68 | $16,075.26 | R |
| 3111115 | WALTER SPRINGS | C | 3.17 / 5.1 | $22,221.98 | R |
| 3111131 | Walter Springs FY13 | D | 0.21 / 0.34 | $906.62 | R |

* C = Construction
R = Reconstruction

The required specified road completion date for all roads is 03/31/2017. If provision C(T)5.13# - Road Completion Date has different dates for projects, this is the final road completion date.

Total estimated construction cost allowed in appraisal is $45,599.86

The estimated road construction cost includes the cost of road reconstruction engineering services, pursuant to Public Law 88-657, 78 Stat. 1089, 16 U.S.C. 532-537. Refer to provision C(T)5.213# - Deposit for Reconstruction Engineering Services in the sample contract for additional information.

Purchaser shall make a cash deposit in the amount $6,396.00 for engineering services completed by Forest Service in preparation of this contract. The Forest Service shall complete reconstruction related engineering services on the following schedule:

**9. ROAD MAINTENANCE**. Purchaser shall perform or pay for road maintenance work, commensurate with purchaser's use, on roads controlled by Forest Service, and used by purchaser in connection with this sale. Road maintenance requirements are based on the predicted haul route. Any change in the purchaser's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in Section 4 and in the sample contract. Maintenance specifications are in the sample contract.

**10. INAPPLICABLE STANDARD PROVISIONS**. See sample contract.

**11. SPECIAL PROVISIONS.** See sample contract.

**12. SET-ASIDE SALES**. Not Applicable.

**13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS**. The contract requires domestic processing of included timber except for species declared to be surplus, and prohibits the use of such included timber in substitution for unprocessed private timber exported. The bidder, by signing the bid for advertised timber, certifies compliance with the applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 U.S.C. 620, **et seq.**) with each bid.

**14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW**. If the total bid value plus required deposits for this contract exceeds $10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the high bidder to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

**15. AWARD**. The Contracting Officer is required to make a determination of bidder responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a purchaser to be responsible, a Contracting Officer must find that:

a. The purchaser has adequate financial resources to perform the contract or the ability to obtain them;

b. The purchaser is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;

c. The purchaser has a satisfactory performance record on timber sale contracts. A prospective purchaser that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the purchaser's control and were not created through improper actions by the purchaser or affiliate, or that the purchaser has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a responsible contractor. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;

d. The purchaser has a satisfactory record of integrity and business ethics;

e. The purchaser has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource

protection provisions of the contract;

f. The purchaser is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Bidders, by signing the bid form, certify that, to the best of bidder's knowledge the bidder will meet the requirements in 36 CFR 223.101, determination of purchaser responsibility, and, if awarded this contract, that bidder will complete the timber sale contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber.

**16. FALSE STATEMENTS ACT**. Bidders, by signing the bid form, certify that they are aware that bidder is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

**17. DAMAGES**. This contract shall be terminated for breach pursuant to paragraph 16, 19, and/or 21 of the bid form and the terms of the sample contract if: 1) bidder fails to execute a timber sale contract, furnish a downpayment, or furnish a satisfactory performance bond within 30 days of the award letter's date; or 2) bidder is found to have violated the False Statements Act in making any statement or certification on the bid form including not meeting purchaser responsibility requirements, and bidder has made a false statement. The bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed.

**18. SUSPENSION AND DEBARMENT CERTIFICATION**. Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017).

These rules require each timber sale purchaser, to submit a certification for itself, its principals, and its affiliates when bidding on sales. The bidder must designate its status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the bidding. Also, as a timber sale purchaser enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Purchaser must keep these subcontractor certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractor transactions are provided as an addendum to the bid form.

**19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS**. Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 505 106th Avenue NE, Suite 302, Bellevue, Washington 98004, (425) 450-5480.

**20. GENERAL**.

BIDDER REQUIREMENTS: The bid form contains bidder certification requirements which must be met or your bid will be declared non-responsive. Each bidder must enter their Tax Identification Number (or Social Security Number if bidder does not have a Tax ID) on the bid form in the block provided. All personal information is requested on a voluntary basis. However, if not provided, your bid will not be accepted and the sale will not be awarded to you.

EXCISE TAX: This sale is subject to the Washington State Excise Tax. For information, contact the WA State Dept. of Revenue, Olympia, WA, 800-548-8829.

CONTRACT TERMINATION: Included in the timber sale contract are standard provisions BT8.34 and BT8.35 which limit the United States liability in the event of a contract cancellation to protect endangered or sensitive species.

TIMBER SUBJECT TO AGREEMENT: There is an undetermined amount available within the Sale Area. Refer to special provision CT2.11#.

MATERIAL SOURCES: The Forest Service has appraised local material source. Forest Service has not obtained any commitment for price, quantity, or when, or if, such material would be available. Bidders must make their own determination of price, availability, quantity, and time material will be available.

EQUIPMENT CLEANING: Purchaser is required to clean all off-road equipment to be free of invasive species of concern prior to bringing the equipment onto the sale area. Refer to standard provision BT6.35, and to special provision CT6.315#.

OPERATIONS: This sale has seasonal operating restriction requirements. Winter operations are required in units 1, 5, 6, 7, 10, 11 and 12. Equipment can be operated when the ground is frozen to a 6 inch depth or with at least 20 inches of snow on the ground. Refer to special provision CT6.315#.

PERFORMANCE: Additional security will be required of bidders who are in default disputes.

TEMPORARY ROADS: There is approximately 1.72 miles of temporary roads to be opened or constructed to facilitate logging operations. Refer to standard provision BT5.1, CT5.1#(Option1).

YARDING: This sale has 117 acres of SKYLINE yarding with some settings needing MULTI-SPAN yarding. Full suspension across streamcourses shown on the Sale Area Map is required so logs fly free off the ground at least 25 feet on either side of the streamcourse. A carriage capable of maintaining a fixed position on the skyline is required. Skyline corridors shall be no closer than 150 feet. Maximum skyline corridor width is 12 feet. Refer to special provision CT6.42#.

YARDING: This sale has 380 acres of MECHANICAL HARVESTING. Maximum harvester road width is 15 feet. Refer to special provision CT6.42#.

Corporations submitting an offer under this solicitation must include form AD-3030-FS Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants.

Purchaser shall scarify and seed all landings and skidtrails, and obliterate with an excavator and seed all temporary roads. CT5.1#(Option 1), CT6.6#

USDA - Forest Service

**BID FOR ADVERTISED TIMBER**
(Reference FSM 2430, FSH 2409.18, Section 57.2)

| 1. Sale Number: 13302 | 2. Date and Time of Bid Opening: 09/19/2013 10:00 AM | 3. Opened By: | 4. In the Presence of: |
|---|---|---|---|

5. Sale Name: Walter Springs

6. National Forest: Okanogan-Wenatchee

7. Ranger District: Cle Elum

8. Type of Bid:
a. [ ] Sealed Bid
b. [ ] Confirmation of Oral Bid

| 9. To: (Title and address of Sale Officer receiving bids) | 10. Name of Newspaper: | 11. Date Published: |
|---|---|---|
| Okanogan-Wenatchee Headquarters<br>Forest Supervisor<br>215 Melody Lane<br>Wenatchee, WA 98801 | Wenatchee World | 08/20/2013 |
| | 12. City: | 13. State: |
| | Wenatchee | Washington |

INSTRUCTIONS TO SALE OFFICER: Verify that TIM has completed applicable blanks before sending to prospective Bidders. Attach copy of sale advertisement. Entries are required in blocks 1, 2, 5, 6, 7, 8a or b, 9, 10, 11, 12, 13, 14a, b, c, d, e, f, h, i, & j, 15a, 19, and 20 and instruction 13 in all sales. Strike out spaces for entries in one or more columns e, h, or i, if not applicable to the sale.

*************In Response to the Notice of Sale published in the newspaper specified above, and subject to the conditions attached hereto, the following bid is submitted and shall constitute a Firm Offer:************

## 14. Bid Information:

| Species (a) | Product (b) | Unit of Measure (c) | Estimated Quantity (d) | Base Rate (e) | Minimum Acceptable Bid Rate (f) | Weighted Average Bid (g) | Additional Deposits for Slash Disposal (h) | Base Indices (i) |
|---|---|---|---|---|---|---|---|---|
| | | | | **Rates Per Unit of Measure** | | | | |
| Douglas-fir and Western Larch | Sawtimber | CCF | 2,590.00 | $3.00 | $3.00 | */////////// | $7.31 | 199.52 |
| Grand Fir and Other Coniferous Species | Sawtimber | CCF | 3,693.00 | $3.00 | $3.00 | */////////// | $7.31 | 173.78 |

**Minimum Acceptable Weighted Average Rate, 14(j)** $ 3.00

**Bidder's Weighted Average Minimum Bid Rate, 14(g)** $

*** Weighted Average Bidding: Forest Service to determine proportionate rates for Species and Products.**

**Only the Fixed Rate Applies.** **Fixed Rate**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Biomass-All Species | Grn Bio Cv | CCF | 591.00 | $0.25 | $0.25 | $0.25 | $7.31 | N/A |

**15. BID GUARANTEE:**

a. The minimum guarantee which must accompany this bid is $1,900.00.

b. The form of guarantee accompanying this bid is a(n) _____in the amount of $ _____(See Instruction 6 for acceptable forms of payment.)

**16. BIDDER RESPONSIBILITY CERTIFICATION:** Subject to the penalties prescribed in 18 USC 1001, Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete:

a. That the Bidder has not employed or retained any company or person (other than a full-time bona fide employee working solely for the Bidder) to solicit or secure a contract for this timber or forest product.

b. That the Bidder has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of contract for this timber or forest product, and agrees to furnish information relating thereto as requested by the Contracting Officer.

c. That the Bidder meets the requirements in 36 CFR 223.101 regarding determination of purchaser responsibility.

d. That if awarded this contract that Bidder will complete the timber sale contract to its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber or forest product by the termination date.

**16a. BIDDER CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** Subject to the penalties prescribed in 18 USC 1001, Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from timber sales (covered transactions) by any Federal department or agency.

b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this block, in whole or in part, shall submit an explanation with their bid (See Instruction 16.).

**16b. BIDDER INFORMATION REQUIREMENTS:** Subject to the penalties prescribed in 18 USC 1001, Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following information is accurate.

a. That the Bidder [ ] has, [ ] has not participated in a previous contract subject to the provision of section 202 of Executive Order 11246 (Non-discrimination in Employment) of 9/24/65, as amended; and that the Bidder [ ] has, [ ] has not submitted required compliance reports under such previous contracts.

b. That the Bidder together with its affiliates employs the following number of persons and is classified as:
[ ] 1-25 [ ] 26-500 [ ] Over 500 **and** a: [ ] Manufacturer [ ] Nonmanufacturer of sawtimber

**17. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** Subject to the penalties prescribed in 18 USC 1001, Bidder certifies and represents, by signing this bid form, that the following representations are accurate and complete:

a. By submission of this bid each Bidder also certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this sale:

(1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, as to any matter relating to such prices with any other Bidder or with any potential competitor;
(2) The prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of bid, directly or indirectly to any other Bidder or to any potential competitor; and
(3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

b. Each person signing this bid or proposal certifies that:

(1) The Signer is the person in the Bidder's organization responsible within that organization for the decision as to the prices bid herein and that the Signer has not participated, and will not participate, in any action contrary to a(1) through a(3) above; or
(2) The Signer is not the person in the Bidder's organization responsible within that organization for the decision as to prices bid herein but that the Signer has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to a(1) through a(3) above, and as their agent does hereby so certify; and that the Signer has not participated, and will not participate, in any action contrary to a(1) through a(3) above.

c. A bid will not be considered for award where any portion of a or b above has been deleted or modified. Where these provisions have been deleted or modified, the bid will not be considered for award unless Bidder furnishes with the bid a sworn statement which sets forth in detail the circumstances of the disclosure and the Chief, Forest Service, or the Chief's designee, determines that such disclosure was not made for the purpose of restricting competition.

**18. ROAD CONSTRUCTION OPTION:**

Not applicable.

**19. CONTRACT, DOWNPAYMENT, AND BOND:** The Bidder whose bid is accepted will, within 30 days of the award letter's date, or any written extension thereof by the Forest Service, execute a timber sale contract which shall be provided by the Forest Service and be based on the sample contract referenced in the prospectus. Simultaneously, Bidder shall submit a downpayment and furnish a satisfactory performance bond, in accordance with the provisions of such timber sale contract, in the penal sum as prescribed in the prospectus for this sale, and otherwise complete the process described on this form and pages attached hereto. The rate of interest for a late downpayment is 3 percent. Bidder agrees that its failure to comply with this paragraph shall result in a termination of this contract for breach under provisions of instruction 9 of the Instructions to Bidders portion of this form.

**20. DOWNPAYMENT:** Pursuant to 36 CFR 223.49, the Bidder to whom award is made must make a downpayment at the time the contract is signed by the Bidder and returned to the Forest Service in the amount of:

[X ] Ten percent of the advertised value, plus 20 percent of the total bid premium.
[ ] ___ percent or the advertised value, plus ___ percent of the total bid premium, based on the Chief's determination that this amount is necessary to deter speculation.

NOTICE: The indicated downpayment amount shall be increased to 20 percent of the total advertised value and 40 percent of the total bid premium if the Contracting Officer determines that the Bidder meets the criteria for additional downpayment established by 36 CFR 223.49.

**21. FIRM OFFER:** Subject to the penalties prescribed in 18 USC 1001, the Bidder hereby agrees not to withdraw this bid after the bid opening. Signing this bid form binds the Bidder to accept award under the terms of the sample contract and this bid form if its bid is accepted within 90 days after bid opening. The period for acceptance may be extended by written notice from Bidder. If Bidder qualifies as a small business and elects road construction by the Forest Service, then the Bidder agrees that its offer shall remain open through the period stated in the prospectus although that period may exceed 90 days.

**22. TERMS OF BIDDER'S OFFER:** Bidder certifies and represents that the Bidder has read and understands each and every provision of this bid form (together with any attachments thereto) and the sample sale contract. The Bidder agrees that it assumes the responsibility to clarify any questions before signing this form. The Bidder agrees that the written provisions of this bid form (together with any attachments) and the sample sale contract constitute the entire agreement of the parties until a written contract is executed and neither the bid form (and any attachments) nor the sample contract can be orally modified. The Bidder expressly adopts the terms of this bid form and the sample contract as material parts of the Bidder's offer for the advertised timber or forest product.

**23. DISCLAIMER OF ESTIMATES AND BIDDER'S WARRANTY OF INSPECTION:** Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sample sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the offered timber or forest product. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid/offer is submitted solely on the basis of its examination and inspection of the quality and quantity of the timber or forest product offered for sale and is based solely on its opinion of the value thereof and its costs of recovery, without any reliance on Forest Service estimates of timber or forest product quality, quantity or costs of recovery. Bidder further acknowledges that the Forest Service: (i) expressly disclaims any warranty of fitness of timber or forest product for any purpose; (ii) offers this timber or forest product as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber or forest product sold except as may be expressly warranted in the sample contract.

The Bidder further holds the Forest Service harmless for any error, mistake, or negligence regarding estimates except as expressly warranted against in the sample contract.

**24. CERTIFICATION OF COMPLIANCE WITH EXPORT AND SUBSTITUTION RESTRICTIONS:** The Bidder certifies, by signing this bid form, that the Bidder is in compliance with applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*). In Alaska, exports of logs, cordwood or primary products derived from included timber may not be transported from Alaska without Regional Forester approval (See instruction 15).

**25. SMALL BUSINESS SET-ASIDE SALE:**
Not applicable.

**26. SPECIAL SALVAGE SALE TIMBER SALE PROGRAM SET-ASIDE SALE:**
Not applicable.

**27. CERTIFICATION OF NON-AFFILIATION:**
Not applicable.

**28. CERTIFICATION OF AFFILIATION:** The Bidder certifies that a complete listing of Bidder's affiliates who are primarily engaged in the logging of forest products is included with this bid: (Add additional pages if needed; See Instructions 10 and 14):

| Full Name of All Partners & Affiliates (Type or Print) | Tax Identification Number |
|---|---|
| | When requested by Contracting Officer in notice of tentative award, bidder agrees to furnish tax identification number of each partner and affiliate listed herein. |

**Before signing this bid, review the attached instructions to Bidders and fill in the applicable blanks in boxes 14g, 15b, 16b, 18, and 28.**

| Name of Bidder: (Type or Print) | By: (Signature in ink) | |
|---|---|---|
| Tax Identification No. : | Title: (Type or Print) | Date: |

Business Name Address and Phone Number: (Include Zip Code and Area Code) (Type or Print)

Public reporting burden for this collection is estimated to be 34 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Under the Paperwork Reduction Act of 1995, an agency shall not conduct or sponsor, and no persons are required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection of information is 0596-0066.

Deposits will be returned to unsuccessful Bidders by certified mail unless deposits are returned personally.

Receipt for Returned Deposits:

Check Number_____ in the amount of $_____dated _____ was returned to

_____

Signature: _____ Date:_____

## INSTRUCTIONS TO BIDDERS

**1. BIDDER'S QUALIFICATIONS:** Before a bid is considered for award, the Bidder may be required to submit a statement regarding the Bidder's previous experience in performing comparable work, business affiliates and technical organizations, financial resources, intended product processing facilities and its timber exporting history.

**2. PREPARATION OF SEALED BIDS:** Bids shall be manually signed, bid prices entered in the "Bidder's Weighted Average Bid Rate" column (Box 14g) for all material subject to bidding and all fill-in blanks completed. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change.

**3. SUBMISSION OF SEALED BIDS:** Sealed bids, with the accompanying bid guarantee, must be submitted to the Sale Officer, designated by the advertisement as the receiving officer, at or prior to the time established by the advertisement. Such bids must be enclosed in a sealed envelope addressed to the designated receiving officer. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and the date and time of opening bids as shown by the advertisement. Bids received after the time specified in the sale advertisement are late bids, Forest Service Handbook 2409.18, Chapter 60 will govern acceptance of such bids.

**4. PUBLIC OPENING OF SEALED BIDS:** Sealed bids will be publicly opened and posted at the time and place set for opening in the advertisement.

**5. ORAL AUCTION BIDDING:** If the advertisement provides for Sealed and Oral bids, each Bidder to participate in the oral auction must submit a sealed bid in accordance with these instructions. All parties who submit a satisfactory sealed bid will be permitted to continue bidding orally following opening and posting of the sealed bids. The Apparent High Bidder must confirm it's oral bid in writing immediately upon being declared the Apparent High Bidder.

**6. BID GUARANTEE:** A bid guarantee in the form of a bid bond on form FS-6500-13 (4/82 or later version), certification of annual bid bond allocation on form FS-6500-13a (4/82 or later version), an irrevocable letter of credit, the format of which has been pre-approved by the Forest Service Regional Forester, a certified check, official bank check, bank draft, cashier's check, bank or postal money order payable to the Forest Service, USDA, or cash, in an amount no less than that specified in item 15(a), must accompany each sealed bid. Failure to submit an acceptable bid guarantee with the sealed bid will require rejection of the bid as non-responsive unless there is no other acceptable bid, or unless the Forest Service, in its sole discretion, decides to briefly delay a sale advertised for sealed bids followed by oral bids in order to allow any Bidder to cure any deficiency in its bid guarantee prior to oral bidding. Bid bonds must be accompanied by a power of attorney indicating that the person signing the bond for the surety has the power to do so. The Bidder acknowledges that bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed if the bid is accepted and Bidder subsequently fails to furnish a cash downpayment or return the executed contract and performance bond as required (See instruction 9.); and that the bid guarantee may be retained, in whole or in part, if the bid is accepted and Bidder has failed to abide by the terms of the bid or sample contract violating the False Statements Act including not meeting the requirements in 36 CFR 223.101, determination of purchaser responsibility, and Bidder has made a false statement (block 16). Otherwise, the bid guarantee shall be returned to each Bidder whose bid is not accepted.

**7. AWARD OF CONTRACT:** Award of the contract will be made to that responsible Bidder whose bid, conforming to the invitation for bids, is most advantageous to the United States on the basis of total value. The Government may, when in its interest, reject any or all bids or waive any informality in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party. If timber is advertised as set-aside for competitive bidding by small businesses, award will be made to the highest Bidder qualified as a small business and who has not been determined by the SBA to be ineligible for preferential award of set-aside sales. If there are no qualified small business Bidders, Forest Service will advertise this sale without restrictions on bidder size. All small businesses qualified, as a small business by the SBA, shall be required to follow the small business set-aside provisions of the sample contract.

If an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this timber sale are the same as, or nearly the same as, conditions existing on other timber sale(s) in appeal or litigation, Contracting Officer may delay award or reject all bids. If delay in award is for 10

days or more during Normal Operating Season after bid opening, Contracting Officer shall, upon award, adjust the contract term to include additional calendar days in one or more Normal Operating Seasons equal to the actual time lost.

**8. DOWN PAYMENT:** The Bidder to whom award is made must make a downpayment at the time the Bidder signs the contract and returns the contract to the Forest Service. The amount of the downpayment will be calculated as shown in block 20 of this bid for advertised timber. Only cash may be used to meet this requirement. Cash deposited must be in the form of bank draft, certified, official bank, or cashier's check, bank or postal money order, or company check. After receipt of downpayment and executed contract with required performance bond, the bid guarantee will be returned to the successful Bidder.

Bidder's failure to make the downpayment in conformance with the terms, conditions, and requirements contained in Contracting Officer's letter of award shall constitute repudiation of bid pursuant to instruction 9. Bidder shall have 3 days from the required date of execution to make the downpayment at the location designated by Forest Service. Bidder shall pay interest on the unpaid downpayment for the period within the 3 days in which the downpayment is late. The rate of interest is stated in block 19 of this bid for advertised timber. In the event Bidder fails to make payment within the 3 days, Bidder's bid guarantee shall be retained by Forest Service and applied toward damages. If the amount of the bid guarantee exceeds the amount of damages, the balance will be refunded to Bidder.

**9. DAMAGES:** Bidder acknowledges that this contract shall be terminated for breach pursuant to blocks 16, 16a, 16b, 19, 21, 24, 25, 26, 27, and/or 28 of this bid form if: (a) the Bidder fails to execute a timber sale contract, furnish a downpayment within 3 days of the required date of execution, or furnish a satisfactory performance bond, within the number of days listed in block 19, or any written extension thereof by Forest Service; or (b) the Bidder is found to have violated the False Statements Act in making any statement or certification on this bid form, including not meeting purchaser responsibility requirements. The Bidder acknowledges that the Bidder shall not be entitled to cure this breach and that it will pay damages pursuant to the following terms:

Damages due the United States shall be determined in the following manner: (a) The costs, as described in this instruction, incurred by Forest Service in contacting the other qualified bidders regarding accepting the award of the contract at the high Bidder's repudiated rate or (b) If another qualified bidder does not accept award of the contract at the high Bidder's repudiated rate:

(i) If the repudiated contract is reoffered within 6 months of the date of repudiation, damages shall be the difference between the total resale bid value and the total value of Bidder's repudiated bid, plus costs described in this instruction or
(ii) If there are no responsive bids on the reoffered contract, damages shall be the difference between the reoffered appraised value and the total value of Bidder's repudiated bid, plus costs described in this instruction or
(iii) If the repudiated contract will not be reoffered or the reoffer is not made within 6 months of Bidder's repudiation, damages shall be the difference between the appraised value of this contract as of the date of Bidder's repudiation and the total value of Bidder's repudiated bid, plus the costs described in this instruction.

The costs to be included in damages are the costs the Government incurs in making the reoffer, including, but not limited to, salary costs, document preparation and duplication costs, mailing costs, and timber sale advertisement costs.

Damages will also include interest measured by interest at the Current Value of Funds Rate established by the Secretary of the Treasury, on the difference between Bidder's retained bid guarantee and the downpayment amount and other deposits required at award. Interest will be calculated from the date of Bidder's repudiation to the date of award of the reoffered contract or to the date a determination is made not to reoffer the repudiated contract or for 6 months, whichever comes first.

Bidder and Forest Service agree that Bidder's bid guarantee shall be retained by Forest Service and applied toward damages due the United States for Bidder's failure to execute this contract.

**10. PRIVACY ACT:** All personal information is requested on a voluntary basis; however, if you do not provide this personal information, your bid will not be accepted and the contract will not be awarded to you. Solicitation of this information is necessary for the government to conduct its sale program and thus is authorized under the National Forest Management Act of 1976, (16 USC 472a). The principal purpose for collecting this information is to allow for proper award of a timber sale contract and to provide for administration of that contract after award. Other routine uses of this data include: (1) compilation of Small Business data to determine needs for set-aside sales, (2) determination of volume purchased in any specific time period by a single purchaser, and (3) determination of volume under contract by a

purchaser.

**11. ROAD COMPLETION DATE**: The Bidder hereby acknowledges that the Bidder is aware of the road completion date in the sample contract. The Bidder also acknowledges that if the Bidder elects to have Forest Service construct specified roads, the Bidder is aware: (a) that the Forest Service expects to contract for road construction, (b) that the timber sale contract will not be awarded unless a satisfactory road construction bid is received and a road construction contract is awarded or, if the Forest Service fails to receive such a bid within a maximum period stated in the advertisement, the Bidder agrees to perform road construction, (c) that the Forest Service may extend the maximum award delay time by the amount of time needed to confirm either sale or road Bidder's size status or by any time in excess of 40 days from timber sale bid opening needed to begin solicitation of construction bids, and (d) that if the Forest Service extends the maximum award delay period because solicitation of the road contract is delayed, the Bidder may withdraw its bid without penalty.

**12. ELECTION OF ROAD OPTION AND CERTIFICATE OF SMALL BUSINESS STATUS:** Not applicable.

**13. ELECTION OF ROAD OPTION:** Not applicable.

**14. DEFINITIONS:**
*Affiliates:* Business concerns or individuals are affiliates of each other if, directly or indirectly, (a) either one controls or has the power to control the other; or (b) a third party controls or has the power to control both.
*Bidder:* A Bidder is any individual, organization, or other legal entity that submits a bid for, or may be expected to submit a bid for, a National Forest timber sale.
*Covered Transactions:* A primary or lower tier covered transaction. A primary covered transaction is any nonprocurement transaction between an agency and a person. A lower tier covered transaction is any transaction between a participant and a person other than a procurement contract unless the procurement contract is greater than $25,000.
*Participant:* Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction. This term also indicates any person who acts on behalf of or is authorized to commit a participant in a covered transaction as an agent or representative of another participant.
*Sale Officer:* An individual delegated responsibility for any specific aspect or task in the bidding or awarding process for timber sales.
*Small Business:* In sales of National Forest timber a Small Business is a concern that: (1) is primarily engaged in the logging and forest products industry; (2) is independently owned and operated; (3) is not dominant in its field of operation; and (4) together with its affiliates does not employ more than 500 persons.

**15. CERTIFICATION OF COMPLIANCE WITH EXPORT RESTRICTIONS:** Certain restrictions on the purchase and export of unprocessed logs cut from National Forest timber apply in various parts of the country. Pursuant to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*), the Bidder acknowledges that the Bidder is aware of the applicable export restrictions. The Bidder is aware that these restrictions affect the disposition of the included timber and is aware that the restrictions may reduce the potential value of the timber.

**16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS-TIMBER SALE TRANSACTIONS:** The inability of a person to provide the certifications in block 16 will not necessarily result in denial of participation in this timber sale (covered transaction). The Bidder shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Forest Service's determination whether to enter into this timber sale. However, failure of the Bidder to furnish a certification or an explanation shall disqualify such person from participation in this timber sale.

The certification is a material representation of fact upon which reliance was placed when the Forest Service determined to enter into this timber sale. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other reme-dies available to the Federal Government, the Forest Service may terminate this timber sale for cause or default.

The Bidder shall provide immediate written notice to the Forest Service officer, to whom this bid is submitted, if at any time the Bid-der learns that its certification was erroneous when submitted or has become erroneous by reason of

changed circumstances.

The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Defini-tions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Forest Service for assistance in obtaining a copy of those regulations.

The Bidder agrees by submitting this bid that, should the proposed timber sale transaction be entered into, it shall not knowingly en-ter into any subcontractor transaction (lower tier covered transaction) with a person who is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this timber sale, unless authorized by the Forest Service's non-procurement Debarring and Suspending Official.

The Bidder further agrees by submitting this bid that it will provide the addendum titled 'Subcontractor Certification Regarding De-barment, Suspension, Ineligibility, and Voluntary Exclusion,' without modification, to all subcontractors and in all solicitations for sub-contractors.

**17. SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Pursuant to 7 CFR 3017.510 each timber sale purchaser shall require subcontractors to include a certification for it and its principals in any proposal submitted in connection with this timber sale. Purchasers shall keep the certifications on file until the termination date of the contract.

A participant in a timber sale 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 the timber sale, unless it knows that the certification is erroneous. A timber sale purchaser may decide the method and frequency by which it determines the eligibility of its principals. Each timber sale purchaser may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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 provision. The knowledge and information of a timber sale purchaser is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a timber sale purchaser knowingly enters into a subcontractor transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this timber sale, in addition to other remedies available to the Federal Government, the Forest Service may terminate this timber sale for cause or default and/or pursue suspension and/or debarment. The instructions and certification follow:

**INSTRUCTIONS FOR:**
**Subcontractor Certification**
**Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

1. By signing and submitting this proposal, the prospective subcontractor (lower tier participant) is providing the certification set out below:

2. The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Forest Service, with which this transaction originated, may pursue available remedies, including suspension and/or debarment.

3. The prospective subcontractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Forest Service for assistance in obtaining a copy of those regulations.

5. The subcontractor agrees by submitting this certification that, should the proposed subcontract be entered into, it shall not knowingly enter into any other subcontract with a person who is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this timber sale, unless authorized by the Forest Service.

6. The subcontractor further agrees by submitting this certification that it will include this certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion," without modification, and instructions in all subcontracts and in all solicitations for its subcontracts.

**Subcontractor Certification**
**Regarding Debarment, Suspension, Ineligiblity, and Voluntary Exclusion**

Sale Name: Walter Springs

National Forest: Okanogan-Wenatchee

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

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

Name of Subcontractor: _____

Business Address: _____
_____
_____

_____ _____
Date Signature

This form is available electronically.

Form Approved – OMB No. 0505-0025
Expiration Date: 02/29/2016

**AD-3030-FS**

**U.S. DEPARTMENT OF AGRICULTURE**

# REPRESENTATIONS REGARDING FELONY CONVICTION AND TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

**Note:** You only need to complete this form if you are a corporation. A corporation is any entity that has filed articles of incorporation in one of the 50 States, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, or the U.S. Virgin Islands. Corporations include both for profit and non-profit entities.

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552(a), as amended). The authority for requesting the following information is sections 433 and 434 of the Consolidated Appropriations Act, 2012, P.L. 112-74, and subsequent similar provisions. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation, and/or unpaid Federal tax liability status.*

*According to the Paperwork Reduction Act of 1985 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0025. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

| 1. APPLICANT'S NAME | 2. APPLICANT'S ADDRESS *(Including Zip Code)* | 3. TAX ID NO. *(Last 4 digits)* |
|---|---|---|
| | | |

4A. Has the Applicant been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of application? ☐ YES ☐ NO

4B. Has any officer or agent of Applicant been convicted of a felony criminal violation for actions taken on behalf of Applicant under Federal law in the 24 months preceding the date of application? ☐ YES ☐ NO

4C. Does the Applicant have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability? ☐ YES ☐ NO

Providing the requested information is voluntary. However, failure to furnish the requested information will make the applicant ineligible to enter into a contract, memorandum of understanding, grant, loan, loan guarantee, or cooperative agreement with USDA.

**PART B – SIGNATURE**

| 5A. APPLICANT'S SIGNATURE (BY) | 5B. TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY | 5C. DATE SIGNED *(MM-DD-YYYY)* |
|---|---|---|
| | | |

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*

This form is available electronically.

**AD-3031-FS**

Form Approved – OMB No. 0505-0025
Expiration Date: 02/29/2016

**U.S. Department of Agriculture**

# ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

**NOTE:** *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 55a – as amended). The authority for requesting the following information for Forest Service is in sections 433 and 434 of the Consolidated Appropriations Act 2012, P.L. No. 112-74, and subsequent similar provisions. The information will be used to document compliance with appropriations restrictions.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.*

This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012, P.L. No. 112-74, Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the recipient acknowledges that it: (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the recipient corporation, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the awarding agency will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

_____
APPLICANT'S SIGNATURE (BY)

_____
TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

_____
BUSINESS NAME

_____
DATE SIGNED (MM-DD-YYYY)

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*

| U.S. DEPARTMENT OF AGRICULTURE<br>FOREST SERVICE<br><br>**TIMBER SALE CONTRACT**<br>(Applicable to Sales to be Measured before Felling) | | **Name of Purchaser** | |
|---|---|---|---|
| **National Forest**<br>Okanogan-Wenatchee | **Ranger District**<br>Cle Elum | **Region**<br>Pacific N-West | **Contract Number** |
| **Sale Name**<br>Walter Springs | | **Award Date** | **Termination Date**<br>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 Purchaser.

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

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

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

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

**UNITED STATES OF AMERICA**

Two Witnesses:[1/]

By: _____
Contracting Officer

_____
(Name)

_____
(Title)

By: _____
(Purchaser) [2/]

_____
(Address)

_____

_____
(Name)

_____
(Title)

_____
(Address)

_____
(Business Address)

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

_____ **CORPORATE SEAL** [4/]

## INSTRUCTIONS:

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

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

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

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

**EXAMPLE 1/**

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

Timber Sale Name: _____
National Forest: _____

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

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

Name of Subcontractor: _____
Business Address: _____
_____

_____ _____
Date Signature

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

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

**AT1 - Location and Area,** applicable to BT1.1

This Sale Area of 1491 acres more or less is located in:

Sections 14, 22, 23, 24, 25, 26 and 36, T18N, R15E, WM, surveyed, Kittitas County, Washington

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

| Species | Product | Estimated Quantity * | Unit of Measure | Minimum Specifications | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | Merchantable Tree | | Piece Required to be Removed | | |
| | | | | Diameter Breast High (d.b.h.) (inches) | Number of Minimum Pieces per Tree | Length (feet) | Diameter Inside Bark at Small End (inches) | Net Scale in % of Gross Scale |
| Douglas-fir and Western Larch | Sawtimber | 2,590.00 | CCF | 7.0 | 1 | 8 | 5.0 | 40 |
| Grand Fir and Other Coniferous Species | Sawtimber | 3,693.00 | CCF | 7.0 | 1 | 8 | 5.0 | 40 |
| Biomass-All Species | Grn Bio Cv | 591.00 | CCF | 7.0 | 1 | 16 | 5.0 | N/A |
| **Timber Subject to Agreement under CT2.11#** | | | | | | | | |
| Miscellaneous | Grn Bio Cv | unestimated | CCF | 5.0 | 1 | 8 | 2.0 | N/A |
| **Total Quantity** | | 6,874.00 | CCF | | | | | |

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

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

| | Number | Acres |
|---|---|---|
| Clearcutting Units (BT2.31) | | |
| Specified Road Clearing (BT2.32) | | |
| Overstory Removal Units (BT2.33) | | |
| Understory Removal Units (BT2.34) | | |
| Individual Trees (BT2.35) | | 497 |
| Incompletely Measured Payment Units (BT2.36) | | |

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

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

| Species | Product | Unit of Measure | Rates per Unit of Measure | | | | | Base Index |
|---|---|---|---|---|---|---|---|---|
| | | | Base $ | Advertised $ | Bid Premium $ | Bid (Tentative) $ | Required Deposits Slash Disposal $ | |
| Douglas-fir and Western Larch | Sawtimber | CCF | 3.00 | 3.00 | | | 7.31 | 199.52 |
| Grand Fir and Other Coniferous Species | Sawtimber | CCF | 3.00 | 3.00 | | | 7.31 | 173.78 |

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

| Species | Product | Unit of Measure | Rates per Unit of Measure | | | | |
|---|---|---|---|---|---|---|---|
| | | | Base $ | Advertised $ | Bid Premium $ | Bid (Flat) $ | Required Deposits Slash Disposal $ |
| Biomass-All Species | Grn Bio Cv | CCF | .25 | .25 | | | 7.31 |
| **Timber Subject to Agreement under CT2.11#** | | | | | | | |
| Miscellaneous | Grn Bio Cv | CCF | .25 | .25 | | | |

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

## AT4c - Schedule of Payment Units

| Pay-ment Unit No. | App rox. Acres | Quantity of Species and Products to be Escalated under AT4a | | | Total Tentative Payment $ | Quantity of Species and Products to be Paid for at Flat Rates under AT4b | | | Total Flat Rate Payment $ | Total Required Deposits for Slash Disposal $ |
|---|---|---|---|---|---|---|---|---|---|---|
| 01 | 19 | Douglas-fir and Western Larch | *Sawtimber* | 126.00 CCF | | | | | | 3,362.60 |
| | | Grand Fir and Other Coniferous Species | *Sawtimber* | 291.00 CCF | | | | | | |
| | | | | | | Biomass-All Species | Grn Bio Cv | 43.00 CCF | | |
| | | **Total PU Quantity And Value** | | 417.00 CCF | | **Total PU Quantity And Value** | | 43.00 CCF | | |
| 02 | 11 | Douglas-fir and Western Larch | *Sawtimber* | 229.00 CCF | | | | | | 2,580.43 |
| | | Grand Fir and Other Coniferous Species | *Sawtimber* | 94.00 CCF | | | | | | |
| | | | | | | Biomass-All Species | Grn Bio Cv | 30.00 CCF | | |
| | | **Total PU Quantity And Value** | | 323.00 CCF | | **Total PU Quantity And Value** | | 30.00 CCF | | |
| 03 | 30 | Douglas-fir and Western Larch | *Sawtimber* | 442.00 CCF | | | | | | 4,100.91 |
| | | Grand Fir and Other Coniferous Species | *Sawtimber* | 101.00 CCF | | | | | | |
| | | | | | | Biomass-All Species | Grn Bio Cv | 18.00 CCF | | |
| | | **Total PU Quantity And Value** | | 543.00 CCF | | **Total PU Quantity And Value** | | 18.00 CCF | | |
| 04 | 4 | Douglas-fir and Western Larch | *Sawtimber* | 56.00 CCF | | | | | | 533.63 |
| | | Grand Fir and Other Coniferous Species | *Sawtimber* | 14.00 CCF | | | | | | |
| | | | | | | Biomass-All Species | Grn Bio Cv | 3.00 CCF | | |
| | | **Total PU Quantity And Value** | | 70.00 CCF | | **Total PU Quantity And Value** | | 3.00 CCF | | |
| 05 | 17 | Douglas-fir and Western Larch | *Sawtimber* | 110.00 CCF | | | | | | 2,441.54 |
| | | Grand Fir and Other Coniferous Species | *Sawtimber* | 172.00 CCF | | | | | | |
| | | | | | | Biomass-All Species | Grn Bio Cv | 52.00 CCF | | |
| | | **Total PU Quantity And Value** | | 282.00 CCF | | **Total PU Quantity And Value** | | 52.00 CCF | | |
| 06 | 8 | Douglas-fir and Western Larch | *Sawtimber* | 7.00 CCF | | | | | | 687.14 |
| | | Grand Fir and Other Coniferous Species | *Sawtimber* | 83.00 CCF | | | | | | |
| | | | | | | Biomass-All Species | Grn Bio Cv | 4.00 CCF | | |
| | | **Total PU Quantity And Value** | | 90.00 CCF | | **Total PU Quantity And Value** | | 4.00 CCF | | |
| 07 | 47 | Douglas-fir and Western Larch | *Sawtimber* | 241.00 CCF | | | | | | 2,397.68 |
| | | Grand Fir and Other Coniferous Species | *Sawtimber* | 82.00 CCF | | | | | | |
| | | | | | | Biomass-All Species | Grn Bio Cv | 5.00 CCF | | |
| | | **Total PU Quantity And Value** | | 323.00 CCF | | **Total PU Quantity And Value** | | 5.00 CCF | | |
| 08 | 23 | Douglas-fir and Western Larch | *Sawtimber* | 69.00 CCF | | | | | | 1,637.44 |
| | | Grand Fir and Other Coniferous Species | *Sawtimber* | 132.00 CCF | | | | | | |
| | | | | | | Biomass-All Species | Grn Bio Cv | 23.00 CCF | | |
| | | **Total PU Quantity And Value** | | 201.00 CCF | | **Total PU Quantity And Value** | | 23.00 CCF | | |

**Sale Name:** Walter Springs **Contract No:**

| Payment Unit No. | Approx. Acres | Quantity of Species and Products to be Escalated under AT4a | Total Tentative Payment $ | Quantity of Species and Products to be Paid for at Flat Rates under AT4b | Total Flat Rate Payment $ | Total Required Deposits for Slash Disposal $ |
|---|---|---|---|---|---|---|
| 09 | 7 | Douglas-fir and Western Larch *Sawtimber* 23.00 CCF<br>Grand Fir and Other Coniferous Species *Sawtimber* 60.00 CCF | | Biomass-All Species Grn Bio Cv 5.00 CCF | | 643.28 |
| | | **Total PU Quantity And Value** 83.00 CCF | | **Total PU Quantity And Value** 5.00 CCF | | |
| 10 | 65 | Douglas-fir and Western Larch *Sawtimber* 354.00 CCF<br>Grand Fir and Other Coniferous Species *Sawtimber* 591.00 CCF | | Biomass-All Species Grn Bio Cv 83.00 CCF | | 7,514.68 |
| | | **Total PU Quantity And Value** 945.00 CCF | | **Total PU Quantity And Value** 83.00 CCF | | |
| 11 | 37 | Douglas-fir and Western Larch *Sawtimber* 191.00 CCF<br>Grand Fir and Other Coniferous Species *Sawtimber* 277.00 CCF | | Biomass-All Species Grn Bio Cv 58.00 CCF | | 3,845.06 |
| | | **Total PU Quantity And Value** 468.00 CCF | | **Total PU Quantity And Value** 58.00 CCF | | |
| 12 | 98 | Douglas-fir and Western Larch *Sawtimber* 336.00 CCF<br>Grand Fir and Other Coniferous Species *Sawtimber* 1,002.00 CCF | | Biomass-All Species Grn Bio Cv 214.00 CCF | | 11,345.12 |
| | | **Total PU Quantity And Value** 1,338.00 CCF | | **Total PU Quantity And Value** 214.00 CCF | | |
| 13 | 49 | Douglas-fir and Western Larch *Sawtimber* 294.00 CCF<br>Grand Fir and Other Coniferous Species *Sawtimber* 48.00 CCF | | Biomass-All Species Grn Bio Cv 19.00 CCF | | 2,638.91 |
| | | **Total PU Quantity And Value** 342.00 CCF | | **Total PU Quantity And Value** 19.00 CCF | | |
| 14 | 28 | Douglas-fir and Western Larch *Sawtimber* 31.00 CCF<br>Grand Fir and Other Coniferous Species *Sawtimber* 287.00 CCF | | Biomass-All Species Grn Bio Cv 17.00 CCF | | 2,448.85 |
| | | **Total PU Quantity And Value** 318.00 CCF | | **Total PU Quantity And Value** 17.00 CCF | | |
| B1 | 21 | Douglas-fir and Western Larch *Sawtimber* 57.00 CCF<br>Grand Fir and Other Coniferous Species *Sawtimber* 93.00 CCF | | Biomass-All Species Grn Bio Cv 3.00 CCF | | 1,118.43 |
| | | **Total PU Quantity And Value** 150.00 CCF | | **Total PU Quantity And Value** 3.00 CCF | | |
| B2 | 22 | Douglas-fir and Western Larch *Sawtimber* 6.00 CCF<br>Grand Fir and Other Coniferous Species *Sawtimber* 251.00 CCF | | Biomass-All Species Grn Bio Cv 6.00 CCF | | 1,922.53 |
| | | **Total PU Quantity And Value** 257.00 CCF | | **Total PU Quantity And Value** 6.00 CCF | | |

**Sale Name:** Walter Springs **Contract No:**

| Pay-ment Unit No. | App rox. Acres | Quantity of Species and Products to be Escalated under AT4a | | | | Total Tentative Payment $ | Quantity of Species and Products to be Paid for at Flat Rates under AT4b | | | | Total Flat Rate Payment $ | Total Required Deposits for Slash Disposal $ |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| B3 | 11 | Douglas-fir and Western Larch | *Sawtimber* | 18.00 | CCF | | | | | | | 1,030.71 |
| | | Grand Fir and Other Coniferous Species | *Sawtimber* | 115.00 | CCF | | | | | | | |
| | | | | | | | Biomass-All Species | Grn Bio Cv | 8.00 | CCF | | |
| | | **Total PU Quantity And Value** | | 133.00 | CCF | | **Total PU Quantity And Value** | | 8.00 | CCF | | |

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

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

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

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

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

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

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

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

| Species | Index Name and Date |
|---|---|
| Douglas-fir and Western Larch | WWPA, Inland Douglas Fir-Larch (07-08 Basis), (WWPAC) |
| Grand Fir and Other Coniferous Species | WWPA, Inland White Fir (Hem-Fir) (07-08 Basis), (WWPAB) |

## AT6 - High Stumps, applicable to BT6.412

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

* 12 inches or 1/3 the cut stump diameter, whichever is greater

## AT7 - Specified Roads, applicable to BT5.2

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

| Project | | Design Class | Approx. Length (mi./km.) | Sheet Numbers and Approval Date | Performance Responsibility | | |
|---|---|---|---|---|---|---|---|
| Road No. | Name | | | | Survey | Design | Construction Staking 1/ |
| 3111117 | BREAKS (R) (segment 0 to 3.53) | Single Lane - 15 mph | 3.53 / 5.68 | 10 08/01/2013 | FS | FS | FS BC |
| 3111115 | WALTER SPRINGS (R) (segment 0 to 3.17) | Single Lane - 15 mph | 3.17 / 5.1 | 10 08/01/2013 | FS | FS | FS BC |
| 3111131 | Walter Springs FY13 (R) (segment 0 to .21) | Single Lane - 10 mph | .21 / .34 | 10 08/01/2013 | FS | FS | FS BC |

1/ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to BT5.212.

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

| Road No. | Road Name | Type of Work | Completion Date |
|---|---|---|---|
| | **NOT APPLICABLE** | | |

## AT9 - Fire Precautionary Period, applicable to BT7.2

April 01 to October 31 , inclusive

## AT10 - Purchaser Responsibility to Furnish Crews and Equipment for:

**Initial Fire Supression,** applicable to BT7.3

Within 5 road miles

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

Within 100 road miles

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

**Maximum Amount: $** $300,000

## AT12 - Termination Date, applicable to BT8.2

March 31, 2017

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

**First Period:** June 01 to October 31 , inclusive

**Second Period:** December 15 to February 28 , inclusive

## AT14 - Performance Bond, applicable to BT9.1

**Performance Bond Amount:** _____

## AT15 - Downpayment, applicable to BT4.211

**Downpayment Amount:** _____

## AT16 - Periodic Payment Amount, applicable to BT4.213

| | Periodic Payment Determination Date | Amount |
|---|---|---|
| **Initial Payment:** | October 15, 2016 | _____ |
| **Additional Payment:** | _____ | _____ |

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

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

## AT18 - Inapplicable Standard Provisions

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

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

## AT19 - List of Special Provisions

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

| | |
|---|---|
| CT2.11# | TIMBER SUBJECT TO AGREEMENT (06/1972) |
| CT2.3# | RESERVE TREES (04/2004) |
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**UNITED STATES DEPARTMENT OF AGRICULTURE**
**Forest Service**

# TIMBER SALE CONTRACT
## DIVISION BT

June 2006
(Date of Issue)

## STANDARD PROVISIONS FOR TIMBER SALES TO BE MEASURED BEFORE FELLING

This Division is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part BT1.0, Section BT1.1, Subsection BT1.11, and Item BT1.111. References to a Part include all Sections, Subsections, and Items within that Part; references to a Section include all Subsections and Items within that Section; and references to a Subsection include all Items within that Subsection. Cross-references within this contract cite the reference number of the applicable Division, Part, Section, Subsection, and Item. Descriptive headings used are not to be considered in determining the rights and obligations of the parties.

The Standard Provisions in this Division are subject to Specific Conditions of the contract stated in Division AT. Wherever appropriate, Specific Conditions established in Division AT are cited by reference number. The listing of Sections, Subsections, or Items of this Division in AT18 has the effect of striking or deleting them from Division BT. AT19 lists Special Provisions that comprise Division CT. Where appropriate, references to Special Provisions are made by citing the applicable reference numbers.

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## BT1.0—SALE AREA

**BT1.1 Sale Area Map.** The boundaries of "Sale Area" and any Payment Unit thereof, are as shown on the attached "Sale Area Map" that is made a part hereof, and were, before timber sale advertisement, designated on the ground by Forest Service to meet the anticipated needs of the parties. The location of Sale Area and its approximate acreage are stated in AT1. Payment Units may be revised and additional ones may be established only by written agreement. Upon Purchaser's request, Forest Service shall subdivide Payment Units to reduce them to a size that can be logged within 60 days at Purchaser's normal rate of logging. However, the rate of logging used in such adjustment of Payment Unit size shall not be less than a rate necessary for removal of all Included Timber during Normal Operating Seasons prior to Termination Date. Payment Units or cutting units may be eliminated from Sale Area under conditions described in BT6.36. Catastrophically Damaged areas may be removed from Sale Area under BT8.32.

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

(a) Identified claims limiting Purchaser's rights under BT1.2;

(b) Payment Units where timber is to be Measured or Marked after date of timber sale advertisement and approximate location of sample Marked timber under BT2.36 and BT2.4;

(c) Boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units under BT2.3;

(d) Diameter limits for Overstory Removal Units and Understory Removal Units under BT2.33 and BT2.34;

(e) Areas where leave trees are Marked to be left uncut under BT2.35;

(f) Specified Roads listed in AT7;

(g) Sources of base course, surface rock, and rock riprap listed in the Schedule of Items under CT5.221;

(h) Roads where log hauling or use is prohibited or restricted under BT5.12;

(i) Roads and trails to be kept open under BT6.22;

(j) Improvements to be protected under BT6.22;

(k) Locations of known wildlife or plant habitat and cave resources to be protected under BT6.24;

(l) Locations of areas known to be infested with specific invasive species of concern under BT6.35;

(m) Maximum stump heights when more than one height is listed by areas in AT6 under BT6.412;

(n) Skidding or yarding methods specified under BT6.42;

(o) Streamcourses to be protected under BT6.5;

(p) Locations of meadows requiring protection under BT6.61;

(q) Locations of wetlands requiring protection under BT6.62;

(r) Locations of temporary roads to be kept open under BT6.631; and

(s) Other features required by Division BT or CT.

**BT1.2 Claims.** Valid claims are excluded from Sale 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 Purchaser's rights to operate under this contract and that Forest Service has been able to identify are shown on Sale Area Map. Purchaser 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.

## BT2.0—TIMBER SPECIFICATIONS

**BT2.1 Included Timber.** "Included Timber" consists of:

**BT2.11 Standard Timber.** Live and dead trees and portions thereof that meet Utilization Standards under BT2.2 and are designated for cutting under BT2.3.

**BT2.12 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.

**BT2.13 Damaged Timber.**

**BT2.131 Damaged by Purchaser.** Undesignated live trees meeting Utilization Standards:

(a) Within 200 feet slope distance from centerline of roads constructed hereunder that are damaged by Purchaser'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 Purchaser in logging and are subsequently Marked before Purchaser has completed skidding or yarding operations in the immediate area.

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

**BT2.132 Negligent or Willful Damage.** Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Purchaser, if included by Contracting Officer.

**BT2.133 Damage by Catastrophe.** As provided under BT8.32, undesignated live and dead timber within Sale Area, meeting Utilization Standards, and affected by Catastrophic Damage. "Catastrophic Damage" as used hereunder is major change or damage to Included Timber on Sale Area, to Sale Area, to access to Sale Area, or a combination thereof:

(a) Caused by forces, or a combination of forces, beyond control of Purchaser, 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 Sale Area and estimated to total either:

(i) More than half of the estimated timber quantity stated in AT2 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.

**BT2.134 Minor Damage by Natural Causes.** Undesignated trees within Sale Area and meeting Utilization Standards, in amounts less than specified in BT2.133, that become insect infested, windthrown, suffer serious damage, or die, as designated by agreement.

**BT2.14 Unintentionally Cut Timber.** Trees, within or immediately adjacent to Sale Area or to road construction or other authorized clearing outside Sale Area, not designated for cutting under BT2.3 but that are cut through mistake by Purchaser, when included by Contracting Officer.

**BT2.15 Construction Timber.** Trees to be used for construction under BT5.1.

**BT2.16 Other Material.** Species or products not listed in AT2, upon written approval of Contracting Officer under BT3.41.

**BT2.2 Utilization and Removal of Included Timber.** "Utilization Standards" for trees and minimum pieces are stated in AT2. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in AT2 and contain at least one minimum piece. Except for timber required or authorized to be left, Purchaser shall fell and buck such trees and shall remove from Sale Area all pieces that:

(a) Meet minimum piece standards in AT2 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.

**BT2.3 Timber Designations.** Timber designated for cutting shall be confined to Sale Area, except as provided in BT2.131, BT2.14, BT2.15, BT2.32, and BT5.1. Sale Area Map indicates Payment Units, if any, where Marking under BT2.35 is to be done after timber sale advertisement, except for construction clearing under BT2.32, designation changes under BT2.37, and damaged timber.

The boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units were plainly Marked on ground before timber sale advertisement and are shown on Sale Area Map. Boundary trees shall not be cut. Such units where Measuring is to be completed after date of timber sale advertisement are also shown. The number of units and approximate acreage of timber designations are stated in AT3.

**BT2.31 Clearcutting Units.** All trees that meet Utilization Standards within "Clearcutting Units" are designated for cutting.

**BT2.32 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 Purchaser's landings or the roadbed of Specified and Temporary Roads when Marked in advance of felling of timber in the immediate vicinity. 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 BT5.2.

**BT2.321 Specified Road Clearings.** Timber within the clearing limits of Specified Roads is within separate Payment Units, as shown on Sale Area Map, and the quantities are in AT2. These Payment Units are subject to revision, as specified in BT2.37. The quantities of dead or unstable trees designated outside the clearing limits are not included in AT2.

**BT2.322 Other Authorized Clearings.** Timber within authorized clearings for Temporary Roads, landings, or other construction clearings is designated for cutting. Quantities of such timber are not included in AT2.

**BT2.33 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 Sale Area Map.

**BT2.34 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 Sale Area Map.

**BT2.35 Individual Trees.** All trees to be cut, other than in the units described in BT2.31, BT2.32, BT2.33, and BT2.34, are Marked or designated by description. Trees are "Marked" when individually designated by Forest Service with paint marks above and below stump height.

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

**BT2.36 Incompletely Measured Payment Units.** Trees within incompletely Measured Payment Units shown on Sale Area Map at time of timber sale advertisement shall be designated in accordance with CT2.36. A representative sample of the timber to be designated has been Marked prior to timber sale advertisement in accordance with such rules. The approximate locations of the representative sample areas are shown on Sale Area Map.

**BT2.37 Designation Changes.** Within Sale Area, minor adjustments may be made in boundaries of cutting units or in the timber individually Marked for cutting when acceptable to Purchaser and Forest Service.

In event Contracting Officer accepts alternate facilities under BT5.26, Contracting Officer shall revise the affected Payment Units and adjust estimated quantities.

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

**BT2.4 Quantity Estimate.** The estimated quantities of timber by species designated for cutting under BT2.3 and expected to be cut under Utilization Standards are listed in AT2. Estimated quantity in AT2 does not include the following:

(a) Damaged timber under BT2.13;

(b) Unintentionally cut timber under BT2.14;

(c) Construction timber under BT2.15 cut outside of Payment Units and removed from construction use for utilization by Purchaser;

(d) Timber within clearing limits of Temporary Roads or other authorized clearings and that is not designated under BT2.31, BT2.33, BT2.34, or BT2.35; or

(e) Dead or unstable live trees that are sufficiently tall to reach Purchaser's landings or the roadbed of Specified Roads under BT2.32.

Estimated quantities for such timber not included in AT2 shall be determined as stated in CT6.8.

If Sale Area Map shows Payment Units where Marking or Measuring is to be completed after date of timber sale advertisement, the objective of Forest Service shall be to designate for cutting in such Payment Units sufficient timber so that Sale Area shall yield the approximate estimated quantities by species or species groups stated in AT2. However, the estimated quantities stated in AT2 are not to be construed as guarantees or limitations of the timber quantities to be designated for cutting under the terms of this contract.

Quantity adjustments shall not be made under this Section after there is modification for Catastrophic Damage under BT8.32.

**BT2.41 Adjustment for Quantity Deficit.** If Sale Area Map shows Payment Units where Marking or Measuring is to be completed after the date of timber sale advertisement and if Contracting Officer determines that a deficit in the estimated quantity will cause the quantity designated to be less than 90 percent of the total estimate shown in AT2, Forest Service, upon request by Purchaser, shall designate additional timber within Sale Area. Such additional timber shall be limited to that estimated to be necessary to reach approximately the estimated quantities by species listed in AT2. Any such additional designation shall be consistent with land and resource management plans.

**BT2.42 Adjustment for Excess Quantity.** If Sale Area Map shows Payment Units where Marking or Measuring is to be completed after date of timber sale advertisement and if Contracting Officer determines that the quantity designated will be more than 120 percent of the total estimated quantity listed in AT2, Forest Service, upon request by Purchaser, shall make an adjustment in Marking or cutting unit boundaries with the objective of designating for cutting the approximate estimated quantities by species listed in AT2. Such adjustments in quantities shall be confined to (a) Marking adjustments on Sale Area and (b) reduction in area to be cut over. Such adjustments or reductions shall not conflict with the silvicultural treatment being applied on Sale 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 BT1.1 and BT2.3.

If the timber designated for cutting is not reduced by such adjustments to less than 120 percent of the total estimated quantity listed in AT2, Purchaser, after cutting 120 percent of the total estimated quantity listed in AT2, may elect to have Sale Area reduced to eliminate Payment Units where felling has not begun.

**BT2.43 Adjustment for Quantity Errors.** An estimated quantity shown in AT2 shall be revised by correcting identified errors made in determining estimated quantity that result in a change in total timber sale quantity of at least 10 percent or $1,000 in value, whichever is less, when an incorrect estimated quantity is caused by computer malfunction or an error in calculations, area determination, or computer input.

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

For payment purposes, corresponding revisions in quantity and total payment shall be shown in AT4c for each Payment Unit involved. Adjustment in rates will not be made. Adjustment in quantities shall not obligate Forest Service to designate additional quantities when the original quantity estimate is overstated.

## BT3.0—RATES OF PAYMENT

**BT3.1 Current Contract Rates.** Included Timber that is Released for Cutting shall be paid for at Current Contract Rates determined under this Section. "Current Contract Rates" shall be (a) Flat Rates and (b) Tentative Rates adjusted by the escalation procedures in BT3.2. Flat Rates and Tentative Rates shall be those listed in AT4, unless superseded by rates redetermined under BT3.3 or established for Contract Term Extension.

Current Contract Rates, based on rates redetermined under BT3.3 or established under BT8.23, shall apply to all Payment Units from which removal of timber from Sale Area has not been completed on the effective date of the revised rates, except Current Contract Rates in effect at the time of Release for Cutting shall be applicable:

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

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

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

In event there are more than two Payment Units from which timber removal has not been completed on the effective date, the rates in effect at the time of Release for Cutting shall apply to the two units from which the greatest estimated proportions of Payment Unit quantities have been removed. Otherwise, in released Payment Units, redetermined rates or rates established for Contract Term Extension shall apply to the entire quantity shown in AT4c for those units. In addition, Required Deposits shall be made as listed in AT4 and CT5.32, or established under BT3.3 or BT8.23.

In the event Termination Date is adjusted under BT8.21 or BT8.212, Current Contract Rates shall be continued in the same manner as immediately prior to the adjustment period.

"Current Contract Value" is the sum of the products of Current Contract Rates and estimated remaining

quantities by species of Included Timber meeting Utilization Standards.

**BT3.2 Escalation Procedure.** Tentative Rates for those species and products listed in AT4a are subject to quarterly escalation in accordance with the following procedures: The calendar quarter index average for each price index described in AT5 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 AT4a shall be the basis for quarterly escalation. To arrive at Current Contract Rates for Payment Units Released for Cutting during the preceding calendar quarter, Tentative Rates for each species shall be reduced or increased by such difference, except when the calendar quarter index average is:

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

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

In the event of Contract Term Extension, the escalation procedure will be used during the extension period, except that adjusted payment rates for any calendar quarter cannot be less than Tentative Rates, for each species and product group, established under BT8.23 for the extension period.

**BT3.21 Unavailable Index.** If an index described in AT5 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 timber sale shall be a Flat Rate. Flat Rates will be Tentative Rates adjusted by the arithmetic average of the index described in AT5 for a 12-month period prior to its becoming unavailable using the quarterly adjustment procedure outlined in BT3.2. 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.

**BT3.3 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 BT3.31, BT3.32, and BT3.33.

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 AT4, except for reduction under BT3.31, BT3.32, or BT3.33. Required Deposits shall be redetermined. Redetermined Specified Road construction cost is subject to the limitations of BT5.26.

**BT3.31 Rate Redetermination for Environmental Modification.** In the event of a contract modification under BT8.33 or partial termination under BT8.34, 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 BT3.2, and Required Deposits shall be considered established under BT3.1 for Included Timber removed subsequent to the contract revision.

**BT3.32 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 BT8.32. Potential Included Timber is any that would be added under BT8.32.

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 BT8.32. 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 BT8.32, redetermined rates and Required Deposits shall be considered established under BT3.1 for Included Timber removed subsequent to Catastrophic Damage.

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

**BT3.33 Rate Redetermination for Market Change.** In the event of delay or interruption, exceeding 90 days, under BT8.33, 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 BT3.31, using remaining volumes.

Tentative Rates and Flat Rates in effect at the time of delay or interruption or established pursuant to BT3.31 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 BT3.1 for Included Timber removed subsequent to the delay or interruption.

**BT3.34 Emergency Rate Redetermination.** Forest Service shall redetermine rates if, upon Purchaser's application, Forest Service determies that, because of changes in the timber market since the award date or the last rate redetermination under this provision, the Producer Price Index identified in AT17 has declined by 25 percent. Rates shall be redetermined under BT3.3 and shall be considered established under BT3.1 for Payment Units described therein at the time of Purchaser's application. This Subsection shall not apply during Contract Term Extension.

**BT3.4 Other Payment Rates.**

**BT3.41 Material and Quantities Not in AT2.** Incidental amounts of products or portions of trees of species listed in AT2 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 AT2 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.

Timber for which the quantity is not included in the estimate listed in AT2, as described in BT2.4, shall be paid for at Current Contract Rates and Required Deposits.

**BT3.42 Timber Cut Through Mistake.** Undesignated timber meeting Utilization Standards, cut by Purchaser through mistake and included by Contracting Officer under BT2.14, shall be removed and paid for at Current Contract Rates and Required Deposits, unless such material is not listed in AT2. In such event, Contracting Officer, in accord with standard Forest Service methods, shall establish rates to be paid.

**BT3.43 Undesignated Timber Damaged Without Negligence.** Undesignated timber meeting Utilization Standards, damaged without negligence by Purchaser and designated by Forest Service under BT2.131, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits.

**BT3.44 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut.** Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Purchaser, if included by Contracting Officer under BT2.132, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits that are in addition to liquidated damages under BT3.45.

If such timber is of a species or size not listed in AT2 or is of a quality different from designated timber, Contracting Officer shall establish payment rates in accord with standard Forest Service methods.

**BT3.45 Liquidated Damages.** Unnecessary damage to or negligent or willful cutting of undesignated timber, as described in BT3.44, on portions of Sale 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, Purchaser shall pay as fixed, agreed, and liquidated damages an amount equivalent to the amount payable at Current Contract Rates. If designated by Contracting Officer, Purchaser shall remove such damaged or cut timber and pay for it at Current Contract Rates.

**BT4.0—PAYMENTS**

**BT4.1 Amount Payable for Timber.** Except as provided in BT3.1, Current Contract Rates and Required Deposits in effect when a Payment Unit is Released for Cutting shall be applied to the timber quantities to determine the amount Purchaser shall pay. A “Payment Unit” is a portion of Sale Area established for payment purposes.

**BT4.2 Timber Sale Account.** “Timber Sale Account” is an account maintained by Forest Service of all Purchaser’s deposits, credits, payment guarantees, and the charges for:

(a) Timber at Current Contract Rates;

(b) Slash disposal and road maintenance at Required Deposit rates;

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

(d) Other charges provided in this contract.

Cash deposits shall be recorded currently in such account.

Charges for Payment Units Released for Cutting shall be made when Forest Service prepares and furnishes to Purchaser periodic statements of quantity and value of such timber. Charges subject to escalation under BT3.2 shall be made initially on the basis stated in BT4.214 and shall be adjusted at the end of each calendar quarter, as provided in BT3.2.

Charges shall be made according to BT3.4 when trees are subsequently Marked or designated for cutting.

**BT4.21 Cash Deposits.** Within the limitations of this Subsection, Purchaser shall make cash deposits to meet Purchaser’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.

**BT4.211 Downpayment.** The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until stumpage value representing 25 percent of the total bid value of

the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

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

**BT4.212 Advance Deposits.** Purchaser agrees to make cash deposits in advance of cutting to meet charges under BT4.2.

Forest Service billings for advance cash deposits shall be in such amounts that Timber Sale Account will maintain an unobligated balance that covers the applicable charges for Payment Units Released for Cutting and designated material not included in AT2 expected to be cut within the next 60 days. This advance cash deposit may be reduced to a smaller amount by the terms of BT4.211, BT4.213, BT4.215, and/or BT4.217. Except for amounts required pursuant to BT4.211, BT4.213, and BT4.217, Purchaser shall not be required to make advance deposits above those required under this Item.

When the credit balance in Timber Sale Account is exceeded by the charges for timber within Payment Units Released for Cutting and for the estimated quantity to be cut in 10 days of cutting designated material not included in AT2, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received.

**BT4.213 Periodic Payment Schedule.** Purchaser shall make periodic payments for stumpage value, as shown in AT16.

In the event Purchaser has not paid the amount(s) stated in AT16 as stumpage for quantity removed by the periodic payment determination date(s), Forest Service shall issue a bill for collection for the difference between the required amount and payments made by Purchaser. 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 Timber Sale Account billing date.

The amount of the periodic payment(s) will be reduced if the payment(s) would result in Purchaser'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 BT4.212.

Except for Contract Term Extensions under BT8.23, periodic payment determination date(s) that have not been reached shall be adjusted one day for each additional day of contract time granted.

**BT4.214 Deposits for Charges Subject to Escalation.** Deposits requested to cover estimated charges for timber subject to escalation under BT3.2 shall be based upon Current Contract Rates and related deposits in effect during previous calendar quarter.

**BT4.215 Deposits When Payment Guaranteed.** To the extent payment guarantee is provided under BT4.3, requirements for advance cash deposits under BT4.212 shall be waived for the value of timber on Sale Area that has been Released for Cutting, but not removed, and for the estimated value of products removed from Sale Area for not more than a monthly billing period, subject to the provisions of BT4.4.

**BT4.216 Blanket Cash Deposits.** Purchaser may make cash deposits under a written agreement to cover charges made under this and other timber sale contracts within the same National Forest. Forest Service shall allocate such deposits to such timber sales. 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 timber sale shall be reallocated to other timber sales within the same National Forest at Purchaser's request. Purchaser shall not start cutting until allocation has again been made to this timber sale.

**BT4.217 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 BT4.213 by the number of whole months remaining in Normal Operating Season(s) within the extension period to determine the amount of each "Extension Deposit."

Purchaser shall make the initial Extension Deposit prior to Forest Service executing the contract modification. In response to Forest Service billing under BT4.21, Purchaser shall make advance cash deposits. Such deposits shall at least equal each Extension Deposit required for each whole month remaining in Normal Operating Season(s) during the extension period. Extension Deposits shall be due by the last day of each month during Normal Operating Season whether or not any Payment Unit is to be released.

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

**BT4.218 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 Purchaser 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, Purchaser shall make one or more deposits to cover the estimated cost of the work. On request of Purchaser, Forest Service shall render monthly accounts, as may be specified in such agreement.

**BT4.22 Temporary Reduction of Downpayment.** When, under BT8.33, Contracting Officer orders a delay or interruption of Purchaser's Operations for more than 30 days when scheduled operations would be occurring but for the order, the downpayment amount

required shall be temporarily reduced upon the written request of Purchaser or at the discretion of the 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 AT15, whichever is larger.

Any downpayment amount temporarily reduced pursuant to this Subsection may be refunded or transferred at the request of Purchaser. However, if Purchaser has outstanding debt owed to 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 Purchaser's receipt of bill for collection and written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Purchaser shall restore the downpayment to the full amount shown in AT15 within 15 days after the date the bill for collection is issued, subject to the provisions of BT4.4. Purchaser shall not resume contract operations until the downpayment amount is fully restored.

**BT4.23 Refund of Excess Cash.** If at any time the credit balance of Timber Sale Account exceeds the charges for timber within Payment Units Released for Cutting and for designated material not included in AT2 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 Purchaser, unless deposited under BT4.211, BT4.213, or BT4.217. If Purchaser plans no cutting within the next 60 days, Forest Service may refund the entire unencumbered cash balance, except as provided in this Subsection. However, Forest Service shall not reduce the credit balance below the total value of partially cut Payment Units and designated material not included in AT2 that is cut before operations cease. After a refund for a shutdown, deposits shall be made to meet the requirements of BT4.212 before additional timber may be cut.

**BT4.24 Refund after Final Charges for Released Timber.** Any cash deposit, in excess of that required to meet charges under BT4.2, shall be refunded or transferred within 15 days of Purchaser's request after final charges for Included Timber have been made, except for amounts estimated to be required under BT9.5.

**BT4.3 Payment Guaranteed by Bond or Deposited Securities.** To guarantee payment, Purchaser 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 BT9.1.

**BT4.31 Blanket Bond.** If Purchaser furnishes an acceptable bond, or deposits securities, in accordance with BT4.3, to guarantee payment for timber from this and other timber sales within the same National Forest, the amount of such bond or deposited securities shall be allocated to such timber sales 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 timber sale shall be reallocated to other timber sales at Purchaser's request. Purchaser shall not start cutting hereunder until this timber sale receives an allocation that will meet the obligation for payment guarantee.

**BT4.32 Letters of Credit for Payment Bond.** Notwithstanding the provisions of BT4.3, Purchaser may use letters of credit in lieu of a surety bond for payment bond purposes when approved by Contracting Officer.

**BT4.4 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 Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

(i) Slash disposal and road maintenance deposits;

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

(iii) Damages pursuant to BT9.4;

(iv) Road use fees;

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

(vi) Periodic payments pursuant to BT4.213;

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

(viii)Other mandatory deposits.

(b) Failure to pay amounts due by the date allowed in the bill for collection for receipt of payment shall be considered a breach under BT9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date 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 Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:

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

(ii) Purchaser files and prosecutes a timely Claim.

**BT5.0—TRANSPORTATION FACILITIES**

**BT5.1 Authorization.** Purchaser is authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for harvesting Included Timber 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 BT5.2. Unless otherwise provided herein, construction may be progressive during this contract. Maintenance shall be governed by BT5.3. 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 Purchaser for the purpose of harvesting Included Timber.

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

**BT5.11 Requirements of Rights-of-Way.** Purchaser's road construction and use of rights-of-way identified in attached list or CT5.11 shall be confined to rights-of-way and limited by the related easements and stipulations, if any, unless Purchaser 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.

**BT5.12 Use of Roads by Purchaser.** Except as provided herein, Purchaser is authorized to use existing National Forest system roads and Specified Roads listed in AT7, when Forest Service determines that such use will not cause damage to the roads or National Forest resources.

If Purchaser's use of an existing temporary or National Forest system road, not listed in AT7, cannot be satisfactorily accommodated without reconstruction, Purchaser shall be authorized to use such road upon agreement as to the minimum reconstruction work that Purchaser shall perform before hauling. When appropriate, such road shall be included in AT7 as an alternate facility under BT5.26.

CT5.12 lists existing roads shown on Sale 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.

**BT5.2 Specified Roads.** "Specified Roads" are roads, including related transportation facilities and appurtenances, shown on Sale Area Map and listed in AT7. Purchaser shall construct Specified Roads used under this contract. Construction initiated by Purchaser on any such Specified Road shall be completed to an agreed terminus that meets Purchaser's needs and prevents unnecessary impact on National Forest resources. Construction to such terminus shall be in full accordance with Plans and specifications and the Schedule of Items identified in AT7 or specifications attached hereto, except for agreed adjustments needed to accommodate such terminus. The "Schedule of Items" is a list and description of construction items, quantities, units of measure, methods of measurement, unit price, and total amount. 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 BT5.212, BT5.25, BT5.26, or CT5.215, AT7 shall be modified. If Purchaser does not need a Specified Road or a portion of a Specified Road for harvesting Included Timber and the Specified Road is not constructed, the deletion of the road or road segment will be a mutually agreed Design Change and Timber Sale Account will be adjusted for the reduction in cost, as provided in BT5.25.

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 timber sale advertisement.

**BT5.21 Engineering.** Forest Service completed survey and design for Specified Roads prior to timber sale advertisement, unless otherwise shown in AT8 or

Purchaser survey and design are specified in AT7. 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 Timber Sale Account.

Forest Service engineering shall be completed according to the schedule in AT8. Should Forest Service be unable to perform the designated survey and design by the completion date or other agreed to time, upon written agreement, Purchaser shall assume responsibility for such work. In such event, Contracting Officer shall revise:

(a) AT7 to show Purchaser's performance responsibility.

(b) The Schedule of Items to include costs of survey and design, as provided under BT5.24, and adjust Timber Sale Account, as provided in BT5.25. Forest Service shall calculate such costs, using unit rates comparable with those used in the Schedule of Items.

Purchaser 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. Purchaser's construction schedule shall reflect Forest Service survey and design completion dates. Forest Service may agree to Purchaser's request for an alternate date for starting construction.

Purchaser shall perform survey, design, and construction staking of Specified Roads to be engineered by Purchaser 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 Timber Sale 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 timber sale advertisement.

**BT5.211 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 Purchaser to explain in detail specific portions of the work required by the contract. Purchaser 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, Purchaser 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 AT7 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, Purchaser shall make corrections pursuant to BT5.253.

**BT5.212 Construction Staking.** Purchaser shall avoid careless or negligent damage to construction stakes, flags, or marks. If such damage occurs, Purchaser shall be required to replace stakes necessary to construction. Purchaser's replacement staking shall be approved by Forest Service. Alternatively, upon Purchaser's request, Contracting Officer may agree to perform such work under BT4.218.

When AT7 shows that construction stakes are to be set by Forest Service after clearing, Purchaser 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 Purchaser's clearing and other construction activity to proceed without hindrance or delay, provided Purchaser's construction activity is reasonably consistent with needs identified in Purchaser's Operating Schedule or amendments thereto.

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

(a) AT7 to show Purchaser's performance responsibility.

(b) The Schedule of Items to include costs of construction staking, as provided under BT5.24, and adjust Timber Sale Account, as provided in BT5.25. Forest Service shall calculate such costs, using unit rates comparable with those used in the Schedule of Items.

**BT5.22 Material Delivery.** Within 60 days after award date, Purchaser 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 Purchaser 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 Purchaser, Purchaser is responsible for installation of needed material and for any loss of or damage to such material due to Purchaser's negligence prior to installation or return of unused material to Forest Service.

At Purchaser's option, Forest Service deliveries shall be to Purchaser'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.

**BT5.23 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.

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.

**BT5.24 Estimated Cost.** Estimated costs by construction phases for Specified Roads listed in AT7 are stated by segments in the Schedule of Items. Such estimated costs are subject to adjustment under BT3.3, BT5.2, BT5.21, BT5.212, BT5.25, and BT5.26. Appropriately adjusted costs shall be made a part of a revised Schedule of Items and shown as adjustments to Timber Sale 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 Purchaser.

**BT5.25 Construction Cost Adjustment.** Contracting Officer, as provided in BT5.21, BT5.212, BT5.251, BT5.252, and BT5.253, shall adjust Specified Road construction cost estimates in the Schedule of Items and show the adjustments as credits or debits to Timber Sale Account in the month when the road segment is accepted.

**BT5.251 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 BT5.252 or BT5.253. Only changes in quantities where other than contract quantity 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 AT7, except that:

(i) When quantity of authorized work performed or material furnished by Purchaser, 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 Purchaser, 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 timber sale. 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.

**BT5.252 Physical Change.** (a) Forest Service shall adjust the Specified Road construction cost if, prior to acceptance under BT6.36, a physical change, caused by a single event and not due to negligence of Purchaser, results in an increase or decrease in work and/or materials furnished by Purchaser 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 timber sale when quantities decrease.

(e) When quantity of authorized work to be performed or material furnished by Purchaser, 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 timber sale. The revised estimate shall take into account any increase or decrease in unit rates that results from a reduction in quantity of work.

**BT5.253 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 BT5.251, 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 Purchaser 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 timber sale when quantities decrease.

(h) When quantity of authorized work to be performed or material furnished by Purchaser, 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 timber sale. The revised estimate shall take into account any increase or decrease in unit rates that results from a reduction in quantity of work.

**BT5.26 Alternate Facilities.** If under Purchaser's Operating Schedule, roads needed for the removal of Included Timber differ substantially from Specified Roads, other roads may be added to AT7. 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. Purchaser 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 Purchaser does not construct, Timber Sale Account shall be adjusted by Forest Service to reflect the reduction in costs. In event of rate redetermination under BT3.3, such allowed costs shall be the redetermined estimated costs of facilities listed in the original Schedule of Items that Purchaser does not construct.

**BT5.27 Temporary Credit for Unamortized Specified Road Construction Cost.** When, under BT8.33, Contracting Officer orders a delay or interruption of Purchaser's Operations for more than 30 days when scheduled operations would be occurring but for the order, the Contracting Officer shall credit the unamortized cost of Specified Roads to Purchaser's Timber Sale Account, upon the written request of Purchaser or at the discretion of Contracting Officer. The amount credited to Purchaser shall be limited to stumpage paid above Base Rates.

Any Specified Road construction cost credited to Purchaser pursuant to this Subsection may be refunded or transferred at the request of Purchaser. However, if Purchaser has outstanding debt owed 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 of 1996, as amended.

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

**BT5.3 Road Maintenance.** Purchaser shall maintain roads, commensurate with Purchaser's use, in accordance with Road Maintenance Requirements in CT5.31 and the Road Maintenance Specifications. Performance of road maintenance work by Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on Purchaser's Operating Schedule under BT6.31.

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 Purchaser elects to use different roads than those listed in CT5.31, Forest Service shall determine Purchaser's commensurate share of road maintenance and revise road maintenance deposits in CT5.32.

If Forest Service cannot perform its full commensurate share of road maintenance, Forest Service shall make a cash payment to Purchaser 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.

**BT5.4 Use by Others.** Forest Service shall have the right to use any road constructed by Purchaser 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 Purchaser hereunder when Contracting Officer determines that such use will not materially interfere with Purchaser'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 CT5.4, Forest Service shall authorize other uses of roads constructed by Purchaser hereunder only if:

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

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

Where Purchaser reconstructs a road having established use, Purchaser'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 Purchaser's right to use such reconstructed road.

**BT6.0—OPERATIONS**

**BT6.1 Representatives.** Unless otherwise agreed, Purchaser 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 Purchaser designate any representative to this contract who is currently debarred, proposed for debarment, or suspended by the Federal Government. Purchaser's representative shall provide a copy of the contract to Purchaser'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, Purchaser's representative shall notify Forest Service 2 days, excluding weekends and Federal holidays before any operations begin on Sale Area.

Purchaser's representative shall designate, in writing, a field supervisor, one of whose responsibilities shall be on-the-ground direction and supervision of Purchaser'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 safeguarding of National Forest resources and performance within the terms of the contract. Purchaser 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 Purchaser's annual Operating Schedule under BT6.31.

Unless Contracting Officer designates another Forest Service representative and notifies Purchaser 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 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 30 days of receipt of Purchaser's Plan of Operations.

**BT6.11 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.

**BT6.2 Improvements.** Purchaser is authorized to construct on National Forest land, buildings, facilities, and other improvements needed to log Included Timber. 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.

Purchaser 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 contractor, Subcontractor or their employees or agents working on the project for Purchaser. Such permission, if granted, shall be without charge to Purchaser.

**BT6.21 Removal.** Unless Forest Service authorizes continued use, Purchaser shall remove or dispose of all improvements when no longer needed. Should Purchaser fail to remove or dispose of improvements within 6 months after Termination Date, Forest Service may dispose of improvements at Purchaser's expense under BT9.5 or may, upon written notice to Purchaser, assume title to improvements in the name of the United States. In the latter event, Purchaser shall not be required to remove such improvements.

**BT6.22 Protection of Improvements.** So far as practicable, Purchaser 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 Sale Area Map.

Purchaser shall keep roads and trails needed for fire protection or other purposes and designated on Sale Area Map reasonably free of equipment and products, slash, and debris resulting from Purchaser's Operations. Purchaser shall make timely restoration of any such improvements damaged by Purchaser's Operations and, when necessary because of such operations, shall move such improvements, as specified in CT6.22.

**BT6.221 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 Purchaser's Operations.

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

Purchaser 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, Purchaser 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. Purchaser shall make arrangements for use of alternate crossings. All construction work to be performed by Purchaser on the railroad right-of-way shall not damage railroad company's property.

**BT6.222 Protection of Property.** In construction and reconstruction of Specified Roads, Purchaser shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features, unless specifically authorized. To the extent practicable, Purchaser 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.

**BT6.23 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 perpetuate action that does not cause unnecessary delay to Purchaser 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.

Purchaser shall protect all known survey monuments, witness corners, reference monuments, and bearing trees against avoidable destruction, obliteration, or damage during Purchaser's Operations. If any known monuments, corners, or accessories are destroyed, obliterated, or damaged by Purchaser's Operations, Purchaser 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. Purchaser shall record such survey in appropriate county records.

**BT6.24 Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources.** (a) Areas, known by Forest Service prior to timber sale advertisement, needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Sale Area Map

and/or identified on the ground, and shall be treated as follows:

(i) Unless agreed otherwise, wheeled or track laying equipment shall not be operated in areas identified as needing special measures except on roads, landings, tractor roads, or skid trails approved under BT5.1 or BT6.422. Purchaser may be required to backblade skid trails and other ground disturbed by Purchaser's Operations within such areas in lieu of cross ditching required under BT6.6. Additional special protection measures needed to protect such known areas are identified in CT6.24.

(ii) Unless agreed otherwise, trees will not be felled into areas identified as needing special measures.

(iii) Purchaser shall conduct operations in a manner that does not damage or disturb identified areas. In the event that protective measures identified by the Forest Service are for any reason inadequate, Contracting Officer may delay or interrupt Purchaser's operations, under this Contract, and/or modify this Contract pursuant to BT8.33.

(iv) Purchaser shall immediately notify the Forest Service if its operations disturb or damage any area identified as needing special protection, and shall immediately halt its operations in the vicinity of such area until the Forest Service authorizes continued operations. In the event that Purchaser's operations disturb or damage an area identified as needing special protection, then Purchaser shall reimburse the Forest Service for the full cost and expense of any evaluative and remedial measures undertaken by the Forest Service in connection with such disturbance or damage. Such payment shall not relieve Purchaser from civil or criminal liability under applicable law.

(b) Nothing contained in this Subsection shall establish, or be deemed to establish any express or implied warranty on the part of the Forest Service (i) that the Forest Service has identified all areas within the Sale Area requiring special protection, or (ii) that measures prescribed by the Forest Service for protection of such areas are adequate.

(c) Following sale advertisement, additional areas needing special measures for protection may be discovered or identified; protective measures may be revised or newly prescribed; and, additional species of plants and/or animals may be added to federal lists of protected species. In such event, Contracting Officer may delay or interrupt Purchaser's operations, under this Contract, and/or modify this Contract pursuant to BT8.33.

(d) Discovery, by either the Purchaser or the Forest Service, of additional areas, resources, species, or members of species needing special protection shall be promptly reported to the other party.

**BT6.3 Control of Operations.** Under this contract, "Purchaser's Operations" shall include activities of or use of equipment of Purchaser, Purchaser's employees, agents, contractors, 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).

Purchaser'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 Purchaser.

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

(a) Give tentative approval and bill Purchaser as necessary under BT4.21 or

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

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

**BT6.31 Operating Schedule.** Purchaser shall, before commencing operations, provide in writing an annual Operating Schedule of anticipated major activities and needs for logging Included Timber, such as logging, road maintenance, and construction, including construction staking under BT5.212 and material delivery under BT5.22. Upon reasonable notice to Forest Service, such schedule shall be subject to modifications necessitated by weather, markets, or other unpredictable circumstances.

Subject to BT6.6 and when the requirements of BT6.66 are met, Purchaser's Operations may be conducted outside Normal Operating Season. "Normal Operating Season" is the period(s) beginning and ending on the dates stated in AT13 of any year.

**BT6.311 Plan of Operations.** For timber sales with 2 or more years between award date and Termination Date, within 60 days of final award of contract, Purchaser shall furnish Forest Service a written general Plan of Operations that shall be in addition to the annual Operating Schedule required under BT6.31. The Plan of Operations shall set forth planned periods for and methods of road construction, timber harvesting, and completion of slash disposal, erosion control measures, and other contractual requirements. Forest Service written approval of the Plan of Operations is prerequisite to commencement of Purchaser's Operations. Purchaser may revise this Plan of Operations when necessitated by weather, markets, or other unpredictable circumstances, subject to approval of Contracting Officer. In the event of delays beyond the control of Purchaser that qualify for Contract Term Adjustment, the Plan of Operations shall be adjusted by mutual agreement to accommodate the adjusted contract period.

**BT6.312 Plan of Operations for Road Construction.** Annually, prior to start of construction, Purchaser shall submit a supplement to the Plan of Operations 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. Purchaser shall submit a

revised schedule when Purchaser proposes a significant deviation from the progress schedule.

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

**BT6.32 Protection of Residual Trees.** Purchaser's Operations shall not unnecessarily damage young growth or other trees to be reserved.

**BT6.33 Safety.** Purchaser's Operations shall facilitate Forest Service's safe and practical inspection of Purchaser's Operations and conduct of other official duties on Sale Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser'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 Purchaser may request an adjustment in Current Contract Rates to compensate for the changed conditions.

Unless otherwise agreed in writing, when Purchaser's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Purchaser's Operations. Purchaser 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, Sale Area Map, Traffic Control Plan, or in specifications attached hereto.

**BT6.34 Sanitation and Servicing.** Purchaser shall take all reasonable precautions to prevent pollution of air, soil, and water by Purchaser's Operations. If facilities for employees are established on Sale Area, they shall be operated in a sanitary manner. In the event that Purchaser's Operations or servicing of equipment result in pollution to soil or water, Purchaser shall conduct cleanup and restoration of the polluted site to the satisfaction of Forest Service.

Purchaser shall maintain all equipment operating on Sale Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. Purchaser shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Purchaser 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. Purchaser 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.

**BT6.341 Prevention of Oil Spills.** If Purchaser maintains storage facilities for oil or oil products on Sale Area, Purchaser 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, Purchaser 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.

Purchaser 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 Sale Area that are caused by Purchaser's employees agents, contractors, Subcontractors, or their employees or agents directly or indirectly, as a result of Purchaser's Operations. Purchaser will take whatever initial action may be safely accomplished to contain all spills.

**BT6.342 Hazardous Substances.** Purchaser shall notify the National Response Center and Contracting Officer of all releases of reportable quantities of hazardous substances on or in the vicinity of Sale Area that are caused by Purchaser's employees, agents, contractors, Subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's Operations, in accordance with 40 CFR 302.

**BT6.35 Equipment Cleaning.** (a) Areas, known by Forest Service prior to timber sale advertisement, that are infested with invasive species of concern are shown on Sale 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. For purposes of this provision, "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.

(b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":

(i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified Forest Service, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.

(ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on Sale Area Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of

concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the Forest Service, as provided in (iii).

(iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise Forest Service of its cleaning measures and make the equipment available for inspection. Forest Service shall have 2 days, excluding weekends and Federal holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the Forest Service after inspection.

(iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from Contracting Officer as to the location for such cleaning and measures, if any, for controlling impacts.

(v) Contracting Officer may order delay, interruption, or modification of this Contract pursuant to BT8.33.

(c) Nothing contained in this Subsection shall be interpreted as creating any warranty on the part of the Forest Service that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, Contracting Officer may order delay, interruption, or modification of this Contract pursuant to BT8.33.

(d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

**BT6.36 Acceptance of Work.** Upon Purchaser'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 Purchaser's Operations. Such a request may be for acceptance of:

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

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

(c) All contract requirements on a Payment Unit.

Forest Service may perform such inspections without request from Purchaser.

Within 2 days of inspection, excluding weekends and Federal holidays, Forest Service shall furnish Purchaser 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 Purchaser's request, Purchaser 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 Purchaser's construction period on any completed portion of road.

When all contractual work of Purchaser has been accepted for any Payment Unit or cutting unit identified on Sale Area Map, Payment Unit or cutting unit shall be eliminated from Sale Area on written notice of either party to this contract.

**BT6.361 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 Purchaser, 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 Purchaser, such as seasonal limitations. Purchaser 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. Purchaser 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 Purchaser in connection with Purchaser's Operations, shall be cleared of all rubbish, excess materials, and temporary structures.

**BT6.4 Conduct of Logging.** Unless otherwise specifically provided herein, Purchaser shall fell trees designated for cutting and shall remove the portions that meet Utilization Standards, as provided in BT2.2, prior to acceptance of Payment Unit for completion of logging under BT6.36. 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 CT6.4 provisions set forth requirements to meet special or unusual logging conditions:

**BT6.41 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 AT2. Purchaser may buck out cull material when necessary to produce pieces meeting Utilization Standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net Measure in percentage of gross Measure, or based on the merchantability factor, whichever is stated in AT2. If necessary to assess

extent of defect, Purchaser shall make sample saw cuts or wedges.

**BT6.411 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.

**BT6.412 Stump Heights.** Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in AT6, except that occasional stumps of greater heights are acceptable when Purchaser determines that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, Purchaser shall re-cut high stumps so they will not exceed heights specified in AT6 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in AT6 were selected with the objective of maximum reasonable utilization of the timber, unless Sale Area Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.

**BT6.413 Limbing.** When Forest Service determines it is necessary to minimize damage to the residual stand during skidding, Purchaser shall cut exposed limbs from products prior to skidding. Purchaser may leave uncut those limbs that cannot be cut with reasonable safety.

**BT6.42 Skidding and Yarding.** Methods of skidding or yarding specified for particular areas, if any, are indicated on Sale 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.

**BT6.421 Rigging.** Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.

**BT6.422 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.

**BT6.423 Skidding on Roads.** Products may be skidded on permanent roads authorized for hauling under BT5.12 only by prior written agreement.

**BT6.424 Arches and Dozer Blades.** Unless otherwise specified in CT6.424, 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.

**BT6.5 Streamcourse Protection.** "Streamcourses" that are subject to provisions of this Section are shown on Sale Area Map. Unless otherwise agreed, the following measures shall be observed to protect Streamcourses:

(a) Purchaser's Operations shall be conducted to prevent debris from entering Streamcourses, except as may be authorized under paragraph (d). In event Purchaser causes debris to enter Streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, Purchaser 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 Purchaser'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.

**BT6.6 Erosion Prevention and Control.** Purchaser'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. Purchaser 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 Purchaser 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, Purchaser shall make additional deposits on request by Forest Service. Any money deposited or used for this purpose shall be treated as cooperative deposits under BT4.218.

**BT6.61 Meadow Protection.** Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on Sale Area Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved under BT5.1 or BT6.422. 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.

**BT6.62 Wetlands Protection.** Wetlands requiring protection under Executive Order 11990 are shown on Sale Area Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved under BT5.1 or BT6.422. Additional measures needed to protect such areas are provided in CT6.62.

**BT6.63 Temporary Roads.** As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, Purchaser shall employ such measures as outsloping, drainage dips, and water-spreading ditches.

After a Temporary Road has served Purchaser's purpose, Purchaser 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.

**BT6.631 Temporary Roads to Remain Open.** To maintain short term access to portions of Sale Area for post-sale treatments and other purposes after a Temporary Road has served Purchaser's purpose, pursuant to BT6.63, Purchaser agrees, that on Temporary Roads designated on Sale 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.

**BT6.64 Landings.** After landings have served Purchaser's purpose, Purchaser 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.

**BT6.65 Skid Trails and Fire Lines.** Purchaser 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 Purchaser-built fire lines prior to or during construction. By agreement, Purchaser may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.

**BT6.66 Current Operating Areas.** Where logging or road construction is in progress but not completed, unless agreed otherwise, Purchaser 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, Purchaser shall keep such work on any additional disturbed areas as up to date as practicable.

**BT6.67 Erosion Control Structure Maintenance.** During the period of this contract, Purchaser shall provide maintenance of soil erosion control structures constructed by Purchaser until they become stabilized, but not for more than 1 year after their construction. Contracting Officer may agree to perform such structure maintenance under BT4.218, if requested by Purchaser, subject to agreement on rates. Purchaser shall not be responsible for repair of such structures damaged by other National Forest users whose activities are not a part of Purchaser's Operations.

**BT6.7 Slash Disposal.** Purchaser's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by Purchaser are stated in CT6.7 and are in addition to Required Deposits for slash disposal.

**BT6.8 Measuring.** "Measuring" is the estimation of timber quantities using certain dimensions and applicable volume tables or formulae to determine the contents of trees or stands in a standard manner. Sampling may be on an individual tree or area basis. Examples of standard procedures are tree measurement, sample tree measurement, and area estimate. The quantity of timber designated or to be designated for cutting has been or shall be Measured, as specified in CT6.8.

**BT6.81 Product Identification.** Before removal from Sale Area, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Purchaser 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 Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand exclusively on logs from this sale until Contracting Officer releases brand. Purchaser 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. Purchaser shall replace identifying marks if they are lost, removed, or become unreadable. Purchaser 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 timber sale 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 timber sale brand.

**BT6.9 Records.** Upon request, Purchaser shall provide access to appropriate annual records in Purchaser's books and accounts to enable Forest Service to obtain and analyze accurate operating costs and selling price data for appropriate use in appraising Federal timber. Operating cost and selling price data shall include that

applicable for appraising timber obtained from Federal sources in or processed in the Region. Purchaser shall provide access to such data on behalf of subsidiary entities owned or controlled by Purchaser to the extent they participate in harvesting, manufacturing, or marketing timber into products recognized in National Forest timber appraisals in the area. To a like extent, Purchaser shall request in writing Purchaser's contractors and Subcontractors to make such data available to Forest Service.

Information so obtained shall be treated as confidential, as provided in regulations issued by the Secretary of Agriculture (7 CFR 1.12), and shall be available for review by parties from whom such data are obtained.

**BT7.0—FIRE PRECAUTIONS AND CONTROL**

**BT7.1 Plans.** Prior to initiating Purchaser's Operations during Fire Precautionary Period, Purchaser shall file with Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on Sale Area and other areas of Purchaser's Operations. Such plan shall include a detailed list of personnel and equipment at Purchaser's disposal for implementing the plan. This requirement may be met by preparing a single plan for more than one timber sale.

**BT7.2 Fire Precautions.** Specific fire precautionary measures listed in CT7.2 shall be applicable during Purchaser's Operations in "Fire Precautionary Period" described in AT9. 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 Purchaser's Operations in Fire Precautionary Period.

**BT7.21 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.

**BT7.22 Emergency Precautions.** Forest Service may require the necessary shutting down of equipment on portions of Purchaser's Operations, as specified by the emergency fire precautions schedule of CT7.22. Under such conditions, after Purchaser ceases active operations, Purchaser shall release for hire by Forest Service, if needed, Purchaser's shutdown equipment for fire standby on Sale Area or other areas of Purchaser's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by Purchaser 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 Purchaser requests, shall be operated only by personnel approved by Purchaser. 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.

**BT7.3 Fire Control.** Purchaser shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from Purchaser's Operations and to suppress any forest fire on Sale Area. Purchaser's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Purchaser's disposal on Sale Area or within the distance of Sale Area stated in AT10.

**BT7.31 Purchaser's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Sale Area, or any other forest fire on Sale Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by Purchaser 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:

**BT7.311 Suspend Operations.** To suspend any or all of Purchaser's Operations.

**BT7.312 Personnel.** To release for employment by Forest Service any or all of Purchaser's personnel engaged in Purchaser's Operations or timber processing within the distance of Sale Area stated in AT10. Any organized crew so hired shall include Purchaser's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.

**BT7.313 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 Purchaser's equipment suitable for fire fighting and currently engaged in Purchaser's Operations within the distance of Sale Area stated in AT10. Equipment shall be operated only by personnel approved by Purchaser, if so requested by Purchaser.

**BT7.4 Fire Suppression Costs.** Purchaser's obligations for cost of fire suppression vary according to three classifications of fires as follows:

**BT7.41 Operations Fire.** An "Operations Fire" is a fire caused by Purchaser's Operations other than a Negligent Fire.

Forest Service, except as provided in BT7.3, shall use cooperative deposits under BT4.218 to perform fire suppression activities on Operations Fires. Purchaser agrees to reimburse Forest Service for such cost for each Operations Fire, subject to a maximum of the dollar amount stated in AT11. The cost of Purchaser's actions, supplies, and equipment on any such fire provided pursuant to BT7.3, or otherwise at the request of Forest Service, shall be credited toward such maximum. If Purchaser's actual cost exceeds Purchaser's obligation stated in AT11, Forest Service shall reimburse Purchaser for the excess.

**BT7.42 Negligent Fire.** A "Negligent Fire" is a fire caused by negligence or fault of Purchaser's Operations, including, but not limited to, one caused by smoking by persons engaged in Purchaser's Operations during the course of their employment, or during rest or lunch periods; or if Purchaser's failure to comply with the requirements of BT7.2 and BT7.3 results in a fire starting or permits a fire to spread. Damages and the cost of suppressing Negligent Fires shall be borne by Purchaser.

**BT7.43 Other Fires on Sale Area.** Forest Service shall pay Purchaser, at fire fighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by Purchaser pursuant to BT7.3, or otherwise at the request of Forest Service, on any fire on Sale Area other than an Operations Fire or a Negligent Fire.

**BT7.5 State Law.** Purchaser 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 Purchaser for fire fighting expenditures in accordance with BT7.41 shall not be withheld pending settlement of any such claim or action based on State law.

**BT7.6 Performance by Contractor.** Where Purchaser's employees, agents, contractors, Subcontractors, or their employees or agents perform Purchaser's Operations in connection with fire responsibilities, Purchaser's obligations shall be the same as if performance was by Purchaser.

**BT8.0—OTHER CONDITIONS**

**BT8.1 Title and Liability.**

**BT8.11 Title Passage.** All right, title, and interest in and to any Included Timber shall remain in Forest Service until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. For purposes of this Subsection, timber in Payment Units Released for Cutting covered by cash deposit or payment guarantee under BT4.3 shall be considered to have been paid for. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in Forest Service.

**BT8.12 Liability for Loss.** If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses caused by insect or disease after felling of timber shall be borne by Purchaser, unless Purchaser is prevented from removing such timber for reasons that would qualify for Contract Term Adjustment. Deterioration or loss of value of salvage timber is not an unexpected event, except for deterioration due to delay or interruption that qualifies for Contract Term Adjustment or under BT8.33.

In the event Included Timber to which Forest Service holds title is destroyed, Purchaser 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 Purchaser 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.

**BT8.2 Period of Contract.** All obligations of Purchaser shall be discharged not later than "Termination Date" stated in AT12, unless it is adjusted pursuant to BT8.21 or BT8.212 or extended pursuant to BT8.23 or BT8.32, 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 Purchaser completing performance of obligations covered by such permission.

**BT8.21 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, Purchaser 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) Purchaser experiences delay in starting scheduled operations or interruptions in active operations, either of which stops removal of Included Timber from Sale Area through curtailment in felling and bucking, yarding, skidding and loading, hauling, or road construction, as scheduled under BT6.31, for 10 or more consecutive days during a Normal Operating Season due to causes beyond Purchaser'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 Purchaser, in writing, to delay or interrupt operations during the Normal Operating Season for any purpose other than suspension under BT4.4 or BT9.3 or

(ii) Purchaser suffers a delay or interruption of Purchaser'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 BT8.23, 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.

**BT8.211 Delay in Reconstruction of Processing Facilities.** Notwithstanding the 12-month limitation in BT8.21, if Purchaser demonstrates a diligent effort has been made to replace primary timber processing facilities and that delays in doing so have been beyond Purchaser's control, Contracting Officer may authorize Contract Term Adjustment up to a total of 24 months.

**BT8.212 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 AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season. Contracting Officer must receive Purchaser'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.

When a contract is lengthened as a result of market-related contract term addition, any subsequent periodic payment date shall be delayed 1 month for each month added to the contract's term.

**BT8.22 Termination for Catastrophe.** In event of Catastrophic Damage, this contract may be modified under BT8.32, following rate redetermination under BT3.32, or terminated under this Subsection. Such termination shall not be considered a termination under BT8.34.

**BT8.221 Termination by Purchaser.** This contract shall be terminated, upon election and written notice by Purchaser, if Catastrophic Damage rate redetermination under BT3.32 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.

**BT8.222 Termination by Forest Service.** This contract may be terminated by written notice from Contracting Officer, if there is Catastrophic Damage and Purchaser does not agree, under BT8.32, within 30 days of receipt from Contracting Officer of contract modifications proposed to permit the harvest of the catastrophe-affected timber.

**BT8.23 Contract Term Extension.** "Contract Term Extension" means an extension of the term of this contract, at the request of Purchaser, under this Subsection. This Subsection does not obligate Contracting Officer to grant Contract Term 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.

In consideration for granting an extension, Purchaser shall pay the Government for Purchaser's failure to cut and remove timber meeting Utilization Standards prior to Contract Term Extension, an amount that shall be the total of the costs to the Government resulting from the delay in harvest of Included Timber. Such costs will be determined by Forest Service and shall include, but not be limited to, the following:

(a) Interest at the Current Value of Funds Rate established by the Secretary of the Treasury, on Current Contract Value of timber remaining on Sale Area, less the credit balance of any deposit made pursuant to BT4.213, as of the original Termination Date, or as adjusted pursuant to BT8.21 or BT8.212, until the midpoint of the extension period;

(b) Increased costs of regeneration, including nursery stock loss, carryover, or replacement costs; and

(c) Costs of remarking timber on Sale Area, reestablishing cutting unit boundaries, and/or remarking areas requiring protection on Sale Area.

**BT8.231 Conditions for Contract Term Extension.** Contracting Officer may grant Purchaser's written request for Contract Term Extension, if Purchaser has met all of the following conditions at time of Purchaser's request:

(a) At least 75 percent of estimated quantity in AT2 has been cut and removed from Sale Area.

(b) Specified Roads needed by Purchaser for removal of all Included Timber, in accordance with the approved Plan of Operations submitted pursuant to

BT6.311, were constructed and accepted by Forest Service prior to the applicable road completion date shown in CT5.13.

(c) Purchaser's Operations to date have been in reasonable compliance with contract terms and the approved Plan of Operations under BT6.311.

(d) All contractual requirements have been met by Purchaser and accepted by Forest Service on area cut over at time of Purchaser's request, except for areas where logging is in progress at time of Purchaser's request. Purchaser'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.

(e) Any payment required under BT4.213 has been made.

Contract Term Extension shall not become effective, unless payments required by BT8.23 have been paid and the initial Extension Deposit required by BT4.217 has been made by the effective date of any extension.

**BT8.3 Contract Modification.** The conditions of this timber sale are completely set forth in this contract. Except as provided in BT8.32 and BT8.33, 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.

**BT8.31 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 Sale 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 Timber Sale Account.

**BT8.32 Modification for Catastrophe.** In event of Catastrophic Damage, Forest Service, in consultation with Purchaser, shall outline on Sale 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 Sale Area.

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

After Sale Area Map has been outlined under this Subsection, Forest Service may propose contract modification to permit the harvest of catastrophe-affected timber. If Purchaser accepts Forest Service proposed modifications, this contract shall be modified to include rates redetermined under BT3.32 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.

**BT8.33 Contract Suspension and Modification.** (a) Contracting Officer may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding BT8.3, 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 order is required by a court order or this contract is named in such a proceeding.

(b) In the event of an order delaying or interrupting Purchaser's Operations under this Subsection, Purchaser'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,

(iv) temporary reduction of downpayment,

(v) temporary credit for unamortized Specified Road construction cost, and

(vi) temporary bond reduction.

However, the foregoing remedies shall be available only to the extent that the Contracting Officer's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

(c) In cases of modification under this Subsection, Purchaser shall only receive a rate redetermination pursuant to BT3.31. However, if there is an order delaying or suspending operations in addition to a modification, then Purchaser shall also be entitled to the remedies provided under BT8.33(b) for such delay or suspension.

(d) Remedies awarded to the Purchaser shall not be duplicative, and Contracting Officer shall have the right to structure remedies provided herein to avoid duplicative compensation.

(e) Purchaser agrees that this Subsection, and the remedies provided herein shall apply regardless of any finding by any court or administrative body that the Forest Service failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale. However, nothing in this Subsection precludes Purchaser from exercising rights under the Contract Disputes Act.

**BT8.34 Contract Termination.** This contract may be terminated, in whole or in part, by Forest Service or Purchaser, as provided in Items BT8.341 and BT8.342, respectively. In the event of any such termination, Purchaser shall be entitled to the applicable remedies, subject to the limitation upon duplicative compensation

set forth in BT8.33(d). Purchaser agrees that this Subsection, and the remedies contained in the following Items shall apply regardless of any finding by any court or administrative body that the Forest Service failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale. However, nothing in this Subsection precludes Purchaser from exercising rights under the Contract Disputes Act.

**BT8.341 Termination by Forest Service.** (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 BT8.33.

(b) Purchaser's compensation for termination of this contract under this Item shall be:

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

(ii) reimbursement for Out-of-Pocket Expenses, and

(iii) replacement timber under subparagraph (c), and/or liquidated damages under subparagraph (d); provided that liquidated damages shall be available if, and only if, after good faith efforts, the Parties (1) cannot locate replacement timber or agree upon the applicable stumpage price, or (2) the volume of deleted timber exceeds the volume of any replacement timber.

(c) Subject to applicable laws, regulations and policies, Forest Service and Purchaser shall make good faith efforts to identify replacement timber of similar volume, quality, access, and topography within Sale Area. If suitable replacement timber cannot be located within Sale Area, the parties shall expand the search to the National Forest in which the Sale Area is located. Stumpage price shall be adjusted under BT3.31 to account for differences between replacement timber and deleted timber. If Forest Service and Purchaser agree upon suitable replacement timber and the applicable stumpage price, then this contract shall not terminate and instead shall be modified pursuant to 36 CFR 223.85(c) and shall remain in force with respect to such replacement timber and, in the case of partial termination, any remaining Included Timber. If the parties cannot agree on suitable replacement timber or the applicable stumpage price of such timber, either party may end the search and Purchaser shall be compensated under subparagraph (d).

(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 the Contracting Officer as of Termination Date, using Forest Service methods in use as of the Termination Date.

(e) In any instance of partial termination, in which the Forest Service deletes one or more cutting units from the Sale Area, Purchaser's sole and exclusive remedy with regard to remaining units shall be a rate redetermination pursuant to BT3.31. Purchaser shall be required to complete Contract Operations with regard to remaining units and any obligations pertaining to cessation of operations on deleted units, including without limit erosion control, brush disposal, and road maintenance. If Purchaser fails to fulfill any such duty or obligation, then Contracting Officer may make deductions from compensation due Purchaser, including without limit costs and expenses of completing such work.

**BT8.342 Termination by Purchaser**. (a) Purchaser may, by written notice, terminate this Contract, in whole or in part, as described herein,

(i) in the event of an order delaying or interrupting its operations pursuant to BT8.33, or

(ii) in the event of an order modifying this Contract pursuant to BT8.33, if Purchaser decides to reject the terms of the modification prior to its acceptance. Purchaser shall have the right to terminate this Contract in whole only when the Contracting Officer's order under BT8.33 applies to all cutting units within the Sale Area. When the order affects only a portion of the cutting units, Purchaser shall have the right to terminate this Contract in part, by deleting one or more of the units covered by the Contracting Officer's order. The foregoing right of termination, in whole or in part, shall not exist when the delay, interruption, or modification arises from wind, flood, landslide, fire, forest pest epidemic, or other major natural phenomenon.

(b) Purchaser's compensation for termination of this Contract, in whole or in part, under this Item shall be:

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

(ii) reimbursement for Out-of-Pocket Expenses, and

(iii) if the duration of the delay or interruption exceeds either six months of Normal Operating Season time, or one calendar year from the date of the order, then: replacement timber as provided under (c) and/or liquidated damages under (d); provided that liquidated damages shall be available if, and only if, after good faith efforts, the Parties (1) cannot locate replacement timber or agree upon the applicable stumpage price, or (2) the volume of deleted timber exceeds the volume of any replacement timber.

(c) Subject to applicable laws, regulations and policies, Forest Service and Purchaser shall make good faith efforts to identify replacement timber of similar volume, quality, access, and topography within Sale Area. If suitable replacement timber cannot be located within Sale Area, the parties shall expand the search to the National Forest in which the Sale Area is located. Stumpage price shall be adjusted under BT3.31 to account for differences between replacement timber and deleted timber. If Forest Service and Purchaser agree upon suitable replacement timber and the applicable stumpage price, then this contract shall not terminate and instead shall be modified pursuant to 36 CFR 223.85(c) and shall remain in force with respect to such replacement timber and, in the case of partial termination, any remaining Included Timber. If the parties cannot agree on suitable replacement timber or the applicable stumpage price of such timber, either party may end the

search and Purchaser shall be compensated under subparagraph (d).

(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 the Contracting Officer as of Termination Date, using Forest Service methods in use as of the Termination Date.

(e) In any instance of partial termination, in which Purchaser deletes one or more cutting units from Sale Area, Purchaser's sole and exclusive remedy with regard to remaining units shall be a rate redetermination pursuant to BT3.31. Purchaser shall be required to complete Contract Operations with regard to remaining units and any obligations pertaining to cessation of operations on deleted units, including without limit, erosion control, brush disposal, and road maintenance. If Purchaser fails to fulfill any such duty or obligation, then Contracting Officer may make deductions from compensation due Purchaser, including without limit costs and expenses of completing such work.

**BT8.35 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 BT8.33 or BT8.34. An expenditure is "Unrecovered" within the meaning of this Subsection when Purchaser did not gain the benefit of its expenditure because Contract operations were not permitted. In determining whether an expenditure is "Unrecovered," Contracting Officer shall not conclude that an award of liquidated damages constitutes the benefit of that expenditure.

(a) Out-of-Pocket Expenses shall not include, in particular and without limitation, any of the following:

(i) attorneys fees;

(ii) costs and expenses of operating a saw mill or other processing facility;

(iii) expectancy damages; and,

(iv) anticipatory profits.

(b) Forest Service shall reimburse Purchaser for only the following Out-of-Pocket Expenses:

(i) Out-of-Pocket Expenses for maintenance of the timber sale 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;

(ii) 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 Purchaser;

(iii) Out-of-Pocket Expenses for the lesser of move-out and move-in or leaving equipment and/or logging camps on site, if the Purchaser and Contracting Officer have agreed to leave equipment and/or logging camps on site in lieu of move-out and move-in;

(iv) Out-of-Pocket Expenses for felling, bucking, lopping, skidding, yarding, and decking any products so processed, but not removed from Sale Area because: (1) the sale was terminated, or (2) the products no longer meet Utilization Standards because of delay or interruption;

(v) If terminated, in whole or in part, Out-of-Pocket Expenses for unamortized Temporary Roads, road maintenance, dust abatement and improvements authorized under B6.2;

(vi) 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

(vii) If terminated, in whole or in part, Out-of-Pocket Expenses for bid preparation, including review of sale offering.

(c) Purchaser shall submit documentation of claimed expenditures, including those actually paid and those for which the Purchaser has a legal obligation to pay but has not yet paid, and supporting analysis to Contracting Officer to assist in Contracting Officer's calculation of reimbursement. Contracting Officer shall determine the amount of reimbursement under this Subsection using information from Purchaser and/or Forest Service methods in use on the date that operations were delayed, interrupted, or terminated. Purchaser's failure to substantiate any claimed Out-of-Pocket Expense may constitute grounds for Contracting Officer's denial of reimbursement.

(d) Purchaser shall make reasonable efforts to minimize its Out-of-Pocket Expenses.

**BT8.36 Termination for Market Change.** a) In the event of delay or interruption under BT8.33, exceeding 90 days, and Contract has not been modified to include replacement timber, this contract may be terminated upon election and written notice by Purchaser, if (i) a rate redetermination for market change under BT3.33 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 the weighted average Current Contract Rate, or (ii) the appraised value of the remaining timber is insufficient to cover the adjusted base rates as determined under BT3.33.

(b) Prior to termination under this Subsection, Purchaser shall complete all obligations on areas not affected by the delay or interruption.

(c) Damages caused by termination of contract under this Subsection will be limited to Out-of-Pocket Expenses.

**BT8.4 Performance by Other than Purchaser.** The acquisition or assumption by another party, under an agreement with Purchaser, of any right or obligation of Purchaser 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 Purchaser of the responsibilities or liabilities Purchaser has assumed hereunder or

(b) Be given unless such other party:

(i) Is acceptable to Forest Service as a Purchaser 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.

**BT8.5 Sale of Other Materials.** Forest Service reserves the right to sell from Sale 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 Purchaser's Operations. Purchaser shall not be obligated to do any work made necessary by the action of others.

**BT8.6 Provisions Required by Statute.**

**BT8.61 Covenant against Contingent Fees.** Purchaser 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 Purchaser 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 Purchaser to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**BT8.62 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).

**BT8.63 Nondiscrimination in Employment.** If the total value of this contract is in excess of $10,000, Purchaser agrees during its performance as follows:

(a) Purchaser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Purchaser 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. Purchaser 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) Purchaser will, in all solicitations or advertisements for employees placed by or on behalf of Purchaser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Purchaser will send to each labor union or representative of workers with which Purchaser 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 Purchaser's commitments under this Subsection, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Purchaser 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) Purchaser 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 Purchaser'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 Purchaser 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) Purchaser 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. Purchaser 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 Purchaser becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by Forest Service, Purchaser may request the United States to enter into such litigation to protect the interests of the United States.

**BT8.64 Debarment and Suspension Certification.** Pursuant to 7 CFR Part 3017, Purchaser 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.

Purchaser 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 timber sales, unless Purchaser knows that the certification is erroneous.

Purchaser shall keep the certifications of its Subcontractors on file until timber sale 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 Purchaser is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If Purchaser knowingly enters into a timber sale 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 timber sales, in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

The Subcontractor for a timber sale shall complete a "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion." An example of this certification is shown following the instructions for page 101 of this contract.

**BT8.65 Contract Consistency With Other Laws.** The contract shall govern if State and local environmental quality laws conflict with or preclude performance of contractual requirements.

## BT9.0—PERFORMANCE AND SETTLEMENT

**BT9.1 Performance Bond.** As a further guarantee of the faithful performance of the provisions of this contract, Purchaser delivers herewith and agrees to maintain a surety bond in the dollar amount stated in AT14, unless the amount is adjusted as provided in BT9.11 or BT9.13. In lieu of surety bond, Purchaser may deposit into a Federal Depository, as directed by Forest Service under BT4.21, and maintain therein, cash in the dollar amount stated in AT14 or negotiable securities of the United States having market value at time of deposit of not less than the dollar amount stated in AT14.

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, Purchaser shall, within 30 days of receipt of demand, furnish a new bond with surety satisfactory to Forest Service.

**BT9.11 Bond Reduction.** Upon Purchaser's written request, Contracting Officer shall redetermine the amount of Purchaser's performance bond to an amount not less than Purchaser's remaining obligations, including the value of Included Timber remaining on Sale Area, plus the estimated cost of uncompleted work required of Purchaser and any unpaid billings due on the timber sale. Contracting Officer shall provide written notice of the redetermined amount to Purchaser and to Purchaser's surety. Similarly, Contracting Officer shall report to Purchaser 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 Purchaser, subject to the conditions in BT9.5.

**BT9.12 Letters of Credit.** Notwithstanding the provisions of BT9.1, 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.

**BT9.13 Temporary Bond Reduction.** When, under BT8.33, Contracting Officer orders a delay or interruption of Purchaser's Operations for more than 30 days when scheduled operations would be occurring but for the order, the performance bond amount required shall be temporarily reduced upon the written request of Purchaser 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 Purchaser and any unpaid billings due on the timber sale.

Upon Purchaser's receipt of written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Purchaser shall restore the performance bond to the full amount shown in AT14 within 15 days. Purchaser shall not resume contract operations until the performance bond amount is fully restored.

**BT9.2 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 Purchaser shall be made in writing and submitted to Contracting Officer for decision. A Claim by the Government against Purchaser shall be subject to a decision by Contracting Officer.

For Purchaser Claims of more than $100,000, Purchaser 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 Purchaser's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which Purchaser believes the Government is liable. Purchaser, if an individual, shall execute the certification. When Purchaser is not an individual, the certification shall be executed by a senior company official in charge at Purchaser's plant or location involved or by an officer or general partner of Purchaser having overall responsibility for the conduct of Purchaser's affairs.

For Purchaser Claims of $100,000 or less, Contracting Officer must render a decision within 60 days. For Purchaser Claims in excess of $100,000, Contracting Of-

ficer must decide the Claim within 60 days or notify Purchaser of the date when the decision will be made.

Contracting Officer's decision shall be final unless Purchaser 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 Purchaser'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 Purchaser arising under the contract, Purchaser shall proceed diligently with the performance of the contract in accordance with Contracting Officer's decision.

**BT9.21 Time Limits for Submission of Claim.** Failure by Purchaser 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. Purchaser shall file such Claim within the following time limits:

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

(c) For Payment Units and cutting units, Purchaser must file any Claim not later than 60 days after receipt of Forest Service written notification that Payment Unit has been accepted; and

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

**BT9.22 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 (CT)

(b) Sale Area Map

(c) Specific Conditions (AT) and Schedule of Items

(d) Standard Provisions (BT)

(e) Special project specifications

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

(g) Agreements between Purchaser 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

**BT9.3 Breach.** In event Purchaser breaches any of the material provisions of this contract, Forest Service shall give Purchaser 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 Purchaser's Operations. Such notice of breach and notice to suspend Purchaser'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 BT6.1, such oral suspension notice may be given to Purchaser'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 Purchaser.

Suspension under this Section shall not entitle Purchaser to any remedies arising under BT8.33.

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, Purchaser shall remedy the breach as follows:

(a) If remedying such breach requires on-the-ground action by Purchaser, Purchaser 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 Purchaser, such breach shall be remedied within 30 days.

**BT9.31 Termination for Breach.** Contracting Officer, with the concurrence of the Regional Forester, may terminate this contract for breach in the event Purchaser:

(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 Purchaser; 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 BT6.01;

(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 BT9.3, 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 BT9.3.

Damages due the United States for termination under this Subsection shall be determined pursuant to BT9.4.

**BT9.4 Damages for Failure to Cut or Termination for Breach.** (a) In event of Purchaser's failure to cut designated timber on portions of Sale Area by Termination Date or termination for breach under BT9.31, Forest Service shall appraise remaining Included Timber, unless termination is under BT8.22 or BT8.34. Such appraisal shall be made with the standard Forest Service method in use at time of termination.

(b) If the sale is resold, damages due shall be the amount by which Current Contract Value, plus costs described in paragraph (d) of this Section, exceeds the resale value at new Bid Rates.

(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 exceeds the value determined by appraisal, plus costs described in paragraph (d) of this Section.

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

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

(ii) If Purchaser has failed to cut individual trees in the portions of Sale Area cut over and there is no resale of such individual trees, Purchaser 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 BT6.4.

(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 Purchaser's failure to harvest Included Timber by Termination Date.

**BT9.5 Settlement.** If obligations of Purchaser have not been fully discharged by Termination Date, any money advanced or deposited hereunder shall be retained and applied toward unfulfilled obligations of Purchaser without prejudice to any other rights or remedies of Forest Service. Such funds may be treated as cooperative deposits under BT4.218 for uncompleted work 30 days after receipt of written notice from Contracting Officer to Purchaser of work to be done and Purchaser's failure to deny the obligation or to do the work.

**BT9.6 Contract Closure.** Contracting Officer shall give appropriate written notice to Purchaser when Purchaser has complied with the terms of this contract. Purchaser shall be paid refunds due from Timber Sale Account under BT4.24 and excess cooperative deposits under BT4.218.

# DIVISION CT

## Special Provisions

In accordance with AT19, the Sections, Subsections, and Items therein listed are attached and made a part hereof. The material is indexed by the numbering system used in Division BT. The numbers after the CT (that identifies material in this Division) indicates the Part, Section, Subsection, or Item of Division BT that is being supplemented or modified by each particular provision included in this Division.

CT2.11# - TIMBER SUBJECT TO AGREEMENT *(06/1972)*

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

| Species | Product |
|---|---|
| **Miscellaneous** | **Grn Bio Cv** |

that shall be Included Timber upon written agreement.

CT2.3# - RESERVE TREES *(04/2004)*

Notwithstanding the designations for cutting under BT2.31, BT2.32, BT2.33, or BT2.34, live or dead **genetic** reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Such Reserve trees are identified by **an orange band above and below stump height and a metal tag** and shall be protected in accordance with CT6.32#. Units with reserve trees are shown on the Sale Area Map.

CT2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION *(06/2010)*

All **trees marked with blue paint above and below stump height** which meet the minimum tree diameter stated in AT2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with BT2.37.

Leave trees, Marked with **orange paint** , or identified by **NA** are not to be cut, unless designated by the Forest Service.

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

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

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

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

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

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

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

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

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

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

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

(i) Slash disposal and road maintenance deposits;

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

(iii) Damages pursuant to BT9.4;

(iv) Road use fees;

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

(vi) Periodic payments pursuant to BT4.213;

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

(viii) Other mandatory deposits.

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

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

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

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

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

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

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

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

(ii) Purchaser files and prosecutes a timely Claim.

CT5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION *(06/2008)*

In addition to the requirements of BT5.1 and BT6.63, Purchaser 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 Sale Area Map shall be in accordance with the attached plans or criteria.

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

PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)
**See Table on following page.**

CT5.11# - LAND USE AGREEMENTS *(07/2001)*

Purchaser shall adhere to all requirements and stipulations contained in the agreement(s) in the attached table:

**See the attached table for agreement(s)**

PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008).

**LANDINGS**

Landings will not be constructed in Riparian Reserves unless other practicable locations outside the Riparian Reserve are not available. If landings are constructed in Riparian Reserves, suitable erosion control measures such as silt fences or other retention methods will be installed prior to landing construction and will remain in place during the harvest operations.

**TEMPORARY ROADS**

In addition to the erosion control and stabilization requirements of BT6.63, the following temporary roads constructed pursuant to BT5.1 shall be effectively closed after Purchaser's use to preclude further vehicular use along the entire length of road. The Purchaser shall, unless otherwise agreed, use the following road closure methods.

SCHEDULE PURSUANT TO CT5.1# (OPTION 1) - ROAD CLOSURE REQUIREMENTS FOR TEMPORARY ROADS (06/2008)

| Road Description | Closure Method |
|---|---|
| All Temporary Roads | Decommission according to the following specifications: |

Work Description - The work shall consist of decommissioning roads and landings and restoring drainage facilities to the original hydrological function. Specific work activities are listed below.

Contractor supplied equipment and materials - Contractor is responsible for providing equipment (minimum of excavator type with thumb or clamshell bucket) and qualified operators capable of performing the following work activities.

The Forest Service must first authorize all work. No acceptance will be made for work that is not first authorized by the Forest Service. Work must be completed to a standard sufficient to meet objectives before acceptance will be made.

Specific Work Activities

1. Clearing and Slash Treatment - Clearing of trees and slash may be necessary. The work shall consist of removing vegetation from fill slope, road surface, ditch lines and back slope as necessary prior to decompaction of the road surface and excavation and placement of excavated material. When clearing is needed, it shall be accomplished as follows:
   a. Unless otherwise agreed to, the materials generated will not need to be limbed and lopped.
   b. Clearing slash shall be scattered on disturbed areas and shall not be incorporated in embankment material unless otherwise agreed to by the Forest Service.

PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) cont. .
TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008). ***continued***

c. Materials shall be positioned in a stable position to prevent rolling.
d. Generated materials that create such a deep or thick mat that they will prevent seeding, ripping, or other ground surface treatments called for shall be further scattered or moved off disturbed areas.

2. Drainage - The work shall consist of filling and removing ditches and shaping the road surface to drain. Eliminate all ruts and low spots that could hold water.

3. Decompaction - The work shall consist of using an excavator to loosen 100% of the soil across the entire width of the existing roadbed or landing surface area to a minimum depth of 18 inches. Equipment shall not be operated on decompacted areas.

4. Removal of Culverts - The work involves removing all culverts or drainage structures and associated fills. Channels, following removal of drainage structures, shall be reshaped. Excavation limits shall be as follows:
a. The width of the excavated channel shall match the width of the natural stream valley or channel, whichever is wider.
b. The elevation of the excavated channel shall approximate the average channel gradient of the natural stream upstream and downstream of the site.
c. Stream banks shall be sloped to match the natural stream bank contours adjacent to the site upstream and downstream. Rocks over 12 inches may be placed along edges of channel for erosion control, but shall not narrow the required width of the channel. Finish slopes to provide gradual transitions in slope adjustments without noticeable breaks.

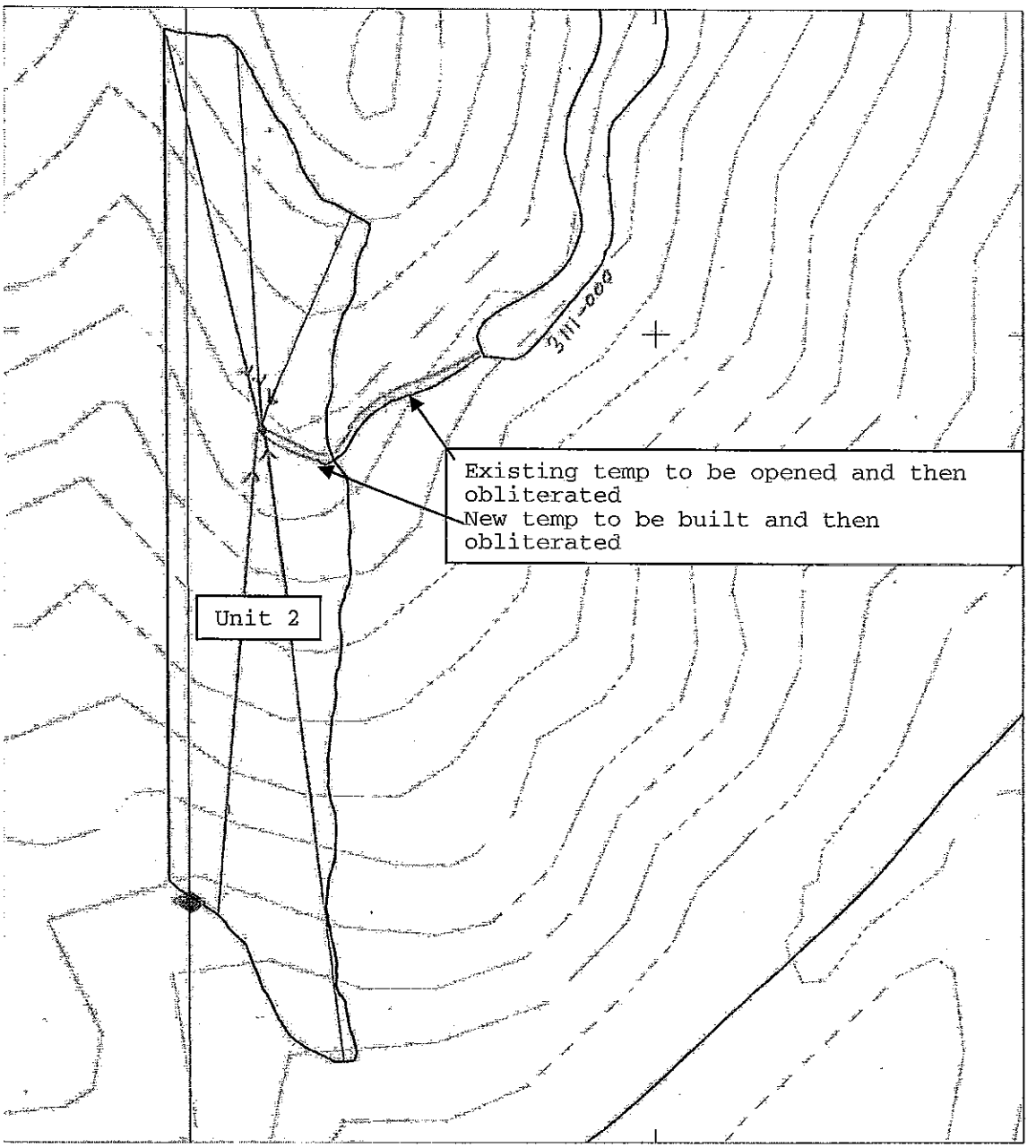
5. Waste Areas - Excavated material shall be placed on cut sections of the road prism against back slopes along the roadbed near the excavation area unless otherwise agreed to. Waste areas shall be treated as follows:
a. Any road segment or surface area where embankment is to be placed shall be decompacted prior to placement.
b. Excavated material shall be shaped to drain in a manner that precludes sediment from entering the stream and left in an uncompacted condition.
c. Keep excavated material within the original construction limits.

6. Disposal of Culverts - All removed culverts shall become property of the Contractor and shall be removed from Government land.

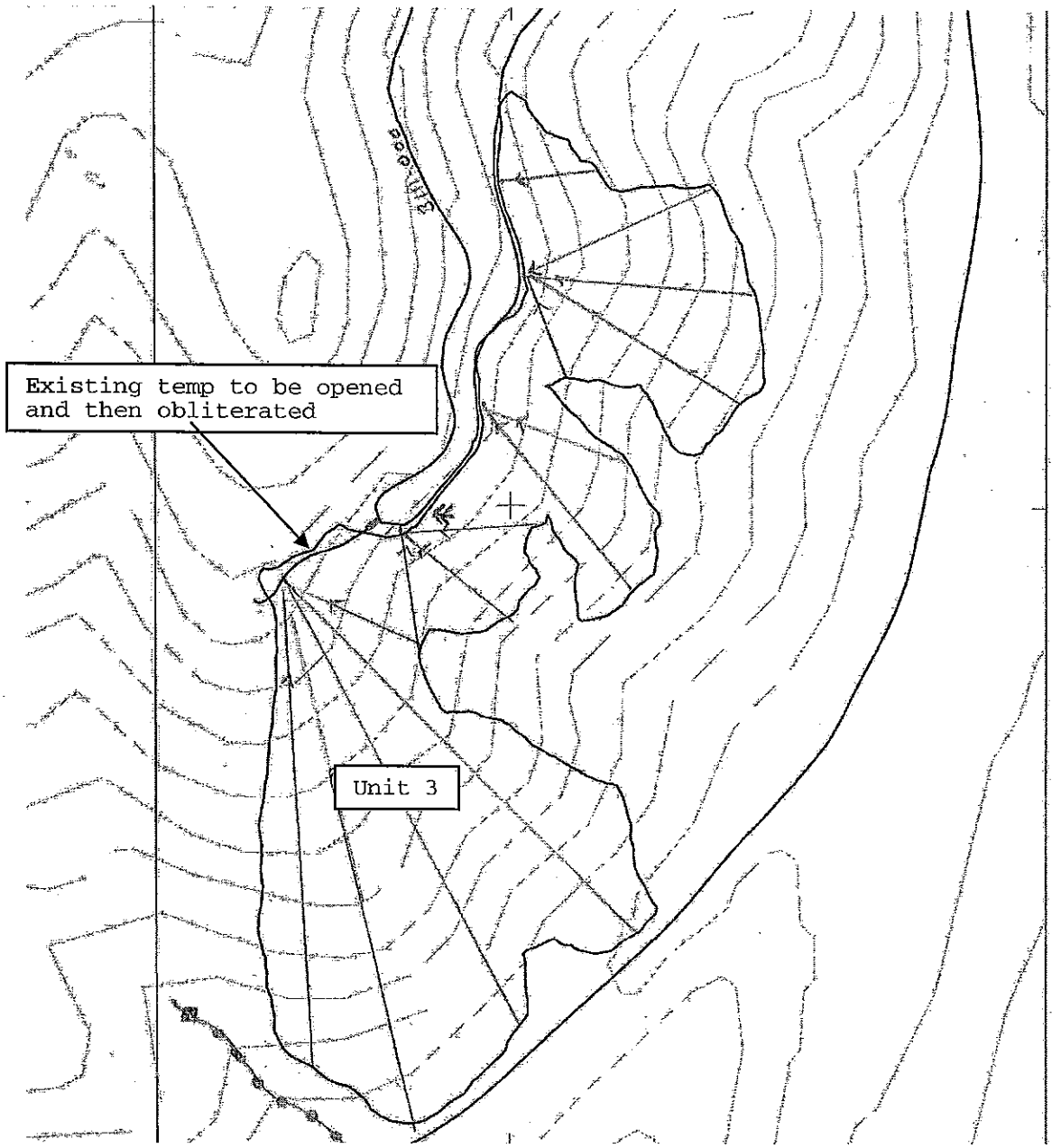
7. Road Closure Barriers - Road Closure Barriers shall be constructed at locations specified by Forest Service. Cover at least 100 ft. of the decompacted road surface beyond the barrier with slash and cleared material to screen the decommissioned road.

8. Seeding - Seed shall be applied to all areas disturbed under this contract and on any other areas specified in accordance with CT6.6#

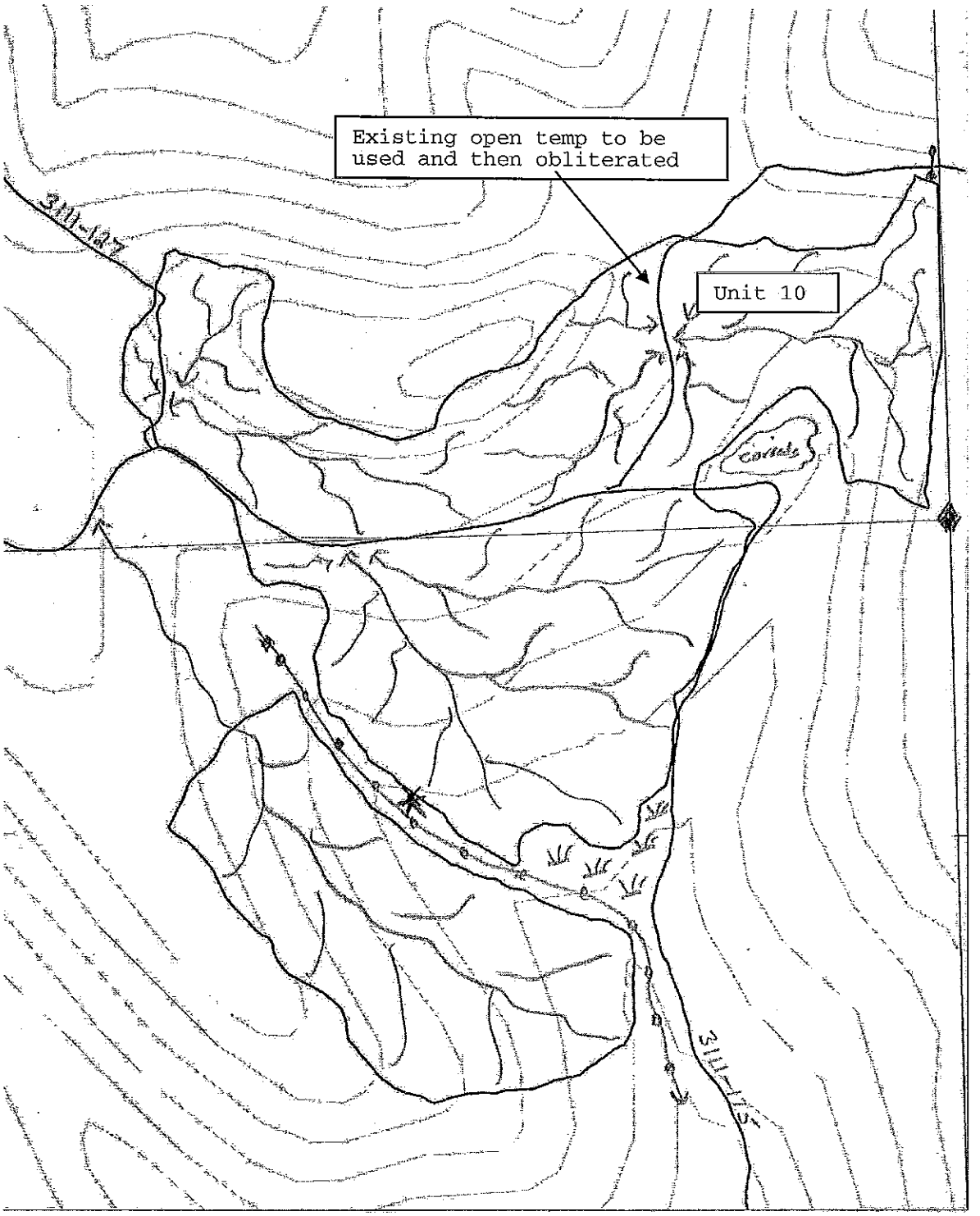
PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) cont. .
TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008). ***continued***



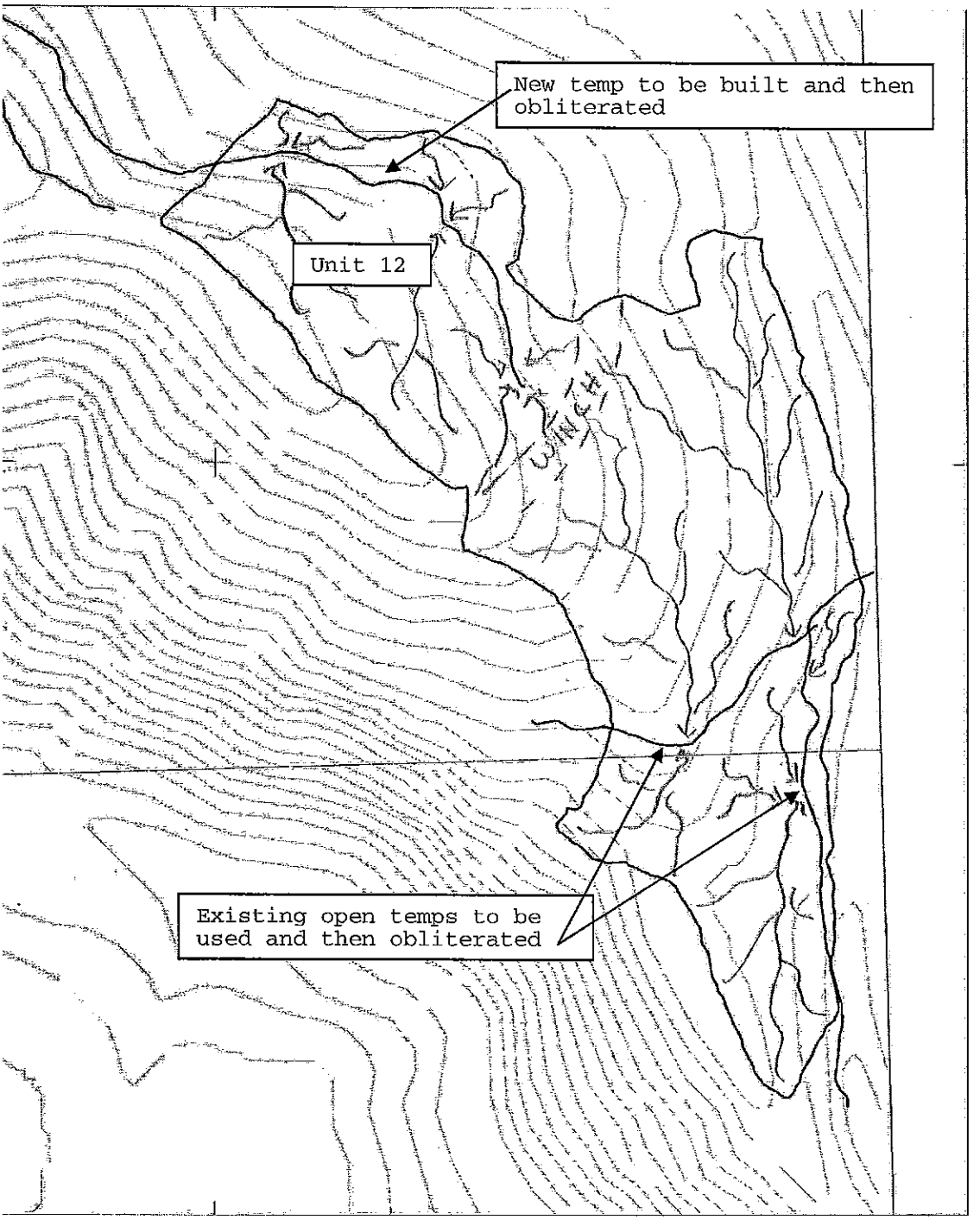
PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) cont. .
TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008). ***continued***



PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) cont. .
TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008). ***continued***



PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) cont. .
TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008). ***continued***



PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) cont. .
TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008). ***continued***

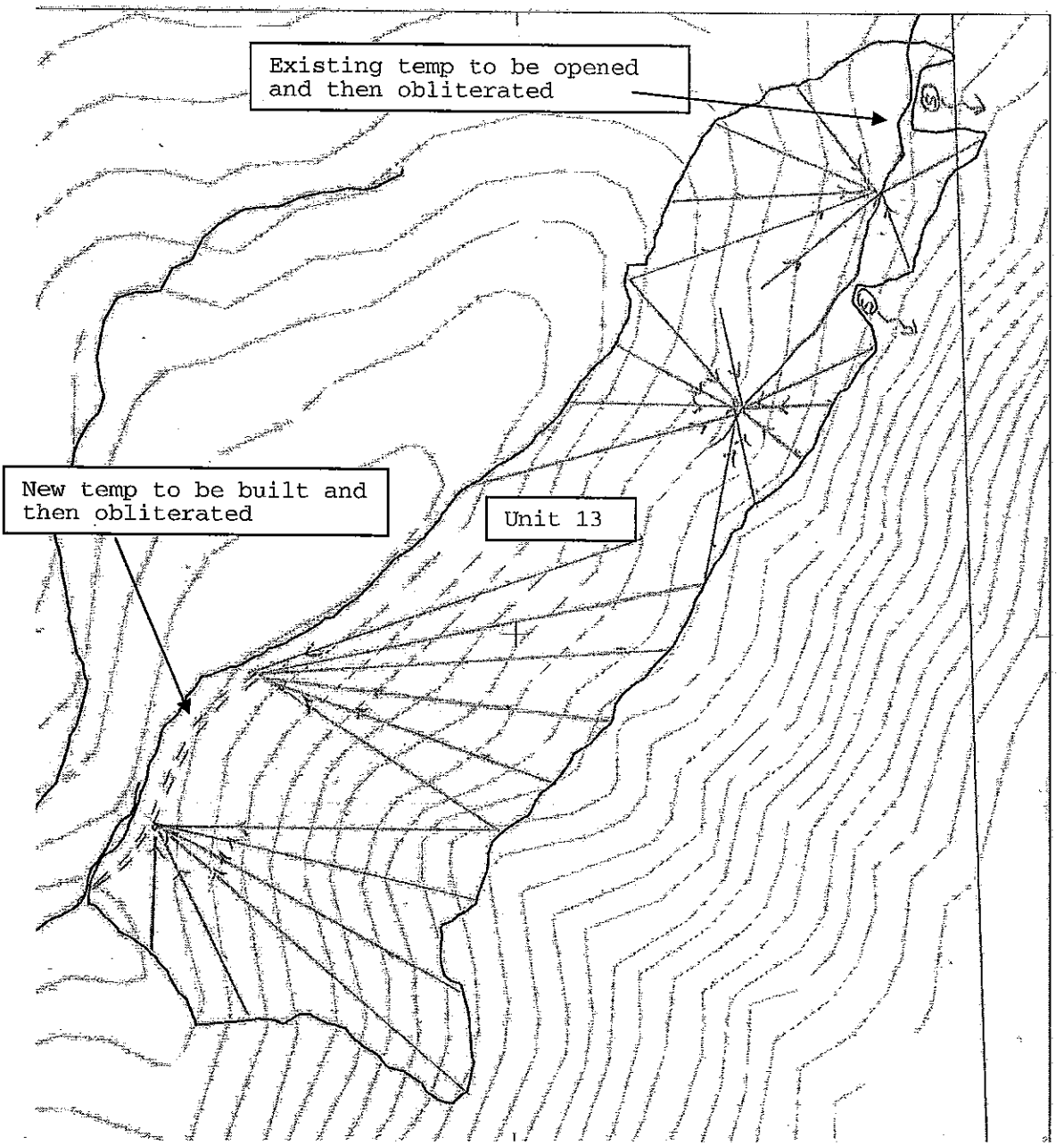


TABLE PURSUANT TO CT5.11# - LAND USE AGREEMENTS (07/2001)

| Type of Agreement | Grantor | Purpose |
|---|---|---|
| Permit | DNR | Use of road 3100-000 Manastash Road for log hauling. |

CT5.12# - USE OF ROADS BY PURCHASER *(06/1999)*

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

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

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

**See Restricted Road List Table.**

TABLE A PURSUANT TO CT5.12# - USE OF ROADS BY PURCHASER (06/1999)

Restricted Road List

| Road Number | Road Name | Termini | | Map Legend | Description of Restrictions |
|---|---|---|---|---|---|
| | | From | To | | |
| | All Sale Roads | | | R | Hauling operations are not permitted from 5 PM Friday through 5 AM Monday. No hauling on Saturdays, Sundays, New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. |
| | | | | | |

Title and Date of Governing Road Rules Document:

| | |
|---|---|
| Wenatchee National Forest Road Use Rules | July 1, 2010 |
| Commercial Road Rules | Effective Date |

CT5.13# - ROAD COMPLETION DATE *(04/2004)*

Construction of Specified Roads shall be completed no later than 03/31/2017 ; except for earlier construction completion dates for roads listed below:

| Road Number | Road Name | Station From | Station To | Completion Date |
|---|---|---|---|---|
| N/A | | | | |

Completion date is binding on the party that constructs road, whether Purchaser or Forest Service. Contracting Officer shall modify the completion date in writing to conform to the approved Plan of Operations under BT6.311 at the request of Purchaser.

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

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Purchaser may request a rate redetermination under BT3.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Sale Area after the effective date of the rate redetermination.

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

When Purchaser constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Purchaser desires to construct an alternate facility under BT5.26, Forest Service and Purchaser shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

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

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

(a) Purchaser constructs Specified Roads and Forest Service furnishes Purchaser with written no-tice of acceptance under BT6.36 or

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

Notwithstanding BT5.1, Purchaser shall not use a road that Purchaser has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Purchaser with written notice authorizing use of road.

CT5.213# - DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES *(04/2004)*

Purchaser shall make a cash deposit for engineering services (preconstruction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Purchaser's use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Purchaser for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is $6,396.00 . Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to BT4.4.

The amount of the required deposit will be shown as an associated charge on Purchaser's Timber Sale Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

The deposit for reconstruction related engineering services shall be commensurate with project need and Purchaser's road use. Forest Service shall complete reconstruction related engineering services on the following schedule unless a different completion schedule is agreed in writing:

| Road or Facility No. | Termini From | Termini To | Engineering Services Completion Date |
|---|---|---|---|
| N/A | | | |

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

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

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

**See Contract Road Maintenance Requirements Summary Table.**

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

**Contract Road Maintenance Requirements Summary**

| Road | Termini | | Miles | Applicable Pre-haul Road Maintenance Specifications | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | From | To | | T-803 | T-811 | T-812 | T-831 | T-834 | T-835 | T-836 | T-838 | T-839 | T-841 | T-842 | T-891 |
| 3100000 | End of County Rd. 95301 | Jct. w/3111000 | 11.40 | | | | P | P | | | | | | | |
| 3111000 | Jct. w/3100000 | Jct. w/3111115 | 3.73 | | | | P | P | | | | | | | |
| 3111115 | Jct. w/3111000 | SE corner Unit 12 | 3.17 | | | | P | P | | | | | | | |
| 3111117 | Jct. w/3111115 | SE corner Unit 9 | 3.53 | | | | P | P | | | | | | | |
| 3111127 | Jct. w/3111115 | NW corner Unit B3 | 0.07 | | | | | | | | | P | | | |
| 3111129 | Jct. w/3111117 | Jct. w/3111131 | 0.29 | | | | P | P | | | P | | | | |
| 3111129 | Jct. w/3111131 | End of road | 0.26 | | | | P | P | | | P | | | | |
| 3111131 | Jct. w/3111129 | End of 1st recon. segment | 0.04 | | | | | | | | | | | | |
| 3111131 | End of 1st recon. segment | Beg. of 2nd recon. segment | 0.26 | | | | | | | | P | | | P | |
| 3111131 | Beg. of 2nd recon. segment | End of road | 0.18 | | | | | | | | | | | | |
| 3111635 | Jct. w/3111117 | End of road | 0.16 | | | | | | | | | P | | | |

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

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

**Contract Road Maintenance Requirements Summary**

| Road | Termini | | Miles | Applicable During-haul Road Maintenance Specifications | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | From | To | | T-803 | T-811 | T-812 | T-831 | T-834 | T-835 | T-836 | T-838 | T-839 | T-841 | T-842 | T-891 |
| 3100000 | End of County Rd. 95301 | Jct. w/3111000 | 11.40 | P | P | P | P | P | | | | | | | P |
| 3111000 | Jct. w/3100000 | Jct. w/3111115 | 3.73 | P | P | P | P | P | | | | | | | P |
| 3111115 | Jct. w/3111000 | SE corner Unit 12 | 3.17 | P | P | P | P | P | | P | | | | | P |
| 3111117 | Jct. w/3111115 | SE corner Unit 9 | 3.53 | P | | | P | P | | P | | | | | |
| 3111127 | Jct. w/3111115 | NW corner Unit B3 | 0.07 | | | | | | | | | P | | | |
| 3111129 | Jct. w/3111117 | Jct. w/3111131 | 0.29 | P | | | P | P | | | P | | | | |
| 3111129 | Jct. w/3111131 | End of road | 0.26 | | | | P | P | | | P | | | | |
| 3111131 | Jct. w/3111129 | End of 1st recon. segment | 0.04 | P | | | | | | | P | | | | |
| 3111131 | End of 1st recon. segment | Beg. of 2nd recon. segment | 0.26 | P | | | | | | | P | | | | |
| 3111131 | Beg. of 2nd recon. segment | End of road | 0.18 | P | | | | | | | P | | | | |
| 3111635 | Jct. w/3111117 | End of road | 0.16 | P | | | | | | | | P | | | |

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

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

**Contract Road Maintenance Requirements Summary**

| Road | Termini | | Miles | Applicable Post-haul Road Maintenance Specifications | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | From | To | | T-803 | T-811 | T-812 | T-831 | T-834 | T-835 | T-836 | T-838 | T-839 | T-841 | T-842 | T-891 |
| 3100000 | End of County Rd. 95301 | Jct. w/3111000 | 11.40 | | P | | P | P | | | | | | | |
| 3111000 | Jct. w/3100000 | Jct. w/3111115 | 3.73 | | P | | P | P | | | | | | | |
| 3111115 | Jct. w/3111000 | SE corner Unit 12 | 3.17 | | P | | P | P | | P | | | | | |
| 3111117 | Jct. w/3111115 | SE corner Unit 9 | 3.53 | | | | P | P | | P | | | | | |
| 3111127 | Jct. w/3111115 | NW corner Unit B3 | 0.07 | | | | | | P | | | P | P | | |
| 3111129 | Jct. w/3111117 | Jct. w/3111131 | 0.29 | | | | P | P | | | P | | | | |
| 3111129 | Jct. w/3111131 | End of road | 0.26 | | | | P | P | | | P | | | | |
| 3111131 | Jct. w/3111129 | End of 1st recon. segment | 0.04 | | | | | | | | P | | | | |
| 3111131 | End of 1st recon. segment | Beg. of 2nd recon. segment | 0.26 | | | | | | | | P | | | | |
| 3111131 | Beg. of 2nd recon. segment | End of road | 0.18 | | | | | | | | P | | | | |
| 3111635 | Jct. w/3111117 | End of road | 0.16 | | | | | | P | | | P | P | | |

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

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE
PURSUANT TO CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

| 1 | | | 2 | 3 | | | 4 | 5 | 6 | | | 7 | 8 | 9 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Road No. | Termini From | Termini To | Special Project Specifi-cation | Travel Way | | | Brushing And Log Out | Surfacing | Dust Abatement | | | Seasonal Mainte-nance | Snow Removal | Post Haul | |
| | | | | Width | X Slope | Comp | | | Product | Applic. Rate | Width | | | Block | Treat |
| 3100000 | End of County Rd. 95301 | Jct. w/3111000 | | EX | AI | | | | H2O | | EX | | JU | | |
| 3111000 | Jct. w/3100000 | Jct. w/3111115 | | EX | AI | | | | H2O | | EX | | JU | | |
| 3111115 | Jct. w/3111000 | SE corner Unit 12 | | EX | AI | | | | H2O | | EX | | JU | | |
| 3111117 | Jct. w/3111115 | SE corner Unit 9 | | EX | AI | | | | | | | | TS | | |
| 3111127 | Jct. w/3111115 | NW corner Unit B3 | T-835-01F, T-841-01F | EX | AI | | | | | | | W,B | | PR | PR |
| 3111129 | Jct. w/3111117 | Jct. w/3111131 | | EX | AI | | | | | | | | TS | | |
| 3111129 | Jct. w/3111131 | End of road | | EX | AI | | | | | | | | | | |
| 3111131 | Jct. w/3111129 | End of 1st recon. segment | | EX | AI | | | | | | | | TS | | |
| 3111131 | End of 1st recon. segment | Beg. of 2nd recon. segment | | EX | AI | | 2' (L&R),OPT | | | | | | TS | | |
| 3111131 | Beg. of 2nd recon. segment | End of road | | EX | AI | | | | | | | | TS | | |
| 3111635 | Jct. w/3111117 | End of road | T-835-01F, T-841-01F | EX | AI | | | | | | | W,B | TS | PR | PR |

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

| **Column No.** | **Heading** | **Entry** | *Explanation* |
|---|---|---|---|
| | Any | Blank | Except as otherwise described, no entry indicates Purchaser 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 | Purchaser shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work. |
| | | Numbers | Purchaser 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 | Purchaser 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 | Purchaser may use hand or mechanical means of brushing. |
| | | H | Only hand brushing may be used. |

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

| **Column No.** | **Heading** | **Entry** | *Explanation* |
|---|---|---|---|
| 5 | Surfacing | Aggregate Grading | Purchaser shall place surfacing on roads listed according to the grading indicated. |
| | | D | Purchaser is to make deposits for listed road maintenance, including surface rock replacement. |
| 6 | Dust abatement | OPT | Product selection is Purchaser's choice from those listed in Section T-812. |
| | | Product Abbr. | Unless otherwise agreed, Purchaser 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 | Purchaser shall abate dust on the existing width |
| | | Numbers | Purchaser 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 Purchaser prior to nonuse periods. |
| 8 | Snow Removal | TS | Snowplowing authorized for Purchaser'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 | PR | PR denotes that work is Purchaser's Responsibility to perform. |

CT5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE *(07/2001)*

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

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

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: **$.44** per **CCF** .

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

| Deposit Made To | Rate | Unit of Measure |
|---|---|---|
| N/A | | |

CT6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES *(04/2004)*

Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures: **refer to ATP map**
Wildlife and Botanical Protection Measures: **NA**
Cave Resource Protection Measures: **NA**

CT6.315# - SALE OPERATION SCHEDULE *(06/1994)*

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

**See attached schedule.**

SCHEDULE PURSUANT TO CT6.315# - SALE OPERATON SCHEDULE (06/1994)

| Payment Unit | Operating Conditions | Purpose |
|---|---|---|
| All | All hauling restricted to Monday 5 AM to Friday 5 PM. No hauling on Saturdays, Sundays, New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. | Public safety. |
| | | |
| All | Logging restricted to periods where soil moisture is below 20 percent. | Prevent detrimental soil disturbance/compaction. |
| | | |
| 1,3,9,10,B3 | No operations or staging of equipment in meadow. | Protect meadow. |
| 1,5,6,7,10, 11,and 12 | Winter logging restricted to periods with frozen ground to a 6" depth or 20" of snow. | Protect ATP |

CT6.32# - PROTECTION OF RESERVE TREES *(04/2004)*

Purchaser's damage or destruction of reserve trees described in CT2.3# 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, Purchaser shall pay as fixed, agreed, and liquidated damages $ **$500.00** for each **genetic** reserve tree and $ **NA** for each **NA** reserve tree damaged or destroyed by Purchaser's Operations, in addition to amounts payable under BT3.44 and BT3.45.

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 prod-ucts within the area shall be considered to be damage to the tree.

CT6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER *(05/2005)*

Purchaser and Forest Service may agree to alternate removal requirements of Included Timber contained in AT2. Alternate removal requirements are to be set forth in an agreement signed by both Purchaser and Contracting Officer. The terms of the agreement binds both parties and becomes part of the timber sale 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 Purchaser has no ready market for such logs in the tributary area. A tributary area is defined as the area in which the Purchaser and competitors regularly deliver saw logs, or 200 miles from the Sale Area, whichever distance is greater.

The agreement for alternate removal requirements shall be executed prior to removing any timber from the Payment Units 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 designed in the agreement.

Volumes of material with alternate removal requirements will be determined from the National Cruise report for the sale. Purchaser 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 Purchaser associated with alternate removal requirements.

Charges will be debited to the Purchaser's timber sale account.

Upon acceptance of the alternate removal requirements, the Payment Unit will be removed from the Sale Area under BT6.36.

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

CT6.41# - SPECIFIC REQUIREMENTS *(01/2000)*

Notwithstanding BT6.41, BT6.411, BT6.5, and BT6.61, 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 Payment Units shown in the following table, Purchaser shall submit a cutting plan for Forest Service acceptance, prior to the start of felling operations.

**See attached table.**

TABLE PURSUANT TO CT6.41# - SPECIFIC REQUIREMENTS (01/2000)

| **FELLING METHODS** | **PAYMENT UNITS** |
|---|---|
| Directional fall trees away from Forest Roads. | All |
| Directional fall trees away from private property. | 1,2,11 |
| Directional fall trees away from streams, springs, wet areas, meadows and draws. | All |
| Directional fall trees away from 4 x 4 trails. | 1 and 5 |
| Directional fall trees away from gate. | 6 and B1 |
| Directional fall trees away from fence. | 10,11 |
| Directional fall trees away from survey monuments. | 1,2,6,8,11,B1 |
| Directional fall trees away from ATP | 7 and 10 |
| | |
| **FELLING EQUIPMENT** | **PAYMENT UNITS** |
| Equipment prohibited in the inner gorge of stream courses. Trees will be hand felled and winched out of riparian zones. | All |
| Feller buncher machine mounted on a swing boom that can reach 20 feet to 28 feet. Cutting head should be either a disc type (hot saw) or a dangle head. No tree shears. | All |
| | |
| | |

CT6.42# - YARDING/SKIDDING REQUIREMENTS *(06/2010)*

Purchaser 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 Sale 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 felling, construction or use.

**See attached table for requirements.**

TABLE PURSUANT TO CT6.42# - YARDING/SKIDDING REQUIREMENTS (06/2010)

| **YARDING/SKIDDING REQUIREMENTS** | **PAYMENT UNITS** |
|---|---|
| Where system roads must be used as a landing, the landing shall be confined to the road prism as constructed. | All |
| Tops will be yarded in by same method used to yard standard logs in the Payment Unit. | All |
| Trees shall be felled away from corridors or skidtrails to the extent possible and yarded along a path which minimizes live residual and reserve tree damage. | All |
| Skidtrails are prohibited down draws and streams. Draws/streams may be crossed at a 90 degree angle in approved locations. Existing skidtrails are to be used. | 1, 5, 6, 7, 9, 10, 11, 12, 14, B1, B2, B3 |
| Equipment prohibited in the inner gorge of stream courses. Trees will be hand felled and winched out of riparian zones. | All |
| Landings will be kept to a minimum to minimize disturbed area and visual impacts. | All |
| | |
| **FELLER BUNCHER/GRAPPLE YARDING:** | |
| Skidding equipment will remain on approved upon skid trails, generally 100-150 feet apart. | 1, 5, 6, 7, 9, 10, 11, 12, 14, B1, B2, B3 |
| A skidder containing an integral arch and containing at least 100 feet of 5/8-inch drumline and not to exceed 11 feet in overall width, including blade. | 1, 5, 6, 7, 9, 10, 11, 12, 14, B1, B2, B3 |
| Feller buncher roads shall not be more than 15 feet in width and generally at least 50 feet apart. | 1, 5, 6, 7, 9, 10, 11, 12, 14, B1, B2, B3 |
| Feller buncher equipment with an overall width no greater than 11 feet and a small grapple skidder. | 1, 5, 6, 7, 9, 10, 11, 12, 14, B1, B2, B3 |
| Winchline pulling of timber off steep inclusions is required. | 5, 11 and 12 |

TABLE PURSUANT TO CT6.42# - YARDING/SKIDDING REQUIREMENTS (06/2010)
(Continued)

| **SKYLINE YARDING:** | |
|---|---|
| The yarding system shall keep one end of the logs suspended above ground during inhaul. | 2, 3, 4, 8, 13 |
| During lateral yarding, the carriage shall be held in a fixed position to the skyline and where possible shall be suspended high enough above ground to provide lift to front end of the logs. Logs shall be lateral yarded along a path that minimizes residual tree damage. Carriage must provide a means of pulling slack a minimum of 100 feet. | 2, 3, 4, 8, 13 |
| Purchaser shall locate and mark corridors **after** felling to take advantage of natural openings and are subject to Forest Service approval. | 2, 3, 4, 8, 13 |
| A medium skyline capable of yarding at least 1,640 feet uphill and downhill. | 2, 3, 4, 8, 13 |
| Yarding corridors will be located to avoid yarding directly up draw bottoms and streamcourses. | 2, 3, 4, 8, 13 |
| Skyline corridors will not exceed 12 feet in width. | 2, 3, 4, 8, 13 |
| Full suspension required 50 feet either side of streamcourses. | 8 |
| | |

CT6.6# - EROSION CONTROL AND SOIL TREATEMENT BY THE PURCHASER *(07/2001)*

Erosion prevention and control work required by BT6.6, 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 Purchaser's Operations due to causes beyond Purchaser'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 Purchaser's Operations due to failure to perform required work shall be repaired by Purchaser.

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 Sale Area by Purchaser's Operations and where measures described in BT6.6 will not result in satisfactory erosion control or where subsoiling is shown on Sale 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 **October 31** unless otherwise agreed to. Applications shall be done only during favorable conditions. If Purchaser 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 Sale Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of 18 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 Sale Area Map, landings, Temporary Roads, and skid trails/roads used by Purchaser shall be subsoiled to a minimum depth of 20 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, Purchaser 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 CT6.6# -**
**EROSION CONTROL AND SOIL TREATMENT BY PURCHASER (07/2001)**

| PAYMENT UNIT OR UNIT NUMBER | AREAS<br>A) SKID TRAILS<br>B) FIRELINES<br>C) TEMP. ROADS<br>D) LANDINGS<br>E) OTHER | SEED APPLICATION | | FERTILIZER APPLICATION | | MULCH APPLICATION | |
|---|---|---|---|---|---|---|---|
| | | 1/ SPECIES MIXTURE | LBS/AC | 2/ TYPE | LBS/AC | 3/ TYPE | LBS/AC |
| All | A, C, D and E | Blue Wildrye (*Elymus glaucus*) 'Keechelus" | 5 | NA | NA | NA | NA |
| All | A, C, D and E | Idaho Fescue (*Festuca idahoensis*) 'Wenatchee' | 1 | NA | NA | NA | NA |
| All | A, C, D and E | Bluebunch wheatgrass (*Pseudoerigner iaspicata*) 'Swauk' or 'Squilchuck' | 2 | NA | NA | NA | NA |
| All | A, C, D and E | California Brome (*Bromus carinatus*) 'Reecer' | 8 | NA | NA | NA | NA |

1/ For sales in Oregon, the seed shall meet the State certification specifications. Seed must be packaged in containers carrying official certification labels sewn in, glued to, or printed upon the container, with the following information:

1. Variety (if certified as to variety) and kind.
2. Quantity of seed (pounds or bushels).
3. Class of certified seed (blue tags for certified seed).
4. Inspection or lot number traceable to the certifying agency's records.

For sales in Washington, the seed shall be labeled as "Prohibited and Restricted Noxious Weed Free for the State of Washington." The purchaser shall furnish a copy of the seed analysis.

For state of California lands in Region 6, seed must be certified by the state of California, or by an independent agency or company that is approved by the state of California for "prohibited and restricted noxious weed free for the state of California."

For mixtures of seed, each ingredient in excess of 5 percent must be listed with its percentage by weight and its germination percentage.

Legumes must be innoculated with nitrogen fixing bacteria before planting. The label must show the expiration date of the innoculant.

All seed treated with a fungicide or pesticide must be labeled that it is "treated" giving the name of the chemical used, and an appropriate warning or a caution statement.

2/ Fertilizer shall be a standard commercial fertilizer with guaranteed analysis of contents clearly marked on containers.

3/ Mulch shall meet the appropriate State's certification specifications, with evidence of its certification traceable to the certifying agency's records.

CT6.7 - 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 Purchaser's Operations.

Any burning of slash or refuse by Purchaser is subject to CT7.201.

Forest Service may agree to substitute methods of slash disposal if such substitute methods will give equally satisfactory results.

Forest Service may waive specific slash treatment requirements. Purchaser's Timber Sale Account will be charged for any slash treatment requirements waived or for work taken over by Forest Service. The amount of such charges will be determined by Forest Service if Purchaser has not begun felling operations. If felling operations have begun, charges will be determined by mutual agreement.

Forest Service may enter into a written agreement with the Purchaser for the Purchaser to complete slash disposal work originally scheduled to be done by the Forest Service. The agreement will describe the work to be completed by the Purchaser, and the value of such work. Value of the work to be done will be based upon the slash disposal plan in which the cooperative deposits were calculated, and will include Forest Service overhead. Any deposits paid by the Purchaser for this work will be credited to the Purchaser¿s timber sale account. This work is in addition to that required by CT6.74#.

Forest Service may also enter into a written agreement with Purchaser for the Purchaser to remove slash from landings, subject to BT3.41. Brush disposal deposits paid by the Purchaser for the Forest Service to burn landing piles will be credited to the Purchaser's timber sale 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 Purchaser. The credit will be made following the final removal by the Purchaser of all Included Timber, and slash piles, from the Sale Area.

CT6.74# - SLASH TREATMENT REQUIREMENTS *(02/2002)*

Purchaser shall pile, burn, yard, construct firelines or otherwise treat slash defined in CT6.7, within designated areas. Work required of Purchaser shall be in accordance with the following slash plan and specifications, and the Sale Area Map.

Unless otherwise agreed, or shown in 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 CT6.74# -
SLASH TREATMENT REQUIREMENTS (02/2002)

## MACHINE PILING OF LANDING AND TEMPORARY ROAD SLASH

### Slash to be Piled

Pile all slash created in landing and temporary road construction and all slash accumulated on landing except for material that is too small to be picked up by the grapple/processor/loader.

### Location of Piles

Piles will be located on landing so that burning will not cause damage to standing green trees. Unless otherwise approved by authorized Forest Service representative, this will be construed to be at least **20** feet horizontal from the crown of any live tree. Piles will be located at least **30** feet from any adjacent pile.

If landing is located on a system road, unless otherwise authorized by Forest Service representative, slash piles will not be located on road surface, in ditches, riparian zones or on cut slopes.

### Construction and Size of Piles

Construct piles compactly and with a minimum of soil. Height of piles shall not be less than **6** feet. Diameter of piles shall not be less than **6** feet. Before piling operations, buck down trees and logs into lengths not exceeding **20** feet. In so far as possible place all logs in piles so their length is at the right angle to the contour of the slope. All ends protruding more than **6** feet from the pile shall be bucked off and piled.

Whenever possible, repile outer edge of pile with grapple/loader to create more height then diameter. Objective is to create a "haystack" type pile which will greatly facilitate consumption when the piles are burned.

CT6.8 - MEASURING *(08/2000)*

The estimated quantity of timber in AT2 was determined in advance of advertisement. Any timber subsequently added or deleted under BT2.13, BT2.14, BT2.15, BT2.31, BT2.32, BT2.33, BT2.34, BT2.35, or BT2.37 will be measured by the Forest Service and formulated using Forest Service Handbook 2409.12, Timber Cruising Handbook Standards, unless otherwise agreed to in writing.

CT6.84 - ACCOUNTABILITY *(06/2006)*

The following requirements are applicable to product removal permits:

1. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit Books for use only on this sale. Product Removal Permit Books, whether used or unused, shall be returned to issuing Forest Service Office in accordance with instructions contained on cover of each book.

2. All permits shall be completed and attached to load by an individual named in writing, other than the truck driver in accordance with the instructions on the inside cover of the Product Removal Permit Book. Product Removal Permit will be attached prior to removal from the immediate vicinity where loading is done. The permit will remain attached until the load is decked at the delivery point.

When products are manufactured on site and removed as chips, the permit shall be attached to a 12" x 18" vertically mounted board on the front panel on the driver's side of the conveyance unit. The previously validated Product Removal Permit shall be removed from the board before attaching a new permit. The board's texture, density, and thickness shall be such as to accommodate construction type staples and be of durable material for securing the attached permits.

3. Purchaser shall require truck drivers to stop when requested by Forest Service for purposes of monitoring accountability when products are in transit. Methods to be used to alert drivers of an impending stop shall be agreed to in advance of hauling products.

CT6.84 (OPTION 1) - USE OF PAINT BY PURCHASER *(05/2005)*

Notwithstanding BT6.81, use of paint by the Purchaser within the Sale Area in the color(s) used by the Forest Service in the preparation of the sale and administration of the contract will be by written approval of the Forest Service.

CT7.1 - PLANS *(09/2004)*

The plan shall state how Purchaser'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. Purchaser shall certify compliance with specific fire precautionary measures included as Subsections under CT7.2 - 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 Purchaser costs incurred toward meeting Purchaser's obligations under AT11, or for paying for helicopters controlled by Purchaser and used under Forest Service direction for suppressing Operations Fires or other fires on Sale Area, excluding Negligent Fires.

CT7.2 - SPECIFIC FIRE PRECAUTIONS *(09/2002)*

When the industrial fire precautions level is I or higher, unless waiver is granted under CT7.22, specific required fire precautionary measures are as follows:

A. Fire Security.

Purchaser will designate in writing a person or persons who shall perform fire security services listed below on Sale Area and vicinity. The designated person will be capable of operating Purchaser's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Purchaser'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, Purchaser may provide another person meeting the qualifications stated above to direct the activities of Purchaser's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Purchaser'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 Sale Area.

Purchaser shall furnish fire security services based on the predicted industrial precaution level, obtained by Purchaser 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 Purchaser when changes in fire security services are indicated.

B. Fire Extinguishers 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 Purchaser 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 O 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 O 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 Sale 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.

Purchaser 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.

Purchaser 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 BT7.21.

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 rubber or poly 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 hoses 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 Sale Area Map, Purchaser 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, Purchaser may provide a suitable helicopter water bucket with a 300 gallon capacity. When Purchaser provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.

F. Communications.

During Purchaser's Operations, excluding powersaw falling and bucking, Purchaser 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 Purchaser. Purchaser shall not permit open fires on Sale 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 Purchaser in any way from compliance with State fire laws covering fire prevention and suppression equipment, applicable to Purchaser's Operations.

J. Aircraft Communications.

Every aircraft used in conjunction with Purchaser'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 Sale Area, all aircraft pilots controlled by Purchaser shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

K. Logging Block Equipment.

Purchaser 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.

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

CT7.201 - BURNING BY PURCHASER *(01/1993)*

Notwithstanding the Fire Precautionary Period limitation of BT7.2, the Purchaser is required to obtain written permission from the Forest Service prior to any burning on the National Forest Lands.

CT7.22 - EMERGENCY FIRE PRECAUTIONS *(09/2004)*

Purchaser 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 Purchaser, 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:<br><br>power saws, except at loading sites;<br>cable yarding;<br>blasting;<br>welding or cutting of metal. |
| III. | Partial shutdown - The following are prohibited:<br><br>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.<br><br>power saws - except at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.<br><br>In addition, the following are permitted between the hours of 8 p.m. and 1 p.m. local time:<br><br>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;<br>mechanized loading and hauling;<br>blasting;<br>welding or cutting of metal;<br>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 as described in AT9.

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 BT7.21, shall prescribe measures to be taken by Purchaser 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. Purchaser shall assure that all conditions of such waivers or substitute precautions are met.

Purchaser 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 Purchaser when changes in restrictions or industrial precautions are indicated.

CT8.13 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY *(09/2004)*

Purchaser and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Purchaser will be allowed to complete the removal of products sold under the terms of the contract. Upon execution of the contract, Purchaser 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 timber sale. If such interruption or termination occurs due to litigation, Purchaser agrees to accept as full compensation for such interruption remedies pursuant to BT8.33, or for termination remedies pursuant to BT8.34.

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

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

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

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

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

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

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

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

CT8.66# (Option 1) - USE OF TIMBER *(04/2004)*

(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 Purchaser 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, Purchaser 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 Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser 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).

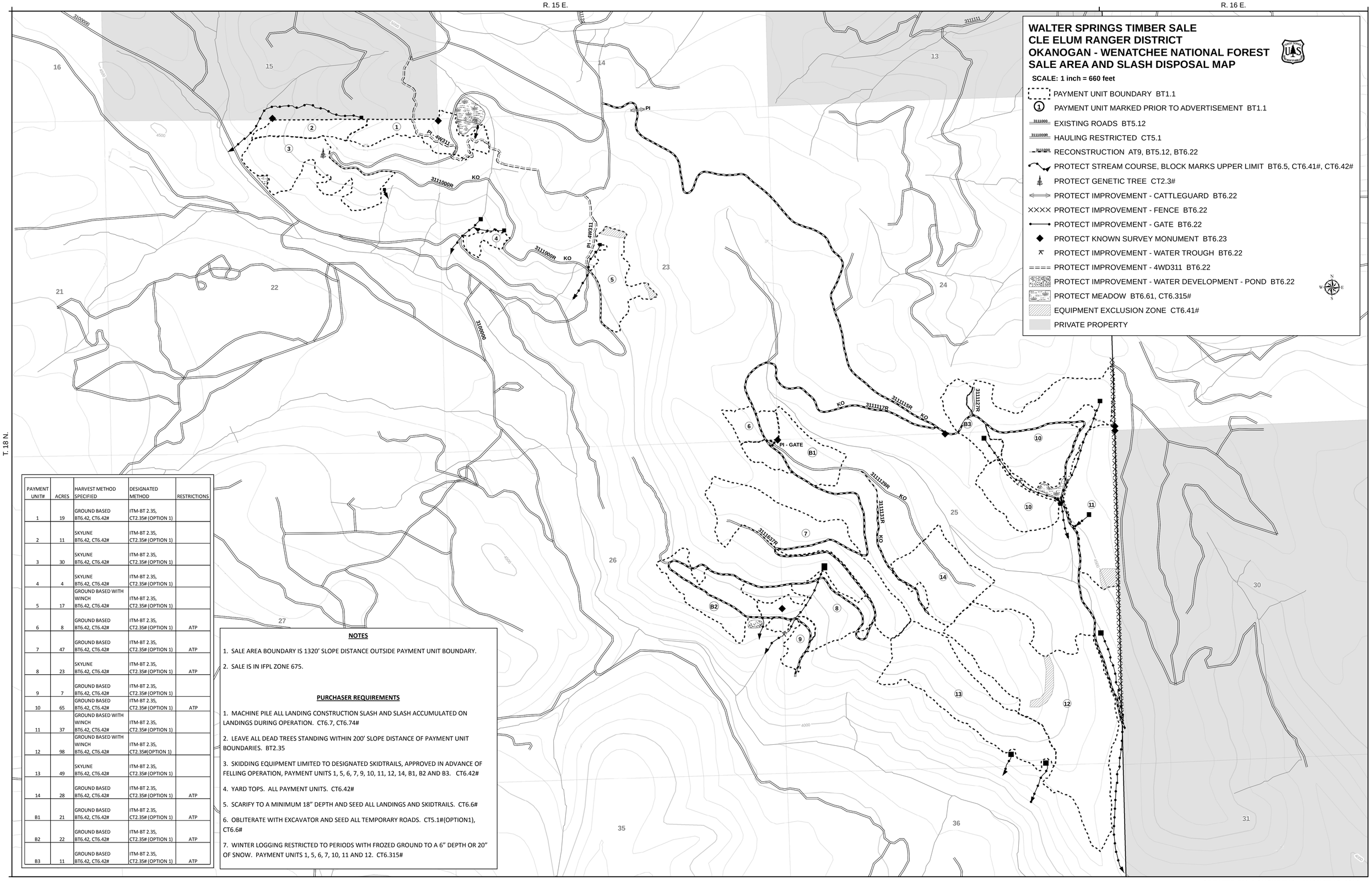
(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all 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 Subsection, 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 Subsection, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.

# WALTER SPRINGS TIMBER SALE
# CLE ELUM RANGER DISTRICT
# OKANOGAN - WENATCHEE NATIONAL FOREST
# SALE AREA AND SLASH DISPOSAL MAP

**SCALE: 1 inch = 660 feet**




| PAYMENT UNIT# | ACRES | HARVEST METHOD SPECIFIED | DESIGNATED METHOD | RESTRICTIONS |
|---|---|---|---|---|
| 1 | 19 | GROUND BASED BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | |
| 2 | 11 | SKYLINE BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | |
| 3 | 30 | SKYLINE BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | |
| 4 | 4 | SKYLINE BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | |
| 5 | 17 | GROUND BASED WITH WINCH BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | |
| 6 | 8 | GROUND BASED BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | ATP |
| 7 | 47 | GROUND BASED BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | ATP |
| 8 | 23 | SKYLINE BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | ATP |
| 9 | 7 | GROUND BASED BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | |
| 10 | 65 | GROUND BASED BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | ATP |
| 11 | 37 | GROUND BASED WITH WINCH BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | |
| 12 | 98 | GROUND BASED WITH WINCH BT6.42, CT6.42# | ITM-BT 2.35, CT2.35#(OPTION 1) | |
| 13 | 49 | SKYLINE BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | |
| 14 | 28 | GROUND BASED BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | ATP |
| B1 | 21 | GROUND BASED BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | ATP |
| B2 | 22 | GROUND BASED BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | ATP |
| B3 | 11 | GROUND BASED BT6.42, CT6.42# | ITM-BT 2.35, CT2.35# (OPTION 1) | ATP |

**NOTES**

1. SALE AREA BOUNDARY IS 1320' SLOPE DISTANCE OUTSIDE PAYMENT UNIT BOUNDARY.
2. SALE IS IN IFPL ZONE 675.

**PURCHASER REQUIREMENTS**

1. MACHINE PILE ALL LANDING CONSTRUCTION SLASH AND SLASH ACCUMULATED ON LANDINGS DURING OPERATION. CT6.7, CT6.74#
2. LEAVE ALL DEAD TREES STANDING WITHIN 200' SLOPE DISTANCE OF PAYMENT UNIT BOUNDARIES. BT2.35
3. SKIDDING EQUIPMENT LIMITED TO DESIGNATED SKIDTRAILS, APPROVED IN ADVANCE OF FELLING OPERATION, PAYMENT UNITS 1, 5, 6, 7, 9, 10, 11, 12, 14, B1, B2 AND B3. CT6.42#
4. YARD TOPS. ALL PAYMENT UNITS. CT6.42#
5. SCARIFY TO A MINIMUM 18" DEPTH AND SEED ALL LANDINGS AND SKIDTRAILS. CT6.6#
6. OBLITERATE WITH EXCAVATOR AND SEED ALL TEMPORARY ROADS. CT5.1#(OPTION1), CT6.6#
7. WINTER LOGGING RESTRICTED TO PERIODS WITH FROZED GROUND TO A 6" DEPTH OR 20" OF SNOW. PAYMENT UNITS 1, 5, 6, 7, 10, 11 AND 12. CT6.315#

CREATED BY: J CHOWNING AUGUST 12, 2013

# CONSTRUCTION OF SPECIFIED ROADS

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| Special Project Specifications | 40 pages |
| Drawings (under separate cover) | 10 pages |

# SCHEDULE OF ITEMS
(Timber Sale)

Timber Sale: Walter Springs TS

Road No.: 3111115

Road Name: N/A

Length (Miles): 3.17

| Item Number | Description | Method of Meas. | Unit | Quantity | S.R.C Unit Price | Total |
|---|---|---|---|---|---|---|
| 15101 | Mobilization | AQ | Lump Sum | 1.00 | $ 1,699.84 | $ 1,699.84 |
| 20104 | Clearing and grubbing, disposal of tops and limbs f, logs f, stumps f | CQ | Acre | 2.31 | $ 1,115.85 | $ 2,577.61 |
| 20401 | Roadway excavation, compaction method (d), finishing method A | CQ | Cubic Yard | 211.00 | $ 4.59 | $ 968.49 |
| 25101 | Placed riprap, class 1 | CQ | Cubic Yard | 10.00 | $ 134.36 | $ 1,343.60 |
| 30304 | Road reconditioning, ditch | CQ | Mile | 1.20 | $ 350.90 | $ 421.08 |
| 30318 | Road reconditioning, roadbed, compaction methoc (d) | CQ | Mile | 3.17 | $ 1,152.53 | $ 3,653.52 |
| 32203 | Aggregate base, grading c, compaction method B | CQ | Cubic Yard | 104.00 | $ 93.36 | $ 9,709.44 |
| 60201 | 18" inch pipe culvert | CQ | Foot | 40.00 | $ 46.21 | $ 1,848.40 |

**SUB-TOTAL: $ 22,221.98**

**TOTAL ALL ROADS: $ 39,203.86**

# SCHEDULE OF ITEMS
(Timber Sale)

Timber Sale: Walter Springs TS

Road No.: 3111117

Road Name: N/A

Length (Miles): 3.53

| Item Number | Description | Method of Meas. | Unit | Quantity | S.R.C Unit Price | Total |
|---|---|---|---|---|---|---|
| 15101 | Mobilization | AQ | Lump Sum | 1.00 | $ 2,173.49 | $ 2,173.49 |
| 20104 | Clearing and grubbing, disposal of tops and limbs f, logs f, stumps f | CQ | Acre | 2.57 | $ 1,094.43 | $ 2,812.69 |
| 20301 | Removal of culvert | AQ | Each | 1.00 | $ 720.93 | $ 720.93 |
| 20420 | Drainage excavation, type drain dip | AQ | Each | 28.00 | $ 224.99 | $ 6,299.72 |
| 30318 | Road reconditioning, roadbed, compaction method (d) | CQ | Mile | 3.53 | $ 1,152.53 | $ 4,068.43 |

**SUB-TOTAL: $ 16,075.26**

**TOTAL ALL ROADS: $ 39,203.86**

# SCHEDULE OF ITEMS

(Timber Sale)

Timber Sale: Walter Springs TS

Road Name: N/A

Road No.: 3111131

Length (Miles): 0.21

| Item Number | Description | Method of Meas. | Unit | Quantity | S.R.C Unit Price | Total |
|---|---|---|---|---|---|---|
| 20104 | Clearing and grubbing, disposal of tops and limbs f, logs f, stumps f | CQ | Acre | 0.26 | $ 1,601.63 | $ 416.42 |
| 30318 | Road reconditioning, roadbed, compaction methoc (d) | CQ | Mile | 0.21 | $ 2,334.30 | $ 490.20 |

**SUB-TOTAL: $ 906.62**

**TOTAL ALL ROADS: $ 39,203.86**

WALTER SPRINGS TS - SPECIFCIATION LIST

| WALTER SPRINGS TS | | ROAD NUMBER | | | | | |
|---|---|---|---|---|---|---|---|
| | | 3111 | 3111 | 3111 | | | |
| SECTION NO. & TITLE | REV DATE | 115 | 117 | 131 | | | |
| **101 - Terms, Format, and Definitions** | 2013 | X | X | X | | | |
| 101 01 Meaning of Terms | 1/22/2009 | X | X | X | | | |
| 101 03 Abbreviations | 6/16/2006 | X | X | X | | | |
| 101 04 Definitions | 11/6/2007 | X | X | X | | | |
| 101 04 Definitions | 3/29/2007 | X | X | X | | | |
| **102 - Bid, Award, and Execution of Contract** | 2013 | X | X | X | | | |
| 102 00 Delete 102 in its entirety | 2/16/2005 | X | X | X | | | |
| **103 - Scope of Work** | 2013 | X | X | X | | | |
| 103 00 Intent of Contract | 2/16/2005 | X | X | X | | | |
| **104 - Control of Work** | 2013 | X | X | X | | | |
| 104 00 Deletions to 104 | 6/16/2006 | X | X | X | | | |
| 104 03 Specifications and Drawings. | 1/22/2009 | X | X | X | | | |
| 104 03 Specifications and Drawings | 2/22/2005 | X | X | X | | | |
| 104 06 Use of Roads by Contractor | 2/17/2005 | X | X | X | | | |
| **105 - Control of Material** | 2013 | X | X | X | | | |
| 105 02 Material Sources | 1/18/2007 | X | X | X | | | |
| 105 05 Use of Material Found in the Work | 5/12/2004 | X | X | X | | | |
| **106 - Acceptance of Work** | 2013 | X | X | X | | | |
| 106 01 Conformity with Contract Requirements | 7/31/2007 | X | X | X | | | |
| 106 07 Partial and Final Acceptance | 5/11/2004 | X | X | X | | | |
| **107 - Legal Relations and Responsibility To the Public** | 2013 | X | X | X | | | |
| 107 02 Protection and Restoration of Property and Landscape | 2/17/2005 | X | X | X | | | |
| 107 05 Responsibility for Damage Claims | 5/11/2004 | X | X | X | | | |
| 107 06 Contractor Responsibility for Work | 6/16/2006 | X | X | X | | | |
| 107 08 Sanitation, Health & Safety | 3/29/2005 | X | X | X | | | |
| 107 09 Legal Relationship of the Parties | 6/16/2006 | X | X | X | | | |
| 107 10 Environmental Protection | 6/16/2006 | X | X | X | | | |
| **108 - Prosecution and Progress** | 2013 | X | X | X | | | |
| 108 00 Delete Section 108 in entirety | 2/16/2005 | X | X | X | | | |
| **109 - Measurement and Payment** | 2013 | X | X | X | | | |
| 109 00 Deletions | 2/17/2005 | X | X | X | | | |
| 109 02 Measurement Terms and Definitions | 6/16/2006 | X | X | X | | | |
| **151 - Mobilization** | 2013 | X | X | | | | |
| **155 - Schedules for Construction Contracts** | 2013 | X | X | X | | | |
| 155 00 Contractor Quality Control Plan, Records | 5/11/2004 | X | X | X | | | |
| **201 - Clearing and Grubbing** | 2013 | X | X | X | | | |
| 201 00 Deletions | 8/5/2009 | X | X | X | | | |
| 201 01 Description | 2/18/2005 | X | X | X | | | |
| 201 04 Clearing | 2/22/2005 | X | X | X | | | |
| 201 06 Disposal | 2/18/2005 | X | X | X | | | |
| **203 - Removal of Structures and Obstructions** | 2013 | | X | | | | |
| 203 01 Description | 2/25/2005 | | X | | | | |

WALTER SPRINGS TS - SPECIFCIATION LIST

| WALTER SPRINGS TS | | ROAD NUMBER | | | | | |
|---|---|---|---|---|---|---|---|
| | | 3111 | 3111 | 3111 | | | |
| SECTION NO. & TITLE | REV DATE | 115 | 117 | 131 | | | |
| 203 04 Removing Material | 2/18/2005 | | X | | | | |
| 203 05 Disposing of Material | 2/18/2005 | | X | | | | |
| 203 08 Payment | 2/24/2005 | | X | | | | |
| **204 - Excavation and Embankment** | 2013 | X | X | | | | |
| 204 06 Roadway Excavation | 3/2/2005 | X | X | | | | |
| 204 06 Roadway Excavation | 3/2/2005 | X | X | | | | |
| 204 09 Preparing Foundation for Embankment Construction | 3/2/2005 | X | X | | | | |
| 204 10 Embankment Construction | 3/2/2005 | X | X | | | | |
| 204 11 Compaction | 4/11/2005 | X | X | | | | |
| 204 13 Sloping, Shaping, and Finishing | 3/2/2005 | X | X | | | | |
| 204 13 Sloping, Shaping, and Finishing | 3/2/2005 | X | X | | | | |
| 204 14 Disposal of Unsuitable or Excess Material | 3/2/2005 | X | X | | | | |
| 204 15 Acceptance | 2/7/2007 | X | X | | | | |
| **251 - Riprap** | 2013 | X | | | | | |
| 251 03 General | 8/5/2009 | X | | | | | |
| **303 - Road Reconditioning** | 2013 | X | X | X | | | |
| 303 01 Description | 3/2/2005 | X | X | X | | | |
| 303 06 Aggregate & Asphalt Surface Reconditioning | 8/5/2008 | X | X | X | | | |
| 303 07 Roadway Reconditioning | 3/2/2005 | X | X | X | | | |
| 303 10 Measurement | 3/29/2005 | X | X | X | | | |
| **322 - Minor Aggregate Courses** | 2013 | X | | | | | |
| **602 - Culverts and Drains** | 2013 | X | | | | | |
| 602 03 General | 9/6/2005 | X | | | | | |
| **703 - Aggregate** | 2013 | X | | | | | |
| 703 05 Subbase, Base, & Surface Course Aggregate | 8/14/2009 | X | | | | | |
| 703 07 FLH FP-03 Correction metric uscu | 3/2/2005 | X | | | | | |
| 703 10 Flakiness Index and Adherent Coatings | 4/11/2011 | X | | | | | |
| **705 - Rock** | 2013 | X | | | | | |
| 705 02 Riprap Rock | 8/5/2009 | X | | | | | |
| **718 - Traffic Signing and Marking Material** | 2013 | X | X | X | | | |
| 718 05 Aluminum Panels | 8/5/2009 | X | X | X | | | |

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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.

101.03_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 | National Institute of Standards and Technology |
| 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.

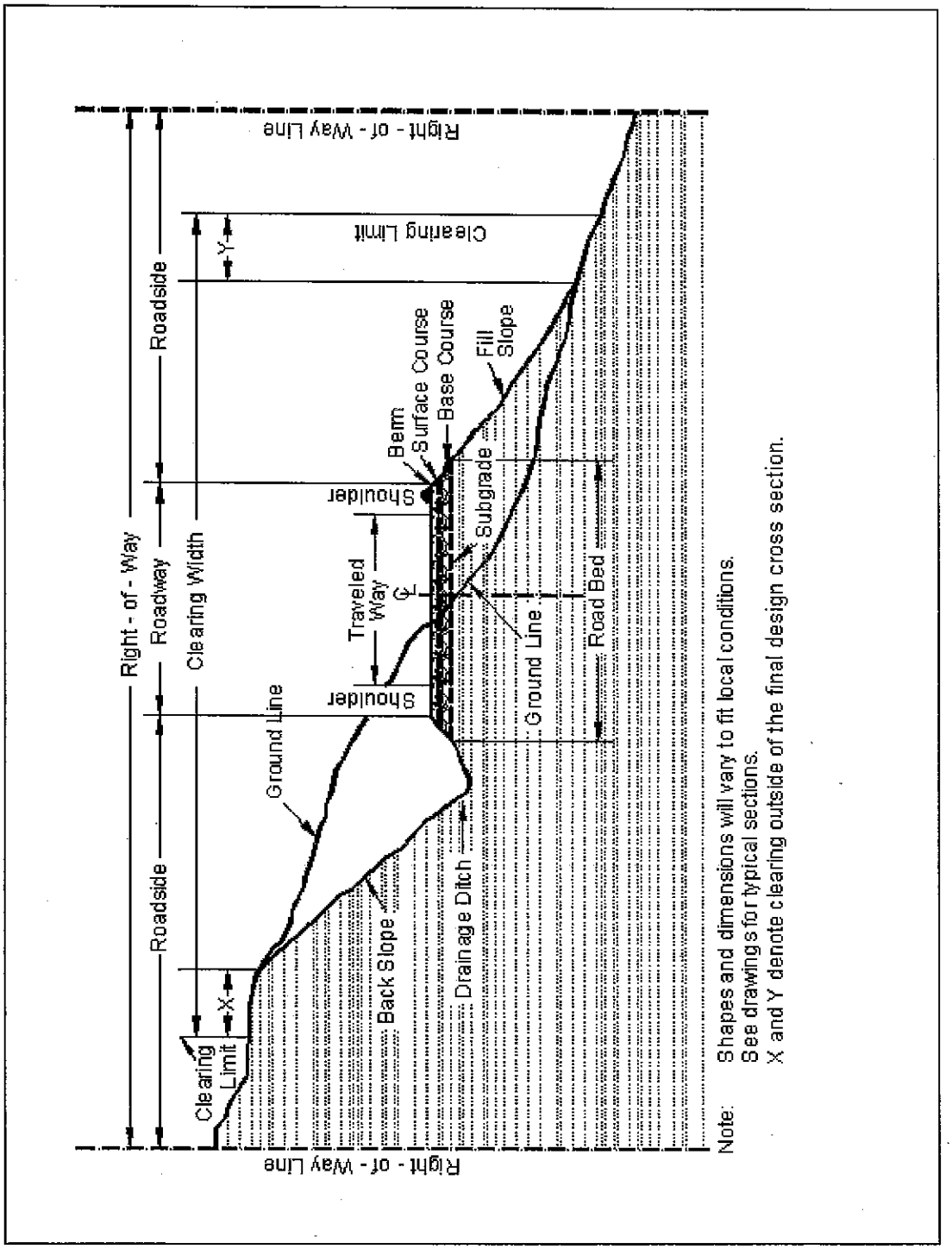
**Road Order**--An order affecting and controlling traffic on roads under Forest Service jurisdiction. Road Orders are issued by a designated Forest Officer under the authorities of 36 CFR, part 260.

**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_nat_us_11_06_2007

**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_02_22_2005

**104.03 Drawings and Specifications**

Delete subsection 104.03

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.

105.05_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 the following entire subsections:

**109.06 Pricing of Adjustments.**

**109.07 Eliminated Work.**

**109.08 Progress Payments.**

**109.09 Final Payment.**

109.02_nat_us_06_16_2006

**109.02 Measurement Terms and Definitions.**

**(b) Contract quantity**.

Add the following:

Contract quantities will be adjusted only when there are errors in the original design of 15% or more.

Change the following:

"(b) Cubic yard" to "(c) Cubic yard".

Add the following definition:

**(p) Thousand Board Feet (Mbf).** 1,000 board feet based on nominal widths, thickness, and extreme usable length of each piece of lumber or timber actually incorporated in the job. For glued laminated timber, 1,000 board feet based on actual width, thickness, and length of each piece actually incorporated in the job.

# 155 - Schedules for Construction Contracts

155.00_nat_us_05_11_2004

**155 Delete.**

Delete Section 155 in its entirety.

# 201 - Clearing and Grubbing

201.00_nat_us_08_05_2009

**201.02 Material:**

Delete Tree wound dressing material reference.

**201.03 General.**

Delete the last sentence.

**201.04 Clearing.**

Delete the last sentence of (d).

201.01_nat_us_02_18_2005

**201.01 Description**

Replace with the following

This work consists of clearing and grubbing within clearing limits and other designated areas.

201.04_nat_us_02_22_2005

**201.04 Clearing. (c)**

Delete paragraph (c) and replace with the following:

> (c) In areas outside the excavation, embankment, and slope rounding limits, cut stumps to within 12 inches or one-third of the stump diameter of the ground, whichever is higher, measured on the side adjacent to the highest ground. For timber sales, stump heights will meet the requirements of the Timber Sale contract.

**201.04 Clearing.**

Delete subsection (d) and replace with the following:

(d) Do not cut vegetation less than 3 feet tall and less than 3 inches in diameter, that is within the clearing limits but beyond the roadway and not in a decking area, and that does not interfere with sight distance along the road.

Add the following:

(e) Trim branches of remaining trees or shrubs to give a clear height of 14 feet above the roadbed unless otherwise indicated. Trim tree limbs as near flush with the trunk as practicable.

(f) Remove brush from log decks. Deck logs so that logs are piled parallel to one another; can be removed by standard log loading equipment; will not damage standing trees; will not interfere with drainage, and will not roll. Keep logs in log decks free of brush and soil.

201.06_nat_us_02_18_2005

**201.06 Disposal.**

Delete the first sentence of this subsection and substitute the following:

Dispose of merchantable timber designated for removal according to the provisions of the timber sale contract.

# 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.

203.05_nat_us_02_18_2005

**203.05 Disposing of Material.**

Add the following:

**(e) Windrowing Construction Slash**. Place construction slash outside the roadway in neat, compacted windrows approximately parallel to and along the toeline of embankment slopes. Do not permit the top of the windrows to extend above subgrade. Use construction equipment to matt down all material in a windrow to form a compact and uniform pile. Construct breaks of at least 15 feet at least every 200 feet in a windrow. Do not place windrows against trees. Obtain approval for pioneer roads. A pioneer road may be constructed to provide an area for placement of windrows, provided the excavated material is kept within the clearing limits and does not adversely affect the road construction.

**(f) Scattering.** Scatter construction slash outside the clearing limits without damaging trees. Limb all logs. Place logs and stumps away from trees, positioned so they will not roll, and are not on top of one another. Limb and scatter other construction slash to reduce slash concentrations.

**(g) Chipping or Grinding.** Use an approved chipping machine to grind slash and stumps greater than 3 inches in diameter and longer than 3 feet. Deposit chips or ground woody material on embankment slopes or outside the roadway to a loose depth less than 6 inches. Minor amounts of

chips or ground woody material may be permitted within the roadway if they are thoroughly mixed with soil and do not form a layer.

**(h) Debris Mat.** Use tree limbs, tops, cull logs, split stumps, wood chunks, and other debris to form a mat upon which construction equipment is operated. Place stumps upside down and blend stumps into the mat.

**(i) Decking Firewood Material.** Remove brush from decks. Limb and deck logs that do not meet Utilization Standards according to Subsection 201.04 as directed by the CO. Cut logs to lengths less than 30 feet. Ensure that logs stacks are stable and free of brush and soil.

**(j) Removal to designated locations.** Remove construction slash to designated locations.

**(k) Piling.** Pile construction slash in designated areas. Place and construct piles so that if the piles are burned, the burning will not damage remaining trees. Keep piles free of dirt from stumps. Cut unmerchantable logs into lengths of less than 20 feet.

**(l) Placing Slash on Embankment Slopes**. Place construction slash on completed embankment slopes to reduce soil erosion. Place construction slash as flat as practicable on the completed slope. Do not place slash closer than 2 feet below subgrade. Priority for use of available slash is for: (1) through fills; (2) insides of curves; and (3) ditch relief outlets.

**(m) Hydrological Sensitive Placement**. Where required use this method in combination with other designated methods to dispose of material to reduce erosion and to aid in re-vegetation:

1. Place windrow segments on contours, wrap in type I geotextile.
2. Place logs as log erosion barriers on contours. Place logs so that 80% of their length is on the ground surface.
3. Scatter slash on bare or disturbed areas within or outside the clearing limits as directed.
4. Scatter chips or ground woody material on bare or disturbed areas within or outside the clearing limits as directed.

Place stumps in swales or on sites to form planting pockets. Place windrow segments on contours, wrap in type I geotextile.

203.08_nat_us_02_24_2005

**203.08 Payment**

Add the following:

Disposal of construction slash will be compensated under the designated pay item in Section 201.

# 204 - Excavation and Embankment

204.06_nat_us_03_02_2005

**204.06 Roadway Excavation.**

Add the following:

**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.

204.06_nat_us_03_02_2005

**204.06 Roadway Excavation**

**(a) General.**

Add the following:

Retrieve material deposited outside of the clearing limits as directed by the CO. Place unsuitable material in designated areas.

204.09_nat_us_03_02_2005

**204.09 Preparing Foundation for Embankment Construction.**

Delete subsection (a) and replace it with the following:

**(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.

204.10_nat_us_03_02_2005

**204.10 Embankment Construction.**

Add the following:

Obtain written approval before beginning construction of embankments over 6 feet high at subgrade centerline.

(a) General.

Delete the third paragraph and add the following:

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.

204.11_nat_us_04_11_2005

**204.11 Compaction.**

Delete the first paragraph and replace it with the following:

For compaction according to method (a), (b), or (c), use AASHTO T 27 to determine the amount of material retained on a Number. 4 sieve. For compaction methods (d) or (e) no sieve test is required.

Add the following compaction methods:

**(d) Layer Placement Method (Hauling and Spreading Equipment).** 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.

**(e) Layer Placement (Roller Compaction) Method**. 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 visible deformation of the layer ceases or, in when a sheepsfoot roller is used, the roller "walks out" of the layer. Make at least three complete passes.

204.13_nat_us_03_02_2005

**204.13 Sloping, Shaping, and Finishing.**

(a) Sloping.

Add the following:

Slope rounding is not required on tolerance class D though M roads.

204.13_nat_us_03_02_2005

**204.13 Sloping, Shaping, and Finishing.**

Delete section (d) and add the following:

**(d) Finishing.** For surfaced roads, remove all material larger than 6 inches from the top 6 inches of the roadbed. For all roads, 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 for both surfaced and unsurfaced roads 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 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 visible displacement ceases.

(3) Method C. For roads designated as Construction Tolerance Class K, L, or M, finish the roadbed by spreading the excavation. Eliminate rock berms.

Add Table 204-2—Construction Tolerances:

**Table 204-2 Construction tolerances.**

| | Tolerance Class[a] | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **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[b] | ±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.

**204.14 Disposal of Unsuitable or Excess Material.**

Delete the text of the first paragraph and substitute the following:

Dispose of unsuitable or excess material at designated sites or legally off of the project.

204.15_nat_us_02_07_2007

**204.15 Acceptance**

**Table 204-1 Sampling and Testing Requirements.**

Add the following note to the table:

(2) When compaction methods (d) or (e) are used AASHTO M 145, T 99, T 180, and T 310 are not required for earth embankment test methods.

# 251 - Riprap

251.03_nat_us_08_05_2009

## Construction Requirements

**251.03 General.**

Add the following:

Place riprap under or adjacent to structures before placing prefabricated superstructure units or constructing superstructure falsework unless otherwise approved by the CO.

**251.08 Measurement.**

Add the following:

Payment for excavation and embankment required for placement of riprap is indirectly included in the pay item for riprap.

# 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 $yd^2$ | 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.

## 322 - Minor Aggregate Courses

322.00_nat_us_10_14_2011

### Description

**322.01** This work consists of constructing one or more courses of aggregate on a prepared surface. Work includes producing aggregate by grid rolling, screening, or crushing methods, or placing pit-run or Government-furnished aggregate.

Surface aggregate grading is designated as shown in Table 703-3.

Subbase and base aggregate grading is designated as shown in Table 703-2.

Screened aggregate grading is designated as shown in Table 703-16.

### Material

**322.02** Conform to the following Subsections:

| | |
|---|---|
| Aggregate | 703.05 |
| Water | 725.01 |

## Construction Requirements

**322.03 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 target values within the gradation ranges shown in Table 703-2 or 703-3 for the required grading. After reviewing the proposed target values the CO will determine the final values for the gradation and notify the Contractor in writing.

No quality requirements or gradation other than maximum size will be required for pit run and 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.

If the aggregate is produced and stockpiled before placement, handle and stockpiled according to Section 320. Establish stockpile sites at approved locations.

**322.04 Mixing and Spreading.** Mix the aggregate and adjust the moisture content to obtain a uniform mixture with a 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.

Do not place in layers exceeding 6 inches in compacted thickness for aggregate base and surface courses or twice the maximum particle size for screened aggregate. When more than one layer is necessary, compact each layer according to Subsection 322.05 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.

**322.05 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**. Removed.

**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**. Removed.

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.

**322.06 Construction Tolerance.** If grade finishing stakes are required, finish the surface to within ±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.

**322.07 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 322.06.

**322.08 Acceptance.** See Table 322-1 or Table 322-2 as applicable, for sampling and testing requirements.

Aggregate gradation and surface course plasticity index will be evaluated under Subsection 106.04. If the aggregate is obtained from a Government stockpile then the above characteristics will be evaluated under Subsection 106.02. Other aggregate quality properties will be evaluated under Subsections 106.02 and 106.04. Placement of aggregate courses will be evaluated under Subsections 106.02 and 106.04.

The allowable upper and lower aggregate gradation limits are the Target Value plus or minus the allowable deviations shown in Tables 703-2 and 703-3.

The allowable upper and lower Plasticity index limits for surface courses are stated in 703.05(b).

Preparation of the surface on which the aggregate course is placed will be evaluated under Section 204 or 303 as applicable.

## Measurement

**322.09** Measure the Section 322 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

**322.10** The accepted quantities will be paid at the contract price per unit of measurement for the Section 322 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

**Table 322-1**
**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 |
|---|---|---|---|---|---|---|---|---|
| Aggregate source quality 703.05 | Measured and tested for conformance (106.04 & 105) | LA abrasion (coarse) | — | AASHTO T 96 | 1 per type & source of material | Source of material | Yes, when requested | Before using in work |
| | | Sodium sulfate soundness loss (coarse & fine) | — | AASHTO T 104 | " | " | " | " |
| | | Durability index (coarse & 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 322-1 (continued)**
**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 |
|---|---|---|---|---|---|---|---|---|
| Subbase, Base, and Surface | Measured and tested for conformance (106.04) | Moisture-density Method D | — | AASHTO T 99 [1] | 1 per type and source of material | Source of material | Yes, when requested | Before using in work |
| | | | — | | " | " | " | " |
| | | Moisture-density Method F | — | AASHTO T 180[1] | " | " | " | " |
| | | | — | | " | " | " | " |
| | | In-place density & moisture content | — | AASHTO T 310 or other approved procedures | 3 per day | In-place | — | Before placing next layer |

**Table 322-2**
**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 |
|---|---|---|---|---|---|---|---|---|
| Screened Aggregate | 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 |

# 602 - Culverts and Drains

602.03_nat_us_09_06_2005

**602.03 General.**

Add the following:

Ensure that the final installed alignment of all pipe allows no reverse grades, and does not permit horizontal and vertical alignments to vary from a straight line drawn from center of inlet to center of outlet by more than 2 percent of pipe center length or 1.0 feet, whichever is less.

# 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:

| | |
|---|---|
| **(1)** Gradation | Table 703-16 |
| **(2)** Plastic Index, AASHTO T 90 | Less than 9 |
| **(3)** Los Angeles abrasion, AASHTO T 96 | 55% max. |
| **(4)** 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**

| Sieve Size | Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11) | | | | |
|---|---|---|---|---|---|
| | 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 | |
| 3/4 inch | | | 64 – 94 (6) | 86 – 100 (6) | 100 |
| 1/2 inch | 45 – 59 (7) | | | | |
| 3/8 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**

| Sieve Size | Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11) | | | | | |
|---|---|---|---|---|---|---|
| | 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 (±) 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).

**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)."

**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.

**705.02 Riprap Rock.**

Delete Table 705-1 and replace it with the following:

**Gradation Requirements for Riprap**

| Class | Percent of Rock by Mass | Mass (pounds) | Approximate Cubic Dimension [b,c] (inches) |
|---|---|---|---|
| 1 | 20 | 22 to 33 | 6 to 8 |
| | 30 | 11 to 22 | 5 to 6 |
| | 40 | 1 to 11 | 2 to 5 |
| | 10[a] | 0 to 1 | 0 to 2 |
| 2 | 20 | 55 to 110 | 8 to 10 |
| | 30 | 22 to 55 | 6 to 8 |
| | 40 | 2 to 22 | 3 to 6 |
| | 10[a] | 0 to 2 | 0 to 3 |
| 3 | 20 | 220 to 330 | 14 to 16 |
| | 30 | 110 to 220 | 10 to 14 |
| | 40 | 11 to 110 | 5 to10 |
| | 10[a] | 0 to 11 | 0 to 5 |
| 4 | 20 | 550 to 770 | 18 to 20 |
| | 30 | 220 to 570 | 14 to 18 |
| | 40 | 22 to 220 | 6 to 14 |
| | 10[a] | 0 to 22 | 0 to 6 |
| 4a | 20 | 770 to1353 | 20 to 24 |
| | 30 | 330 to 770 | 16 to 20 |
| | 40 | 33 to 330 | 7 to16 |
| | 10[a] | 0 to 33 | 0 to 7 |
| 5 | 20 | 1540 to 2200 | 26 to 28 |
| | 30 | 1100 to 1540 | 20 to 26 |
| | 40 | 55 to 1100 | 8 to 20 |
| | 10[a] | 0 to 55 | 0 to 8 |
| 6 | 20 | 1870 to 3520 | 28 to 34 |
| | 30 | 1100 to 1870 | 22 to 28 |
| | 40 | 110 to 1100 | 10 to 22 |
| | 10[a] | 0 to 110 | 0 to 10 |
| 7 | 20 | 4400 to 5940 | 35 to 39 |
| | 30 | 2200 to 4400 | 28 to 35 |
| | 40 | 220 to 2200 | 14 to 28 |

| | | | |
|---|---|---|---|
| | 10[a] | 0 to 220 | 0 to 14 |
| 8 | 20 | 7000 to 10000 | 42 to 47 |
| | 30 | 4000 to 7000 | 35 to 42 |
| | 40 | 400 to 4000 | 16 to 35 |
| | 10[a] | 0 to 400 | 0 to 16 |

(a) Furnish spall and rock fragments graded to provide a stable dense mass.
(b) The volume of a rock with these cubic dimensions has a mass approximately equal to the specified rock mass.
(c) Furnish rock with breadth and thickness at least one-third its length.

## 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:

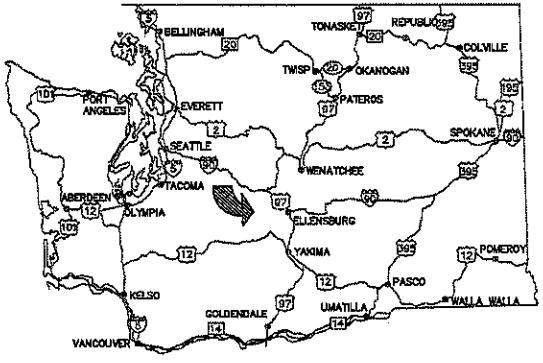
Clean, degrease and properly prepare the panels according to methods recommended by the sheeting manufacturer. Conversion coatings will conform to ASTM B-921 or ASTM B-449.

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
REGION 6
OKANOGAN – WENATCHEE NATIONAL FORESTS

Cle Elum Ranger District

CONSTRUCTION DRAWINGS FOR

# Walter Springs T.S.




KEY MAP OF WASHINGTON SHOWING LOCATION OF PROJECT

INDEX TO SHEETS


| SHEET NO. | DESCRIPTION |
|---|---|
| 1 | TITLE |
| 2 | VICINITY MAP |
| 3 | ESTIMATE OF QUANTITIES |
| 4 | NOTES, SYMBOLS & TYPICAL DETAILS |
| 5 | ROAD STRUCTURE DETAILS |
| 6 | CLEARING DETAILS |
| 7 | DRAINAGE LISTING |
| 8 | DRAINAGE CONSTRUCTION DETAILS |
| 9 | DRAIN DIP DETAILS |
| 10 | WORK DESCRIPTIONS |
| | |
| | |
| | |
| | |
| | |


| ROAD NO. | LENGTH MILES | RECONST./CONST. | SHEET NO. |
|---|---|---|---|
| 3111115 | 3.17 | RECONST | 10 |
| 3111117 | 3.53 | RECONST | 10 |
| 3111131 | 0.21 | RECONST | 10 |

| | | |
|---|---|---|
| TOTAL CONSTRUCTION | 0 | MILES |
| TOTAL RECONSTRUCTION | 6.91 | MILES |

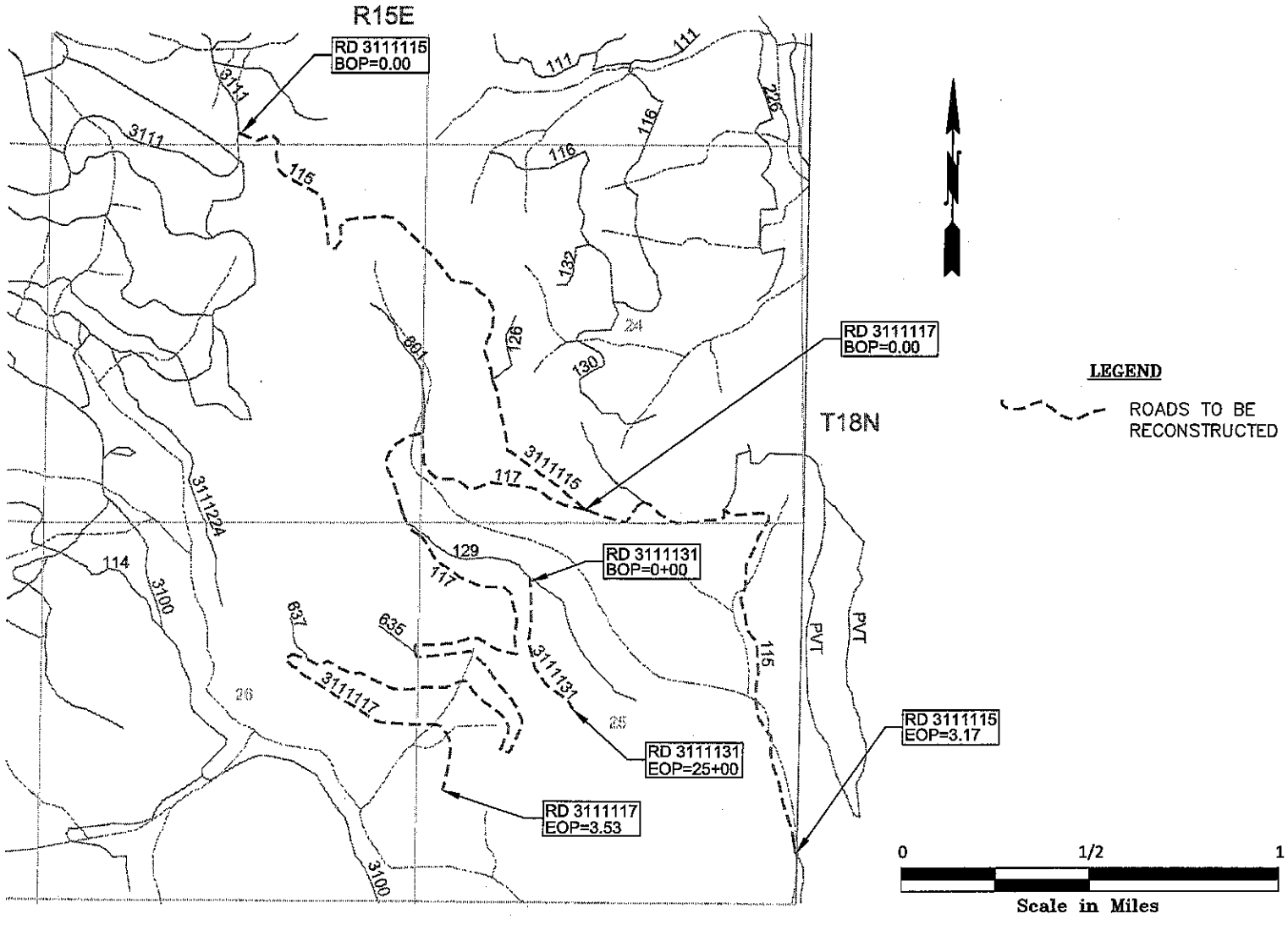
U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
R-6
PACIFIC NORTHWEST REGION

Reviewed and Approved By
District Ranger — Date
Forest Engineer — Date

Recommended and Approved By
Zone Engineer — Date

Designed By — Date
Reviewed By — Date

Sheet
Title
Sheet 1




U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
R-6
PACIFIC NORTHWEST REGION

District: Cle Elum RANGER DISTRICT

Forest: Okanogan-Wenatchee National Forests

Project: Walter Springs T.S.

Sheet Title: Vicinity Map

Sheet: 2

# ESTIMATE OF QUANTITIES

Sheet 3

Walter Springs T.S.

| ITEM NO. | DESCRIPTION | METHOD OF MEASURE | UNIT | REVISION DATE | QUANTITIES | | | | | | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | ROAD NUMBER | 3111115 | 3111117 | 3111131 | - | - | - | |
| | | | | MILE POST (MILES) | 3.17 | 3.53 | 0.21 | - | - | - | |
| 15101 | Mobilization | AQ | Lump Sum | 2013 | 1.00 | 1.00 | | | | | Rd 3111131 - 15101 Mobilzation will be paid under Rd 3111117 |
| 20104 | Clearing and grubbing, disposal of tops and limbs f, logs f, stumps f | CQ | Acre | 2013 | 2.31 | 2.57 | 0.26 | | | | |
| 20301 | Removal of culvert | AQ | Each | 2013 | | 1.00 | | | | | Culvert shall be removed from Government Lands |
| 20401 | Roadway excavation, compaction method (d), finishing method A | CQ | Cubic Yard | 2013 | 211.00 | | | | | | |
| 20420 | Drainage excavation, type drain dip | AQ | Each | 2013 | | 28.00 | | | | | |
| 25101 | Placed riprap, class 1 | CQ | Cubic Yard | 2013 | 10.00 | | | | | | |
| 30304 | Road reconditioning, ditch | CQ | Mile | 2013 | 1.20 | | | | | | |
| 30318 | Road reconditioning, roadbed, compaction method (d) | CQ | Mile | 2013 | 3.17 | 3.53 | 0.21 | | | | |
| 32203 | Aggregate base, grading c, compaction method B | CQ | Cubic Yard | 2013 | 104.00 | | | | | | |
| 60201 | 18" inch pipe culvert | CQ | Foot | 2013 | 40.00 | | | | | | Furnish and install |

# Notes, Symbols & Typical Details

DISPOSAL OF MERCHANTABLE TIMBER (TIMBER MEETING UTILIZATION STANDARDS):
Merchantable timber (timber Meeting Utilization Standards) shall be decked in locations shown on drawings, within reach of standard loading equipment.

To meet minimum tree specifications, trees must be equal or exceed 7–inches DBH and contain at least one minimum piece. Such timber shall be felled and bucked into log lengths not exceeding 52 ft. Pieces (logs) shall also be considered as meeting Utilization Standards, and be required to be decked, when such pieces would have met Utilization Standards if bucking lengths were varied to include such material. Merchantable timber shall be limbed and bucked. Log decks shall be free of slash and debris. Material not meeting Utilization Standards, including any material remaining after deck removal, shall be disposed of as other construction slash pursuant to Specification 201.04.

MINIMUM UTILIZATION STANDARDS:

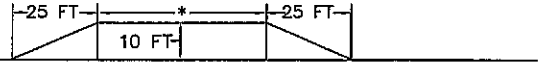
SEE AT.2– Volume Estimate and Utilization Standards.

DISPOSAL OF UNMERCHANTABLE TIMBER: Logs not meeting Utilization Standards which are suitable for use as firewood, may be scattered and decked. Material not suitable for firewood shall be treated by other slash methods.

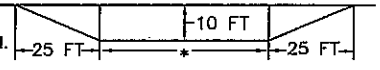
STAKES: All stakes shall have the following minimum nominal dimensions. Hubs shall be 2 in. X 2 in. X 8 in. Guard, reference, slope, and other stakes shall be 0.3 in. X 1.5 in. X 18 in. Lath shall be 0.4 in. X 1.5 in. X 3 ft. Other dimensions and materials may be used, such as steel reinforcing bars and metal pins, if approved by the Engineer. The color of paint or flagging, as well as the colors for use on stakes for clearing, reference, structures, and slope staking shall be fluorescent orange. Other colors may be used if approved in writing by the Engineer.

| SYMBOLS | DESCRIPTION |
|---|---|
| BOP, EOP | BEGINNING OF PROJECT, END OF PROJECT |
| CW | CURVE WIDENING |
| FW | FULL WIDTH AREA* |
| TOL, TOR, TOS | TURNOUT LEFT/RIGHT/SPLIT |
| V | DRAIN DIP |
| LOD | LEAD–OUT DITCH |
| & | CULVERT ( EXISTING ) |
| & | CULVERT ( INSTALL ) |

TURNOUT

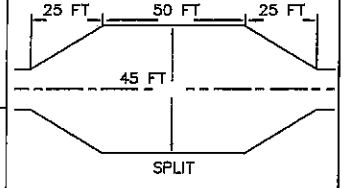



ROAD

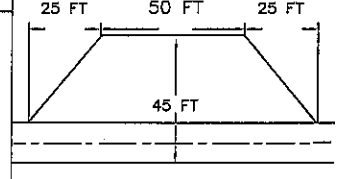



* FULL WIDTH AREA. 50 FT MIN. OR AS SHOWN ON DRAWINGS.

TURNAROUND

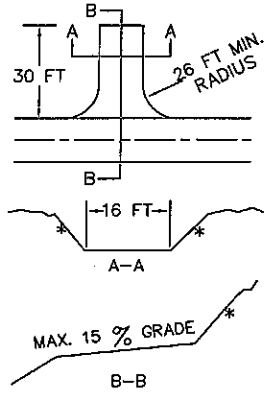



SPLIT




LT./RT.

"J" HOLE




* BACKSLOPES SHALL CONFORM TO CONSTRUCTION TOLERANCES ON ROAD STRUCTURE DETAILS SHEET.

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
R–6
PACIFIC NORTHWEST REGION

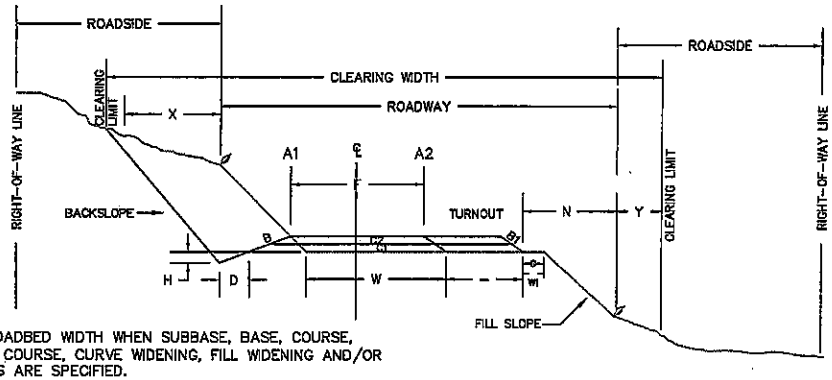
District: Cle Elum RANGER DISTRICT

Not To Scale

Forest: Okanogan–Wenatchee National Forests
Project: Walter Springs T.S.

Sheet Title: Notes, Symbols & Typical Details

Sheet: 4




W1 – EXTRA ROADBED WIDTH WHEN SUBBASE, BASE, COURSE, SURFACE COURSE, CURVE WIDENING, FILL WIDENING AND/OR TURNOUTS ARE SPECIFIED.

| ROAD NUMBER | SEGMENT | STATION | TO STATION | CLEARING: WHICHEVER IS GREATER feet: BEYOND SLOPE TO TOP | CLEARING: MINIMUM BEYOND SHOULDER A1 | CLEARING: MINIMUM BEYOND SHOULDER A2 | GRADING: CONSTRUCTION TOLERANCE | GRADING: FINISH ROADBED | GRADING: ROADBED WIDTH FEET W | GRADING: FILL WIDENING FEET G | GRADING: DITCH DIMENSIONS FEET D | GRADING: DITCH DIMENSIONS FEET H | PAVEMENT STRUCTURE: TRAVELED WAY WIDTH FEET F | PAVEMENT STRUCTURE: GRADATION C1 | PAVEMENT STRUCTURE: GRADATION C2 | PAVEMENT STRUCTURE: COMPACTED DEPTH INCHES C1 | PAVEMENT STRUCTURE: COMPACTED DEPTH INCHES C2 | PAVEMENT STRUCTURE: SLOPE RATIO B | PAVEMENT STRUCTURE: SLOPE RATIO B1 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3111115 | | 0.00 | 3.17 mi | | 5 | 1 | SP | 6d | 14 | | 3 | 1 | | | | | | | |
| 3111117 | | 0.00 | 3.53 mi | | 5 | 1 | SP | 6d | 14 | | | | | | | | | | |
| 3111131 | | 0+00 | 25+25 | | 5 | 1 | SP | 6d | 14 | | | | | | | | | | |

# Road Structure Details

(1) CURVE WIDENING, WHEN SPECIFIED, SHALL BE ADDED TO THE INSIDE OF THE CURVE.

(2) ROADBED WIDTH, FILL WIDENING, TURNOUT LENGTHS, FILL AND BACKSLOPE RATION SHALL BE AS SPECIFIED IN CONSTRUCTION STAKING NOTES AND/OR DRAWINGS.

(3) SEEDING, FERTILIZING AND/OR MULCHING AREA INCLUDES N, X & Y SHOWN ON THE TYPICALS AND ALL OTHER AREAS DISTURBED BY CONSTRUCTION (INCLUDES BURN BAYS AND DECKING AREAS).

(4) TURNOUTS, TURNAROUNDS AND CURVE WIDENING SHALL BE SURFACED TO THE SAME DEPTH AS THE TRAVELED WAY AND TO THE DIMENSIONS SPECIFIED IN CONSTRUCTION STAKING NOTES AND/OR DRAWINGS.

(5) ROADBED TEMPLATE TYPES ARE SHOWN ON THE DRAWINGS AND SHALL BE CONSTRUCTED TO THE FOLLOWING TOLERANCE:

OUTSLOPE (OUT): 0 TO 5 %
INSLOPE (IN): 2 TO 5 %
CROWN (CR): 2 TO 4 %

(6) FINISHING ROADBED:

d. ROCKS PROTRUDING MORE THAN 4 INCHES ABOVE THE SUBGRADE SHALL BE REDUCED TO THE FINISHED SUBGRADE OR REMOVED. NO OVERSIZE MATERIAL SHALL BE LEFT ON THE SHOULDERS OR IN THE DITCHES. OVERSIZE MATERIAL IS DEFINED AS ROCKS 2 INCHES OR GREATER IN DIMENSION.

(7) DITCHES ARE TO BE CONSTRUCTED WHERE NOTED ON THE WORK DESCRIPTION SHEETS OR PLAN AND PROFILE SHEETS.

(SP) CONSTRUCTION TOLERANCE: WHERE CONSTRUCTION STAKES ARE NOT SPECIFIED AND CLEARING LIMIT MARKING IS THE ONLY CONTROL REQUIRED, THE FOLLOWING SHALL GOVERN, UNLESS OTHERWISE SHOWN ON THE DRAWINGS. GRUB STUMPS WITHIN THE ROADWAY AND IN ACCORDANCE WITH FP-03 SPEC. 201.05

ROADBED WIDTH: as shown in column "W", plus curve widening, turnout widths, and fill widening.

CENTERLINE ALIGNMENT – 50 FOOT MINIMUM RADIUS CURVE.

GRADE – CHANGE BETWEEN GRADES SHALL BE UNIFORM AND NOT EXCEED 10 PERCENT IN 25 FEET.

MAXIMUM GRADE: – 10 PERCENT FAVORABLE
– 15 PERCENT ADVERSE

FILL – NATURAL CATCH OBTAINED USING SIDE CAST CONSTRUCTION METHOD.

BACKSLOPE – COMMON 2 H :1 V, ON FLAT GROUND, CUTS UNDER 3 FEET
COMMON 1 H : 1 V, UNDER 55% TO 3/4 V : 1 H, OVER 55%
RIPPABLE 1/2 H : 1 V
SOLID 1/4 H : 1 V

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
R-6
PACIFIC NORTHWEST REGION

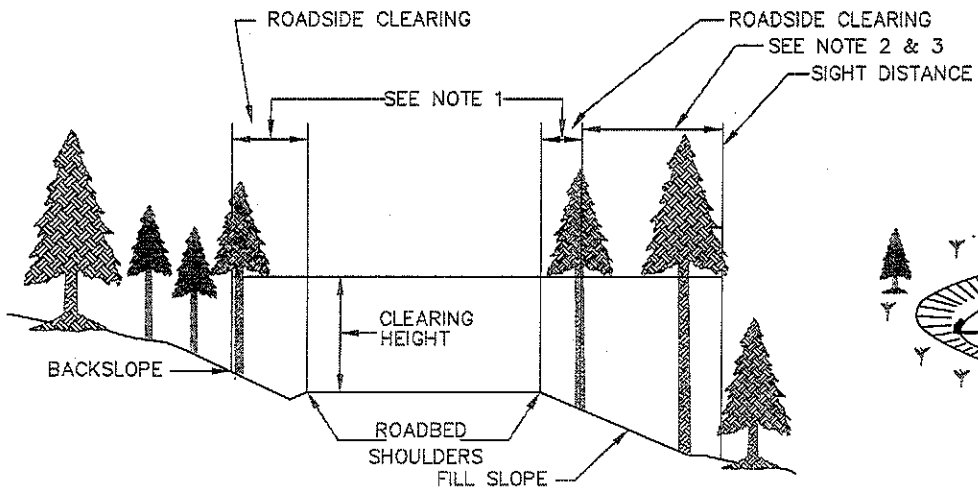
District: Cle Elum RANGER DISTRICT

Not To Scale

Forest: Okanogan-Wenatchee National Forests
Project: Walter Springs T.S.

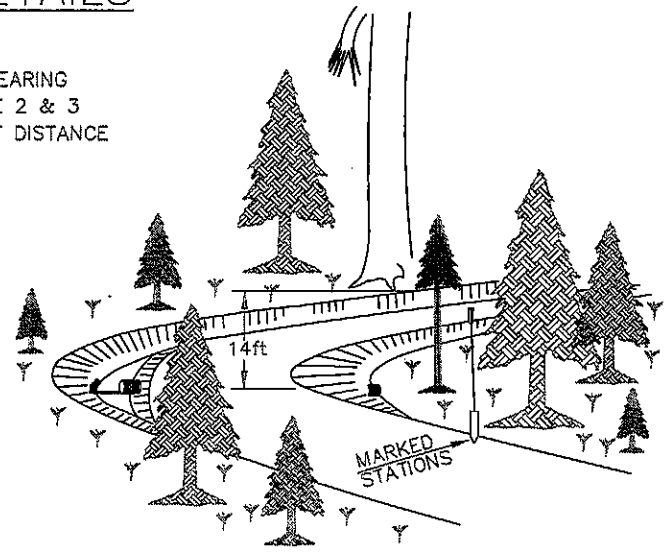
Sheet Title: Road Structure Details
Sheet: 5

# CLEARING DETAILS




## CLEARING LIMITS TYPICAL

NO SCALE




## SIGHT DISTANCE TYPICAL

NO SCALE

NOTES

1. ALL CONIFERS, HARDWOODS AND BRUSH WITHIN 1 FOOT OF THE OUTSIDE SHOULDER OF THE ROAD AND 5 FEET FROM THE BOTTOM OF THE DITCH OR INSIDE SHOULDER SHALL BE REMOVED.

2. THE AREA OF SIGHT DISTANCE CLEARING WILL BE FROM THE ROADSIDE CLEARING LIMIT, TO A LINE OF SIGHT BETWEEN THE BEGINNING AND ENDING STATIONS MARKED ON THE GROUND. CONIFERS WITHIN THIS AREA SHALL BE THINNED TO APPROXIMATELY A 12 FEET TRUNK SPACING, EXCEPT WHERE MARKED WITH PAINT OR FLAGGING FOR REMOVAL TO AN ALTERNATE SPACING. ALL HARDWOODS & BRUSH WITHIN THESE LIMITS SHALL BE REMOVED.

3. BRANCHES ON REMAINING CONIFERS SHALL BE TRIMMED FROM GROUND LEVEL TO A CLEARING HEIGHT LIMIT 14 FEET ABOVE THE ROADBED OR TO A LIMIT OF 60% OF THE TREE'S HEIGHT, WHICHEVER IS LESS. LIMBS OF VEGETATION SHALL BE CUT SO AS TO NOT PROTRUDE WITHIN THE CLEARING LIMITS.

| | | | | | |
|---|---|---|---|---|---|
| U.S. DEPARTMENT OF AGRICULTURE<br>FOREST SERVICE<br>R-6<br>PACIFIC NORTHWEST REGION | District<br>Cle Elum<br>RANGER DISTRICT | | Not To Scale | Forest Okanogan-Wenatchee National Forests<br>Project Walter Springs T.S. | Sheet Title Clearing Details<br>Sheet 6 |

# DRAINAGE LISTING

| ROAD NUMBER | DESIGNED | | ALLOWABLE ALTERNATES | | | | | | INSTALLATION DETAILS | | | MISCELLANEOUS ITEMS | | | | | | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | STATION OR MILE POST | LENGTH FT. | GALVANIZED STEEL 2-2/3" X 1/2" | | ALUMINUM 2-2/3" X 1/2" | | ALUMINUM STEEL 2-2/3" X 1/2" | | TYPE | SKEW | GRADE | DITCH DAM | OUTLET APRON | OUTLET DITCH | LEFT OR RIGHT | GASKET | PIPE ELBOW | |
| | | | DIA. | THICK-NESS | DIA. | THICK-NESS | DIA. | THICK-NESS | | | | | | | | | | |
| 3111 115 | 2.46 MP | 40 | 18" | .064 | 18" | .052 | | | 1 | * | * | | | | | | | |
| | | | | | | | | | | | | | | | | | | ALL LOCATIONS WILL BE STAKED BY THE ER |
| | | | | | | | | | | | | | | | | | | *GRADE AND SKEW SHALL MATCH EXISTING GRADE LINE |

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District: Cle Elum RANGER DISTRICT

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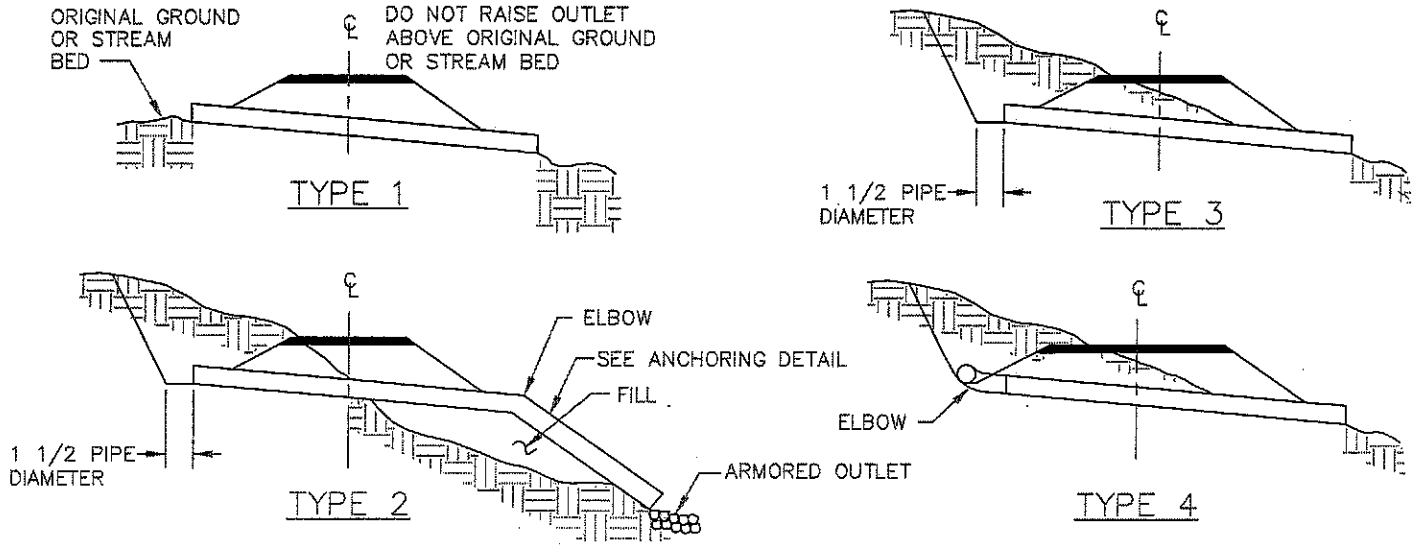
Forest: Okanogan-Wenatchee National Forests

Project: Walter Springs T.S.

Sheet Title: Drainage Listing

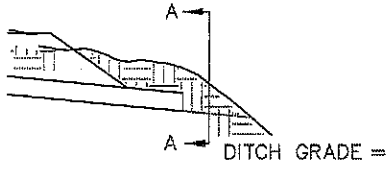
Sheet: 7

# DRAINAGE CONSTRUCTION DETAILS

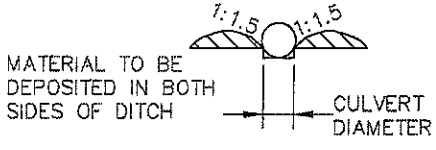



NOTE: MINIMUM COVER OVER CULVERT AT SHOULDER SHALL BE 1ft. BELOW SUBGRADE

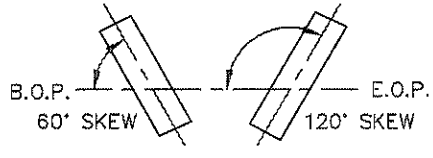
## OUTLET DITCH




## SECTION A–A



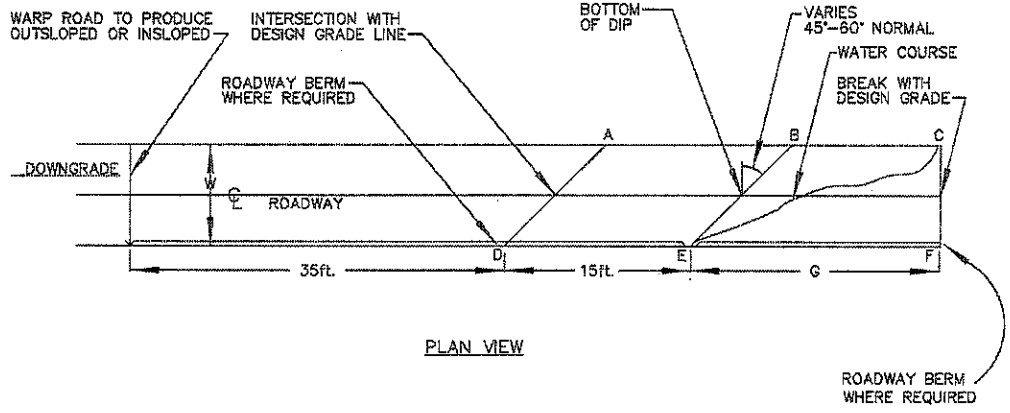

## SKEW DIAGRAM




B.O.P. = BEGINNING OF PROJECT
E.O.P. = END OF PROJECT

| | | | | | |
|---|---|---|---|---|---|
| U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE R–6 PACIFIC NORTHWEST REGION | District: Cle Elum RANGER DISTRICT | | Not To Scale | Forest: Okanogan–Wenatchee National Forests<br>Project: Walter Springs T.S. | Sheet Title: Drainage Construction Details<br>Sheet: 8 |

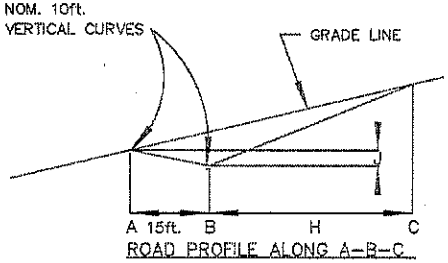
# DRAIN DIP DETAILS



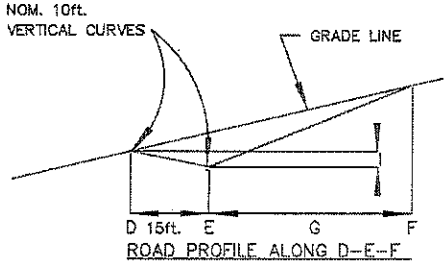

PLAN VIEW

ALL NUMBERS ARE IN FEET UNLESS STATED OTHERWISE

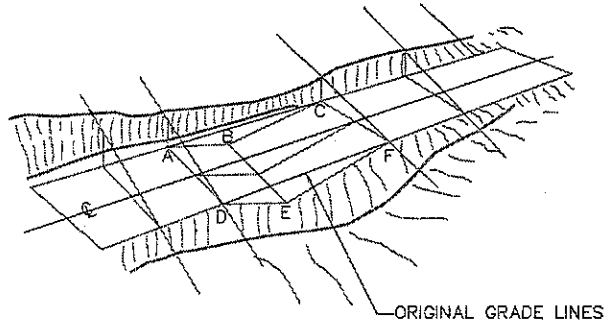
| % ROAD GRADE | W=12ft. TO 14ft. | | | | W=24ft. | | | |
|---|---|---|---|---|---|---|---|---|
| | LENGTH | | DEPTH | | LENGTH | | DEPTH | |
| | G | H | I | J | G | H | I | J |
| UNDER 3 | 62 | 50 | 0.66 | 0.30 | 74 | 50 | 1.15 | 0.30 |
| 7 | 72 | 60 | 0.66 | 0.20 | 84 | 60 | 1.25 | 0.20 |
| 9 | 82 | 70 | 0.66 | 0.10 | 94 | 70 | 1.31 | 0.10 |



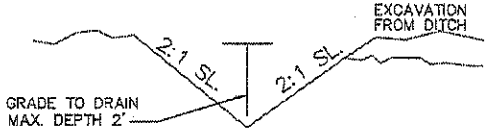

ROAD PROFILE ALONG A–B–C




ROAD PROFILE ALONG D–E–F




PERSPECTIVE VIEW




TYPICAL SECTION LEAD–OFF DITCH

NOTE: PLAN SHOWN IS FOR OUTSLOPED ROLLING DIP. DIPS MAY BE EITHER INSLOPED OR OUTSLOPED. WHEN INSLOPED, DIPS SHALL DISCHARGE INTO A CULVERT, DROP INLET, OVERSIDE DRAIN OR ONTO NATURAL GROUND. THE MINIMUM CROSS GRADE FROM "B" TO "E" IS 4% GREATER THAN THE ORIGINAL ROAD GRADE.

U.S. DEPARTMENT OF AGRICULTURE
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PACIFIC NORTHWEST REGION

District: Cle Elum RANGER DISTRICT

Not To Scale

Forest: Okanogan–Wenatchee National Forests

Project: Walter Springs T.S.

Sheet Title: Drain Dip Details

Sheet: 9

Road no.:3111115

| Sta. (MI) | Work Description |
|---|---|
| 0.00 | Begin Road Reconditioning |
| | Begin Clearing and Grubbing |
| 0.17 | Recondition Ditch left |
| 0.27 | End Recondition Ditch left |
| 0.47 | Hole in road, place 10 cy fill |
| 0.54 | Begin Recondition Ditch Left |
| 0.55 | Hole in road, place 10 cy fill |
| 0.57 | End Recondition Ditch Left |
| 0.79 | Begin Recondition ditch Left |
| 0.93 | End Recondition Ditch left |
| 0.98 | Begin Recondition Ditch right |
| 1.01 | Begin Recondition Ditch left |
| | End Recondition Ditch right |
| 1.06 | End Recondition Ditch left |
| 1.13 | Begin Recondition Ditch left |
| 1.17 | End Recondition Ditch left |
| 1.19 | Begin Recondition Ditch left |
| 1.25 | End Recondition Ditch left |
| 1.50 | Begin Recondition Ditch left |
| 1.52 | End Recondition Ditch left |
| 2.06 | Begin Recondition Ditch left |
| 2.14 | End Recondition Ditch left |
| 2.19 | Begin Recondition Ditch left |
| 2.22 | End Recondition Ditch left |
| | Begin Recondition Ditch right |
| 2.24 | End Recondition Ditch right |
| 2.26 | Begin Recondition Ditch right |
| 2.40 | End Recondition Ditch right |
| | Begin Recondition Ditch left |
| 2.46 | Install 18" X 40' CMP |
| 2.67 | Creek Crossing - Begin placing Aggregate, 6" compacted depth x 14 ft. wide |
| 2.71 | End Recondition Ditch left |
| 2.72 | Existing Culvert - Place 10 cy Riprap-Class 1, (5 cy inlet/5 cy outlet) |
| 2.74 | Begin Recondition Ditch right |
| 2.75 | End Aggregate Placement |
| 2.82 | End Recondition Ditch right |
| 2.86 | Begin Recondition Ditch right |
| 3.10 | Construct Drain Dip |
| | End Recondition Ditch right |
| 3.11 | Begin Excavation, Excavate cutslope to obtain 14ft wide road width, Reshape fill. |

Slopes shall be shaped to 1 ½ H:1 V.

Road no.:3111115 Cont.

| Sta. (MI) | Work Description |
|---|---|
| 3.13 | End Excavation |
| 3.14 | Begin Recondition Ditch right |
| 3.17 | End Recondition Ditch right |
| | End Road Reconditioning |
| | End Clearing and Grubbing |
| | EOP |

Road no.:3111117

| Sta. (MI) | Work Description |
|---|---|
| 0.00 | Begin Brushing |
| | Begin Road reconditioning |
| 0.09 | Construct drain dip |
| 0.16 | Construct drain dip |
| 0.68 | Remove and dispose of CMP |
| | Construct Drain Dip |
| 0.77 | Construct Drain dip |
| 0.84 | Construct Drain Dip |
| 1.04 | Construct Drain Dip |
| 1.21 | Construct Drain Dip |
| 1.50 | Construct Drain Dip |
| 1.58 | Construct Drain Dip |
| 1.77 | Construct Drain Dip |
| 1.83 | Construct Drain Dip |
| 1.89 | Construct Drain Dip |
| 1.96 | Construct Drain Dip |
| 2.05 | Construct Drain Dip |
| 2.14 | Construct Drain Dip |
| 2.25 | Construct Drain Dip |
| 2.33 | Construct Drain Dip |
| 2.39 | Construct Drain Dip |
| 2.50 | Construct Drain Dip |
| 2.62 | Construct Drain Dip |
| 2.80 | Construct Drain Dip |
| 2.87 | Construct Drain Dip |
| 3.07 | Construct Drain Dip |
| 3.17 | Construct Drain Dip |
| 3.25 | Construct Drain Dip |
| 3.29 | Construct Drain Dip |
| 3.43 | Construct Drain Dip |
| 3.51 | Construct Drain Dip |
| 3.53 | Do not remove large tree on right |
| | EOP |

Road no.:3111131

| Sta. (Ft) | Work Description |
|---|---|
| 0+00 | Begin Road Reconditioning |
| | Begin Clearing & Grubbing |
| 2+00 | End Road Reconditioning |
| | End Clearing & Grubbing |
| (2+00 | Start Prehaul maintenance |
| 16+00 | End Prehaul Maintenance) |
| 16+00 | Begin Road Reconditioning |
| | Begin Clearing & Grubbing |
| 25+25 | End Road Reconditioning |
| | End Clearing & Grubbing |
| | EOP |

U.S. DEPARTMENT OF AGRICULTURE
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R-6
PACIFIC NORTHWEST REGION

District: Cle Elum RANGER DISTRICT

Not To Scale

Forest: Okanogan-Wenatchee National Forests
Project: Walter Springs T.S.

Sheet Title: Work Descriptions

Sheet: 10

**Sale Name:** Walter Springs

TRAFFIC CONTROL PLAN AND SPECIFICATIONS PURSUANT TO BT6.33 SAFETY

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

Part I. Signing and Other Warning Methods:

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

| MINIMUM LETTER SIZE AND LEGEND | MINIMUM SIZE AND SHAPE | WHEN AND WHERE REQUIRED |
|---|---|---|
| 1. LOGGING OPERATIONS NEXT _____ MILES (4" letters) | 24" (rectangle) 36" | Min. 100 ft. outside of any continuous work areas, on roads listed in CT5.31# 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 CT5.31# and temporary roads intersect with CT5.31# 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 CT5.31# 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 Purchaser road maintenance operations on roads listed in Schedule CT5.31#. |

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.

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

Purchaser 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 CT5.31# and temporary roads, Purchaser may temporarily block the road in lieu of furnishing flag personnel.

(b) Barricades. On roads listed in CT5.31#, if Purchaser'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, Purchaser 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 CT5.31#, Purchaser 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.

**Sale Name:** Walter Springs

TRAFFIC CONTROL PLAN AND SPECIFICATIONS - BT6.33 Safety (continued)

Part II. Specific Requirements:

**NA**

Purchaser and Forest Service agree to the above stated requirments of the Traffic Control Plan:

| | |
|---|---|
| Name | Name |
| Title | Title |
| Date | Date |

**T-803 - SNOW REMOVAL (05/07)**

803.01 Description

This Section provides for removal of snow from roads to facilitate logging operations and safe use.

803.02 Maintenance Requirements

(1) Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS.

(2) Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other Forest values.

(3) Do not undercut banks. Do not blade gravel or other surfacing material off the road.

(4) Keep roadbed drainage ditches, drain dips, and culverts functional when needed during operations and upon completion of operations.

(5) Control snow removal to identify the usable traveled way having roadbed support. Reshape over-width plowing as necessary to define the usable width.

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

(7) Close roads to wheeled vehicles at times and in the manner specified in C(T)5.12 or the Road Rules document.

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

(9) Remove snow for either public access or project use as established in the SUPPLEMENTAL SPECIFICATIONS and meet the following requirements:

(a) Removal for Public Access (Method JU) - Remove snow from all of the traveled way, including turnouts, for safe and efficient use for both timber transportation and the public. Remove intruding windfalls, debris, or slough and slide material for the full width of the traveled way and deposit out of drainage's at locations designated by the Contracting Officer.

(b) Removal for Project Use (Method TS) - Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at locations designated by the Contracting Officer.

(10) When directed by the Contracting Officer, replace in kind, within sixty (60) days after the start of Normal Operating Season, any surfacing material which has been bladed off the road, unless otherwise agreed. Contracting Officer will notify Purchaser in writing as to the cubic yard equivalent of bladed off material by the start of the normal operating season.

## 803.03 Equipment

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

a. Type or use of equipment is not restricted in C(T)5.12 or Road Rules document.

b. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road.

c. The use of plows or dozers to remove snow requires written approval by the Contracting Officer. Equip plows or dozers with shoes or runners to keep the dozer blade a minimum of 2 inches above the road surface unless otherwise approved by the Contractor Officer.

## 803.04 Ice Control

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

**T-811 - BLADING (10/07)**

## 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.

| **Invasive Species of Concern Prevention Practices** |
|---|
| *N/A* |

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.

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-812 - DUST ABATEMENT (05/09)**

812.01 Description

This work consists of applying dust palliatives on roads shown in the Road Listing.

812.02 Materials

The dust palliative materials are shown in the Road Listing, unless shown as Optional for Purchaser's election. If Optional is shown then the Purchaser may use any of the products listed below. Dust palliative materials shall meet the following requirements:

A. Water (H2O) will be obtained from sources SHOWN ON THE DRAWINGS or listed in the SUPPLEMENTAL SPECIFICATIONS to Section T-891 Water Supply, unless otherwise approved by the Contracting Officer.

B. Lignin Sulfonate (LIG S) Provide certification that the material meets the requirements of Subsection 725.20 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03)" and the Forest Service Supplemental Specification 725.20.

C. Magnesium Chloride (MG CL2) Provide certification that that the material meets the requirements of Subsection 725.02 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP03) " and the Forest Service Supplemental Specification 725.02.

D. Calcium Chloride Brine (CA CL2B). Provide certification that the material meets the requirements of Subsection 725.02 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP03)" and the Forest Service Supplemental Specification 725.02.

E. Calcium Chloride Flake (CA CL2F). Provide certification that that the material meets the requirements of Subsection 725.02 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP03) " and the Forest Service Supplemental Specification 725.02.

F. Bituminous dust palliatives. Manufacture materials specifically for dust abatement purposes which conform to the requirements of Section T-892 for each listed road in the Road Listing.

812.03 Methods

As shown in the SUPPLEMENTAL SPECIFICATIONS, Purchaser may utilize a variety of methods to decrease or eliminate the need for dust abatement

812.04 Equipment

A. Design, equip, and operate application equipment for spreading dust palliatives so that the material is uniformly applied at the rate and traveled way widths shown in the Road Listing

B. For bituminous palliatives provide equipment that heats and applies the bituminous material. Provide a bituminous distributor that is self-powered and mounted on pneumatic tires and equipped with a pump and circulating spray bar, a tachometer, pressure gauges, accurate volume measuring devices such as visual volume dial or gauge calibrated to the tank, and a thermometer. Provide equipment which is a standard commercial type of proven performance.

C. Accomplish dilution of dust palliatives within the application vehicle with the water source protected from contamination. Circulate the resulting mixture at least five (5) minutes to ensure uniform mixing prior to application.

812.05 Maintenance Requirements

A. Limit water applications to abatement for hauling vehicles and provide at a frequency and rate which controls dust such that vehicle tail lights and turn signals remain visible. Vary rates of application as needed but remain low enough to avoid forming rivulets. Accomplish the abatement by sufficient frequency of application without saturating and softening the traveled way. Compacted or glazed road surface or wheel tracks may be loosened as needed for water penetration.

B. Apply all other dust palliatives at the rates and times agreeable to the Contracting Officer. The Road Listing shows the expected average application rate and may be varied to meet field conditions. Lignin Sulfonate, Magnesium Chloride, and Calcium Chloride Brine are listed as gallons per square foot of the undiluted product at fifty (50), thirty-three (33), and thirty-eight (38) percent respectively. Calcium Chloride Flake is listed in pounds per square foot at seventy-seven (77) percent concentration.

C. Apply bituminous dust palliatives only when the surface to be treated contains sufficient moisture to obtain uniform distribution of the dust palliative unless noted differently in the SUPPLEMENTAL SPECIFICATIONS.

D. Prior to initial application, when needed, the road will be bladed and shaped under Section T-811, Blading.

E. Required subsequent applications may be applied to the existing road surface without blading.

F. Dust palliatives will not be applied in a manner that spatters or mars adjacent structures or trees, or placed on or across cattleguards or bridges. Discharge dust abatement material only on roads approved by the Contracting Officer.

## T-831 - DITCH MAINTENANCE (10/07)

### 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** |
|---|
| *N/A* |

## T-834 - DRAINAGE STRUCTURE MAINTENANCE (10/07)

### 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** |
|---|
| *N/A* |

**SPECIAL PROJECT SPECIFICATION**
**T-835-01F DRAINAGE STRUCTURE AND ENTRANCE BARRIER (02/06)**

A. Drainage Structure Placement

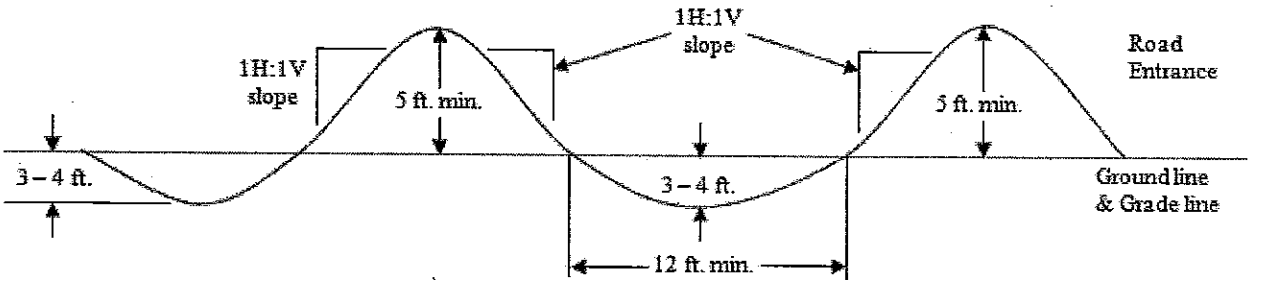
Waterbar roadbed at intervals based on the below table:

| Road Grade | Minimum Waterbar Spacing |
|---|---|
| 0-3% | 200 feet |
| 3-6% | 175 feet |
| 6-9% | 150 feet |
| 9-12% | 125 feet |
| 12-15% | 100 feet |
| Greater than 15% | 75 feet |

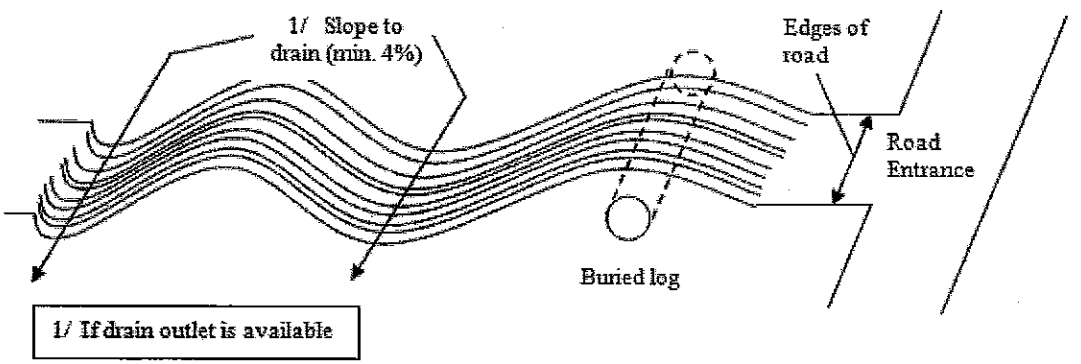
B. Entrance Devices

Any rocks placed in road must allow a minimum 60" clearance for snowmobile passage and any logs placed on roadway must be placed as flat as practicable.

TYPICAL EARTH BARRIER
(no scale)




**Profile View**




**Sketch View**

**T-835 - ROADWAY DRAINAGE MAINTENANCE (05/07)**

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 Purchaser'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 1/2 inch per yard of width.

Method B: Insloping the roadbed at not less than 1/2 inch per yard of.

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 Purchaser's property to be removed from National Forest System land. Remove and replace any purchaser-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.

D. Seeding

Seed and fertilize all disturbed areas in accordance with requirements set forth in Section T-841.

## T-836 - MAINTENANCE FOR LIMITED USE (05/07)

### 836.01 Description

This work consists of making limited use roads passable for joint use by Purchaser and high clearance vehicles, and providing drainage from the traveled way and roadbed.

### 836.02 Maintenance Requirements

A. Traveled Way

Purchaser 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:

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. Purchaser 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. Posthaul

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 purchaser modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.

## T-838 - MAINTENANCE FOR HIGH CLEARANCE VEHICLE USE (05/07)

### 838.01 Description

This work consists of making limited use roads passable for project use by Purchaser and providing drainage from the traveled way and roadbed.

### 838.02 Maintenance Requirements

A. Traveled Way

Purchaser may smooth or fill existing cross ditches and water bars and as approved by the Contracting Officer modify existing road junctions to enable vehicle access. The Purchaser may perform the following work prior to beginning haul and resumption of haul after an extended stoppage:

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. 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). 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 that meets utilization standards or deck at locations approved by the Contracting Officer.

   c. Place all removed materials away from drainages.

   d. During use, maintain drainage structures including dips, ditches and culverts in a usable 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. Purchaser 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, which are not capable of supporting a vehicle, on the roadbed to provide the 12 feet 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 Contracting Officer approves 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. Posthaul

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 purchaser modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.

## T-839 - MAINTENANCE FOR PROJECT USE (05/07)

### 839.01 Description

Work consists of providing minimum access required for Purchaser's Operations and associated Forest Service contract administration and preventing unacceptable resource or road damage.

### 839.02 Maintenance Requirements

A. Purchaser is authorized to perform the following maintenance to provide vehicle passage and drainage:

1. Purchaser is authorized to perform the following maintenance to provide vehicle passage and drainage.

2. Smoothing or filling existing cross ditches and water bars.

3. Installing Purchaser-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 drainage's.

   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 Purchaser'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 Purchaser-installed temporary structures from National Forest System land. Associated commercially-obtained materials shall remain the property of the Purchaser.

C. Remove or reshape Purchaser improvements at road junctions, as approved by the Contracting Officer at the time of improvement.

**SPECIAL PROJECT SPECIFICATION**
**T-841-01F - VEGETATION ESTABLISHMENT**

Modify T-841 as follows:

Delete T-841.03.C.1.

**T-841 - VEGETATION ESTABLISHMENT (05/07)**

841.01 Description

This work consists of applying seed, fertilizer, mulch, and planting containerized or bare root plant stock singularly or in specified combinations to roadways and disposal areas. Work area may be limited to designated portions of the roadway and roadside or include treatment of the entire area bounded by the outer limits of the roadsides.

841.02 Materials and Application Rates

Provide the following listed materials:

A. Fertilizer: Fertilizer shall be a standard commercial grade and provide the minimum percentage of available nutrients designated.

| % Nitrogen | % Phosphorus | % Potassium | % Sulfur |
|---|---|---|---|
| **N/A** | **N/A** | **N/A** | **N/A** |

Furnish fertilizer in sealed containers with the composition, weight, and guaranteed analysis of contents clearly marked. Apply at the rate of **N/A** pounds per acre.

B. Seed:

1. This work consists of furnishing and placing required seed mix on all areas disturbed under this contract and on any other areas specified.

2. Apply the seed in the following amounts and mixtures:

| Species | Application Rate (Pounds/Acre) | |
|---|---|---|
| Blue Wildrye *Elymus glaucus*) 'Keechelus' | 5 | |
| Idaho Fescue (*Festuca idahoensis*) 'Wenatchee' | 1 | |
| Bluebunch wheatgrass (*Pseudoerigneriaspicata*) 'Swauk' or 'Squilchuck' | 2 | |
| California Brome (*Bromus carinatus*) 'Reecer' | 8 | |
| | | |

3. Use hand-operated seeding devices, or other devices approved by the Contracting Officer, to apply seed.

4. Furnish weed-free seed, with additional requirement that no seed containing any prohibited noxious weed seed, or any restricted noxious weed seed in excess of current state standards, for those weeds as defined in the current publication commonly referred to as the "All States Noxious Weed List" while the standards for prohibited and restricted noxious weeds are to be found in the appropriate state law or regulations.

   Furnish seed separately or in mixture in standard containers 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), and (5) percentage of maximum weed seed content clearly marked for each kind of seed; (6) certification that the seed lot meets applicable State and Federal laws with regard to prohibited and restricted noxious weeds clearly marked for each kind of seed. Furnish the Contracting Officer duplicate signed copies of a certificate signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysts 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 the date of application. This certification 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 content, (8) certification that the seed lot meets applicable State and Federal laws with regard to prohibited and restricted noxious weeds, and (9) in the case of a mixture, the proportions of each 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 from the Contracting Officer.

C. Mulch: Apply mulch materials as follows:

| Mulch Type | Application Rate |
|---|---|
| **N/A** | **N/A** |

D. Plant Stock: Furnish the following listed plant materials:

| Stock | Size | Bare Root | Containerized |
|---|---|---|---|
| **N/A** | **N/A** | **N/A** | **N/A** |

## 841.03 Schedules and Applications

A. Schedule

1. Seeding may not be done until all other ground-disturbing work on the road has been completed and accepted. Complete seeding as soon as other ground-disturbing work is accepted, unless a specific seeding season is listed below.

   Seeding season: **September 1** to **October 31**.

2. Do not apply the treatment when the ground is frozen or excessively wet. Terminate application during periods when there is too much wind to allow consistent treatment rates and control of the treatment area to the designated limits.

B. Roadside and Slope Treatment

1. Roadsides will not require advance preparation unless required in the SUPPLEMENTAL SPECIFICATIONS or as SHOWN ON THE DRAWINGS.

2. Apply the designated treatment by hand operated machine. When both roadbed (under 841.03C) and slopes are shown in the SUPPLEMENTAL SPECIFICATIONS for treatment, application may be done at the same time.

3. The Contractor will not be required to operate self-propelled equipment beyond the defined roadbed. Do not apply treatment materials to the foreslope of ditches unless roadbed treatment (841.03C) is also required.

C. Roadbed Treatment

1. Scarify portions of the roadbed not previously disturbed and left loose under Section T-835 to a minimum depth of 4 inches unless bedrock is encountered at a lesser depth. The maximum distance between furrows formed by scarification is 12 inches.

2. Treat barrier mounds placed under Section T-835 while in a roughened condition.

D. Planting

1. Plant designated woody plant materials at the staked locations or designated spacings.

2. Place containerized plant stock in an appropriately sized hole formed by a dibble or other device to place the roots at the proper depth.

3. Place bare root plant stock in a slotted cut formed by a mattocks, pulaski, or other edged tool. Place the crown at ground level. Do not bend or break the roots.

4. Compress the area adjacent to the hole by foot or special tool to form a depression up and down slope from the stem and force the soil against the container or roots with no air voids.

5. Hold the plantings firmly in place by the soil. When checked by pulling upward on the top ½ inch of the plant stem, the planting shall either break at the hold point or the area compressed against the roots show evidence of movement. Remove and replace with fresh stock plantings that are not held firmly by the soil.

841.04 Government Provided Materials

The Government will provide the following listed materials. At least ten (10) calendar days notice must be given to the Contracting Officer prior to actual date material will be picked up.

Materials will be provided at: **N/A**

## T-842 - CUTTING ROADWAY VEGETATION (10/07)

### 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 Purchaser'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. Remove limbs and chunks in excess of 3 inches in any dimension from the traveled way and shoulders.

D. Invasive Species of Concern

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** |
|---|
| *N/A* |

## T-891 - WATER SUPPLY AND WATERING (05/07)

### 891.01 Description

This work consists of providing facilities to furnish an adequate water supply, hauling and applying water.

### 891.02 Materials

If the Purchaser elects to provide water from other than designated sources, the Purchaser is responsible to obtain the right to use the water, including any cost for royalties involved. Suitable and adequate water sources available for Purchaser's use under this contract are designated as follows:

| Location Road | Location Milepost | Use Restrictions |
|---|---|---|
| 3100000 | MP 11.4 (T 18 N, R 15 E, sec.22) | *See below |
| 3111115 | MP 2.7 (T 18 N, R 15 E, sec. 25) | *See below |

### 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 Purchaser's operations. Flowing streams may be temporarily sandbagged or a weir placed to pond water, provided a minimum flow of **5** cu. ft/sec is maintained. Obtain approval from the Contracting Officer on improvements for sandbags or weirs prior to placement.

*The intake on any pump used for diverting water from a fish-bearing waterbody shall be screened with material that has openings no larger than 5/64 inch for square openings, measured side to side, or 3/32 inch diameter for round openings, and the screen must have at least one square inch of functional screen area for every gallon per minute (gpm) of water drawn through it. For example, a 100 gpm-rated pump would require at least a 100 square inch screen. Screen maintenance shall be adequate to prevent injury or entrapment to juvenile fish and shall remain in place

whenever water is withdrawn from the waterbody through the pump intake. Fish within construction sites that will be dewatered or isolated from the main waterbody shall be captured and safely moved from the job site. Fish capture and transportation equipment shall be available on the job site during all in water activities.