

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE INTEGRATED RESOURCE CONTRACT (Applicable to Contracts with Measurement after Harvest)		Name of Contractor S A M P L E C O N T R A C T	
National Forest Tongass	Ranger District Thorne Bay	Region Alaska	Contract Number
Contract Name BIG THORNE STEWARDSHIP		Award Date	Termination Date 09/30/2024

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

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

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

UNITED STATES OF AMERICA

Two Witnesses: 2/

By: _____
 Contracting Officer

 (Name)

 (Title)

 (Address)

 (Contractor) 3/

 (Name)

By: _____

 (Address)

 (Title)

 (Business Address)

I, 4/ _____, certify that I am the _____
 Secretary of the corporation named as Contractor herein; that _____
 who signed this contract on behalf of Contractor, was then _____
 of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is
 within the scope of its corporate powers.

**CORPORATE
 SEAL 5/**

INSTRUCTIONS:

1/ If Contractor is a corporation, state a "corporation organized and existing under the laws of the State of _____" and specify the State; if Contractor is a partnership, state a "partnership consisting of _____" and specify the names of each partner; and if Contractor is a sole proprietor doing business under an assumed name, state "(n) individual doing business under the name of _____ City of _____, State of _____."

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

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

4/ The certificate must be completed if Contractor is a corporation.

5/ For companies incorporated in States that require a corporation seal, if the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/

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

Contract Name: _____
National Forest: _____

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

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

Name of Subcontractor: _____
Business Address: _____

_____ Date _____ Signature

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

T68S, R81E, Sections 24, 25 and 36; T68S, R82E, Sections 8, 9, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36; T68S, R83E, Section 31; T69S, R82E, Sections 1, 2, 3, 9, 10, 11, 12, 13, 14, 15, 20, 22, 23, 24, 25, 26 and 36; T69S, R83E, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36; T69S, R84E, Sections 18, 19, 28, 29, 30, 31, 32, 33 and 34; T70S, R82E, Section 1; T70S, R83E, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 34, 35 and 36; T70S, R84E, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35; T71S, R81E, Sections 11, 12, 13, 14, 23, 24, 25, 26, 35 and 36; T71S, R82E, Sections 7, 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36; T71S, R83E, Sections 1, 2, 3, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36; T71S, R84E, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36; T71S, R85E, Sections 18 and 31; T72S, R81E, Sections 1, 2, 3, 10, 11, 12, 13, 14 and 24; T72S, R82E, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31, 32, 33 and 34; T72S, R83E, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24 and 26; T72S, R84E, Sections 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 14, 15, 16, 18 and 22; T72S, R85E, Section 6; T70S, R82E, Section 1; T73S, R83E, Section 6; and T73S, R82E, Section 1; Copper River Meridian.

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

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

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

A.4.2 - Flat Rates, applicable for Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Western Hemlock	Sawtimber	MBF	2.00	2.00			.00
Western Red Cedar	Sawtimber	MBF	6.00	9.32			.00
Sitka Spruce	Sawtimber	MBF	10.00	292.90			.00
Alaska Cedar	Sawtimber	MBF	6.00	173.18			.00
Western Hemlock Utility	Pulpwood	MBF	2.00	2.00			.00
Sitka Spruce Utility	Pulpwood	MBF	2.00	2.00			.00

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

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

Mandatory Stewardship Projects					
Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
M1	Balls Lake Trail Renovation	Each	1.00		
M2	Boy Scout Trail Renovation	Each	1.00		
M3-M49	Wildlife Habitat Improvement - Pre Commercial Thinning of 16' x 16' Spacing	Acres	1,652.00		
M92	Luck Creek Restoration Phase I	Each	1.00		
M93	Engineering - Fish Passage Improvement	Each	1.00		

Optional Stewardship Projects						
Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
6	O50-O91	Wildlife Habitat Improvement - Pre Commercial Thinning of 14' x 14' Spacing	Acres	2,711.00		
7	O94	Luck Creek Restoration Phase II	Each	1.00		

The following definitions are established for the terms used in A.4:

Base Rates are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under D.3.1, D.3.2, or D.3.3.

Advertised Rates are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in A.7, but are never less than Base Rates.

Bid Premium Rates are the amounts by which Contractor's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in D.3.1, D.3.2, and D.3.3.

Bid Rates are the rates bid by Contractor (exclusive of Required Deposits for slash disposal, road maintenance, and contract scaling) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in A.4.1 is the Tentative Rate that is subject to quarterly adjustment under D.2; for species and products in A.4.2, the Bid Rate is the Flat Rate.

Required Deposits are deposits that Contractor may be required to pay for slash disposal (16 USC 490), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in K-F.3.2#; and contract scaling deposits, if any, are given in K-G.8.1.6#.

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

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

Species	Index Name and Date
Not Applicable	

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

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

* 12" OR 1/3 STUMP DIAMETER

A.7 - Specified Roads, applicable to F.2Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects(2003)-english

Project		Design Class	Appro. Length (mi./km.)	Sheet Numbers and Approval Date		Performance Responsibility		
Road No.	Name					Survey	Design	Construction Staking 1/
3000195LG	ROAD NUMBER (C) (segment .46 to 1.41)	Single Lane - 10 mp	.95 / 1.53	7	08/08/2014	FS	FS	FS BC
3023501	ROAD NUMBER (C) (segment 0 to .54)	Single Lane - 10 mp	.54 / .87	12	08/08/2014	FS	FS	FS BC
3012140	ROAD NUMBER (C) (segment 0 to .58)	Single Lane - 10 mp	.58 / .93	8	08/08/2014	FS	FS	FS BC
3018550	ROAD NUMBER (C) (segment 0 to 1)	Single Lane - 10 mp	1 / 1.61	12	08/08/2014	FS	FS	FS BC
3023500	BIG LAKE (R) (segment .9 to 3.98)	Single Lane - 10 mp	3.08 / 4.96	12	08/08/2014	FS	FS	FS BC
3018500	BOTTOM OF THE HILL (R) (segment 0 to 1.42)	Single Lane - 10 mp	1.42 / 2.29	12	08/08/2014	FS	FS	FS BC
3018130	DEER CREEK HEADWATER (R) (segment 0 to 1.14)	Single Lane - 10 mp	1.14 / 1.83	11	08/08/2014	FS	FS	FS BC
3018000	DEER CREEK MID-VALLEY (R) (segment 0 to 3.42)	Single Lane - 10 mp	3.42 / 5.5	11	08/08/2014	FS	FS	FS BC
3018000	DEER CREEK MID-VALLEY 2 (R) (segment 7.69 to 8.95)	Single Lane - 10 mp	1.26 / 2.03	11	08/08/2014	FS	FS	FS BC
3030100	EAGLE CREEK (R) (segment 1.24 to 3.44)	Single Lane - 10 mp	2.2 / 3.54	12	08/08/2014	FS	FS	FS BC
3012180	EAST RIO BEAVER SPUR (R) (segment 0 to 1.8)	Single Lane - 10 mp	1.8 / 2.9	8	08/08/2014	FS	FS	FS BC
3015600	ECHO SPUR (R) (segment 1.61 to 3.42)	Single Lane - 10 mp	1.81 / 2.91	10	08/08/2014	FS	FS	FS BC
3017100	FALLS CREEK (R) (segment 0 to 3.41)	Single Lane - 10 mp	3.41 / 5.49	10	08/08/2014	FS	FS	FS BC
3015635	FIDDLER CREEK (R) (segment 0 to 3.95)	Single Lane - 10 mp	3.95 / 6.36	10	08/08/2014	FS	FS	FS BC
2000440	GO WEST (R) (segment 0 to 2.15)	Single Lane - 10 mp	2.15 / 3.46	6	08/08/2014	FS	FS	FS BC
3017000	GRAVEL CREEK (R) (segment 0 to 1.04)	Single Lane - 10 mp	1.04 / 1.67	10	08/08/2014	FS	FS	FS BC
2030000	LAKE ELLEN ROAD (R) (segment 0 to 3.32)	Single Lane - 10 mp	3.32 / 5.34	6	08/08/2014	FS	FS	FS BC
3000300	LITTLE RATZ NORTH (R) (segment 0 to 1.48)	Single Lane - 10 mp	1.48 / 2.38	7	08/08/2014	FS	FS	FS BC
3015000	NORTH THORNE RIVER (R) (segment 9.11 to 11.39)	Single Lane - 10 mp	2.28 / 3.67	10	08/08/2014	FS	FS	FS BC
3017200	NORTHFORK LAVA CREEK (R) (segment 0 to 2.3)	Single Lane - 10 mp	2.3 / 3.7	11	08/08/2014	FS	FS	FS BC
2030100	OVER SECTION 6 (R) (segment 1.31 to 3.64)	Single Lane - 10 mp	2.33 / 3.75	6	08/08/2014	FS	FS	FS BC
3000306	RATZ (R) (segment 0 to .4)	Single Lane - 10 mp	.4 / .64	7	08/08/2014	FS	FS	FS BC
3012000	RIO BEAVER (R) (segment	Single Lane - 10 mp	1.64 / 2.64	8	08/08/2014	FS	FS	FS BC

Specified Roads, applicable to F.2

Project		Design Class	Appro. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking ^{1/}
3012100	RIO BEAVER EAST 100 (R) (segment 0 to 1.73)	Single Lane - 10 mp	1.73 / 2.78	8 08/08/2014	FS	FS	FS BC
3012200	RIO BEAVER WEST 2 DOT LAKE (R) (segment 0 to .84)	Single Lane - 10 mp	.84 / 1.35	9 08/08/2014	FS	FS	FS BC
2030110	ROAD NUMBER (R) (segment .12 to .48)	Single Lane - 10 mp	.36 / .58	6 08/08/2014	FS	FS	FS BC
2030111	ROAD NUMBER (R) (segment 0 to .09)	Single Lane - 10 mp	.09 / .14	6 08/08/2014	FS	FS	FS BC
3023530	ROAD NUMBER (R) (segment 0 to .34)	Single Lane - 10 mp	.34 / .55	12 08/08/2014	FS	FS	FS BC
3000195	ROAD NUMBER (R) (segment 0 to .46)	Single Lane - 10 mp	.46 / .74	7 08/08/2014	FS	FS	FS BC
3018122	ROAD NUMBER (R) (segment 0 to .54)	Single Lane - 10 mp	.54 / .87	11 08/08/2014	FS	FS	FS BC
3000170	ROAD NUMBER (R) (segment 0 to .58)	Single Lane - 10 mp	.58 / .93	7 08/08/2014	FS	FS	FS BC
3000210	ROAD NUMBER (R) (segment 0 to .59)	Single Lane - 10 mp	.59 / .95	7 08/08/2014	FS	FS	FS BC
3000329	ROAD NUMBER (R) (segment 0 to .9)	Single Lane - 10 mp	.9 / 1.45	8 08/08/2014	FS	FS	FS BC
3018050	ROAD NUMBER (R) (segment 0 to 1.05)	Single Lane - 10 mp	1.05 / 1.69	11 08/08/2014	FS	FS	FS BC
3012140	ROAD NUMBER (R) (segment 0 to 1.5)	Single Lane - 10 mp	1.5 / 2.41	8 08/08/2014	FS	FS	FS BC
2000400	ROAD NUMBER (R) (segment 0 to 1.88)	Single Lane - 10 mp	1.88 / 3.03	1 08/08/2014	FS	FS	FS BC
3013150	ROAD NUMBER (R) (segment 0 to 5.3)	Single Lane - 10 mp	5.3 / 8.53	9 08/08/2014	FS	FS	FS BC
3013000	RUSH PEAK RIDGE (R) (segment 0 to 4.13)	Single Lane - 10 mp	4.13 / 6.65	9 08/08/2014	FS	FS	FS BC
3013100	RUSH PEAK RIDGE CR VALLEY (R) (segment 0 to 2.53)	Single Lane - 10 mp	2.53 / 4.07	9 08/08/2014	FS	FS	FS BC
3015050	THORNE RIVER NORTH FLATS (R) (segment 0 to 2.64)	Single Lane - 10 mp	2.64 / 4.25	10 08/08/2014	FS	FS	FS BC
3018100	WILDER LAKE (R) (segment 0 to 1.72)	Single Lane - 10 mp	1.72 / 2.77	11 08/08/2014	FS	FS	FS BC

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

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

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

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

Name and Date of Governing Instructions: FSH 2409.11, National Forest Log Scaling Handbook (10/06), Official Log Scaling and Grading Rules (7/03), and the Supplement to the Official Log Scaling and Grading Rules (4/94), as amended and supplemented, scale, count or otherwise measure products.

Scaling Specifications					
Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
All	All	40	ALL	ALL	12

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

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
All	All	MBF	At a location acceptable to the Forest Service	Conventional (100%) Log Scale	8.00

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

Minimum volume for Continuous Scaling Services in two-week period 1500 MBF per scaler

Minimum volume for Intermittent Scaling Services 150 MBF on a BI-WEEKLY basis

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

May 01 to September 30, inclusive

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

Initial Fire Suppression, applicable to H.3

Within 20 road miles

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

Within 200 road miles

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

Maximum Amount: \$ \$69,000.00

A.15 - Termination Date, applicable to 1.2

September 30, 2024

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

First Period: April 01 to October 31, inclusive

Second Period: _____ to _____, inclusive

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

Performance Bond Amount: \$250,000.00

A.18 - Downpayment, applicable to E.2.1.1

Downpayment Amount: Not Applicable

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

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

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

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

A.21 - Inapplicable Provisions

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

-
- E.4 PAYMENTS NOT RECEIVED
 - G.5 STREAMCOURSE PROTECTION
 - G.8.4.2 PRODUCT IDENTIFICATION
 - I.2.1.2 MARKET-RELATED CONTRACT TERM ADDITION

A.22 - List of Special Provisions in Part K

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

-
- K-C.1.2# OPTIONAL REMOVAL (05/2010)
 - K-C.3.5#(OPTION 2) CUT TREE MARKING - LEAVE UNMARKED DEAD STANDING (05/2010)
 - K-C.3.5.5# DESIGNATION BY PRESCRIPTION (09/2004)
 - K-D.3.5# SCHEDULED RATE REDETERMINATION (09/2004)
 - K-E.1.3# DOMESTIC PROCESSING ADJUSTMENT FOR ALASKA YELLOW CEDAR (AYC) (05/2010)
 - K-E.1.3.0 DOMESTIC PROCESSING OF WESTERN RED CEDAR (WRC) (05/2010)
 - K-E.1.3.2# PROCEDURES FOR DECLARING WESTERN RED CEDAR (WRC) SURPLUS TO ALASKA DOMESTIC NEEDS, FOR EXPORT TO CONTIGUOUS 48 STATES AND FOREIGN MARKETS (05/2010)
 - K-E.1.3.3# WESTERN RED CEDAR (WRC) PERCENT EXPORTABLE VOLUME AND DESTINATION DETERMINATION AND STUMPAGE INCREASES (05/2010)
 - K-E.1.3.4 EXPORT OF SPRUCE AND HEMLOCK UTILITY (SU/HU) GRADE LOGS (05/2010)

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

K-E.4	PAYMENTS NOT RECEIVED (08/2012)
K-F.1.3#	ROAD COMPLETION DATE (09/2004)
K-F.2	FOREST SERVICE SPECIFICATIONS FOR CONTRACT AREA ROADS (05/2010)
K-F.2.0.6#	TEMPORARY ROAD CONSTRUCTION (05/2010)
K-F.2.2.1#	MATERIAL SOURCES (09/2004)
K-F.2.2.2	MATERIALS DELIVERY (05/2010)
K-F.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
K-F.3.1.1	FOREST SERVICE SPECIFICATIONS FOR MAINTENANCE OF ROADS IN CONTRACT AREAS (05/2010)
K-F.3.2#	ROAD MAINTENANCE DEPOSIT SCHEDULE (09/2004)
K-G.3.1.4#	TIMING OF OPERATIONS (05/2010)
K-G.3.4.3	MAINTENANCE AND FUELING OPERATIONS, SITE REQUIREMENTS (05/2010)
K-G.4.1.2	STUMP HEIGHT (05/2010)
K-G.4.2#	SPECIAL YARDING OBJECTIVES (05/2010)
K-G.5.1	STREAMCOURSE PROTECTION (06/2013)
K-G.6#	EROSION CONTROL REVEGETATION (05/2010)
K-G.6.3	TEMPORARY ROADS (05/2010)
K-G.7.1	SLASH DISPOSAL ON RIGHTS-OF-WAY (05/2010)
K-G.7.2	SLASH DISPOSAL (05/2010)
K-G.8	UTILITY SCALING INSTRUCTIONS (05/2010)
K-G.8.1	TRIM ALLOWANCE (05/2010)
K-G.8.2	PRESENTATION FOR SCALING (05/2010)
K-G.8.4	ACCOUNTABILITY INSTRUCTIONS (08/2013)
K-G.8.4.1	ROUTE OF HAUL (09/2004)
K-G.8.4.2	PRODUCT IDENTIFICATION (09/2004)
K-G.9	RECORDS (05/2010)
K-G.9#	STEWARDSHIP PROJECTS (09/2004)
K-H.1	PLANS (05/2010)
K-H.2#	FIRE PRECAUTIONS (05/2010)
K-H.2.2	EMERGENCY FIRE PRECAUTIONS (05/2010)
K-H.2a	SMOKING AND LUNCH FIRE RESTRICTIONS (05/2010)
K-H.2b	FIRE TOOLS (05/2010)
K-H.2c	SPARK ARRESTERS AND MUFFLERS (05/2010)
K-H.2d	FIRE EXTINGUISHERS AND EQUIPMENT OF TRUCKS, TRACTORS, AND POWER SAWS (05/2010)
K-H.2e	FIREPERSONS (05/2010)
K-H.2f	BURNING OF REFUSE (05/2010)
K-H.2g	POWERED PORTABLE PUMP (05/2010)
K-H.2h	TANK TRUCK (05/2010)
K-H.2i	COMMUNICATIONS (05/2010)
K-H.2j	CLEARING - LANDINGS (05/2010)
K-H.2k	WATER SUPPLY FOR SKYLINE OPERATIONS (05/2010)
K-H.2l	HELICOPTER WATER BUCKET (05/2010)
K-H.2m	HELICOPTER COMMUNICATIONS (05/2010)
K-H.2n	AMOUNT OF PORTABLE PUMPS AND/OR TANKERS (05/2010)
K-I.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
K-I.6.8 (Option 2)	USE OF TIMBER (09/2004)
K-I.6.8.2#	LIMITED EXPORT OF UNPROCESSED HEMLOCK AND SPRUCE SAWLOGS (04/2014)

Contract Name: BIG THORNE STEWARDSHIP

Contract No:

T-803	Snow Removal (04/02)
T-811	Blading (04/02)
T-813	Surfacing (04/02)
T-831	Ditch Maintenance (04/02)
T-834	Drainage Structure Maintenance (4/02)
T-835	Post Haul Roadway Drainage Structure Maintenance (04/02)
T-838	Maintenance for High Clearance Vehicle Use (04/02)
T-839	Maintenance for Project Use (04/02)
T-841#	Vegetation Establishment (07/06)
T-842	Cutting Roadway Vegetation (04/02)
T-851	Logging Out (04/02)
T-858	Bridge Wearing Surface Maintenance (04/02)

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B.0—CONTRACT AREA

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

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

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

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

C.0—TIMBER SPECIFICATIONS

C.1 Included Timber. “Included Timber” consists of:

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

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

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

C.1.3 Damaged Timber.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Meet minimum piece standards in A.2 or
- (b) Do not meet such standards, but would have qualified as part of minimum pieces if bucking lengths were varied to include such material.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.0—RATES OF PAYMENT

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

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

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

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

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

- (a) Less than the Base Index, the reduction shall not result in a rate below Base Rate or
- (b) Greater than the Base Index, the increase shall not exceed the difference between Tentative Rate and Base Rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.4 Other Payment Rates.

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

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

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

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

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

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

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

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

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

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

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

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

E.0—PAYMENTS

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

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

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

Cash deposits shall be recorded currently in such account.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E.4 Payments Not Received. (a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date allowed in the bill for collection for receipt of payment, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

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

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

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

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

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

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

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

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

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

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

(ii) Contractor files and prosecutes a timely Claim.

F.0—TRANSPORTATION FACILITIES

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

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

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

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

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

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

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

(a) Cannot be used for log hauling or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Substantially Completed" means:

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

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

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

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

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

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

F.2.5.1 Variation in Quantities. (a) This Item applies only to differences between quantities shown in the Schedule of Items and measured quantities actually constructed and accepted that are not covered under F.2.5.2 or F.2.5.3. Only changes in quantities where other than contract quantities or lump sum is specified in the Schedule of Items are subject to this Item.

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

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

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

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

F.2.5.2 Physical Change. (a) Forest Service shall adjust the Specified Road construction cost if, prior to acceptance under G.3.6, a physical change, caused by a single event and not due to negligence of Contractor, results in an increase or decrease in work and/or materials furnished by Contractor involving additional estimated cost of:

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

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

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

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

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

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

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

F.2.5.3 Design Change. (a) "Design Change" is a change in work and/or materials shown in the Schedule of Items and described in Plans or specifications that has been mutually agreed to in writing or ordered by Contracting Officer. Changes of a minor nature (such as adjustment in horizontal and vertical alignment, that do not exceed specified tolerance, necessary to maintain or balance earthwork quantities substantially as designed) and variation in quantities, as described in F.2.5.1, shall not be considered Design Changes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G.0—OPERATIONS

G.1 Representatives. Unless otherwise agreed, Contractor shall designate, in writing, a representative who is authorized to receive notices in regard to performance under this contract and take related action. In no case shall Contractor designate any representative to this contract who is currently debarred, proposed for debarment, or sus-

pending by the Federal Government. Contractor's representative shall provide a copy of the contract to Contractor's field supervisor and persons authorized to assume responsibilities in the field supervisor's absence. Prior to initial operations and after shutdowns of 10 days or more, Contractor's representative shall notify Forest Service 2 days, excluding weekends and Federal holidays, before any operations begin on Contract Area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When materials are to be hauled across the tracks of any railway, Forest Service will make arrangements with the railroad for the use of any existing crossing or for any new crossing required. Contractor shall make arrangements for

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G.3.1.1 Inclusion of Technical Proposal. Upon execution of the contract, all elements of the Technical Proposal accepted by Forest Service become binding parts of the contract, including, but not limited to, planned peri-

ods for and methods of road construction, timber harvesting, performance of stewardship projects, slash disposal, erosion control measures, and other contractual requirements. In addition, Contractor may not substitute a Subcontractor that has been accepted in the Technical Proposal with an alternate Subcontractor, unless Contracting Officer agrees to substitution.

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

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

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

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

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

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

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

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

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

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

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

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

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

G.3.5 Equipment Cleaning. (a) Areas, known by Forest Service prior to contract advertisement, that are infested with invasive species of concern are shown on Contract Area Map. A current list of invasive species of concern and a map showing the extent of known infestations is available at the Forest Supervisor's Office.

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

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

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

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

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

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

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

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

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

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

Forest Service may perform such inspections without request from Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Various volume determination methods, such as log rule, sampling, measuring, linear measuring, counting, weighing, or another method or combination of methods;
- (b) Various sites, such as truck Scaling stations, rollways, weighing stations, woods landings, water Scaling stations, or other sites; and

(c) Various geographic locations.

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Contract Term Adjustment and
- (b) Out-of-Pocket Expenses incurred as a direct result of the delay or interruption of Scaling services under this Item.

Contractor further agrees that no logs will be presented for Scaling outside agreed upon Scaling services schedule.

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

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

Weighing facilities shall meet the following minimum requirements:

- (a) Be an electronic design,
- (b) Use electronic load cells or have a fully enclosed and sealed weigh-beam,
- (c) Have digital weight meters sealed with a seal approved by the State,
- (d) Have a zero interlocking device on the printer,
- (e) Have an automatic zero-setting mechanism,
- (f) Have an automatic motion-detecting device,
- (g) Be shielded against radio or electromagnetic interference, and
- (h) Have a date and time stamp and gross and tare weights that print electronically with each weighing. Contracting Officer may waive electronic printing for public or third party weighing facilities.

Contractor shall bear all charges or fees for weighing services.

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

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

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

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

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

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

- (a) Contractor shall plainly mark or otherwise identify products prior to hauling in accordance with G.8.4.2;
- (b) Forest Service shall issue removal receipts to Contractor;
- (c) Contractor shall assign a competent individual at the landing to complete removal receipts and attach them to each load of products removed from Contract Area;
- (d) Removal receipts shall be returned to Forest Service at periodic intervals;
- (e) When products are in transit, the truck driver shall possess or display removal receipt and show it upon request as evidence of authority to move products;
- (f) The scaler's portion of removal receipt shall be surrendered at point of Scaling, the unloading point, or as requested by Forest Service; and
- (g) Contractor shall notify Forest Service of lost or off-loaded logs and their location within 12 hours of such loss.

Contractor shall not place products in storage for deferred Scaling until an accountability system has been agreed to in writing for a stated period.

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

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

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

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

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

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

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

- (a) Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter.

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

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

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

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

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

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

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

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

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

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

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

H.0—FIRE PRECAUTIONS AND CONTROL

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

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

equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during Contractor's Operations in Fire Precautionary Period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.0—OTHER CONDITIONS

I.1 Title and Liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

I.2.1.2 Market-Related Contract Term Addition. The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A.20. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Any areas of catastrophe-affected live and dead timber meeting Utilization Standards and having undesignated timber so situated that it should be logged with the designated timber;
- (b) If needed, any such areas where the damaged undesignated timber can reasonably be logged separately; and
- (c) Areas of affected or unaffected timber that are to be eliminated from Contract Area.

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

After Contract Area Map has been outlined under this Subsection, Forest Service may propose contract modification to permit the harvest of catastrophe-affected timber. If Contractor accepts Forest Service proposed modifications, this contract shall be modified to include rates redetermined under D.3.2 and other related revisions as necessary, such as revision of Operating Schedule to ensure prompt removal of affected timber when necessary to avoid further loss and provision for additional contract time, if needed.

I.3.3 Contract Suspension and Modification. (a) Contracting Officer may, by written order, delay or interrupt authorized operations under this contract or modify this contract, in whole or in part:

- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, *et seq.*; or
- (iv) Upon agreement of the Regional Forester, due to administrative appeal or litigation, regardless of whether Contracting Officer's request is required by a court order or this contract is named in such a proceeding.
- (v) Upon a change in law if performance of the contract, as determined by the Forest Service, would not be in compliance, in whole or in part, with such law.

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

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

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

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

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

I.3.4 Contract Termination. (a) The Chief or the Chief's designee may unilaterally terminate this contract, in whole or in part, for any of the reasons set forth in paragraph (a) of I.3.3.

(b) Contractor agrees that compensation for termination of this contract, in whole or in part, under this Subsection shall be: (i) refund or release of advanced deposits under E.2.1.2 for timber cut but not removed, (ii) reimbursement for Out-of-Pocket Expenses, and (iii) one of the following, except when termination, pursuant to I.3.3(v), is based upon a change of law which is public and general in nature: replacement volume under subparagraph (c) or liquidated damages under subparagraph (d).

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

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

(e) When Contractor elects termination under this Subsection as a remedy for a delay or interruption pursuant to I.3.3, Contractor shall only be entitled to damages pursuant to subparagraph (d) if the I.3.3 delay or interruption is

greater than one year, and the delay or interruption was not initially caused by wind, flood, earthquake, landslide, fire, forest pest epidemic, or other major natural phenomenon.

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

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

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

1.3.5 Out-of-Pocket Expenses. "Out-of-Pocket Expenses" are unrecovered expenditures arising directly from performing the contract that were rendered unrecovered due to delay, interruption, or termination pursuant to 1.3.3 or 1.3.4. An expenditure is unrecovered within the meaning of this Subsection where Contractor was precluded from gaining the benefit of the expenditure during a given period because operations were not permitted. Forest Service will reimburse Contractor only for the following Out-of-Pocket Expenses:

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

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

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

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

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

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

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

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

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

1.3.6 Termination for Market Change. In the event of delay or interruption under 1.3.3, exceeding 90 days, this contract may be:

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

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

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

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

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

(b) Be given unless such other party:

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

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

1.5 Sale of Other Materials. Forest Service reserves the right to sell from Contract Area during the period of this contract any materials or products not subject to its terms, but shall not permit removal, possession, or use thereof

that will materially interfere with Contractor's Operations. Contractor shall not be obligated to do any work made necessary by the action of others.

I.6 Provisions Required by Statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

If Contractor knowingly enters into a contract transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or contracts, in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

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

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

J.0—PERFORMANCE AND SETTLEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Special Provisions in Part K

(b) Contract Area Map

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

(d) Standard Provisions in Parts B through J

(e) Special project specifications

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

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

(h) Plans:

(i) Figured dimensions over scaled dimensions

(ii) Large scale Plans over small scale Plans

(i) Standard specifications

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

(k) Shop Drawings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J.4 – Damages for Failure to Complete Contract or Termination for Breach. (a) In event of Contractor's failure to cut designated timber on portions of Contract Area by Termination Date; Contractor's failure to complete required stewardship projects by Termination Date; or termination for breach under J.3.1; Forest Service shall appraise remaining Included Timber and stewardship projects, unless termination is under I.2.2 or I.3.4. Such appraisal shall be made with the standard Forest Service method in use at time of termination.

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

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

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

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

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

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

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

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

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

K.0—SPECIAL PROVISIONS

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

K-C.1.2# - OPTIONAL REMOVAL (05/2010)

All Included Timber meeting utilization specifications in A.2 shall be removed from the Contract Area except that material meeting specifications in the following schedule may be left at the option of the Contractor. Determination of material meeting Optional Removal utilization standards shall be by standard Forest Service cruising or scaling methods. Prior to the commencement of timber falling, the Contractor shall make payment for the Optional Removal material based on the Estimated Quantity listed in A.2 and at the Bid rate listed in A.4. The Contractor shall not be charged for any Optional Removal material that is scaled. Required Deposits will not be applied to any Species/Products in the following schedules:

See Table A, Included Timber authorized to leave standing.

See Table B, Included Timber authorized to leave in place after felling.

See Table C, Included Timber to fell, yard and deck at locations approved by Forest Service, but authorized to leave in decks.

K-C.1.2# - OPTIONAL REMOVAL (05/2010)

Table A: The following Included Timber is authorized to be left standing			
Cutting Unit	Species/Product	Specifications of Optional Material	Estimated Volume
N/A			

Table B: The following Included Timber is authorized to be left in place after felling:			
Cutting Unit	Species/Product	Specifications of Optional Material	Estimated Volume
All	Sitka Spruce Utility logs which do not contain a portion meeting sawlog specifications in A.2.	See Page A2	5,727.78 MBF
	Hemlock Utility logs which do not contain a portion meeting sawlog specifications in A.2.	See Page A2	21,796.01 MBF

Table C Included Timber must be felled, yarded, and decked at locations approved by Forest Service, but is authorized to be left in decks:			
Cutting Unit	Species/Product	Specifications or Optional Material	Estimated Volume
N/A			

K-C.3.5#(OPTION 2) - CUT TREE MARKING - LEAVE UNMARKED DEAD STANDING (05/2010)

In addition to the requirements of C.3.5, in cutting unit(s) 802, 804, 805, 806, 808, 816, 817, 820, 823, 830, 834, 850, 891, 892, 894, and 895, blue paint marks above and below stump height designate individual trees (live and dead) to be cut. Leave unmarked dead trees standing except where felling is necessary to comply with fire and safety precautionary measures. Contract Area Map indicates units that are individually tree marked. Orange paint identifies the boundaries of areas where cut trees are marked. Do not cut designated boundary trees.

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

Within Subdivision(s) or cutting unit(s) refer to the attached table for specific units, as shown on Contract Area Map, the following criteria shall be used by Contractor to designate trees and other products for cutting and removal. Contractor shall Mark leave trees with Contractor's non-tracer N/A paint. Forest Service shall inspect and approve Marking prior to cutting.

- (a) refer to the attached table for specific prescription criteria.
- (b) Additional trees to be cut, if any, are Marked by Forest Service with N/A tracer paint.
- (c) Cutting unit boundaries and other trees that shall be left uncut are Marked by Forest Service with orange tracer paint.

Attachment to: K-C.3.5.5# – DESIGNATION BY PRESCRIPTION, (9/04)

Table I: Prescription Criteria – Steelhead Area

Steelhead Subdivision 1			
Unit Numbers	Designated Cut Tree Species	Basal Area of Each Species to be Cut	Maximum Opening Size
907,915	Sitka Spruce, Western Hemlock, Western Redcedar, Alaska Yellow-Cedar	25%	2 Acres
3,18,24,361,402,405 407,760,901,903	Sitka Spruce, Western Hemlock, Western Redcedar, Alaska Yellow-Cedar	50%	2 Acres

Table II: Prescription Criteria – Rush Peak Area

Rush Peak Subdivision 2			
Unit Numbers	Designated Cut Tree Species	Basal Area of Each Species to be Cut	Maximum Opening Size
38	Sitka Spruce, Western Hemlock, Western Redcedar, Alaska Yellow-Cedar	25%	2 Acres
33,936,937,944 946,947,959	Sitka Spruce, Western Hemlock, Western Redcedar, Alaska Yellow-Cedar	50%	2 Acres

Table III: Prescription Criteria – North Thorne Area

North Thorne Subdivision 3			
Unit Numbers	Designated Cut Tree Species	Basal Area of Each Species to be Cut	Maximum Opening Size
106,107,126	Sitka Spruce, Western Hemlock, Western Redcedar, Alaska Yellow-Cedar	25%	2 Acres
90,91,93,94,96,100 104,105,108,109,110, 111,112,114,125,363, 395,921,968,989, 995	Sitka Spruce, Western Hemlock, Western Redcedar, Alaska Yellow-Cedar	50%	2 Acres

Table IV: Prescription Criteria – Beach Road / Coffman Areas

Beach Road Subdivision 4 - Coffman			
Unit Numbers	Designated Cut Tree Species	Basal Area of Each Species to be Cut	Maximum Opening Size
136, 149, 158, 159, 161, 171, 181, 183, 189, 740941, 984, 994	Sitka Spruce, Western Hemlock, Western Redcedar, Alaska Yellow-Cedar	25%	2 Acres
135, 154, 168, 169, 175, 177, 179, 197, 201, 202, 203, 206, 795, 900, 930, 938, 960, 962, 978	Sitka Spruce, Western Hemlock, Western Redcedar, Alaska Yellow-Cedar	50%	2 Acres

Prescription Criteria I:

1. The Forest Service will provide a table to the contractor showing the approved Basal Area (BA) removal by species for each cutting unit. The Forest Service will also provide a table that converts diameter breast height (DBH) to BA.
2. Contractor will be required to submit a unit by unit record of each species cut each day and will stop cutting the species when the Basal Area limit is reached. This record will also provide a DBH by species for each tree cut.

K-D.3.5# - SCHEDULED RATE REDETERMINATION (09/2004)

Contracting Officer shall redetermine rates to be made effective on 10/01/2020. Redetermined rates for Included Timber shall be used under D.1 for determination of Current Contract Rates. Rate redeterminations shall cover Included Timber in the entire contract. Base Indices and Required Deposits shall be redetermined. At the time of each rate redetermination, Forest Service shall also determine cost changes for stewardship projects not yet completed. Stewardship project costs shall be adjusted by cost changes to establish a revised A.4.3.

If rates established by a scheduled rate redetermination result in lower than Current Contract Rates determined from Bid Rates and Base Indices stated in A.4, such lower rates shall become effective only after at least 58,629.93 MBF has been cut and Scaled. However, if the scheduled rate redetermination date is later than the beginning date of contract adjustment under I.2.1 or I.2.1.2, the rate redetermination shall be made as originally scheduled. If redetermined rates, plus Bid Premium Rates, are higher than rates in effect immediately prior to the rate redetermination date, the date on which the redetermined rates shall become effective shall be adjusted by the number of days of contract adjustment prior to the rate redetermination date. Rates and Required Deposits established under D.3.1, D.3.2, or D.3.3 shall be superceded by any subsequent scheduled rate redetermination.

In scheduled rate redeterminations, Contracting Officer may make modifications in minimum specifications for trees or products in A.2, road maintenance requirements or deposits in F.3.1 or F.3.2, logging methods in G.4, slash disposal in G.7, and fire precautionary measures in H.2 if, and to the extent that, such changes are reasonably necessary to protect the interest of the United States. Such modifications shall be limited to requirements generally being made in Forest Service contracts in the Region at the time of rate redetermination and with which Contractor can reasonably comply. Such changes shall be reflected in the rate redetermination, but changes affecting rates shall not be implemented until the redetermined rates become effective.

K-E.1.3# - DOMESTIC PROCESSING ADJUSTMENT FOR ALASKA YELLOW CEDAR (AYC) (05/2010)

Upon application by Contractor and the furnishing of acceptable verification of domestic processing of AYC, Current Contract Rates for AYC sawlogs receiving primary manufacture in Alaska will be adjusted downwards by \$194.06 per MBF, subject to Base Rates as listed in A.4.

Prior to the Termination Date, the Contractor must notify the Forest Service in writing of his intent to domestically process AYC. Per the terms of I.2 - Period of Contract, the Forest Service may grant a waiver of time limit to delay application for a AYC domestic processing adjustment for a period of no longer than one year after the Termination Date.

The Contractor may not receive a domestic processing adjustment for AYC more than one year after the Termination Date.

K-E.1.3.0 - DOMESTIC PROCESSING OF WESTERN RED CEDAR (WRC) (05/2010)

Except as provided for in K-E.1.3.2# WRC logs from this contract shall not be exported. WRC logs are appraised for domestic processing in Alaska.

K-E.1.3.2# - PROCEDURES FOR DECLARING WESTERN RED CEDAR (WRC) SURPLUS TO ALASKA DOMESTIC NEEDS, FOR EXPORT TO CONTIGUOUS 48 STATES AND FOREIGN MARKETS (05/2010)

In accordance with 36 CFR 223.201 the Regional Forester may approve applications for unprocessed WRC log export if the following conditions have been met. If there is no demand as defined below for WRC appraised for domestic processing in Alaska after the contract is awarded, the Contractor may apply for a permit to export these unprocessed logs to domestic processors in the contiguous 48 States.

Application for Regional Forester consent to export unprocessed WRC logs will include three (3) written price quotes for logs delivered to the mill (FOB Alaska mills), from WRC processors in Alaska, or a statement certifying that the Contractor attempted to obtain three price quotes and was unable to do so. The applicant must sign the statement and state when and from whom price quotes were sought, and the reason(s) the applicant was unable to obtain the quotes. The applicant must certify that the statement is true, complete, accurate, and that the applicant understands the statement is subject to the False Statements Act 18 U.S.C. 1001.

Application for Regional Forester consent to foreign export market of unprocessed WRC logs, for which an export permit has already been granted for the contiguous 48 states, will include three (3) written price quotes for logs delivered to the mill FOB contiguous 48 states, from WRC processors in the Puget Sound area, or a statement certifying that the purchaser attempted to obtain three price quotes and was unable to do so. The applicant must sign the statement and state when and from whom price quotes were sought, and the reason(s) the applicant was unable to obtain the quotes. The applicant must certify that the statement is true, complete, accurate, and that the applicant understands the statement is subject to the False Statements Act 18 U.S.C. 1001.

Volume declared surplus to domestic Alaska needs will be available for export to the Puget Sound area and/or foreign export markets based on contractor's desire and percentages listed in K-E.1.3.3#.

A Contractor may apply for an export permit, and the Regional Forester may approve the application if price quotes (f.o.b. Alaska mills) are less than Base Year WRC domestically processed SV minus Base Year WRC domestic manufacturing cost minus Base year WRC domestically processed effective P&R. This value is \$290.20.

This export permit, if approved by the Regional Forester, will be for the life of the contract.

Authority to export WRC to the contiguous 48 States and/or foreign export market from this contract shall not take effect until contractor signs Agreement to Modify Contract which includes export rate adjustment as determined by a rate redetermination.

All WRC volume shall be scaled according to the scaling rules in the National Forest Scaling Handbook, by an organization or individual approved by the Regional Forester, at a location approved by the Contracting Officer.

K-E.1.3.3# - WESTERN RED CEDAR (WRC) PERCENT EXPORTABLE VOLUME AND DESTINATION DETERMINATION AND STUMPAGE INCREASES (05/2010)

The WRC contained in this contract was appraised for Alaska domestic processing. Contractor may request a permit to export WRC any time prior to the Termination Date of this contract.

Authority to export unprocessed WRC logs from this sale shall not take effect until Forest Service receives Contractor's payment of a WRC export stumpage increase. All WRC logs that are to be exported shall be scaled according to the scaling rules in the National Forest Scaling Handbook, by an organization or individual approved by the Regional Forester, at a location approved by the Contracting Officer.

Upon receipt of scaling certificates for volume to be exported, Forest Service shall issue a bill of collection for the export stumpage increase indicated in special provision

K-E.1.3.2#, multiplied by the volume scaled for export.

For WRC volume declared excess to domestic Alaska needs stated in K-E.1.3.2#, 39 percent of surplus WRC must be initially offered to the contiguous 48 states. The remaining surplus WRC can be directly exported to foreign export markets at the Contractor's discretion.

Per the terms of I.2 - Period of Contract, the Forest Service may grant a waiver of time limit, not to exceed one year, to allow for scaling of exportable WRC and the payment of the export stumpage increase.

K-E.1.3.4 - EXPORT OF SPRUCE AND HEMLOCK UTILITY (SU/HU) GRADE LOGS (05/2010)

In accordance with 36 CFR 223.201, and under the conditions listed below, the Regional Forester may approve applications for export/removal of spruce and hemlock utility grade logs to locations outside of Alaska.

1. Contractor must submit an application to the Contracting Officer. Regional Forester approval is required prior to loading vessels for shipment.

2. Volume approved for export/removal shall be scaled according to the scaling rules in the National Forest Scaling Handbook, by an organization or individual approved by the Regional Forester, at a location approved by the Contracting Officer.

K-E.4 - PAYMENTS NOT RECEIVED (08/2012)

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

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

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

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

- (i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.
- (ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.
- (iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).
- (iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

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

- (i) A bona fide dispute exists as to Contractor's obligation to make such payment and
- (ii) Contractor files and prosecutes a timely Claim.

K-F.1.3# - ROAD COMPLETION DATE (09/2004)

Construction of Specified Roads shall be completed no later than 11/01/2017; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station		Completion Date
		From	To	

Completion date is binding on the party that constructs road, whether Contractor or Forest Service. Contracting Officer may modify the completion date in writing to conform to the Technical Proposal under G.3.1.1 at the request of Contractor.

When Contractor elects Forest Service construction of Specified Roads shown in contract 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 contract. 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 Contractor on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Contractor 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, Contractor may request a rate redetermination under D.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 Contract 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 Contractor 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 Contractor desires to construct an alternate facility under F.2.6, Forest Service and Contractor 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 Contractor 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 provision, construction of a road is completed when:

(a) Contractor constructs Specified Roads and Forest Service furnishes Contractor with written notice of acceptance under G.3.6 or

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

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

K-F.2 - FOREST SERVICE SPECIFICATIONS FOR CONTRACT AREA ROADS (05/2010)

Applicable Special Project Specifications contained in STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS FP-03 CUSTOMARY UNITS are binding on the parties signing this contract and become part of this contract.

K-F.2.0.6# - TEMPORARY ROAD CONSTRUCTION (05/2010)

In addition to the requirements of F.1 and G.6.2, Contractor and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

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

Rock for temporary Roads, landings, or other temporary uses shall be obtained from Forest Service designated or approved sources.

Temporary Road Plans and/or criteria are on pages N/A of the contract.

K-F.2.2.1# - MATERIAL SOURCES (09/2004)

Sources of local materials are designated on Plans and Contract Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Contractor shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Contractor to use certain area(s) for plant site, stockpiles, and haul roads.

Should the designated source, due to causes beyond the control of Contractor, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with F.2.5.3.

When Contractor elects not to use designated sources, Contractor shall furnish the specified product with no adjustment in unit rates. Quality testing shall be the responsibility of Contractor. Test results shall be furnished to Forest Service.

When Contractor elects not to use designated sources and the Schedule of Items lists pit development separately, cost allowance will be reduced under F.2.5.3 when Forest Service determines the work will not be required.

When materials are subject to a weight measurement, the specific gravity or weight/volume relationship used as a basis for determination of estimated quantities shall be:

Source I N/A , Source II N/A , and Source III N/A .

Contractor may, when agreed in writing, use on the project such suitable stone, gravel, and sand, or other material found in the excavation, and will earn a cost allowance for the excavation of such materials at the corresponding contract unit price and for the pay items for which the excavated material is used. Contractor shall replace, without additional cost allowance, sufficient suitable materials to complete the portion of the work that was originally contemplated to be constructed with such material. Contractor shall not excavate or remove any material, except that which is within the excavation limits, without written authorization from Forest Service.

When material is appraised from non-National Forest designated sources, owner charges for the material in terms of unit cost for royalties, purchase of raw materials, or finished products shall be as follows until N/A :

See Material Source Table.

Should quantity vary from that estimated, payment to owners shall be for units actually obtained. Contractor shall make arrangements with owner(s) for measurement and payment for royalties, purchase of raw materials, or finished products, as shown above.

Materials produced or processed from National Forest lands in excess of the quantities required for performance of this contract are the property of Forest Service, unless prior written agreement has been obtained to use excess material on other National Forest contracts. Forest Service is not obligated to reimburse Contractor for the cost of their production.

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, approved by Forest Service, may be used for storage purposes and for the placing of Contractor's

plant equipment. All storage sites provided by Forest Service shall be restored at Contractor's expense. Contractor shall be responsible for making arrangements for storage on other than Forest Service administered lands.

When the construction of the portion of the project for which Temporary Roads used for hauling materials is completed, all such Temporary Roads shall be restored as nearly as practicable to their original ground profile, unless otherwise agreed in writing.

Contract Name: BIG THORNE STEWARDSHIPK-F.2.2.1# – MATERIAL SOURCES (09/04)

Material	Type of Purchase	Owner(s)	Unit of Measure	Unit Price	Estimated Quantity	Total
N/A						

K-F.2.2.2 - MATERIALS DELIVERY (05/2010)

Unless otherwise specifically provided in this contract, all materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract, reference to any material, article, or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at his option, use any equipment, material, article, or process, which, in the judgment of Contracting Officer, is equal to that named. When required by this contract, or when called for by Contracting Officer, Contractor shall furnish Contracting Officer for approval full information concerning the material, or articles which he contemplates incorporating into the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Material and articles installed or used without required approval shall be at the risk of subsequent rejection.

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

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

See Contract Road Maintenance Requirements Summary Table.

K-F.3.1# Road Maintenance Requirements Summary Table

Road	Termini		Miles	Applicable Pre Haul Road Maintenance Specifications							
	From	To		T-803	T-813	T-811	T-831	T-834	T-839	T-842	T-858
2000300	0.00	0.22	0.22	P							
2000440	0.00	2.15	2.15	P							
2030000	0.00	3.32	3.32	P							
2030100	0.00	3.64	3.64	P							
2030110	0.00	0.48	0.48	P							
2030111	0.00	0.09	0.09	P							
2030120	0.00	4.17	4.17	P	P		P	P		P	
2030121	0.00	0.78	0.78	P							
2030200	0.00	0.24	0.24	P					P		
2030206	0.00	0.54	0.54	P							
2030207	0.00	0.43	0.43	P							
3000000	17.87	55.00	37.13	P		P					
3000120	0.00	2.84	2.84	P					P	P	
3000124	0.00	0.45	0.45	P						P	
3000127	0.00	0.32	0.32	P					P		
3000170	0.00	0.58	0.58	P							
3000190	0.00	1.39	1.39	P					P	P	
3000200	0.00	0.70	0.70	P					P	P	
3000210	0.00	0.60	0.60	P							
3000270	0.00	0.97	0.97	P				P	P	P	
3000272	0.00	0.39	0.39	P				P	P		
3000300	0.00	1.48	1.48	P							
3000306	0.00	0.40	0.40	P							
3000328	0.00	0.22	0.22	P			P			P	
3000329	0.00	0.90	0.90	P							
3012000	0.00	1.86	1.86	P		P					
3012100	0.00	1.73	1.73	P							
3012140	0.00	1.50	1.50	P							
3012180	0.00	1.80	1.80	P							
3012200	0.00	0.84	0.84	P							
3013000	0.00	1.11	1.11	P		P					
3013100	0.00	2.53	2.53	P							
3013150	0.00	1.60	1.60	P		P					
3013150	1.60	5.30	3.70	P							
3013155	0.00	1.09	1.09	P				P			

K-F.3.1# Road Maintenance Requirements Summary Table (Cont'd)

Road	Termini		Miles	Applicable Pre Haul Road Maintenance Specifications							
	From	To		T-803	T-813	T-811	T-831	T-834	T-839	T-842	T-858
3013200	0.00	1.20	1.20	P			P	P		P	
3015000	0.00	8.64	8.64	P		P					
3015000	9.16	11.39	2.23	P							
3015050	0.00	2.64	2.64	P							
3015600	0.00	1.00	1.00	P		P					
3015635	0.00	3.95	3.95	P							
3016000	0.00	1.29	1.29	P		P					
3016010	0.00	2.15	2.15	P			P		P		
3017000	0.00	1.04	1.04	P							
3017000	3.07	4.34	1.27	P							
3017100	0.00	3.41	3.41	P							
3017200	0.00	2.24	2.24	P							
3018000	0.00	3.42	3.42	P							
3018000	7.69	8.94	1.25	P		P					
3018050	0.00	1.05	1.05	P							
3018100	0.00	1.72	1.72	P							
3018122	0.00	0.54	0.54	P							
3018130	0.00	1.14	1.14	P							
3018200	0.00	2.66	2.66	P	P	P					P
3018270	0.00	0.61	0.61	P	P				P		
3018500	1.42	2.01	0.59	P					P		
3018520	0.00	0.62	0.62	P					P		
3023500	0.00	3.98	3.98	P		P					
3023530	0.00	0.34	0.34	P							
3025000	0.00	0.38	0.38	P							
3025500	0.00	1.42	1.42	P			P		P	P	
3026000	0.00	3.85	3.85	P					P		
3026100	0.00	0.10	0.10	P					P	P	
3030000	0.00	8.50	8.50	P		P					
3030110	0.00	3.50	3.50	P				P	P	P	
3030200	0.00	3.06	3.04	P							
3030202	0.00	0.40	0.40	P							
3030300	0.00	4.27	4.27	P							

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

K-F.3.1# Road Maintenance Requirements Summary Table (Cont'd)

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications						
	From	To		T-803	T-813	T-811	T-831	T-834	T-839	T-851
2000300	0.00	0.22	0.22	P		P	P	P	P	P
2000400	0.00	1.88	1.88	P		P	P	P	P	P
2000440	0.00	2.15	2.15	P		P	P	P	P	P
2030000	0.00	3.32	3.32	P		P	P	P	P	P
2030100	0.00	3.64	3.64	P		P	P	P	P	P
2030110	0.00	0.48	0.48	P		P	P	P	P	P
2030111	0.00	0.09	0.09	P		P	P	P	P	P
2030120	0.00	4.17	4.17	P		P	P	P	P	P
2030121	0.00	0.78	0.78	P		P	P	P	P	P
2030200	0.00	0.24	0.24	P		P	P	P	P	P
2030206	0.00	0.54	0.54	P		P	P	P	P	P
2030207	0.00	0.43	0.43	P		P	P	P	P	P
3000000	17.87	55.00	37.13	P	D	P	P	P	P	P
3000120	0.00	2.84	2.84	P		P	P	P	P	P
3000124	0.00	0.45	0.45	P		P	P	P	P	P
3000127	0.00	0.32	0.32	P		P	P	P	P	P
3000170	0.00	0.58	0.58	P		P	P	P	P	P
3000190	0.00	1.39	1.39	P		P	P	P	P	P
3000195	0.00	1.41	1.41	P		P	P	P	P	P
3000200	0.00	0.70	0.70	P		P	P	P	P	P
3000210	0.00	0.59	0.59	P		P	P	P	P	P
3000270	0.00	0.97	0.97	P		P	P	P	P	P
3000272	0.00	0.39	0.39	P		P	P	P	P	P
3000300	0.00	1.48	1.48	P		P	P	P	P	P
3000306	0.00	0.40	0.40	P		P	P	P	P	P
3000328	0.00	0.22	0.22	P		P	P	P	P	P
3000329	0.00	0.90	0.90	P		P	P	P	P	P
3012000	0.00	4.24	4.24	P	D	P	P	P	P	P
3012100	0.00	1.73	1.73	P		P	P	P	P	P
3012140	0.00	2.08	2.08	P		P	P	P	P	P
3012180	0.00	1.80	1.80	P		P	P	P	P	P
3012200	0.00	0.84	0.84	P		P	P	P	P	P
3013000	0.00	4.13	4.13	P	D	P	P	P	P	P
3013100	0.00	2.53	2.53	P		P	P	P	P	P
3013150	0.00	5.30	5.30	P	D	P	P	P	P	P
3013155	0.00	1.09	1.09	P		P	P	P	P	P

K-F.3.1# Road Maintenance Requirements Summary Table (Cont'd)

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications						
	From	To		T-803	T-813	T-811	T-831	T-834	T-839	T-851
3013200	0.00	1.20	1.20	P		P	P	P	P	P
3015000	0.00	8.64	8.64	P	D	P	P	P	P	P
3015000	9.16	11.39	2.23	P		P	P	P	P	P
3015050	0.00	2.64	2.64	P		P	P	P	P	P
3015600	0.00	3.42	3.42	P		P	P	P	P	P
3015635	0.00	3.95	3.95	P		P	P	P	P	P
3016000	0.00	1.29	1.29	P	D	P	P	P	P	P
3016010	0.00	2.15	2.15	P		P	P	P	P	P
3017000	0.00	1.04	1.04	P		P	P	P	P	P
3017000	3.07	4.34	1.27	P		P	P	P	P	P
3017100	0.00	3.41	3.41	P		P	P	P	P	P
3017200	0.00	2.24	2.24	P		P	P	P	P	P
3018000	0.00	3.42	3.42	P	D	P	P	P	P	P
3018000	7.69	8.94	1.25	P		P	P	P	P	P
3018050	0.00	1.05	1.05	P		P	P	P	P	P
3018100	0.00	1.72	1.72	P		P	P	P	P	P
3018122	0.00	0.54	0.54	P		P	P	P	P	P
3018130	0.00	1.14	1.14	P		P	P	P	P	P
3018200	0.00	2.66	2.66	P	D	P	P	P	P	P
3018270	0.00	0.61	0.61	P		P	P	P	P	P
3018500	0.00	2.01	2.01	P		P	P	P	P	P
3018520	0.00	0.62	0.62	P		P	P	P	P	P
3018550	0.00	1.00	1.00	P		P	P	P	P	P
3023500	0.00	3.98	3.98	P		P	P	P	P	P
3023501	0.00	0.54	0.54	P		P	P	P	P	P
3023530	0.00	0.34	0.34	P		P	P	P	P	P
3025000	0.00	0.38	0.38	P		P	P	P	P	P
3025500	0.00	1.42	1.42	P		P	P	P	P	P
3026000	0.00	3.85	3.85	P		P	P	P	P	P
3026100	0.00	0.10	0.10	P		P	P	P	P	P
3030000	0.00	8.50	8.50	P	D	P	P	P	P	P
3030100	0.00	3.44	3.44	P		P	P	P	P	P
3030110	0.00	3.50	3.50	P		P	P	P	P	P
3030200	0.00	3.04	3.04	P		P	P	P	P	P
3030202	0.00	0.40	0.40	P		P	P	P	P	P
3030300	0.00	4.27	4.27	P		P	P	P	P	P

P =Contractor Performance Item, *D = Deposit to Forest Service (Surface Rock Replacement), D3 = Deposit to Third Party

K-F.3.1# Road Maintenance Requirements Summary Table (Cont'd)

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications						
	From	To		T-811	T-813	T-831	T-835	T-838	T-839	T-841
2000300	0.00	0.22	0.22			P	P	P	P	P
2000400	0.00	1.88	1.88			P	P	P	P	P
2000440	0.00	1.86	1.86			P	P	P	P	P
2000440	1.86	2.15	0.29		D	P	P	P	P	P
2030000	0.00	3.32	3.32			P	P	P	P	P
2030100	0.00	3.64	3.64			P	P	P	P	P
2030110	0.00	0.48	0.48		D	P	P	P	P	P
2030111	0.00	0.09	0.09		D	P	P	P	P	P
2030120	0.00	4.17	4.17			P	P	P	P	P
2030121	0.00	0.78	0.78			P	P	P	P	P
2030200	0.00	0.24	0.24			P	P	P	P	P
2030206	0.00	0.54	0.54			P	P	P	P	P
2030207	0.00	0.43	0.43			P	P	P	P	P
3000000	17.87	55.00	37.13	P		P	P	P		P
3000120	0.00	2.84	2.84			P	P	P	P	P
3000124	0.00	0.45	0.45			P	P	P	P	P
3000127	0.00	0.32	0.32			P	P	P	P	P
3000170	0.00	0.58	0.58		D	P	P	P	P	P
3000190	0.00	1.39	1.39			P	P	P	P	P
3000195	0.00	1.47	1.47		D	P	P	P	P	P
3000200	0.00	0.70	0.70			P	P	P	P	P
3000210	0.00	0.59	0.59		D	P	P	P	P	P
3000270	0.00	0.97	0.97			P	P	P	P	P
3000272	0.00	0.39	0.39			P	P	P	P	P
3000300	0.00	1.48	1.48			P	P	P	P	P
3000306	0.00	0.40	0.40			P	P	P	P	P
3000328	0.00	0.22	0.22			P	P	P	P	P
3000329	0.00	0.90	0.90			P	P	P	P	P
3012000	0.00	4.24	4.24	P		P	P	P		P
3012100	0.00	1.73	1.73			P	P	P	P	P
3012140	0.00	1.50	1.50			P	P	P	P	P
3012140	1.50	2.08	0.58		D	P	P	P	P	P
3012180	0.00	1.80	1.80		D	P	P	P	P	P
3012200	0.00	0.84	0.84		D	P	P	P	P	P
3013000	0.00	1.11	1.11	P		P	P	P		P
3013000	1.11	4.13	3.02			P	P	P		P
3013100	0.00	2.53	2.53			P	P	P	P	P
3013150	0.00	5.30	5.30	P		P	P	P		P
3013155	0.00	1.09	1.09			P	P	P	P	P

K-F.3.1# Road Maintenance Requirements Summary Table (Cont'd)

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications						
	From	To		T-811	T-813	T-831	T-835	T-838	T-839	T-841
3013200	0.00	1.20	1.20			P	P	P	P	P
3015000	0.00	8.64	8.64	P		P	P	P		P
3015000	9.16	11.39	2.23	P	D	P	P	P		P
3015050	0.00	2.64	2.64			P	P	P	P	P
3015600	0.00	3.42	3.42	P		P	P	P		P
3015635	0.00	2.25	2.25			P	P	P	P	P
3015635	2.25	3.95	1.70		D	P	P	P	P	P
3016000	0.00	1.29	1.29	P		P		P		P
3016010	0.00	2.15	2.15			P	P	P	P	P
3017000	0.00	4.34	4.34			P	P	P	P	P
3017100	0.00	3.41	3.41			P	P	P	P	P
3017200	0.00	2.24	2.24		D	P	P	P	P	P
3018000	0.00	3.42	3.42	P	D	P	P	P		P
3018000	7.69	8.94	1.25	P		P	P	P		P
3018050	0.00	1.05	1.05		D	P	P	P	P	P
3018100	0.00	1.72	1.72		D	P	P	P	P	P
3018122	0.00	0.54	0.54		D	P	P	P	P	P
3018130	0.00	1.14	1.14			P	P	P	P	P
3018200	0.00	2.66	2.66	P		P	P	P		P
3018270	0.00	0.61	0.61			P	P	P	P	P
3018500	0.00	2.01	2.01		D	P	P	P	P	P
3018520	0.00	0.62	0.62		D	P	P	P	P	P
3018550	0.00	1.00	1.00		D	P	P	P	P	P
3023500	0.00	3.98	3.98			P	P	P	P	P
3023501	0.00	0.54	0.54			P	P	P	P	P
3023530	0.00	0.34	0.34		D	P	P	P	P	P
3025000	0.00	0.38	0.38			P	P	P	P	P
3025500	0.00	1.42	1.42			P	P	P	P	P
3026000	0.00	3.85	3.85			P	P	P	P	
3026100	0.00	0.10	0.10		D	P	P	P	P	P
3030000	0.00	8.50	8.50	P		P	P	P		P
3030100	0.00	1.25	1.25			P	P	P	P	P
3030100	1.25	3.44	2.19		D	P	P	P	P	P
3030110	0.00	3.50	3.50			P	P	P	P	P
3030200	0.00	3.04	3.04			P	P	P	P	P
3030202	0.00	0.40	0.40			P	P	P	P	P
3030300	0.00	4.27	4.27			P	P	P	P	P
3030390	0.00	0.89	0.89		D	P	P	P	P	P

P =Contractor Performance Item, *D = Deposit to Forest Service (Surface Rock Replacement), D3 = Deposit to Third Party

K-F.3.1.1 - FOREST SERVICE SPECIFICATIONS FOR MAINTENANCE OF ROADS IN CONTRACT AREAS (05/2010)

The specific road maintenance requirements (T-SPECIFICATIONS) listed in Special Contract Provision K-F.3.1# are contained in the attached Appendix titled FOREST SERVICE SPECIFICATIONS FOR MAINTENANCE OF ROADS IN CONTRACT AREAS. Special Project Specifications referenced within applicable T-Specifications can be found in the document "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS FP-03 CUSTOMARY UNITS." The above referenced specifications are binding on the parties signing this contract and become part of this contract.

K-F.3.2# - ROAD MAINTENANCE DEPOSIT SCHEDULE (09/2004)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Contractor's performance of road maintenance, Contractor 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 Contractor's commensurate use of each road listed in the Road Maintenance Plan in K-F.3.1#.

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

The Required Deposits for Forest Service work in lieu of Contractor performance and for deferred maintenance is: \$ \$1.75 per MBF.

The following table lists who Contractor 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		

K-G.3.1.4# - TIMING OF OPERATIONS (05/2010)

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

See Contractor's Operations Schedule Table.

Attachment to K-G.3.1.4# - Timing of Operations (05/2010)**Contractor's Operations Schedule Table**

Units	Operation Conditions	Purpose
All Steelhead Units - 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 24, 25, 26, 360, 361, 401, 402, 403, 404, 405, 407, 760, 802, 804, 805, 806, 808, 816, 817, 820, 901, 903, 907, 915	In 2014, No harvest allowed.	To minimize the effects of harvest on stream flow in the North Big Salt Lake (Steelhead Creek) sub-watershed.
All Steelhead Units 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 24, 25, 26, 360, 361, 401, 402, 403, 404, 405, 407, 760, 802, 804, 805, 806, 808, 816, 817, 820, 901, 903, 907, 915	In 2015, up to 151 acres may be harvested.	To minimize the effects of harvest on stream flow in the North Big Salt Lake (Steelhead Creek) sub-watershed.
All Steelhead Units 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 24, 25, 26, 360, 361, 401, 402, 403, 404, 405, 407, 760, 802, 804, 805, 806, 808, 816, 817, 820, 901, 903, 907, 915	In 2016, up to an additional 226 acres may be harvested.	To minimize the effects of harvest on stream flow in the North Big Salt Lake (Steelhead Creek) sub-watershed.

Attachment to K-G.3.1.4# - Timing of Operations (05/2010)

Units	Operation Conditions	Purpose
All Steelhead Units 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 24, 25, 26, 360, 361, 401, 402, 403, 404, 405, 407, 760, 802, 804, 805, 806, 808, 816, 817, 820, 901, 903, 907, 915	In 2017, up to an additional 114 acres may be harvested.	To minimize the effects of harvest on stream flow in the North Big Salt Lake (Steelhead Creek) sub-watershed.
All Steelhead Units 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 24, 25, 26, 360, 361, 401, 402, 403, 404, 405, 407, 760, 802, 804, 805, 806, 808, 816, 817, 820, 901, 903, 907, 915	In 2018, up to an additional 171 acres may be harvested.	To minimize the effects of harvest on stream flow in the North Big Salt Lake (Steelhead Creek) sub-watershed.
All Steelhead Units 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 24, 25, 26, 360, 361, 401, 402, 403, 404, 405, 407, 760, 802, 804, 805, 806, 808, 816, 817, 820, 901, 903, 907, 915	No harvest limitations in and after the year 2019.	To minimize the effects of harvest on stream flow in the North Big Salt Lake (Steelhead Creek) sub-watershed.

K-G.3.4.3 - MAINTENANCE AND FUELING OPERATIONS, SITE REQUIREMENTS (05/2010)

All maintenance and fixed point fueling operations on National Forest lands shall require an impervious floor arrangement and containment system, with a drainage system that cycles all liquids through an oil\water separator. Both the fuel tanks and the area where actual fueling operations take place shall have impervious floor protection and containment. Also, all areas where maintenance\repair of equipment occurs shall have similar impervious protection. The intent of this provision is to reduce or prevent on site contamination from oil and fuel.

Contractor shall submit a written plan to the Forest Service Representative for approval prior to any construction. Plan shall identify all materials and the design to be used. Contractor shall comply with all applicable state and federal laws and regulations in design, construction, and operation of the fueling and maintenance sites.

This containment requirement does not relieve the Contractor of cleanup responsibility for contamination caused by their operations.

As used in this provision, Impervious means impervious to petroleum products and distillates.

K-G.4.1.2 - STUMP HEIGHT (05/2010)

Notwithstanding the maximum stump height listed in A.6 the maximum stump height shall be no higher than 1/3 of the stump diameter with a minimum of 12 inches.

K-G.4.2# - SPECIAL YARDING OBJECTIVES (05/2010)

Special yarding objectives shall be accomplished by the type of yarding equipment listed below. Methods other than those specified may be approved in writing by the Forest Service if such methods meet the below stated objectives. Such approval shall include increases in Current Contract Rates where appropriate.

See Special Yarding Objectives table.

Attachment to K-G.4.2# – SPECIAL YARDING OBJECTIVES (05/10)

Special Yarding Objectives	Cutting Units
Partial Suspension: For protection of streams and soils.	1, 2, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 19, 20, 22, 25, 26, 34, 35, 36, 37, 42, 43, 44, 46, 47, 48, 50, 52, 54, 55, 56, 58, 59, 62, 63, 89, 92, 95, 98, 120, 121, 123, 124, 127, 129, 130, 131, 132, 133, 138, 139, 141, 143, 153, 160, 162, 167, 178, 180, 184, 185, 186, 187, 190, 191, 192, 193, 194, 195, 200, 204, 207, 360, 365, 368, 369, 401, 403, 404, 447, 802, 804, 805, 806, 808, 816, 817, 820, 823, 830, 834, 850, 891, 892, 894, 895
Full Suspension: For protection of streams and soils	3, 18, 24, 33, 38, 90, 91, 93, 94, 96, 100, 104, 105, 106, 107, 108, 109, 110, 111, 112, 114, 125, 126, 135, 136, 149, 154, 158, 159, 161, 168, 169, 171, 175, 177, 179, 181, 183, 189, 197, 201, 202, 203, 206, 361, 363, 395, 402, 405, 407, 740, 760, 795, 900, 901, 903, 907, 915, 921, 930, 936, 937, 941, 944, 946, 947, 959, 960, 962, 968, 978, 984, 989, 994, and 995

Acceptable Yarding Equipment	Cutting Units
Shovel, cable, or helicopter, as long as the Special Yarding Objectives are met.	ALL

K-G.5.1 - STREAMCOURSE PROTECTION (06/2013)

Streamcourses that are in the categories of a, b, and c are designated by Forest Service, shown on the Contract Area Map and marked on the ground in conjunction with marking of units and related roads.

Contractor's operations shall be conducted according to Best Management Practices as shown in Forest Service Handbook 2509.22. The following measures shall be observed to protect Streamcourses.

a. Streams that are marked with blue and white striped flagging will be protected in the following manner:

Cutting units shall not be within a minimum buffer zone of 100 feet (30 meters) on either side of streams.

Prior to any operations within a buffer zone of 100 feet (30 meters), a Streamcourse Protection Plan will be developed for that buffer zone. This plan will specify which timber, if any, may be removed within the buffer zone and become Included Timber.

Except as provided in K-G.4.2# or Streamcourse Protection Plan developed herein there will be no yarding corridors, tailholds, temporary road crossings or logging activity within the buffer designated on either side of Streamcourse.

b. Streams that are marked with orange and white striped flagging will be protected in the following manner unless agreed otherwise in writing:

Trees shall be felled in such a manner so that the direction of fall is away from Streamcourses. These trees may be wedged, jacked, lined, or otherwise pulled when necessary to meet this requirement. Unless the Forest Service provides a written waiver, felled trees that inadvertently enter or cross Streamcourses shall not be bucked or limbed until clear of Streamcourses unless limbing or bucking would reduce damage to the riparian vegetation or stream banks. Trees or products shall not be hauled or yarded across Streamcourses unless fully suspended. Debris in Streamcourses resulting from falling or yarding Included Timber shall be removed immediately to a stable location above high water mark. Existing natural stable debris shall be left undisturbed. The Forest Service may require individual felled, or portions of felled trees that have entered Streamcourses to be left unyarded. Trees or portions of trees to be left shall be clearly marked by the Forest Service prior to yarding.

c. Streams that are marked with green and white striped flagging will be protected in the following manner unless agreed otherwise in writing:

In so far as practical, trees shall be felled and yarded away from Streamcourses. The trees that cannot be felled away from Streamcourses shall be felled to bridge the stream providing these trees will be yarded during the same operating season. Trees felled to bridge Streamcourses shall be bucked, limbed, and topped clear of Streamcourse and its banks. Debris consisting of large unmerchantable pieces, root wads, or large accumulations of slash resulting from falling or yarding Included Timber, which restrict natural water flow, adversely affect water quality or have potential for debris flow, shall be removed to a stable location above high water mark before the yarder leaves the unit or upon completion of seasonal logging activities in the unit, whichever comes first.

In addition, the following measures shall be observed to protect Streamcourses, unless otherwise agreed in writing:

Contractor's operations shall be conducted to prevent debris from entering Streamcourses, except as authorized under this provision. When removing debris Contractor shall remove such debris in an agreed manner that will cause the least disturbance to Streamcourses.

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.

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

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

K-G.6# - EROSION CONTROL REVEGETATION (05/2010)

Contractor shall revegetate areas bared by Contractor's Operations (cut and fill slopes, waste and spoil areas susceptible to erosion on or along roads and skid trails constructed or used by Contractor) by seeding or planting with grass, shrubs or trees as designated by Forest Service. Work may include fertilizing and mulching.

Contractor shall not use 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" ("all states" noxious weed seed list). Contractor shall furnish seed separately or in mixture in standard containers marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination; (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present.

Contractor shall furnish a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying each seed lot tested within 12 months before application date. 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.

Seed mixture shall contain no more than 0.01% other seed, whether identified or not. If either Boreal red fescue or Arctared fescue are unavailable, Contractor may substitute Fawn Tall fescue. If Fawn Tall Fescue unavailable, Contractor may adjust the amounts of Annual ryegrass and Boreal red fescue or Arctared fescue to total 100%.

Contractor shall not apply seed without prior written approval by the Forest Service.

Seed mixture applied at 25 lbs/acre between

April 15th and September 15th :

40% Annual ryegrass (*Lolium perenne* ssp. *multiflorum* (Lam.) Husnot)

40% Boreal red fescue (*Festuca rubra*, Boreal variety)

20% Arctared fescue (*Festuca rubra*, Arctared variety)

Fertilizer applied at 300 lbs/acre:

10-20-10 (10% Nitrogen, 20% Phosphorus, and 10% Potassium): 200 lbs/acre

46-0-0 (Nitrogen Urea): 100 lbs/acre.

K-G.6.3 - TEMPORARY ROADS (05/2010)

Timber authorized for cutting for construction clearing for Temporary Roads is designated as 5 feet (1.5 meters) beyond the top of cut slope and 5 feet (1.5 meters) below the toe of the fill slope measured on slope distance.

Unless otherwise agreed in writing and staked on-the-ground by Forest Service, road fill placed by Contractor shall not cover, encroach on, or alter permanent or intermittent waterways.

Contractor shall install culverts in or bridge all permanent or intermittent water channels. Metal culverts shall be 18 inches (450 millimeters) minimum diameter. Wood or log culverts shall be 24 inches (600 millimeters) minimum end size. Unless waived, culvert or bridge spans in excess of five feet shall be installed to have a minimum 5-foot (1.5 meters) vertical clearance above high water. All wooden log culverts will be covered with a woven or polypropylene fabric blanket prior to depositing embankment material.

Bridge approach fill placed within five feet of high water line shall be rock riprap. When embankment material is used for decking on native log bridges, side logs, wood chinking, and a woven or polypropylene fabric blanket shall be installed prior to depositing embankment materials.

K-G.7.1 - SLASH DISPOSAL ON RIGHTS-OF-WAY (05/2010)

Contractor shall remove from road surfaces, cut banks, and drainage ditches all slash (limbs, stumps, tops, cull logs and other debris) resulting from Contractor's operation. Existing debris shall be considered slash under this contract, where disposal of such debris is necessary to adequately treat sale generated slash. All such materials shall be moved to a place and disposed of as designated by the Forest Service.

K-G.7.2 - SLASH DISPOSAL (05/2010)

As used in the following Subsections, the term "slash" is all vegetative material 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, which is created or disturbed as a result of Contractor's Operations, including construction of roads or other improvements under this contract. Existing debris (vegetative material defined above) will be considered slash under this contract where the disposal of such debris is necessary to reduce fire hazard, to adequately provide for regeneration, to improve visual or recreational qualities, or to improve wildlife habitat in those areas cut over by this contract. Slash created in the construction of Specified Roads shall be disposed of as provided for in Section 201 of the Standard and Special Specifications and as shown in Drawings.

Any burning of slash or refuse by Contractor is subject to K-H.2.3.

Forest Service may agree to substitute methods of slash disposal if substitute measures will give equally satisfactory results.

Forest Service may waive specific measures. Contractor's Account will be charged for any measures waived or for work taken over by Forest Service. The amount of such charges will be determined by Forest Service if Contractor has not begun felling operations. If felling operations have begun, charges will be determined by mutual agreement.

K-G.8 - UTILITY SCALING INSTRUCTIONS (05/2010)

Notwithstanding the net scale in percent of gross scale found in A.2. Spruce Utility and Hemlock Utility logs shall be scaled to an adjusted gross scale of 50% of the gross scale.

K-G.8.1 - TRIM ALLOWANCE (05/2010)

Notwithstanding trim allowances found in A9, the following maximum trim allowances apply to all species.

<u>Log Lengths</u>	<u>Maximum Trim</u>
40 feet and under	12 inches
41 feet to 50 feet	14 inches
51 feet to 60 feet	16 inches
61 feet to 70 feet	18 inches
71 feet to 80 feet	20 inches
81 feet to 90 feet	22 inches
91 feet to 100 feet	24 inches

K-G.8.2 - PRESENTATION FOR SCALING (05/2010)

Products removed from Contract Area shall be scaled within six months. Contractor shall not place products in storage for a longer period of time without prior written approval by the Contracting Officer.

K-G.8.4 - ACCOUNTABILITY INSTRUCTIONS (08/2013)

The following requirements are in addition to those stated in Standard Contract Provision G.8.4 - Accountability.

Contractor agrees to a log accountability plan, jointly prepared, and approved by the Contracting Officer. Contractor also agrees to provide Forest Service with the location of log manufacture and permits Forest Service access to those facilities.

(a) Contractor shall obtain load and/or raft/barge removal permits or receipts furnished by Forest Service and provide other records required by Forest Service to account for logs in transit and storage.

(b) As described in the approved Log Accountability Plan and prior to leaving the Contract Area, Contractor shall; (1) attach numbered tags to each bundle or individual log; (2) complete bundle registers; and (3) issue raft or barge receipts for products removed. Before each shipment, Contractor shall identify the shipping destination and furnish the Forest Service with a completed 2400-21 Raft/Barge receipt.

(c) The Contractor must give the Forest Service 48 hours prior notice before towing any raft/barge from its place of loading.

(d) When towing products, the tow boat captain shall keep a copy of the permit/receipt and show it upon request or display it as evidence of authority to move products.

(e) Weatherproof signboards shall be placed at each end of the log raft or barge.

(f) Signboards will be a minimum of 16" x 16" and display the last 4 digits of the raft/barge receipt number, the Contract Name and Contract Number.

(g) Receipt numbers will be a minimum of 4" in height and will be placed at the top center of each signboard.

(h) If requested by the Forest Service, Contractor agrees to provide Forest Service, at monthly intervals, statements showing the identification and location of logs in storage or transit and log rafts/barges consumed during this period.

K-G.8.4.1 - ROUTE OF HAUL (09/2004)

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

Upon advance written agreement, other routes may be approved. All unscaled products removed from Sale Area shall be transported over the designated routes of haul.

Purchaser shall notify Forest Service 48 hours prior to when log rafts or barges leave their place of assembly. Purchaser shall require towboat captains to report log movements to Forest Service within 24 hours of the time such movement begins.

Purchaser shall require truck drivers and/or towboat captains to stop, if requested by Forest Service, for accountability checks when products are in transit from Sale Area to the designated Scaling location.

Purchaser and Forest Service shall agree to locations for accountability checks in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. Checks of rafts and barges will be made when they are stopped and being held for further transit.

Forest Service shall notify Purchaser of the methods to be used to alert truck drivers and towboat captains of a check.

K-G.8.4.2 - PRODUCT IDENTIFICATION (09/2004)

Unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Contractor shall:

- (a) Before removal from Contract Area, hammer brand all products on each end.
- (b) Paint all products, except for Alaska yellow cedar, on each end with a spot of highway-yellow paint.
- (c) For all products where the Regional Forester has approved shipment to the contiguous 48 States for processing, paint all such products on each end with a spot of highly-visible green paint. Both a highway-yellow and a highly-visible green spot shall be visible on these products.
- (d) For all products where the Regional Forester has approved export to foreign markets, paint all such products on each end with a spot of highly-visible orange paint, completely covering any yellow paint spot.

Contracting Officer shall assign brands and Contractor shall register them with the State of Alaska. Contractor shall use assigned brand exclusively on logs from this contract until Contracting Officer releases brand.

Contractor shall apply paint spots before removal from Contract Area, unless Contracting Officer approves product sorting after removal. Each paint spot must be not less than three (3) square inches in size. Contractor will furnish and apply paint of a lasting quality (oil-base or equivalent). Highway-yellow, green, and orange paint are not to be applied to products from this contract for purposes other than those stated above.

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

K-G.9 - RECORDS (05/2010)

Upon request, Contractor shall provide access to appropriate annual records in Contractor'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 timber from other sources and ownerships in order to accurately allocate indirect costs.

Contractor shall provide access to such data on behalf of subsidiary entities owned or controlled by Contractor 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, Contractor shall request in writing, their subcontractors to make such data available to Forest Service.

Upon request by Forest Service, Contractors shall submit their sales journals on a quarterly basis to authorized Forest Service personnel. Product sales information shall include revenues and volumes of species-product from all sources and ownerships. Quarterly sales are defined by the date of the forest product sales in a calendar quarter.

In addition to the requirements of K-G.8.4 - Accountability Instructions (Option 10), Contractor agrees to record the cutting unit number on all load receipts.

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.

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

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

Stewardship Projects

Sale Name: BIG THORNE STEWARDSHIP

K-G.9# - Stewardship Project Details

Attachment to K-G.9#

Mandatory Projects - M

Item #	Description
M1	Balls Lake Trail – Renovation of the 2.3 mile Balls Lake Trail; Trail connects to Eagle Nest’s Campground. Project will place step and run boardwalk in the remaining eroding sections of trail (4,250 feet).
M2	Boy Scout Trail – Renovation of a portion of the Boy Scout Lake area, All Terrain Vehicle (ATV) trail.
M3 - M49	Wildlife Habitat Improvement – Pre-commercial thinning of 16’ x 16’ Spacing.
M92	Luck Creek Restoration, Phase I
M93	Engineering – Fish Passage Improvement

Optional Projects - O

Item #	Description
O50-O91	Wildlife Habitat Improvement – Pre-commercial thinning of 14’ x 14’ Spacing
O94	Luck Creek Restoration , Phase II

K-H.1 - PLANS (05/2010)

The plan shall state how Contractor's representative or alternates will be contacted in a fire emergency, both while operating and at other times such as evenings or weekends.

K-H.2# - FIRE PRECAUTIONS (05/2010)

Specific fire precautionary measures that are required per the terms of H.2 - Fire Precautions are as follows: K-H.2a, K-H.2b, K-H.2c, K-H.2d, K-H.2e, K-H.2f, K-H.2g, K-H.2i, K-H.2n, K-H.2h, K-H.2j, K-H.2k, K-H.2l, K-h.2m .

K-H.2.2 - EMERGENCY FIRE PRECAUTIONS (05/2010)

Contractor shall restrict operations in accordance with the Emergency Fire Precautions Schedule.

Contractor shall obtain the predicted Fire Precautions Class from the appropriate Forest Supervisor Office. If predictions made after 1800 local time are significantly different than originally estimated, Forest Service will inform Contractor when changes in restrictions or fire precautions are indicated.

Emergency Fire Precautions Schedule

Forest Service may change the fire danger values to other essentially equivalent values, when the Fire Danger Rating System is revised. In this event a new Emergency Fire Precaution Schedule will be prepared. When sent to Contractor it will supersede the Schedule here.

Fire Precaution Class	Precautions
MAC I & MAC II	Normal fire precautions only. Spark arresters installed, 100 gal. (370 liters) water and 4 large buckets at each yarder. Where required, 300 gal. (1,100 liters) tank truck filled with water at site if currently logging. Necessary fire equipment at each side or on equipment. Ground around yarders cleared. Communications available.
MAC III	All prior fire precautions required. No warming or lunch fires permitted. Power saw operators required to carry fire extinguishers. Smoking materials permitted only in designated areas. Clear 10 feet (3 meters) radius around tail blocks. One 5 gal. (19 liters) backpack pump with water, a shovel and pulaski at each corner or tail block. On third consecutive day of M.A.C. III Forest Service may suspend felling, cable yarding system*, blasting, welding, and metal cutting operations from 1200 (12 p.m. until 1800 (6 p.m.)). Other operations such as loading, hauling and road construction, including use of power saws at loading sites, are permitted. Fireman services required for this and all higher classes.
MAC IV	All prior fire precautions required. Shutdown all power saws, cable yarding systems*, blasting, welding and metal cutting operations, helicopter yarding system, tractor operations, and loading from 1200 (12 p.m.) until 2000 (8 p.m.) local time. Loading outside of slash or high hazard areas, use of power saws at loading sites, hauling, road earthwork, watering, grading, ground surfacing, rock crushing, and road maintenance may continue with Forest Service permission.
MAC V	Shutdown all operations. Watering and grading may continue with Forest Service permission. Logging and road construction areas patrolled from 1200 (12 p.m.) until 2000 (8 p.m.) local time.

*Cable yarding systems are defined as those systems using corner blocks, and/or having ground line friction points.

K-H.2a - SMOKING AND LUNCH FIRE RESTRICTIONS (05/2010)

In Contractor's operations, Contractor shall prohibit smoking and building of any fires except at established camps and other safe locations. Smoking and fires shall be permitted at such locations only at the option of Contractor.

K-H.2b - FIRE TOOLS (05/2010)

Contractor shall furnish fire tools to equip all of the men/women employed in Contractor's operations at each separate work site. Tools shall be in serviceable condition and kept in one or more weather tight fire toolboxes. Fire toolboxes shall be painted red, marked "Tools for Fire Only" with letters at least 3 inches (7.5 centimeters) high, and kept sealed. A list of the contents shall be posted inside each fire toolbox so it is visible when opened. Sharpened edges of tools shall be protected from rusting in a manner acceptable to Forest Service.

Fire toolboxes shall contain numbers and kinds of tools as follows:

Kind of Tool	Number of Men/Women Working in Area			
	1-4	5-9	10-15	16-20
Axe, d.b., chopping, 32" (800mm) min. handle	1	1	2	3
Shovels, L.H., R.P. #0 or larger	1	3	6	7
Pulaski, 32" (800mm) min. handle	2	3	7	10
File, 10" (25cm) mil bastard	1	1	1	2
Pumps, backpack cans, 5 gal. (19 liters) filled with water	1	2	2	3

Backpack cans shall be located inside or immediately adjacent to the tool box in a safe, readily available area.

Fire tool boxes shall be placed at the following locations:

- a. Each operating landing or site.
- b. Each operating road construction job unless finish grading or surfacing is the only road work in progress and sufficient fire tools are available on equipment for use by all construction personnel.
- c. For helicopter logging, tool boxes, including the backpack pump at the landing, will have a sling arrangement for immediate transportation to the vicinity of any fire within Contract Area.

A minimum of 100 gallons (370 liters) of water and four large buckets shall be provided at each landing where a stationary yarder is operated.

K-H.2c - SPARK ARRESTERS AND MUFFLERS (05/2010)

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA - Forest Service, Standard 5100-1, 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 chainsaws, which is equipped with a screen arrester, as described in Forest Service Spark Arrester Guide.

A spark arrester, which does not meet the requirements in this Guide, may be approved upon submission of acceptable proof that the arrester is at least 80 percent efficient in retention, attrition or destruction of carbon particles. Such arrester may be required to meet higher standards as improvements in design and efficiency are discovered.

c. A passenger-carrying vehicle or light truck intended primarily for use on roads, and equipped with a factory designed muffler and exhaust system.

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 consequently maintained in serviceable condition.

K-H.2d - FIRE EXTINGUISHERS AND EQUIPMENT OF TRUCKS, TRACTORS, AND POWER SAWS (05/2010)

Each internal combustion loader, yarder, grader, truck, and tractor, shall be provided with chemical fire extinguishers meeting one of the following specifications:

1 each 2-1/2 pound (1 kilograms) size or larger extinguisher of dry chemical type, or 1 each 4 pound (1.8 kilograms) size or larger extinguisher of the carbon dioxide type.

Contractor shall test or check each extinguisher for proper functioning prior to the beginning of Fire Precautionary Period. Each grader, truck and tractor shall be provided with one serviceable round-pointed shovel. Extinguishers and shovels shall be so mounted as to be readily available.

Each gasoline power saw shall be provided with 1 chemical-pressurized fire extinguisher of not less than 8-ounce (0.23 kilograms) capacity by weight. The extinguisher shall be maintained in good working order at all times.

During periods of critical fire danger, additional precautionary measures, such as a round-pointed shovel, may be required when such saws are used. Any fueling of a power saw shall be done in an area which has first been cleared of material which will carry fire; such power saw shall be moved at least 10 feet (3 meters) from the place of fueling before starting.

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

At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 10 B.C. will be provided on the site and placed where they are available for immediate use.

K-H.2e - FIREPERSONS (05/2010)

Contractor will designate a fireperson who shall perform the services listed below on Contract Area and vicinity. The person will be physically capable, alert, and have adequate experience and training necessary to perform the duties assigned. The fireperson will be capable of operating Contractor's firefighting equipment specified in the contract, excluding helicopters, and of directing the activities of Contractor's men on forest fires. The fireperson will be provided adequate transportation and fire fighting equipment. When communications are required on operating sides, and such system consists of telephone, radios or radio telephones, the fireperson shall be provided with such communications. With the exception of work in item (b) below, fireperson services described shall be for at least three hours or until 8:00 p.m., whichever is later, from the time falling, logging, construction, or welding equipment is shut down. For the purpose of this provision, personnel and service vehicles are excluded as equipment.

Fireperson services shall consist of moving throughout the operation area or areas with fireperson constantly on the lookout for fires and taking suppression action on any fires detected. In helicopter operations, the fireperson, where possible, shall observe inaccessible portions of the operating area from vantage points within or adjacent to Contract Area.

Contractor shall furnish fireperson services as stipulated below. Contractor shall obtain the predicted Precautionary Class from the appropriate Forest Supervisor Headquarters.

On the third consecutive day of M.A.C. III or at other times as the Forest Supervisor requires:

- (a) Provide fireperson services to both tractor and cable yarding and loading operation areas, and to power saw operations, including right-of-way clearing.
- (b) After each cable road line change, the fireperson, or an employee in conjunction with his regular duties, shall check line locations and report friction points to logging supervisor or foremen. Such supervisor or foremen shall take action as is reasonably necessary to prevent fires at these points.
- (c) Provide fireperson services to road construction, road maintenance, and rock pit operation areas, truck hauling routes through Contract Area, and other areas where Contractor's men have worked on or with power-driven equipment.

If vehicle travel time with available transportation exceeds ten minutes from any area requiring fireperson services to any other area requiring such service, Forest Service may require a second fireperson.

Forest Service may, by written notice to Contractor, revise the numerical Fire Precautions Class Values to other numerical, but essentially equivalent values upon revision of Forest Fire-Danger Rating System.

K-H.2f - BURNING OF REFUSE (05/2010)

No camp refuse, or brush, slash or debris, such as that resulting from clearing around camps or on rights-of-way, shall be burned without the written approval of Forest Service.

K-H.2g - POWERED PORTABLE PUMP (05/2010)

Contractor shall furnish portable power pump equipped with at least 1,500 feet (450 meters) of serviceable 1-1/2 inch (40 millimeters) hose rated at 300 lbs. (2,070 Kilopascals) pressure. Forest Service shall approve hose as serviceable and may require sample tests if hose appears to be unserviceable. A nozzle with 1/4 inch (6.35 millimeters), 5/16 inch (8 millimeters) and 3/8 inch (9.5 millimeters) tips shall be provided. The pump shall develop pressure sufficient to discharge 20.5 gallons (75 liters) per minute through a 50 foot (15 meters) length of 1-1/2 inch (40 millimeters) rubber-lined hose using a 1/4 inch (6.35 millimeters) nozzle tip, at pump level. For helicopter logging, the portable pump will be equipped with a sling arrangement, which allows for immediate transport to the Contract Area.

List of necessary accessories which are required to be with the pump are as follows:

- Sufficient fuel to operate pump 8 hours.
- 8 feet (2.5 meters) (approx.) suction hose with strainer suitable to fit pump intake.
- 1 Gun, grease, if pump is the type that requires periodic greasing. The grease gun will be filled with grease.
- 1 Pliers, 6" (150 millimeters) slip joint.
- 2 Quarts (2 liters) oil, crankcase, if engine is type that requires crankcase oil.
- 2 Rope starters.
- Sufficient extra spark plugs to replace all spark plugs in the engine.
- 12 washers for each size hose supplied.
- 1 Screwdriver, 4" (100 millimeters).
- 1 tank and hose line (gas).
- 1 Valve, check 1-1/2" (40 millimeters).
- Wrench, Crescent, 10" (250 millimeters).
- 1 or more Wrench, spanner, 1-1/2" (40 millimeters) and other sizes suitable to fit hoses supplied with pump.
- 1 valve, Siamese, 1-1/2" (40 millimeters).

These accessories should be stored in the pump box or other suitable container near the pump. A list of contents shall be posted inside the box so as to be visible when the box is open.

Pump(s) with accessories will be located at a place mutually agreed upon by Contractor and Forest Service.

K-H.2h - TANK TRUCK (05/2010)

Contractor shall provide a truck or trailer equipped with a water tank containing not less than 300 gallons (1,100 liters) of water. The pump may be a portable power pump or a suitable power takeoff pump. If the pump is of the gear type, a by-pass or pressure relief valve shall be provided. The pump shall develop pressure sufficient to discharge 20.5 gallons (75 liters) per minute through a 50 foot (15 meters) length of 1 inch (25 millimeters) or 1-1/2 inch (40 millimeters) rubber-lined hose, using a 1/4 inch (6.35 millimeters) nozzle tip at pump level. The tank truck or trailer shall be equipped with a live reel containing from 250 feet (75 meters) to 300 feet (100 meters) of 1 inch (25 millimeters) fabric-jacketed rubber-lined hose. The hose shall be charged with water and then wound on the reel so that it is "alive". While full 1 inch (25 millimeters) FJRL hose is preferred because of lesser friction loss, 1 inch (25 millimeters) hard rubber hose will be acceptable on the live reel provided the inside diameter of the hose is not less than 3/4 inch (20 millimeters).

In addition to the hose on the live reel, 250 feet (75 meters) of 1 inch (25 millimeters) FJRL hose shall be carried on the tank truck or trailer. The necessary fittings to connect at least 500 feet (150 meters) of hose together shall be provided. The nozzle shall be of a shut-off type. It shall have a capability of projecting a 1/4 inch (6.35 millimeters) stream or its equivalent in water output and distance. It shall also contain a spray pattern orifice.

A water supply sufficient for rapidly filling the tank shall be provided where practicable at one or more accessible points along or adjacent to the truck roads.

List of necessary accessories which are required to be with the tank truck or trailer is as follows:

Sufficient fuel to operate pump for 8 hours.

1 reducer, 1-1/2" (40 millimeters) and 1" (25 millimeters) if both 1-1/2" (40 millimeters) and 1" (25 millimeters) hoses are supplied on the sale. The reducer shall be suited for joining the two sizes of hose.

1 or more wrench, spanner, suitable to fit hose supplied.

1 suction screen suitable to fit suction hose.

24 feet (7 meters) (approx.) suction hose suitable to fit pump intake.

12 washers for each size hose supplied on the sale.

The following accessories are required if the pump is operated by a separate engine:

Sufficient extra spark plugs to replace all spark plugs in the engine.

1 wrench, crescent, 10" (250 millimeters).

1 wrench, spark plug, unless the crescent wrench is suitable for use on the spark plugs.

1 pliers, 6" (150 millimeters), slip joint.

2 quarts (2 liters) oil, crankcase, if engine is the type that requires crankcase oil.

1 screwdriver, 4" (100 millimeters).

2 rope starters, if engine is started with a rope.

1 gun, grease, if the pump is the type that requires periodic greasing.

The grease gun will be filled with grease.

These accessories shall be stored on or near the pump in a suitable compartment or box. A list of contents should be posted inside the compartment or box so as to be visible when the storage place is open.

The tank truck or trailer with accessories shall be placed at a readily available location as close as possible to logging equipment.

The following safety items are required with tank truck or trailer:

Rearview mirror

Parking brake

Foot brake

Muffler

** Spare tire w/lug

wrench and jack

* Safety chains (trailers only)

Flares, 1 set of 3 (if vehicle used ½ hour

after sunset to ½ hour before sunrise)

Headlights

**Taillights

** Stop lights

* Reflectors (Rear-2 red; Side Rear-2 red)

*Required on Trailers.

** The lug wrench and jack with the truck type vehicle for pulling trailers will suffice if of adequate size.

All tires must have a tread of at least 1/4 inch (6.35 millimeters) deep.

Muffler and exhaust system and properly mounted shovel, and extinguisher are required as for other internal combustion engine operated machines.

In the event a water trailer is used, the truck-type vehicle for pulling trailer must meet the same requirements as the tank truck. In addition, the vehicle must be attached to the trailer on the third consecutive day of M.A.C. III or at other such time as the Forest Supervisor requires, including the fireman services.

K-H.2i - COMMUNICATIONS (05/2010)

Unless relieved in writing by Forest Service, Contractor shall provide and maintain, in serviceable condition, a satisfactory radio or telephone system with a commercial network, during the Fire Precautionary Period. Contractor will maintain a standby schedule as set forth in Plan under K-H.1.

K-H.2j - CLEARING - LANDINGS (05/2010)

The ground shall be cleared of all material which would readily ignite and cause fire to spread for a radius of 50 feet (15 meters) around each stationary internal combustion yarding or loading engine in advance of setting up and shall be kept reasonably clear of accumulations of such material during operations.

A stationary internal combustion engine is defined as any such engine, which is operated in one place for more than two consecutive days.

K-H.2k - WATER SUPPLY FOR SKYLINE OPERATIONS (05/2010)

In addition to the requirements of K-H.2h, Contractor shall provide a suitable tank trailer or water supply that can be lifted and transported by the yarding carriage. The component parts of the water supply system will meet the same specifications as stated in K-H.2h.

K-H.2l - HELICOPTER WATER BUCKET (05/2010)

Contractor shall provide a helicopter water bucket of a size commensurate with the maximum lifting capability of the helicopter with the greatest external load capacity currently operating in the Contract Area.

Contractor shall have available a water source for filling the bucket.

The required bucket shall be situated at all times in relation to the required water supply so that the bucket can be hooked up, and three fills and drops made within a maximum of twenty minutes from the time such a test is requested by Forest Service.

Fire readiness time checks of water drop performance, including bucket hookup and drop of three buckets of water, may be made at any time. Generally such checks will be made no more than once a month. Indications of inability to perform within the time allowance will justify an immediate check. Checks will be made when the helicopter is in the vicinity of the landing and has adequate fuel.

K-H.2m - HELICOPTER COMMUNICATIONS (05/2010)

Contractor shall equip each helicopter operating on the Contract Area with a radio capable of transmitting and receiving on 121.5 and 122.9 megacycles and ensure that a compatible ground station is available and operational at the fueling and maintenance landing area.

K-H.2n - AMOUNT OF PORTABLE PUMPS AND/OR TANKERS (05/2010)

Contractor shall provide the following number of portable pumps or tank trucks which meet the criteria listed in K-H.2g and K-H.2h.

Equipment	Contract Size	Number of Operating Sides/Landings									
		1	2	3	4	5	6	7	8	9	10
Portable Gasoline Power Pumps	9.9 MMBF or less	2	2	2	2	3	3	3	3	3	3
	10.0 MMBF or larger	1	1	1	1	2	2	3	3	4	4
Tank Trucks or Trailers		1	1	1	1	1	1	1	1	2	2

Contractor at his option may provide a combination of portable gasoline power pumps and/or tank trucks or trailers which meet the above minimum combination provided that on sales of less than 10 MMBF (20,420 CCF) there are at least two portable gasoline powered pumps and on contracts greater than 10 MMBF (20,420 CCF) there is a minimum of 1 portable gasoline power pump and 1 tank truck.

K-I.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A.20. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

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

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

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

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

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

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

K-I.6.8 (Option 2) - USE OF TIMBER (09/2004)

(a) Unprocessed timber for National Forest System lands in Alaska may not be exported from the United States or shipped to other States without prior approval of the Regional Forester.

(b) Except for western red cedar, timber manufactured into the following shall be considered processed:

- (i) lumber or construction timbers meeting current American Lumber Standards (ALS) grades or Pacific Lumber Inspection Bureau (PLIB) Export R or N list grades, sawn on four sides, not intended for remanufacture;
- (ii) lumber, construction timbers, or cants for remanufacture meeting current ALS grades or PLIB Export R or N list clear grades, sawn on four sides, not to exceed 12 inches (30.5 cm) thick;
- (iii) lumber, construction timbers, or cants for remanufacture that do not meet the grades referred to in (b)(ii) and are sawn on four sides, with wane less than 1/4 of any face, not exceeding 8-3/4 inches (22.2 cm) thick;
- (iv) chips, pulp, or pulp products;
- (v) veneer or plywood;
- (vi) poles, posts, or pilings cut or treated with preservatives for use as such;
- (vii) shakes or shingles;
- (viii) plywood bolts, not exceeding 100 inches (250 cm) in length;
- (ix) pulp logs or cull logs processed at domestic pulp mills, domestic chip plants, or other domestic operations for the purpose of conversion of logs into chips; or
- (x) spruce musicwood bolts, not exceeding 30 inches (75 cm) in length.

(c) Western red cedar timber manufactured into the following shall be considered processed: (i) lumber or construction timbers meeting current American Lumber Standards (ALS) grades of Number 3 dimension or better or Pacific Lumber Inspection Bureau (PLIB) Export R list grades, with a maximum cross section of 2,000 square centimeters (310 square inches) for any individual piece of processed western red cedar, regardless of grade; (ii) chips, pulp, or pulp products; (iii) veneer or plywood; (iv) poles, posts, or pilings cut or treated for use as such; or (v) shakes or shingles.

(d) Timber in the following forms shall be considered unprocessed: (i) trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use and (ii) lumber, construction timbers, pulpwood bolts, or cants intended for remanufacturing and not meeting the processed timber standards in paragraphs (b) or (c).

(e) 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.

(f) Prior to beginning operations under this contract, Contractor shall furnish to Contracting Officer, in writing, the names and addresses of the processing plants or other locations to which the timber is expected to be delivered. Prior to hauling or towing to any different locations, Contractor shall furnish like information concerning the different locations.

(g) Prior to delivering unprocessed Included Timber to another party, Contractor shall require each buyer, exchangee, or recipient to execute an acceptable agreement that shall: (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; and (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.

(h) No later than 10 days following the execution of any such agreement between Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(i) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(j) 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 Contractor relating to the termination.

K-I.6.8.2# - LIMITED EXPORT OF UNPROCESSED HEMLOCK AND SPRUCE SAWLOGS (04/2014)

In accordance with 36 CFR 223.201, and under the conditions listed below, the Regional Forester may approve applications for limited export/removal of unprocessed hemlock and spruce sawlogs to locations outside of Alaska.

1. The total export/removal of unprocessed sawlogs from this sale that may be shipped from Alaska shall not exceed 26,673.33 Net MBF, as determined by scaling.
2. Contractor shall not be charged a Premium for hemlock and spruce volume exported/removed from Alaska.
3. Contractor will not receive a rate adjustment for processing any hemlock sawlogs within Alaska.
4. Contractor is required to submit an application to the Contracting Officer. Regional Forester approval is required before any vessels are loaded for shipment
5. Volume approved for export/removal shall be scaled according to the scaling rules in the National Forest Scaling Handbook, by an organization or individual approved by the Regional Forester, at a location approved by the Contracting Officer.

Attachment

**FOREST SERVICE SPECIFICATIONS FOR
MAINTENANCE OF ROADS IN TIMBER CONTRACTS**

In accordance with K-F.3.1.1 - Road Maintenance Requirements this attachment contains a copy of each Road Maintenance Specification, **as indicated by an X** that was referred to in K-F.3.1 # - Road Maintenance Requirements.

Specifications are applicable to:

National Forest	Tongass National Forest
Ranger District	Thorne Bay
Contract Name	BIG THORNE STEWARDSHIP

INCLUDE SPEC.	SPEC. NUMBER	SPECIFICATION TITLE	EFFECTIVE DATE
X	T-803	Snow Removal	04/02
X	T-811	Blading	04/02
	T-812	Dust Abatement	04/02
X	T-813	Surfacing	04/02
X	T-831	Ditch Maintenance	04/02
	T-832	Remove and End Haul Materials	04/02
X	T-834	Drainage Structure Maintenance	04/02
X	T-835	Post Haul Roadway Drainage Structure Maintenance	04/02
	T-836	Maintenance for Limited Use	04/02
X	T-838	Maintenance for High Clearance Vehicle Use	04/02
X	T-839	Maintenance for Project Use	04/02
	T-840#	Special Maintenance Requirements	04/02
X	T-841#	Vegetation Establishment	07/06
X	T-842	Cutting Roadway Vegetation	04/02
	T-845#	LTF Operations, Maintenance, and Monitoring	04/02
X	T-851	Logging Out	04/02
X	T-858	Bridge Wearing Surface Maintenance	04/02
	T-891#	Water Supply and Watering	04/02

T-803 SNOW REMOVAL (04/02)

803.1 Description

This Section provides for removal of snow from roads to facilitate logging operations and safe use.

803.2 Maintenance Requirements

- A. The Contractor Traffic Control Plan per the term of G.3.3 – Safety will be amended as needed for snow removal operations under B(9)(a) or (b) below.
- B. If Contractor elects to remove snow, meet the following requirements:
 - (1) Erect signs required by the amended Contractor Traffic Control Plan per the term of G.3.3 – Safety.
 - (2) Perform work in a manner to preserve and protect roads and appurtenances, and to prevent erosion damage to roads, streams, and other Forest values.
 - (3) Do not undercut banks or 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 K-F.1.2# or the Road Rules document.
 - (8) Upon seasonal completion of Contractor's Operations, effectively block the road by a snow barricade, unless otherwise agreed.
 - (9) Remove snow for either public access or project use as established in K-F.3.1# - Road Maintenance Requirements 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 drainages at agreed upon locations.
 - (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 agreed upon locations.
 - (10) Upon notice 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

T-803 SNOW REMOVAL (04/02) (Continued)

agreed. Forest Service will notify Contractor in writing as to the cubic meter equivalent of bladed off material by the start of the normal operating season.

803.3 Equipment

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

- A. Type or use of equipment is not restricted in K-F.1.2# 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 Forest Service approval. Equip plows or dozers with shoes or runners to keep the dozer blade a minimum of 50 mm above the road surface unless agreed otherwise.

803.4 Ice Control

Ice control may be performed by Contractor when approved by Forest Service in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.

T-811 BLADING (04/02)

811.1 Description

This work consists of surface blading the traveled way to a condition to facilitate traffic and provide proper drainage. Blading includes shaping the crown or slope of traveled way, berms, and drainage dips in accordance with this specification. Compaction is required when shown on the road listing.

811.2 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 40 mm per meter of width, but not more than 60 mm per meter of width. Thoroughly loosen surfacing material to no less than 50 mm 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 deep enough to 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 50 mm 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.

C. Routine Blading

1. Conform to the dimensions SHOWN ON THE DRAWINGS or designated in the SPECIAL PROJECT 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- All aggregate roads require compaction, other roads requiring compaction will be included in the Road Listing. Unless Compaction Method B is designated in the Road

BIG THORNE STEWARDSHIP CONTRACT

Listing, all traveled ways requiring compaction shall be compacted by Method A. Compaction shall commence immediately following blading. Compaction methods are:

1. Compaction Method A: By breaking track while operating equipment on the traveled way.
 2. Compaction Method B: 7-9 metric 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. 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.
1. 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 3.4 meters of smooth traveled way on one-lane segments, or 6 meters 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 150 meters.
- I. Ditches- Vegetation not obstructing drainage will not be disturbed. Only roads shown in K-F.3.1# listed for work under sections T-831 and T-834 will ditches be maintained.
- J. Flat blading- Cutting and side casting of roadway or one pass blading is not permitted.
- K. Berms- Do not create berms (windrows).

T-813 SURFACING (04/02)

813.1 Description

This work consists of placing surface aggregate or borrow excavation as staked on the ground, or designated by the Government. It includes preparing the area, furnishing, hauling, and placing all necessary materials and other work necessary to blend with the adjacent road cross section.

813.2 Materials

- A. Materials will be Government-furnished when stated in SPECIAL PROJECT SPECIFICATIONS. Materials shall be obtained from sources SHOWN ON THE DRAWINGS or DESIGNATED on the ground.
- B. Materials furnished by the Contractor shall conform to the gradation requirements shown in the SPECIAL PROJECT SPECIFICATIONS and the quality requirements of Section 703 of the Forest Service Specifications for Construction of Roads and Bridges, 1996.

813.3 Maintenance Requirements

- A. Thoroughly loosen the area to be surfaced to a minimum depth of 25 mm prior to placement of aggregate.
- B. Mixing and Placing
 - 1. When scheduled coincidentally with work under Section T-811, and included in SPECIAL PROJECT SPECIFICATIONS, mix surfacing and existing aggregate with water until a uniform mixture is obtained prior to final shaping and compaction.
 - 2. Otherwise, spread the material on the prepared area in layers no more than 100 mm in depth. When more than one (1) layer is required, shape and compact each layer before the succeeding layer is placed. Upon completion, the surfacing shall reasonably conform to the adjacent cross section and provide smooth transitions in the road profile.
 - 3. Compaction Method A will be used unless Method B is included in the SPECIAL PROJECT SPECIFICATIONS. Accomplish compaction by one of the following methods:
 - A. Compaction Method A: By breaking track while operating equipment on the traveled way.
 - B. Compaction Method B: 7-9 metric ton pneumatic, steel, or equivalent vibratory roller, operated to cover the full width two (2) times.

T-831 DITCH MAINTENANCE (04/02)

831.1 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 marked on the ground.

831.2 Maintenance Requirements

- A. Mechanical maintenance of ditches by removing rock, soil, wood, and other materials. Upon completion the maintained ditch shall be of the same character as abutting segments that were not required to be maintained.
- B. Undercutting back slopes by blade or bucket during removal operations is not permitted. Maintain a stable slope.
- C. Suitable material up to 100 mm in greatest dimension removed from the ditches may be blended into existing native road surface and shoulder.
- 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 Government.
- 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 300 mm in length or 75 mm 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. Minimize disturbance, require seeding where disturbed.
- J. Use appropriate equipment for task.

T-832 REMOVE AND END HAUL MATERIALS (04/02)

832.1 Description

Work consists of loading, hauling, and placing of slide, slough, or excess materials such as rock, soil, vegetation, and other materials to designated disposal sites.

832.2 Maintenance Requirements

- A. Remove, end haul, and dispose of excess materials generated by work under other Sections of this contract.
- B. Remove the slide and slough materials in the area extending approximately 2 meters vertically above the road surface and not more than 1 meter down slope from the roadbed. Dispose of material at designated sites as **SHOWN ON THE DRAWINGS** or identified in **SPECIAL PROJECT SPECIFICATIONS**.

Reshape the slope which generated the slide material as nearly as practical to its original condition by equipment operating from road surface. Reshaping of roadside ditches in slide area shall be in accordance with Section T-831.

- C. When approved by the Government, fill slumps by compacting selected materials into roadway depressions. Compaction is by Method 2.
- D. Place all materials in disposal sites as specified in the **SPECIAL PROJECT SPECIFICATIONS**, or as **SHOWN ON THE DRAWINGS**.
 - 1. Method 1 - Side Casting and End Dumping. Material may be placed by side casting and end dumping. Where materials include large rocks, provide a solid fill by working smaller pieces and fines into voids. Shape the finished surfaces to drain. Require filter barriers on saturated material for sediment control.
 - 2. Method 2 - Layer Placement. Surfaces on which materials are to be placed shall be stepped or roughened prior to placing any material. Materials shall be placed in approximately horizontal layers no more than 300 mm thick. Each layer shall be compacted by operating hauling and spreading equipment over the full width of each layer.
- E. Repair any damage to existing aggregate or pavement surfaces.

832.1 Description

Work consists of loading, hauling, and placing of slide, slough, or excess materials such as rock, soil, vegetation, and other materials to designated disposal sites.

832.2 Maintenance Requirements

- A. Remove, end haul, and dispose of excess materials generated by work under other Sections of this contract.
- B. Remove the slide and slough materials in the area extending approximately 2 meters vertically above the road surface and not more than 1 meter down slope from the roadbed. Dispose of material at designated sites as SHOWN ON THE DRAWINGS or identified in SPECIAL PROJECT SPECIFICATIONS.

Reshape the slope which generated the slide material as nearly as practical to its original condition by equipment operating from road surface. Reshaping of roadside ditches in slide area shall be in accordance with Section T-831.

- C. When approved by the Government, fill slumps by compacting selected materials into roadway depressions. Compaction is by Method 2.
- D. Place all materials in disposal sites as specified in the SPECIAL PROJECT SPECIFICATIONS, or as SHOWN ON THE DRAWINGS.
 - 1. Method 1 - Side Casting and End Dumping. Material may be placed by side casting and end dumping. Where materials include large rocks, provide a solid fill by working smaller pieces and fines into voids. Shape the finished surfaces to drain. Require filter barriers on saturated material for sediment control.
 - 2. Method 2 - Layer Placement. Surfaces on which materials are to be placed shall be stepped or roughened prior to placing any material. Materials shall be placed in approximately horizontal layers no more than 300 mm thick. Each layer shall be compacted by operating hauling and spreading equipment over the full width of each layer.
- E. Repair any damage to existing aggregate or pavement surfaces.

T-834 DRAINAGE STRUCTURE MAINTENANCE (04/02)

834.1 Description

This work consists of cleaning and reconditioning culverts and other drainage structure maintenance.

834.2 Materials

- A. Materials will be Government-furnished when stated in SPECIAL PROJECT SPECIFICATIONS. Materials shall be obtained from sources SHOWN ON THE DRAWINGS or DESIGNATED on the ground.
- B. Materials furnished by the Contractor shall conform to the gradation requirements shown in the SPECIAL PROJECT SPECIFICATIONS and the quality requirements of Section 703 and 705 of the Forest Service Specifications for Construction of Roads and Bridges, 1996.

834.3 General Maintenance Requirements Applicable to All Drainage Structures

- A. Clean drainage structures, inlet structures, culverts, catch basins, and outlet channels specified in the SPECIAL PROJECT 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 3 meters from the catch basin. Clean outlet channels and lead-off ditches a distance of 3 meters. 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 if runoff will reach a live stream.
- D. Cleaning and reconditioning are limited to the first 1 meter 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, complying with subsection 707.15 of Forest Service Standard Specifications for Construction of Roads and Bridges.

834.4 Additional Maintenance Requirements Applicable to Drainage Structures Designated to Pass Fish

- A. Drainage structures on streams identified on the Contract area Map, in the SPECIAL PROJECT SPECIFICATIONS, or THE DRAWINGS as "Class 1", "Class 2", "Fish Stream" are designated to pass fish. Drainage structures signed with a fish symbol are also designated to pass fish.
- B. Restore and maintain conditions of inlets, outlets, pools, and weirs to maintain function of the drainage structure to provide fish passage through normal waterway flows for conditions listed in the SPECIAL PROJECT SPECIFICATIONS.
- C. Outlets of designated fish culverts that are no longer bedded because of scour will be brought up to grade as specified in the SPECIAL PROJECT SPECIFICATIONS. Blend outlet channel with natural streambed as SHOWN ON THE DRAWINGS.

T-835 POST HAUL ROADWAY DRAINAGE STRUCTURE MAINTENANCE (04/02)

835.1 Description

This work consists of providing post haul drainage on designated roads that have been physically closed to traffic.

835.2 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 waterbars, barriers or berms existing prior to the Contractor's operation. Areas where water is ponded by existing centerline profile sags in through cuts may be left untreated.
2. Continuous blade shaping of the roadbed is not required under this specification.
3. Work to be done at staked locations shall be as indicated on the stake and/or stated in SPECIAL PROJECT SPECIFICATIONS:
4. Any of the following methods are acceptable for use at eroded or rutted locations:
 - (a) Method A: Outsloping the roadbed at not less than 40 mm per meter.
 - (b) Method B: Insloping the roadbed at not less than 40 mm per meter of width where there is a ditch present.
 - (c) Method C: Crown the roadbed at not less than 40 mm per meter of width where ditch is present or on fill sections.
5. Water bar all closed roads. Water bar roadbed at locations staked on the ground and construct as SHOWN ON THE DRAWINGS or as included in SPECIAL PROJECT SPECIFICATIONS.
6. Drainage structures located in through fills and natural watercourses shall be fully functional without obstructions, including inlet and outlet channel within 6 meters of the structure.
7. Either clean culverts and other fabricated structures to provide drainage from road ditches and make the ditch functional or provide waterbar(s) across the roadbed. Removed structures shall become Contractor's property to be removed from Government land. Remove and replace any Contractor-installed temporary drainage structures with a water bar.

T-835 POST HAUL ROADWAY DRAINAGE STRUCTURE MAINTENANCE (04/02)
(Continued)

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.

C. Closure Devices

Upon completion of work, replace closure devices to effectively eliminate access by motorized vehicles having four (4) wheels and a width in excess of 1.3 m.

D. Seeding

Seed and fertilize all disturbed areas in accordance with requirements set forth in Section T-841#.

T-838 MAINTENANCE FOR HIGH CLEARANCE VEHICLE USE (04/02)

838.1 Description

This work consists of making limited use roads passable for project use by Contractor and providing drainage from the traveled way and roadbed.

838.2 Maintenance Requirements

A. Traveled Way

Contractor may smooth or fill existing cross ditches and waterbars and by agreement modify existing road junction 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 100 mm above the road surface shall remain within the 3.6 m 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 4.2 m 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 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 3.6 m of width is available for vehicle passage.
2. Contractor may reposition or ramp over slides and slough when the traveled way is less than 3.6 m, providing the material is capable of supporting vehicles. Limit outslope 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 3.6 m width. When directed by Forest Service, 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 3.6 m in the area of the slump.
3. Unless Forest Service agrees to material being placed on slumps, ramp the slumps on both ends into undisturbed roadbed to provide at least 3.6 m 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 (gravel, rock).

D. Post Haul

At the end of hauling or prior to entering into seasonal shutdowns or a period of extended inactivity:

1. Shape the traveled way and disturbed roadbed to provide functional drainage.
2. Reinstall removed cross ditches and waterbars and provide any additional drainage structures necessary to offset changes caused through use and maintenance.
3. Leave roads useable for high clearance vehicles. Remove or reshape Contractor modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of change.

T-839 MAINTENANCE FOR PROJECT USE (04/02)

839.1 Description

Work consists of providing minimum access required for Contractor's Operations and associated Forest Service contract administration and preventing unacceptable resource or road damage.

839.2 Maintenance Requirements

- A. Contractor is authorized to perform the following maintenance to provide vehicle passage and drainage:
1. Removing log, earth, and rock barriers and/or improving existing road junctions to enable vehicle access as mutually agreed.
 2. Smoothing or filling existing cross ditches and waterbars.
 3. Installing Contractor-furnished culverts or other agreed temporary drainage structures for shallow stream crossings.
 4. Removing brush, fallen trees, rocks, and other materials from the traveled way and other locations that interfere with needed maintenance:
 - a. Place all removed materials away from drainages.
 - b. Limb and remove timber which meets utilization standards or deck at agreed locations. 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.

Unless Forest Service agrees to material being placed on slumps, ramp the slumps on both ends into undisturbed roadbed to provide usable width.

- C. During use, the traveled way shall not channel water along the road. Prior to seasonal periods of anticipated rains and runoff, additionally perform the following work:
1. Shape the traveled way and roadbed to drain.
 2. Reinstall removed cross ditches and waterbars 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 nonuse, replace original barrier or provide and maintain standard MUTCD, Type 3, barricades unless alternate type barriers are approved.

839.3 Post Haul Requirements

A. Unless otherwise provided in SPECIAL PROJECT SPECIFICATIONS or the Road Listing, upon completion of project use, perform such work as needed to reasonably conform to the character of the existing road prior to Contractor's maintenance for project use. Work shall be in addition to requirements of 839.02 B and in accordance with 839.03 B and C.

B. Roads designated in K-F.3.1# to be blocked shall conform to at least the minimum requirements of Section T-835. Unless otherwise agreed, remove Contractor-installed temporary structures from National Forest land. Associated commercially-obtained materials shall remain the property of the Contractor.

The Forest Service shall provide the Contractor a schedule of Forest Service owned structures to be removed. Bridges, metal pipe or other structures to be removed, shall be dismantled without damage. Steel members shall be match marked and a drawing prepared showing match marking with the structural location of each member. The removed structures, along with the commercially obtained materials, shall be stockpiled as directed by the Forest Service. All materials shall remain the property of the Forest Service.

C. Remove or reshape Contractor changes at road junctions, as agreed at the time of change.

T-841# VEGETATION ESTABLISHMENT (07/06)

841.1 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.

841.2 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.

Type	Lbs./Acre
10-20-10 (10% Nitrogen, 20% Phosphorus, 10% Potassium)	200
46-0-0 Nitrogen Urea	100

Furnish fertilizer in sealed containers with the composition, weight, and guaranteed analysis of contents clearly marked. Apply at the rate of kilograms per hectare.

- 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	Pounds/Acre	% Mixture	% Pure Live
Arctared fescue	5	20	100
Boreal red fescue	10	40	100
Annual Ryegrass	10	40	100

3. Use hand-operated seeding devices, or other devices approved by the Government, to apply seed.
4. Meet the direction of Executive Order 13112 to prevent and control the introduction and spread of invasive species. The Federal Highway Administration developed some

T-841# VEGETATION ESTABLISHMENT (07/06) (Continued)

5. guidance for implementing the executive order, and recently published two handbooks: Roadside Use of Native Plants, and Roadsides and Invasive Species.

Furnish seed separately or in mixture in standard containers with (1) see name; (2) lot number; (3) net weight; (4) percentage 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 Government 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.

- C. Mulch: Apply mulch materials as follows:

<u>Mulch Type</u>	<u>Application Rate</u>
N/A	

- D. Plant Stock: Furnish the following listed plant materials:

Stock: N/A	Size:	Bare Root:	Containerized:

841.3 Schedules and Applications

A. Schedule

1. To control erosion, apply seed to disturbed soil and slopes within 30 days of disturbance. If the road has not been completed and accepted apply seed by the dry method as an interim erosion control measure. Complete seeding as soon as other ground-disturbing work is accepted, unless a specific seeding season is listed below.

Seeding season: **April 15** to **September 15**

T-841# VEGETATION ESTABLISHMENT (07/06) (Continued)

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 SPECIAL PROJECT 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 SPECIAL PROJECT 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 100 mm unless bedrock is encountered at a lesser depth. The maximum distance between furrows formed by scarification is 300 mm.
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 spacing.
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.

T-841# VEGETATION ESTABLISHMENT (07/06) (Continued)

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 12 mm 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.

841.4 Government Provided Materials

The Government will provide the following listed materials. At least ten (10) calendar days notice must be given to the government prior to actual date material will be picked up.

Materials will be provided at: **N/A**

T-842 CUTTING ROADWAY VEGETATION (04/02)

842.1 Description

This work consists of cutting all vegetative growth, including trees and other vegetation less than 100 mm in diameter measured 150 mm above the ground, on roadway surfaces and roadsides.

842.2 Maintenance Requirements

A. General

1. Cut brush, trees, and other vegetation within each area treated to a maximum height of 150 mm above the ground surface or obstruction such as rocks or existing stumps. When work is performed under this Section, remove all limbs that extend into the treated area, or over the roadbed, to a height of 4 m above the traveled way surface elevation.
2. Items to remain will be marked 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.
3. Correct damage to trunks of standing trees caused by Contractor's operation either by treatment with a commercial nursery sealer or by removing the tree as directed by the Government.
5. Limb trees within the cutting limits which are over 100 mm (measured at 150 mm above the ground) in lieu of cutting.
6. When trees are limbed, cut limbs within 100 mm 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 SPECIAL PROJECT SPECIFICATIONS or marked 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 in the field or defined in SPECIAL PROJECT SPECIFICATIONS.

T-842 CUTTING ROADWAY VEGETATION (04/02) (Continued)

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 fifteen (15) nor more than twenty-two (22) meters.
- 5.

C. Limbs

1. Trees in excess of 100 mm diameter, when measured 150 mm above the ground and standing within the treated area, shall be completely limbed to an elevation of 4.2 m above the road surface.
2. Limbs originating less than 1.5 m feet outside but extending into the treated area within 4.2 m in elevation of the road surface shall be cut to within 3.6 m of the trunk and produce a reasonably smooth face.

D. Debris

1. Materials resulting from the cutting operation in excess of 300 mm in length or seventy-five (75) mm 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 seventy-five (75) mm in any dimension from the traveled way and shoulders.
3. Materials may be scattered downslope from the roadbed, outside of the work area and drainages.

Do not leave woody debris and slash in excess of 300 mm in length or 75 mm in diameter, or concentrations that may plug ditches or culverts, in ditches or drainage channels, or on backslopes, traveled way, shoulders, or turnouts.

- D. Danger trees within reach of roads must be felled before regular operations on the roads begin. Danger trees leaning away from roads may be left if no hazard exists from the tree

T-842 CUTTING ROADWAY VEGETATION (04/02) (Continued)

- E. falling, rolling, or sliding into the road. Danger trees that are unsafe to cut must be blown down with explosives, or felled by other safe methods.
- F. Comply with all State of Alaska requirements for removal of danger trees.

T-851 LOGGING OUT (04/02)

851.1 Description

This work consists of removal of fallen trees and snags which encroach into the roadway.

Danger trees are defined by the State of Alaska as follows:

"Danger Tree" means a standing live or dead tree, including snags, with deterioration, or physical damage, to the root system or stem. The degree and direction of lean is also an important factor when determining if a tree is dangerous.

Insure that landowners are informed and any required permission is obtained before removing trees from private lands.

851.2 Maintenance Requirements

- A. Limb and remove timber which meets Utilization Standards, or deck at agreed locations.
- B. Limb and deck other materials outside ditches and drainages, away from the traveled way and turnouts or at locations staked on the ground. The clearing width is shown in K-F.3.1# for all roads.
- C. When agreed to, blowdown timber outside Contract area that meets the Utilization Standards in A(T)2, is Included Timber subject to requirements of B(T)2.2.
- D. Do not leave woody debris and slash in excess of 300 mm in length or 75 mm in diameter, or concentrations that may plug ditches or culverts, in ditches or drainage channels, or on backslopes, traveled way, shoulders, or turnouts.
- E. Danger trees within reach of roads must be felled before regular operations on the roads begin. Danger trees leaning away from roads may be left if no hazard exists from the tree falling, rolling, or sliding into the road. Danger trees that are unsafe to cut must be blown down with explosives, or felled by other safe methods.
- F. Comply with all State of Alaska requirements for removal of danger trees.

T-858 BRIDGE WEARING SURFACE MAINTENANCE (04/02)

858.1 Description

The work shall consist of removal and disposal of worn wearing surface planks and installation of new wearing surface planks on prefabricated bridge structures. It shall include furnishing and installing or installing only, all hardware and lumber SHOWN ON THE DRAWINGS.

858.2 Materials

Materials shall meet the requirements of the following Subsections.

Lumber.....	716.01
Galvanized Fasteners	716.01

The Contractor shall furnish the following compliance certificates to the Engineer upon delivery of the materials to the job site:

1. Verification of compliance with grading rules and species of lumber. Certification shall be by an agency accepted as competent by the American Lumber Standards Committee.
2. Such other certifications as SHOWN ON THE DRAWINGS or called for in the SPECIAL PROJECT SPECIFICATIONS.

858.3 Maintenance Requirements

A. Performance-

The contractor shall perform the work described in Subsection 634.01 and as SHOWN ON THE DRAWINGS. All DESIGNATED salvageable material shall be removed without unnecessary damage, in sections or pieces that may readily be transported, and shall be stored at locations SHOWN ON THE DRAWINGS. All material not DESIGNATED for salvage shall be removed from the project and National Forestland or to a location DESIGNATED by the Engineer.

B. Removal of Wearing Surfaces

Existing bridge structure wearing surfaces shall be removed from deck panels, avoiding damage to bridge deck panels. Deck panels damaged during the wearing surface removal shall be repaired and field treated with copper naphthenate in an oil or mineral spirits carrier. Special caution shall be exercised to prevent accidental spilling of copper naphthenate.

C. Cleaning of Deck Panels

After bridge wearing surfaces have been removed, the entire panel surface shall be cleaned of all dirt, gravel and other material in preparation of installation of new wearing surfaces. Special caution shall be exercised during cleaning to avoid material from entering the stream. Material removed during the deck-cleaning operation shall be disposed of at a location DESIGNATED by the Engineer.

T-858 BRIDGE WEARING SURFACE MAINTENANCE (04/02) (Continued)

D. Installation of Surfaces

1. Wearing surfaces consisting of rough sawn untreated lumber shall be installed on bridge deck panels as Wear Surfaces SHOWN ON THE DRAWINGS. The wearing surface shall extend full length and full width curb to curb. The wearing surface planks shall be 75 mm in nominal thickness and 300 mm in nominal width.
2. Wearing surface planks and bridge deck panels shall be pre-drilled for hardware attachment, including countersinking. Drilling of planks and panels shall be completed in one operation, when the planks are in their final position. The drilled pilot hole shall be 2 mm diameter smaller than the spikes used to fasten the wearing surface planks to deck panels and no deeper than the length of the fastener plus countersinking depth. All drilled holes shall be field treated with copper naphthenate in an oil or mineral spirits carrier.
3. Galvanized ring shank or double spiral spikes shall be used to fasten wearing surface planks to the deck panels. The minimum diameter fastener shall be a 10 mm diameter spike with a length of 150 mm. The spiking pattern shall consist of 2 evenly spaced spikes placed 150 mm in from the ends of planks and 50 mm in from the sides of planks, staggered at 1 meter intervals on both sides of the entire length of the planks. All plank attachment hardware shall be countersunk a minimum 15 mm and a maximum of 25 mm below the top for the wearing surface plank.
4. The wearing planks shall be oriented parallel to the longitudinal axis of the roadway, and the longitudinal joints of the wearing surface shall be symmetrically offset from those of the underlying treated deck if constructed of timbers. At least one plank shall be installed to cover the center joint and spiked on one side only to prevent splitting (Modular structures only).
5. Individual plank lengths and butt joints between successive planks shall be staggered. Plank ends shall be beveled 35 mm on the top of the terminal ends of the wearing surface planks.