

|  |                                       |                           |                                       |
|--|---------------------------------------|---------------------------|---------------------------------------|
| U.S. DEPARTMENT OF AGRICULTURE<br>FOREST SERVICE<br><br><b>INTEGRATED RESOURCE TIMBER CONTRACT</b><br>(Applicable to Contracts with Measurement after Harvest) |                                       | <b>Name of Contractor</b> |                                       |
| <b>National Forest</b><br>Nez Perce-Clearwater   | <b>Ranger District</b><br>Moose Creek | <b>Region</b><br>Northern | <b>Contract Number</b>                |
| <b>Contract Name</b><br>Clear Corral STWD-IRTC   |                                       | <b>Award Date</b>         | <b>Termination Date</b><br>10/15/2030 |

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 1/ \_\_\_\_\_ 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/**

**Contract Name:** Clear Corral STWD-IRTC

**Contract No:**

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**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 Limited Liability Company, state a "Limited Liability Company 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.

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A4 - Timber Payment Rates, applicable to B3.1 and B4.0

A4a - Escalated Rates, applicable for Species and Products to be Paid for at Rates Escalated under B3.2

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

A4b - Flat Rates, applicable for Species and Products to be Paid for at Flat Rates

| Species                                  | Product    | Unit of Measure | Rates per Unit of Measure |               |                |               |                                     |
|--|------------|-----------------|---------------------------|---------------|----------------|---------------|-------------------------------------|
|  |            |                 | Base \$                   | Advertised \$ | Bid Premium \$ | Bid (Flat) \$ | Required Deposits Slash Disposal \$ |
| Grand Fir-Other                          | Sawtimber  | Ton             | 0.00                      | 16.92         |                |               | 1.84                                |
| Combined Softwood                        | Non-Saw    | Ton             | 0.00                      | .09           |                |               | 0.00                                |
| Western Red Cedar                        | Misc-Conv. | Ton             | 0.00                      | 2.12          |                |               | 0.00                                |
|  |            |                 |                           |               |                |               |                                     |
| Timber Subject to Agreement under C2.11# |            |                 |                           |               |                |               |                                     |
| Not Applicable                           |            |                 |                           |               |                |               |                                     |

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A4 include payment of deposits for contract area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

A4c - Stewardship Rates and Credits, applicable to B3.1, B4.5 and C6.9#

| Mandatory Stewardship Projects |                             |                  |          |                  |                  |
|--------------------------------|-----------------------------|------------------|----------|------------------|------------------|
| Project Number                 | Project Description         | Unit of Measure  | Quantity | Bid Rate \$      | Total Credits    |
| A1                             | Invasive Plant Control      | Miles            | 18.68    |                  |                  |
| C                              | Fuels Treatment             | //////////////// | .00      | //////////////// | //////////////// |
| C1                             | Landing Cleanup             | Acres            | 18.60    |                  |                  |
| C2                             | Machine Piling              | Acres            | 34.40    |                  |                  |
| C3                             | Machine Fireline/Fuel Break | Chains           | 22.00    |                  |                  |
| C4                             | Hand Fireline/Fuel Break    | Chains           | 157.00   |                  |                  |
| C5                             | Slashing                    | Acres            | 30.90    |                  |                  |
| D                              | Road 1106 Surfacing         | //////////////// | .00      | //////////////// | //////////////// |
| 15101                          | Mobilization                | Lump Sum         | 1.00     |                  |                  |
| 30115                          | Aggregate Surface Course    | Cubic Yards      | 5,840.00 |                  |                  |
| 30315                          | Roadway Reconditioning      | Miles            | .62      |                  |                  |

| Optional Stewardship Projects |                |                                   |                  |          |                  |                  |
|-------------------------------|----------------|-----------------------------------|------------------|----------|------------------|------------------|
| Priority                      | Project Number | Project Description               | Unit of Measure  | Quantity | Bid Rate \$      | Total Credits    |
| 1                             | E              | Equipment Mobilization and Rental | //////////////// | .00      | //////////////// | //////////////// |
| 1                             | E1             | Hydraulic Excavator Rental        | Hours            | 1.00     |                  |                  |
| 1                             | E2             | Mobilization Excavator Rental     | Hours            | 1.00     |                  |                  |
| 1                             | E3             | Dump Truck Rental                 | Hours            | 1.00     |                  |                  |
| 1                             | E4             | Grader Rental                     | Hours            | 1.00     |                  |                  |

The following definitions are established for the terms used in A4:

**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 B3.31, B3.32, or B3.33.

**Advertised Rates** are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in A7, 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 B3.31, B3.32, and B3.33.

**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 A4a is the Tentative Rate that is subject to quarterly adjustment under B3.2; for species and products in A4b, 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 C5.32#; and contract scaling deposits, if any, are given in C6.816#.

**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 B3.2.

A5 - Indices Used in Quarterly Adjustment, applicable to B3.2

| Species        | Index Name and Date |
|----------------|---------------------|
| Not Applicable |                     |

A6 - High Stumps, applicable to B6.412

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

**A7 - Specified Roads**, applicable to B5.2

Name and Date of Governing Road Specifications: FP-14 Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, as amended and supplemented (English)

| Project  |  | Design Class         | Appro. Length (mi./km.) | Sheet Numbers and Approval Date | Performance Responsibility |        |                         |
|----------|--|----------------------|-------------------------|---------------------------------|----------------------------|--------|-------------------------|
| Road No. | Name   |                      |                         |                                 | Survey                     | Design | Construction Staking 1/ |
| 1106     | SEARS CREEK (R) (segment 9.8 to 14.78)             | Single Lane - 10 mph | 4.98 / 8.01             | 5 05/21/2025                    | FS                         | FS     | FS BC                   |
| 1106E    | GOLDEN EAGLE (R) (segment 0 to .61)                | Single Lane - 10 mph | .61 / .98               | 6 05/21/2025                    | FS                         | FS     | FS BC                   |
| 1106F    | POLE CORRAL (R) (segment 0 to .61)                 | Single Lane - 10 mph | .61 / .98               | 7 05/21/2025                    | FS                         | FS     | FS BC                   |
| 1106F1   | HIGH WEST FORK (R) (segment 0 to .74)              | Single Lane - 10 mph | .74 / 1.19              | 8 05/21/2025                    | FS                         | FS     | FS BC                   |
| 1106H    | STINKING WATER (R) (segment 0 to 1.14)             | Single Lane - 10 mph | 1.14 / 1.83             | 9 05/21/2025                    | FS                         | FS     | FS BC                   |
| 1106I    | HAPPY HOODOO (R) (segment 0 to .28)                | Single Lane - 10 mph | .28 / .45               | 10 05/21/2025                   | FS                         | FS     | FS BC                   |
| 1160     | RABBIT CR (R) (segment 0 to 1.69)                  | Single Lane - 10 mph | 1.69 / 2.72             | 1 05/21/2025                    | FS                         | FS     | FS BC                   |
| 1160D    | PACK MULE (R) (segment 0 to 1.55)                  | Single Lane - 10 mph | 1.55 / 2.49             | 11 05/21/2025                   | FS                         | FS     | FS BC                   |
| 650      | WEST FORK CLEAR CREEK (R) (segment 15.42 to 13.62) | Single Lane - 15 mph | 1.8 / 2.9               | 2 05/21/2025                    | FS                         | FS     | FS BC                   |
| 650F     | NESTING FALCON (R) (segment 0 to .55)              | Single Lane - 10 mph | .55 / .89               | 3 05/21/2025                    | FS                         | FS     | FS BC                   |
| 650G     | SOARING FALCON (R) (segment 0 to 1.09)             | Single Lane - 10 mph | 1.09 / 1.75             | 4 05/21/2025                    | FS                         | FS     | FS BC                   |
| 9441     | WALL CREEK (R) (segment 0 to .46)                  | Single Lane - 10 mph | .46 / .74               | 12 05/21/2025                   | FS                         | FS     | FS BC                   |
| 9441A    | BALD EAGLE (R) (segment 0 to 1.16)                 | Single Lane - 10 mph | 1.16 / 1.87             | 13 05/21/2025                   | FS                         | FS     | FS BC                   |
| 9441A1   | RED HAWK (R) (segment 0 to .26)                    | Single Lane - 10 mph | .26 / .42               | 14 05/21/2025                   | FS                         | FS     | FS BC                   |
| 9441A2   | STAGE PIT (R) (segment 0 to .32)                   | Single Lane - 10 mph | .32 / .51               | 15 05/21/2025                   | FS                         | FS     | FS BC                   |
| 9442     | VOODOO BILL (R) (segment 0 to 1.44)                | Single Lane - 10 mph | 1.44 / 2.32             | 16 05/21/2025                   | FS                         | FS     | FS BC                   |

1/ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to B5.212.

**A8 - Forest Service Engineering Completion Schedule**, applicable to B5.21

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

**A9 - Scaling Instructions and Specifications**, applicable to B6.8

Name and Date of Governing Instructions: FSH2409.11a, National Forest Cubic Log Scaling Handbook, as amended and supplemented. Governing instructions for products contained in C(T) Provisions follow: C6.801, C6.804, C6.822, C6.823, C6.840 and C6.848.

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

**A10 - Scaling Services**, applicable to B6.81

| Species | Product | Unit of Measure | Site and Geographic Location                                | Method                    | Standard Estimated Cost per Unit \$ |
|---------|---------|-----------------|---|---------------------------|-------------------------------------|
| All     | All     | Ton             | Forest Service approved locations of State Certified Scales | Total (100%) Weight Scale | .00                                 |
|         |         |                 |   |                           |                                     |

**A11 - Minimum Scaling Volumes**, applicable to B6.81

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

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

**A12 - Fire Precautionary Period**, applicable to B7.2

May 10 to October 20, inclusive

**A13 - Contractor's Responsibility to Furnish Crews and Equipment for:**

**Initial Fire Suppression**, applicable to B7.3

Within 10 road miles

**Fire Suppression Reinforcement**, applicable to B7.312 and B7.313

Within 50 road miles

**A14 - Contractor's Obligation per Operations Fire**, applicable to B7.41

Maximum Amount: \$ \$20,600.00

**A15 - Termination Date**, applicable to B8.2

October 15, 2030

**A16 - Normal Operating Season**, applicable to B6.31, B6.66, B8.21 and B9.3



**First Period:** June 15 to October 15 , inclusive  
**Second Period:** to , inclusive

**A17 - Performance Bond Amount,** applicable to B9.1  
**Performance Bond Amount:**

**A18 - Downpayment,** applicable to B4.211  
**Downpayment Amount:** Not Applicable

**A19 - Periodic Payment Amount,** applicable to B4.213

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

**A20 - Market-Related Contract Term Addition Producer Price Index,** applicable to B8.212  
**Index Name:** Softwood Lumber **Index Number:** 0811

**A21 - Inapplicable Provisions**

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

|        |  |
|--------|--|
| B3.34  | EMERGENCY RATE REDETERMINATION                     |
| B4.211 | DOWNPAYMENT  |
| B4.213 | PERIODIC PAYMENT SCHEDULE                          |
| B4.215 | DEPOSITS WHEN PAYMENT GUARANTEED                   |
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| B6.341 | PREVENTION OF OIL SPILLS                           |
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| B8.64  | DEBARMENT AND SUSPENSION CERTIFICATION             |
| B9.1   | PERFORMANCE BOND                                   |
| B9.11  | BOND REDUCTION                                     |

**A22 - List of Special Provisions in Division C**

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.)

SEE A22 ATTACHMENT

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

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**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**Forest Service**

**INTEGRATED RESOURCE TIMBER CONTRACT**

(Sale of Property Contract, 36 CFR 223.301)

**DIVISION B**

October 2019

*(Date of Issue)*

**PROVISIONS FOR MEASUREMENT OF PRODUCTS AFTER HARVEST**

This contract is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part B1.0, Section B1.1, Subsection B1.11, and Item B1.111. References to a Part include all Sections, Subsections, and Items within that Part; references to a Section include all Subsections and Items within that Section; and references to a Subsection include all Items within that Subsection. Cross-references within this contract cite the reference number of the applicable Part, Section, Subsection, and Item. Descriptive headings used are not to be considered in determining the rights and obligations of the parties.

The Standard Provisions in this Division are subject to Specific Conditions Division A. Wherever appropriate, Specific Conditions established in Division A are cited by reference number. The listing of Sections, Subsections, or Items of this Division in A21 has the effect of striking or deleting them from Division B. A22 lists Special Provisions that comprise Division C. Where appropriate, references to Special Provisions are made by citing the applicable reference numbers.

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## **B1.0—CONTRACT AREA**

**B1.1 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 A1. 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 B6.36. Catastrophically Damaged areas may be removed from Contract Area under B8.32.

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

- (a) Identified claims limiting Contractor’s rights under B1.2;
- (b) Subdivisions defined in B2.3 where timber is to be Marked after date of contract advertisement;
- (c) Boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units under B2.3;
- (d) Diameter limits for Overstory Removal Units and Understory Removal Units under B2.33 and B2.34;
- (e) Areas where leave trees are Marked to be left uncut under B2.35;
- (f) Specified Roads listed in A7;
- (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 B5.12;
- (i) Roads and trails to be kept open under B6.22;
- (j) Improvements to be protected under B6.22;
- (k) Locations of known wildlife or plant habitat and cave resources to be protected under B6.24;
- (l) Locations of areas known to be infested with specific invasive species of concern under B6.35;
- (m) Maximum stump heights when more than one height is listed by areas in A6 under B6.412;
- (n) Skidding or yarding methods specified under B6.42;
- (o) Streamcourses to be protected under B6.5;
- (p) Locations of meadows requiring protection under B6.61;
- (q) Locations of wetlands requiring protection under B6.62;
- (r) Locations of temporary roads to be kept open under B6.631; and
- (s) Other features required by Division B or C.

**B1.2 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.

## **B2.0—TIMBER SPECIFICATIONS**

**B2.1 Included Timber.** “Included Timber” consists of:

**B2.11 Standard Timber.** Live and dead trees and portions thereof that meet Utilization Standards under B2.2 and are designated for cutting under B2.3.

**B2.12 Substandard Timber.** Live and dead trees that:

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

### **B2.13 Damaged Timber.**

**B2.131 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.

**B2.132 Negligent or Willful Damage.** Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Contracting Officer.

**B2.133 Damage by Catastrophe.** As provided under B8.32, 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 A2 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.

**B2.134 Minor Damage by Natural Causes.** Undesignated trees within Contract Area and meeting Utilization Standards, in amounts less than specified in B2.133, that become insect infested, wind-thrown, suffer serious damage, or die, as designated by agreement.

**B2.14 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 B2.3 but that are cut through mistake by Contractor, when included by Contracting Officer.

**B2.15 Construction Timber.** Trees to be used for construction under B5.1.

**B2.16 Other Material.** Species or products not listed in A2, upon written approval of Contracting Officer under B3.41.

**B2.2 Utilization and Removal of Included Timber.** "Utilization Standards" for trees and minimum pieces are stated in A2. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in A2 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 A2 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.

**B2.3 Timber Designations.** Timber designated for cutting shall be confined to Contract Area, except as provided in B2.131, B2.14, B2.15, B2.32, and B5.1. Contract Area Map indicates subdivisions, if any, where Marking under B2.35 is to be done after contract advertisement, except for construction clearing under B2.32, minor changes under B2.37, 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 A3.

**B2.31 Clearcutting Units.** All trees that meet Utilization Standards within "Clearcutting Units" are designated for cutting.

**B2.32 Construction Clearing.** All timber is designated for cutting that is within the clearing limits of roads constructed hereunder or is in other authorized clearings. All dead or unstable live trees are designated for cutting that are sufficiently tall to reach 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 B5.2.

**B2.33 Overstory Removal Units.** All trees within "Overstory Removal Units" are designated for cutting when they meet Utilization Standards and equal or exceed the diameter limits shown on Contract Area Map.

**B2.34 Understory Removal Units.** All trees within "Understory Removal Units" are designated for cutting when they meet Utilization Standards and are smaller than the diameter limits shown on Contract Area Map.

**B2.35 Individual Trees.** All trees to be cut, other than in the units described in B2.31, B2.32, B2.33, and B2.34, 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.

**B2.36 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 C2.36. 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.

**B2.37 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.

**B2.4 Volume Estimate.** The estimated volumes of timber by species designated for cutting under B2.3 and expected to be cut under Utilization Standards are listed in A2. 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 A2. However, the estimated volumes stated in A2 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 B8.32.

**B2.41 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 A2, 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 A2. Any such additional designation shall be consistent with land and resource management plans.

**B2.42 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 A2, 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 A2. 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 B1.1 and B2.3.

If the timber designated for cutting is not reduced by such adjustments to less than 120 percent of the total estimated quantity listed in A2, Contractor, after cutting 120 percent of the total estimated volume listed in A2, 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.

### **B3.0—RATES OF PAYMENT**

**B3.1 Current Contract Rates.** Included Timber that is removed by Contractor and presented for Scaling in the product form stated in A2 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 B3.2. Flat Rates and Tentative Rates shall be those listed in A4, unless superseded by rates redetermined under B3.3 or established for Contract Term Extension. In addition, Required Deposits shall be made as listed in A4, C5.32#, and C6.816#, or established under B3.3 or B8.23.

In the event Termination Date is adjusted under B8.21 or B8.212, Current Contract Rates shall be continued in the same manner as immediately prior to the adjustment period.

Notwithstanding B8.23, 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.

**B3.2 Escalation Procedure.** Tentative Rates for those species and products listed in A4a are subject to quarterly escalation in accordance with the following procedures: The calendar quarter index average for each price index described in A5 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 A4a 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 B8.23 for the extension period.

**B3.21 Unavailable Index.** If an index described in A5 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 A5 for a 12-month period prior to its becoming unavailable using the quarterly adjustment procedure outlined in B3.2. 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.

**B3.3 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 B3.31, B3.32, and B3.33.

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

Redetermined rates shall not be less than Base Rates listed in A4, except for reduction under B3.31,

B3.32, or B3.33. Required Deposits shall be redetermined. Redetermined Specified Road construction cost is subject to the limitations of B5.26.

**B3.31 Rate Redetermination for Environmental Modification.** In the event of a contract modification under B8.33 or partial termination under B8.34, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber remaining immediately prior to the revision and the appraised unit value of Included Timber to be cut under the modification. The appraisal shall consider the estimated cost of any construction work listed in the Schedule of Items that was performed and abandoned.

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

Redetermined rates, or differences for rates subject to B3.2, and Required Deposits shall be considered established under B3.1 for timber Scaled subsequent to the contract revision.

**B3.32 Rate Redetermination after Catastrophic Damage.** In event of Catastrophic Damage and adjustment, if any, of Included Timber, Contracting Officer shall make an appraisal to determine for each species the catastrophe-caused difference between the appraised unit value of Included Timber remaining immediately prior to the catastrophe and the appraised unit value of existing and potential Included Timber immediately after the catastrophe. Included Timber is any that would not be eliminated under B8.32. Potential Included Timber is any that would be added under B8.32.

Tentative Rates and Flat Rates in effect at the time of catastrophe shall be adjusted by said differences to become the redetermined rates for the purpose of a contract modification under B8.32. Accordingly, Base Rates shall be adjusted to correspond to the redetermined rates if redetermined rates are less than the original Base Rates, subject to new Base Rate limitations of 25 cents per hundred cubic feet or equivalent. However, existing Base Indices shall not be changed under this Subsection.

Upon agreement under B8.32, redetermined rates and Required Deposits shall be considered established under B3.1 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.

**B3.33 Rate Redetermination for Market Change.** In the event of delay or interruption, exceeding 90 days, under B8.33, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the delay or interruption and the appraised unit value of Included Timber immediately after the delay or interruption. The appraisal shall be done after any rate redetermination done pursuant to B3.31, using remaining volumes.

Tentative Rates and Flat Rates in effect at the time of delay or interruption or established pursuant to B3.31 will be reduced, if appraised rates declined during the delay or interruption, to become Current Contract Rates. Increases in rates will not be considered. Accordingly, Base Rates shall be adjusted to correspond to the redetermined rates if redetermined rates are less than the original Base Rates, subject to a new Base Rate limitation of the cost of essential reforestation or 25 cents per hundred cubic feet or equivalent, whichever is larger. However, existing Base Indices shall not be changed under this Subsection.

Redetermined rates shall be considered established under B3.1 for timber Scaled subsequent to the delay or interruption.

**B3.34 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 A20 has declined by 25 percent. Rates shall be redetermined under B3.3 and shall be considered established under B3.1 for timber Scaled subsequent to Contractor's application. This Subsection shall not apply during Contract Term Extension.

#### **B3.4 Other Payment Rates.**

**B3.41 Material Not in A2.** Incidental amounts of products or portions of trees of species listed in A2 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 A2 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 A2 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.

**B3.42 Timber Cut Through Mistake.** Undesignated timber meeting Utilization Standards, cut by

Contractor through mistake and included by Contracting Officer under B2.14, shall be removed and paid for at Current Contract Rates and Required Deposits, unless such material is not listed in A2. In such event, Contracting Officer, in accord with standard Forest Service methods, shall establish rates to be paid.

**B3.43 Designated Timber Cut But Not Removed.** Standard timber shall be removed, as provided in B2.2, prior to acceptance of subdivision for completion of logging and stewardship project operations under B6.36. There shall be no charge when:

(a) The leaving of incidental material is justified under existing conditions, including those under B6.4 or

(b) Cut timber is left by option or requirement, as under B2.31, B2.32, and B6.4.

**B3.44 Undesignated Timber Damaged Without Negligence.** Undesignated timber meeting Utilization Standards, damaged without negligence by Contractor and designated by Forest Service under B2.131, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits.

**B3.45 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 B2.132, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits that are in addition to liquidated damages under B3.46.

If such timber is of a species or size not listed in A2 or is of a quality different from designated timber, Contracting Officer shall establish payment rates in accord with standard Forest Service methods.

**B3.46 Liquidated Damages.** Unnecessary damage to or negligent or willful cutting of undesignated timber, as described in B3.45, 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.

**B3.47 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.

## **B4.0—PAYMENTS**

**B4.1 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.

**B4.2 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 B4.218;

(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 B3.2 shall be made initially on the basis stated in B4.214 and shall be adjusted at the end of each calendar quarter, as provided in B3.2.

**B4.21 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.

**B4.211 Downpayment.** The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, 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.

**B4.212 Advance Deposits.** Contractor agrees to make cash deposits in advance of cutting to meet charges under B4.2.

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 B4.211, B4.213, B4.215, and/or B4.217. Except for amounts required pursuant to B4.211, B4.213, and B4.217, 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.

#### **B4.213 Periodic Payment Schedule.**

Contractor shall make periodic payments for stumpage value, as shown in A19.

In the event Contractor has not paid the amount(s) stated in A19 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 B4.212.

Except for Contract Term Extensions under B8.23, periodic payment determination date(s) that have not been reached shall be adjusted one day for each additional day of contract time granted.

**B4.214 Deposits for Charges Subject to Escalation.** Deposits requested to cover estimated charges for timber subject to escalation under B3.2 shall be based upon Current Contract Rates and related deposits in effect during the previous calendar quarter.

**B4.215 Deposits When Payment Guaranteed.** To the extent payment guarantee is provided under B4.3, requirements for advance cash deposits under B4.212 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 B4.4.

**B4.216 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.

**B4.217 Extension Deposits.** In the event of Contract Term Extension, Forest Service shall divide the difference between Current Contract Value as of the start of any Contract Term Extension and the credit balance of any deposit made pursuant to B4.213 by the number of whole months remaining in Normal Operating Season(s) within the extension period to determine the amount of each "Extension Deposit."

Contractor shall make the initial Extension Deposit prior to Forest Service executing the contract modification. In response to Forest Service billing under B4.21, 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).

**B4.218 Cooperative Deposits.** On a basis of cooperation or assistance (16 USC 572) and by a written agreement, Forest Service shall perform all or portions of the work that 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.

**B4.22 Temporary Reduction of Downpayment.** When, under B8.33, 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 A18, 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 A18 within 15 days after the date the bill for collection is issued, subject to the provisions of B4.4. Contractor shall not resume contract operations until the downpayment amount is fully restored.

**B4.23 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 B4.211, B4.213, B4.217, or B4.218. 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 B4.212 before additional timber may be cut.

**B4.24 Refund after Scaling Completed.** Any cash deposit, in excess of that required to meet charges under B4.2, shall be refunded or transferred within 15 days of Contractor's request after Scaling is completed, except for amounts estimated to be required under B9.5.

**B4.3 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 B9.1.

**B4.31 Blanket Bond.** If Contractor furnishes an acceptable bond, or deposits securities, in accordance with B4.3, 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.

**B4.32 Letters of Credit for Payment Bond.** Notwithstanding the provisions of B4.3, Contractor may use letters of credit in lieu of a surety bond for payment bond purposes when approved by Contracting Officer.

**B4.4 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 B4.218;
- (iii) Damages pursuant to B9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to B4.22;
- (vi) Periodic payments pursuant to B4.213;
- (vii) Extension Deposits pursuant to B4.217;
- and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date allowed in the bill for collection for receipt of payment shall be considered a breach under B9.3. 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 shall 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.

**B4.5 Stewardship Credits.** "Stewardship Credits" are credits that are earned and established when work described in C6.9# has been performed and accepted. Stewardship Credits shall be earned at the rate as shown in A4c. 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.

**B4.51 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.

**B4.52 Excess Stewardship Credits.** In the event there are unused established Stewardship Credits when all 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.

**B4.53 Excess Timber Value.** In the event the value of all Included Timber exceeds the total value of all mandatory projects shown in A4c, plus the optional projects shown in A4c that Contractor has been authorized to perform:

(a) Contracting Officer may authorize additional optional projects shown in A4c if the excess timber value exceeds 10 percent of the total timber value, or

(b) Contracting Officer may authorize additional optional projects shown in A4c 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 A4c authorized by the Contracting Officer to be performed.

**B4.54 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.

**B4.55 Refund of Unused Stewardship Credits.** When, under B8.33, Contracting Officer requests Contractor to delay or interrupt Contractor's operations for more than 60 days, unused Stewardship Credits may be refunded upon the request written 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.

## **B5.0—TRANSPORTATION FACILITIES**

**B5.1 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 B5.2. Unless otherwise provided herein, construction may be progressive during this contract. Maintenance shall be governed by B5.3. 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.

**B5.11 Requirements of Rights-of-Way.** Contractor's road construction and use of rights-of-way identified in attached list or C5.111# 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.

**B5.12 Use of Roads by Contractor.** Except as provided herein, Contractor is authorized to use existing National Forest system roads and Specified Roads listed in A7, 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 A7, 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 A7 as an alternate facility under B5.26.

C5.12# 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.

**B5.2 Specified Roads.** "Specified Roads" are roads, including related transportation facilities and appurtenances, shown on Contract Area Map and listed in

A7. 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 A7 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 B5.212, B5.25, B5.26, or C5.215#, A7 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 B5.25.

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

**B5.21 Engineering.** Forest Service completed survey and design for Specified Roads prior to contract advertisement, unless otherwise shown in A8 or Contractor survey and design are specified in A7. 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 A8. 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) A7 to show Contractor's performance responsibility.

(b) The Schedule of Items to include costs of survey and design, as provided under B5.24, and adjust Integrated Resource Account, as provided in B5.25. 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.

**B5.211 Contract Plans.** "Plans" are documents that show location, details, and dimensions of the work to be performed. On any of the contract Plans where a portion of the work is drawn out and the remainder is shown in outline, the parts drawn out shall apply to all other like portions of the work.

"Shop Drawings" include drawings, diagrams, layouts, schematics, descriptive literature, illustrations, lists or tables, performance and test data, and similar materials furnished by 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 A7 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 B5.253.

**B5.212 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 B4.218.

When A7 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) A7 to show Contractor's performance responsibility.

(b) The Schedule of Items to include costs of construction staking, as provided under B5.24, and adjust Integrated Resource Account, as provided in B5.25. Forest Service shall calculate such costs, using unit rates comparable with those used in the Schedule of Items.

**B5.22 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.

**B5.23 Use of Partially Constructed Roads.** Unless Contracting Officer determines that there is justification under existing conditions, and ground conditions permit hauling without undue damage, portions of Specified Roads shall be Substantially Completed prior to their use for hauling timber. When necessary to facilitate construction and protect bridges and roads from damage, timber felled in construction and timber logged directly to the road from areas immediately adjacent thereto may be hauled before road construction is Substantially Completed. Such hauling shall be confined to periods when abnormal soil erosion and damage to National Forest lands will not result.

"Substantially Completed" means:

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

(b) Laying the specified depth of base course, if any, 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.

**B5.24 Estimated Cost.** Estimated costs by construction phases for Specified Roads listed in A7 are stated by segments in the Schedule of Items. Such estimated costs are subject to adjustment under B3.3, B5.2, B5.21, B5.212, B5.25, and B5.26. 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.

**B5.25 Construction Cost Adjustment.** Contracting Officer, as provided in B5.21, B5.212, B5.251, B5.252, and B5.253, 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.

**B5.251 Variation in Quantities.** (a) This Item applies only to differences between quantities shown in the Schedule of Items and measured quantities actually constructed and accepted that are not covered under B5.252 or B5.253. 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 A7, 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.

**B5.252 Physical Change.** (a) Forest Service shall adjust the Specified Road construction cost if, prior to acceptance under B6.36, 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.

**B5.253 Design Change.** (a) "Design Change" is a change in work and/or materials shown in the Schedule of Items and described in Plans or specifications that has been mutually agreed to in writing or ordered by Contracting Officer. Changes of a minor nature (such as adjustment in horizontal and vertical alignment, that do not exceed specified tolerance, necessary to maintain or balance earthwork quantities substantially as designed) and variation in quantities, as described in B5.251, shall not be considered Design Changes.

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

(c) Forest Service may, by written notice from Contracting Officer, order changes in work to be performed and/or materials to be furnished by 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.

**B5.26 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 A7. 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 B3.3, such allowed costs shall be the redetermined estimated costs of facilities listed in the original Schedule of Items that Contractor does not construct.

**B5.27 Temporary Credit for Unamortized Specified Road Construction Cost.** When, under B8.33, 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.

**B5.3 Road Maintenance.** Contractor shall maintain roads, commensurate with Contractor's use, in accordance with Road Maintenance Requirements in C5.31# 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 B6.31.

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

If Contractor elects to use different roads than those listed in C5.31#, Forest Service shall determine Contractor's commensurate share of road maintenance and revise road maintenance deposits in C5.32#.

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.

**B5.4 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 C5.4, 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.

## **B6.0—OPERATIONS**

**B6.1 Representatives.** Unless otherwise agreed, Contractor shall designate, in writing, a representative who is authorized to receive notices in regard to performance under this contract and take related action. In no case shall Contractor designate any representative to this contract who is currently debarred, proposed for debarment, or suspended by the Federal Government. Contractor's representative shall provide a copy of the contract to Contractor's field supervisor and persons authorized to assume responsibilities in the field supervisor's absence. Prior to initial operations and after shutdowns of 10 days or more, Contractor's representative shall notify Forest Service 2 days, excluding weekends and Federal holidays, before any operations begin on Contract Area.

Contractor's representative shall designate, in writing, a field supervisor, one of whose responsibilities shall be on-the-ground direction and supervision of Contractor's Operations. The field supervisor shall be readily available to the area of operations when operations are in progress and shall be authorized to receive notices in regard to performance under this contract and take related action. The responsibilities of the field supervisor shall include the 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 B6.31.

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.

**B6.11 Notices.** Notices by either party as to action taken or to be taken by the other respecting this contract shall be made in writing to the other party's designated representative.

**B6.2 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.

**B6.21 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 B9.5 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.

**B6.22 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 C6.22#.

**B6.221 Protection of Improvements Not Owned by Forest Service.** Forest Service shall 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.

**B6.222 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.

**B6.23 Protection of Land Survey Monuments.** Forest Service shall appropriately designate on

the ground all known survey monuments, section corners, and other corner accessories. Forest Service shall post identifying signs on two sides of each known bearing tree.

Forest Service shall arrange protective or peremptory 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.

**B6.24 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 C6.24#.

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 B8.33, 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 B5.1 or B6.422. 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 B6.6.

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.

**B6.3 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.

**B6.31 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 B5.212 and material delivery under B5.22. Upon reasonable notice to Forest Service, such schedule shall be subject to modifications necessitated by weather, markets, or other unpredictable circumstances.

Subject to B6.6 and when the requirements of B6.66 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 A16 of any year.

**B6.311 Inclusion of Technical Proposal.** Upon execution of the contract, all elements of the Technical Proposal accepted by Forest Service become binding parts of the contract, including, but not limited to, planned periods for and methods of road construction, timber harvesting, performance of stewardship projects, slash disposal, erosion control measures, and other contractual requirements. In addition, Contractor may not substitute a Subcontractor that has been accepted in the Technical Proposal with an alternate Subcontractor, unless Contracting Officer agrees to substitution.

Contractor may revise this Technical Proposal when necessitated by weather, markets, or other un-

foreseen 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.

**B6.312 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.

**B6.32 Protection of Residual Trees.** Contractor's Operations shall not unnecessarily damage young growth or other trees to be reserved.

**B6.33 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.

**B6.34 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.

**B6.341 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.

**B6.342 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.

**B6.35 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 B8.33, 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.

**B6.36 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.

**B6.361 Acceptance of Specified Roads.**

Specified Road work may be accepted subject to completion of clearing work that does not affect the road structure when completion is delayed for reasons beyond control of 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.

**B6.4 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 B2.2, prior to acceptance of subdivision for completion of logging and stewardship projects under B6.36. Forest Service may make exceptions for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber. Logging shall be conducted in accordance with the following, unless C6.4# provisions set forth requirements to meet special or unusual logging conditions:

**B6.41 Felling and Bucking.** Felling shall be done to minimize breakage of Included Timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces set forth in A2. 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 A2. If necessary to assess extent of defect, Contractor shall make sample saw cuts or wedges.

**B6.411 Felling in Clearings.** Insofar as ground conditions, tree lean, and shape of clearings permit, trees shall be felled so that their tops do not extend outside Clearcutting Units, construction clearings, and areas of regeneration cutting.

**B6.412 Stump Heights.** Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in A6, 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 A6 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in A6 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.

**B6.413 Bucking Lengths.** Trees shall be bucked in various lengths to obtain the greatest utilization of material meeting Utilization Standards.

**B6.414 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.

**B6.42 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.

**B6.421 Rigging.** Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.

**B6.422 Landings and Skid Trails.** Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.

**B6.423 Skidding on Roads.** Products may be skidded on permanent roads authorized for hauling under B5.12 only by prior written agreement.

**B6.424 Arches and Dozer Blades.** Unless otherwise specified in C6.424#, skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside Clearcutting Units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.

**B6.5 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.

**B6.6 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 B4.218.

**B6.61 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 B5.1 or B6.422. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.

**B6.62 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 B5.1 or B6.422. Additional measures needed to protect such areas are provided in C6.62#.

**B6.63 Temporary Roads.** As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, Contractor shall employ such measures as out-sloping, 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.

**B6.631 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 B6.63, 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.

**B6.64 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.

**B6.65 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.

**B6.66 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.

**B6.67 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 B4.218, 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.

**B6.7 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 C6.7# and are in addition to Required Deposits for slash disposal.

**B6.8 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.

**B6.81 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 A9. 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.

**B6.811 Scaling Location.** Forest Service shall provide Scaling services at the Scaling site(s) shown in A10. The Scaling site(s) shown in A10 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.

**B6.812 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 A9. 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.

**B6.813 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.

**B6.814 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.

**B6.82 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 B3.47.

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.

**B6.83 Scaling Other Products.** The Scaled volume of material presented for Scaling in forms other than those stated in A2, when appropriate, shall be converted to the A2 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.

**B6.84 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 B6.842;

(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.

**B6.841 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.

**B6.842 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.

**B6.85 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.

**B6.851 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.

**B6.86 Scale Reports.** Forest Service shall provide Contractor a copy of Forest Service scaler's record, if requested in writing.

**B6.9 Stewardship Projects.** Performance of stewardship projects shall be in accordance with the specifications in C6.9#.

All of the mandatory stewardship projects, as shown in A4c, shall be performed. Optional stewardship projects, as shown in A4c, 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.

#### **B7.0—FIRE PRECAUTIONS AND CONTROL**

**B7.1 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.

**B7.2 Fire Precautions.** Specific fire precautionary measures listed in C7.2# shall be applicable during Contractor's Operations in "Fire Precautionary Period" described in A12. 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.

**B7.21 Substitute Precautions.** Forest Service may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.

**B7.22 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 C7.22#. 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.

**B7.3 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 A13.

**B7.31 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:

**B7.311 Suspend Operations.** To suspend any or all of Contractor's Operations.

**B7.312 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 A13. 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.

**B7.313 Equipment.** To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of Contractor's equipment suitable for fire fighting and currently engaged in Contractor's Operations within the distance of Contract Area stated in A13. Equipment shall be operated only by personnel approved by Contractor, if so requested by Contractor.

**B7.4 Fire Suppression Costs.** Contractor's obligations for cost of fire suppression vary according to three classifications of fires as follows:

**B7.41 Operations Fire.** An "Operations Fire" is a fire caused by Contractor's Operations other than a Negligent Fire.

Forest Service, except as provided in B7.3, shall use cooperative deposits under B4.218 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 A14. The cost of Contractor's actions, supplies, and equipment on any such fire provided pursuant to B7.3, 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 A14, Forest Service shall reimburse Contractor for the excess.

**B7.42 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 B7.2 and B7.3 results in a fire starting or permits a fire to spread. Damages and the cost of suppressing Negligent Fires shall be borne by Contractor.

**B7.43 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 B7.3, or otherwise at the request of Forest Service, on any fire on Contract Area other than an Operations Fire or a Negligent Fire.

**B7.5 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 B7.41 shall not be withheld pending settlement of any such claim or action based on State law.

**B7.6 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.

## **B8.0—OTHER CONDITIONS**

### **B8.1 Title and Liability.**

**B8.11 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 B4.3 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.

**B8.12 Liability for Loss.** If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses 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 B8.33.

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.

**B8.2 Period of Contract.** All obligations of Contractor shall be discharged not later than "Termination Date" stated in A15, unless it is adjusted pursuant to B8.21 or B8.212 or extended pursuant to B8.23 or B8.32, excepting only those obligations for which Forest Service has given written permission to delay performance. Such written permission shall be considered a Contract Term Adjustment for the purpose of Contractor completing performance of obligations covered by such permission.

**B8.21 Contract Term Adjustment.** "Contract Term Adjustment" means adjustment only as provided for in the three circumstances described in this Subsection. Under these circumstances, the contract term shall be adjusted in writing to include additional calendar days in one or more Normal Operating Seasons equal to the actual time lost, except as limited by paragraph (b) in this Subsection.

To qualify for such adjustment, 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 B6.31, 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 B4.4 or B9.3 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 B8.23, the appraisal for the extension shall be made as of the unadjusted Termination Date, but the date on which the new rates become effective, if higher than Current Contract Rates immediately prior to Termination Date, shall be the adjusted Termination Date.

**B8.211 Delay in Reconstruction of Processing Facilities.** Notwithstanding the 12-month limitation in B8.21, 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.

**B8.212 Market-Related Contract Term Addition.** The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A20. 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.

**B8.22 Termination for Catastrophe.** In event of Catastrophic Damage, this contract may be modified under B8.32, following rate redetermination under B3.32, or terminated under this Subsection. Such termination shall not be considered a termination under B8.34.

**B8.221 Termination by Contractor.** This contract shall be terminated, upon election and written notice by Contractor, if Catastrophic Damage rate redetermination under B3.32 shows that the appraised weighted average Indicated Advertised Rate of all Included Timber remaining immediately prior to the catastrophe has been reduced through Catastrophic Damage by an amount equal to or more than the weighted average Current Contract Rate.

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

**B8.222 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 B8.32, within 30 days of receipt from Contracting Officer of contract modifications proposed to permit the harvest of the catastrophe-affected timber.

**B8.23 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 B6.311 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 B4.217 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.

**B8.3 Contract Modification.** The conditions of this contract are completely set forth in this contract. Except as provided in B8.32 and B8.33, this contract can be modified only by written agreement between the parties. Only Contracting Officer may make contract modifications, with compensating adjustments to Current Contract Rates where appropriate, on behalf of Forest Service.

**B8.31 Changed Conditions.** When it is agreed that the completion of certain work or other requirements hereunder would no longer serve the purpose intended because of substantial change in the physical conditions of 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.

**B8.32 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 B3.32 and other related revisions as necessary, such as revision of Operating Schedule to ensure prompt removal of affected timber when necessary to avoid further loss and provision for additional contract time, if needed.

**B8.33 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 B3.33,

(iv) temporary reduction of downpayment pursuant to B4.22,

(v) temporary credit for unamortized Specified Road construction cost pursuant to B5.27, and

(vi) temporary bond reduction pursuant to B9.13.

(c) In addition to the compensation scheme set forth in subparagraph (b), Contractor may seek termination pursuant to B8.36 or, at any time prior to authorization to resume work suspended under this Subsection, demand termination under B8.34. If Contractor elects termination under B8.34 or B8.36, 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 B3.31.

(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.

**B8.34 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 B8.33.

(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 B4.212 for timber cut but not removed, (ii) reimbursement for Out-of-Pocket Expenses, and (iii) one of the following, except when termination, pursuant to B8.33(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 B3.31 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 B8.33, Contractor shall only be entitled to damages pursuant to subparagraph (d) if the B8.33 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 B3.31.

(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.

**B8.35 Out-of-Pocket Expenses.** "Out-of-Pocket Expenses" are unrecovered expenditures arising directly from performing the contract that were rendered unrecovered due to delay, interruption, or termination pursuant to B8.33 or B8.34. 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.

**B8.36 Termination for Market Change.** In the event of delay or interruption under B8.33 exceeding 90 days, this contract may be:

(a) Modified to include rates redetermined under B3.33 or

(b) Terminated upon election and written notice by Contractor, if a rate redetermination for market change under B3.33 shows that the appraised weighted average Indicated Advertised Rate of all Included Timber remaining immediately prior to the delay or interruption has been reduced through a market change by an amount equal to or more than the 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.

**B8.4 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.

**B8.5 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.

**B8.6 Provisions Required by Statute.**

**B8.61 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.

**B8.62 Officials Not to Benefit.** No member of Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise there from, unless it is made with a corporation for its general benefit (18 USC 431, 433).

**B8.63 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.

**B8.64 Debarment and Suspension Certification.** Pursuant to 2 CFR Part 180 and 2 CFR 417, 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 2 CFR Part 180 and 2 CFR 417, 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 2 CFR Part 180 and 2 CFR 417, 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.

**B8.65 Contract Consistency With Other Laws.** The contract shall govern if State and local environmental quality laws conflict with or preclude performance of contractual requirements.

## **B9.0—PERFORMANCE AND SETTLEMENT**

**B9.1 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 A17, unless the amount is adjusted as provided in B9.11 or B9.13. In lieu of surety bond, Contractor may deposit into a Federal Depository, as directed by Forest Service under B4.21, and maintain therein, cash in the dollar amount stated in A17 or negotiable securities of the United States having market value at time of deposit of not less than the dollar amount stated in A17.

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.

**B9.11 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 B9.5.

**B9.12 Letters of Credit.** Notwithstanding the provisions of B9.1, 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.

**B9.13 Temporary Bond Reduction.** When, under B8.33, 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 A17 within 15 days. Contractor shall not resume contract operations until the performance bond amount is fully restored.

**B9.2 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.

**B9.21 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.

**B9.22 Contract Documents.** All contract documents are intended to be consistent with each other. In case of discrepancy, the following is the order of precedence:

- (a) Special Provisions in Division C
- (b) Contract Area Map
- (c) Specific Conditions in Division A and Schedule of Items
- (d) Standard Provisions in Division B
- (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

**B9.3 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 B6.1, 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 B8.33.

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

Upon receipt of oral or written notice of such breach, 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.

**B9.31 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 36 CFR 223.116;

(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 B9.3, 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 B9.3.

Damages due the United States for termination under this Subsection shall be determined pursuant to B9.4.

**B9.4 – 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 B9.31; Forest Service shall appraise remaining Included Timber and stewardship projects, unless termination is under B8.22 or B8.34. 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 B6.4.

(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.

**B9.5 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 B4.218 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.

**B9.6 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 B4.24 and excess cooperative deposits under B4.218.

## **DIVISION C**

### **Special Provisions**

In accordance with A22, the Sections, Subsections, and Items therein listed are attached and made a part hereof. The material is indexed by the numbering system used in Division B. The numbers after the C (that identifies material in this Division) indicates the Part, Section, Subsection, or Item of Division B that is being supplemented or modified by each particular provision.

## **A22 Clear Corral Stwd IRTC**

|         |   |
|---------|---|
| C2.2#   | Utilization and Removal of Included Products (3/21)                             |
| C2.301# | Designation of Reserve Trees (5/04)   |
| C2.358# | Individual Trees (Leave Tree Marking) (7/20)                                    |
| C3.34   | Emergency Rate Redetermination (6/22)   |
| C3.35#  | Scheduled Rate Redetermination (9/04)   |
| C4.211  | Temporary Reduction of Downpayment (8/09)                                       |
| C4.3    | Payment Guaranteed By Bond (08/21)  |
| C4.31#  | Blanket Bond (06/24)  |
| C4.4    | Payments Not Received (8/12)  |
| C5.102# | Construction of Temporary Roads (2/97)  |
| C5.12#  | Use of Roads By Contractor (09/04)  |
| C5.13#  | Road Completion Date (9/04)   |
| C5.222# | Stockpiled Material Source (1/02)   |
| C5.31#  | Road Maintenance Requirements (7/01)  |
|         | T101 Surface Blading  |
|         | T103 Dust Abatement   |
|         | T108 Slide Removal and Slump Repair   |
|         | T301 Ditch Cleaning   |
|         | T310 Minor Drainage Structures  |
|         | T507 Cutting Roadside Vegetation  |
|         | T618 Major Drainage Structures  |
|         | T619 Miscellaneous Structures   |
|         | T710 Traffic Services   |
| C5.314# | Dust Abatement Treatment (2/02)   |
|         | Dust Abatement Treatment-Attachment (8/24)                                      |
| C5.316  | Snow Removal (4/13)   |
| C5.32#  | Road Maintenance Deposit Schedule (8/12)  |
| C5.41#  | Closure to Use by Others (3/07)   |
| C6.10   | Pework Conference (10/04)   |
| C6.23   | Protection of Land Survey Monument (10/04)                                      |
| C6.316# | Limited Operating Period (5/05)   |
| C6.320# | Reserve Trees Protection (10/04)  |
| B6.33   | Safety Attachment – Logging and Maintenance Operations Signing Standards (8/24) |
| C6.332  | Safety (Timber Hauling) (1/18)  |
| C6.339  | Accident and Injury Notification (4/05)   |
| C6.341  | Prevention of Oil Discharges (7/22)   |
| C6.351# | Washing Equipment (1/18)  |
| C6.4#   | Conduct of Logging (1/18)   |
| C6.406# | Site Condition (7/20)   |
| C6.43#  | Off Road Skyline Yarder/Swing (1/18)  |
| C6.6    | Erosion Prevention and Control (10/04)  |
| C6.601# | Erosion Control Seeding (7/20)  |

|         |   |
|---------|---|
| C6.632# | Temporary Road and Tractor Road Obliteration (2/02)                   |
| C6.633# | Temporary Road, Skid Trail/Skid Road and Landing Scarification (2/02) |
| C6.661  | Current Operating Areas (10/04)                                       |
| C6.7#   | Hazard Reduction and Site Preparation (4/21)                          |
| C6.71   | Change in Slash Treatment (3/90)                                      |
| C6.753  | Temporary Road Construction Slash Disposal (10/82)                    |
| C6.801  | Scaling (Non-sawtimber) (7/20)  |
| C6.804  | Scaling Cedar Products (10/04)  |
| C6.822  | Presentation for Weight Scaling (8/24)                                |
| C6.823  | Volume Determination (4/13)   |
| C6.841  | Route of Haul (Option 1) (7/22)                                       |
| C6.848  | Weight Accountability for Split Pricing (3/12)                        |
| C6.9#   | Stewardship Projects (09/04)  |
| C7.2    | Normal Precautions (04/24)  |
| C7.21   | Water Handling Equipment (3/21)                                       |
| C8.21   | Contract Term Adjustment (07/16)                                      |
| C8.212  | Market Related Contract Term Adjustment (4/23)                        |
| C8.41   | Limitation of Performance By Other Than Contractor (9/04)             |
| C8.64   | Debarment and Suspension Certification (3/18)                         |
| C8.66#  | Use of Timber (Option 1) (9/04)                                       |
| C9.1    | Performance Bond (08/21)  |
| C9.11   | Bond Reduction (08/21)  |
|         | Appendix A  |
|         | Appendix B  |



**C2.2# - UTILIZATION AND REMOVAL OF INCLUDED PRODUCTS (3/21).** Unless otherwise agreed in writing, or as specified in C2.211# - Optional Removal of Non-sawtimber Products, Contractor is required to pay for and remove the following products described in this provision and listed in A2 of the contract:

Sawtimber is defined as:

- (a) Boles of trees meeting and exceeding Minimum Specifications for Sawtimber as listed in A2 of the contract. Boles of trees is defined as the main stem of the tree including the top.

Non-sawtimber is defined as:

- (a) Portions of boles from Sawtimber trees not meeting Minimum Specifications for Sawtimber.
- (b) Topwood from Sawtimber trees that meet Non-sawtimber Utilization Standards.
- (c) Boles of trees meeting Utilization Standards for Non-sawtimber.

Downed Non-sawtimber is included in A2 volume for units: **N/A.** Non-sawtimber is Included Timber and required for removal in the following Cutting Units:

In Cutting Units: **ALL** - Non-sawtimber material includes:

- 1) Portions of boles from Sawtimber trees not meeting Minimum Specifications for Sawtimber,
- 2) Boles of trees meeting Utilization Standards for Non-sawtimber.

In Cutting Units: **24, 25, 26, 27, 28, 29, 30, 31, 32** - Cedar Products includes:

- 1) Portions of boles from Cedar trees not meeting Minimum Specifications for Sawtimber,
- 2) Boles of trees meeting Utilization Standards for Cedar Products as indicated in **C6.804-SCALING CEDAR PRODUCTS**

Only the volume of Non-sawtimber in the cutting units listed above is included in the estimated volume shown in A2. If Contractor and Forest Service agree to remove Non-sawtimber from cutting units other than those listed above this Non-sawtimber must be measured and paid for at the rates shown in A4.

**C2.301# - DESIGNATION OF RESERVE TREES (5/04).** Notwithstanding the designations for cutting in other provisions of this contract, within Cutting Units **28** live or dead **Douglas-fir** reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Such reserve trees are identified by **Two painted red horizontal stripes and one painted Orange horizontal stripe, with one tree of which has a blue placard** and shall be protected in accordance with C6.320#.

Upon agreement, live or dead trees designated to be left standing may be felled when necessary for safety under the State Safety Code, and other live or dead trees may be designated in their place.

**C2.358# - INDIVIDUAL TREES (LEAVE TREE MARKING) (7/20).** In Cutting Units **ALL**, all trees (live and dead) meeting minimum merchantable tree specifications of A2 are designated for cutting except trees reserved from cutting. Trees reserved from cutting have been Marked with a horizontal stripe of **ORANGE** paint at or above eye level, and a stump mark consisting of a horizontal stripe of **ORANGE** paint on the downhill side of the tree at ground level.

The boundaries of leave tree marking units, are Marked on three (3)sides of the cutting unit boundary trees with vertical stripes of **ORANGE** paint extending from diameter breast height (DBH) upwards approximately three (3) feet, except where the boundaries coincide with existing roads or other discernible features as shown on Contract Area Map. The middle stripe of paint faces the cutting unit and the other two face on line with the cutting unit boundary. In addition, each boundary tree has a horizontal stump mark painted on the downhill side of the tree at ground level. Trees used for boundary designation are not to be cut. All hardwood trees are not to be cut.

**C3.34 – EMERGENCY RATE REDETERMINATION. (6/22)** Forest Service shall redetermine rates for each species 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 A20 has declined by 25 percent or more. Rates shall be redetermined under B3.3 and for species where the rates declined, shall be considered established under B3.1 for timber Scaled after Contractor's application. Increases in species rates will not be considered. This provision shall not apply during the period of a Contract Term Extension.

**C3.35# - SCHEDULED RATE REDETERMINATION (9/04).** Contracting Officer shall redetermine rates for Included Timber to be made effective on **08/23/2029**. Redetermined rates for Included Timber shall be used under B3.1 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 A4c.

If rates established by a scheduled rate redetermination result in lower than Current Contract Rates determined from Bid Rates and Base Indices stated in A4, such lower rates shall become effective only after at least **28,100 tons** has been cut and Scaled. However, if the scheduled rate redetermination date is later than the beginning date of contract adjustment under B8.21 or B8.212, 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 B3.31, B3.32, or B3.33 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 A2, road maintenance requirements or deposits in C5.31 or C5.32, logging methods in C6.4, slash disposal in C6.7, and fire precautionary measures in C7.2 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.

**C4.211 - TEMPORARY REDUCTION OF DOWNPAYMENT (8/09).** Notwithstanding B4.211, upon the Contractor's written request Forest Service may temporarily reduce the downpayment when Contractor's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Contractor to delay or interrupt operations for reasons other than breach;
- (2) Contractor interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

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

**C4.3 – PAYMENT GUARANTEED BY BOND. (8/21)** To guarantee payment, Contractor may furnish and maintain an acceptable surety bond. The penal sum of such surety bond shall be the maximum amount of the payment guaranteed. For payment purposes, penal sum of the surety bond

shall be in lieu of the performance bond furnished under C9.1.

**C4.31# – BLANKET BOND. (06/24)** If Contractor furnishes an acceptable bond in accordance with C4.3 to guarantee payment for timber from this and other contracts within the same National Forest or geographic area as listed below, the amount of such bond 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 Forest Service estimates for payment guarantee needed under B4.212.

A geographic area as stated in this provision contains the following National Forests: *Nez Perce Clearwater National Forest*

**C4.4 – PAYMENTS NOT RECEIVED (8/12).** (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 B4.218;
- (iii) Damages pursuant to B9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to B4.22;
- (vi) Periodic payments pursuant to B4.213;
- (vii) Extension Deposits pursuant to B4.217; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under B9.3. 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.

**C5.102# - CONSTRUCTION OF TEMPORARY ROADS (2/97).** Unless otherwise agreed in writing, temporary roads as shown on the Contract Area Map and as designated on the ground, shall be constructed and closed in accordance with the attached plans and specifications. Location has been designated by **PINK FLAGGING**.

Contractor and Forest Service agree that if the Contractor elects not to build the road, or minor changes in locations or designs are mutually agreed to, there will be no adjustment in costs allowances as extra skid costs or mitigation measures would offset cost differences.

Notwithstanding B2.4, timber within the clearing limits of these temporary roads have been included in the quantity estimate in A2.

**C5.12# - USE OF ROADS BY PURCHASER (6/99).** Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

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

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

### Restricted Road List

| Road Number | Road Name      | Termini |       | Map Legend | Description of Restrictions                                      |
|-------------|----------------|---------|-------|------------|--|
|             |                | From    | To    |            |  |
| 650F        | Nesting Falcon | 0.00    | 1.06  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 650G        | Soaring Falcon | 0.00    | 1.20  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 1106        | Sears Creek    | 9.15    | 15.15 |            | (A) Public use restriction 12/1 - 6/15 Closed to motor vehicles. |
| 1106E       | Golden Eagle   | 0.00    | 0.75  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 1106F       | Pole Corral    | 0.00    | 2.76  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 1106F1      | High West Fork | 0.00    | 0.74  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 1106H       | Stinking Water | 0.00    | 2.01  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 1106I       | Happy Hoodoo   | 0.00    | 1.06  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 1160        | Rabbit Creek   | 0.00    | 2.91  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 1160D       | Pack Mule      | 0.00    | 1.79  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 9441        | Wall Creek     | 0.00    | 1.02  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 9441A       | Bald Eagle     | 0.00    | 1.40  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 9441A1      | Red Hawk       | 0.00    | 0.26  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 9441A2      | Stage Pit      | 0.00    | 0.40  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |
| 9442        | Voodoo Bill    | 0.00    | 2.40  |            | (A) Public use restriction -yearlong closure to motor vehicles.  |

**C5.13# – ROAD COMPLETION DATE (9/04).** Construction of Specified Roads shall be completed no later than **October 30, 2027**; except for earlier construction completion dates for roads listed below:

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

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 B6.311 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 B3.3 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 B5.26, 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 B6.36 or
- (b) Forest Service constructs road and furnishes Contractor with written notice authorizing use of road.

Notwithstanding B5.1, 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.

**C5.222# - STOCKPILED MATERIAL SOURCES (1/02).** Material is appraised from National Forest stockpiles designated on the Contract Area Map. Payment to the Forest Service for such material shall be made prior to removal of any material and at the following rates:

| Source/Stockpile | Type of Material                       | Unit of Measure | Unit Price | Estimated Quantity | Total Price |
|------------------|--|-----------------|------------|--------------------|-------------|
| Twin Ravens Pit  | Aggregate Surface Course (Gradation F) | CY              | \$16.00    | 2892               | \$46,272.00 |
| Twin Ravens Pit  | Aggregate Base Course (Gradation W)    | CY              | \$16.00    | 165                | \$2,640.00  |
| Twin Ravens Pit  | 6" minus – Pit run                     | CY              | \$10.00    | 140                | \$1,400.00  |

When agreed to in writing, Contractor may elect to crush material at the above sources in lieu of purchasing stockpiled material; however, there will be no adjustment in cost allowance.

When agreed to in writing, Contractor may elect to obtain material from other sources, with no adjustment in cost allowances, unless such adjustment results in a savings to the Forest Service. Such adjustment will be in accordance with B5.253.

Forest Service assumes responsibility for the quality and quantity of material in the sources designated above. Should a designated source, due to causes beyond the control of the Contractor, contain insufficient acceptable material, the Forest Service will provide another source with adjustment in accordance with B5.253.

**C5.31# – ROAD MAINTENANCE REQUIREMENTS (9/04).** Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:



### Contract Road Maintenance Requirements Summary

| Road   | Termini |       | Miles | Applicable Pre-Haul Road Maintenance Specs |       |       |       |       |       |       |       |       |
|--------|---------|-------|-------|--|-------|-------|-------|-------|-------|-------|-------|-------|
|        | From    | To    |       | T-101                                      | T-103 | T-108 | T-113 | T-301 | T-310 | T-507 | T-618 | T-710 |
| 650    | 13.62   | 15.42 | 1.80  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 650    | 5.04    | 3.66  | 1.38  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 650F   | 0.00    | 0.55  | 0.55  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 650G   | 0.00    | 1.09  | 1.09  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 1106   | 9.80    | 14.78 | 4.98  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 1106E  | 0.00    | 0.61  | 0.61  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 1106F  | 0.00    | 0.61  | 0.61  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 1106F1 | 0.00    | 0.74  | 0.74  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 1106H  | 0.00    | 1.14  | 1.14  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 1106I  | 0.00    | 0.28  | 0.28  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 1160   | 0.00    | 2.91  | 2.91  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 1160D  | 0.00    | 1.55  | 1.55  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 9441   | 0.00    | 0.46  | 0.46  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 9441A  | 0.00    | 1.16  | 1.16  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 9441A1 | 0.00    | 0.26  | 0.26  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 9441A2 | 0.00    | 0.32  | 0.32  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 9442   | 0.00    | 1.44  | 1.44  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |

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

| Road   | Termini |       | Miles | T-101 | T-103<br>H2O | T103<br>MagCl | Applicable During / Post-Haul Road<br>Maintenance Specs |       |       |       |       |       |       |       |
|--------|---------|-------|-------|-------|--------------|---------------|---|-------|-------|-------|-------|-------|-------|-------|
|        | From    | To    |       |       |              |               | T-108   | T-113 | T-301 | T-310 | T-507 | T-618 | T-619 | T-710 |
| 650    | 13.62   | 15.42 | 1.80  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 650    | 5.04    | 3.66  | 1.38  | P     | N/A          | P             | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 650F   | 0.00    | 0.55  | 0.55  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 650G   | 0.00    | 1.09  | 1.09  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 1106   | 9.80    | 14.78 | 4.98  | P     | N/A          | P             | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 1106E  | 0.00    | 0.61  | 0.61  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 1106F  | 0.00    | 0.61  | 0.61  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | D     | D     |
| 1106F1 | 0.00    | 0.74  | 0.74  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 1106H  | 0.00    | 1.14  | 1.14  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 1106I  | 0.00    | 0.28  | 0.28  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | D     | D     |
| 1160   | 0.00    | 2.91  | 2.91  | P     | N/A          | P             | N/A   | N/A   | P     | P     | P     | N/A   | D     | D     |
| 1160D  | 0.00    | 1.55  | 1.55  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 9441   | 0.00    | 0.46  | 0.46  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | D     | D     |
| 9441A  | 0.00    | 1.16  | 1.16  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |

|        |      |      |      |   |   |     |     |     |   |   |   |     |     |   |
|--------|------|------|------|---|---|-----|-----|-----|---|---|---|-----|-----|---|
| 9441A1 | 0.00 | 0.26 | 0.26 | P | P | N/A | N/A | N/A | P | P | P | N/A | N/A | D |
| 9441A2 | 0.00 | 0.32 | 0.32 | P | P | N/A | N/A | N/A | P | P | P | N/A | N/A | D |
| 9442   | 0.00 | 1.44 | 1.44 | P | P | N/A | N/A | N/A | P | P | P | N/A | D   | D |

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

## **SPECIFICATION T-101 SURFACE BLADING**

### **DESCRIPTION**

1.1 Surface blading is keeping the native or aggregate surfaced road in a condition to facilitate traffic, minimize additional future maintenance, reduce erosion, and provide proper drainage. It includes maintaining the crown, inslope or outslope of the traveled way and shoulders, drainage dips, leadoff ditches, berms, turnouts, removal of minor slides and slumps, and other irregularities that prevent normal runoff from the road surface.

### **REQUIREMENTS**

3.1 Surface blading shall be performed as often as necessary and to the standards required to facilitate traffic and proper drainage.

3.2 The blading shall be performed in such a manner as to preserve the existing cross section and to conserve surface materials. On gravel surfaced roads, the base must not be disturbed and no surface material may be bladed into the ditch or over the road shoulders. Blading of native surface roads shall be performed so no base material under four (4) inches in the greatest dimension is lost. All ruts, holes, etc., shall be removed by scarifying and/or cutting to the bottom of any surface irregularities. Oversize material brought to the surface in the scarification process shall be removed from the roadway. Surface material which has been displaced to the shoulders, turnouts, outside of curves, etc., shall be brought back so as to leave a uniform depth on the traveled way at completion of blading. Water shall be applied during blading if sufficient moisture is not present to prevent segregation.

3.3 Roadside cutslopes or berms shall not be undercut.

3.4 At intersections, the roadbeds of sideroads shall be graded for a reasonable distance to assure proper blending of the two riding surfaces.

3.5 Drainage dips and leadoff ditches shall be cleaned and continually maintained to conform reasonably to their original constructed lines, grade, and cross section.

3.6 Berms shall be repaired promptly by placing selected material as needed to restore the berm to its original condition.

3.7 Surface blading of native surface roads also includes ditch cleaning, which shall be done in accordance with T-301, Ditch Cleaning.

3.8 All blading operations shall be properly signed in accordance with **B(T)6.33#** and all applicable State Laws.

### **SPECIFICATION T-103 DUST ABATEMENT**

#### DESCRIPTION

1.1 Dust abatement consists of road surface preparation and application of materials.

#### MATERIALS

2.1 Water, bituminous products, lignin sulfonates, chloride products, and other materials may be used for dust abatement. Materials other than water will require approval of the Forest Service and shall meet specifications furnished by the Forest Service.

#### REQUIREMENTS

3.1 Dust abatement materials shall be applied to the road surface as necessary to control surface loss and provide that vehicles are always intervisible within their stopping sight distance. The average user speed on the road shall be used to determine stopping sight distance. Preparation shall be in accordance with Specification T-101, Surface Blading.

3.2 The rate of application shall be such that the selected material will not run off the surface and cause pollution or unnecessary waste.

3.3 When water is the selected material, it shall be applied as often as necessary to abate dust from all Contractor operations.

a. Dust abatement shall be maintained as needed throughout the duration of operations.

### **SPECIFICATION T-108 SLIDE REMOVAL AND SLUMP REPAIR**

#### DESCRIPTION

1.1 Slide removal and slump repair consists of all work necessary to restore the road to its original cross section as necessary to facilitate use and provide drainage. This work is such that it cannot be handled by a grader during surface blading and ditch cleaning operations.

Slump repair is the filling with selected material of depressions or washouts in roadway which cannot be routinely filled by a motor grader.

Slide removal and slump repair includes excavation, loading, hauling, placing, and compacting of replacement material and the removal and disposal of waste material. This includes the development of disposal or borrow areas at locations approved by the Forest Service.

## **REQUIREMENTS**

3.1 Contractor shall deposit slide material in an approved manner at designated locations.

Material shall not be disposed of on road fills unless otherwise agreed.

The slope which contributed the slide material shall be reshaped as practicable to reduce future sliding unless otherwise agreed.

3.2 When filling slumps and depressions, select material shall be used, placed in layers, and compacted to conform with or exceed the density of existing subgrade.

Existing aggregate surfacing shall be salvaged and relayed or replaced after slumps have been filled.

Damaged aggregate base, aggregate surfacing, and asphalt surfacing shall be repaired under Specification T-113, Surfacing Repair.

3.3 Following slide removal, roadway shall be shaped so as to reasonably conform to its original subgrade template.

3.4 Slump, waste, and borrow areas shall be seeded as required under T-508.

## **SPECIFICATION T-301 DITCH CLEANING**

### **DESCRIPTION**

1.1 Ditch cleaning is removing and disposing of all slough material from roadside ditches to provide an unobstructed waterway conforming reasonably to previous line, grade, and cross section.

## **REQUIREMENTS**

3.1 Slough Material.

A. Native Surfaced Roads. Slough material from ditch cleaning, if suitable, may be placed and blended into the existing road surface or shoulders or placed in a designed berm during surface blading.

B. Aggregate Surface Roads. Slough material from ditch cleaning shall not be mixed with aggregate surfacing or left on the road surface unless otherwise agreed. Material shall be disposed of in an agreed manner at designated locations.

C. Asphalt Surfaced Roads. Equipment, methods, and timing shall be agreed to before start of ditch cleaning operations so as to protect the asphalt pavement. Material shall be disposed of in an agreed manner at designated locations.

## **SPECIFICATION T-310 MINOR DRAINAGE STRUCTURES**

### **DESCRIPTION**

1.1 Minor drainage structures are single passages with maximum waterway opening equivalent to a 78-inch round pipe (87- by 63-inch arch) or multiple passages with maximum, single waterway opening equivalent to a 60-inch round pipe (66- by 51-inch arch). They include overside drains. Maintenance is work performed on inlets, outlets, related channels, existing riprap, trash racks, and drop inlets.

### **MATERIALS**

2.1 All materials used in the maintenance of minor drainage structures shall conform by type and specification to the material in the structure being maintained.

### **REQUIREMENTS**

3.1 All minor drainage structures are to be maintained in accordance with these specifications in the spring following any significant runoff and prior to the beginning of winter storms.

3.2 Clear inlet and outlet channels, inlet trash racks, and drop inlets of loose material that could cause plugging or prevent the free flow of water. Debris shall be disposed of in agreed manner at designated locations.

3.3 If outlet riprap was originally placed to dissipate water energy, it shall be maintained in good condition including the replacement of riprap if necessary.

4.1 Make whatever minor repairs are necessary to ensure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the drainage structure.

## **SPECIFICATION T-507 CUTTING ROADSIDE VEGETATION**

### **DESCRIPTION**

1.1 This work consists of cutting and disposing of all vegetative growth, including trees from within the roadway that reduce sight distance and operational capability of the road. Vegetation removal is required if the growth of the vegetation during the contract period causes unacceptable reduction of sight distance and operation capability.

## **REQUIREMENTS**

3.1 Vegetative matter within the roadway which reduces sight distance, impedes vehicular travel, or interferes with road maintenance operations such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked along the roadside in locations where the traveled way or sight distance will not be impaired.

3.2 Low shrubs and brush which do not restrict sight distance, do not impede road maintenance, and reduce erosion shall not be removed. Vegetation removed shall be disposed of by scattering, chipping, hauling to designated disposal areas, or as otherwise agreed upon.

## **SPECIFICATION T-618 MAJOR DRAINAGE STRUCTURES**

### **DESCRIPTION**

1.1 Major drainage structures are culverts, bridges, and other structures with a minimum waterway opening equivalent to an 84-inch round pipe (95- by 67-inch arch) or multiple passages where the smallest single waterway opening is 66 inches (73- by 55-inch arch). All low water structures are major drainage structures.

Maintenance of these structures includes cleaning inlets, outlets, and related channels, trash racks, delineators, object markers, rails, timber or asphalt running surfaces, bridge inspections, and other work incidental to maintenance of the structure.

### **MATERIALS**

2.1 All materials used in the maintenance of large drainage structures shall conform by type and specification to the material in the structure being maintained.

## **REQUIREMENTS**

3.1 All major drainage structures and related channels except stream channels shall be maintained as early as possible in the spring following any significant runoff and prior to the beginning of winter storms.

3.2 The items listed below shall be accomplished within the scope of bridge maintenance and where applicable to the maintenance of other large drainage structures.

A. Ditch Cleaning, T-301, and Surface Blading, T-101, shall be performed to direct drainage away from the approaches to the structure.

B. Trash racks shall be cleaned, and any logs or drift lodged against piers and abutments shall be removed without causing damage to the structure. Vegetative debris removed shall be treated as agreed.

C. Debris shall be removed from the bridge deck, and deck drains shall be opened.

1. Loose bolts and nuts shall be tightened.

## **SPECIFICATION T-619 MISCELLANEOUS STRUCTURES**

### **DESCRIPTION**

1.1 Maintenance of miscellaneous structures include the maintenance of retaining walls, guard rails, cattleguards, fences, gates, and any other similar structures that have been previously installed to insure the safe and efficient operation of the road.

### **MATERIALS**

2.1 Any materials needed in the maintenance of miscellaneous structures shall be similar in type and quality to the material in the structure being maintained.

### **REQUIREMENTS**

3.1 Guard Rails. Anchors shall be tightened.

3.2 Cattleguards. Tie-in fences shall be sound and secured to the wings. Loose rails shall be welded or bolted back in place. Material deposited into the cattleguard well during operations shall be removed. Drainage into and out of cattleguards shall be maintained.

3.3 Fences. Wire fences shall be tightened if loose. Broken strands of wire or wood railings shall be replaced.

3.4 Gates. Gates shall be properly signed, kept in good repair and made to swing easily. Hinges or latches shall be repaired if not operating properly. Hinges shall be oiled.

## **SPECIFICATION T-710 TRAFFIC SERVICES**

### **DESCRIPTION**

1.1 Traffic service maintenance includes the maintenance of traffic-related regulatory, warning, and directional signs as well as devices such as roadside delineators or markers. It also includes restriping paved surfaces.

## MATERIALS

2.1 All sign faces shall be retroflective sheeting. Signposts shall be treated. Materials for delineators and markers shall be similar to those in the devices being replaced unless in conflict with the Manual on Uniform Traffic Control Devices. Pavement striping shall be retroflective and meet the material requirements of specification as shown below:

## REQUIREMENTS

3.1 A minimum area six (6) feet in diameter around any traffic sign or device shall be kept free of weeds, brush, and limbs. Greater dimensions may be necessary depending on viewing direction.

3.2 Defaced signs shall be repaired using materials in accordance with the Manual on Uniform Traffic Control Devices.

3.3 All traffic control signs and devices that are replaced shall be installed in accordance with the Manual on Uniform Traffic Control Devices.

3.4 All pavement striping shall conform to attached specifications. Pavement striping shall be required when the existing striping is not readily visible both by day and night.

**C5.314# - DUST ABATEMENT TREATMENT (02/02).** When conditions are such that dusting would result in hazardous driving conditions or there would be an appreciable loss of road surface binder material, Contractor shall control such dusting by application of a dust abatement treatment to the surface of roadways and other traveled areas according to referenced or attached specifications or other specifications agreed to in writing. This treatment will provide a surface which can be bladed and retreated when necessary. It is not intended to produce a permanent waterproof wearing surface or dust control for more than one year, even though some residual value may be retained. It is intended to be compatible with the physical characteristics of the road surface, such as parent material, percent fines, relative humidity, or possibly some residual dust abatement material.

Dust abatement treatment shall apply only to the roads listed below. The provisions of Specification T-103 of C5.31# shall apply to all other roads when required under C5.31#. T-103 of C5.31# may be used in lieu of C5.314# to perform dust abatement during hauling of timber cut within the clearing limits of roads constructed under this timber sale unless otherwise agreed.



## Dust Abatement Specifications

| Road Number | Road Name             | Termini            | Abatement Treatment | References or Attached |
|-------------|-----------------------|--------------------|---------------------|------------------------|
| 650         | West Fork Clear Creek | MP 3.66 – MP 5.04  | MagCl               | Attached               |
| 1106        | Sears Creek           | MP 9.80 – MP 14.78 | MagCl               | Attached               |
| 1160        | Rabbit Creek          | MP 0.00 – MP 2.91  | MagCl               | Attached               |

### **C5.314# Attachment (08/24)**

#### **SURFACE PREPARATION**

Prior to application of chlorides, the roadway shall be prepared by T-101 Surface Blading, and watered as necessary to achieve adequate penetration of the chlorides without runoff. If flakes are used, water will be added after placing the flakes to facilitate penetration of the chlorides into the roadway.

#### **APPLICATION**

(a) The Distribution Equipment shall be so designed, equipped, maintained, and operated such that the dust abatement material may be applied uniformly on variable widths of surface.

For liquid products the following requirements shall apply: (1) The spray pattern from each nozzle on the spray bar shall be uniform across the spray bar; (2) Distribution equipment shall include accurate volume measuring devices or a calibrated tank, a thermometer for measuring temperatures of tank contents, and a hose and nozzle attachment for applying material to areas inaccessible to the spray bar.

Calcium Chloride Flake shall be spread with equipment that evenly distributes the material across the required road width. The relative weight of material placed shall be easily determined during application.

(b) Application Rate. Application rates will be as follows:

#### **Application Rate Table**

| Road Number | Road Name             | Termini           | Application Type | Abatement Treatment | Application Rate  | Width of Application (Feet) |
|-------------|-----------------------|-------------------|------------------|---------------------|-------------------|-----------------------------|
| 650         | West Fork Clear Creek | MP 3.66 – MP 5.04 | Initial          | Mag Cl Brine        | 0.50 Gal./Sq. Yd. | 10                          |

|      |                       |                    |            |              |                     |    |
|------|-----------------------|--------------------|------------|--------------|---------------------|----|
| 650  | West Fork Clear Creek | MP 3.66 – MP 5.04  | Subsequent | Mag Cl Brine | 0.25 Gal. / Sq. Yd. | 8  |
| 1106 | Sears Creek           | MP 9.80 – MP 14.78 | Initial    | Mag Cl Brine | 0.50 Gal./Sq. Yd.   | 10 |
| 1106 | Sears Creek           | MP 9.80 – MP 14.78 | Subsequent | Mag Cl Brine | 0.25 Gal. / Sq. Yd. | 8  |
| 1160 | Rabbit Creek          | MP 0.00 – MP 2.91  | Initial    | Mag Cl Brine | 0.50 Gal./Sq. Yd.   | 10 |
| 1160 | Rabbit Creek          | MP 0.00 – MP 2.91  | Subsequent | Mag Cl Brine | 0.25 Gal. / Sq. Yd. | 8  |

Unless otherwise specified, minimum concentration required is 1.29 – 1.33 Specific Gravity as per ASTM. The Forest Service may field test Chloride brines prior to application to make sure that the products meet the minimum concentrations. Acceptance of the material will be based on the concentration shown on the manufacturer's certificate, or on results of laboratory quality assurance tests done by the Forest Service on samples taken from distribution or hauling vehicles.

Uniform distribution shall be obtained at all points. For liquid products the spray pattern from each nozzle on the spray bar shall be uniform across the spray bar. For flake products, the coverage will be uniform on the road surface. Overlapping or skipping between spread sections shall be corrected. Accidental spillage and areas with excess dust palliative that are hazardous to traffic shall be covered with additional road surfacing material. The surface of adjacent structures and trees shall be protected from spattering or marring. Dust palliative material shall be discharged only in approved areas, and shall not be allowed to flow into ditches or stream courses. All products may be placed in one application.

All spreading and hauling equipment shall comply with applicable State and Federal requirements including GVW limitations.

(c) **Certification with Shipment.** When each load of chloride material is delivered, the Purchaser shall furnish one copy of the Bill of Lading, and a fully executed Certificate of Compliance indicating, as a minimum, the following information: **Sale Name, Date of application, road segments where applied, application rate, application width, Material composition by weight of MgCL and CaCl applied, Net weight of shipment, Net gallons at 60 degrees F, Specific Gravity of brine at 60 degrees F, ambient air temperature at time of application.**

A separate Certificate of Compliance will not be required if the standard Bill of Lading contains the essential information required by the certificate.

(d) **Sampling.** Sampling of chloride material may be required to validate certifications furnished by the Purchaser. When sampling is directed by the Forest Service, the actual samples will be taken by the Purchaser in the presence of the Forest Service representative. All

delivery and distribution equipment shall be constructed to permit sampling in conformance with AASHTO T-40 test procedure. Samples shall be obtained from hauling units just prior to application of the material.

**C5.316 - SNOW REMOVAL. (4/13)** Snow removal shall be done in a manner to preserve and protect the roads, to insure safe and efficient transportation and to prevent unacceptable damage to roads, streams, and adjacent lands.

A. Description. Snow removal work by Contractor shall include:

1. Removal of snow from entire width of road surface including turnouts.
2. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
3. Maintenance of drainage so that the drainage system will function efficiently and prevent erosion damage.

B. Performance. Snow removal shall be kept current and performed as often as necessary to insure safe and efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

1. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
2. During snow removal operations, banks shall not be undercut nor shall gravel or other surfacing material be bladed off the roadway surface.
3. Ditches and culverts shall be kept functional during and following road use.
4. Snow berms shall not be left on the running surface of the road. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained in them. Drainage holes shall be spaced as needed to obtain satisfactory surface drainage without discharge on erodible fills.
5. Dozers or skidders shall not be used to plow snow on system roads without written approval of Forest Service. If approved, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of two inches above the road surface.
6. Snow removal must be done in such a way as to protect surface water drainage structures and the road surface. Any damage from, or as a result of, Contractor's snow removal work shall be restored in a timely manner at Contractor's expense.

**C5.32# – ROAD MAINTENANCE DEPOSIT SCHEDULE (8/12).** 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 C5.31#.

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 are \$ **0.17** per **TON** for recurrent maintenance, and \$ **0.28** per **TON** for deferred maintenance.

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             |      |                 |

**C5.41# - CLOSURE TO USE BY OTHERS (3/07).**

**A. Closure of Roads During Period of Contract.** Unless otherwise agreed in writing between Contractor and Forest Service, Contractor shall within 15 days of receipt of notice from Forest Service, install closure devices listed below and close them on roads designated "To Be Closed" on Contract Area Map and listed below to effectively block access to vehicle traffic except that constituting official use. Installation of closure devices shall follow closure details attached hereto and made a part hereof.

Official vehicle traffic shall constitute that use by Contractor and his employees when engaged in contract activities. It shall also include administrative traffic by Forest Service, and other landowners for the administration of their lands. Contractor shall close road as directed by Forest Service at the completion of daily activities or maintain closure after passage of each vehicle. Forest Service will monitor and administer closure activities.

| CLOSURE DEVICES |          |              |                |                             |          |
|-----------------|----------|--------------|----------------|-----------------------------|----------|
| Road Number     | Location | Furnished By | Closure Method | Closure Device Installed By | In Place |

|        |         |    |      |    |     |
|--------|---------|----|------|----|-----|
| 1106F  | MP 0.01 | FS | GATE | FS | Yes |
| 1106I  | MP 0.02 | FS | GATE | FS | Yes |
| 1160   | MP 0.02 | FS | GATE | FS | Yes |
| 1160   | MP 2.90 | FS | GATE | FS | Yes |
| 9441   | MP 0.05 | FS | GATE | FS | Yes |
| 9442   | MP 0.03 | FS | GATE | FS | Yes |
| C5.102 | MP 0.01 | FS | GATE | FS | Yes |

During the life of this contract, Contractor shall install temporary barricades at locations designated "Temporary activity Barricade" on Contract Area Map and shown below. Temporary barricades shall be installed so that they may be readily opened by Contractor or Forest Service for access to Contract Area in case of fire or other emergency. Official vehicle traffic shall also include administrative traffic by Forest Service and other landowners for the administration of their lands. Contractor shall provide and post approved signs as authorized by Forest Service. Installation of Temporary Activity Barricades shall follow closure details attached hereto and made a part hereof.

During the period **January 01** to **December 31** when Contractor's Operations are in areas otherwise closed to motorized vehicles, Contractor shall not be permitted to hunt, transport hunters, discharge firearms or transport big game animals with vehicles within the closed areas.

#### **TEMPORARY ACTIVITY BARRICADES**

| <b>Road Number</b> | <b>Location</b> | <b>Closure Method</b> |
|--------------------|-----------------|-----------------------|
| 1106E              | MP 0.01         | 14 foot cattle gate   |
| 1106H              | MP 0.02         | 14 foot cattle gate   |

- B. Closure of Roads at End of Contractor's Use.** Unless otherwise agreed in writing between Contractor and Forest Service, upon completion of use, Contractor shall effectively close to public use the following roads designated "To Be Closed" on Contract Area Map and listed below. Existing locking closure devices shall be closed and locked as directed by Forest Service. As an element of final road maintenance and environmental or resource protection, the designated closure shall be accomplished by using the methods required for each road as described below:

| <b>Closure Location(s)</b> |                 |                       |                     |                 |
|----------------------------|-----------------|-----------------------|---------------------|-----------------|
| <b>Road Number</b>         | <b>Location</b> | <b>Closure Method</b> | <b>Furnished By</b> | <b>In Place</b> |
| 1106F                      | MP 0.01         | GATE                  | FS                  | Yes             |
| 1106I                      | MP 0.02         | GATE                  | FS                  | Yes             |
| 1160                       | MP 0.02         | GATE                  | FS                  | Yes             |
| 1160                       | MP 2.90         | GATE                  | FS                  | Yes             |
| 9441                       | MP 0.05         | GATE                  | FS                  | Yes             |
| 9442                       | MP 0.03         | GATE                  | FS                  | Yes             |
| C5.102                     | MP 0.01         | GATE                  | FS                  | Yes             |
| 1106E                      | MP 0.01         | Earthen Berm          | Contractor          | No              |
| 1106H                      | MP 0.02         | Earthen Berm          | Contractor          | No              |

**C6.10 - PREWORK CONFERENCE (10/04).** Annually, prior to commencement of work, a prework conference will be held to discuss contract terms and work performance requirements. Also at this meeting such things as responsibility under OSHA, and procedures for how undesignated timber that may have to be added to the contract (including danger trees) shall be discussed and documented.

The Contractor, or designated representative, will arrange for the meeting with the Contracting Officer.

**C6.23 - PROTECTION OF LAND SURVEY MONUMENTS (10/04).** Forest Service shall appropriately designate on the ground all known survey monuments including but not limited to horizontal control stations (Triangulation Stations), vertical control stations (Bench Marks), property corner monuments, and all Public Land Survey System monuments. This shall include reference monuments, corner accessories such as bearing trees, line trees and line posts. Identifying signs shall be posted by Forest Service on two sides of each known bearing tree and each line post shall be posted with a metal sign or decal. Line trees may be cut if designated under B2.3.

In authorized clearings such as Clearcutting Units and road construction clearings, and in other instances where damage to survey monuments, corners, corner accessories and survey of property

line markers is unavoidable, Forest Service shall arrange protective or perpetuative action which does not cause unnecessary delay to Contractor.

Contractor shall protect all known survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration or damage during Contractor's Operations. Additional monuments or objects discovered on the area shall be promptly reported to the other party and shall also be protected. If any known monuments, corners, corner accessories, and survey or property line markers are destroyed, obliterated or damaged during Contractor's Operations, Contractor shall employ a registered professional land surveyor to reestablish or restore at the same location the monuments, corners, corner accessories or line markers. Such surveyors shall use procedures and monumentation that accords 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 any applicable State statutes concerned with land surveys. Contractor's agent shall record such surveys in accordance with state survey statutes.

**C6.316# - LIMITED OPERATING PERIOD (5/05).** Except when agreed otherwise in writing, Contractor's Operations shall be limited as follows:

1. In units ALL, timber harvest shall be completed within 5 years of contract award to facilitate completion of stewardship items.
2. All temporary roads will be constructed and then obliterated within 2 years of implementation.
3. Hauling over FS 1106 road is prohibited until surfacing work associated stewardship Project D1 Road 1106 Surfacing is completed.
4. Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Purchaser pursuant to B2.2 and shall be presented for Scaling within the time period indicated in the following removal schedule. The number of days shown are consecutive calendar days when sale conditions allow for removal.

Failure to remove and present such timber for Scaling within the required time limits will be considered abnormal delay, subject to B3.47 Defect Caused by Abnormal Delay.

See removal schedule.

#### REMOVAL SCHEDULE

##### Included Timber

##### Time Limits

**ALL** Units and **ALL**

**90**

days after felling is initiated and, in each area

timber deck during  
construction clearing

authorized clearing under B2.32 constructed  
by Purchaser.

**C6.320# –RESERVE TREE PROTECTION (10/04).** Contractor shall protect reserve trees, described in C2.301#, from damage or destruction in Contractor's Operations. In the event reserve trees are damaged or destroyed by Contractor's Operations, such damage will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed and liquidated damages **\$35,000** for each **Douglas-fir** reserve tree and **\$N/A** for each **N/A** reserve tree damaged or destroyed in addition to amounts payable under B3.45 and B3.46.

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

#### **Attachment B6.33 08/2024**

#### **LOGGING AND MAINTENANCE OPERATIONS SIGNING STANDARDS**

All signs must be manufactured & installed as specified in the latest version of the FHWA "**Manual on Uniform Traffic Control Devices**" (MUTCD) and the FS publication "**Standards for Forest Service Signs & Posters**" (EM 7100-15).

#### **SIGN STANDARDS**

***SHAPE & COLOR:*** Generally, signs for logging and maintenance operations are considered temporary traffic control (TTC) and are either diamond-shaped or rectangular. All signs shall have a black legend and border on an orange retroreflective background unless shown otherwise. Hand-painted, homemade signs are not legal. Fluorescent paint is not reflectorized.

***SUBSTRATE:*** Sign substrate material may be High Density Overlay (HDO) Plywood, Aluminum, Fiberglass Reinforced Plastic, Corrugated Plastic or Roll-up Fabrics.

***SIGN SIZE:*** Sign size is a factor of speed and MUTCD & FS standards. Where conditions of speed, volume, or special hazard require greater visibility or emphasis, larger signs should be used. Minimum sizes for the most common signs can be found in Figure 4: Table 4-1. Refer to the EM 7100-15 and MUTCD for additional sign sizes.

***LEGEND:*** All lettering shall be minimum Series "C" alphabet, conforming to Standard Alphabets for Highway Signs. Letter size is also a function of speed - use letter size and

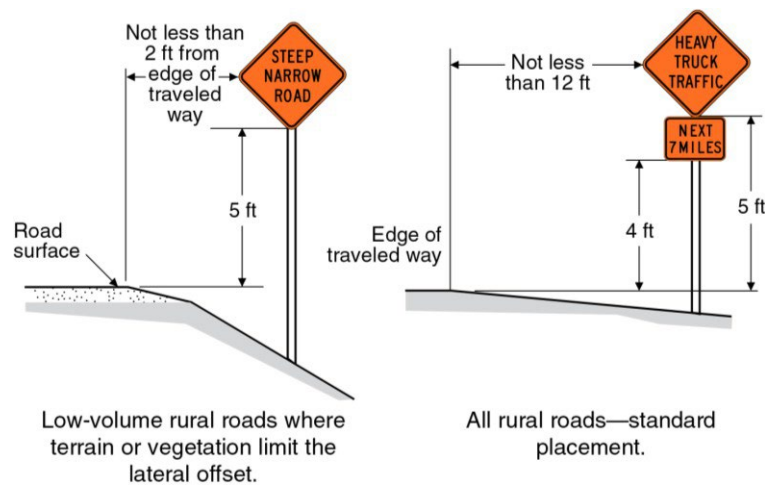


word messages as specified in MUTCD and EM- 7100-15.

## SIGN PLACEMENT

Signs are to be installed in locations as agreed to in the Traffic Control Plan. All signs are to be removed, covered, or folded when operations are not in progress or the sign message is not applicable. Signs should generally be located on the right-hand side of the roadway. When special emphasis is needed, signs may be placed on both the left and right sides of the road. Sign message shall be clearly visible to road users, mounted on posts or portable sign stands.

**Figure 1: Lateral offset and mounting height for warning signs on rural roads.**



## SIGN LOCATION

Signs must be located 100-500 feet prior to the temporary traffic control activity based on speed, (both ends of a through road) to warn traffic and allow for adequate perception and reaction time of the driver as listed in Figure 2: Table 4A.1 (EM7100-15). Minimum spacing will be agreed to in writing by the Sale Administrator or Engineering Representative.

**Figure 2: Table 4A.1 Recommended Spacing of Advance Warning Signs**

**Table 4A.1—Recommended spacing of advance warning signs**

| Speed limit or prevailing approach speed (mph) | Distance from the TTC activity area to the first sign and between subsequent signs in a series (feet) |
|--|---|
| 25 or less                                     | 100   |
| 30 to 45                                       | 350   |
| 45 to 50                                       | 500   |

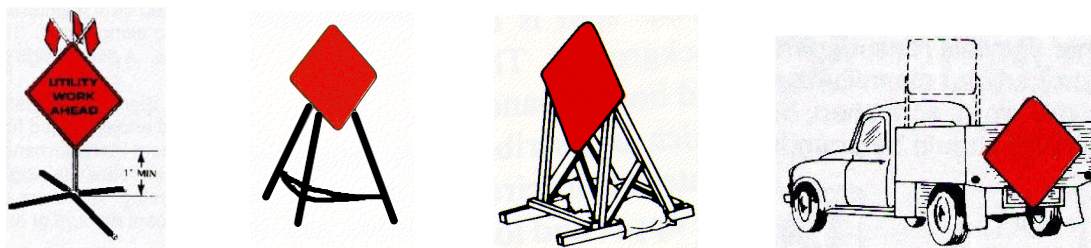
Refer to the MUTCD, chapter 6C for State and county highways and speeds greater than 50 mph.

### **SIGN SUPPORTS**

**POSTS:** Signs are to be mounted on separate posts. Supplemental signs such as Speed Advisory plates are to be mounted on the same post as the primary sign. ***Do not mount signs on trees or other signs.*** Posts may be wood, metal, carsonite or similar material and must meet breakaway standards if within the clear zone. Wood posts that are 4 inches by 4 inches or have a cross-sectional area of 24 square inches or smaller are considered to meet breakaway standards when installed in normal soil conditions.

**TEMPORARY/PORTABLE SUPPORTS:** Portable supports may be used for short-term, short-duration, and mobile conditions. MUTCD defines this time period as one work shift, 12 hours or less. All portable supports must meet MUTCD standards, including breakaway. These must be a minimum of 1 foot above the road surface or more if visibility requires it.

**Figure 3: Examples of Temporary/Portable Supports**



**SIGN SIZES**

Sign sizes are dependent on speed of the road and road type as shown in Figure 4: Table 4-1 (EM7100-15) of which a portion of the table is shown below. Larger signs may be used whenever necessary for greater legibility or emphasis.

**Figure 4: Table 4-1 Temporary Traffic Control Sign Sizes**

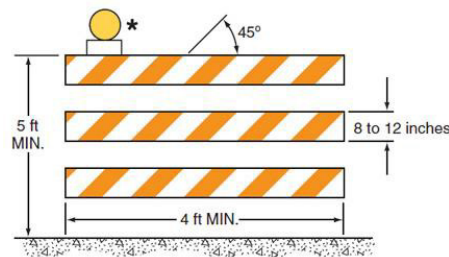
Table 4-1—Temporary Traffic Control sign sizes by road type

| Message or Symbol        | Sign code or series | Conventional road sign sizes (inches) | Low-volume roads                         |                                     |
|--------------------------|---------------------|---------------------------------------|--|-------------------------------------|
|                          |                     |                                       | Typical sign sizes (inches) = or >35 mph | Minimum sign sizes (inches) <35 mph |
| REGULATORY               |                     |                                       |  |                                     |
| TRAFFIC CONTROL POINT    | EM-3                | 30 x 24                               | 30 x 24                                  | 30 x 24                             |
| WARNING                  |                     |                                       |  |                                     |
| LOGGING OPERATIONS       | FW11-10a            | 36 x 36                               | 36 x 36                                  | 30 x 30                             |
| LOG TRUCKS               | FW11-10b            | 36 x 36                               | 36 x 36                                  | 30 x 30                             |
| LOG TRUCKS ENTERING ROAD | FW11-10c            | 36 x 36                               | 36 x 36                                  | 30 x 30                             |
| HEAVY TRUCK TRAFFIC      | FW11-10d            | 36 x 36                               | 36 x 36                                  | 30 x 30                             |

## BARRICADES

Type 3 barricades are used to close or partially close roads for TTC activities. Type 3 barricades are a minimum length of 48 inches with 6 stripes. Traffic control signs may be installed on Type 3 barricades. Refer to the MUTCD, section 6F.03. Typical signs installed on these barricades include:

- ROAD CLOSED, AREA CLOSED
- ROAD CLOSED TO THRU TRAFFIC
- LOCAL TRAFFIC ONLY
- DETOUR
- ONE WAY



Type 3 Barricade

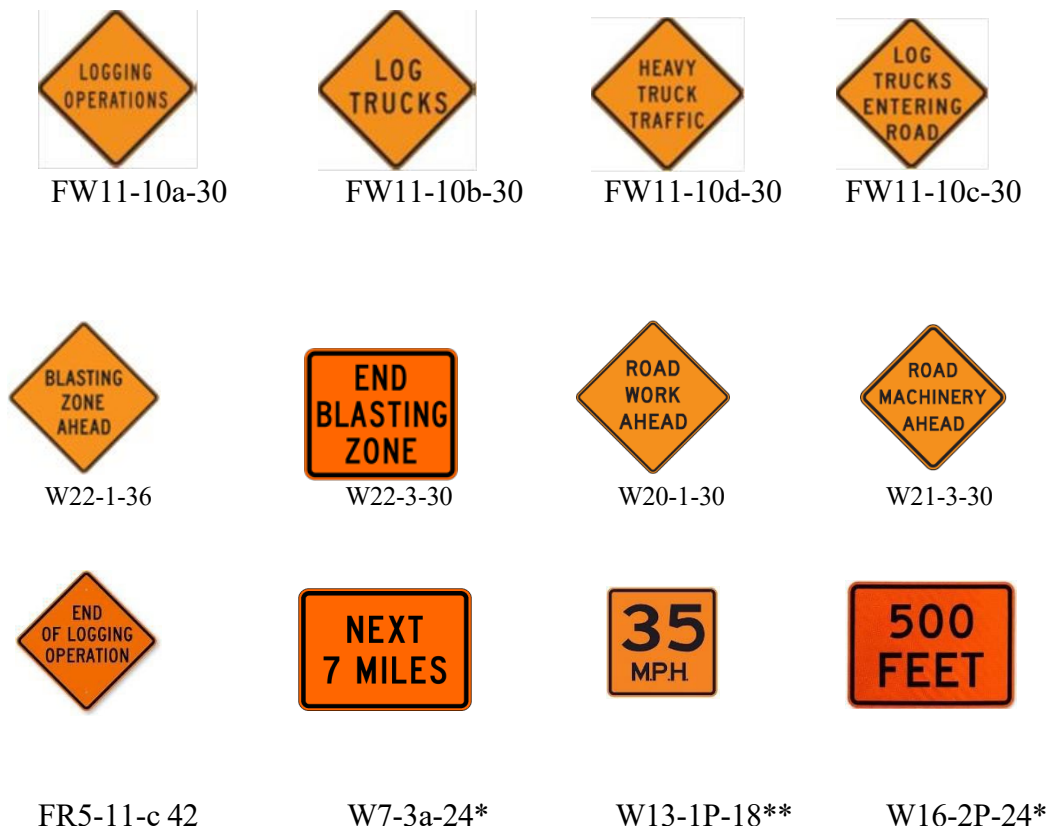
\*warning light  
optional

## TYPICAL SIGNS

The signs below are not a complete listing of signs that may be needed. The use of specific signs and their locations will be agreed to in writing by the Sale Administrator or Engineering.

Representative. Sign numbers are from MUTCD. An 'F' before the sign number indicates a Forest Service sign and the last number indicates sign size, generally in the horizontal direction. The sign sizes in the signs below are for low- volume roads with a speed of less than 35 mph. Larger signs may be used whenever necessary for greater legibility or emphasis.

**Figure 5: Typical signs that meet the intent of Timber Sale Contract Provision B(T)6.33, Safety**



\* Specify Distance

\*\* Specify Speed

**C6.332 - SAFETY (TIMBER HAULING) (1/18).** Contractor shall secure all products transported by truck with at least two chain or cable wrappers over the load, such wrappers being

securely fastened to effectively contain every bolt or log in at least two places, unless State Code safety standard specifies otherwise.

**C6.339 - ACCIDENT AND INJURY NOTIFICATION (4/05).** Contractor shall notify Forest Service of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over \$400 in value that occurs as a result of or is associated with Contractor's Operations.

Contractor shall notify Forest Service within 8 hours of any personal injury accident. For vandalism and personal property accidents, Contractor shall notify Forest Service at the same time notification is given to the state and local law enforcement authorities.

Contractor shall take all reasonable measures after an accident or vandalism event to preserve the scene of the incident and provide information to facilitate a Forest Service investigation.

The method of notification shall be agreed to in writing at the prework conference required by provision C6.10.

**C6.341 – PREVENTION OF OIL DISCHARGES. (7/22)** If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventative measures to ensure that any harmful discharge of such oil or oil products does not enter into or upon any navigable waters, adjoining shorelines, or other waters of the United States, as prescribed in 40 CFR 110. As soon as Contractor has knowledge that measures, as described in B6.34 fail to prevent a discharge into or upon navigable waters or adjoining shorelines of the United States, Contractor shall notify the Forest Service Representative the National Response Center and any other appropriate State agencies. In accordance with 40 CFR 110.6, all harmful discharges that occur as a direct or indirect result of Contractor's operations, regardless of whether such discharges are caused by Contractor's employees, agents, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor's Operations must be reported.

Harmful discharges of oil are those that violate applicable State water quality standards, cause a film or sheen on the water's surface, or leave sludge or emulsion beneath the surface of the water or adjoining shorelines regardless of the amount of material discharged (40 CFR 110.3). As such reporting is not triggered by the amount of the discharge but by the presence of the criteria prescribed in 40 CFR 110.3. Harmful discharges meeting the criteria in 40 CFR 110 must be reported by Contractor. Contractor shall take whatever initial action may be safely accomplished to control all reportable discharges. Appropriate actions include but are not limited to containment, sorbents or dispersants as needed or as prescribed by the Spill Prevention Control and Countermeasures Plan pursuant to 40 CFR 112. Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan pursuant to EPA requirements as stated in 40 CFR 112 when the following conditions are met:

(a) Contractor maintains above ground storage facilities, including mobile storage, for oil or oil products on the Contract Area and the total storage capacity for these products exceeds 1,320 gallons in either a single container of greater than 1,320 gallons, or in multiple containers of 55 gallons or greater, and

(b) there is a reasonable expectation that a harmful discharge could reach navigable waters of the United States, adjoining shorelines or other waters as prescribed in 40 CFR 112.

Reasonable expectation for a discharge reaching navigable waters is based on the location of the storage facility to streams, ditches, gullies, or permanent water bodies that could be impacted as well as drainage patterns, soil conditions, precipitation runoff and the volume of material potentially spilled. The SPCC Plan shall outline measures which will prevent discharges from reaching navigable waters, adjoining shorelines, or other waters of the United States. According to §112.1(d)(1)(i), the determination of reasonable expectation for a harmful discharge must be based solely upon consideration of the geographical and locational aspects of the facility. If a Contractor makes a determination that, due to the location, the facility cannot reasonably be expected to discharge oil as described in §112.1(b), Contractor should be prepared to provide the rationale and any supporting documentation, if requested by the Contracting Officer, that explains why the facility does not have an SPCC Plan.

**C6.351# - WASHING EQUIPMENT (1/18).** In order to prevent the spread of noxious weeds into the Contract Area, Contractor shall be required to clean all logging equipment and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks and cars prior to entry on to the Contract Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the Forest Service will be allowed to operate within the Contract Area. All subsequent move-ins of equipment to the Contract Area shall be treated in the same manner as the initial move in.

Contractor shall employ whatever cleaning methods are necessary to ensure that all logging and construction equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

In order to prevent the spread of noxious weed species **WITHIN** the Contract Area, Contractor shall be required to clean all logging and construction equipment that operates in **CONTRACT AREA** prior to the equipment leaving **N/A**. Contractor and Forest Service shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any.

Unless otherwise agreed, Contractor shall give the Forest Service at least 24 hours' notice when equipment is ready for inspection. Notification will include an agreed upon location where the equipment will be available for inspection by the forest service.

New infestations of noxious weeds, of concern to Forest Service and identified by either Contractor or Forest Service, on the Contract Area or on the haul route, shall be promptly reported to the other party. Contractor and Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

**C6.4# - CONDUCT OF LOGGING (1/18).** Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

| <b><u>Cutting Unit</u></b>      | <b><u>Conduct of Logging</u></b>   |
|---------------------------------|--|
| <b><u>ALL</u></b>               | Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.   |
| <b><u>ALL</u></b>               | Contractor and Forest Service will agree on felling lead at the time of approval of tractor roads, skid trails and skyline corridors (all skidding and yarding methods).                                   |
| <b><u>ALL</u></b>               | Trees designated for cutting and/or logs will be left as rub trees along skid trails (all skidding and yarding methods) as needed to protect young growth and leave trees.                                 |
|                                 | <b><i>Tractor Units</i></b>  |
| <b><u>ALL Tractor Units</u></b> | The location of tractor skid trails shall be designated on the ground by Contractor and approved by Forest Service in advance of falling.  |
| <b><u>ALL Tractor Units</u></b> | Logs shall be tractor skidded with the leading end free of the ground.   |
| <b><u>ALL Tractor Units</u></b> | Tractors shall be restricted to approved tractor roads and skid trails.  |
| <b><u>ALL Tractor Units</u></b> | Tractor roads and tractor skid trails shall be no less than <b>80</b> feet apart, except where converging.   |
| <b><u>ALL Tractor Units</u></b> | Skidding shall only occur during dry soil conditions as determined by the Forest Service.<br><br><b>OR</b><br><br>Tractor Skidding is allowed only over <b>12</b> inches of settled snow or frozen ground. |
|                                 | <b><i>Cable/Skyline Units</i></b>  |
| <b><u>All Skyline Units</u></b> | The location of all skyline corridors shall be designated on the ground by Contractor and approved by Forest Service in advance of falling.  |
| <b><u>ALL Skyline Units</u></b> | Where topography will permit, skyline corridors shall be spaced not less than <b>100</b> feet apart nor more than <b>150</b> feet apart at the point of widest divergence within the cutting unit.         |
| <b><u>ALL Skyline Units</u></b> | Except for lateral yarding, logs shall be yarded with the leading end free of the ground.  |

|                                 |   |
|---------------------------------|---|
| <b><u>ALL Skyline Units</u></b> | Skyline corridors shall have only those trees cut that are necessary to allow the safe free passage of the carriage and turn of logs. |
|---------------------------------|---|

**C6.406# - SITE CONDITION (7/20).** Unless otherwise agreed in writing, the following site condition is required:

Where unmerchantable material is available, Contractor will leave a minimum of 7 and a maximum of 33 tons per acre of unmerchantable material over 4 inches in diameter on the small end scattered, as much as practical throughout the following unit(s).

| Cutting Unit                    | Existing Site Condition |
|---------------------------------|-------------------------|
| <b>25</b>                       | <b>25 Tons/Acre</b>     |
| <b>28 (Tractor Portion)</b>     | <b>11 Tons/Acre</b>     |
| <b>29</b>                       | <b>18 Tons/Acre</b>     |
| <b>30</b>                       | <b>27 Tons/Acre</b>     |
| <b>31 (Tractor Portion), 32</b> | <b>38 Tons/Acre</b>     |

Unmerchantable material consist of existing down material and/or boles or portions of trees NOT meeting Product specifications as listed in A2 of the contract.

Unless otherwise agreed in writing, in Ground Based Cutting Units N/A, the following is required:

If the minimum per acre leave requirement for unmerchantable material as specified above is not met, the Contractor shall, where available, return unmerchantable material from the landing area and disperse this material within the cutting unit as directed by Forest Service.

Unless otherwise agreed in writing, in Skyline, ORSY and Ground Lead Cutting Units N/A, the following is required:

If the minimum per acre leave requirement for unmerchantable material as specified above is not met Contractor shall remove limbs and tops prior to yarding as directed by the Forest Service

**C6.43# - OFF ROAD SKYLINE YARDER / SWING. (1/18)**

In Cutting Unit(s) 06 & 24 designated “**ORSY**” on the Contract Area Map, Yarding of Included Timber shall be done with an Off Road Skyline Yarder capable of traveling on slopes less than 35 percent.

Portions of cutting unit 07, 19, 23, 27 and 28 identified with a logging system break and designated “**ORSY**” on the Contract Area Map require yarding of Included Timber with an Off Road Skyline Yarder capable of traveling on slopes less than 35 percent. Logging system breaks are identified on-the-ground with N/A flagging.



Off-road skyline yarders must be capable of skyline yarding distances up to **800** feet. Except for lateral yarding, logs shall be yarded with the leading end free from the ground.

The skyline logging system shall provide for lateral yarding distances up to **75** feet. The carriage must maintain a fixed position on the skyline while lateral yarding. During the lateral yarding phase, logs shall be yarded along a path, which minimizes damage to residual trees. Skyline corridors shall be located and approved in advance of felling.

A tractor swing is required to move the logs from the log landing to the road. Tractors used to swing logs must be capable of skidding logs uphill on slopes up to 20 percent and downhill on slopes up to 35 percent with the leading end of the log suspended above the ground.

Off Road Skyline Yarder trails and associated tractor swing trails shall be located and approved in advance of felling. Off Road Skyline Yarders shall be restricted to approved machine trails.

**C6.6 - EROSION PREVENTION AND CONTROL (10/04).** Unless otherwise agreed in writing, Contractor shall complete erosion prevention and control work required in section B6.6, including Streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

Designation of on the ground work shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground.

During periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Contractor shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

When operations are active outside the Normal Operating Season defined in A.16, erosion control work will be kept current and will be completed as soon as practicable.

**C6.601# - EROSION CONTROL SEEDING (7/20).** Following completion of skidding and yarding operations in an area, Contractor shall seed and fertilize all exposed areas of raw soil on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of National Forest system roads scheduled for stabilization by Contractor after operations. Special Provision **C5.419# - SYSTEM ROAD STABILIZATION** contains a list of the roads requiring seeding and fertilizing.

Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed or as specified in Special Provision **C6.633# - TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION.**

Seed and fertilizer shall be spread evenly at the rate of **27** pounds of seed and **N/A** pounds of fertilizer per acre. When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Application shall be during the period **June 15** to **October 15** and under the above specified conditions unless otherwise approved.

Unless otherwise agreed, the kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

| Species of Seed     | PLS Pounds per Acre |
|---------------------|---------------------|
| Annual Rye          | 8                   |
| Idaho Fescue        | 1                   |
| Blue Wild Rye       | 6                   |
| Slender Wheat Grass | 5                   |
| Mountain Brome      | 7                   |

Contractor shall provide to the Forest Service:

1. Blue tags, or copies of blue tags from each seed lot used in the specified mix. Only certified, blue-tagged seed shall be used. The blue tag represents a field certification and serves as evidence of the genetic purity and varietal identity of the seed contained in the seed lot .
2. Labels which indicate the percentage composition of the various species in the seed mix.
3. Copies of Seed Analysis Reports from a certified seed analyst for each seed lot used in the specified mix. Contractor will obtain this report from the seed provider. Seed Analysis Reports must include at a minimum, content of any noxious and regulated weed seeds listed on the current "State of **IDAHO** Noxious Weeds and Regulated Plants List". Only after the Forest Service has verified that this report indicates the seed does not contain any weeds on the current "State of **IDAHO** Noxious Weeds and Regulated Plants List", will the seed be accepted and used.

Unless otherwise agreed, the following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

| Type of Fertilizer | Pounds Per Acre |
|--------------------|-----------------|
| N/A                | N/A             |

**C6.632# - TEMPORARY ROAD AND TRACTOR ROAD OBLITERATION (2/02).**

Notwithstanding the provisions of B6.63 and B6.65, unless otherwise agreed, temporary roads accessing **ALL** (all units) or Cutting Unit(s) **N/A** and tractor roads within **ALL** (all units) or Cutting Unit(s) **N/A** constructed for use with this sale shall be obliterated after they have served

the Contractor's purpose. Obliteration shall consist of recontouring road prism including all cut and fill slopes to natural ground contour. Equipment will not be permitted to operate outside the clearing limits. In addition, from 7 to 33 tons per acre of clearing or logging slash, stumps or other woody debris shall be placed and scattered uniformly on the top of the recontoured corridor.

**C6.633# - TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION (2/02).** Unless waived in writing by the Forest Service on specific roads, skid trails/skid roads or landings, all landings, skid trails/skid roads, and Temporary Roads constructed or used by Contractor shall be scarified by the Contractor following use.

Scarification shall span the width of the compacted areas and shall be done to a depth of not less than 6 inches, but not to exceed a depth of 14 inches, and must effectively prepare the ground for seeding.

Scarification shall be done during the period June 15 to October 15 unless otherwise approved. No scarification work shall be done during wet weather or when the ground is frozen or otherwise unsuitable.

**C6.661 - CURRENT OPERATING AREAS (10/04).** Unless waived in writing by Forest Service, Contractor shall remove accumulations of slash and logging debris in operating areas from system roads prior to the end of Normal Operating Season. Slash and logging debris in excess of three (3) feet in length and three (3) inches in diameter shall not remain on backslope, in ditches, or on traveled way, shoulders or turnouts. Debris shall be scattered downslope from the roadbed, avoiding any concentrations. When weather permits operation after Normal Operating Season, Contractor shall keep such work on any additional disturbed areas as current as practicable.

**C6.7# - HAZARD REDUCTION AND SITE PREPARATION (4/21).** Contractor's timing of product removal, hazard reduction and site preparation shall not unnecessarily delay Forest Service slash disposal, site preparation or reforestation. Contractor shall perform hazard reduction and site preparation work in accordance with the Hazard Reduction and Site Preparation Plan and Map which are attached hereto and made a part hereof. Such work is in addition to Required Deposits for slash disposal.

### **HAZARD REDUCTION AND SITE PREPARATION PLAN**

#### **GENERAL**

Unless otherwise stated below, "Logging Slash" consists of material created by Contractor's Operations directly related to the removal of included timber.

Slash disposal shall be kept current and completed in each cutting unit as stated below, unless

otherwise agreed to in writing.

Annually, prior to start of logging, Contractor shall submit a supplement to the Plan of Operations for Forest Service approval that shall include a schedule for completion of slash treatment on the various portions of the sale area. This schedule may be included as part of the annual Operating Schedule. Contractor shall submit a revised schedule when Contractor proposes a significant deviation from the progress schedule.

In cutting units in which utilization is accepted between July 16th and September 30th, slash disposal work including all specified slashing shall be completed by October 31st of the same year.

In cutting units in which utilization is accepted between October 1 of the previous year and July 15<sup>th</sup> of the current year, slash disposal work shall be completed by October 31st of the current year. However, any specified slashing shall be completed by July 31st of the current year.

#### UNIT SPECIFIC

| <b>Slash Treatment Methods:</b>                          | <b>Specifications:</b>   |
|--|--|
| <b>Slash Throwback</b><br><u>Cutting Units ALL</u>       | Contractor shall move all logging slash <b>4</b> inches diameter or larger at the large end created outside of the cutting unit boundary by Contractor's operations to locations at least <b>15</b> feet within the boundaries of the cutting units.   |
| <b>Clean System Roads</b><br><u>Cutting Units ALL</u>    | Contractor shall dispose of all logging slash created within the clearing limits of system roads. Slash shall be piled for later burning within the right-of-way clearing unless an alternate method of slash disposal is agreed to in writing. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be of a size and location which will not impair road use.  |
| <b>Fell Damaged Residual</b><br><u>Cutting Units ALL</u> | Contractor shall fell all species over <b>2</b> feet in height not meeting minimum diameter specifications for Included Timber and damaged beyond recovery by Contractor's Operations. Such trees shall be limbed, and stems bucked into lengths shorter than <b>15</b> feet. Stumps shall not exceed <b>6</b> inches in height from ground surface as measured on the uphill side and shall be cut flat. Trees shall be completely severed from the stump leaving no live limbs on the stump. Tops, stems and limbs will not extend over <b>30</b> inches in height above the ground. |
| <b>Whole Tree Yarding</b><br><u>Cutting Units ALL</u>    | Whole trees shall be skidded or yarded to landings. Contractor shall leave tops and limbs of felled trees attached to Included Timber.   |
|  |  |

**C6.71 - CHANGE IN SLASH TREATMENTS (3/90).** Slash treatment measures required in accordance with the Hazard Reduction and Site Preparation Plan and Map may be changed upon written agreement. The Forest Service shall determine the current cost of performing the work to be deleted and the work to be added. When the cost of work deleted exceeds the cost of work added, the agreement shall provide for a lump sum payment to the Forest Service for the amount of the difference.

**C6.753 - TEMPORARY ROAD CONSTRUCTION SLASH DISPOSAL (10/82).** Unless agreed otherwise in writing, Temporary Road slash shall be disposed of or treated in accordance with the following:

- A. All timber within the road clearing limits which contains a product meeting the minimum piece specifications stated in A2 shall be felled (not pushed over) and bucked in advance of road construction. All timber shall be felled within the clearing limits whenever it is feasible to do so.
- B. Timber within the clearing limits not meeting minimum piece specifications in A.2 and other debris from the clearing and grubbing operations more than three (3) inches in diameter and three (3) feet in length shall either be (a) utilized and removed from Contract Area, (b) burned within the right of way, (c) removed to designated locations shown on Contract Area Map for burying or later burning, (d) buried, (e) processed through a chipping machine, (f) scattered in such a manner as to avoid concentrations of slash and without damaging other trees or resource values, (g) decked, or (h) a combination thereof.
- C. All material to be treated or disposed of shall be bucked into lengths not to exceed 20 feet before being piled or buried.
- D. If debris is to be burned, burning shall be complete and shall be done at such times and in a manner approved in writing by Forest Service. Residual construction slash from burning shall be buried, scattered or removed to agreed locations.
- E. Debris to be buried shall be placed in prepared holes, benches, or trenches at agreed locations and covered with not less than two (2) feet of native soil or rock. Slash and debris may be buried in the roadway providing hauling can be supported and providing there is little probability or hazard of slope failure.
- F. If debris is to be chipped, the chips shall be spread over the surface of the ground in such a manner that their loose depth does not exceed six (6) inches. Chips may be mixed with soil within roadway.
- G. Slash and debris may be scattered in those situations where the volume of slash or residual slash is relatively light and the adjacent stands of timber are sufficiently open to accommodate the scattering without damage.

H. If material is decked, logs not meeting Utilization Standards that are six (6) inches or more in diameter shall be bucked into lengths not to exceed 32 feet and piled at agreed locations.

**C6.801 - SCALING (NON-SAWTIMBER) (7/20).** A Non-sawtimber log, is a log meeting or exceeding minimum specifications in A2 for Non-sawtimber and shall be any log or portion of a tree, except western red cedar, dead or alive, not meeting Sawtimber Product specifications shown in A2 and either:

- 1) Contain at least 50 percent pulpable wood in terms of gross cubic volume. Normal Sawtimber scaling defects such as stain, shake, checks, crook, sweep, burls, knot clusters, pitch, worm holes, and firm rot are considered pulpable. Fire char is not considered pulpable. Defective logs that will break up under normal debarking operations are not considered pulpable.
- 2) Can be converted into other products such as fuelwood, posts, poles, rails and house logs. Defective logs that will break up under normal delimbing and loading operations and that cannot be hauled using industry standard log truck configurations are not considered merchantable.

Final piece, log, or load volume shall be in terms of gross cubic feet.

When Non-sawtimber logs are manufactured and marketed in shorter minimum piece lengths than shown in A2, this shorter log shall be considered as meeting Utilization Standards.

**C6.804 - SCALING CEDAR PRODUCTS (10/04).** A cedar product log shall be a western redcedar log, or portion thereof, not meeting minimum sawlog specifications as shown in A2.

A product log or piece must meet the following specifications:

| Net Useable End |                    | Minimum Net             |                |
|-----------------|--------------------|-------------------------|----------------|
| Minimum Length  | Area in % of Gross | Minimum Diameter        | Volume         |
| 10' 3"          | 20                 | 8.0" (44 square inches) | 4.0 cubic feet |

A minimum shell or soundwood thickness of 4.5 inches must be present in logs or portions of logs in order to be suitable for cedar products. Useable end area must contain sound material in units of at least 4.5 inches by 4.0 inches in end area.

Logs purposely cut in shorter lengths shall be measured and paid for.

Final piece, log or load volume shall be in terms of net cubic feet.

**C6.822- PRESENTATION FOR WEIGHT SCALING (08/24)** To facilitate the requirement of B6.82 that loads be presented so that they may be scaled in an economical and safe manner, and to aid in the accountability requirements of C6.840 or C6.848, Purchaser, unless otherwise agreed in writing, shall:

A. All felled Included Timber meeting Utilization Standards in A2, shall be scaled within 90 days of felling.

B. Utilize scales that meet the standard for commercial vehicle scales defined in the National Bureau of Standards Handbook 44, current edition.

C. Weigh all loads on scales currently certified by the State in which weighed. Scales must have a current inspection tag or seal posted which shows the date of the most recent test by the State weights and measures agency. No load shall be presented for weighing that weighs more than the certified capacity of the scales in use. Each load shall be weighed according to the *Instructions for Load Weighing and Accountability* posted at the weighing facility, with the gross and tare weights stamped and recorded by an automatic recording device on the scales. Loads shall be weighed in sequence, with the gross weight obtained first and the tare weight printed within two (2) hours of unloading. In addition to the gross and tare weights, Purchaser shall record the following information on each weight slip:

- a. Sale name
- b. Load Removal Permit number
- c. Date and time weighed

D. Maintain load accountability from the Sale Area to point of weighing. In so doing, the load of products shall remain intact while in transit. Products accidentally lost in transit shall be promptly identified by Load Removal Permit number and sale designation. Purchaser shall, within 48 hours, load out such lost products and present them for weighing or make other arrangements acceptable to Forest Service. Unless otherwise agreed, off-loaded logs will not be stored at State weigh station sites. Logs will be off-loaded onto an empty truck and will have a log load removal permit attached before proceeding from the weigh station. Purchaser is required to notify the Forest Service before off-loading of logs occurs. Off-loaded logs will be delivered immediately to the designated weight scales.

E. Clearly and legibly paint the last three digits of the Load Removal Permit number in **BLACK** paint on the back end of at least three (3) logs of every load transported from the Sale Area.

**C6.823 - VOLUME DETERMINATION. (4/13)** Volume determination shall be based on Weight Measurement unless otherwise agreed. Products shall be weighed on certified scales at locations approved by Forest Service. The weight slip, showing sale name, Load Removal Permit number, date and time weighed, and the gross and tare weights, shall be attached to the Scaler Permit and placed in the location(s) designated by the Forest Service.

In the event of weight scale equipment breakdown or suspension of use for other reasons, hauling shall be suspended until Contractor and Contracting Officer agree to an alternate weighing location.

If Scaler Permits and/or weight slips are not provided for any reason, Forest Service shall use data from the records during the period in which loss occurred to determine weight of load(s). The weights of such load(s) shall be deemed equal to the load with the heaviest net weight presented during the payment period in which the loss occurred.

Payment for lost products may not be required if Forest Service determines that the weight of such lost products involved is small and justified by existing conditions.

**C6.841 - Route of Haul (Option 1).** (7/22) As part of the annual Operating Schedule, Contractor shall furnish a map showing and designating the route of haul over which unscaled products will be transported from Contract Area to the approved Scaling location. A written description of the haul route will not be accepted as a substitute for a map. Such designated route of haul shall be the most economical haul route available between the points. The estimated average haul time from the Contract Area to the approved scaling location shall be documented on the map showing the route of haul.

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 in reaching Scaling location by more than 12 hours past the estimated average haul time documented on the map showing the route of haul.

Contractor shall require truck drivers to stop, if requested by Forest Service, for accountability checks when products are in transit from Contract Area to the designated Scaling location.

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

**C6.848 - WEIGHT ACCOUNTABILITY FOR SPLIT PRICING (3/12).**

Products sold on a basis other than single price for all products shall be accounted for as follows:

A. Requirements Applicable to Contractor's Accountability Obligations:

- a. Where Contractor's product accountability responsibilities are concerned, all operations performed by Contractor's employees, agents, contractors,



subcontractors, their employees or agents, Contractor's obligations shall be the same as if performance is by Contractor.

- b. Contractor shall sort and deck separately the sawtimber and non-sawtimber products at the landing. The non-sawtimber products shall remain on the landing until released for hauling and weighing by the Sale Administrator.

B. Requirements Applicable to Product Removal Book:

1. Forest Service:

- a. Forest Service will issue to Contractor or designated representative(s) serially numbered Product Removal Permit Books for sawtimber products for use only on this sale. Product Removal Permit Books whether used or unused are accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with instructions contained on the inside cover of each book.
- b. The Product Removal Permits for non-sawtimber products will be issued by the sale administrator as needed to haul these products and are accountable property of the Forest Service. The non-sawtimber products will not be hauled until inspected and released by the sale administrator.

2. Contractor shall require:

- a. All permits be filled out in ink by an individual named in writing other than the truck driver and be attached to load before products are hauled from immediate vicinity of or adjacent to location where loading is done showing date loaded, brand, sale name, and destination where products will be weighed. Permits shall be attached in accordance with instructions on inside cover of Product Removal Permit Book.
- b. Before Sawtimber products are hauled, truck driver will sign legal signature in ink on Woods Permit.
- c. Contractor's Representative or other designated representative will sign legal signature in ink on Woods Permit for non Sawtimber products at time the permits are issued by the sale administrator.
- d. Contractor shall assure that all used Scaler Permits are deposited in accordance with procedures established by the Forest Service.

C. Requirements Applicable to Weight Slips:

1. Contractor shall assure that:

- a. All products removed are presented for weighing at agreed to locations and that gross and tare weights are obtained on certified scales.
- b. That weight slips are attached to proper Scaler Permit and deposited in accordance with procedures established by the Forest Service.

**C6.9# – STEWARDSHIP PROJECTS (9/04).** Performance of stewardship projects shall be in accordance with the following specifications.

| <b>Mandatory Stewardship Projects</b> |                               |                        |                  |
|---------------------------------------|-------------------------------|------------------------|------------------|
| <b>Project Number</b>                 | <b>Project Description</b>    | <b>Unit Of Measure</b> | <b>Quantity</b>  |
| <b>A1</b>                             | Invasive Plant Control        | Miles                  | 18.68            |
| <b>C</b>                              | Fuels Treatment               | ////////////////       | //////////////// |
| <b>C1</b>                             | Landing Cleanup               | Acres                  | 18.60            |
| <b>C2</b>                             | Machine Piling                | Acres                  | 34.4             |
| <b>C3</b>                             | Machine Fire Line/Fuel Break  | Chains                 | 22               |
| <b>C4</b>                             | Hand Fire Line/Fuel Break     | Chains                 | 157              |
| <b>C5</b>                             | Slashing                      | Acres                  | 30.9             |
| <b>D</b>                              | Road 1106 Surfacing           | ////////////////       | //////////////// |
| <b>15101</b>                          | Mobilization                  | Lump Sum               | 1                |
| <b>30115</b>                          | Aggregate Surface Source      | Cubic Yards            | 5840             |
| <b>30315</b>                          | Roadway Conditioning          | Miles                  | 0.62             |
| <b>E</b>                              | Equipment Rental              | ////////////////       | //////////////// |
| <b>E1</b>                             | Hydraulic Excavator Rental    | Hour                   | 1                |
| <b>E2</b>                             | Mobilization Excavator Rental | Hour                   | 1                |
| <b>E3</b>                             | Dump Truck Rental             | Hour                   | 1                |
| <b>E4</b>                             | Grader Rental                 | Hour                   | 1                |

**C7.2 - NORMAL PRECAUTIONS (4/24).** Specific fire precautionary measures are set forth below. Upon request of Forest Service, Purchaser shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. Purchaser shall promptly remedy deficiencies found through such inspecting and testing.

The following requirements specified by the state of **IDAHO** shall apply during the period stated in A12 and during other such periods as specified by Forest Service.

## **STATE OF IDAHO REQUIREMENTS**

### **1. INCORPORATION BY REFERENCE.**

Spark Arrester Guide – General Purpose and Locomotive (GP/Loco), Volume 1, September 2012, 1251 1809-SDTDC as revised and updated.

Spark Arrester Guide – Multiposition Small Engine (MSE), Volume 2, August 2012, 1251 1808- SDTDC as revised and updated.

Spark Arrester Guide – Off- Highway Vehicles (OHV), Volume 3, April 2012, 1251 1805- SDTDC as revised and updated.

## 2. DEFINITIONS

**Block:** A piece of logging equipment where steel rope or cable is actively turning the block's pulley and used as part of a cable logging/yarding system for the specific purposes of establishing tail hold anchor points, intermediate support of main lines, or carriage haul-back capability for the purposes of yarding or hauling of logs to a log landing for transportation to a mill or processing facility.

**Cable or Cable Assisted Logging:** A harvest system for felling or yarding of forest product materials consisting of the use of a cable assisted harvester or the use of a yarder, spar tree, or intermediate support with motorized or non-motorized carriage to transport logs to the landing for further processing purposes.

**Metal Tracked Harvester:** Any machine with metal tracks used to fall, bunch or process trees into forest products at the stump.

**Serviceable:** In good working order and fully functioning to perform the primary job intended for extended periods of time.

## 3. SPARK ARRESTERS.

Requirements. Steam or internal combustion engines must be equipped with properly installed, maintained, and effectively working spark arresters that comply with the standards set forth in the San Dimas Technology and Development Center's "Spark Arrester Guide(s)."

Exemptions. The following are exempt from the requirements:

- a. Turbo-charged internal combustion engines in which one hundred percent (100%) of the exhaust gases pass through the turbo-charger.
- b. Engines of passenger-carrying vehicles and light trucks, equipped with baffle-type muffler and tailpipe through which all exhaust gasses pass, that are kept in good repair.
- c. Engines of heavy-duty trucks equipped with a vertical exhaust stack and muffler extending above the cab of the vehicle.
- d. Engines of water pumping equipment used in firefighting.

e. Engines of helicopters and other aircraft.

#### 4. FIRE TOOLS AND FIRE EXTINGUISHERS.

Basic Fire Cache. Purchaser will have available for firefighting purposes the number of tools and tool boxes set forth in Table 1. Purchaser's Operations having more than ten (10) people must use multiples of any of the columns in the table to arrive at a tool distribution equal to or in excess of the number of people in the Purchaser's Operations

TABLE 1

| People in Operation                | 2 - 5 | 6 - 8 | 9 - 10 |
|------------------------------------|-------|-------|--------|
| Tool Box                           | 1     | 1     | 1      |
| Shovels                            | 2     | 4     | 5      |
| Pulaskis                           | 2     | 4     | 4      |
| 5 gallon pump cans or bladder bags | 1     | 1     | 2      |

a. The tool boxes must be clearly marked "FOR FIRE USE ONLY"; and the tools required must be in a location immediately accessible for firefighting purposes, maintained in a serviceable condition and be fully functional at the time of deployment.

b. Warming Fires or Campfires. Except when in designated developed campgrounds or when traveling as a pedestrian, all persons or parties igniting warming fires or campfires will be equipped with the following:

- i. One (1) serviceable shovel at least twenty-four (24) inches in overall length with six (6) inch or wider blade.
- ii. One (1) water container, capacity one (1) gallon or more.

c. Power Equipment. Each unit of mobile or stationary power equipment other than portable power saws, trail bikes, motorcycles, all-terrain vehicles and similar type vehicles operating must be equipped with a minimum of one (1) chemical fire extinguisher rated by the Underwriters Laboratory as not less than 4-BC and a minimum capacity of 2.5 lbs.

d. Portable Power Saw. Any person using a portable power saw must have the following immediately available for the prevention and suppression of fire:

- i. A fully charged operable fire extinguisher of at least eight (8) ounce minimum capacity.
- ii. A serviceable round-pointed size zero (0) or larger shovel.

## 5. WATER SUPPLY AND EQUIPMENT.

Purchaser's Operations using a cable logging system or a metal tracked harvester during the period of July 1st through September 30th annually must provide the following water supply and fire suppression equipment in the Sale Area at an agreed to location.

### a. Water Supply.

- i. The water supply must consist of a self-propelled motor vehicle or trailer equipped with a water tank containing not less than two hundred (200) gallons of water.
- ii. Trailers used for this purpose will be equipped with a functional hitch attachment and have a serviceable tow vehicle immediately available to provide for timely fire suppression response.

### b. Water Delivery.

- i. Water pump. The size and capacity of the water pump must be sufficient to provide a discharge of not less than twenty (20) gallons per minute when pumping through fifty (50) feet of hose of not less than three quarter ( $\frac{3}{4}$ ) inch inside diameter with an adjustable nozzle at pump level.
- ii. Hose and nozzle. At least five hundred (500) feet of serviceable hose of not less than three quarter ( $\frac{3}{4}$ ) inch inside diameter and a nozzle.

### c. Readiness.

- i. All hose, motor vehicles, trailers, tanks, nozzles and pumps will be kept ready for immediate use during active operations, including fire watch service as set forth in this provision.
- ii. The water supply, pump, a minimum of two hundred (200) feet of hose packaged in a suitable manner for immediate deployment, and the nozzle will be maintained as a connected, operating unit ready for immediate use.

## 6. FIRE WATCH SERVICE.

Purchaser's Operations that are conducted within a Stage 2 proclamation area must provide Fire Watch Service on the Sale Area.

### a. Duties and Requirements. Fire Watch Service consists of at least one (1) person who:

- i. Is constantly on duty for three (3) hours after all power-operated equipment has been shut down for the day.

- ii. Visually observes the operating area where Purchaser's Operations occurred during the day.
- iii. Has adequate equipment for transportation and communications to summon fire-fighting assistance in a timely manner; and
- iv. Immediately responds to fires as required in B7.3 Fire Control, and to initiate such fire suppression actions to suppress the fire within the scope of their knowledge, skills and abilities.

## 7. CABLE OR CABLE ASSISTED LOGGING.

The following practices and equipment are required when conducting cable logging operations.

- a. Clear the ground of all flammable debris for not less than ten (10) feet slope distance from the point directly below any block.
- b. Prevent moving lines from rubbing on rock or woody material in such a way to cause sparks or sufficient heat that may cause fuel ignition.
- c. Provide a water supply that complies with the capacity, pump, hose, nozzle and readiness requirements set forth in item 5. Water Supply and Equipment.
- d. Provide at each block:
  - i. One (1) pump equipped can or bladder containing not less than five (5) gallons of water; and
  - ii. One (1) round pointed size zero (0) or larger shovel in a serviceable condition

## 8. BLASTING.

Fuse or prima cord shall not be used unless authorized in writing by Forest Service, with special precautions stated.

## 9. SMOKING.

Smoking shall not be permitted within logging operations except on surfaced or dirt roads, at landings, within closed vehicles, in camps or at other posted places. Smoking shall not be permitted while working or traveling on foot, within or through Sale Area.

## 10. PRECAUTIONS FOR WOOD STOVES

Stovepipes on all temporary buildings, trailers, and tents using wood-burning stoves shall be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger

than 5/8 inch. All stovepipes, inside and out, shall not be closer than two (2) feet from any wood or other flammable material or one (1) foot if the combustible material is protected by a metal or asbestos shield.

#### 11. DEBRIS AROUND BUILDINGS

The grounds around buildings, tents and other structures shall be kept free of flammable material for a distance of at least 15 feet from the wall of such structures.

#### 12. STORAGE OF PETROLEUM AND OTHER HIGHLY INFLAMMABLE PRODUCTS

Gasoline, oil, grease, or other highly flammable material shall be stored either in a separate building or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by Forest Service when unusually hazardous conditions exist.

#### 13. EMERGENCY MEASURES

Additional measures and/or other special requirements necessary during periods of critical fire-weather conditions shall be included in the fire prevention and presuppression plan.

#### 14. WELDING.

Welding and use of cutting torches or cutoff saws will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum 10-foot radius of all welding and cutting operations. A shovel and a 5-gallon standard backpack water container filled and with handpump attached shall be immediately available for use in the event of a fire start.

**C7.21 - WATER HANDLING EQUIPMENT (3/21).** The following requirements shall apply during the period stated in A12 and during other such periods as specified by the Forest Service.

Contractor shall provide at a location satisfactory to Forest Service, a serviceable truck or trailer equipped with a firefighting tanker unit to be kept ready for instant use for fire suppression. The unit shall consist of a tank of not less than 100-gallon capacity upon which shall be mounted a live hose reel or live hose basket with 250 feet of a least 3/4-inch inside diameter heavy-duty rubber hose; a portable or power takeoff pump with discharge capacity of at least 20 gallons per minute at 70 P.S.I. pressure. Pumps shall be provided with a bypass or pressure relief valve so the hose nozzle may be shut while the pump is operating. Each tanker unit shall have a hose nozzle of the shut-off type, adjustable for straight stream, spray or fog, an additional 250 feet of 3/4-inch heavy-duty rubber hose or 1-inch cotton jacket rubber-lined or linen hose to be carried on the unit for use as needed. Tools, adapters, accessories and fuel necessary to operate the pump and truck or trailer shall be provided. If a trailer is used, a serviceable vehicle with the proper trailer tow hitch shall be located at a point satisfactory to Forest Service.

Where water is available, a supply sufficient for rapidly filling the water tank shall be agreed upon at one or more accessible points along or adjacent to the main truck roads. Water pump intakes shall have at least 12 feet of 1-inch suction hose with an intake screen less than or equal to 3/32 inch in pore size.

Skidders, dozers, pumper cats, and engines with mounted or quick connect tanks, meeting current NRCG minimum standards will be an acceptable substitute to a pump and trailer except the use of a Type 7 engines. Type 7 engines may not be used as a substitute for pump and trailer.

NORTHERN ROCKIES COORDINATING GROUP (NRCG) minimum standards can be found at:

[https://gacc.nifc.gov/nrcc/nrcg/committees/business/nr%20supplements/NR\\_Chapter20.pdf](https://gacc.nifc.gov/nrcc/nrcg/committees/business/nr%20supplements/NR_Chapter20.pdf)

**C8.21 - CONTRACT TERM ADJUSTMENT. (07/16)** “Contract Term Adjustment” (CTA) means adjustment only as provided for in the three circumstances described in this subsection. Under these circumstances, the contract term shall be adjusted in writing to include additional calendar days in one or more normal operating seasons equal to the actual time lost, except as limited by paragraph (2) in this subsection.

To qualify for such adjustment, contractor shall give written notice of the lost time not later than 30 days after the end of the normal operating season in which time was lost and at least 10 days before termination date. Contracting officer shall make prompt written acknowledgment of such notice, indicating concurrence with the number of days in the notice or the number of days the Forest Service considers as qualifying for the adjustment. Lost parts of days shall be disregarded in computing time lost. The three circumstances qualifying for a CTA are:

(1) Contractor experiences delay in starting operations scheduled under B6.31 or interruptions in active operations, either of which stops such operations for 10 or more consecutive days during a normal operating season due to causes beyond the contractor’s control, including, but not limited to, acts of God, acts of the public enemy, acts of the Government, labor disputes, fires, insurrections, or floods. Operations subject to these causes include:

(i) Removal of the included timber from contract area through curtailment in felling and bucking, yarding, skidding, loading, hauling, or road construction; or

(ii) Performance of stewardship projects shown in A4c.

(2) Causes described in paragraph (1) substantially affect the disposition or processing of included timber during the normal operating season through their effects on primary timber processing facilities, with a resulting delay of 60 days or more in use of such facilities. In such event, the CTA shall not extend for more than 12 consecutive months.

(3) (i) Contracting officer requests the contractor, in writing, to delay or interrupt operations during the normal operating season for any purpose other than suspension under B4.4



or B9.3 or—

(ii) Contractor suffers a delay or interruption of the contractor's operations described in paragraph (1)(i) or

(iii) because of a fire emergency closure ordered by Forest Service (or another agency on its behalf), and the total of such lost time is 10 or more days during any normal operating season.

If the termination date is adjusted, as described in this subsection, and later extended under B8.23, the appraisal for the extension shall be made as of the unadjusted termination date, but the date on which the new rates become effective, if higher than current contract rates immediately prior to the termination date, shall be the adjusted termination date.

**C8.212 - MARKET-RELATED CONTRACT TERM ADDITION. (04/23)** 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 A20. 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:

1. The sale was awarded after December 31, 2006; and
2. 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, for those portions of the contract where Contracting Officer

determines that the timber is in need of urgent removal, where timber deterioration or resource damage may result from delay, or where timber is designated by diameter and delay may change the treatment as a result of trees growing into or out of the specified diameter range(s).

**C8.41 – LIMITATION OF PERFORMANCE BY OTHER THAN CONTRACTOR (9/04).**

B8.4 and C8.4 notwithstanding, acquisition or assumption of Contractor's rights or obligations under this contract by another party shall not be approved by Forest Service unless the party qualifies as a small business under the Small Business Act, as amended, and the regulations issued thereunder.

**C8.64 - DEBARMENT AND SUSPENSION CERTIFICATION (3/18)** Pursuant to 2 CFR 180 and 2 CFR 417, Contractor shall certify and obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. "Subcontractors" are participants in lower tier covered transactions.

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

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

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

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

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

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

**C8.66# – USE OF TIMBER (Option 1) (9/04).**

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*).

(b) Except for **NONE** determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Contractor or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Contractor shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Contractor or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Contractor shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this 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.

**C9.1 – PERFORMANCE BOND. (8/21)** 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 A17, unless the amount is adjusted as provided in C9.11 or B9.13. In lieu of surety bond, Contractor may deposit into a Federal Depository, as directed by Forest Service under B4.21, and maintain therein, cash in the dollar amount stated in A17.

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.

**C9.11 – BOND REDUCTION. (8/21)** 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 Sale Area, plus the estimated cost of uncompleted work required of contractor and any unpaid billings due on the timber sale. 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 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 B9.5.

**CLEAR CORAL STEWARDSHIP PROJECTS**  
**Contract C6.9 – Appendix A**

**PART I. – GENERAL DESCRIPTION OF WORK:**

1. **SCOPE OF PROJECT:** This project consists of the following stewardship projects: Weed Spraying, Brush Disposal, Road Surfacing and Equipment Rental. These projects are designated units or contract items in compliance with terms, specifications, and provisions listed and/or referenced herein. This includes furnishing labor, equipment, supervision, transportation, operating supplies, and incidentals, except those items listed as Government-furnished property.
2. **LOCATION AND DESCRIPTION:** These stewardship projects are located on the Moose Creek Ranger Districts of the Nez Perce-Clearwater National Forests. The work site, access to the area, method of work, size of contract item or unit, and other information pertinent to each item is listed below under the item's general and technical specifications and shown on the Contract Area Map(s).
3. **PROJECT ACCESS:**
  - A. Accessibility. Access to the project area consists of Forest roads that are passable by standard two-wheel-drive pickup truck equipped for mountain driving during the normal operating season. Access may be limited seasonally due to wet roads or snow.
  - B. Motorized Off-road Vehicles. Use of motorized off-road vehicles will not be permitted off designated roads in the project areas without approval of the Contracting Officer.
4. **RESOURCE PROTECTION:** The contractor shall not damage any existing facilities, developments and resources.
  - A. If existing facilities such as roads, trails, erosion dips or drainage facilities are damaged by the Contractor in the course of this project, they shall be repaired or replaced at no cost to the Government.
  - B. The Contractor shall avoid damage to all stream courses.
  - C. The Contractor shall minimize soil erosion by avoiding rutting of roads and/or skid trails within or adjacent to the contract area. Soil outside of roads and skid trails shall be minimally disturbed.
  - D. The Contractor shall remove all pollutants such as waste fuel or lubricants that are created by them from National Forest Land. The Contractor shall not deposit or dispose of any waste or excess petroleum products on National Forest Land.

E. Noxious Weed Control: In order to prevent the potential spread of noxious weeds, contractor will be required to use weed-free equipment. Contractor will remove all mud, dirt, and plants from all off-road equipment **before** moving into project areas. Cleaning must occur off National Forest lands. Equipment must be inspected by the Government **prior** to moving onto National Forest lands. This does not apply to service vehicles that will stay on the roadway, traveling frequently in and out of project areas. Contractor shall ensure all equipment moved onto National Forest land is free of soil, seeds, vegetative matter, or other debris that could hold seeds. Contractor shall employ whatever cleaning methods required under contract provision K.G.3.5.1 prior to moving equipment onto the National Forest.

## **PART II. – PROJECT DESCRIPTIONS and TECHNICAL SPECIFICATIONS:**

### **Stewardship Project A1: Invasive Plant Control Plan (mandatory):**

#### **Work to be performed by the Contractor includes:**

- A. Inspection and searching for the presence of target species
- B. Treating the target invasive plant species with an approved herbicide.
- C. GPS or paper mapping of locations of target invasive plant species (at Forest Service's discretion)
- D. Documentation and record keeping

#### **Contractor shall:**

- A. Include a schedule for herbicide treatment of noxious weeds as part of the Annual Operating Schedule.
- B. Treat roads or road segments required to have noxious weeds treated between the intervals of April 15 – October 15.
- C. Projects A1 (Clear Corral Area) timing of application shall be completed by 10/15/2026. Purchaser will consult with Forest Service in the spring of the year prior to spraying and Forest Service shall approve timing of spray.

The haul roads and roads that will be decommissioned following logging are at an elevated risk of infestation by noxious weeds. Roads and existing landings will be surveyed, mapped (either on paper or digitally, at the Forest Service's discretion) and sprayed. Spray treatment will consist of spot applications targeting noxious weeds listed on the State of Idaho's Noxious Weed List that **occur from the toe of the fill to the top of the cut OR 25 linear feet perpendicular in either direction from the edge of the running surface (whichever comes first), the running surface itself, and on turnouts and existing landings** along the listed roads. Reasonable care shall be exercised to limit application so that spraying does not contact native forbs, grasses, herbs, and trees.

A catalogue of roads to be sprayed with herbicides, including number of treatments needed and expected access, is detailed below. The roads shown in the following tables shall be treated with herbicide to remove seed-bearing noxious weeds.

**Total Mileages and Acres by Access**

| Project | Access | Unit               | # of Units   |
|---------|--------|--------------------|--------------|
| A1      | Pickup | Miles              | 18.68        |
|         |        | <b>Total Miles</b> | <b>18.68</b> |

**NOXIOUS WEED TREATMENT - TECHNICAL SPRAYING SPECIFICATIONS**  
**NEZ PERCE-CLEARWATER NATIONAL FOREST**

1. The Purchaser shall give the Forest Service a 48 hour notification prior to spraying.
2. Spraying shall be done by a ***State of Idaho*** licensed commercial applicator and only by personnel under the direct supervision of the licensed applicator.
3. Spraying shall take place between the intervals of April 15 -October 15.
4. The following active ingredients are approved for use and are the only authorized herbicides that can be used under this contract provision. Trade name list is not all inclusive. All use of herbicides and surfactants shall follow EPA label requirements. Any additional herbicide use will be approved in advance by the Forest Service.

| Active Ingredients | Trade name(s)        |
|--------------------|----------------------|
| Picloram           | Tordon®              |
| 2,4-D amine        | many                 |
| Dicamba            | Banvel®              |
| Mesulfuron methyl  | Escort®, Ally®       |
| Chlorsulfuron      | Telar®               |
| Clopyralid         | Curtail®, Transline® |
| Aminopyralid       | Milestone®           |
| Triclopyr          | Garlon®              |
| Glyphosate         | Round-Up®            |

5. The Contractor is required to present to the Forest Service upon request, a copy of the label from any and all materials (herbicides, surfactants, dyes, etc) used to complete the herbicide application treatment requirements of this contract.

## 6. Streamside Restrictions

| Distance from live water | Application Activity  |
|--------------------------|---|
| 0 feet                   | Chemicals will not be used over water, including water standing or running in ditchlines.   |
| 0-15 feet                | Chemicals will not be used over water. Spot spraying of individual plants with aquatically approved chemicals (glyphosate-rodeo) only.  |
| 15-100 feet              | Spot spraying of target species – may include boom spraying when weed populations warrant (large patches, multiple patches in close proximity). Mixtures of chemicals may be used including those listed above and: glyphosate, 2,4-D amine, dicamba, aminopyralid, and triclopyr-TEA.<br><b>No Picloram within 100 feet of live water.</b> |
| > 100 feet               | All chemicals listed above as well as picloram and clopyralid   |

No spray shall come in contact with open water at any time.

7. No spraying shall occur when rain is expected within four (4) hours of treatment.

8. Nozzles shall be made of stainless steel or ceramic material.

9. All equipment shall be in good mechanical condition and will be inspected prior to work. The spray pattern, application rates, and calibration shall also be checked before beginning the job and thereafter as deemed necessary by the Forest Service.

10. A tight-fitting lid on all spray tanks is mandatory.

11. Equipment used to draft water from creeks or rivers must be equipped with anti-back siphoning devices.

12. Weather conditions shall be monitored before and during all spraying projects. Spraying is NOT allowed when any of the following conditions exist:

a. Hand-held equipment: temperature greater than **85** degrees F.; humidity less than 20 percent, or wind greater than 10 MPH.

b. Truck-mounted equipment: temperature greater than **90** degrees F.; humidity less than 20 percent; or wind greater than 10 MPH.

13. Herbicides shall be transported daily to the project site with the following conditions: Transport only the quantity needed for that day's work; transport concentrate containers only in a manner that will prevent spills; and transport spray in a compartment that is isolated from food, clothing, and safety equipment.



14. Mixing shall only occur on site.
15. The Contractor shall inspect equipment daily for leaks.
16. The Contractor shall remove all herbicide containers from national forest land and dispose of them in accordance with all local, state, and federal requirements.
17. Applicators will complete a daily pesticide application report as required by the Idaho Department of Agriculture. Applicators will use the daily pesticide application report form provided by the Forest Service. Daily application reports and GPS mapping information shall be submitted to the Forest Service within 10 days of application.
18. Where spraying is required prior to road reconstruction, decommissioning or any other ground disturbing activity, that activity **will not begin for at least 10 days** following acceptance of herbicide application.
19. Spraying shall not occur on roads where active hauling is taking place.
20. Spraying shall not occur when roadside target plants are covered in dust.
21. FOREST SERVICE FURNISHED PROPERTY. The Forest Service shall deliver to the Contractor, upon request, any of the following listed materials, supplies, property or services hereinafter referred to as Government-Furnished Property:
  - Maps: ½ inch = 1 mile Visitor/Travel Map, and
  - Forms for: Daily Application, daily weather observations, and herbicide use.
22. Buffer strips may be designated by the Government during operations to protect rare plants or water influenced areas. No spraying shall occur within these designated buffer strips.
23. Upon completion of work on the contract, the Contractor shall provide the Forest Service with completed Daily Applicator Logs.
24. Site Inspection. The designated treatment areas will be inspected by the Forest Service. If an area has been documented as weed free at the time of inspection by the Contractor, but subsequent inspection by the Forest Service discovers that weeds were present on the site at the time of the Contractor's inspection, the Contractor shall be required to return to the site to reinventory and treat these infestations.
25. Spraying. The wilting, curling, discoloration or killing of target plants shall be used as a measure of application effectiveness and performance acceptability. At approved application rates, the effect of herbicides on the target plants should be visible within three to five days following application (when applied during the plant's vigorous growing period). The Forest Service shall allow sufficient time for herbicide effects to show on target plants before conducting inspections for contract performance and compliance. A minimum of ninety-five

percent (95%) of the target plants in the inspection area shall display physical signs of effective herbicide treatment in order for the Contractor's performance to be considered acceptable.

26. Weed Mapping. Locations of weeds will be GPS or hand mapped (at the Forest Service' discretion) on a 2.64"/mile scale map, as either a point or polygon, depending on size of weed area. Accompanying tabular information shall be name identification of weed, spray application number and spray date.

27. A water-based dye or other approved color marking system shall be used to further identify target species that have been sprayed.

**A1 Weed Spraying Pickup Single Treatment: Clear Corral area**

| Road #             | Name                  | Begin | End   | Miles to Spray | Access |
|--------------------|-----------------------|-------|-------|----------------|--------|
| 1160D              | Pack Mule             | 0.00  | 1.55  | 1.55           | Pickup |
| 650F               | Nesting Falcon        | 0.00  | 0.55  | 0.55           | Pickup |
| 1106               | Sears Creek           | 9.80  | 14.78 | 4.98           | Pickup |
| 1106E              | Golden Eagle          | 0.00  | 0.61  | 0.61           | Pickup |
| 9441               | Wall Creek            | 0.00  | 0.46  | 0.46           | Pickup |
| 9441A1             | Red Hawk              | 0.00  | 0.26  | 0.26           | Pickup |
| 9441A2             | Stage Pit             | 0.00  | 0.32  | 0.32           | Pickup |
| 650G               | Soaring Falcon        | 0.00  | 1.09  | 1.09           | Pickup |
| 1106H              | Stinking Water        | 0.00  | 1.14  | 1.14           | Pickup |
| 9442               | Voodoo Bill           | 0.00  | 1.44  | 1.44           | Pickup |
| 1106I              | Happy Hoodoo          | 0.00  | 0.28  | 0.28           | Pickup |
| 1106F1             | High West Fork        | 0.00  | 0.74  | 0.74           | Pickup |
| 1106F              | Pole Corral           | 0.00  | 0.61  | 0.61           | Pickup |
| 1160               | Rabbit Creek          | 0.00  | 1.69  | 1.69           | Pickup |
| 650                | West Fork Clear Creek | 15.42 | 13.62 | 1.80           | Pickup |
| 9441A              | Bald Eagle            | 0.00  | 1.16  | 1.16           | Pickup |
| <b>Total Miles</b> |                       |       |       | <b>18.68</b>   |        |

**Stewardship Project(s) C1, C2, C3, C4, and C5 Fuels Treatment (mandatory):**

**Project C1: Landing Cleanup**

**All Units- 18.6 Acres**

A landing is considered a place where any logs or products are gathered for processing and/or loading. Unless otherwise agreed, all slash accumulated at landings shall be piled. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. The piling of landings will be done by a grapple-type loader, excavator or as otherwise agreed to by Forest Service.

Piles shall be located at least 25 feet from residual timber. Piles shall range from 10 to 25 feet in diameter and 7 to 25 feet in height. All objects which extend more than 6 feet in any direction from the pile profile will be cut off and returned to the pile.

### **Project C2: Machine Piling**

#### **Units 25, 28, 29, 30, 31 & 32- 34.4 Acres**

Contractor shall grapple pile logging slash within the cutting units or portions of cutting units as shown on the Hazard Reduction and Site Preparation Map. Equipment used for piling shall be an excavator equipped with thumb or other attachment approved by the Forest Service. Piles shall be reasonably compact and free of soil to facilitate burning. Slash to be piled shall include material **less than 4 inch** diameter at the large end. The minimum piece length will be 3 feet. Smaller material may be piled incidentally and in conjunction with the greater than 3-inch diameter material.

Piles shall range from 7 feet to 10 feet in diameter and 7 feet to 10 feet in height.

Piles shall be placed no closer than 20 feet from the outside perimeter of the unit, system roads, wet areas, or other areas designated on the ground by the Forest Service.

No pile shall be closer than 25 feet from any standing reserve trees. All objects which extend more than 6 feet in any direction from the pile profile will be cut off and returned to the pile.

Conduct piling operations when soils are dry, frozen, or as approved by the Forest Service. Where unmerchantable material is available, Contractor will leave a minimum of **17 tons** and a maximum of **33 tons** per acre of woody material over **4 inches** in diameter on the **small end** scattered, as much as practical, throughout cutting units.

Down Woody Material consists of existing down debris and boles or portions of trees NOT meeting minimum specifications as listed in A2 of the contract. Material that meets specifications for grapple piling as defined above may be required to be left in order to achieve the minimum/maximum (pieces) (tons) per acre and meet the requirements of C6.406#.

### **Project C3: Machine Fireline/Machine Fuel Break**

#### **Machine Fire Line Unit 28- 22 Chains, .3 Miles**

Fire lines shall be constructed by excavator around the perimeter or portions of the perimeter of each cutting unit. The Hazard Reduction and Site Preparation Map shows required locations of excavator fire line around portions of cutting units.

Water bars will be properly constructed and installed at intervals designated by the Forest Service to ensure adequate water diversion.

The fireline will be constructed and cleared completely to expose mineral soil so that a continuous mineral soil line ranges from **18 to 30 inches** in width and not any deeper than **12 inches**. Do not bury or cover slash with soil during the construction of the fireline. Scatter all soil and duff material removed in fireline construction outside of the fireline. Scatter all vegetative material removed in fireline construction within the boundary of the cutting unit and avoid concentrating

fuel next to the fireline. If a fuelbreak is required, construct the mineral soil fireline on the exterior edge of the fuelbreak.

Acceptable equipment for fuel break and fire line construction is an excavator equipped with an approved bucket and a thumb. Other equipment or attachments may be approved in writing by the Forest Service.

#### **Machine Fuel break: Unit 28 – 22 Chains, .3 Miles**

Fuel breaks shall be constructed by excavator around the perimeter or portions of the perimeter of each cutting unit. Fuelbreaks shall be cleared of all concentrated vegetative material (fuel) that will easily ignite, maintain, or increase fire intensity, contribute to fire spread or hinder mop up operations. The Hazard Reduction and Site Preparation Map shows the location of required fuelbreaks.

All vegetative material removed from the fuelbreak shall be relatively free of mineral soil and scattered within the unit to avoid concentrations greater than **2 feet** in height. Fuelbreaks shall be constructed to minimum width of **12 feet**. Live vegetation may remain intact but must not exceed 2 feet in height.

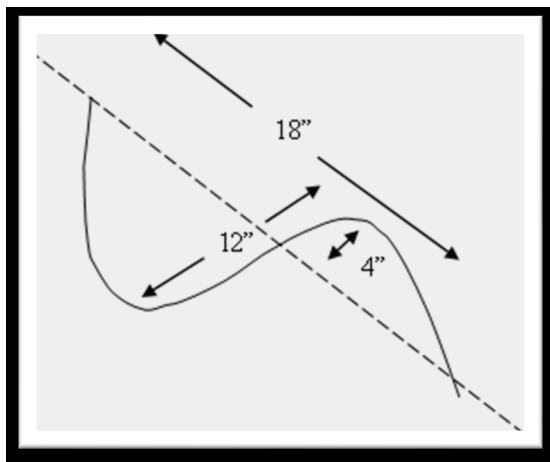
All vegetative material should be scattered inside the unit at least **6 feet** from the fuelbreak. Large material shall be placed up and down (perpendicular) to the slope to prevent rolling during burning operations.

#### **Project C4: Handline Fireline/Fuel Break**

##### **Hand Fireline: Units 24, 27, 28 & 31-157 Chains, 2 Miles**

The fireline will be constructed and cleared completely to expose mineral soil so that a continuous mineral soil line ranges from **20 to 24** inches in width. Do not bury or cover slash with soil during the construction of the fireline. Scatter all soil and duff material removed in fireline construction outside of the fireline. Scatter all vegetative material removed in fireline construction within the boundary of the cutting unit and avoid concentrating fuel next to the fireline. If a fuelbreak is required, construct the mineral soil fireline on the exterior edge of the fuelbreak.

Firelines installed along the bottom portions of a unit with slopes over 30 percent, or as designated by the Forest Service, will be “cup” or “V” shaped and at least **12** inches deep including berm height.



**Hand Fuel Break: Units 24, 27, 28, & 31- 157 Chains, 2 Miles**

Fuelbreaks shall be cleared by hand of all concentrated vegetative debris (fuel) that will easily ignite, maintain, or increase fire intensity, contribute to fire spread or hinder mop up operations. The Hazard Reduction and Site Preparation Map shows the location of required fuelbreaks around portions of the perimeter of each cutting unit.

All vegetative material removed from the fuelbreak shall be scattered within the unit to avoid concentrations greater than **2 feet** in height. Fuelbreaks shall be constructed to minimum width of **15 feet**. Live vegetation may remain intact but must not exceed **2 feet** in height.

All material shall be scattered inside the unit at least **15 feet** from the fuelbreak. Large material shall be placed up and down (perpendicular) to the slope to prevent rolling during burning operations.

Trees and brush greater than **2 feet** tall and less than 6 inch DBH shall be felled within the fuelbreak. Residual trees greater than 6 inch DBH will be delimbed up to 8 feet. Stumps shall be cut flat and not exceed **6 inches** in height as measured from ground surface on the uphill side. Vegetation shall be completely severed from the stump.

**Project C5: Slashing****Units 27 & 28 - 30.9 Acres**

Contractor shall fell all live and dead (coniferous and/or deciduous) trees not meeting utilization Standards and over 2 feet in height, unless otherwise designated to be left standing.

Stumps shall be cut flat and not exceed **6 inches** in height as measured from ground surface on the uphill side. Completely sever trees from the stump, leaving no live limbs on the stump. Keep all system roads and drainage structures free of slashed material from within these units.

Contractor shall buck all pieces over **3 inches** in diameter into lengths not to exceed **7 feet**. The maximum slash height shall be **15 inches**. Slashing specifications do not apply within Streamside Management Zones.

**Stewardship Project D1: Road 1106 Surfacing (mandatory)****PART I. – GENERAL DESCRIPTION OF WORK:**

**SCOPE OF PROJECT:** Clear Corral STWD – IRTC – D1 Road Surfacing project consists of designated units or contract items in compliance with terms, specifications, and provisions listed and/or referenced herein. This includes furnishing labor, equipment, supervision, transportation, operating supplies, and incidentals, except those items listed as Government-furnished property.

**DESCRIPTION OF WORK.** The D1 Road Surfacing Project will require a 4" lift x 14' minimum road width of commercially sourced Aggregate Surface Course (Gradation F) on 5.60 Miles of Road 1106. Total quantity of Commercial Sourced Gradation F to be placed, shaped, and roller compacted is 5,840 Cubic Yards for the entire project. The D1 Road Surfacing project will also require Roadway Reconditioning on a segment of 0.62 Miles of Road 1106.

**LOCATION:** The project is located approximately 26.08 Miles from Kooskia, Idaho. From Kooskia, travel on State Highway 13- South for approximately 15.1 miles to the Junction with Road 244 (Lightning Creek Road). Turn left onto Road 244 and travel East approximately 1.8 miles. Turn left onto Road 1106 (Sears Creek) and travel approximately 9.18 miles to the beginning of the project, located in Section 32, Township 31 North, Range 5 East, Boise Meridian.

## SCHEDULE OF ITEMS

The item numbers in the table below will be labeled in the contract as follows:

1. 15101
2. 30115
3. 30315

| CLEAR CORRAL STWD - IRTC - PROJECT D1 ROAD SURFACING |   | ROAD NO.   | 1106                  |
|--|---|------------|-----------------------|
|  |   | MILES      | 5.60                  |
|  |   | RECON/CON  | RECON                 |
| ITEM NO  | DESCRIPTION   | UNITS      | SUMMARY OF QUANTITIES |
| 15101  | MOBILIZATION  | LUMP SUM   | 1                     |
| 30115  | AGGREGATE SURFACE COURSE, GRADATION F, (b) COMPACTION METHOD B, COMMERCIAL SOURCE | CUBIC YARD | 5840                  |
| 30315  | ROADWAY RECONDITIONING, COMPACTION METHOD 2                                       | MILE       | 0.62                  |

**Drawings.** The following drawings are a part of the Clear Corral STWD-IRTC Project D1 Road Surfacing package and are contained as a subpart of this Appendix.

| Title                         | Pages     |
|-------------------------------|-----------|
| Cover Sheet/Location Map      | 1 of 10   |
| Vicinity Map                  | 2 of 10   |
| Summary of Quantity           | 3 of 10   |
| Typical Sections              | 4 of 10   |
| Turnout Details               | 5 of 10   |
| Culvert / Catch Basin Details | 6-8 of 10 |
| Outlet Ditch Detail           | 9 of 10   |
| Drain Dip Detail              | 10 of 10  |



CONSTRUCTION PLANS

|          |                                       |
|----------|---------------------------------------|
| SHEET 1  | TITLE                                 |
| SHEET 2  | PROJECT MAP                           |
| SHEET 3  | SUMMARY OF QUANTITIES & GENERAL NOTES |
| SHEET 4  | TYPICAL SECTIONS                      |
| SHEET 5  | TURNOUT AND TURNAROUND DETAILS        |
| SHEET 6  | CULVERT DETAIL                        |
| SHEET 7  | CULVERT WITH CATCH BASIN DETAIL       |
| SHEET 8  | CATCH BASIN DETAIL                    |
| SHEET 9  | OUTLET DITCH DETAIL                   |
| SHEET 10 | DRAIN DIP DETAIL                      |

CLEAR CORRAL STWD - IRTC PROJECT D1 -  
ROAD SURFACING

NEZPERCE / CLEARWATER  
MOOSE CREEK RANGER DISTRICT  
IDAHO COUNTY

DESIGNED BY:

PROJECT ENGINEER  
NEZPERCE / CLEARWATER NATIONAL  
FOREST

DATE

RECOMMENDED BY:

DISTRICT RANGER  
NEZPERCE / CLEARWATER NATIONAL  
FOREST

DATE

APPROVED BY:

FOREST ENGINEER  
NEZPERCE / CLEARWATER NATIONAL  
FOREST

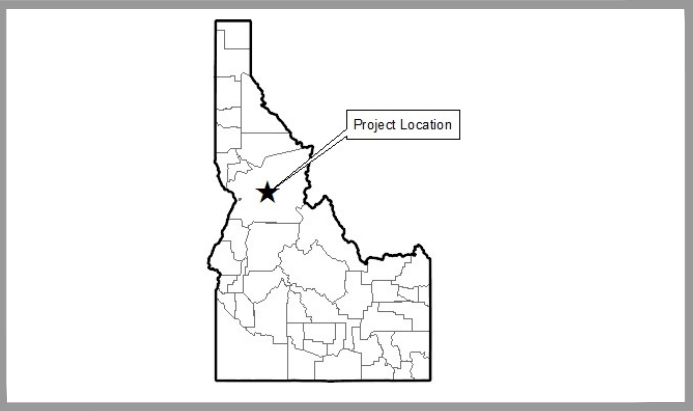
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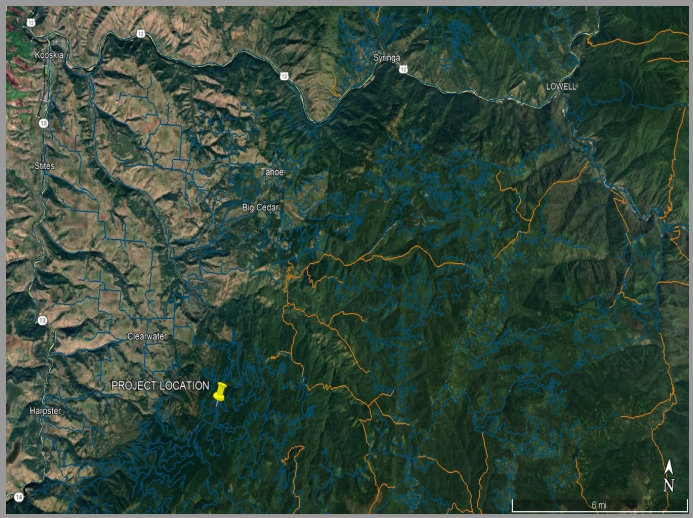
FOREST SUPERVISOR  
NEZPERCE / CLEARWATER NATIONAL  
FOREST

DATE

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IDAHO INDEX MAP  
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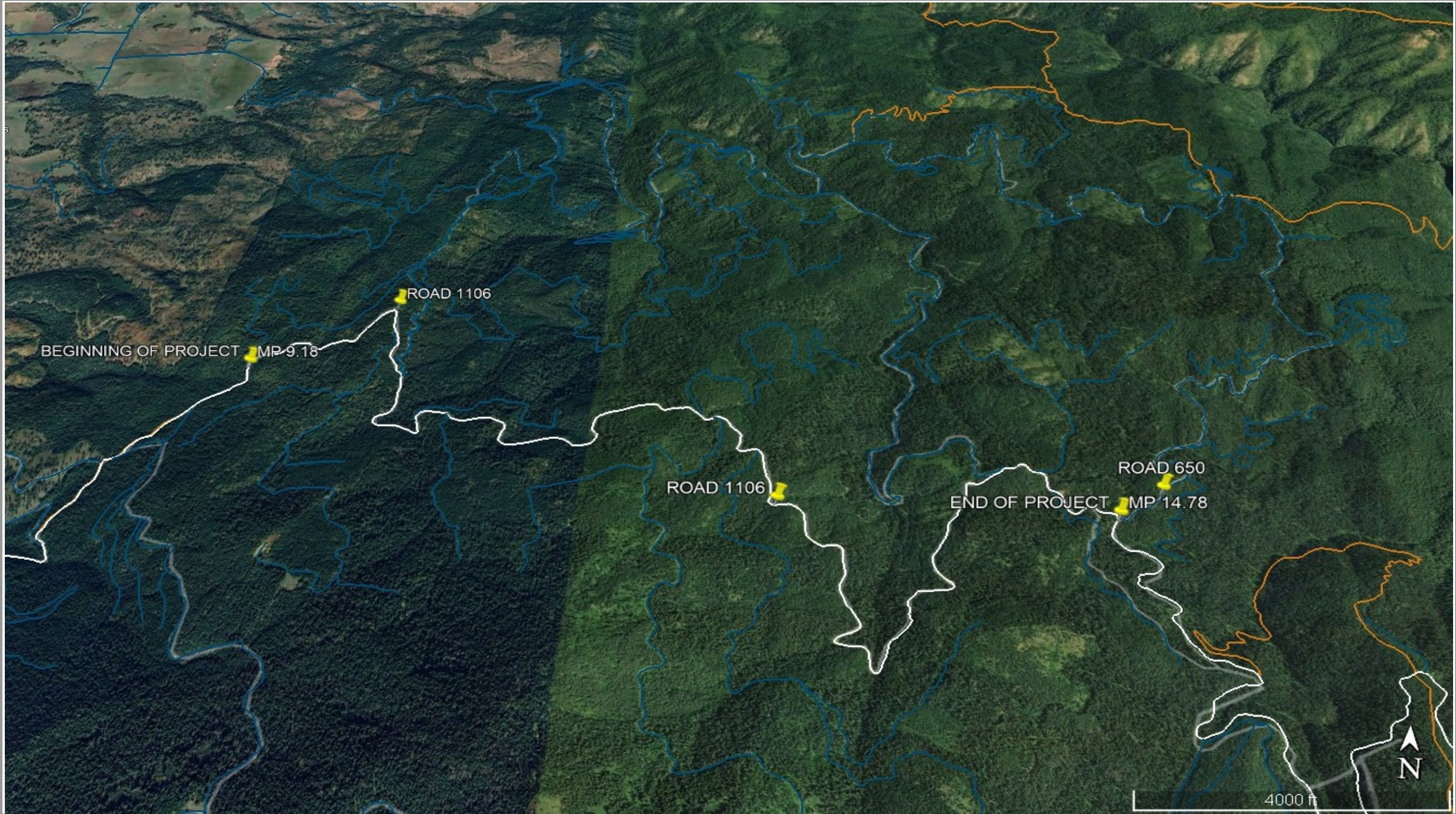
LOCATION MAP  
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AREA MAP  
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USER NOTES: (NO PLOT)  
VERIFY THE MAP RETAINS CLARITY WHEN PRINTED IN BLACK AND WHITE





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**REGION 1**  
**NORTHERN REGION**

PROJECT NAME  
**CLEAR CORRAL STWD - IRTC PROJECT D1**  
**ROAD SURFACING**  
**NEZ PERCE/CLEARWATER NATIONAL FOREST**  
**MOOSE CREEK RANGER DISTRICT**

DRAWING TITLE  
**VICINITY MAP**

|            |                      |          |  |         |      |               |  |               |  |
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OF  
**10**



SUMMARY OF QUANTITIES

| CLEAR CORRAL STWD - IRTC - PROJECT D1 ROAD SURFACING |   | ROAD NO.   | 1106                  |
|--|---|------------|-----------------------|
|  |   | MILES      | 5.60                  |
|  |   | RECON/CON  | RECON                 |
| ITEM NO  | DESCRIPTION   | UNITS      | SUMMARY OF QUANTITIES |
| 15101  | MOBILIZATION  | LUMP SUM   | 1                     |
| 30115  | AGGREGATE SURFACE COURSE, GRADATION F, (b) COMPACTION METHOD B, COMMERCIAL SOURCE | CUBIC YARD | 5840                  |
| 30315  | ROADWAY RECONDITIONING, COMPACTION METHOD 2                                       | MILE       | 0.62                  |

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NORTHERN REGION  
REGION 1

PROJECT NAME  
CLEAR CORRAL STWD-IRTC -  
PROJECT D1 ROAD SURFACING  
NEZPERCE/CLEARWATER  
MOOSE CREEK RANGER DISTRICT

DRAWING TITLE

SUMMARY OF  
QUANTITIES &  
GENERAL NOTES

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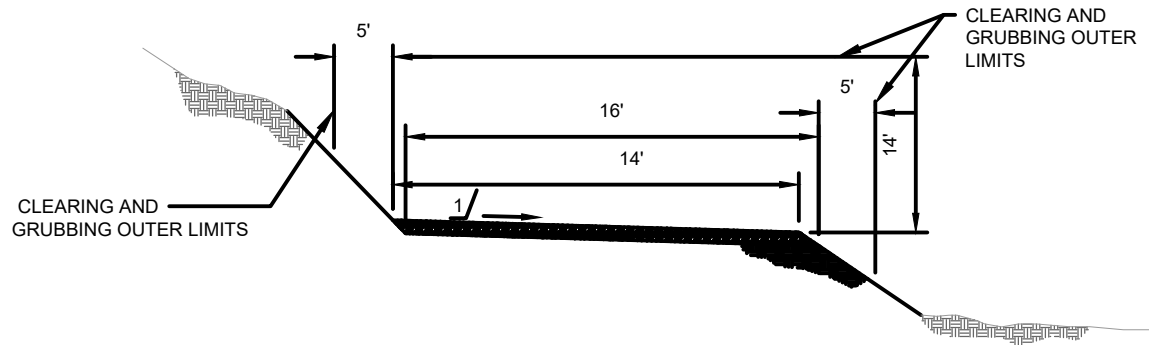
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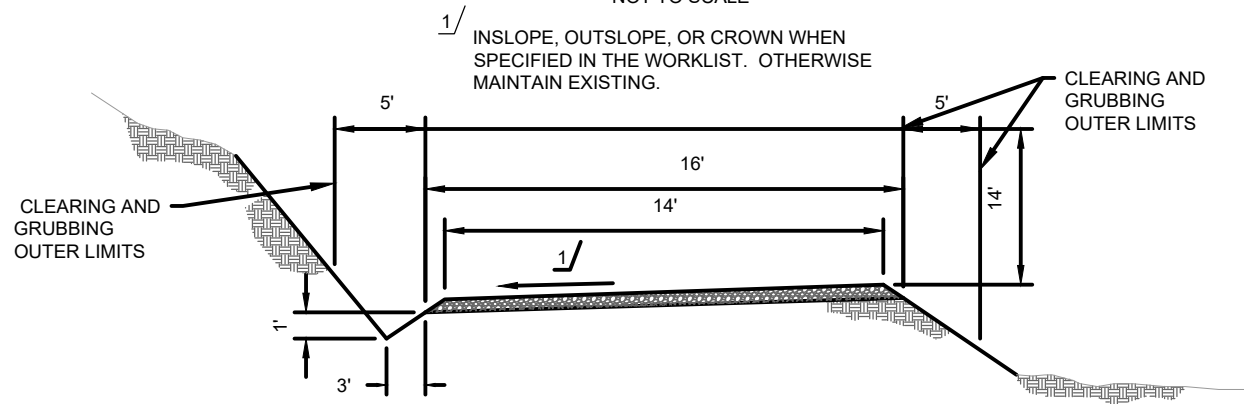
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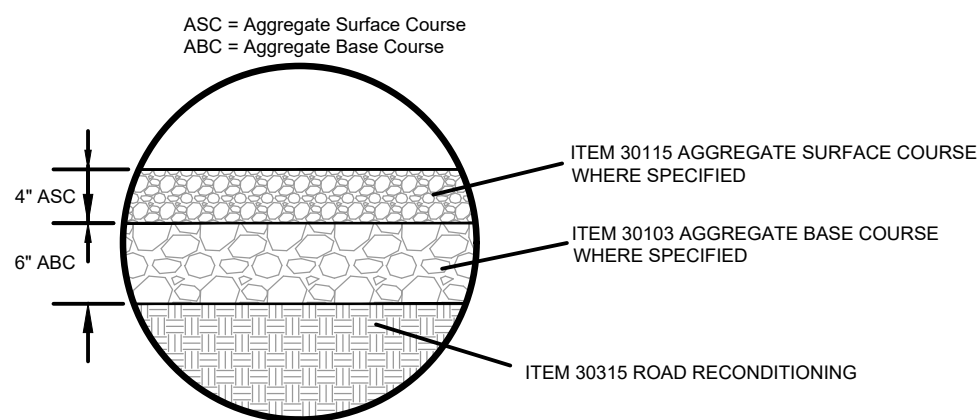
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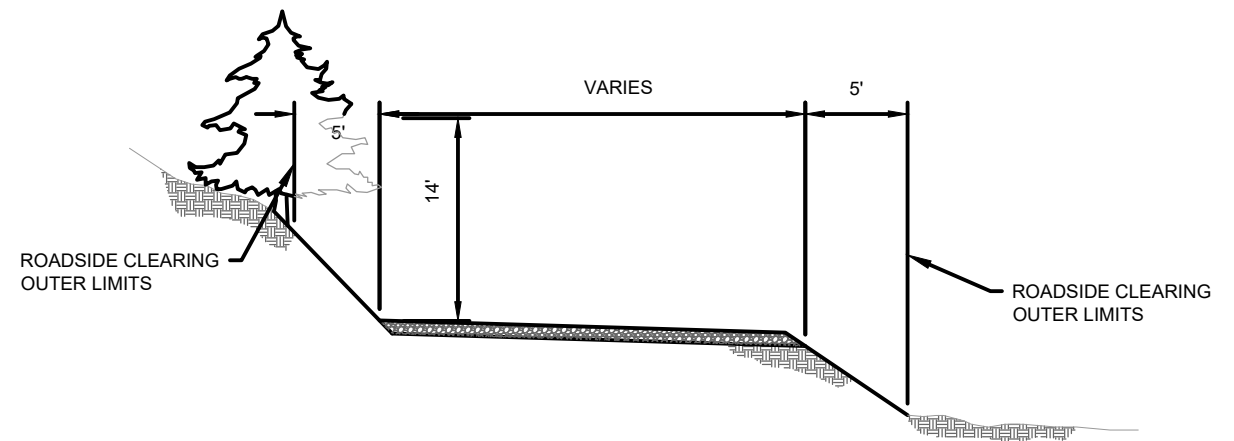
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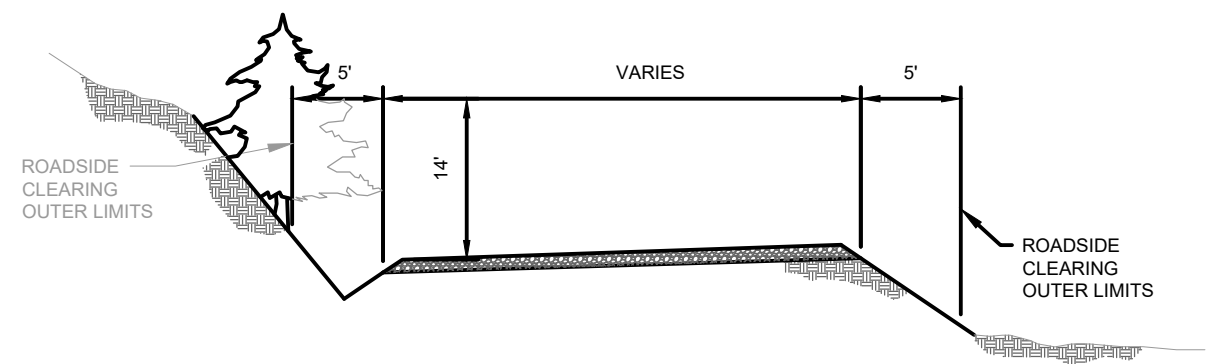
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ITEMS 30103, 30115, 30315



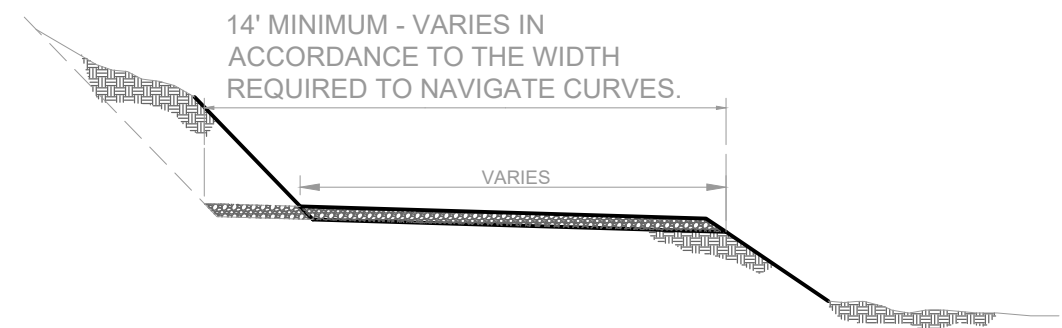
**ROADSIDE CLEARING LIMITS WITHOUT DITCH**

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**ROADSIDE CLEARING LIMITS WITH DITCH**

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**ROAD WIDENING TYPICAL SECTION**



**NORTHERN REGION**  
REGION 1

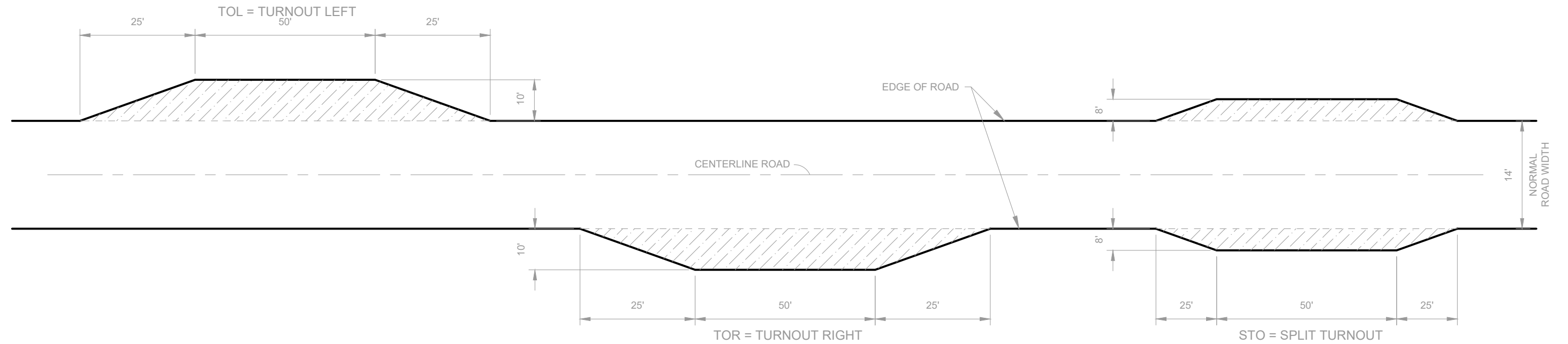
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**CLEAR CORRAL STWD - IRTC -**  
**PROJECT D1 ROAD SURFACING**  
**NEZPERCE/CLEARWATER**  
**MOOSE CREEK RANGER DISTRICT**

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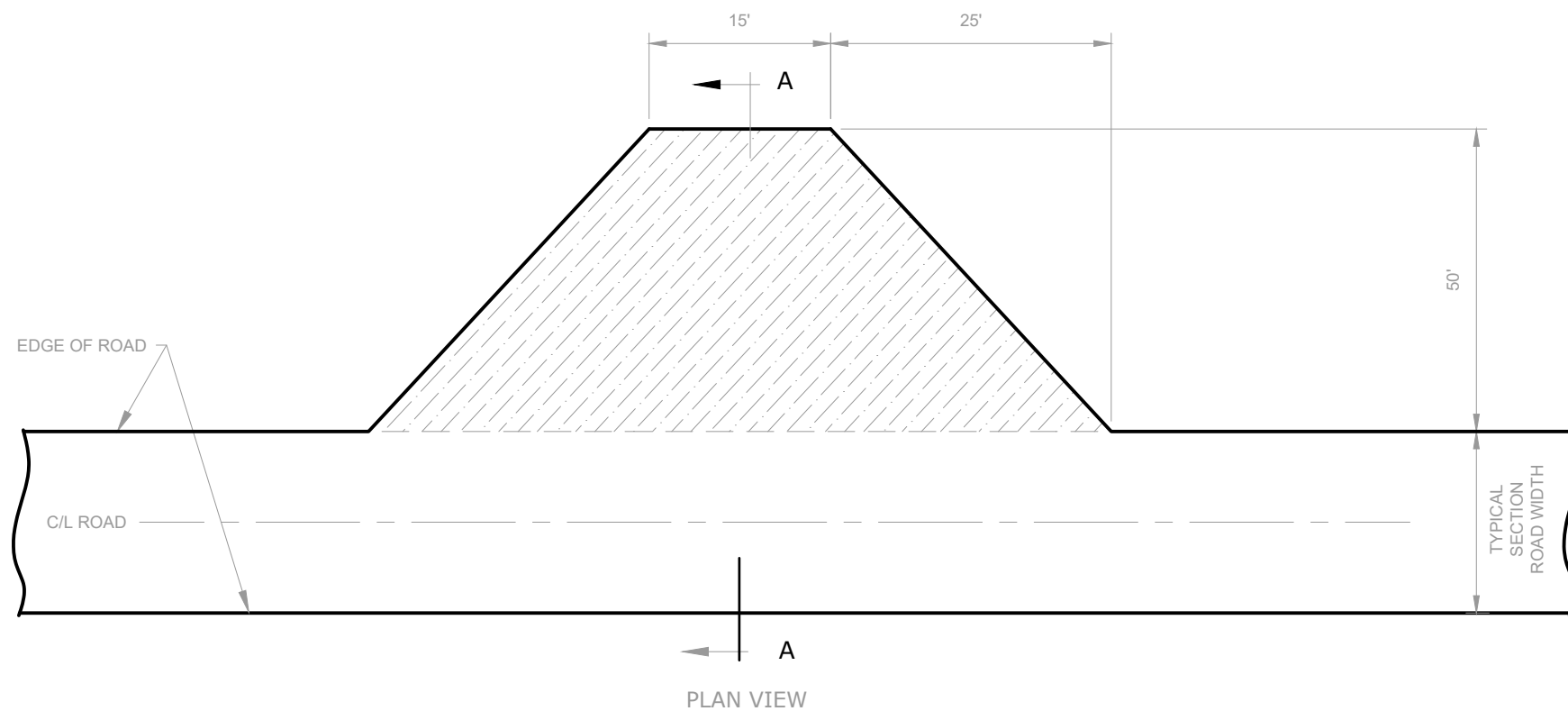
**TYPICAL SECTIONS**

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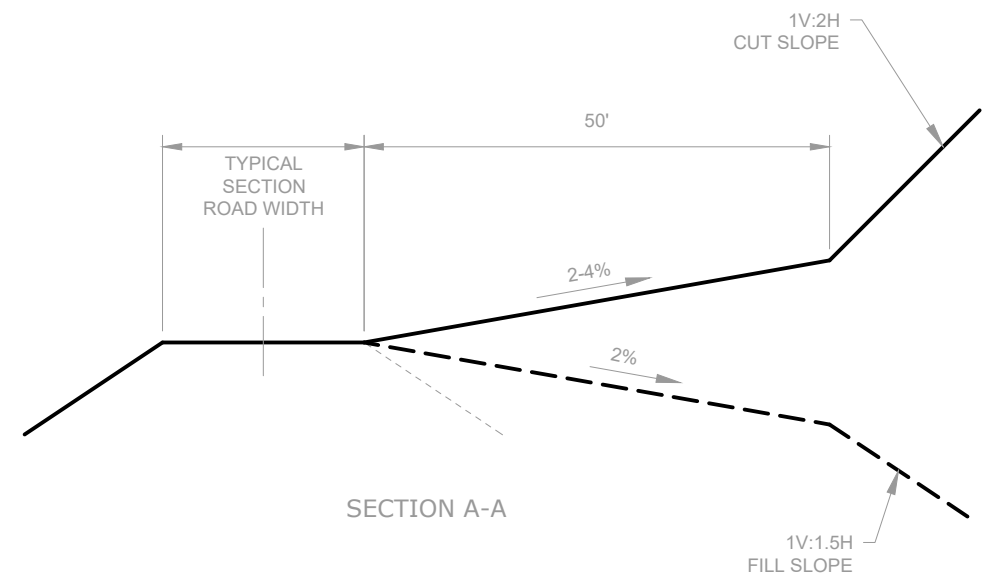
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**TURNOUT DETAIL**  
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**TURNAROUND DETAIL**  
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**NORTHERN REGION**  
REGION 1

PROJECT NAME  
**CLEAR CORRAL STWD - IRTC -  
PROJECT D1 ROAD SURFACING  
NEZPERCE/CLEARWATER  
MOOSE CREEK RANGER DISTRICT**

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**TURNOUT AND TURNAROUND  
DETAILS**

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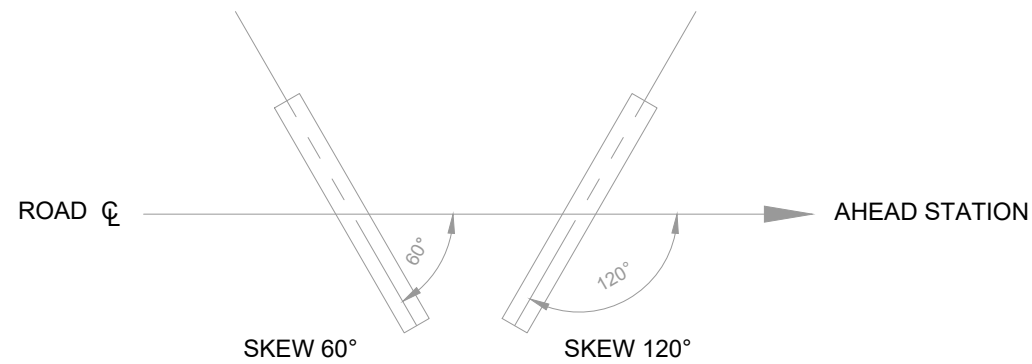
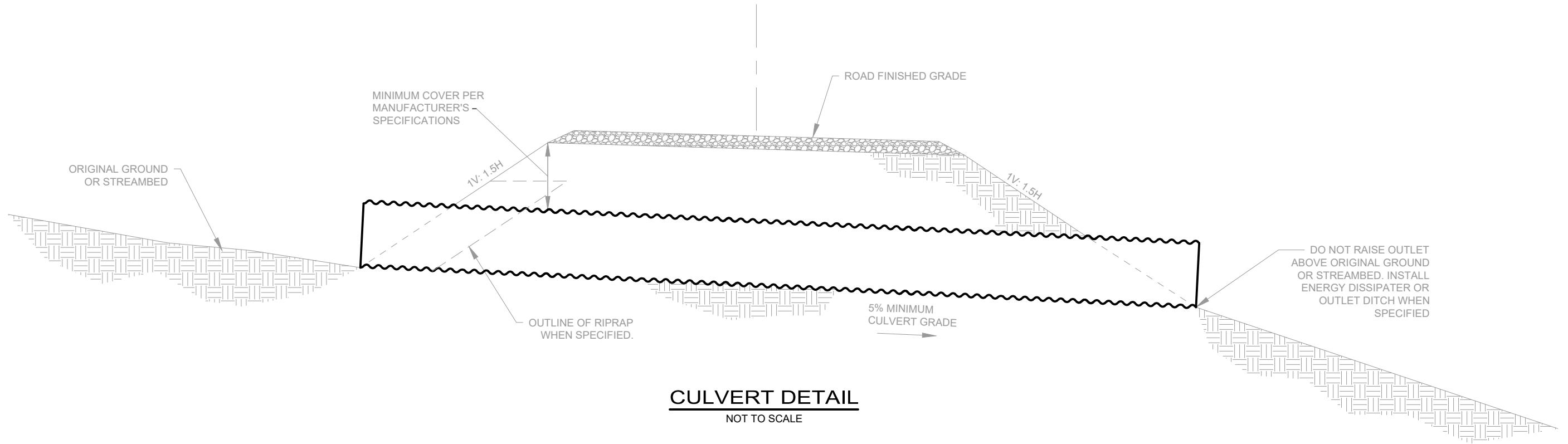
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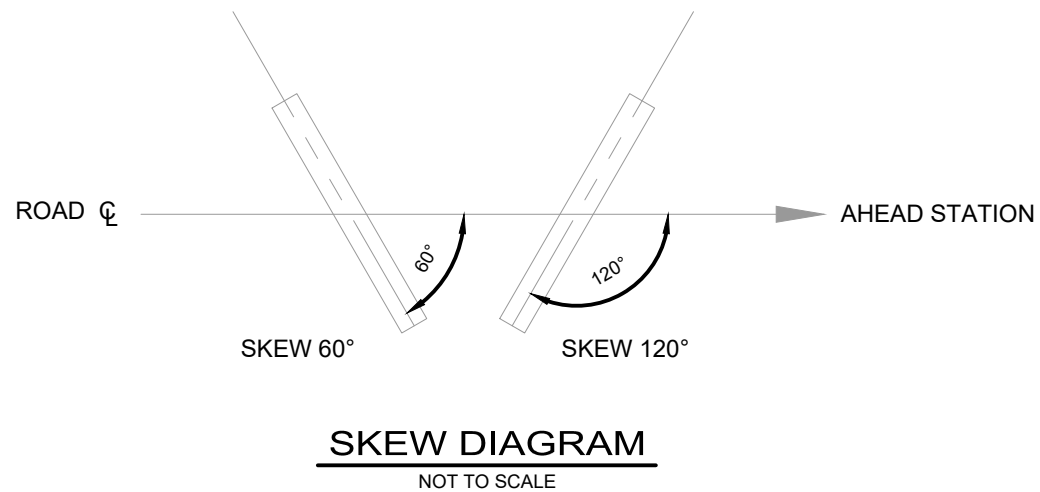
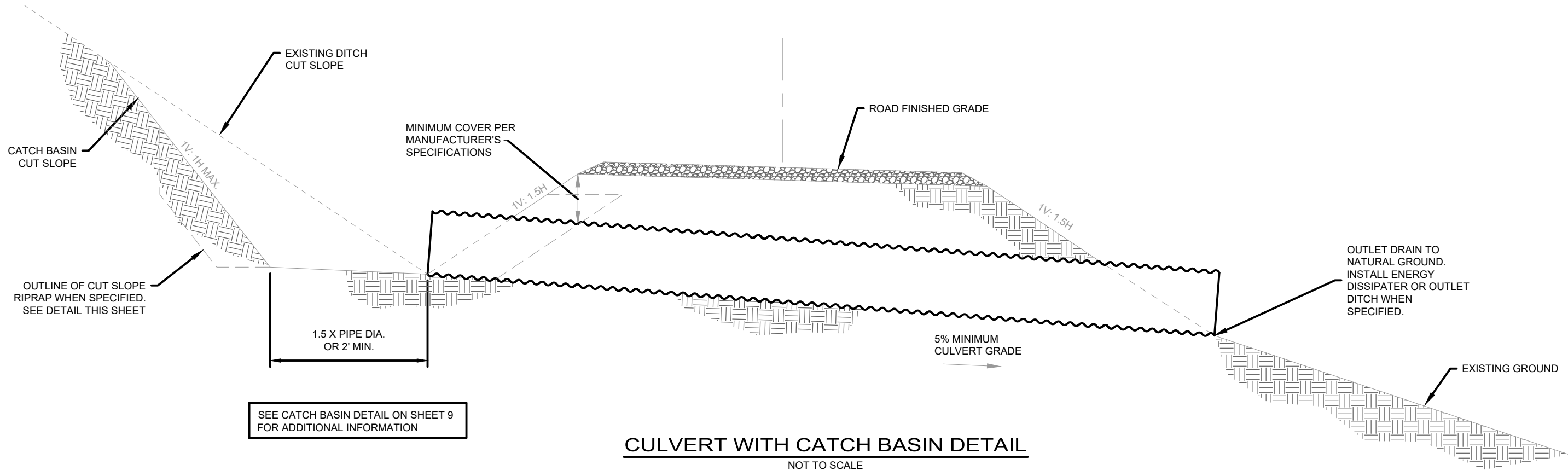
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PROJECT NAME  
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**PROJECT D1 ROAD SURFACING**  
**NEZPERCE/CLEARWATER**  
**MOOSE CREEK RANGER DISTRICT**

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**CULVERT DETAIL**

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**CLEAR CORRAL STWD - IRTC**  
**PROJECT D1 ROAD SURFACING**  
NEZPERCE/CLEARWATER  
MOOSE CREEK RANGER DISTRICT

DRAWING TITLE

**CULVERT WITH CATCH**  
**BASIN DETAIL**

DATE **3/27/2025**

DESIGNER  
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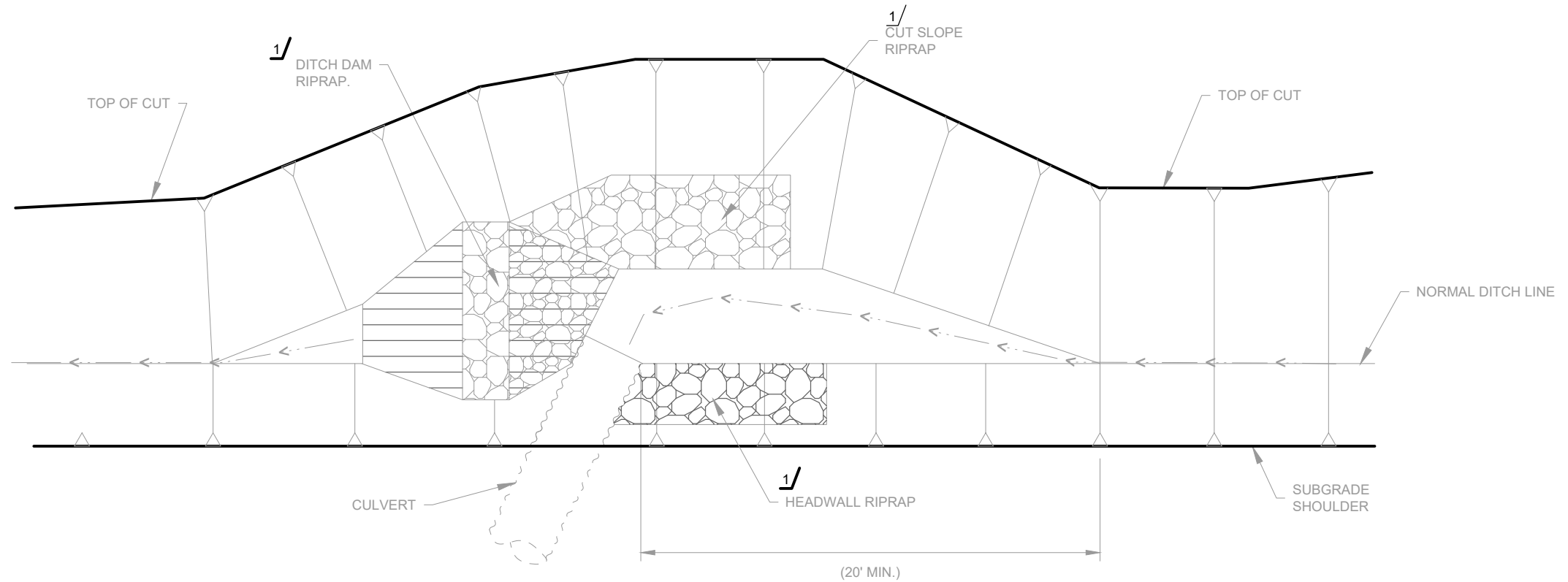
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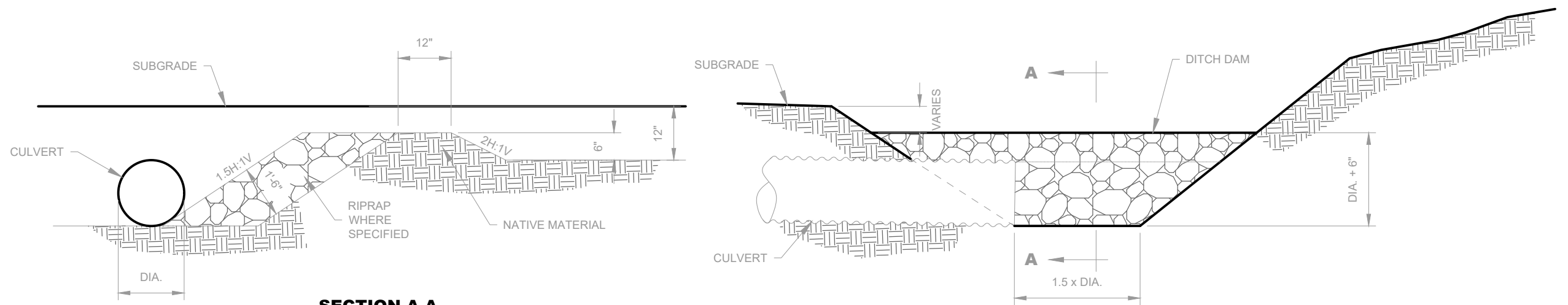
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PLAN VIEW

1/ INSTALL RIPRAP WHEN SPECIFIED

**CATCH BASIN DETAIL**  
NOT TO SCALE



SECTION A-A

CATCH BASIN ELEVATION



**NORTHERN REGION**  
REGION 1

PROJECT NAME  
**CLEAR CORRAL STWD - IRTC**  
**PROJECT D1 ROAD SURFACING**  
**NEZPERCE/CLEARWATER**  
**MOOSE CREEK RANGER DISTRICT**

DRAWING TITLE

**CATCH BASIN DETAIL**

DATE  
**3/27/2025**

DESIGNER  
**WEDDLE**

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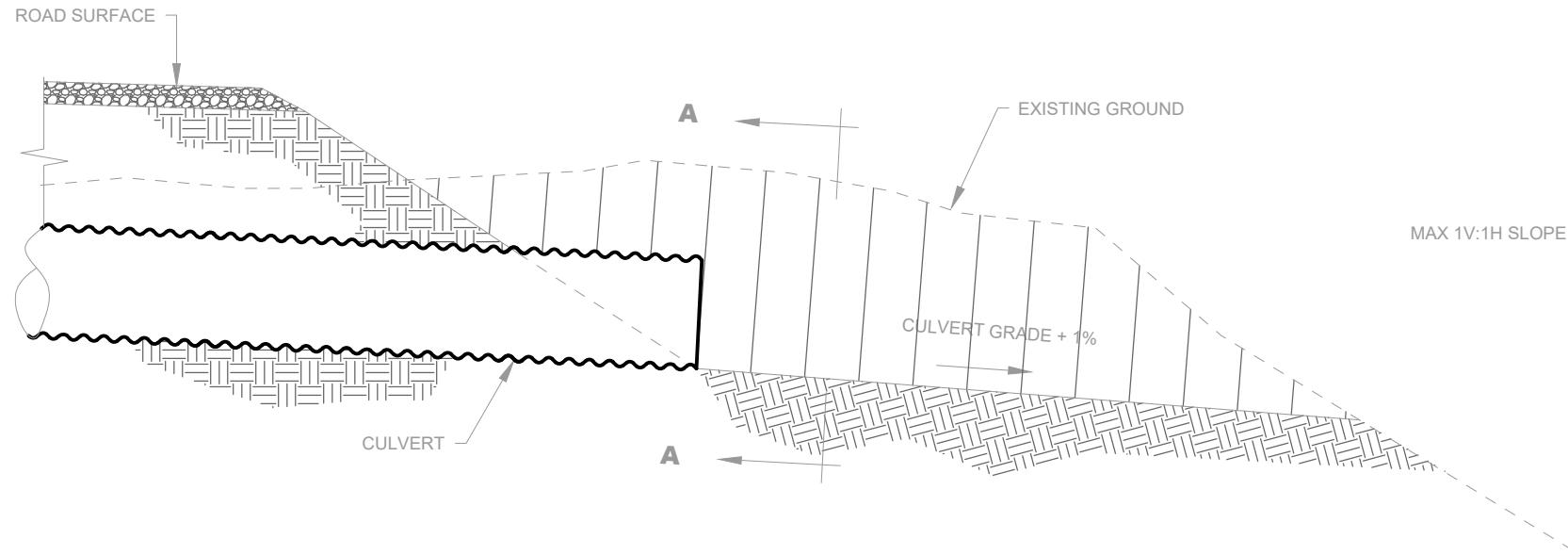
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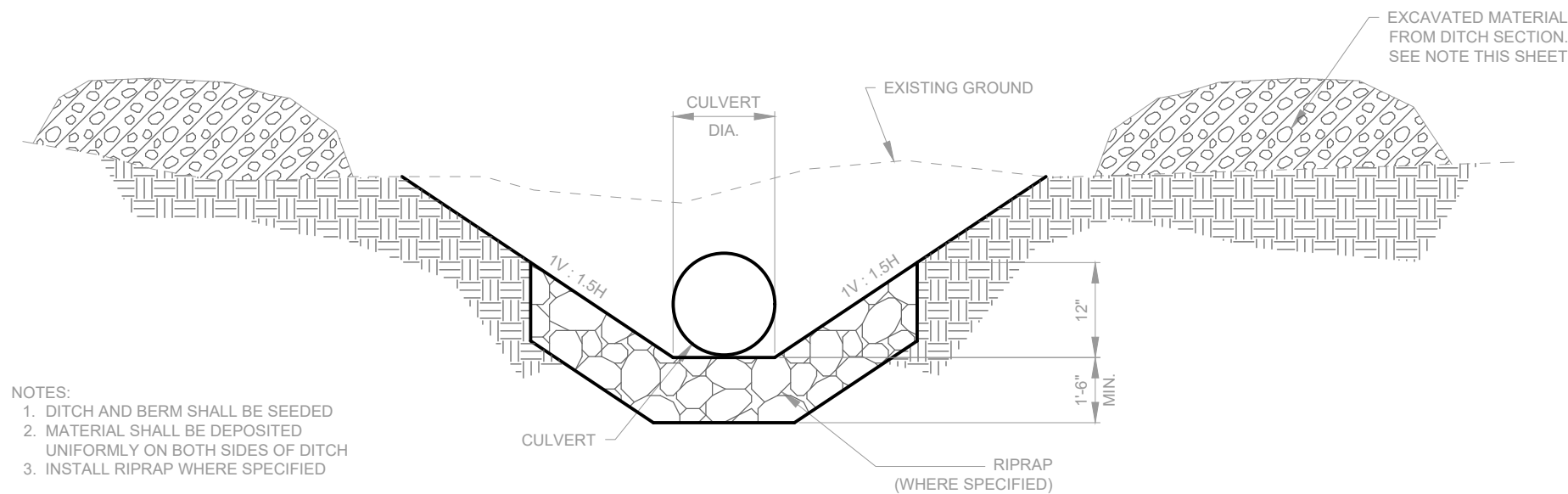
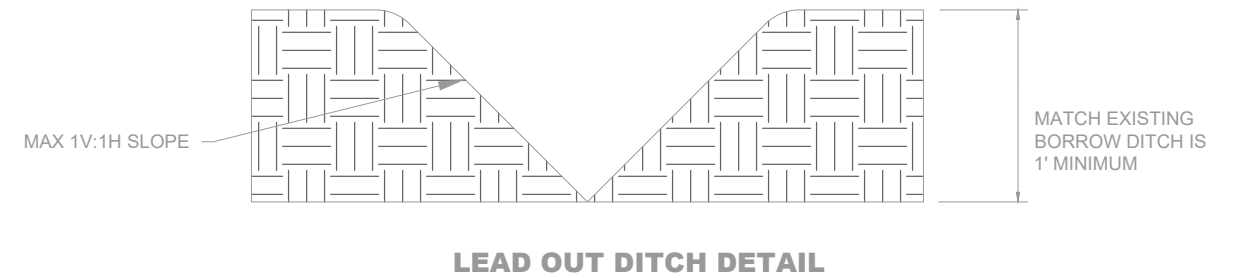
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**SECTION ALONG CENTERLINE CULVERT/OUTLET DITCH**



**SECTION A-A**

**OUTLET DITCH**  
NOT TO SCALE

- NOTES:
1. DITCH AND BERM SHALL BE SEEDED
  2. MATERIAL SHALL BE DEPOSITED UNIFORMLY ON BOTH SIDES OF DITCH
  3. INSTALL RIPRAP WHERE SPECIFIED

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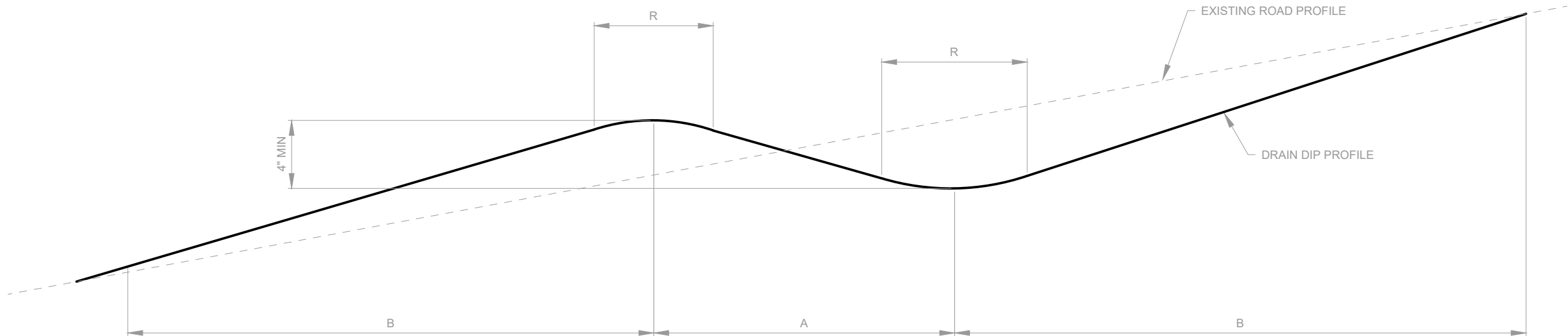
**NORTHERN REGION**  
REGION 1

PROJECT NAME  
**CLEAR CORRAL STWD - IRTC**  
**PROJECT D1 ROAD SURFACING**  
**NEZPERCE/CLEARWATER**  
**MOOSE CREEK RANGER DISTRICT**

DRAWING TITLE  
**OUTLET DITCH DETAIL**

|                          |                      |                           |      |         |  |                           |  |                                      |  |
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**DRAIN DIP**  
NOT TO SCALE

| GRADE (%) | TYPE I |       |          | GRADE (%) | TYPE II |       |          | GRADE (%) | TYPE III |         |          |
|-----------|--------|-------|----------|-----------|---------|-------|----------|-----------|----------|---------|----------|
|           | LENGTH | TAPER | ROUNDING |           | LENGTH  | TAPER | ROUNDING |           | LENGTH   | TAPER   | ROUNDING |
|           | A(ft)  | B(ft) | R(ft)    |           | A(ft)   | B(ft) | R(ft)    |           | A(ft)    | B(ft)   | R(ft)    |
| 0-5       | 30     | 30    | 30       | 0-5       | 20      | 25    | 20       | 0-5       | 10       | 15      | 10       |
| 6-9       | 30     | 50    | 30       | 6-9       | 20      | 40    | 20       | 6-9       | 10       | 20      | 10       |
| 10-12     | 30     | 60    | 30       | 10-12     | 20      | 50    | 20       | 10 - 30   | 10       | 10 - 30 | 10       |

- NOTES:
- CROSS SLOPE OF THE LOW POINT DRAINLINE SHALL BE 5%.
  - SKEW OF DRAINLINE SHALL BE 0-25 DEGREES.
  - WHEN RIPRAP IS SPECIFIED AT OUTLET, IT SHALL BE SHAPED TO ASSURE WATER GOES ONTO RIPRAP, NOT AROUND.
  - RIPRAP TOP ELEVATION SHALL BE AT TOP OF FINISHED OUTLET GRADE, NOT SUBGRADE.
  - TAPER LENGTHS SHALL BE WITHIN 10% OF LISTED LENGTHS.
  - UNLESS OTHERWISE SPECIFIED DO NOT INTERCEPT THE ROADWAY DITCH.



**NORTHERN REGION**  
**REGION 1**

PROJECT NAME  
**CLEAR CORRAL STWD - IRTC**  
**PROJECT D1 ROAD SURFACING**  
**NEZPERCE/CLEARWATER**  
**MOOSE CREEK RANGER DISTRICT**

DRAWING TITLE

**DRAIN DIP DETAIL**

DATE  
**3/27/2025**

DESIGNER  
**WEDDLE**

CHECKED

DWG SHEET NO.

SHEET

| NO. | REVISION DESCRIPTION | BY | DATE |
|-----|----------------------|----|------|
| △   |                      |    |      |
| △   |                      |    |      |
| △   |                      |    |      |

**10**

**10**  
OF  
**10**



**SUPPLEMENTAL SPECIFICATIONS.** Construct this project in compliance with the Federal Highway Administration's Standard Specification for Construction of Roads and Bridges on Federal Highway Projects (FP-14) and the Forest Service Supplemental Specifications (FSSS) that are included below.

CLEAR CORRAL  
STWD - IRTC  
PROJECT D1 ROAD  
SURFACING  
2025- FSSS

Forest Service  
Supplemental  
Specifications

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## Preface

Preface\_wo\_02\_27\_2024

**Delete all but the first paragraph and add the following:**

The Forest Service, US Department of Agriculture has adopted FP-14 for construction of National Forest System Roads.

# 101 - Terms, Format, and Definitions

101.01\_National\_3\_15\_2017

Add the following paragraph to Subsection 101.01:

## 101.01 Meaning of Terms.

Delete all references to the FAR (Federal Acquisition Regulations) in the specifications when incorporating into 2400-6(T) Timber Sale or 2400-13(T) Stewardship contracts.

101.01\_National\_11\_9\_2016

Add the following paragraph to Subsection 101.01:

## 101.01 Meaning of Terms.

Delete all references to the TAR (Transportation Acquisition Regulations) in the specifications.

101.03\_National\_11\_9\_2016

Add the following to Subsection 101.03:

## 101.03 Abbreviations.

### (a) Acronyms.

AGAR — Agriculture Acquisition Regulations

AFPA — American Forest and Paper Association

FSAR — Forest Service Acquisition Regulations

MSHA — Mine Safety and Health Administration

NESC — National Electrical Safety Code

WCLIB — West Coast Lumber Inspection Bureau

### (f) Miscellaneous unit abbreviations.

|    |   |          |          |
|----|---|----------|----------|
| MP | — | milepost | location |
|----|---|----------|----------|

|     |   |                   |        |
|-----|---|-------------------|--------|
| ppm | — | parts per million | volume |
|-----|---|-------------------|--------|

|     |  |         |          |
|-----|--|---------|----------|
| STA |  | station | location |
|-----|--|---------|----------|

**Make the following changes to Subsection 101.04:**

101.04 Definitions.

**Delete these definitions and replace the following:**

**Bid Schedule** — The Schedule of Items.

**Bridge** — A structure, including supports, erected over a depression or an obstruction such as water along a road, a trail, or a railway and having a deck for carrying traffic or other loads.

**Contractor** — The individual or legal entity contracting with the Government for performance of prescribed work. In a timber sale contract, the contractor is the “Purchaser”.

**Culvert** — Any structure with a bottom, regardless of fill depth, depth of invert burial, or presence of horizontal driving surface, or any bottomless (natural channel) structure with footings that will not have wheel loads in direct contact with the top of the structure.

**Drawings** — (Public Works Contracts) Design sheets or fabrication, erection, or construction details submitted to the CO by the Contractor according to FAR Clause 52.236-21 Specifications and Drawings for Construction. Also refers to submissions and submittals.

**Notice to Proceed** — (Public Works Contracts) Written notice to the Contractor to begin the contract work.

**Right-of-Way** — A general term denoting (1) the privilege to pass over land in some particular line (including easement, lease, permit, or license to occupy, use, or traverse public or private lands), or (2) Real property necessary for the project, including roadway, buffer areas, access, and drainage areas.

**Solicitation**—(Public Works Contracts) The complete assembly of documents (whether attached or incorporated by reference) furnished to prospective bidders.

**Add the following definitions:**

**Adjustment in Contract Price** — “Equitable adjustment,” as used in the Federal Acquisition Regulations, or “construction cost adjustment,” as used in the Timber Sale Contract, as applicable.

**Change** — “Change” means “change order” as used in the Federal Acquisition Regulations, or “design change” as used in the Timber Sale Contract.

**Forest Service** — The United States of America, acting through the Forest Service, U.S. Department of Agriculture.

**Neat Line** — A line defining the proposed or specified limits of an excavation or structure.

**Pioneer Road** — Temporary construction access built along the route of the project.

**Purchaser** — The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through agents, employees, or subcontractors.

**Protected Streamcourse** — A drainage shown on the plans or timber sale area map that requires designated mitigation measures.

**Road Order** — An order affecting and controlling traffic on roads under Forest Service jurisdiction. Road Orders are issued by a designated Forest Officer under the authorities of 36 CFR, part 260.

**Shop Drawings** — (Timber and Stewardship Contracts) Referred to as “Drawings” in FP-14, include drawings, diagrams, layouts, schematics, descriptive literature, illustrations, lists or tables, performance and test data, and similar materials furnished by Purchaser to explain in detail specific portions of the work required by the contract.

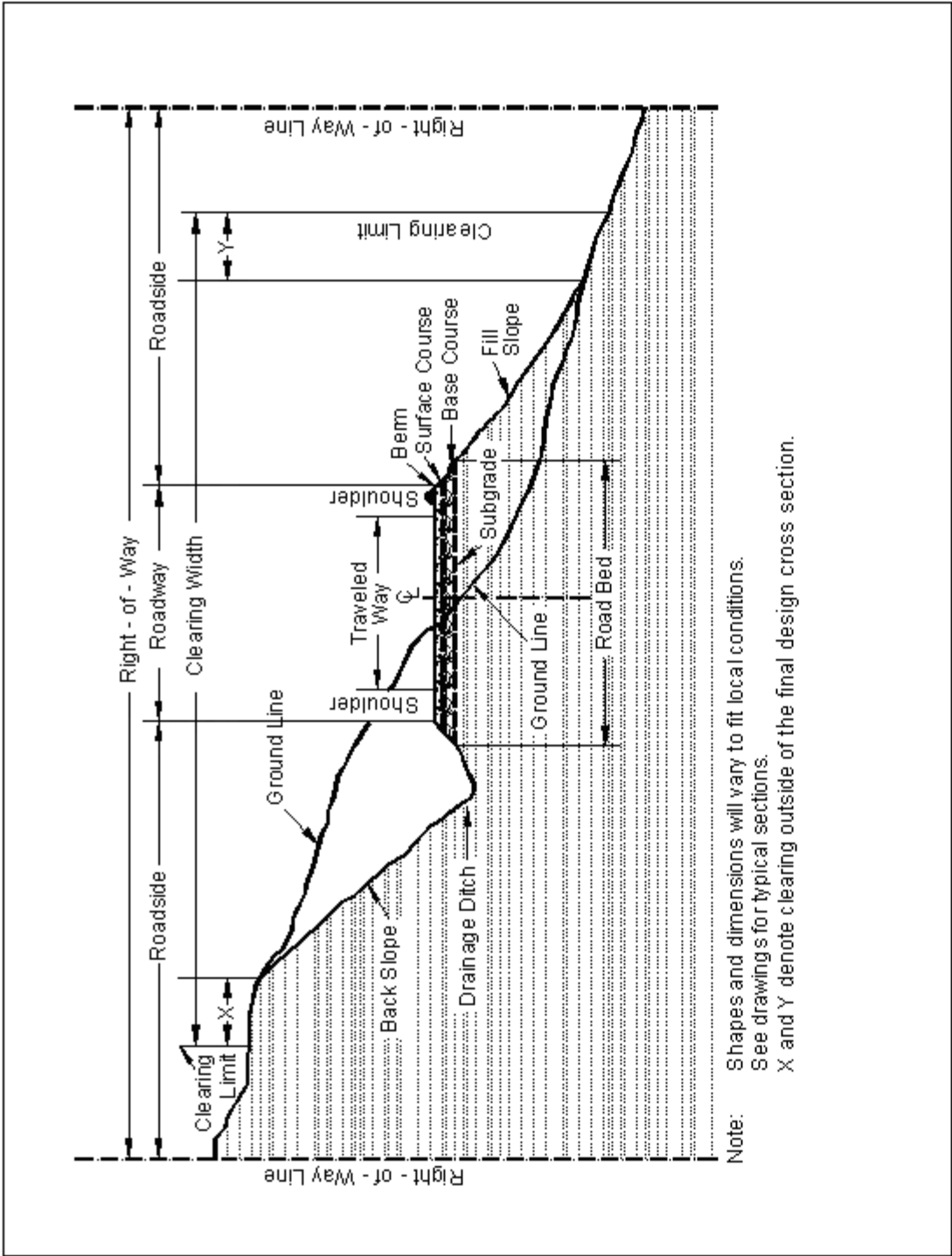
**Utilization Standards** —

The minimum size and percent soundness of trees described in Public Works contract specifications or Timber Sale and IRTC contract provisions to determine merchantable timber.

**Add Figure 101-1—Illustration of road structure terms:**



Figure 101-1—Illustration of road structure terms.



## 102 - Bid, Award, and Execution of Contract

102.00\_National\_11\_9\_2016

**Delete Section 102 in its entirety.**

Delete Section 102.

## 103 - Scope of Work

103.00\_National\_11\_9\_2016

**Delete all of Section 103 except Subsection 103.01 Intent of Contract.**

Delete Subsections 103.02, 103.03, 103.04, 103.05.

## 104 - Control of Work

104.00\_National\_11\_9\_2016

**Delete Subsections 104.01, 104.02, and 104.04.**

Delete Subsections 104.01, 104.02, 104.04.

104.03\_National\_3\_3\_2021

**Delete Subsection 104.03 and replace with the following:**

**104.03 Specifications and Drawings.**

Refer to B(T) 5.211 in the 2400-6(T)) or the 2400-13(T) contracts for requirements under this subsection.

104.06\_National\_11\_9\_2016

**Add the following to Subsection 104.06:**

**104.06 Use of Roads by Contractor.**

The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in the Road Order(s) or described in the contract, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

## 105 - Control of Material

105.05\_National\_6\_29\_2020

### 105.05 Use of Material Found in the Work.

Delete 105.05 (a) and (b) and the last sentence of the second paragraph and substitute the following:

Materials produced or processed from Government lands in excess of the quantities required for performance of this contract are the property of the Government. Place excess material safely at government-approved location, at no additional cost to government.

# 106 - Acceptance of Work

106.01\_National\_7\_18\_2017

## **Delete Subsection 106.01 and replace with the following:**

### 106.01 Conformity with Contract Requirements.

Follow the requirements of FAR Clause 52.246-12 Inspection of Construction.

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is more strict.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

The Government may inspect, sample, or test all work at any time before final acceptance of the project. When the Government tests work, copies of test reports are furnished to the Contractor upon request. Government tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the Government, the Contractor's results may be used by the Government to evaluate work for acceptance. Do not rely on the availability of Government test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Four methods of determining conformity and accepting work are described in Subsections 106.02 to 106.05 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove, repair, or replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted. Removing, repairing, or replacing work; providing temporary traffic control; and any other related work to accomplish conformity will be at no cost to the Government.

**(a) Disputing Government test results.** If the accuracy of Government test results is disputed, promptly inform the CO. If the dispute is unresolved after reasonable steps are taken to resolve the dispute, further evaluation may be obtained by written request. Include a narrative describing the dispute and a proposed resolution protocol that addresses the following:

1. Sampling method;
2. Number of samples;
3. Sample transport;

4. Test procedures;
5. Testing laboratories;
6. Reporting;
7. Estimated time and costs; and
8. Validation process.

If the evaluation requires additional sampling or testing be performed, mutually agree with the Government on witnessing procedures and on sampling and testing by a third party laboratory. Use a third party laboratory accredited by the AASHTO accreditation program. Provide proof of the laboratory's accreditation for the test procedures to be used. Do not use the same laboratory that produced the disputed Government test results or that produced the test results used as a basis for the dispute.

The CO will review the proposed resolution protocol and may modify it before final approval and execution.

The Government will use the approved resolution protocol test results to determine the validity of the disputed testing. If the Government test results are validated, the Contractor will be responsible for all costs associated with developing and performing the resolution protocol. If the Government test results are not validated, the Government will be responsible for all costs associated with developing and performing the resolution protocol. If the validity of the Government test results cannot be determined, the Contractor and Government will equally share all costs associated with developing and carrying out the resolution protocol.

**(b) Alternatives to removing and replacing non-conforming work.** As an alternative to removal and replacement, the Contractor may submit a written request to:

1. Have the work accepted at a reduced price; or
2. Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

106.02\_National\_11\_9\_2016

**Delete Subsection 106.02 and replace with the following:**

#### **106.02 Visual Inspection.**

Acceptance is based on visual inspection of the work for compliance with the specific contract requirements. Use prevailing industry standards in the absence of specific contract requirements or tolerances.

*Delete Subsection 106.07.*

106.07 Partial and Final Acceptance.



## 107 - Legal Relations and Responsibility to the Public

107.05\_National\_7\_18\_2017

### **Delete Subsection 107.05.**

Delete Subsection 107.05.

107.08\_National\_3\_3\_2021

### **Delete Subsection 107.08 and replace with the following:**

#### 107.08 Sanitation, Health, and Safety.

Refer to specific provisions under B(T) 6.0 in the 2400-6(T) or the 2400-13(T) contracts for requirements under this subsection.

## 108 - Prosecution and Progress

108.00\_National\_11\_9\_2016

**Delete Section 108 in its entirety.**

Delete Section 108.

## 109 - Measurement and Payment

109.00\_National\_11\_9\_2016

### **Delete Subsections 109.06, 109.07, 109.08, and 109.09:**

Delete Subsections 109.06, 109.07, 109.08, 109.09.

109.01\_National\_2\_22\_2019

### **Delete the third paragraph and Table 109-1 of Subsection 109.01 and replace with the following:**

#### 109.01 Measurement of Work.

Take measurements as described in Subsection 109.02 unless otherwise modified by the Measurement Subsection of the section controlling the work being performed. Table 109-1 indicates the accuracy required for quantities of the various pay units used in the Schedule of Items. Use this guide to determine the decimal placement in the final payment.

**Table 109-1**

**Decimal Accuracy of Quantities for Final Payment**

| Pay Item   | Level of Precision |
|--|--------------------|
| Linear Foot  | 1                  |
| Exception--Timber, Steel, and concrete Piles   | 0.1                |
| Station  | 0.1                |
| Mile   | 0.01               |
| Square Foot  | 0.1                |
| Square Yard  | 0.1                |
| Each   | 1                  |
| Acre   | 0.01               |
| Gallon   | 1                  |
| M-Gals.  | 0.1                |
| Cubic Yard   | 1                  |
| Exception--Structure Excavation; Sheathing Materials; Bedding, Bed Course, and Backfill Materials; Gabions;        | 0.1                |
| Exception--Concrete; Masonry   | 0.01               |
| Pound  | 1                  |
| Ton  | 0.1                |
| Exception--Calcium Chloride; Sodium Chloride; Hydrated Lime; Bituminous Materials; Pavements; Bed Course Materials | 0.01               |
| Hour   | 0.1                |
| MFBM   | 0.01               |
| Station Yard   | 1                  |
| Cubic Yard Mile  | 1                  |
| Ton Mile   | 1                  |

**Add the following sentence to Subsection 109.02(b):**

109.02 Measurement Terms and Definitions.

**(b) Contract quantity.**

Contract quantities will be adjusted only when there are errors in the original design of 15% or more.

# 153 - Contractor Quality Control

153.00\_Regional\_3\_8\_2023

Delete Section 153 in its entirety and replace with the following.

## Section 153. —CONTRACTOR QUALITY CONTROL

### Description

**153.01** This work consists of planning and implementing a construction quality process to ensure work conforms to the contract. This work also includes quality control inspection and documentation, recording and submitting measurement notes, and process control sampling and testing. See FAR Clause 52.246-12 Inspection of Construction.

### Construction Requirements

#### 153.02 Qualifications.

Submit the following for approval with the quality control plan:

**(a) Quality control manager (QCM).** Name and title of the individual to be responsible for quality control. For timber sales the Purchaser's Representative will be designated as the QCM unless otherwise identified by the Purchaser and agreed to by the Forest Service.

**(b) Testers.** Provide testers with at least one year experience in the type of sampling and testing required, and with one of the following for the type of sampling and testing performed:

- (1) NICET Level II certification in highway material or equivalent state or industry certification;
- (2) Certification by a regional certification program (such as Western Alliance for Quality Transportation Construction (WAQTC), Northeast Transportation Technician Certification Program (NETTCP), Southeast Task Force for Technician Training and Qualification (STFTTQ), or Multi Regional Training and Certification (M-TRAC)); or
- (3) At least one year employment by an AASHTO accredited laboratory performing equivalent sampling and testing.

**153.03 Quality Control Plan (QCP).** Develop a QCP addressing all contract work categories. The QCP shall include the following:

**(a) Quality control procedures.** Description of tests, measurements, or inspections to be performed to ensure work conforms to the contract. Submit written proposals for approval of alternate AASHTO or State approved test methods. Alternate methods may be allowed based on documented equivalence to the specified method.

As a minimum perform process control testing according to the Sampling, Testing, and Acceptance Requirements tables included at the end of each Section where applicable.

**(b) Records.** Describe the reporting format for all quality control records.

At least 14 days before the start of work, submit the QCP for approval. Do not perform work on a work category unless the quality control for that category is accepted. Approval does not imply that the QCP will result in contract compliance.

Revise the QCP when contract quality requirements are not achieved and when changes occur in the contract, work progress, or personnel.

**153.04 Prosecution of Work.** Complete the following:

**(a) Preparatory phase.** When required by a pay item hold a preparatory phase meeting to discuss requirements of the work and the associated quality control process.

**(b) Start-up phase.**

**(1)** When required by a pay item hold a start-up meeting to review the planned quality control process.

**(c) Production phase.**

**(1)** Inspect, test, and report according to the QCP and evaluate the acceptability of the work produced.

**(2)** Identify and correct deficiencies.

**(3)** Request Government inspection and acceptance.

**153.05 Sampling and Testing.** Inspect commercial laboratory equipment within 45 days of project use.

Have mobile laboratory equipment inspected and calibrated after the laboratory is moved to the project and every time it is moved thereafter. Keep laboratory facilities clean and maintain equipment in proper working condition. Certify that equipment conforms to testing requirements and submit evidence of current calibrations.

Allow the CO unrestricted access to the laboratory for inspection and review. When requested by the CO, provide additional inspections and tests to demonstrate sampling and testing proficiency. Submit proficiency sample test results within 48 hours of sample receipt.

Perform quality control sampling and testing according to the QCP and the sampling, testing, and acceptance requirements table in applicable sections.

When no sampling frequencies are specified, submit the proposed sampling and testing frequencies.

**153.06 Certifications.** Obtain, review, and verify certifications for work. Submit certifications when required.

**153.07 Records and Control Charts.** Maintain complete testing and inspection records by road number and pay item number. Make them accessible to the CO.

**(a) Quality control and construction operations reports.** Prepare weekly, or otherwise agreed to interval, measurement notes showing construction progress by listing quantities of completed work for each pay item per road.

**(b) Government Inspection and Acceptance.** Requests for Government inspection and acceptance, unless otherwise agreed to, shall include measurement notes listing quantities of completed work by pay item, be signed by the Quality Control Manager, and be certified with the following statement:

*"I certify that the information contained in this record is accurate and that work documented herein complies with the contract. Exceptions to this certification are documented as a part of this record."*

**153.08 Acceptance.** The Contractor's quality control system will be evaluated under Subsection 106.02 based on its demonstrated effectiveness to ensure work conforms to the contract.

#### **Measurement and Payment**

**153.09** Measure contractor quality control according to Subsection 109.02. The accepted quantities will be paid at the contract price per unit of measurement for the Section 153 pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

## 155 - Schedules for Construction Contracts

155.00\_National\_11\_9\_2016

**Delete Section 155 in its entirety.**

Delete Section 155.



## 156 - Public Traffic

156.00\_National\_2\_5\_2019

Delete Section 156 in its entirety and replace with the following:

### Section 156. – PUBLIC TRAFFIC

#### Description

**156.01** This work consists of controlling and protecting public traffic adjacent to and within the project.

#### Material

**156.02** Conform to the MUTCD and the following Sections and Subsections:

|  |        |
|--|--------|
| Permanent Traffic Control                | 633    |
| Traffic Signing and Marking Material     | 718    |
| Concrete Barriers and Precast Guardwalls | 618    |
| Temporary plastic fence                  | 710.11 |

#### Construction Requirements

**156.03 General.** Accommodate traffic according to MUTCD, approved traffic control plan and this section. Perform work in a manner that ensures safety and convenience of the public. Unless otherwise provided for in Table 156-1, keep existing roads open to all traffic during road improvement work, and maintain them in a condition that will adequately accommodate traffic. Delays may not exceed 4 hours at any one time followed by an open period of no less than **30** minutes. Accommodate public traffic on roads adjacent to and within the project until the project is accepted according to Subsection 106.07(b).

Submit traffic control plan at least 30 days prior to intended use. Perform no work that interferes or conflicts with traffic or existing access to the roadway surface until a traffic control plan has been approved.

Post construction signs and traffic control devices in conformance with MUTCD and Forest Service EM 7100-15. All required signs will be in place and approved prior to beginning work on project.

If the Contractor agrees in writing to allow public traffic to use a new road being constructed prior to completion, it will be considered an existing road for traffic control purposes.

**156.04 Temporary Traffic Control.** Install and maintain temporary traffic control devices adjacent to and within the project as required by the approved traffic control plan and the MUTCD. Install and maintain traffic control devices as follows:

- (a) Furnish and install traffic control devices before the start of construction operations.
- (b) All detours outside of clearing limits will be approved in writing by the Contracting Officer as part of the traffic control plan.
- (c) Install only those traffic control devices needed for each stage or phase.

- (d) Relocate temporary traffic control devices as necessary.
- (e) Remove devices that no longer apply to the existing conditions.
- (f) Immediately replace any device that is lost, stolen, destroyed, or inoperative.
- (g) Keep temporary traffic control devices clean.
- (h) Remove all temporary traffic control devices upon contract completion or when approved.
- (i) When required, use flaggers certified by the American Traffic Safety Services Association, the National Safety Council, the International Municipal Signal Association, a state agency, or other acceptable organization. Perform the work described under MUTCD Part 6. Use type III, VII, VIII, or IX retroreflective sheeting on flagger paddles. Do not use flags. Flaggers must wear high visibility safety apparel as required by MUTCD 6E.02.

**156.05 Temporary Closures.** Road segments may be closed as shown in Table 156-1. The maximum consecutive days of closure shall be followed by a minimum number of consecutive days open to traffic as shown. Maintain traffic control devices during closure period(s). Appropriate barricades and signs will be erected and maintained as shown in the traffic control plan or as otherwise designated.

Prior to closing roads during construction, give written notice to the Contracting Officer at least 10 days in advance.

**Table 156-1  
Temporary Road Closures**

| Road Number | From Terminus | To Terminus | Maximum Consecutive Days of Closure | Minimum Consecutive Days Open |
|-------------|---------------|-------------|-------------------------------------|-------------------------------|
|             |               |             |                                     |                               |
|             |               |             |                                     |                               |
|             |               |             |                                     |                               |
|             |               |             |                                     |                               |

**156.06 Acceptance.** Public traffic work will be evaluated under Subsection 106.02.

#### **Measurement and Payment**

**156.07** Do not measure Public Traffic for payment. Payment for contract work is provided indirectly. See Subsection 109.05.

## 201 - Clearing and Grubbing

201.03\_Regional\_8\_16\_2021

Delete the last sentence in the second paragraph of Subsection 201.03.

### **201.03 General.**

Delete paragraph (c) and (d) of Subsection 201.04 and replace with the following:

### **201.04 Clearing.**

- (c) In areas outside the excavation, embankment, and slope rounding limits, cut stumps to within **12** inches or one-third of the stump diameter of the ground, whichever is higher, measured on the side adjacent to the highest ground. For timber sales, stump heights will meet the requirements of the Timber Sale contract; and
- (d) Trim tree branches that extend over the road surface and shoulders to attain a clear height of **14 feet**. If required, remove other branches to present a balanced appearance. Trim according to accepted tree surgery practices. Treat wounds with tree wound dressing.

201.04\_National\_11\_2\_2016

Add the following paragraph to Subsection 201.04:

### **201.04 Clearing.**

- (e) Do not cut vegetation less than 3 feet in height and less than 3 inches in diameter that is within the clearing limits but beyond the roadway and not in a decking area and that does not interfere with sight distance along the road unless otherwise designated.

201.06\_National\_11\_2\_2016

Delete the first sentence of this Subsection 201.06 and replace the following:

### **201.06 Disposal.**

Dispose of merchantable timber designated for removal according to the provisions of the timber sale contract.

## 202 - Additional Clearing and Grubbing

202.04\_Regional\_8\_2\_2021

Delete the Subsection 202.01 and replace the following:

**202.01** This work consists of clearing and grubbing within clearing limits as designated in the plans. This work also includes scalloping clearing lines, clearing vistas, thinning vegetation, special clearing and grubbing and the removal of individual trees and stumps designated in the plans that may be outside the clearing limits.

Add the following to Subsection 202.04:

### **202.04 Selective Clearing.**

- (a) **Roadside Clearing.** Cut all brush and small trees, 6 inches in diameter or less at the point of cut, inside the roadside clearing limits and outside the roadway no higher than 12 inches above ground level. If rocks or other obstructions are encountered, cut no higher than 6 inches above the obstruction. Limb live trees with a diameter larger than 6 inches to a height of 14 feet above the road surface.

Add the following to Subsection 202.06:

### **202.06 Special Clearing and Grubbing.**

- (a) **Roadway and Roadside Clearing and Grubbing.** Clear Within the roadside clearing limits. Grub the roadway and horizontally 2 feet beyond each shoulder. Dispose of merchantable timber according to Subsection 201.06

## 203 - Removal of Structures and Obstructions

203.05\_National\_9\_10\_2018

Add the following to Subsection 203.05:

### 203.05 Disposing of Material.

**(e) Windrowing Construction Slash.** Place construction slash outside the roadway in neat, compacted windrows approximately parallel to and along the toe line of embankment slopes. Do not permit the top of the windrows to extend above subgrade. Use construction equipment to matt down all material in a windrow to form a compact and uniform pile. Construct breaks of at least 15 feet at least every 200 feet in a windrow. Do not place windrows against trees.

**(f) Scattering.** Scatter construction slash in designated areas without damaging trees. Limb all logs. Place logs and stumps away from trees, positioned so they will not roll, and are not on top of one another. Limb and scatter other construction slash to reduce slash concentrations. When scattering for erosion control, place construction slash as flat as practicable on the completed slope.

**(g) Chipping.** Use an approved chipping machine to chip slash longer than 3 feet. Deposit chips on embankment slopes or outside the roadway to a loose depth less than 6 inches. Minor amounts of chips or ground woody material may be permitted within the roadway if they are thoroughly mixed with soil and do not form a layer.

**(h) Debris Mat.** Use tree limbs, tops, cull logs, split stumps, wood chunks, and other debris to form a mat upon which construction equipment is operated. Place stumps upside down and blend stumps into the mat.

**(i) Decking.** Remove brush from designated log deck areas. Limb and top logs.

Logs not meeting the Utilization Standards described in Subsection 201.04(c) shall be cut to lengths less than 8 feet and decked in designated log deck location.

Merchantable timber not associated with an existing timber sale shall be cut to length meeting the Utilization Standards described in Subsection 201.04(c).

Deck logs so that logs are piled parallel to one another; can be removed by standard log loading equipment; will not damage standing trees; will not interfere with drainage, and will not roll. Keep logs in log decks free of brush and soil.

**(j) Removal to designated locations.** Remove construction slash to designated locations.

**(k) Piling.** Pile construction slash in designated areas. Place and construct piles so that if the piles are burned, the burning will not damage remaining trees. Keep piles free of dirt from stumps.

# 204 - Excavation and Embankment

204.00\_National\_11\_4\_2016

Delete Section 204 in its entirety and replace with the following.

## Section 204. — EXCAVATION AND EMBANKMENT

### Description

**204.01** This work consists of excavating material and constructing embankments. This work also includes furnishing, hauling, stockpiling, placing, disposing, sloping, shaping, compacting, and finishing earthen and rocky material.

### 204.02 Definitions.

**(a) Excavation.** Excavation consists of the following:

**(1) Roadway excavation.** Material excavated from within the right-of-way or easement areas, except subexcavation covered in Subsection 204.02(a)(2) and structure excavation covered in Sections 208 and 209. Roadway excavation includes all material encountered regardless of its nature or characteristics.

**(2) Subexcavation.** Material excavated from below subgrade elevation in cut sections or from below the original ground-line in embankment sections. Subexcavation excludes the work required by Subsection 204.05 or 204.06.

**(3) Borrow excavation.** Material used for embankment construction that is obtained from outside the roadway prism. Borrow excavation includes unclassified borrow, and topping.

**(b) Embankment construction.** Embankment construction consists of placing and compacting roadway or borrow excavation. This work includes:

- (1)** Preparing foundation for embankment;
- (2)** Constructing roadway embankments;
- (3)** Benching for side-hill embankments;
- (4)** Constructing dikes, ramps, mounds, and berms; and
- (5)** Backfilling subexcavated areas, holes, pits, and other depressions.

**(c) Conserved topsoil.** Excavated material conserved from the roadway excavation and embankment foundation areas that is suitable for growth of grass, cover crops, or native vegetation.

**(d) Waste.** Excess and unsuitable roadway excavation and subexcavation that cannot be used.

### Material

**204.03** Conform to the following Subsections:

|                     |           |
|---------------------|-----------|
| Topping             | 704.05    |
| Unclassified borrow | 704.06    |
| Water               | 725.01(c) |

## Construction Requirements

**204.04 Preparation for Roadway Excavation and Embankment Construction.** Clear the area of vegetation and obstructions according to Sections 201 and 203.

Road pioneering, slash disposal, and grubbing of stumps may proceed concurrently with excavation and embankment. Maintain drainage during pioneering operations.

**204.05 Conserved Topsoil.** When designated, conserve topsoil from roadway excavation and embankment foundation areas. Stockpile conserved topsoil in low windrows immediately beyond the rounding limits of cut and embankment slopes or in other approved locations. Separate conserved topsoil from other excavated material. When designated, place conserved topsoil on completed slopes according to Section 624.

**204.06 Roadway Excavation.** Excavate as follows:

**(a) Rock cuts.** Blast rock according to Section 205. Excavate rock cuts to 6 inches (150 millimeters) below subgrade within the roadbed limits. Backfill to subgrade with topping or other suitable material. Compact the material according to Subsection 204.11.

**(b) Earth cuts.** Scarify earth cuts to 6 inches (150 millimeters) below subgrade within the roadbed limits. Compact the scarified material according to Subsection 204.11.

**(c) Pioneer Roads.** Conduct excavation and placement operations so material to be treated under Section 201 will not be incorporated into the roadway unless specified in the slash treatment method. Maintain drainage during pioneering operations.

Remove snow and ice in advance of the work and deposit beyond the roadway limits in a manner that will not waste material or generate sediment. Do not incorporate snow and ice into embankments. Place snow or ice in a manner to prevent resource damage.

**(d) Drainage Feature.** Drainage feature includes construction of all ditches, minor channel changes, drainage dips, catch basins, surface water deflectors, and other minor drainage structures. Compact the material according to Subsection 204.11. Excavate on a uniform grade between control points.

Do not disturb material and vegetation outside the construction limits. Retrieve material deposited outside the construction limits. Dispose of unsuitable or excess excavation material according to Subsection 204.14. Replace shortage of suitable material caused by premature disposal of roadway excavation.

Shape to drain and compact the work area to a uniform cross-section at the end of each day's operations.

**204.07 Subexcavation.** Excavate material to the required limits. Dispose of unsuitable material according to Subsection 204.14. Take cross-sections according to Section 152. Backfill subexcavated area with suitable material in horizontal layers not exceeding 12 inches (300 millimeters) in compacted thickness and compact according to Subsection 204.11. Prevent unsuitable material from mixing with suitable backfill material.

**204.08 Borrow Excavation.** Use suitable roadway excavation in embankment construction. Do not use borrow excavation when it results in excess roadway excavation. Deduct excess borrow excavation from the total borrow excavation quantity.

Obtain borrow source approval according to Subsection 105.02. Develop and restore borrow sources according to Subsections 105.03 and 105.06. Do not excavate beyond the established limits. When applicable, shape the borrow source to permit accurate measurements when excavation is complete.

**204.09 Preparing Foundation for Embankment Construction.** Prepare foundation for embankment construction as follows:

**(a) Embankment over natural ground.** Remove topsoil and break up the ground surface to a minimum depth of 6 inches (150 millimeters) by plowing or scarifying. Compact the ground surface according to Subsection 204.11.

**(b) Embankments over an existing asphalt, concrete, or gravel road surface.** Scarify gravel roads to a minimum depth of 6 inches (150 millimeters). Scarify or pulverize asphalt and concrete roads to 6 inches (150 millimeters) below the pavement. Reduce particles to a maximum size of 6 inches (150 millimeters) and produce a uniform material. Compact the surface according to Subsection 204.11.

**(c) Embankment across ground not capable of supporting equipment.** Dump successive loads of embankment material in a uniformly distributed layer to construct the lower portion of the embankment. Limit the layer thickness to the minimum depth necessary to support the equipment.

**(d) Embankment on an existing slope steeper than 1V:3H.** Cut horizontal steps in the existing slope to a sufficient width to accommodate placement and compaction operations and equipment. Step the slope as the embankment is placed and compacted in layers. Begin each step at the intersection of the original ground and the vertical cut of the previous step.

**204.10 Embankment Construction.** Incorporate only suitable roadway excavation material into the embankment. When the supply of suitable roadway excavation is exhausted, furnish unclassified borrow to complete the embankment. Obtain written approval before beginning construction of embankments over 6 feet (2 meters) high at subgrade centerline. Construct embankments as follows:

**(a) General.** At the end of each day's operations, shape to drain and compact the embankment surface to a uniform cross-section. Eliminate ruts and low spots that could hold water.

During all stages of construction, route and distribute hauling and leveling equipment over the width and length of each layer of material.

Compact embankment side slopes with a tamping foot roller, by walking with a dozer, or by over-building the fill and then removing excess material to the final slope line. For slopes 1V:1½H or steeper, compact the slopes as embankment construction progresses.

**(b) Embankment within the roadway prism.** Place embankment material in horizontal layers not exceeding 12 inches (300 millimeters) in compacted thickness. Incorporate oversize boulders or rock fragments into the 12-inch (300-millimeter) layers by reducing them in size or placing them individually as required below. Compact each layer according to Subsection 204.11 before placing the next layer.

Material composed predominately of boulders or rock fragments too large for 12-inch (300-millimeter) layers may be placed in layers up to 24 inches (600 millimeters) thick. Incorporate oversize boulders or rock fragments into the 24-inch (600-millimeter) layer by reducing them in size or placing individual rock fragments and boulders greater than 24 inches (600 millimeters) in diameter as follows:

**(1)** Reduce rock to less than 48 inches (1200 millimeters) in the largest dimension;



(2) Distribute rock within the embankment to prevent nesting;

(3) Place layers of embankment material around each rock to a depth not greater than that permitted above. Fill voids between rocks; and

(4) Compact each layer according to Subsection 204.11(a) before placing the next layer.

**(c) Embankment outside of roadway prism.** When placing embankment outside the staked roadway prism, place material in horizontal layers not exceeding 24 inches (600 millimeters) in compacted thickness. Compact each layer according to Subsection 204.11.

**204.11 Compaction.** Compact the embankment using one of the following methods as specified.

**(a) Placement Method 1.** Use AASHTO T 27 to determine the quantity of material retained on a No. 4 (4.75-millimeter) sieve. Compact as follows:

**(1) More than 80 percent retained on a No. 4 (4.75-millimeter) sieve.** Adjust the moisture content to a level suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Use compression-type rollers at speeds less than 6 feet (1.8 meters) per second and vibratory rollers at speeds less than 3 feet (1 meter) per second. Compact each layer of material full width with one of the following and until there is no visible evidence of further consolidation:

(a) Four roller passes of a vibratory roller having a minimum dynamic force of 40,000 pounds (180 kilonewtons) impact per vibration and a minimum frequency of 1000 vibrations per minute;

(b) Eight roller passes of a 20-ton (20-metric ton) compression-type roller; or

(c) Eight roller passes of a vibratory roller having a minimum dynamic force of 30,000 pounds (130 kilonewtons) impact per vibration and a minimum frequency of 1000 vibrations per minute.

Increase the compactive effort for layers deeper than 12 inches (300 millimeters) as follows:

- For each additional 6 inches (150 millimeters) or fraction thereof, increase the number of roller passes in Subsection 204.11(a)(1)(a), by four passes; or

- For each additional 6 inches (150 millimeters) or fraction thereof, increase the number of roller passes in Subsection 204.11(a)(1)(b) and (c), by eight passes.

**(2) 50 to 80 percent retained on a No. 4 (4.75-millimeter) sieve.** Classify the material according to AASHTO M 145. Adjust the moisture content of material classified A-1 through A-5 to a moisture content suitable for compaction. Adjust the moisture content of material classified A-6 and A-7 to within 2 percent of the optimum moisture content. Use AASHTO T 99 to determine the optimum moisture content of the portion of the material passing a No. 4 (4.75-millimeter) sieve. Multiply this number by the percentage of material passing a No. 4 (4.75-millimeter) sieve, and add 2 percent to determine the optimum moisture content of the material.

Use nonvibratory rollers at speeds less than 6 feet (1.8 meters) per second and vibratory rollers at speeds less than 3 feet (1 meter) per second. Compact each layer of material full width according to Subsection 204.11(a)(1).

**(3) Less than 50 percent retained on a No. 4 (4.75-millimeter) sieve.** Classify the material according to AASHTO M 145. For material classified A-1 or A-2-4, determine the maximum density according to AASHTO T 99, Method C.

Adjust the moisture content of material classified A-1 through A-5 to a moisture content suitable for compaction. Adjust the moisture content of material classified A-6 and A-7 to within 2 percent of the optimum moisture content.

Use compression-type or vibratory rollers. Compact each layer of material full width to at least 95 percent of the maximum density. Determine the in-place density and moisture content according to AASHTO T 310 or other approved test procedures. When required, use AASHTO T 224 to correct for coarse particles.

**(b) Placement Method 2.** Adjust the moisture content of the material to a moisture content suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Operate roller compaction equipment over the full width of each layer until there is no visible evidence of further consolidation or, if when a sheepfoot roller is used, the roller “walks out” of the layer. Make at least three complete passes. Use compression-type rollers at speeds less than 6 feet (1.8 meters) per second and vibratory rollers at speeds less than 3 feet (1 meter) per second. Ensure rollers meet the following requirements:

**(1)** Steel wheeled rollers, other than vibratory, capable of exerting a force of not less than 250 pounds per inch (4.5 kilogram/millimeter) of width of the compression roll or rolls.

**(2)** Vibratory steel wheeled rollers equipped with amplitude and frequency controls with a minimum dynamic force of 30,000 pounds (130 kilonewtons) impact per vibration, specifically designed to compact the material on which it is used.

**(3)** Pneumatic-tired rollers with smooth tread tires of equal size that will provide a uniform compacting pressure for the full width of the roller and capable of exerting a ground pressure of at least 80 psi (550 Kilopascals).

**(4)** Sheepfoot, tamping, or grid rollers capable of exerting a force of 250 pounds per inch (4.5 kilogram/millimeter) of width of roller drum.

**(c) Placement Method 3.** Adjust the moisture content of the material to a moisture content suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Operate hauling and spreading equipment uniformly over the full width of each layer until there is no visible evidence of further consolidation. Make at least three complete passes.

**(d) Placement Method 4.** Adjust the moisture content of the material to a moisture content suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Operate hauling and spreading equipment uniformly over the full width of each layer.

**(e) Placement Method 5.** Adjust the moisture content of the material to a moisture content suitable for compaction. Compact the complete surface with a bucket of an excavator larger than 39,000 pounds (18 metric ton) Gross Vehicle Weight using a minimum of three blows. Overlap compaction by ½ width of bucket.

**(f) Placement Method 6.** Adjust the moisture content of the material to a moisture content suitable for compaction. Compact using an approved mechanical tamper for a minimum of three complete passes.

When compacting with rollers or hauling and spreading equipment is not practical, use approved mechanical tampers for a minimum of three complete passes.

**204.12 Drainage Features.** Slope, grade, and shape all drainage features. Remove projecting roots, stumps, rock, or similar matter. Maintain all drainage features in an open condition and without sticks, and other debris.

Form furrow ditches by plowing or using other acceptable methods to produce a continuous furrow. Place excavated material on the downhill side so the bottom of the ditch is approximately 18 inches (450 millimeters) below the crest of the loose material. Clean the ditch using a hand shovel or other suitable method. Shape to provide drainage without overflow.

**204.13 Sloping, Shaping, and Finishing.** Complete subgrade, slopes, drainage features, culverts, riprap, and other underground minor structures before placing aggregate courses. Slope, shape, and finish to the designated tolerance class as defined in Table 204-2 as follows:

**(a) Sloping.** Leave earth slopes with uniform roughened surfaces, except as described in Subsection 204.13(b), with no noticeable break as viewed from the road. Except in solid rock, round tops and bottoms of slopes including the slopes of drainage ditches. Round material overlaying solid rock to the extent practical. Scale rock slopes. Slope rounding is not required on tolerance class D through M roads.

If a slide or slipout occurs on a cut or embankment slope, remove or replace the material and repair or restore damage to the work. Bench or key the slope to stabilize the slide. Reshape the cut or embankment slope to an acceptable condition.

**(b) Stepped slopes.** Where required, construct steps on slopes of  $1\frac{1}{2}$ V:1H to 1V:2H. Construct the steps approximately 18 inches (450 millimeters) high. Blend the steps into natural ground at the end of the cut. If the slope contains non-rippable rock outcrops, blend steps into the rock. Remove loose material found in transitional area. Except for removing large rocks that may fall, scaling stepped slopes is not required.

**(c) Shaping.** Shape the subgrade to a smooth surface and to the cross-section required. Shape slopes to gradually transition into slope adjustments without noticeable breaks. At the ends of cuts and at intersections of cuts and embankments, adjust slopes in the horizontal and vertical planes to blend into each other or into the natural ground.

**(d) Finishing.** Ensure that the subgrade is visibly moist during shaping and dressing; smooth and uniform, and shaped to conform to the typical sections. Remove material larger than 6 inches (150 millimeters) from the top 6 inches (150 millimeters) of the roadbed. Remove unsuitable material from the roadbed, and replace it with suitable material. Scarify to 6 inches (150 millimeters) below the bottom of low sections, holes, cracks, or depressions and bring back to grade with suitable material.

Maintain proper ditch drainage.

**204.14 Disposal of Unsuitable or Excess Material.** Dispose of unsuitable or excess material at designated sites or according to Subsection 203.05(a)

When there is a pay item for waste, shape and compact the waste material in its final location. Do not mix clearing or other material not subject to payment with the waste material.

**204.15 Acceptance.** See Table 204-1 for sampling, testing, and acceptance requirements.

Material for embankment and conserved topsoil will be evaluated under Subsections 106.02 and 106.04.

Excavation and embankment construction will be evaluated under Subsections 106.02 and 106.04.

Subexcavation will be evaluated under Subsections 106.02 and 106.04.

## Measurement

**204.16** Measure the Section 204 pay items listed in the bid schedule according to Subsection 109.02 and the following as applicable:

**(a) Roadway excavation.** Measure roadway excavation in its original position as follows:

**(1)** Include the following volumes in roadway excavation:

- (a)* Roadway prism excavation;
- (b)* Rock material excavated and removed from below subgrade in cut sections;
- (c)* Unsuitable material below subgrade and unsuitable material beneath embankment areas when a pay item for subexcavation is not listed in the bid schedule;
- (d)* Ditches, except furrow ditches measured under a separate pay item;
- (e)* Conserved topsoil;
- (f)* Borrow material used in the work when a pay item for borrow is not listed in the bid schedule;
- (g)* Loose scattered rocks removed and placed as required within the roadway;
- (h)* Conserved material taken from pre-existing stockpiles and used in Section 204 work, except topsoil measured under 624; and
- (i)* Slide and slipout material not attributable to the Contractor's method of operation.

**(2)** Do not include the following in roadway excavation:

- (a)* Overburden and other spoil material from borrow sources;
- (b)* Overbreakage from the backslope in rock excavation;
- (c)* Water or other liquid material;
- (d)* Material used for purposes other than required;
- (e)* Roadbed material scarified in place and not removed;
- (f)* Material excavated when stepping cut slopes;
- (g)* Material excavated when rounding cut slopes;
- (h)* Preparing foundations for embankment construction;
- (i)* Material excavated when benching for embankments;
- (j)* Slide or slipout material attributable to the Contractor's method of operation;
- (k)* Conserved material taken from stockpiles constructed at the option of the Contractor;
- (l)* Material excavated outside the established slope limits; and
- (m)* Road pioneering for the convenience of the Contractor.

**(3)** When both roadway excavation and embankment construction pay items are listed in the bid schedule, measure roadway excavation only for the following:

- (a) Unsuitable material below subgrade in cuts and unsuitable material beneath embankment areas when a pay item for subexcavation is not listed in the bid schedule;
- (b) Slide and slipout material not attributable to the Contractor's method of operations; and
- (c) Drainage ditches, channel changes, and diversion ditches.

**(b) Unclassified borrow, and topping.** When measuring by the cubic yard (cubic meter) measure in its original position. If borrow excavation is measured by the cubic yard (cubic meter) in-place, take initial cross-sections of the ground surface after stripping overburden. Upon completion of excavation and after the borrow source waste material is returned to the source, retake cross-sections before replacing the overburden. Do not measure borrow excavation until suitable roadway excavation is depleted.

**(c) Embankment construction.** Measure embankment construction in its final position. Do not make deductions from the embankment construction quantity for the volume of minor structures.

**(1)** Include the following volumes in embankment construction:

- (a) Roadway embankments;
- (b) Material used to backfill subexcavated areas, holes, pits, and other depressions;
- (c) Material used to restore obliterated roadbeds to original contours; and
- (d) Material used for dikes, ramps, mounds, and berms.

**(2)** Do not include the following in embankment construction:

- (a) Preparing foundations for embankment construction;
- (b) Adjustments for subsidence or settlement of the embankment or of the foundation on which the embankment is placed; and
- (c) Material used to round fill slopes.

**(d) Rounding cut slopes.** If a pay item for slope rounding is included in the bid schedule measure rounding cut slopes horizontally along the centerline of the roadway. If a pay item is not included for slope rounding is not included in the bid schedule payment will be considered indirect to roadway excavation.

**(e) Waste.** Measure waste by the cubic yard (cubic meter) in its final position. Take initial cross-sections of the ground surface after stripping over-burden. Upon completion of the waste placement, retake cross-sections before replacing overburden.

**(f) Slope scaling.** Measure slope scaling by the cubic yard (cubic meter) in the hauling vehicle.

**(g) Subexcavation.** Measure subexcavation by the cubic yard (cubic meter) in its original position.

**(h) Drainage features.** Measurement includes all excavation, embankment, shaping, and grading necessary for a completed drainage feature.

### **Payment**

**204.17** The accepted quantities will be paid at the contract price per unit of measurement for the Section 204 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

**Table 204-1**  
**Sampling, Testing, and Acceptance Requirements**

[illegible]

**Table 204-1**  
**Sampling, Testing, and Acceptance Requirements**

| <b>Material or Product (Subsection)</b> | <b>Type of Acceptance (Subsection)</b>       | <b>Characteristic</b> | <b>Category</b> | <b>Test Methods Specifications</b>        | <b>Sampling Frequency</b>   | <b>Point of Sampling</b> | <b>Split Sample</b> | <b>Reporting Time</b>          |
|---|--|-----------------------|-----------------|---|---|--------------------------|---------------------|--------------------------------|
| Earth embankment (204.11(a))            | Measured and tested for conformance (106.04) | Classification        | —               | AASHTO M 145                              | 1 per soil type   | Source of material       | Yes                 | Before using in work           |
|   |  | Moisture-density      | —               | T 99, Method C <sup>(2)</sup>             | 1 per soil type, but not less than 1 per each 13,000 yd <sup>3</sup> (10,000 m <sup>3</sup> ) | "                        | "                   | "                              |
|   |  | Density               | —               | AASHTO T 310 or other approved procedures | 1 per 3500 yd <sup>2</sup> (3000 m <sup>2</sup> ), but not less than 3 per layer              | In-place                 | No                  | Before placement of next layer |
| Top of subgrade (204.11(a))             | "  | Density               | —               | AASHTO T 310 or other approved procedures | 1 per 2500 yd <sup>2</sup> (2000 m <sup>2</sup> ), but not less than 3 per layer              | In-place                 | No                  | Before placement of next layer |
| <b>Finished Product</b>                 |  |                       |                 |   |   |                          |                     |                                |
| Roadbed (204.13)                        | Measured and tested for conformance (106.04) | Final line & grade    | —               | Field measured                            | Determined by the CO  | Determined by the CO     | No                  | Before placement of next layer |

(1) Not required when using Government-provided source.

(2) Minimum 5 points per proctor.

### Table 204-2 Construction Tolerances

|  |  | Tolerance Class (a) |      |      |      |      |      |      |      |      |      |      |      |      |
|--|--|---------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Location Description   |  | A                   | B    | C    | D    | E    | F    | G    | H    | I    | J    | K    | L    | M    |
| Roadbed width (ft)   |  | +0.5                | +0.5 | +1.0 | +1.0 | +1.0 | +1.0 | +1.5 | +1.0 | +2.0 | +2.0 | +2.0 | +2.0 | +2.0 |
| Subgrade elevation (ft)  |  | +0.1                | +0.2 | +0.2 | +0.5 | +0.5 | +1.0 | +1.0 | +1.5 | +2.0 | +3.0 | +2.0 | +3.0 | (c)  |
| Centerline alignment (ft)  |  | +0.2                | +0.2 | +0.5 | +0.5 | +1.0 | +1.0 | +1.5 | +1.5 | +2.0 | +3.0 | +3.0 | +5.0 | (c)  |
| Slopes, excavation, and embankment (% slope <sup>(b)</sup> )   |  | +3                  | +5   | +5   | +5   | +5   | +5   | +10  | +10  | +10  | +10  | +20  | +20  | +20  |
| <div>(a) Maximum allowable deviation from construction stakes and drawings.<br/>(b) Maximum allowable deviation from staked slope measured from slope stakes or hinge points.<br/>(c) Unless otherwise shown the centerline alignment and subgrade elevation, as built, have no horizontal curves with a radius of less than 80 feet, and no vertical curves with a curve length of less than 80 feet when the algebraic difference in the grade change is less than 10 percent, or a curve length of less than 100 feet when the algebraic difference of the grade change is greater than or equal to 10 percent. The centerline grade is not to exceed 20 percent in 100 feet of length.</div> |  |                     |      |      |      |      |      |      |      |      |      |      |      |      |



## 209 - Structure Excavation and Backfill

209.01\_Regional\_11\_17\_2022

**209.01** This work consists of excavating material for the construction of structures, except those specifically designated under Section 208. This work also includes preserving channels, shoring and bracing, sealing foundations, dewatering, preparing foundations, bedding, and backfilling.

### Material

**209.02** Conform to the following Sections and Subsections:

|                                     |        |
|-------------------------------------|--------|
| Backfill material                   | 704.03 |
| Bedding material                    | 704.02 |
| Foundation fill                     | 704.01 |
| Lean concrete backfill              | 614    |
| Structural concrete, Class S (Seal) | 552    |
| Unclassified borrow                 | 704.06 |

### Construction Requirements

**209.03 General.** Clear the area of vegetation and obstructions according to Sections 201 and 203.

Excavate trenches or foundation pits according to Subsection 208.03. Excavate to foundation grade without disturbing the trench or foundation surface. Foundation grade is the elevation at the bottom of the bedding for installing the structure.

**209.04 Channel Preservation.** Preserve channels according to Subsection 208.04, except excavate inside separations such as dikes or sandbags.

**209.05 Foundation Seal.** When foundation seals are necessary, construct a foundation seal according to Subsection 208.06.

**209.06 Dewatering.** When dewatering is necessary, dewater according to Subsection 208.07.

**209.07 Foundation Preparation.** Excavate unsuitable material when encountered at foundation grade as directed by the CO.

Where a footing is required to be keyed into undisturbed material, prepare foundation and construct footing according to Subsection 208.08(c).

Backfill and compact with foundation fill according to Subsection 208.08(d).

**209.08 Bedding.** Place bedding as follows:

(a) **For box culverts and structures other than pipe culverts.** Construct bedding when specified. Place and grade bedding material in compacted layers not exceeding 6 inches (150 millimeters) in depth. Compact each layer according to Subsection 209.10.

**(b) For pipe culverts.** Level the foundation. Place uncompacted bedding material over the foundation in a layer of uniform thickness. Lay a 4-inch (100-millimeter) thickness of bedding for pipes with diameters of 12 to 54 inches (300 to 1350 millimeters). Lay a 6-inch (150-millimeter) thickness of bedding for pipe with diameters larger than 54 inches (1350 millimeters). Recess the bedding to receive the joints for pipes with belled joints. Place the culvert on the uncompacted bedding layer and backfill according to Subsection 209.09(b).

**(c ) For pipe culverts less than 96 inches in diameter.** Unless otherwise shown on the plans provide material for bedding consisting of selected 3 inch minus mineral soil that is readily compactible and free of frozen lumps, chunks of highly plastic clay (with a PI greater than 10), or other objectionable material. Bed the pipe according to subsection 209.08(b). Material for bedding shall be evaluated according to Subsection 106.02.

**209.09 Backfill.** Backfill as follows:

**(a) General.** Place backfill layers evenly on all sides of the structure. Extend each layer to the limits of the excavation or natural ground.

Place backfill material in compacted layers not exceeding 6 inches (150 millimeters) in depth.

Do not place backfill material against concrete until 80 percent of the design strength is achieved.

Compact each layer according to Subsection 209.10.

Backfill without damaging or displacing the culvert or structural plate structure. Replace any pipe that is distorted by more than 5 percent of nominal dimensions, or that is ruptured or broken.

**(b) Pipe culverts.** Backfill according to one of the following:

**(1) Pipe culverts.** Place and compact backfill material in evenly balanced layers on each side of the pipe to a height of 24" inches (300 millimeters) above the top of the pipe culvert. Complete backfilling to the top of the trench. Place and compact backfill material in the trench in layers not exceeding 6 inches (150 millimeters) in depth according to Subsection 209.10.

**(2) Pipe culverts with lean concrete backfill.** Place and anchor pipe to prevent floating and movement. Backfill using lean concrete according to Section 614.

**(3) Pipe culverts less than 96 inches in diameter.** Unless otherwise shown on the plans provide material for backfill consisting of selected 3 inch minus mineral soil that is readily compactible and free of frozen lumps, chunks of highly plastic clay (with a PI greater than 10), or other objectionable material. Backfill according to subsection 209.09(b)(1). Material for backfill shall be evaluated according to Subsection 106.02.

Do not place or backfill pipe that meets any of the following conditions until the excavation and foundation have been approved in writing by the CO:

- Embankment height greater than 10 feet at subgrade centerline.
- Installation in a protected stream course.

- Round pipe with a diameter of 48 inches or greater.
- Pipe arches with a span of 50 inches or greater.
- Any box culvert or structure other than pipe culverts.

**(c) Structural plate structures.** Place and compact backfill material to a height of 12 inches (300 millimeters) above the top of the structural plate structure. When applicable, complete backfilling and compacting according to Subsection 204.10.

**(d) Repair existing pavement areas.** See Subsection 418.04.

**209.10 Compacting.** Compact the embankment using one of the following methods as specified.

**(a) Compaction Method 1.** Use AASHTO T 27 to determine the quantity of material retained on a No. 4 (4.75-millimeter) sieve. Compact as follows:

**(1) More than 80 percent retained on a No. 4 (4.75-millimeter) sieve.** Adjust the moisture content to a level suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Use compression-type rollers at speeds less than 6 feet (1.8 meters) per second and vibratory rollers at speeds less than 3 feet (1 meter) per second. Compact each layer of material full width with one of the following and until there is no visible evidence of further consolidation:

**(a)** Four roller passes of a vibratory roller having a minimum dynamic force of 40,000 pounds (180 kilonewtons) impact per vibration and a minimum frequency of 1000 vibrations per minute;

**(b)** Eight roller passes of a 20-ton (20-metric ton) compression-type roller; or

**(c)** Eight roller passes of a vibratory roller having a minimum dynamic force of 30,000 pounds (130 kilonewtons) impact per vibration and a minimum frequency of 1000 vibrations per minute.

Increase the compactive effort for layers deeper than 12 inches (300 millimeters) as follows:

- For each additional 6 inches (150 millimeters) or fraction thereof, increase the number of roller passes in Subsection 209.10(a)(1)(a), by four passes; or
- For each additional 6 inches (150 millimeters) or fraction thereof, increase the number of roller passes in Subsection 209.10(a)(1)(b) and (c), by eight passes.

**(2) 50 to 80 percent retained on a No. 4 (4.75-millimeter) sieve.** Classify the material according to AASHTO M 145. Adjust the moisture content of material classified A-1 through A-5 to a moisture content suitable for compaction. Adjust the moisture content of material classified A-6 and A-7 to within 2 percent of the optimum moisture content. Use AASHTO T 99 to determine the optimum moisture content of the portion of the material passing a No. 4 (4.75-millimeter) sieve. Multiply this number by the percentage of material passing a No. 4 (4.75-millimeter) sieve, and add 2 percent to determine the optimum moisture content of the material.

Use nonvibratory rollers at speeds less than 6 feet (1.8 meters) per second and vibratory rollers at speeds less than 3 feet (1 meter) per second. Compact each layer of material full width according to Subsection 209.10(a)(1).

**(3) Less than 50 percent retained on a No. 4 (4.75-millimeter) sieve.** Classify the material according to AASHTO M 145. For material classified A-1 or A-2-4, determine the maximum density according to AASHTO T 99, Method C..

Adjust the moisture content of material classified A-1 through A-5 to a moisture content suitable for compaction. Adjust the moisture content of material classified A-6 and A-7 to within 2 percent of the optimum moisture content.

Use compression-type or vibratory rollers. Compact each layer of material full width to at least 95 percent of the maximum density. Determine the in-place density and moisture content according to AASHTO T 310 or other approved test procedures. When required, use AASHTO T 224 to correct for coarse particles.

**(b) Compaction Method 2.** Adjust the moisture content of the material to a moisture content suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Operate roller compaction equipment over the full width of each layer until there is no visible evidence of further consolidation or, if when a sheepsfoot roller is used, the roller “walks out” of the layer. Make at least three complete passes. Use compression-type rollers at speeds less than 6 feet (1.8 meters) per second and vibratory rollers at speeds less than 3 feet (1 meter) per second. Ensure rollers meet the following requirements:

**(1)** Steel wheeled rollers, other than vibratory, capable of exerting a force of not less than 250 pounds per inch (4.5 kilogram/millimeter) of width of the compression roll or rolls.

**(2)** Vibratory steel wheeled rollers equipped with amplitude and frequency controls with a minimum dynamic force of 30,000 pounds (130 kilonewtons) impact per vibration, specifically designed to compact the material on which it is used.

**(3)** Pneumatic-tired rollers with smooth tread tires of equal size that will provide a uniform compacting pressure for the full width of the roller and capable of exerting a ground pressure of at least 80 psi (550 Kilopascals).

**(4)** Sheepsfoot, tamping, or grid rollers capable of exerting a force of 250 pounds per inch (4.5 kilogram/millimeter) of width of roller drum.

**(c) Compaction Method 3.** Adjust the moisture content of the material to a moisture content suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Operate hauling and spreading equipment uniformly over the full width of each layer until there is no visible evidence of further consolidation. Make at least three complete passes.

**(d) Compaction Method 4.** Adjust the moisture content of the material to a moisture content suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Operate hauling and spreading equipment uniformly over the full width of each layer.

**(e) Compaction Method 5.** Adjust the moisture content of the material to a moisture content suitable for compaction. Compact the complete surface with a bucket of an excavator larger than 39,000 pounds (18 metric ton) Gross Vehicle Weight using a minimum of three blows. Overlap compaction by  $\frac{1}{2}$  width of bucket.

**(f) Compaction Method 6.** Adjust the moisture content of the material to a moisture content suitable for compaction. Compact using an approved mechanical tamper for a minimum of three complete passes.

When compacting with rollers or hauling and spreading equipment is not practical, use approved mechanical tampers for a minimum of three complete passes

**209.11 Acceptance.** See Table 209-1 for sampling, testing, and acceptance requirements.

Material for backfill, bedding, and foundation fill will be evaluated under Subsections 106.02 and 106.04, except lean concrete for bedding or backfill will be evaluated according to Section 614.

Structural excavation and backfill work will be evaluated under Subsections 106.02 and 106.04.

Shoring and bracing will be evaluated under Subsections 106.02 and 106.04.

Clearing and removal of obstructions will be evaluated under Sections 201 and 203.

Seal concrete will be evaluated under Section 552.

### **Measurement and Payment**

**209.12** Do not measure structure excavation and backfill for payment. See Subsection 109.05.

Measure foundation fill under Section 208.

Do not measure excavation and concrete for cofferdam seals for payment.

**Table 209-1**  
**Sampling, Testing, and Acceptance Requirement**

| Material or Product<br>(Subsection)            | Type of Acceptance<br>(Subsection)                    | Characteristic | Category | Test Methods Specifications | Sampling Frequency | Point of Sampling  | Split Sample | Reporting Time       |
|--|---|----------------|----------|-----------------------------|--------------------|--------------------|--------------|----------------------|
| <b>Source</b>                                  |   |                |          |                             |                    |                    |              |                      |
| Backfill material <sup>(1)</sup><br>(704.03)   | Measured and tested for conformance<br>(106.04 & 105) | Classification | —        | AASHTO M 145                | 1 per soil type    | Source of material | Yes          | Before using in work |
|  |   | Gradation      | —        | AASHTO T 27 & T 11          | "                  | "                  | "            | "                    |
| Bedding material <sup>(1)</sup><br>(704.02)    | "   | "              | —        | "                           | "                  | "                  | "            | "                    |
| Foundation fill <sup>(1)</sup><br>(704.01)     | "   | Classification | —        | AASHTO M 145                | "                  | "                  | "            | "                    |
|  |   | Gradation      | —        | AASHTO T 27 & T 11          | "                  | "                  | "            | "                    |
| Unclassified borrow <sup>(1)</sup><br>(704.06) | "   | Classification | —        | AASHTO M 145                | "                  | "                  | "            | "                    |

**Table 209-1 (continued)**  
**Sampling, Testing, and Acceptance Requirements**

| Material or Product<br>(Subsection) | Type of Acceptance<br>(Subsection)              | Characteristic   | Category | Test Methods Specifications               | Sampling Frequency | Point of Sampling  | Split Sample | Reporting Time            |
|-------------------------------------|---|------------------|----------|---|--------------------|--------------------|--------------|---------------------------|
| <b>Production</b>                   |   |                  |          |   |                    |                    |              |                           |
| Backfill material<br>(704.03)       | Measured and tested for conformance<br>(106.04) | Moisture-density | —        | AASHTOT 99,<br>Method C <sup>(2)</sup>    | 1 per soil type    | Source of material | Yes          | Before using in work      |
|                                     |   | Density          | —        | AASHTO T 310 or other approved procedures | 2 per lift         | In-place           | No           | Before placing next layer |
| Bedding material<br>(704.02)        | "   | Moisture-density | —        | AASHTOT 99,<br>Method C <sup>(2)</sup>    | 1 per soil type    | Source of material | Yes          | Before using in work      |
|                                     |   | Density          | —        | AASHTO T 310 or other approved procedures | 2 per lift         | In-place           | No           | Before placing next layer |
| Foundation fill (704.01)            | "   | Moisture-density | —        | AASHTO T 99,<br>Method C <sup>(2)</sup>   | 1 per soil type    | Source of material | Yes          | Before using in work      |
|                                     |   | Density          | —        | AASHTO T 310 or other approved procedures | 2 per lift         | In-place           | No           | Before placing next layer |
| Unclassified borrow<br>(704.06)     | "   | Moisture-density | —        | AASHTOT 99,<br>Method C <sup>(2)</sup>    | 1 per soil type    | Source of material | Yes          | Before using in work      |
|                                     |   | Density          | —        | AASHTO T 310 or other approved procedures | 2 per lift         | In-place           | No           | Before placing next layer |

(1) Not required when using Government-provided source.

(2) Minimum of 5 points per proctor.

Make the following Changes to Subsection 209.09:

209.09 Backfill.

Add the following to Subsection 209.09(a):

**(a) General.**

Backfill without damaging or displacing the culvert or structural plate structure. Replace any pipe that is distorted by more than 5 percent of nominal dimensions, or that is ruptured or broken.

Add the following to Subsection 209.09(b)

**(b) Pipe culverts.**

Do not place or backfill pipe that meets any of the following conditions until the excavation and foundation have been approved in writing by the CO:

- Embankment height greater than 6 feet at subgrade centerline.
- Installation in a protected stream course.
- Round pipe with a diameter of 48 inches or greater.
- Pipe arches with a span of 50 inches or greater.
- Any box culvert or structure other than pipe culverts.

Delete Subsection 209.10 and replace with the following:

209.10 Compacting.

Compact the embankment using one of the following methods as specified.

**(a) Compaction Method 1.** Use AASHTO T 27 to determine the quantity of material retained on a No. 4 (4.75-millimeter) sieve. Compact as follows:



**(1) More than 80 percent retained on a No. 4 (4.75-millimeter) sieve.** Adjust the moisture content to a level suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Use compression-type rollers at speeds less than 6 feet (1.8 meters) per second and vibratory rollers at speeds less than 3 feet (1 meter) per second. Compact each layer of material full width with one of the following and until there is no visible evidence of further consolidation:

- (a)** Four roller passes of a vibratory roller having a minimum dynamic force of 40,000 pounds (180 kilonewtons) impact per vibration and a minimum frequency of 1000 vibrations per minute;
- (b)** Eight roller passes of a 20-ton (20-metric ton) compression-type roller; or
- (c)** Eight roller passes of a vibratory roller having a minimum dynamic force of 30,000 pounds (130 kilonewtons) impact per vibration and a minimum frequency of 1000 vibrations per minute.

Increase the compactive effort for layers deeper than 12 inches (300 millimeters) as follows:

- For each additional 6 inches (150 millimeters) or fraction thereof, increase the number of roller passes in Subsection 209.10(a)(1)(a), by four passes; or
- For each additional 6 inches (150 millimeters) or fraction thereof, increase the number of roller passes in Subsection 209.10(a)(1)(b) and (c), by eight passes.

**(2) 50 to 80 percent retained on a No. 4 (4.75-millimeter) sieve.** Classify the material according to AASHTO M 145. Adjust the moisture content of material classified A-1 through A-5 to a moisture content suitable for compaction. Adjust the moisture content of material classified A-6 and A-7 to within 2 percent of the optimum moisture content. Use AASHTO T 99 to determine the optimum moisture content of the portion of the material passing a No. 4 (4.75-millimeter) sieve. Multiply this number by the percentage of material passing a No. 4 (4.75-millimeter) sieve, and add 2 percent to determine the optimum moisture content of the material.

Use nonvibratory rollers at speeds less than 6 feet (1.8 meters) per second and vibratory rollers at speeds less than 3 feet (1 meter) per second. Compact each layer of material full width according to Subsection 209.10(a)(1).

**(3) Less than 50 percent retained on a No. 4 (4.75-millimeter) sieve.** Classify the material according to AASHTO M 145. For material classified A-1 or A-2-4, determine the maximum density according to AASHTO T 99, Method C..

Adjust the moisture content of material classified A-1 through A-5 to a moisture content suitable for compaction. Adjust the moisture content of material classified A-6 and A-7 to within 2 percent of the optimum moisture content.

Use compression-type or vibratory rollers. Compact each layer of material full width to at least 95 percent of the maximum density. Determine the in-place density and moisture

content according to AASHTO T 310 or other approved test procedures. When required, use AASHTO T 224 to correct for coarse particles.

**(b) Compaction Method 2.** Adjust the moisture content of the material to a moisture content suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Operate roller compaction equipment over the full width of each layer until there is no visible evidence of further consolidation or, if when a sheepsfoot roller is used, the roller “walks out” of the layer. Make at least three complete passes. Use compression-type rollers at speeds less than 6 feet (1.8 meters) per second and vibratory rollers at speeds less than 3 feet (1 meter) per second. Ensure rollers meet the following requirements:

(1) Steel wheeled rollers, other than vibratory, capable of exerting a force of not less than 250 pounds per inch (4.5 kilogram/millimeter) of width of the compression roll or rolls.

(2) Vibratory steel wheeled rollers equipped with amplitude and frequency controls with a minimum dynamic force of 30,000 pounds (130 kilonewtons) impact per vibration, specifically designed to compact the material on which it is used.

(3) Pneumatic-tired rollers with smooth tread tires of equal size that will provide a uniform compacting pressure for the full width of the roller and capable of exerting a ground pressure of at least 80 psi (550 Kilopascals).

(4) Sheepsfoot, tamping, or grid rollers capable of exerting a force of 250 pounds per inch (4.5 kilogram/millimeter) of width of roller drum.

**(c) Compaction Method 3.** Adjust the moisture content of the material to a moisture content suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Operate hauling and spreading equipment uniformly over the full width of each layer until there is no visible evidence of further consolidation. Make at least three complete passes.

**(d) Compaction Method 4.** Adjust the moisture content of the material to a moisture content suitable for compaction. Fill the interstices around rock with earth or other fine material as practical. Operate hauling and spreading equipment uniformly over the full width of each layer.

**(e) Compaction Method 5.** Adjust the moisture content of the material to a moisture content suitable for compaction. Compact the complete surface with a bucket of an excavator larger than 39,000 pounds (18 metric ton) Gross Vehicle Weight using a minimum of three blows. Overlap compaction by  $\frac{1}{2}$  width of bucket.

**(f) Compaction Method 6.** Adjust the moisture content of the material to a moisture content suitable for compaction. Compact using an approved mechanical tamper for a minimum of three complete passes.

When compacting with rollers or hauling and spreading equipment is not practical, use approved mechanical tampers for a minimum of three complete passes.

## 212 - Linear Grading

212.03\_Regional\_5\_31\_2018

Delete the first and second paragraph of Subsection 212.03 and replace with the following:

### **212.03 Roadway Excavation and Embankment.**

Construct the roadbeds according to the requirements of Section 204, except as modified herein.

Adjust the moisture content of embankment material to a moisture content suitable for compaction. Place embankment material in 12-inch layers and compact each layer according to Subsection 204.11. Where compacting with rollers is not practical, use approved mechanical or vibratory compaction equipment.

Delete Subsection 212.04(a) and replace with:

### **212.04 Grading Tolerance.**

(a) Alignment (centerline). Alignment may be shifted a maximum of 10 feet (3 meters) left or right of the planned centerline. Curve radii may be reduced by up to 50 percent. Do not construct curves with radii less than 50 feet. Compound curves are permitted

## 301 - Untreated Aggregate Courses

301.03\_National\_7\_17\_2017

Add the following to Subsection 301.03:

### 301.03 General.

Written approval of the roadbed is required before placing aggregate.

For pit run or grid-rolled material, furnish material smaller than the maximum size, no gradation will be required otherwise. After processing on the road, remove all oversize material from the road and dispose as directed by the CO.

Provide additives or binder, if required, at the proportions specified.

Develop and use Government furnished sources according to Section 105.

If the aggregate is produced and stockpiled before placement, handle and stockpile according to Section 314.

## 303 - Road Reconditioning

303.05\_Regional\_5\_31\_2018

Delete Subsection 303.05 and replace with the following:

### **303.05 Roadbed Reconditioning.**

Remove organic, deleterious, and material larger than 6 inches brought to the surface during reconditioning. Scarify potholes, ruts, and areas shown in the plans to a 6-inch depth or the bottom of the pothole, whichever is less. Dispose of waste at designated sites or according to Subsection 204.14. Repair soft and unstable areas according to Subsection 204.07. Remove irregularities and shape to a uniform surface. Perform the work, including mixing or spreading, when the moisture content is suitable for the specified compaction method. Compact the surface according to Subsection 204.11. Shape the surface according to 204.13(c).

Delete Subsection 303.06 and replace with the following:

### **303.06 Aggregate Surface Reconditioning.**

Repair soft and unstable areas to the full aggregate surface depth and according to Subsection 204.07. Scarify potholes, ruts, and areas shown in the plans to a 6-inch depth or the bottom of the pothole, whichever is less. Remove irregularities and shape to a uniform surface. Perform the work, including mixing or spreading, when the moisture content is suitable for the specified compaction method. Compact the surface according to Subsection 204.11. Shape the surface according to 204.13(c).

303.07\_National\_7\_18\_2017

Add the following to Subsection 303.07:

### **303.07 Roadway Reconditioning.**

Remove cattleguard decks. Clean the deck and the area beneath the cattleguard of soil and other material to the bottom of the original foundation over the entire width of the installation. Dispose of waste at designated sites or according to Subsection 204.14. Reinstall the cattleguard deck.

## 602 - Culverts and Drains

602.05\_National\_7\_7\_2017

Add the following to Subsection 602.05.

602.05 Laying Metal Pipe.

**(c) Standard Connecting bands.** Band corrugation shall match that of the pipe sections being joined or the annular rerolled ends of those pipe sections.

## 622 - Rental Equipment

622.01\_Regional\_5\_1\_2018

Add the following to Subsection 622.01

### 622.01 Description

Work is to correct minor site discrepancies not noted in the contract documents that occurred between award of contract and implementation of work needed to result in a complete project. Examples of work may include:

- a. Excavating and placing embankment,
- b. Slide removal,
- c. Drainage and roadway repair,
- d. Haul and placement of material such as rocks, logs, or debris, or
- e. Sign or gate installation



## 633 - Permanent Traffic Control

633.00\_National\_11\_8\_2016

Delete the first sentence of Subsection 633.02 and replace with the following:

### 633.02 Material.

Conform to the MUTCD, USDA Forest Service EM-7100-15, and the following Section and Subsections:

Make the following changes to Subsection 633.03:

### 633.03 General.

Delete the first paragraph of Subsection 633.03 and replace with the following:

Furnish and install permanent traffic control devices according to the MUTCD, USDA Forest Service EM-7100-15 and permanent traffic control plans. Provide traffic control devices that are crashworthy.

Add the following sentence to Subsection 633.03:

Sign panel layout proofs shall be approved by the CO prior to ordering.

Add the following to Subsection 633.05(a):

### 633.05 (a) Fabrication.

**(3) Protective Overlay Film.** When specified, cover the entire face of a sign with a clear high-performance, solvent-resistant, ultraviolet-stabilized, pressure-sensitive adhesive, protective overlay film. Use 3M Scotchlite Premium Protective Overlay Film Series 1160 or approved equivalent.

**(4) Edge Film.** When specified, edge film shall be 3 inches wide vinyl film that is pressure-sensitive, premium quality, clear, and ultraviolet-resistant.

## 703 - Aggregate

703.05\_National\_3\_17\_2021

**Delete 703.05 and replace with the following:**

**703.05 Subbase, Base, Surface Course, and Screened Aggregate.**

**(a) Subbase or base aggregate.** Furnish hard, durable particles or fragments of crushed stone, crushed slag, or crushed gravel conforming the following:

|   |             |
|---|-------------|
| (1) Gradation   | Table 703-2 |
| (2) Liquid limit, AASHTO T 89                                 | 25 max.     |
| (3) Plastic limit, AASHTO T 90                                | Nonplastic  |
| (4) Los Angeles abrasion, AASHTO T 96                         | 40% max.    |
| (5) Sodium sulfate soundness loss (5 cycles),<br>AASHTO T 104 | 12% max.    |
| (6) Durability index (coarse), AASHTO T 210                   | 35 min.     |
| (7) Durability index (fine), AASHTO T 210                     | 35 min.     |
| (8) Fractured faces, ASTM D 5821                              | 50% min.    |
| (9) Free from organic matter and lumps or balls of clay       |             |

Do not use material that breaks up when alternately frozen and thawed or wetted and dried.

Obtain the aggregate gradation by crushing, screening, and blending processes as necessary. Fine aggregate, material passing the No. 4 sieve, shall consist of natural or crushed sand and fine mineral particles.

**(b) Surface course aggregate.** Furnish hard, durable particles or fragments of crushed stone, crushed slag, or crushed gravel conforming the following:

|   |             |
|---|-------------|
| (1) Gradation   | Table 703-3 |
| (2) Liquid limit, AASHTO T 89                                   | 35 max.     |
| (3) Plastic Index, AASHTO T 90                                  |             |
| a) If the percent passing the No. 200 sieve is less than 12%    | 2 to 9      |
| b) If the percent passing the No. 200 sieve is greater than 12% | Less than 2 |
| (4) Los Angeles abrasion, AASHTO T 96                           | 40% max.    |
| (5) Sodium sulfate soundness loss (5 cycles),<br>AASHTO T 104   | 12% max.    |
| (6) Durability index (coarse), AASHTO T 210                     | 35 min.     |
| (7) Durability index (fine), AASHTO T 210                       | 35 min.     |
| (8) Fractured faces, ASTM D 5821                                | 75% min.    |
| (9) Free from organic matter and lumps or balls of clay         |             |

Do not use material that breaks up when alternately frozen and thawed or wetted and dried.

Do not furnish material that contains asbestos fibers.

Obtain the aggregate gradation by crushing, screening, and blending processes as necessary. Fine aggregate, material passing the No. 4 sieve, shall consist of natural or crushed sand and fine mineral particles.

**(c) Screened aggregate** – Furnish hard, durable particles or fragments of stone, slag, or gravel conforming the following:

|   |              |
|---|--------------|
| <b>(1)</b> Gradation  | Table 703-13 |
| <b>(2)</b> Plastic Index, AASHTO T 90                           | Less than 9  |
| <b>(3)</b> Los Angeles abrasion, AASHTO T 96                    | 55% max.     |
| <b>(4)</b> Free from organic matter and lumps or balls of clay. |              |

Do not use material that breaks up when alternately frozen and thawed or wetted and dried.

Obtain the aggregate gradation by crushing, screening, and blending processes as necessary.

**Delete Table 703-2 and replace with the following:**

**Table 703-2  
Target Value Ranges for Subbase and Base Gradation**

| Sieve Size | Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11) |                |               |               |               |
|------------|---|----------------|---------------|---------------|---------------|
|            | Grading Designation   |                |               |               |               |
|            | A (Subbase)   | B (Subbase)    | C (Base)      | D (Base)      | E (Base)      |
| 2½ inch    | 100   |                |               |               |               |
| 2 inch     | 97 – 100  | 100            | 100           |               |               |
| 1½ inch    |   | 97 – 100       |               |               |               |
| 1 inch     | 65 – 79 (6)   |                | 80 – 100 (6)  | 100           |               |
| ¾ inch     |   |                | 64 – 94 (6)   | 86 – 100 (6)  | 100           |
| ½ inch     | 45 – 59 (7)   |                |               |               |               |
| ⅜ inch     |   |                | 40 – 69 (6)   | 51 – 82 (6)   | 62 – 90 (6)   |
| No. 4      | 28 – 42 (6)   | 40 – 60 (8)    | 31 – 54 (6)   | 36 – 64 (6)   | 36 – 74 (6)   |
| No. 40     | 9 – 17 (4)  |                |               | 12 – 26 (4)   | 12 – 26 (4)   |
| No. 200    | 4.0 – 8.0 (3)   | 4.0 – 12.0 (4) | 4.0 – 7.0 (3) | 4.0 – 7.0 (3) | 4.0 – 7.0 (3) |

( ) The value in the parentheses is the allowable deviation ( $\pm$ ) from the target values..

**Delete Table 703-3 and replace with the following:**

**Table 703-3  
Target Value Ranges for Surface Gradation**

| Sieve Size | Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11) |                 |                |                |                |                |
|------------|---|-----------------|----------------|----------------|----------------|----------------|
|            | Grading Designation   |                 |                |                |                |                |
|            | F   | G               | H              | S              | T              | U              |
| 1 1/2 inch | 100   |                 |                | 100            |                |                |
| 1 inch     | 97-100  | 100             |                | 72 – 92 (6)    | 100            |                |
| 3/4 inch   | 76-89 (6)   | 97 - 100        | 97 - 100       |                |                | 100            |
| 1/2 inch   |   |                 |                |                | 71 – 91 (6)    |                |
| 3/8 inch   | 56-68 (6)   | 70 – 80 (6)     | 80 – 92 (6)    | 51 – 71 (6)    |                | 71 – 90 (6)    |
| No. 4      | 43-53 (7)   | 51 – 63 (7)     | 58 – 70 (7)    | 36 – 53 (7)    | 43 – 60 (7)    | 50 – 68 (7)    |
| No. 8      |   |                 |                | 26 – 40 (6)    | 30 – 46 (6)    | 34 – 51 (6)    |
| No. 16     | 23-32 (6)   | 28 – 39 (6)     | 28 – 40 (6)    |                |                |                |
| No. 40     | 15-23 (5)   | 19 – 27 (5)     | 16 – 26 (5)    | 14 – 25 (5)    | 16 – 28 (5)    | 19 – 30 (5)    |
| No. 200    | 10.0-16.0 (4)   | 10.0 – 16.0 (4) | 9.0 – 14.0 (4) | 8.0 – 15.0 (4) | 8.0 – 15.0 (4) | 8.0 – 15.0 (4) |

( ) The value in the parentheses is the allowable deviation ( $\pm$ ) from the target values.  
If the plasticity index (PI) is greater than 0, the TV range for the No. 200 sieve size is 8-12 (4).

**Add Table 703-14:**

**Table 703-14**  
**Gradation Requirements for Gradation W**

| <b>Sieve Size</b>  | <b>Percent by Mass Passing<br/>Designed Sieve (AASHTO T 27<br/>&amp; AASHTO T 11)</b> |
|--------------------|---|
| 3 inch (75 mm)     | 100   |
| 2 1/2 inch (63 mm) | 70 - 100  |
| 2 inch (50 mm)     | 35 - 50   |
| 1 inch (25 mm)     | 0.0 - 5.0   |

## 705 - Rock

705.02\_National\_7\_18\_2017

Add the following Class to Table 705-1 in Subsection 705.02:

705.02 Riprap. Table 705-1.

**Table 705-1  
Gradation Requirements for Riprap(1)**

| <b>Class</b> | <b>% of Rock<br/>Equal or<br/>Smaller<br/>by Count, DX</b> | <b>Range of<br/>Intermediate<br/>Dimensions,(2)<br/>inches (millimeters)</b> | <b>Range of Rock<br/>Mass,(3)<br/>pounds (kilograms)</b> |
|--------------|--|--|--|
| 0            | 100  | 6 – 8 (150 – 200)  | 17 – 41 (8 – 19)   |
|              | 85   | 5 – 6 (150 – 150)  | 10 – 17 (5 – 8)  |
|              | 50   | 2 – 5 (50 – 125)   | 0.6 – 10 (0.3 – 5)                                       |
|              | 15   | 0 – 2 (0 – 50)   | 0 – 0.6 (0 – 0.3)  |

[illegible]

CLEAR CORRAL STWD - IRTC - PROJECT D1 ROAD SURFACING  
NEZ PERCE / CLEARWATER NATIONAL FOREST  
MOOSE CREEK RANGER DISTRICT



## **Stewardship Project E (E1-E4) Equipment Mobilization & Rental (optional):**

This work consists of furnishing and operating equipment for work authorized by the CO not otherwise provided for under the contract. All payments shall be based on the actual hours worked per the contract bid.

**E1 Hydraulic Excavator Rental:** Provide a track mounted hydraulic excavator, 1990 model year or newer, with operator. Bucket must be equipped with a hydraulic "thumb". It is anticipated that an excavator of a size equivalent to a 320 is needed for the project. Contractor is required to get approval of the size from the CO prior to any work taking place.

**E2 Mobilization Excavator Rental:** Mobilization shall include all equipment and labor costs to bring the excavator to the job site.

**E3 Dump Truck Rental:** Provide an operational dump truck with a minimum capacity of 10 cubic yards with operator.

**E4 Grader Rental:** Provide an operational road grader with rippers with operator.

### **Requirements:**

1. Make equipment available for inspection and approval before use. Furnish and operate equipment with such auxiliary attachments, oilers, etc., as are usually needed for efficient operation of the equipment. Keep the equipment in good repair and capable of operating 90 percent of the working time.
2. Obtain approval of the length of workday and workweek before beginning work. Keep daily records of the number of unit-hours of operation.

## **Appendix B**

### **TEMPORARY ROAD CONSTRUCTION SPECIFICATIONS C5.102#**

C5.102# - Construction of Temporary Roads. Unless otherwise agreed in writing, temporary roads as shown on the Sale Area Map and as designated on the ground, shall be constructed and closed in accordance with the attached plans and specifications. Location has been designated by **PINK FLAGGING**.

- Sale Area Map shows location of C5.102# temporary roads.
- Will remain open in place and will have access restricted to the public through the use of the gate currently in-place.
- Following use, the road running surface will be decompacted per C6.633# - TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION.
- Temporary road rehabilitation work shall begin as soon as possible after the timber harvest operations have been completed.