

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

**TIMBER SALE CONTRACT**

(Applicable to Sales to be Scaled after Felling)

Name of Purchaser

**National Forest**

Nez Perce-Clearwater

**Ranger District**

Lochsa/Powell

**Region**

Northern

**Contract Number**

**Sale Name**

Thin Mussel DXP Reoffer

**Award Date**

**Termination Date**

10/15/2029

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

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

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

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

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

**UNITED STATES OF AMERICA**

Two Witnesses: 1/

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

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

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

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

\_\_\_\_\_  
(Purchaser) 2/

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

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

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

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

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

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

**CORPORATE  
SEAL** <sup>4/</sup>

- 1/ The signatures and addresses of two witnesses are required if Purchaser is other than a corporation.
- 2/ If Purchaser is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Purchaser is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.
- 3/ The certificate must be completed if Purchaser is a corporation.
- 4/ If the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

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

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

**A1 - Location and Area**, applicable to B1.1

This Sale Area of 2249 acres more or less is located in:

Portions of T35N, R6E, Sections 29, 30, 31, 32 and Portions of T34N, R6E, Sections 5 and 6, Idaho County, State of Idaho, Boise Meridian.

**A2 - Volume Estimate and Utilization Standards**, applicable to B2.1, B2.2, B2.4, and B6.4

| Species           | Product    | Estimated Quantity | Unit of Measure | Minimum Specifications                 |                                   |                              |  |                   |
|-------------------|------------|--------------------|-----------------|--|-----------------------------------|------------------------------|--|-------------------|
|                   |            |                    |                 | Merchantable Tree                      |                                   | Piece Required to be Removed |  |                   |
|                   |            |                    |                 | Diameter Breast High (d.b.h.) (inches) | Number of Minimum Pieces per Tree | Length (feet)                | Diameter Inside Bark at Small End (inches) | Net Merch. Factor |
| Grand Fir other   | Sawtimber  | 64,678.00          | Ton             | 8.0                                    | 1                                 | 8                            | 5.6  | 10.7              |
| Combined Softwood | Non-Saw    | 758.00             | Ton             | 10.0                                   | 1                                 | 12                           | 5.6  | 50                |
| Cedar Products    | Misc-Conv. | 151.00             | Ton             | 8.0                                    | 1                                 | 10.3                         | 8.0  | 20                |
| Total Quantity    |            | 65,587.00          | Ton             |  |                                   |                              |  |                   |

**A3- Timber Designations**, applicable to B2.3; acres are approximate:

Number Acres

|                                    |  |       |
|------------------------------------|--|-------|
| Clearcutting Units (B2.31)         |  |       |
| Specified Road Clearing (B2.32)    |  |       |
| Overstory Removal Units (B2.33)    |  |       |
| Understory Removal Units (B2.34)   |  |       |
| Individual Trees (B2.35)           |  | 641.3 |
| Incompletely Marked Timber (B2.36) |  |       |

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

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

**Not Applicable**

**A4b** - 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             | 1.03                      | 10.07         |                |               | .32                                 |
| Combined Softwood | Non-Saw    | Ton             | 1.03                      | 10.07         |                |               | .32                                 |
| Cedar Products    | Misc-Conv. | Ton             | 1.03                      | 10.07         |                |               | .32                                 |

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

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 Purchaser'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 Purchaser (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 Purchaser 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

Not Applicable

**A6 - High Stumps**, applicable to B6.412

| Species | Product | Maximum Stump Height (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/ |
| 5049     | HIGH LOLO ROAD (R) (segment 0 to .44)        | Single Lane - 5 mph  | .44 / .71               | 1 01/30/2025                    | FS                         | FS     | FS BC                   |
| 505      | MUSSELSHELL DESERT (R) (segment 0 to 2.18)   | Single Lane - 10 mph | 2.18 / 3.51             | 1 01/30/2025                    | FS                         | FS     | FS BC                   |
| 505-B    | MUSSELSHELL DESERT B (R) (segment 0 to 1.37) | Single Lane - 10 mph | 1.37 / 2.2              | 1 01/30/2025                    | FS                         | FS     | FS BC                   |
| 505-C    | MUSSELSHELL DESERT C (R) (segment 0 to 1.3)  | Single Lane - 10 mph | 1.3 / 2.09              | 1 01/30/2025                    | FS                         | FS     | FS BC                   |
| 5150     | OLD MUSSELSHELL (R) (segment 0 to 3.31)      | Single Lane - 10 mph | 3.31 / 5.33             | 1 01/30/2025                    | FS                         | FS     | FS BC                   |
| 5150-A   | SHELL CONTOUR A (R) (segment 0 to 1.6)       | Single Lane - 10 mph | 1.6 / 2.57              | 1 01/30/2025                    | FS                         | FS     | FS BC                   |
| 5150-B   | SHELL CONTOUR B (R) (segment 0 to 1.3)       | Single Lane - 10 mph | 1.3 / 2.09              | 1 01/30/2025                    | FS                         | FS     | FS BC                   |
| 5150-C   | SHELL CONTOUR C (R) (segment 0 to 1.25)      | Single Lane - 10 mph | 1.25 / 2.01             | 1 01/30/2025                    | FS                         | FS     | FS BC                   |
| 5150-D   | OLD SHELL (R) (segment 0 to 1.67)            | Single Lane - 10 mph | 1.67 / 2.69             | 1 01/30/2025                    | FS                         | FS     | FS BC                   |
| 73031    | LOLO CREEK B (R) (segment 0 to .83)          | Single Lane - 10 mph | .83 / 1.34              | 1 01/30/2025                    | FS                         | FS     | FS BC                   |
| 73032    | LOLO CREEK C (R) (segment 0 to 1.1)          | Single Lane - 10 mph | 1.1 / 1.77              | 1 01/30/2025                    | 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: FSH 2409.11a, 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 & 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 with 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 - Purchaser 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 B 7.313  
  
Within 50 road miles

**A14 - Purchaser's Obligation per Operations Fire**, applicable to B7.41  
Maximum Amount: \$ \$20,600.00

**A15 - Termination Date**, applicable to B8.2  
  
October 15, 2029

**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  
  
\_\_\_\_\_

**A18 - Downpayment**, applicable to B4.211  
Downpayment Amount: \_\_\_\_\_

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

|                     | <u>Periodic Payment Determination Date</u> | <u>Amount</u> |
|---------------------|--|---------------|
| Initial Payment:    | <u>October 15, 2028</u>                    | _____         |
| Additional Payment: | <u>August 15, 2029</u>                     | _____         |

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



A21 - Inapplicable Standard Provisions

The following listed Sections, Subsections, or Items of Division B-Standard 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                          |
| B4.3   | PAYMENT GUARANTEED BY BOND OR DEPOSITED SECURITIES |
| B4.31  | BLANKET BOND                                       |
| B4.4   | PAYMENTS NOT RECEIVED                              |
| B6.23  | PROTECTION OF LAND SURVEY MONUMENTS                |
| B6.341 | PREVENTION OF OIL SPILLS                           |
| B6.35  | EQUIPMENT CLEANING                                 |
| B6.85  | SCALING LOST PRODUCTS                              |
| B6.84  | ACCOUNTABILITY                                     |
| B6.841 | ROUTE OF HAUL                                      |
| B8.212 | MARKET-RELATED CONTRACT TERM ADDITION              |
| B8.64  | DEBARMENT AND SUSPENSION CERTIFICATION             |
| B9.1   | PERFORMANCE BOND                                   |
| B9.11  | BOND REDUCTION                                     |

A22 - List of Special Provisions

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

SEE A22 ATTACHMENT

**UNITED STATES DEPARTMENT OF AGRICULTURE  
Forest Service**

**TIMBER SALE CONTRACT  
DIVISION B**

June 2006  
(Date of Issue)

**STANDARD PROVISIONS FOR SCALED TIMBER SALES**

**(Applicable to Timber Sales to be Scaled after Felling)**

This Division 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 Division, Part, Section, Subsection, and Item. Descriptive headings used are not to be considered in determining the rights and obligations of the parties.

The Standard Provisions in this Division are subject to Specific Conditions of the contract stated in Division 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—SALE AREA**

**B1.1 Sale Area Map.** The boundaries of “Sale Area” and any subdivision thereof, are as shown on the attached “Sale Area Map” that is made a part hereof, and were, before timber sale advertisement, designated on the ground by Forest Service to meet the anticipated needs of the parties. The location of Sale Area and its approximate acreage are stated in A1. Subdivisions may be revised and additional ones may be established only by written agreement. Subdivisions or cutting units may be eliminated from Sale Area under conditions described in B6.36. Catastrophically Damaged areas may be removed from Sale Area under B8.32.

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

- (a) Identified claims limiting Purchaser’s rights under B1.2;
- (b) Subdivisions defined in B2.3 where timber is to be Marked after date of timber sale 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 under C5.221;
- (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 Sale Area, except those on which timber cutting is authorized in writing by the claimant and except mining claims on which cutting is authorized by the Act of July 23, 1955 (30 USC 614). Claims that limit Purchaser’s rights to operate under this contract and that Forest Service has been able to identify are shown on Sale Area Map. Purchaser is not obligated to operate contrary to existing claim limitations. Forest Service shall designate boundaries of claims on the ground to the extent necessary to identify Included Timber.

## **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 Purchaser.** Undesignated live trees meeting Utilization Standards:

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

(b) That are damaged by Purchaser in logging and are subsequently Marked before Purchaser has completed skidding or yarding operations in the immediate area.

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

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

**B2.133 Damage by Catastrophe.** As provided under B8.32, undesignated live and dead timber within Sale Area, meeting Utilization Standards, and affected by Catastrophic Damage. “Catastrophic Damage” as used hereunder is major change or damage to Included Timber on Sale Area, to Sale Area, to access to Sale Area, or a combination thereof:

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

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

- (i) More than half of the estimated timber 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 Sale Area and meeting Utilization Standards, in amounts less than specified in B2.133, that become insect infested, windthrown, suffer serious damage, or die, as designated by agreement.

**B2.14 Unintentionally Cut Timber.** Trees, within or immediately adjacent to Sale Area or to road

construction or other authorized clearing outside Sale Area, not designated for cutting under B2.3 but that are cut through mistake by Purchaser, 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, Purchaser shall fell and buck such trees and shall remove from Sale 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 Sale Area, except as provided in B2.131, B2.14, B2.15, B2.32, and B5.1. Sale Area Map indicates subdivisions, if any, where Marking under B2.35 is to be done after timber sale 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 timber sale advertisement and are shown on Sale 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 Purchaser's landings or the roadbed of Specified and Temporary Roads when Marked in advance of felling of timber in the immediate vicinity. Pieces meeting Utilization Standards from such dead or unstable live trees shall be removed, unless there is agreement that to do so could damage the road. Such designation may be revised as part of agreed changes in road location under 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 Sale 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 Sale 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.

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

**B2.36 Incompletely Marked Timber.** Trees within incompletely Marked subdivisions shown on Sale Area Map at time of timber sale advertisement shall be designated in accordance with C2.36. A representative sample of the timber to be designated has been Marked prior to timber sale advertisement in accordance with such rules. The approximate locations of the representative sample areas are shown on Sale Area Map.

**B2.37 Minor Changes.** Within Sale Area, minor adjustments may be made in boundaries of cutting units or in the timber individually Marked for cutting when acceptable to Purchaser and Forest Service.

**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 Sale 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 Sale 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 Sale 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 Purchaser, shall designate additional timber within Sale Area. Such additional timber shall be limited to that estimated to be necessary to reach approximately the estimated 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 Sale 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 Purchaser, 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 Sale Area and (b) reduction in area to be cut over. Such adjustments or reductions shall not conflict with the silvicultural treatment being applied on Sale Area and shall not materially change the average value by species of the timber designated for cutting. Such adjustments may be made notwithstanding the provisions of 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 es-

timated quantity listed in A2, Purchaser, after cutting 120 percent of the total estimated volume listed in A2, may elect to have Sale Area reduced to eliminate the remaining Included Timber. However, where felling operations have been started, units of minimum practical size shall be retained in Sale Area.

### **B3.0—RATES OF PAYMENT**

**B3.1 Current Contract Rates.** Included Timber that is removed by Purchaser 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 Sale 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.

**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 timber sale 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 be-

come 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 Purchaser'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 Purchaser'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 Purchaser 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 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 Purchaser 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 Purchaser, 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 Sale Area cut over under this contract is likely to cause substantial silvicultural or other damage to the National Forest. It will be difficult, if not impossible, to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages an amount equivalent to the amount payable at Current Contract Rates. If designated by Contracting Officer, Purchaser shall remove such damaged or cut timber and pay for it at Current Contract Rates.

**B3.47 Defect Caused by Abnormal Delay.** Scaling deductions made for rot, check, or other defect resulting from abnormal delay in Scaling caused by Purchaser shall be recorded separately and charged to Tim-



ber Sale 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 Purchaser shall pay.

**B4.2 Timber Sale Account.** "Timber Sale Account" is an account maintained by Forest Service of all Purchaser's deposits, credits, payment guarantees, and the charges for:

- (a) Timber at Current Contract Rates;
- (b) Slash disposal, road maintenance, and contract scaling at Required Deposit rates;
- (c) Cooperative work at rates established by specific agreement under B4.218; and
- (d) 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 Purchaser periodic statements of volume and value of 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, Purchaser shall make cash deposits to meet Purchaser's obligations within 15 days of billing by Forest Service. Deposits shall be made to Forest Service, U.S.D.A., by mail or delivery to the address to be furnished by Forest Service. Forest Service shall explain the bill at the time it requests each deposit.

**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 timber sales, or refunded until stumpage value representing 25 percent of the total bid value of the timber sale has been charged and paid for, or if 36 CFR 223.49(e) is applicable, the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

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

**B4.212 Advance Deposits.** Purchaser 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 Timber Sale 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, Purchaser shall not be required to make advance deposits above those required under this Item.

When the credit balance in Timber Sale 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 Purchaser's Operations until payment or acceptable payment guarantee is received.

**B4.213 Periodic Payment Schedule.** Purchaser shall make periodic payments for stumpage value, as shown in A19.

In the event Purchaser 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 Purchaser. If payment(s) fall due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Timber Sale Account billing date.

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

Only cash may be used for this purpose. No other form of payment is acceptable. Forest Service will apply the payments to subsequent charges on this contract under the terms of B4.212.

Except for Contract Term Extension 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 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 Sale Area that is cut, but not removed, and for the value of products removed from Sale Area for not more than a monthly billing period, subject to the provisions of B4.4.

**B4.216 Blanket Cash Deposits.** Purchaser may make cash deposits under a written agreement to cover charges made under this and other timber sale contracts within the same National Forest. Forest Service shall allocate such deposits to such timber sales. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales within the same National Forest at Purchaser's request. Purchaser shall not start cutting until allocation has again been made to this timber sale.

**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."

Purchaser shall make the initial Extension Deposit prior to Forest Service executing the contract modification. In response to Forest Service billing under B4.21, Purchaser shall make advance cash deposits. Such deposits shall at least equal each Extension Deposit required for each whole month remaining in Normal Operating Season(s) during the extension period. Extension Deposits shall be due by the last day of each month during Normal Operating Season whether or not the volume that is covered by such deposits has been Scaled.

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

**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 Purchaser is obligated to perform under this contract, as well as furnish other services in connection with activities under this contract. When Forest Service is to perform such work, Purchaser shall make one or more deposits to cover the estimated cost of the work. On request of Purchaser, Forest Service shall render monthly accounts, as may be specified in such agreement.

**B4.22 Temporary Reduction of Downpayment.** When, under B8.33, Contracting Officer orders a delay or interruption of Purchaser's Operations for more than 30 days when scheduled operations would be occurring but for the order, the downpayment amount required shall be temporarily reduced upon the written request of Purchaser or at the discretion of the Contracting Officer. For the period of the delay or interruption, the downpayment on deposit may be reduced to \$1,000 or two (2) percent of the downpayment amount listed in A18, whichever is larger.

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

Upon Purchaser's receipt of bill for collection and written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Purchaser shall restore the downpayment to the full amount shown in A18 within 15 days after the date the bill for collection is issued, subject to the provisions of B4.4. Purchaser 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 Timber Sale 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 Purchaser, unless deposited under B4.211,

B4.213, or B4.217. If Purchaser plans no cutting within the next 60 days, Forest Service may refund the entire unencumbered cash balance, except as provided in this Subsection. 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 Purchaser'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, Purchaser may furnish and maintain an acceptable surety bond or deposit in a Federal Depository negotiable securities of the United States. The securities shall be deposited through the Regional Fiscal Agent accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within 15 days of billing by Forest Service. The penal sum of such surety bond or the market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed.

For payment purposes, penal sum of the surety bond or market value at time of deposit of negotiable securities shall be in lieu of the performance bond furnished under B9.1.

**B4.31 Blanket Bond.** If Purchaser furnishes an acceptable bond, or deposits securities, in accordance with B4.3, to guarantee payment for timber from this and other timber sales within the same National Forest, the amount of such bond or deposited securities shall be allocated to such timber sales by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales at Purchaser's request. Purchaser shall not start cutting hereunder until this timber sale receives an allocation that will meet the obligation for payment guarantee.

**B4.32 Letters of Credit for Payment Bond.** Notwithstanding the provisions of B4.3, Purchaser 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 Purchaser'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 will begin to accrue as of the date of issue indicated on the initial bill for collection.

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

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

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

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

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

(ii) Purchaser files and prosecutes a timely Claim.

## **B5.0—TRANSPORTATION FACILITIES**

**B5.1 Authorization.** Purchaser is authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for harvesting Included Timber on National Forest and other lands where Forest Service has such authority. As used in this contract "construct" includes "reconstruct."

Location and construction of Specified Roads shall be in accordance with 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 Purchaser for the purpose of harvesting Included Timber.

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

**B5.11 Requirements of Rights-of-Way.** Purchaser's road construction and use of rights-of-way identified in attached list or C5.11 shall be confined to rights-of-way and limited by the related easements and stipulations, if any, unless Purchaser makes other arrangements that will not infringe upon or adversely affect the grantee's rights. Easements or right-of-way documents are available in the offices of the Forest Supervisor and District Ranger.

**B5.12 Use of Roads by Purchaser.** Except as provided herein, Purchaser is authorized to use existing National Forest system roads and Specified Roads listed in A7, when Forest Service determines that such use will not cause damage to the roads or National Forest resources.

If Purchaser's use of an existing temporary or National Forest system road, not listed in A7, cannot be satisfactorily accommodated without reconstruction, Purchaser shall be authorized to use such road upon agreement as to the minimum reconstruction work that Purchaser shall perform before hauling. When appropriate, such road shall be included in A7 as an alternate facility under B5.26.

C5.12 lists existing roads shown on Sale Area Map that for such reasons as limitations in structural capacity, safety, and protection of soil, water, and roads:

(a) Cannot be used for log hauling or

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

**B5.2 Specified Roads.** "Specified Roads" are roads, including related transportation facilities and appurtenances, shown on Sale Area Map and listed in A7. Purchaser shall construct Specified Roads used under this contract. Construction initiated by Purchaser on any such Specified Road shall be completed to an agreed terminus that meets Purchaser's needs and prevents unnecessary impact on National Forest resources. Construction to such terminus shall be in full accordance with Plans and specifications and the Schedule of Items identified in A7 or specifications attached hereto, except for agreed adjustments needed to accommodate such terminus. The "Schedule of Items" is a list and description of construction items, quantities, units of measure, methods of measurement, unit price, and total amount. Forest Service shall revise the Schedule of Items to show the estimated cost for the portion constructed to the revised terminus as a separate segment.

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

In event of agreed substitution or revision of construction design, specifications, or performance responsibility under B5.212, B5.25, B5.26, or C5.215, A7 shall be modified. If Purchaser does not need a Specified Road or a portion of a Specified Road for harvesting Included Timber and the Specified Road is not constructed, the deletion of the road or road segment will be a mutually agreed Design Change and Timber Sale Account will be adjusted for the reduction in cost, as provided in 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 timber sale advertisement.

**B5.21 Engineering.** Forest Service completed survey and design for Specified Roads prior to timber sale advertisement, unless otherwise shown in A8 or Purchaser 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 Timber Sale 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, Purchaser shall assume responsibility for such work. In such event, Contracting Officer shall revise:

(a) A7 to show Purchaser's performance responsibility.

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

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

Purchaser shall perform survey, design, and construction staking of Specified Roads to be engineered by Purchaser in accordance with specifications attached hereto. Based upon the quantities developed by such design, as approved by Forest Service, Contracting Officer shall revise the estimated costs stated in the

Schedule of Items and adjust Timber Sale Account. The methods of computing such revised costs shall be consistent with the methods that would have been used had the engineering been performed prior to timber sale advertisement.

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

A change in the amount of construction work that exceeds construction tolerances specified in the specifications identified in 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, Purchaser shall make corrections pursuant to B5.253.

**B5.212 Construction Staking.** Purchaser shall avoid careless or negligent damage to construction stakes, flags, or marks. If such damage occurs, Purchaser shall be required to replace stakes necessary to construction. Purchaser's replacement staking shall be approved by Forest Service. Alternatively, upon Purchaser's request, Contracting Officer may agree to perform such work under B4.218.

When A7 shows that construction stakes are to be set by Forest Service after clearing, Purchaser shall submit to Forest Service a written schedule for clearing, construction staking, and construction that will provide Forest Service a reasonable period for setting construction stakes. Time for setting construction stakes may be modified by written agreement.

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

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

(a) A7 to show Purchaser's performance responsibility.

(b) The Schedule of Items to include costs of construction staking, as provided under B5.24, and adjust Timber Sale 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, Purchaser shall provide Forest Service a written schedule showing the desired delivery dates of any material to be supplied by Forest Service. With reasonable notice, schedule may be amended by agreement. Forest Service agrees to make delivery within 15 days after the scheduled delivery dates that are at least 60 days after the schedule is submitted, unless prevented by causes beyond control of Forest Service.

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

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

**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.

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 Timber Sale Account. The revised Schedule of Items shall supersede any prior Schedule of Items when it is dated and signed by Contracting Officer and a copy is furnished to Purchaser.

**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 Timber Sale 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 quantity or lump sum is specified in the Schedule of Items are subject to this Item.

(b) Adjustments to the Specified Road construction cost for variation in quantities shall be computed at unit rates established in the Schedule of Items for units of work actually constructed and measured in accordance with specified method of measurement shown in the Schedule of Items and described in the specifications identified in A7, except that:

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

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

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

**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 Purchaser, results in an increase or decrease in work and/or materials furnished by Purchaser involving additional estimated cost of:

(i) More than \$10,000 or

(ii) More than 10 percent of total Specified Road construction cost, whichever is less.

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

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

(i) Estimated quantities actually constructed prior to physical change, including work abandoned, and

(ii) Estimated quantities to be constructed following physical change.

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

(i) Current Unit Rates to differences when quantities increase and

(ii) Unit rates comparable to those used in computing most recent cost estimate for the timber sale when quantities decrease.

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

**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 Purchaser within general scope of the contract. Such work shall:

(i) Be due to differences between anticipated and actual field conditions,

(ii) Be necessary to construct Specified Roads to design standards, or

(iii) Be necessary to assure stability of Specified Roads.

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

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

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

(i) Estimated quantities actually constructed prior to Design Change and

(ii) Estimated quantities to be constructed following Design Change.

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

(i) Current Unit Rates to difference when quantities increase and

(ii) Unit rates comparable to those used in computing most recent cost estimates of the timber sale when quantities decrease.

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

**B5.26 Alternate Facilities.** If under Purchaser's Operating Schedule, roads needed for the removal of Included Timber differ substantially from Specified Roads, other roads may be added to 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. Purchaser shall provide survey, design, and construction staking for such other roads.

Based on design quantities from such engineering, Forest Service shall estimate Specified Road construction costs of alternate facilities, using methods consistent with those used in the original computation of the Schedule of Items. If Specified Road construction costs for acceptable alternate facilities are less than the estimated costs of facilities listed in the original Schedule of Items that

Purchaser does not construct, Timber Sale Account shall be adjusted by Forest Service to reflect the reduction in costs. In event of rate redetermination under B3.3, such allowed costs shall be the redetermined estimated costs of facilities listed in the original Schedule of Items that Purchaser does not construct.

**B5.27 Temporary Credit for Unamortized Specified Road Construction Cost.** When, under B8.33, Contracting Officer orders a delay or interruption of Purchaser's Operations for more than 30 days when scheduled operations would be occurring but for the order, the Contracting Officer shall credit the unamortized cost of Specified Roads to Purchaser's Timber Sale Account, upon the written request of Purchaser or at the discretion of Contracting Officer. The amount credited to Purchaser shall be limited to stumpage paid above Base Rates.

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

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

**B5.3 Road Maintenance.** Purchaser shall maintain roads, commensurate with Purchaser's use, in accordance with Road Maintenance Requirements in C5.31 and the Road Maintenance Specifications. Performance of road maintenance work by Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on Purchaser's Operating Schedule under 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 Purchaser elects to use different roads than those listed in C5.31, Forest Service shall determine Purchaser'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 Purchaser for performance of such work.

Unless agreed in writing, prehaul maintenance shall be completed on any portion of road prior to hauling on that portion. Maintenance, as used in this contract, does

not include road reconstruction or repairs of an extraordinary nature.

**B5.4 Use by Others.** Forest Service shall have the right to use any road constructed by Purchaser under this contract for any and all purposes in connection with the protection and administration of the National Forest. Other parties, in connection with the logging of tributary National Forest timber, may use roads constructed by Purchaser hereunder when Contracting Officer determines that such use will not materially interfere with Purchaser's Operations. Third party use shall be contingent upon Contracting Officer determining, and third party agreeing to pay, a fair share of maintenance cost commensurate with such commercial use.

Unless otherwise provided in C5.4, Forest Service shall authorize other uses of roads constructed by Purchaser hereunder only if:

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

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

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

## **B6.0—OPERATIONS**

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

Purchaser's representative shall designate, in writing, a field supervisor, one of whose responsibilities shall be on-the-ground direction and supervision of Purchaser's Operations. The field supervisor shall be readily available to the area of operations when operations are in progress and shall be authorized to receive notices in regard to performance under this contract and take related action. The responsibilities of the field supervisor shall include the safeguarding of National Forest resources and performance within the terms of the contract. Purchaser representative will furnish Forest Service with names of persons authorized to assume responsibilities in field supervisor's absence. Such delegations may be made a part of Purchaser's annual Operating Schedule under B6.31.

Unless Contracting Officer designates another Forest Service representative and notifies Purchaser in writing,

the District Ranger is the representative of Forest Service. Forest Service representative shall:

(a) Receive notice in regard to performance under this contract,

(b) Take action in relation to this contract, and

(c) Be readily available to the area of construction and logging operations.

Contracting Officer or Forest Service representative shall designate other on-the-ground representatives in writing along with their specific contractual responsibilities and authority. Representatives with authority delegated in writing are the only Forest Service personnel authorized to provide notice or take related actions under the contract. Such delegation shall be made within 30 days of receipt of Purchaser's Plan of Operations.

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

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

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

**B6.21 Removal.** Unless Forest Service authorizes continued use, Purchaser shall remove or dispose of all improvements when no longer needed. Should Purchaser fail to remove or dispose of improvements within 6 months after Termination Date, Forest Service may dispose of improvements at Purchaser's expense under B9.5 or may, upon written notice to Purchaser, assume title to improvements in the name of the United States. In the latter event, Purchaser shall not be required to remove such improvements.

**B6.22 Protection of Improvements.** So far as practicable, Purchaser shall protect Specified Roads and other improvements (such as roads, trails, telephone lines, ditches, and fences):

(a) Existing in the operating area,

(b) Determined to have a continuing need or use, and

(c) Designated on Sale Area Map.

Purchaser shall keep roads and trails needed for fire protection or other purposes and designated on Sale Area Map reasonably free of equipment and products,

slash, and debris resulting from Purchaser's Operations. Purchaser shall make timely restoration of any such improvements damaged by Purchaser's Operations and, when necessary because of such operations, shall move such improvements, as specified in C6.22.

**B6.221 Protection of Improvements Not Owned by Forest Service.** Forest Service will notify all utility companies, or other parties affected, and make arrangements for all necessary adjustments of the public utility fixtures, pipelines, and other appurtenances likely to be affected by Purchaser's Operations.

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

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

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

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

**B6.222 Protection of Property.** In construction and reconstruction of Specified Roads, Purchaser shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features, unless specifically authorized. To the extent practicable, Purchaser shall confine operations to within the clearing limit or other areas designated in the contract and prevent the depositing of rocks, excavated materials, stumps, or other debris outside these limits.

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

**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 perpetual action that does not cause unnecessary delay to Purchaser in authorized clearings, such as Clearcutting Units and road construction, and in other instances where damage to monuments, section corners, and other corner accessories is unavoidable.

Purchaser shall protect all known survey monuments, witness corners, reference monuments, and bearing trees against avoidable destruction, obliteration, or damage



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

**B6.24 Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources.**

(a) Areas, known by Forest Service prior to timber sale advertisement, needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Sale Area Map and/or identified on the ground, and shall be treated as follows:

(i) Unless agreed otherwise, wheeled or track laying equipment shall not be operated in areas identified as needing special measures except on roads, landings, tractor roads, or skid trails approved under B5.1 or B6.422. Purchaser may be required to backblade skid trails and other ground disturbed by Purchaser's Operations within such areas in lieu of cross ditching required under B6.6. Additional special protection measures needed to protect such known areas are identified in C6.24.

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

(iii) Purchaser shall conduct operations in a manner that does not damage or disturb identified areas. In the event that protective measures identified by the Forest Service are for any reason inadequate, Contracting Officer may delay or interrupt Purchaser's operations, under this Contract, and/or modify this Contract pursuant to B8.33.

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

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

(c) Following sale advertisement, additional areas needing special measures for protection may be

discovered or identified; protective measures may be revised or newly prescribed; and, additional species of plants and/or animals may be added to federal lists of protected species. In such event, Contracting Officer may delay or interrupt Purchaser's operations, under this Contract, and/or modify this Contract pursuant to B8.33.

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

**B6.3 Control of Operations.** Under this contract, "Purchaser's Operations" shall include activities of or use of equipment of Purchaser, Purchaser's employees, agents, contractors, Subcontractors, or their employees or agents, acting in the course of their employment in operations hereunder on National Forest system lands or within Forest Service protection boundary (unless acting under the immediate supervision of Forest Service).

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

**B6.31 Operating Schedule.** Purchaser shall, before commencing operations, provide in writing an annual Operating Schedule of anticipated major activities and needs for logging Included Timber, such as logging, road maintenance, 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, Purchaser's Operations may be conducted outside Normal Operating Season. "Normal Operating Season" is the period(s) beginning and ending on the dates stated in A16 of any year.

**B6.311 Plan of Operations.** For timber sales with 2 or more years between award date and Termination Date, within 60 days of final award of contract, Purchaser shall furnish Forest Service a written general Plan of Operations that shall be in addition to the annual Operating Schedule required under B6.31. The Plan of Operations shall set forth planned periods for and methods of road construction, timber harvesting, and completion of slash disposal, erosion control measures, and other contractual requirements. Forest Service written approval of the Plan of Operations is prerequisite to commencement of Purchaser's Operations. Purchaser may revise this Plan of Operations when necessitated by weather, markets, or other unpredictable circumstances, subject to approval of Contracting Officer. In the event of delays beyond the control of Purchaser that qualify for Contract Term Adjustment, the Plan of Operations shall be adjusted by mutual agreement to accommodate the adjusted contract period.

**B6.312 Plan of Operations for Road Construction.** Annually, prior to start of construction, Purchaser shall submit a supplement to the Plan of Opera-

tions that shall include a schedule of proposed progress and a description of planned measures to be taken to provide erosion control for work in progress, including special measures to be taken on any segments of construction not Substantially Completed prior to periods of seasonal precipitation or runoff. Purchaser shall submit a revised schedule when Purchaser proposes a significant deviation from the progress schedule.

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

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

**B6.33 Safety.** Purchaser's Operations shall facilitate Forest Service's safe and practical inspection of Purchaser's Operations and conduct of other official duties on Sale Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees.

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

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

**B6.34 Sanitation and Servicing.** Purchaser shall take all reasonable precautions to prevent pollution of air, soil, and water by Purchaser's Operations. If facilities for employees are established on Sale Area, they shall be operated in a sanitary manner. In the event that Purchaser's Operations or servicing of equipment result in pollution to soil or water, Purchaser shall conduct cleanup and restoration of the polluted site to the satisfaction of Forest Service.

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

equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. Purchaser shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

**B6.341 Prevention of Oil Spills.** If Purchaser maintains storage facilities for oil or oil products on Sale Area, Purchaser shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States.

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

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

**B6.342 Hazardous Substances.** Purchaser shall notify the National Response Center and Contracting Officer of all releases of reportable quantities of hazardous substances on or in the vicinity of Sale Area that are caused by Purchaser's employees, agents, contractors, Subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's Operations, in accordance with 40 CFR 302.

**B6.35 Equipment Cleaning.** (a) Areas, known by Forest Service prior to timber sale advertisement, that are infested with invasive species of concern are shown on Sale Area Map. A current list of invasive species of concern and a map showing the extent of known infestations is available at the Forest Supervisor's Office. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

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

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

(ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on Sale Area Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the Forest Service, as provided in (iii).

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

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

(v) Contracting Officer may order delay, interruption, or modification of this Contract pursuant to B8.33.

(c) Nothing contained in this Section shall be interpreted as creating any warranty on the part of the Forest Service that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, Contracting Officer may order delay, interruption, or modification of this Contract pursuant to B8.33.

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

**B6.36 Acceptance of Work.** Upon Purchaser's written request and assurance that work has been completed, Forest Service shall perform an inspection within 5 days, excluding weekends and Federal holidays, so as not to delay unnecessarily the progress of Purchaser's Operations. Such a request may be for acceptance of:

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

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

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

Forest Service may perform such inspections without request from Purchaser.

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

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

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

**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 Purchaser, such as adverse weather.

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

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

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

**B6.4 Conduct of Logging.** Unless otherwise specifically provided herein, Purchaser shall fell trees designated for cutting and shall remove the portions that meet Utilization Standards, as provided in B2.2, prior to acceptance of subdivision for completion of logging 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.

Purchaser may buck out cull material when necessary to produce pieces meeting Utilization Standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net scale in percentage of gross scale, or based on the merchantability factor, whichever is stated in A2. If necessary to assess extent of defect, Purchaser 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 Purchaser determines that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, Purchaser shall re-cut high stumps so they will not exceed heights specified in 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 Sale 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, Purchaser shall cut exposed limbs from products prior to skidding. Purchaser 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 Sale Area Map. Outside Clearcutting Units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.

**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 Sale Area Map. Unless otherwise agreed, the following measures shall be observed to protect Streamcourses:

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

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

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

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

**B6.6 Erosion Prevention and Control.** Purchaser's Operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. Purchaser shall adjust the kinds and intensity of erosion control work done to ground and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

If Purchaser fails to do seasonal erosion control work prior to any seasonal period of precipitation or runoff, Forest Service may temporarily assume responsibility for the work and any unencumbered deposits hereunder may be used by Forest Service to do the work. If needed for such work, Purchaser shall make additional deposits on request by Forest Service. Any money deposited or used for this purpose shall be treated as cooperative deposits under B4.218.

**B6.61 Meadow Protection.** Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on Sale Area Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved under 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 Sale 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, Purchaser shall employ such measures as out-sloping, drainage dips, and water-spreading ditches.

After a Temporary Road has served Purchaser's purpose, Purchaser shall give notice to Forest Service and shall remove bridges and culverts, eliminate ditches, out-slope 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 Sale Area for post-sale treatments and other purposes after a Temporary Road has served Purchaser's purpose, pursuant to B6.63, Purchaser agrees, that on Temporary Roads designated on Sale Area Map as "Remain Open," to construct cross ditches and water bars, as designated, staked, or otherwise directed by Forest Service, that can be traversed by a normal two-wheel drive pickup truck. On "Remain Open" Temporary Roads, all bridges and culverts shall remain in place and ditches shall not be eliminated. All drainage structures shall be left in functional condition.

**B6.64 Landings.** After landings have served Purchaser's purpose, Purchaser shall ditch and slope them to permit water to drain or spread. Unless agreed otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.

**B6.65 Skid Trails and Fire Lines.** Purchaser shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where staked or otherwise marked on the ground by Forest Service. Forest Service shall designate cross ditching on Purchaser-built fire lines prior to or during construction. By agreement, Purchaser may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.

**B6.66 Current Operating Areas.** Where logging or road construction is in progress but not completed, unless agreed otherwise, Purchaser shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion.

Such protection shall be provided, prior to end of a Normal Operating Season, for all disturbed, unprotected ground that is not to be disturbed further prior to end of

operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations after Normal Operating Season, Purchaser shall keep such work on any additional disturbed areas as up to date as practicable.

**B6.67 Erosion Control Structure Maintenance.** During the period of this contract, Purchaser shall provide maintenance of soil erosion control structures constructed by Purchaser until they become stabilized, but not for more than 1 year after their construction. Contracting Officer may agree to perform such structure maintenance under B4.218, if requested by Purchaser, subject to agreement on rates. Purchaser shall not be responsible for repair of such structures damaged by other National Forest users whose activities are not a part of Purchaser's Operations.

**B6.7 Slash Disposal.** Purchaser's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by Purchaser are stated in 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 Purchaser 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 timber sale Purchaser may be served.

Purchaser 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 Purchaser shall enter into a written memorandum of agreement governing Scaling at that alternate location. Purchaser 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 Purchaser or employees of Purchaser 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 sale 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 Timber Sale 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, Purchaser shall discontinue hauling. Purchaser agrees that in the event such a delay or interruption occurs for reasons not caused by Purchaser, 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.

Purchaser 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.

Purchaser shall bear all charges or fees for weighing services.

**B6.82 Presentation for Scaling.** Purchaser 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, Purchaser 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 Purchaser shall be recorded separately and charged to Timber Sale Account under B3.47.

Any timber that has been removed from Sale 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

sale was sold. Other converting factors may be used by written agreement.

**B6.84 Accountability.** When Scaling is performed away from Sale Area, products shall be accounted for in accordance with Forest Service written instructions or an Accountability Agreement between Forest Service and Purchaser and as follows:

(a) Purchaser shall plainly mark or otherwise identify products prior to hauling in accordance with B6.842;

(b) Forest Service shall issue removal receipts to Purchaser;

(c) Purchaser shall assign a competent individual at the landing to complete removal receipts and attach them to each load of products removed from Sale 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) Purchaser shall notify Forest Service of lost or off-loaded logs and their location within 12 hours of such loss.

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

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

Purchaser 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 Sale 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.

Purchaser 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 Purchaser of the methods to be used to alert truck drivers of an impending stop.

**B6.842 Product Identification.** Before removal from Sale Area, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Purchaser shall:

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

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

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

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

**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, Purchaser 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 Purchaser a copy of Forest Service scaler's record, if requested in writing.

**B6.9 Records.** Upon request, Purchaser shall provide access to appropriate annual records in Purchaser's books and accounts to enable Forest Service to obtain and analyze accurate operating costs and selling price data for appropriate use in appraising Federal timber. Operating cost and selling price data shall include that applicable for appraising timber obtained from Federal sources in or processed in the Region. Purchaser shall provide access to such data on behalf of subsidiary entities owned or controlled by Purchaser to the extent they participate in harvesting, manufacturing, or marketing timber into products recognized in National Forest timber appraisals in the area. To a like extent, Purchaser shall request in writing Purchaser's contractors and Subcontractors to make such data available to Forest Service.

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

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

**B7.1 Plans.** Prior to initiating Purchaser's Operations during Fire Precautionary Period, Purchaser shall file with Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on Sale Area and other areas of Purchaser's Operations. Such plan shall include a detailed list of personnel and equipment at Purchaser's disposal for implementing the plan. This requirement may be met by preparing a single plan for more than one timber sale.

**B7.2 Fire Precautions.** Specific fire precautionary measures listed in C7.2 shall be applicable during Purchaser'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 Purchaser'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 Purchaser's Operations, as specified by the emergency fire precautions schedule of C7.22. Under such conditions, after Purchaser ceases active operations, Purchaser shall release for hire by Forest Service, if needed, Purchaser's shutdown equipment for fire standby on Sale Area or other areas of Purchaser's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by Purchaser for other fire fighting or protection from fire. Equipment shall be paid for at fire fighting equipment rates common

in the area or at prior agreed rates and, if Purchaser requests, shall be operated only by personnel approved by Purchaser. Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire fighting rates common in the area or at prior agreed rates.

**B7.3 Fire Control.** Purchaser shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from Purchaser's Operations and to suppress any forest fire on Sale Area. Purchaser's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Purchaser's disposal on Sale Area or within the distance of Sale Area stated in A13.

**B7.31 Purchaser's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Sale Area, or any other forest fire on Sale Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by Purchaser until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:

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

**B7.312 Personnel.** To release for employment by Forest Service any or all of Purchaser's personnel engaged in Purchaser's Operations or timber processing within the distance of Sale Area stated in A13. Any organized crew so hired shall include Purchaser's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.

**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 Purchaser's equipment suitable for fire fighting and currently engaged in Purchaser's Operations within the distance of Sale Area stated in A13. Equipment shall be operated only by personnel approved by Purchaser, if so requested by Purchaser.

**B7.4 Fire Suppression Costs.** Purchaser'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 Purchaser'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. Purchaser 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 Purchaser'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 Purchaser's actual cost exceeds Purchaser's obligation stated in A14, Forest Service shall reimburse Purchaser for the excess.

**B7.42 Negligent Fire.** A "Negligent Fire" is a fire caused by negligence or fault of Purchaser's Operations,



including, but not limited to, one caused by smoking by persons engaged in Purchaser's Operations during the course of their employment, or during rest or lunch periods; or if Purchaser's failure to comply with the requirements of 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 Purchaser.

**B7.43 Other Fires on Sale Area.** Forest Service shall pay Purchaser, at fire fighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by Purchaser pursuant to B7.3, or otherwise at the request of Forest Service, on any fire on Sale Area other than an Operations Fire or a Negligent Fire.

**B7.5 State Law.** Purchaser shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recoverable in an action based on State law, except for such costs resulting from Operations Fires. Amounts due Purchaser for fire fighting expenditures in accordance with B7.41 shall not be withheld pending settlement of any such claim or action based on State law.

**B7.6 Performance by Contractor.** Where Purchaser's employees, agents, contractors, Subcontractors, or their employees or agents perform Purchaser's Operations in connection with fire responsibilities, Purchaser's obligations shall be the same as if performance was by Purchaser.

## **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 Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. 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 Sale Area or other authorized cutting area by Purchaser 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 Sale Area, but before Scaling, shall be borne by Purchaser 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, Purchaser will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised

unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current Contract Rates in effect at the time of the value loss shall be adjusted by differences to become the redetermined rates.

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

**B8.2 Period of Contract.** All obligations of Purchaser 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 Purchaser 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, Purchaser shall give written notice of the lost time not later than 30 days after end of Normal Operating Season in which time was lost and at least 10 days before Termination Date. Contracting Officer shall make prompt written acknowledgment of such notice, indicating concurrence with the number of days in the notice or the number of days Forest Service considers as qualifying for the adjustment. Lost portions of days shall be disregarded in computing time lost. The three circumstances qualifying for a Contract Term Adjustment are:

(a) Purchaser experiences delay in starting scheduled operations or interruptions in active operations, either of which stops removal of Included Timber from Sale Area through curtailment in felling and bucking, yarding, skidding and loading, hauling, or road construction, as scheduled under B6.31, for 10 or more consecutive days during a Normal Operating Season due to causes beyond Purchaser's control, including, but not limited to, acts of God, acts of the public enemy, acts of the Government, labor disputes, fires, insurrections, or floods.

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

(c) (i) Contracting Officer requests Purchaser, in writing, to delay or interrupt operations during the Normal Operating Season for any purpose other than suspension under B4.4 or B9.3 or

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

If Termination Date is adjusted, as described in this Subsection, and later extended under 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 Purchaser demonstrates a diligent effort has been made to replace primary timber processing facilities and that delays in doing so have been beyond Purchaser's control, Contracting Officer may authorize Contract Term Adjustment up to a total of 24 months.

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

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

**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 Purchaser.** This contract shall be terminated, upon election and written notice by Purchaser, 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 Purchaser 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 Purchaser, under this Subsection. This Subsection does not obligate Contracting Officer to grant Contract Term Extension.

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

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

(a) Interest at the Current Value of Funds Rate established by the Secretary of the Treasury, on Current Contract Value of timber remaining on Sale Area, less the credit balance of any deposit made pursuant to B4.213, as of the original Termination Date, or as adjusted pursuant to B8.21 or B8.212, until the midpoint of the extension period;

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

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

**B8.231 Conditions for Contract Term Extension.** Contracting Officer may grant Purchaser's written request for Contract Term Extension, if Purchaser has met all of the following conditions at time of Purchaser's request:

(a) At least 75 percent of estimated volume in A2 has been cut and removed from Sale Area.

(b) Specified Roads needed by Purchaser for removal of all Included Timber, in accordance with the approved Plan of Operations submitted pursuant to B6.311, were constructed and accepted by Forest Service prior to the applicable road completion date shown in C5.13.

(c) Purchaser's Operations to date have been in reasonable compliance with contract terms and the approved Plan of Operations under B6.311.

(d) All contractual requirements have been met by Purchaser and accepted by Forest Service on area cut over at time of Purchaser's request, except for areas where logging is in progress at time of Purchaser's request. Purchaser's burning of current slash or seeding or planting for erosion control may be temporarily waived, if weather or other considerations make such work impractical.

(e) Any payment required under B4.213 has been made.

Contract Term Extension shall not become effective, unless payments required by B8.23 have been paid and the initial Extension Deposit required by B4.217 has been made by the effective date of any extension.

**B8.3 Contract Modification.** The conditions of this timber sale 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 Sale Area or Included Timber since the date of this contract, the requirements shall be waived in writing. The estimated cost of such waived work or other requirement shall be charged to Timber Sale Account.

**B8.32 Modification for Catastrophe.** In event of Catastrophic Damage, Forest Service, in consultation with Purchaser, shall outline on Sale Area Map:

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

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

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

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

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

notwithstanding B8.3, modify this contract, in whole or in part:

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

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

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

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

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

(i) Contract Term Adjustment,

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

(iii) rate redetermination to measure any decline in the market,

(iv) temporary reduction of downpayment,

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

(vi) temporary bond reduction.

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

(c) In cases of modification under this Subsection, Purchaser shall only receive a rate redetermination pursuant to B3.31. However, if there is an order delaying or suspending operations in addition to a modification, then Purchaser shall also be entitled to the remedies provided under B8.33(b) for such delay or suspension.

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

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

**B8.34 Contract Termination** This contract may be terminated, in whole or in part, by Forest Service or Purchaser, as provided in Items B8.341 and B8.342, respectively. In the event of any such termination, Purchaser shall be entitled to the applicable remedies, subject to the limitation upon duplicative compensation set forth in B8.33(d). Purchaser agrees that this Subsection, and the remedies contained in the following Items shall apply regardless of any finding by any court or

administrative body that the Forest Service failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale. However, nothing in this Subsection precludes Purchaser from exercising rights under the Contract Disputes Act.

**B8.341 Termination by Forest Service.**

(a) The Chief or the Chief's designee may unilaterally terminate this contract, in whole or in part, for any of the reasons set forth in paragraph (a) of B8.33.

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

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

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

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

(c) Subject to applicable laws, regulations and policies, Forest Service and Purchaser shall make good faith efforts to identify replacement timber of similar volume, quality, access, and topography within Sale Area. If suitable replacement timber cannot be located within Sale Area, the parties shall expand the search to the National Forest in which the Sale Area is located. Stumpage price shall be adjusted under B3.31 to account for differences between replacement timber and deleted timber. If Forest Service and Purchaser agree upon suitable replacement timber and the applicable stumpage price, then this contract shall not terminate and instead shall be modified pursuant to 36 CFR 223.85(c) and shall remain in force with respect to such replacement timber and, in the case of partial termination, any remaining Included Timber. If the parties cannot agree on suitable replacement timber or the applicable stumpage price of such timber, either party may end the search and Purchaser shall be compensated under subparagraph (d).

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

(e) In any instance of partial termination, in which the Forest Service deletes one or more cutting units from the Sale Area, Purchaser's sole and exclusive remedy with regard to remaining units shall be a rate redetermination pursuant to B3.31. Purchaser shall be required to complete Contract Operations with regard to remaining units and any obligations pertaining to cessation of operations on deleted units, including without limit erosion control, brush disposal, and road maintenance. If Purchaser fails to fulfill any such duty or obligation, then

Contracting Officer may make deductions from compensation due Purchaser, including without limit costs and expenses of completing such work.

**B8.342 Termination by Purchaser.** (a)

Purchaser may, by written notice, terminate this Contract, in whole or in part, as described herein,

(i) in the event of an order delaying or interrupting its operations pursuant to B8.33, or

(ii) in the event of an order modifying this Contract pursuant to B8.33, if Purchaser decides to reject the terms of the modification prior to its acceptance. Purchaser shall have the right to terminate this Contract in whole only when the Contracting Officer's order under B8.33 applies to all cutting units within the Sale Area. When the order affects only a portion of the cutting units, Purchaser shall have the right to terminate this Contract in part, by deleting one or more of the units covered by the Contracting Officer's order. The foregoing right of termination, in whole or in part, shall not exist when the delay, interruption, or modification arises from wind, flood, landslide, fire, forest pest epidemic, or other major natural phenomenon.

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

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

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

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

(c) Subject to applicable laws, regulations and policies, Forest Service and Purchaser shall make good faith efforts to identify replacement timber of similar volume, quality, access, and topography within Sale Area. If suitable replacement timber cannot be located within Sale Area, the parties shall expand the search to the National Forest in which the Sale Area is located. Stumpage price shall be adjusted under B3.31 to account for differences between replacement timber and deleted timber. If Forest Service and Purchaser agree upon suitable replacement timber and the applicable stumpage price, then this contract shall not terminate and instead shall be modified pursuant to 36 CFR 223.85(c) and shall remain in force with respect to such replacement timber and, in the case of partial termination, any remaining Included Timber. If the parties cannot agree on suitable replacement timber or the applicable stumpage price of such timber, either party may end the search and Purchaser shall be compensated under subparagraph (d).

(d) Forest Service shall pay as fixed, agreed, and liquidated damages an amount equivalent to 15 percent of the estimated delivered log value of the volume of

timber not harvested due to the termination or partial termination. Estimated delivered log value and volume of timber not harvested shall be determined by the Contracting Officer as of Termination Date, using Forest Service methods in use as of the Termination Date.

(e) In any instance of partial termination, in which Purchaser deletes one or more cutting units from Sale Area, Purchaser's sole and exclusive remedy with regard to remaining units shall be a rate redetermination pursuant to B3.31. Purchaser shall be required to complete Contract Operations with regard to remaining units and any obligations pertaining to cessation of operations on deleted units, including without limit, erosion control, brush disposal, and road maintenance. If Purchaser fails to fulfill any such duty or obligation, then Contracting Officer may make deductions from compensation due Purchaser, including without limit costs and expenses of completing such work.

**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 when Purchaser did not gain the benefit of its expenditure because Contract operations were not permitted. In determining whether an expenditure is "Unrecovered," Contracting Officer shall not conclude that an award of liquidated damages constitutes the benefit of that expenditure.

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

- (i) attorneys fees;
- (ii) costs and expenses of operating a saw mill or other processing facility;
- (iii) expectancy damages; and,
- (iv) anticipatory profits.

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

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

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

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

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

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

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

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

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

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

**B8.36 Termination for Market Change.** (a) In the event of delay or interruption under B8.33, exceeding 90 days, and Contract has not been modified to include replacement timber, this contract may be terminated upon election and written notice by Purchaser, if (i) a rate redetermination for market change under 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 the weighted average Current Contract Rate, or (ii) the appraised value of the remaining timber is insufficient to cover the adjusted base rates as determined under B3.33.

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

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

**B8.4 Performance by Other than Purchaser.** The acquisition or assumption by another party, under an agreement with Purchaser, of any right or obligation of Purchaser under this contract shall be ineffective as to Forest Service, until Forest Service has been notified of such agreement and Contracting Officer has given written approval. In no case shall such recognition or approval:

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

(b) Be given unless such other party:

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

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

**B8.5 Sale of Other Materials.** Forest Service reserves the right to sell from Sale Area during the period of this contract any materials or products not subject to its terms, but shall not permit removal, possession, or use thereof that will materially interfere with Purchaser's Operations. Purchaser shall not be obligated to do any work made necessary by the action of others.

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

**B8.61 Covenant against Contingent Fees.** Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Purchaser for the purpose of securing business. For breach or violation of this warranty, Forest Service shall have the right to annul this contract without liability or to require Purchaser to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**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 therefrom, 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, Purchaser agrees during its performance as follows:

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

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

(c) Purchaser will send to each labor union or representative of workers with which Purchaser has a collective bargaining agreement or other contract or understanding, a notice to be provided by Forest Service, advising the labor union or worker's representative of Purchaser's commitments under this Subsection, and shall

post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

**B8.64 Debarment and Suspension Certification.** Pursuant to 7 CFR Part 3017, Purchaser shall obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. "Subcontractors" are participants in lower tier covered transactions.

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

Purchaser shall keep the certifications of its Subcontractors on file until timber sale Termination Date and any extensions thereof, and will provide a copy at the written request of Contracting Officer. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Subsection. The knowledge and information of Purchaser is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

**B9.11 Bond Reduction.** Upon Purchaser's written request, Contracting Officer shall redetermine the amount of Purchaser's performance bond to an amount not less than Purchaser's remaining obligations, including the value of Included Timber remaining on Sale Area, plus the estimated cost of uncompleted work required of Purchaser and any unpaid billings due on the timber sale. Contracting Officer shall provide written notice of the redetermined amount to Purchaser and to Purchaser's surety. Similarly, Contracting Officer shall report to Purchaser in writing the amount of deposited cash or deposited securities required thereafter, if such deposits exist in lieu of a surety bond.

As soon as security for the performance of this contract or the settlement of Claims incident thereto is no longer necessary, appropriate notice shall be given to surety or deposits that may have been made in lieu of surety bond shall be returned to Purchaser, subject to the conditions in 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 orders a delay or interruption of Purchaser's Operations for more than 30 days when scheduled operations would be occurring but for the order, the performance bond amount required shall be temporarily reduced upon the written request of Purchaser or at the discretion of Contracting Officer. For the period of the delay or interruption, the performance bond may be reduced to an amount not less than the estimated cost of uncompleted work required of Purchaser and any unpaid billings due on the timber sale.

Upon Purchaser's receipt of written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Purchaser shall restore the performance bond to the full amount shown in A17 within 15 days. Purchaser 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 Purchaser shall be made in writing and submitted to Contracting Officer for decision. A Claim by the Government against Purchaser shall be subject to a decision by Contracting Officer.

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

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

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

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

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

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

#### **B9.21 Time Limits for Submission of Claim.**

Failure by Purchaser to submit a Claim within established time limits shall relinquish the United States from any and all obligations whatsoever arising under the contract or portions thereof. Purchaser shall file such Claim within the following time limits:

- (a) When Purchaser constructs Specified Road, Purchaser must file any Claim not later than 60 days after receipt of Forest Service written notification of acceptance;
- (b) When Forest Service constructs Specified Road, Purchaser must file any Claim not later than 60 days after receipt of Forest Service written notification authorizing use of road;
- (c) For subdivisions or cutting units, Purchaser must file any Claim not later than 60 days after receipt of Forest Service written notification that subdivision or cutting unit has been accepted; and
- (d) In all other cases, Purchaser must file any Claim not later than 60 days after receipt of Contracting Officer written notification that timber sale is closed.

**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 (C)
- (b) Sale Area Map
- (c) Specific Conditions (A) and Schedule of Items
- (d) Standard Provisions (B)
- (e) Special project specifications
- (f) Plans, such as slash, erosion control, and dust abatement
- (g) Agreements between Purchaser and Forest Service, as authorized under the contract
- (h) Plans:
  - (i) Figured dimensions over scaled dimensions
  - (ii) Large scale Plans over small scale Plans
- (i) Standard specifications
- (j) Lists and/or tables in Plans over any conflicting notations on Plans
- (k) Shop Drawings

**B9.3 Breach.** In event Purchaser breaches any of the material provisions of this contract, Forest Service shall give Purchaser notice of such breach and, allowing reasonable time for remedy of such breach and of Forest Service's election to suspend, may give notice to suspend all or any part of Purchaser's Operations. Such notice of breach and notice to suspend Purchaser's Operations

shall be written, except oral notices may be given if such breach constitutes an immediate threat to human life or a threat of immediate and irreparable damage to National Forest resources. Notwithstanding Section B6.1, such oral suspension notice may be given to Purchaser's work supervisor or, in work supervisor's absence, to those performing the operation. An oral suspension notice shall be promptly followed by telephone notice and a written explanation from Forest Service to Purchaser.

Suspension under this Section shall not entitle Purchaser to any remedies arising under 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, Purchaser shall remedy the breach as follows:

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

**B9.31 Termination for Breach.** Contracting Officer, with the concurrence of the Regional Forester, may terminate this contract for breach in the event Purchaser:

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

- (i) Theft, forgery, bribery, embezzlement, falsification or destruction of records, making false statements, or receiving stolen property, any of which occurred in connection with obtaining, attempting to obtain, selling, trading, or processing public timber;
- (ii) Fraud, criminal offenses, or violation of Federal or State antitrust laws, any of which occurred in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; or
- (iii) Threatening, resisting, intimidating, or interfering with Forest Officers engaged in, or on account of, the performance of their official duties involving the protection, improvement, or administration of National Forest lands;

(b) Is convicted for violation of criminal statutes or civil standards, orders, permits, or other regulations for environmental protection issued by a Federal agency, State agency, or political subdivision thereof in the conduct of operations hereunder on National Forest lands, pursuant to B6.01;

(c) Has engaged in a pattern of activity that demonstrates flagrant disregard for the terms of this contract, such as, but not limited to, repeated suspensions for breach pursuant to B9.3, causing undesignated timber meeting Utilization Standards to be unnecessarily dam-



aged 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 Cut or Termination for Breach.** (a) In event of Purchaser's failure to cut designated timber on portions of Sale Area by Termination Date or termination for breach under B9.31, Forest Service shall appraise remaining Included Timber, 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 sale is resold, damages due shall be the amount by which Current Contract Value, plus costs described in paragraph (d) of this Section, exceeds the resale value at new Bid Rates.

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

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

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

(ii) If Purchaser has failed to cut individual trees in the portions of Sale Area cut over and there is no

resale of such individual trees, Purchaser shall pay Forest Service for cost of felling and removal or otherwise eliminating such uncut trees, except for occasional trees not cut for reasons stated in 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 Purchaser's failure to harvest Included Timber by Termination Date.

**B9.5 Settlement.** If obligations of Purchaser have not been fully discharged by Termination Date, any money advanced or deposited hereunder shall be retained and applied toward unfulfilled obligations of Purchaser without prejudice to any other rights or remedies of Forest Service. Such funds may be treated as cooperative deposits under B4.218 for uncompleted work 30 days after receipt of written notice from Contracting Officer to Purchaser of work to be done and Purchaser's failure to deny the obligation or to do the work.

**B9.6 Contract Closure.** Contracting Officer shall give appropriate written notice to Purchaser when Purchaser has complied with the terms of this contract. Purchaser shall be paid refunds due from Timber Sale Account under B4.24 and excess cooperative deposits under B4.218.

## DIVISION C

### Special Provisions

In accordance with A21, 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 included in this Division.

## A22 – Thin Mussel DXP List of Special Provisions

|         |   |
|---------|---|
| C2.2#   | Utilization and Removal of Included Products (3/21)                   |
| C2.355# | Designation by Prescription (07/22)                                   |
| C2.358# | INDIVIDUAL TREES (LEAVE TREE MARKING) (7/20)                          |
| C3.34   | Emergency Rate Redetermination (6/22)                                 |
| C4.211  | Downpayment (7/22)  |
| C4.212  | Temporary Reduction of Downpayment (8/09)                             |
| C4.213  | Periodic Payment Schedule (04/23)                                     |
| C4.3    | Payment Guaranteed by Bond (8/21)                                     |
| C4.31   | Blanket Bond (8/21)   |
| C4.4    | Payments not Received (8/12)  |
| C5.11#  | Requirements of Right-of-Way (11/71)                                  |
| C5.12#  | Use of Roads by Purchaser (6/99)                                      |
| C5.13#  | Road Completion Date (4/04)   |
| C5.222# | Stockpiled Material Sources (1/02)                                    |
| C5.31#  | Road Maintenance Requirements (7/01)                                  |
| 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 Monuments (10/04)                           |
| C6.316# | Limited Operating Period (5/05)                                       |
| -----   | Attachment B6.33 (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)  |
| C6.36#  | Acceptance of Work (9/22)   |
| 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 Treatments (3/90)                                     |
| C6.801  | Scaling (Non-sawtimber) (7/20)  |
| C6.804  | Scaling Cedar Products (10/04)  |
| C6.822  | Presentation for Weight Scaling (4/13)                                |
| C6.823  | Volume Determination (4/13)   |
| C6.840  | WEIGHT ACCOUNTABILITY (3/12)  |
| C6.841  | Route of Haul (option 1) (7/22)                                       |
| C7.2    | Normal Precautions (4/24)   |
| C8.212  | Market-Related Contract Term Addition (04/23)                         |
| C8.64   | Debarment and Suspension Certification (3/18)                         |
| C8.66#  | Use of Timber (Option 1) (4/04)                                       |
| C9.1    | Performance Bond (8/21)   |
| C9.11   | Bond Reduction (8/21)   |

**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, Purchaser 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: **ALL**- 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 Purchaser 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.

**C2.355# – DESIGNATION BY PRESCRIPTION. (7/22)** Within Subdivision(s) or cutting unit(s) **11, 12, 13A, 15, 15A and 15B**, as shown on Sale Area Map, the following criteria describing the desired end results shall be used by Purchaser to designate trees and other products for cutting and removal that meet Utilization Standards:

**Treatment Objectives:** Thinning stand by removing suppressed, intermediate, and codominant trees while improving the overall stand species composition. Individual trees selected for retention generally should be in good condition without obvious defect or disease, have full crowns and live crown ratios greater than 25% (percentage of live crown relative to the height of the tree).

- (a) All trees (live and dead) meeting minimum merchantable specifications of A2 are designated for cutting except those reserved from cutting as described below:

| <u>1/</u><br>Cutting Unit               | <u>2/</u><br>Acceptable Bole<br>Spacing Range |
|---|---|
| <b>11, 12, 13A, 15, 15A and<br/>15B</b> | 16-25 feet                                    |

\*(70-170 TPA)

**Leave Tree Criteria:**

1. Leave the largest tree meeting minimum merchantable specifications in A2, in order of preference for species first and then largest diameter, as measured at ground level on the uphill side.
  2. In all units, all conifer species not listed shall be least preferred.
  3. **Unit 11:** Leave all western white pine. **Species preference:** ponderosa pine, western larch, western redcedar, lodgepole pine, Douglas-fir, grand fir.
  4. **Unit 12:** Leave all western white pine. **Species Preference:** ponderosa pine, western larch, western redcedar, Douglas fir, grand fir.
  5. **Unit 13A:** Leave all western white pine and western larch. **Species Preference:** ponderosa pine, lodgepole pine, western redcedar, Douglas fir, grand fir.
  6. **Units 15, 15A, 15B:** Leave all western white pine, western larch, and ponderosa pine. **Species Preference:** lodgepole pine, western redcedar, Douglas fir, grand fir.
- (b) Additional trees to be cut, if any, are Marked by Forest Service with **BLUE** tracer paint.
- (c) The boundary trees of **ALL** cutting units are marked on three (3) sides 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 Sale 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.
- (d) Other trees that shall be left uncut are Marked with **ORANGE** tracer paint.

Purchaser is not required to mark cut or leave trees meeting the criteria in (a) in advance of felling.

As an operational convenience and upon approval of the Contracting Officer, Purchaser may mark leave trees and/or cut trees Purchaser identifies in criteria (a). Leave trees may be marked with Purchaser's non-tracer **PINK** paint. Cut trees may be marked with Purchaser's non-tracer **YELLOW** paint. Cut trees shall not be marked with paint applied below stump height. Purchaser shall bear all costs associated with such marking.

Forest Service will not approve or accept Purchaser's tree marking in advance of cutting.

**C2.358# – INDIVIDUAL TREES (LEAVE TREE MARKING) (7/20).** Cutting Units **13, 13B and 14**, 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 units where leave trees are marked, 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 Sale 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 Purchaser'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 Purchaser's application. Increases in species rates will not be considered. This provision shall not apply during the period of a Contract Term Extension.

**C4.211 - DOWNPAYMENT. (7/22)** 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 timber sales, or refunded until:

- (a) stumpage value representing 25 percent of the total bid value of the timber sale has been charged and paid for, or
- (b) the estimated value of the unscaled timber is equal to or less than the amount of the downpayment, or
- (c) if 36 CFR 223.49(e) is applicable, the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

If Forest Service makes a determination that this contract should not have been included under

increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

Notwithstanding C4.212, the downpayment amount shown in A18 shall be redetermined for rates redetermined under B3.31, B3.32, B3.33 or C3.34. The revised downpayment amount shall be equivalent to 10 percent of the total redetermined value, plus 20 percent of the bid premium. If at time of award, a higher or different downpayment requirement was required, the redetermined downpayment amount will be at the downpayment rate required at time of award and based on total redetermined value.

This provision shall be applicable where B4.211 is referenced elsewhere in the contract.

**C4.212 – TEMPORARY REDUCTION OF DOWNPAYMENT (8/09).** Notwithstanding B4.211 or C4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

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

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

**C4.213 – PERIODIC PAYMENT SCHEDULE. (04/23)** Purchaser shall make periodic payments for stumpage value, as shown in A19.

If Purchaser 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 Purchaser. If payment(s) fall due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Timber Sale Account billing date.

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

Only cash may be used for this purpose. No other form of payment is acceptable. Forest Service will apply the payments to subsequent charges on this contract under the terms of B4.212.

Periodic payment amount(s) shown in A19 will be revised when periodic payment amount(s) have not been reached at time of rate redetermination under B3.3. When shown in A19, the initial payment amount will be equal to 1) or 2), whichever is greater:

- 1) 35 percent of the sum of:
  - a) the Current Contract Value following the rate redetermination and
  - b) the total value of timber scaled prior to establishing redetermined rates or
- 2) 50 percent of the sum of estimated quantities at bid premium rates

When shown in A19, the additional payment amount will be equal to 75 percent of the sum of:

- 1) the Current Contract Value following the rate redetermination and
- 2) the total value of timber scaled prior to establishing redetermined rates

Periodic payment determination date(s) that have not been reached shall be adjusted one day for each additional day of contract time granted, except when additional contract time is granted under C8.212, periodic payment determination date(s) that have not been reached shall be delayed 1-month for each month added to the contract's term. Periodic payment determination date(s) shall not be adjusted for Contract Term Extension under B8.23.

This provision shall be applicable where B4.213 is referenced elsewhere in the contract.

**C4.3 – PAYMENT GUARANTEED BY BOND. (8/21)** To guarantee payment, Purchaser 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. (8/21)** If Purchaser furnishes an acceptable bond in accordance with C4.3 to guarantee payment for timber from this and other timber sales within the same National Forest, the amount of such bond shall be allocated to such timber sales by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales at Purchaser's request. Purchaser shall not start cutting hereunder until this timber sale receives an allocation that will meet the obligation for payment guarantee.

**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 for, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

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

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



**C5.11# – REQUIREMENTS OF RIGHTS-OF-WAY (11/71).** Purchaser is authorized to construct roads in accordance with B5.1 on the rights-of-way listed herein. Construction and use of such rights-of-way shall be subject to the further requirements set forth for each right-of-way as follows:

**PotlatchDeltic Easement for Road 505 (Record No. 175487) A copy of the complete easement document is available at the Lochsa-Powell Ranger District office in Kooskia, ID. Below is an exert containing the terms, provisions and conditions.**

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises. Grantee alone may extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber. This easement is granted subject to the following reservations by the Granter, for itself, its permittees, contractors, assigns, and successors in interest:

1 . The right to use the road hereinafter to be constructed for all purposes deemed necessary or desirable by Granter in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled, subject, however, to traffic-control regulations as Grantee may reasonably impose, the bearing of road maintenance costs proportionate to use and the sharing of the cost of construction or reconstruction proportionate to use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.

2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.

3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided. If the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the Granter or its successor(s) or assign(s) in interest.

**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:

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

Roads coded A will be signed by Forest Service to inform the public of use restrictions. 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   |            |   |
| 505         | Musselshell Desert   | 0.00    | 2.18 | RRR<br>AAA | (R) Lowboy Restriction<br>(A) – Public use restriction – yearlong closure to highway vehicles, E-Bike, and MTR over snow vehicles. Closed to ATV and Motorcycle 10/1 – 6/30   |
| 505-B       | Musselshell Desert B | 0.00    | 1.37 | RRR<br>AAA | (R) Lowboy Restriction<br>(A) – Public use restriction – yearlong closure to highway vehicles, E-Bike, and MTR over snow vehicles. Closed to ATV and Motorcycle 10/1 – 6/30   |
| 505-C       | Musselshell Desert C | 0.00    | 1.30 | RRR<br>AAA | (R) Lowboy Restriction<br>(A) – Public use restriction – yearlong closure to highway vehicles, E-Bike, and MTR over snow vehicles. Closed to ATV and Motorcycle 10/1 – 6/30   |
| 5049        | High Lolo Road       | 0.00    | 0.44 | RRR<br>AAA | (R) Lowboy Restriction<br>(A) – Public use restriction – yearlong closure to highway vehicles, E-Bike, and MTR over snow vehicles. Closed to ATV and Motorcycle 10/1 – 6/30   |
| 5150        | Old Musselshell      | 0.00    | 4.50 | RRR<br>AAA | (R) Lowboy Restriction<br>(A) – Public use restriction – yearlong closure to highway vehicles, E-Bike, and MTR over snow vehicles MP 0.00 – MP 3.50 - Closed to ATV and Motorcycle 10/1 – 6/30 MP 0.00 – 3.50 – Closed to Highway vehicles and E-Bike 10/1 – 6/30 MP 3.50 – MP 4.50 |
| 5150-A      | Shell Contour A      | 0.00    | 1.60 | RRR<br>AAA | (R) Lowboy Restriction<br>(A) – Public use restriction – yearlong closure to highway vehicles, E-Bike, and MTR over snow vehicles. Closed to ATV and Motorcycle 10/1 – 6/30   |
| 5150-B      | Shell Contour B      | 0.00    | 1.30 | RRR<br>AAA | (R) Lowboy Restriction<br>(A) – Public use restriction – yearlong closure to highway vehicles, E-Bike, and MTR over snow vehicles. Closed to ATV and Motorcycle 10/1 – 6/30   |
| 5150-C      | Shell                | 0.00    | 1.25 | RRR        | (R) Lowboy Restriction  |

|                 |   |      |      |            |   |
|-----------------|---|------|------|------------|---|
|                 | Contour C                               |      |      | AAA        | (A) – Public use restriction – yearlong closure to highway vehicles, E-Bike, and MTR over snow vehicles. Closed to ATV and Motorcycle 10/1 – 6/30   |
| 5150-D          | Old Shell                               | 0.00 | 1.67 | RRR<br>AAA | (R) Lowboy Restriction<br>(A) – Public use restriction – yearlong closure to all motorized vehicles   |
| 73031           | Lolo Creek<br>B                         | 0.00 | 0.83 | RRR<br>AAA | (R) Lowboy Restriction<br>(A) – Public use restriction – yearlong closure to all motorized vehicles   |
| 73032           | Lolo Creek<br>C                         | 0.00 | 1.10 | RRR<br>AAA | (R) Lowboy Restriction<br>(A) – Public use restriction – yearlong closure to all motorized vehicles   |
| 100<br><br>5150 | Kamiah<br>Forks<br><br>Section 6<br>Pit |      |      | R<br><br>R | All vehicles must meet the Federal Bridge Formula Weight limits and a maximum gross vehicle weight of 80,000 lbs. Any vehicles not meeting the weight limits above, must apply for an overload weight permit. The application will include verifiable weights. Examples include but are not limited to weight slips from state certified scales, manufactures specifications, or previously approved permits.<br>Tracked vehicles not on a transport vehicle do not meet the Federal Bridge Formula and will need to apply for an overload permit. More information on the Federal Bridge Formula can be found at : <a href="#">bridge_formula_all.pdf(dot.gov)</a> |

**C5.13# – ROAD COMPLETION DATE (4/04).** Construction of Specified Roads shall be completed no later than **October 15, 2027**; except for earlier construction completion dates for roads listed below:

| Road Number | Road Name | Station |      | Completion Date  |
|-------------|-----------|---------|------|------------------|
|             |           | From    | To   |                  |
| 5150 D      | Old Shell | 0.00    | 1.67 | October 30, 2025 |

Completion date is binding on the party that constructs road, whether Purchaser or Forest Service. Contracting Officer shall modify the completion date in writing to conform to the approved Plan of Operations under B6.311 at the request of Purchaser.

When Purchaser elects Forest Service construction of Specified Roads shown in sale advertisement, Forest Service may adjust construction completion date when road construction is delayed or

interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction 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 Purchaser on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Purchaser written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Purchaser may request a rate redetermination under 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 Sale Area after the effective date of the rate redetermination.

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

When Purchaser constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Purchaser desires to construct an alternate facility under B5.26, Forest Service and Purchaser shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

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

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

- (a) Purchaser constructs Specified Roads and Forest Service furnishes Purchaser with written notice of acceptance under B6.36 or
- (b) Forest Service constructs road and furnishes Purchaser with written notice authorizing use of road.

Notwithstanding B5.1, Purchaser shall not use a road that Purchaser has elected for Forest Service to construct, until construction is completed, and Forest Service furnishes Purchaser with written notice authorizing use of road.

**C5.222# – STOCKPILED MATERIAL SOURCES (1/02).** Material is appraised from National Forest stockpiles designated on the Sale 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 |
|------------------|--------------------------|-----------------|------------|--------------------|-------------|
| Section 6 Pit    | Class 0 Rip Rap          | CY              | \$15.00    | 75                 | \$1,125.00  |
| Section 6 Pit    | Aggregate Surface Course | CY              | \$16.00    | 1310               | \$24,480.00 |
| Section 6 Pit    | 6" Minus – Pit Run       | CY              | \$10.00    | 10                 | \$100.00    |

When agreed to in writing, Purchaser 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, Purchaser 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 Purchaser, contain insufficient acceptable material, the Forest Service will provide another source with adjustment in accordance with B5.253.

**C5.31# – ROAD MAINTENANCE REQUIREMENTS (7/01).** Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

### Contract Road Maintenance Requirements Summary

#### Pre-Haul

| 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 |
| 505    | 0.00    | 2.18  | 2.18  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 505-B  | 0.00    | 1.37  | 1.37  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 505-C  | 0.00    | 1.30  | 1.30  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 5049   | 0.00    | 0.44  | 0.44  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 5150   | 0.00    | 3.31  | 3.31  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 5150-A | 0.00    | 1.60  | 1.60  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 5150-B | 0.00    | 1.30  | 1.30  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 5150-C | 0.00    | 1.25  | 1.25  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 5150-D | 0.00    | 1.67  | 1.67  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 73031  | 0.00    | 0.83  | 0.83  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 73032  | 0.00    | 1.10  | 1.10  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |
| 100    | 24.50   | 32.73 | 8.23  | N/A  | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   | N/A   |

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

### During / Post-Haul

| 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 |
| 505    | 0.00    | 2.18  | 2.18  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | D     | D     |
| 505-B  | 0.00    | 1.37  | 1.37  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 505-C  | 0.00    | 1.30  | 1.30  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 5049   | 0.00    | 0.44  | 0.44  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 5150   | 0.00    | 3.31  | 3.31  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | D     | D     | D     |
| 5150-A | 0.00    | 1.60  | 1.60  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 5150-B | 0.00    | 1.30  | 1.30  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | D     | D     |
| 5150-C | 0.00    | 1.25  | 1.25  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 5150-D | 0.00    | 1.67  | 1.67  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 73031  | 0.00    | 0.83  | 0.83  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | D     | D     |
| 73032  | 0.00    | 1.10  | 1.10  | P     | P            | N/A           | N/A   | N/A   | P     | P     | P     | N/A   | N/A   | D     |
| 100    | 24.50   | 32.73 | 8.23  | N/A   | N/A          | N/A           | N/A   | P     | P     | P     | P     | D     | D     | D     |

P = Purchaser 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 cut slopes 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 B6.33# 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 Purchaser operations.

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 Purchaser 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-113 SURFACING REPAIR**

### **DESCRIPTION**

1.1 Surfacing repair is patching potholes or small areas of broken asphalt or imported aggregate surfaces and asphalt dikes. It includes preparing the area to be patched and furnishing and placing all necessary materials, including base, and other work necessary to patch the surfacing, including paved shoulders. Sections requiring repair work shall be limited in area not to exceed **20** square feet for paved surfaces or **200** square feet for aggregate surfaces and not more than **10** areas per mile per year.

## MATERIAL

2.1 Materials used for repair of aggregate surfacing shall conform to these specifications:

2.2 Materials used for asphalt patching shall conform to or exceed the requirements of these specifications:

## REQUIREMENTS

3.1 Aggregate Surfacing Repair. Aggregate material shall be placed in accordance with the applicable specification used in paragraph 2.1 above. Work under this specification shall be performed in a timely manner to reduce further deterioration of the surface.

3.2 Asphalt Surfacing Repair.

A. Potholes (deep patch). Remove the surface course and base course as deep as necessary to reach firm support; extend horizontally at least six (6) inches into good asphalt surfacing surrounding the cracked area. Make the cut square or rectangular with faces straight and vertical. Prime the bottom and faces using MC70, MC250, MC800, or emulsified asphalt (penetration type). Backfill the hole with asphalt mix and compact. Use 2-inch layers if the hole is more than four (4) inches deep. Compact each layer thoroughly with mechanical tampers or rollers. Compaction shall not be done with equipment wheels without prior approval. The patch when completed and compacted shall be flush with surrounding surface.

B. Skin Patches. Minor depressions, light raveling, or surface checking at scattered locations shall be treated by applying a skin patch. Carefully broom the surface of all loose material and apply a tack coat of MC70, MC250, or emulsified asphalt (penetration type) at the rate of 1/10-gallon per square yard. Place asphalt mix, distribute uniformly, and feather edges with asphalt rakes so the patch when compacted shall be flush with the adjoining surface. Roll thoroughly with a portable roller.

3.3 Asphalt Dikes. Asphalt material in the damaged length of dike shall be removed. Clean and repair asphalt foundation as necessary. Level exposed ends of existing dike. Prime all surfaces with bituminous material. Asphalt mix shall be placed and compacted to conform with the shape of the original dike.

All asphalt material removed from potholes, patches, and dikes shall be disposed of in designated area.

## 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.

D. 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. Sign posts 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.

**C5.316 – 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 Purchaser 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, Purchaser's snow removal work shall be restored in a timely manner at Purchaser's expense.

**C5.32# – ROAD MAINTENANCE DEPOSIT SCHEDULE (8/12).** Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in C5.31#.

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

The Required Deposits for Forest Service work in lieu of Purchaser performance are **\$0.16** per **ton** for recurrent maintenance, and **\$0.29** per **ton** for deferred maintenance.

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

| Deposit Made To   | Rate | Unit of Measure |
|-------------------|------|-----------------|
|                   |      |                 |
| <b><u>N/A</u></b> |      |                 |

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

**A. Closure of Roads During Period of Contract.** Unless otherwise agreed in writing between Purchaser and Forest Service, Purchaser 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 Sale 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 Purchaser and his employees when engaged in timber sale activities. It shall also include administrative traffic by Forest Service, and other landowners for the administration of their lands. Purchaser 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 |
| 505             | MP 2.12  | FS           | Gate           | FS                          | Yes      |
| 5150            | MP 0.13  | FS           | Gate           | FS                          | Yes      |
| 5150            | MP 3.25  | FS           | Gate           | FS                          | Yes      |

During the life of this contract, Purchaser shall install temporary barricades at locations designated "Temporary activity Barricade" on Sale Area Map and shown below. Temporary barricades shall be installed so that they may be readily opened by Purchaser or Forest Service for access to Sale 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. Purchaser 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 1** to **December 31** when Purchaser's Operations are in areas otherwise closed to motorized vehicles, Purchaser shall not be permitted to hunt, transport hunters, discharge firearms or transport big game animals with vehicles within the closed areas.

**TEMPORARY ACTIVITY BARRICADES**

| Road Number | Location | Closure Method |
|-------------|----------|----------------|
| 73031       | 0.03     | Temporary Gate |

**B. Closure of Roads at End of Purchaser's Use.** Unless otherwise agreed in writing between Purchaser and Forest Service, upon completion of use, Purchaser shall effectively close to public use the following roads designated "To Be Closed" on Sale 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:



| Closure Location(s) |          |                |              |          |
|---------------------|----------|----------------|--------------|----------|
| Road Number         | Location | Closure Method | Furnished By | In Place |
| 505                 | MP 2.12  | Gate           | FS           | Yes      |
| 5150                | MP 0.13  | Gate           | FS           | Yes      |
| 5150                | MP 3.25  | Gate           | FS           | Yes      |
| 73031               | 0.03     | Tank Trap      | P            | 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 Purchaser, 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 Purchaser.

Purchaser shall protect all known survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration or damage during Purchaser'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 Purchaser's Operations, Purchaser 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. Purchaser'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, Purchaser's operations shall be limited as follows:

- 1) Range fence on FS road 5150-D shall be removed prior to specified road work beginning on FS road 5150-D and be replaced following acceptance of specified road work on FS road 5150-D. Replacement location will be on the fill slope within the clearing limits of the 5150-D road. Fence removal and replacement will be coordinated with local range specialist. Fence replacement shall be completed no later than June 1, 2026. See fence design supplement for fence re-construction.
- 2) November 1 – April 30 Coordinate alternative snowmobile routes and/or access and parking with contractors and local organization(s) responsible for trail grooming when winter log haul occurs on roads normally used as groomed snowmobile routes (Route:100). The purchaser will coordinate with the snowmobile clubs as advised by the Sale Administrator.
- 3) 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** timber deck during construction clearing

**90** days after felling is initiated and, in each area authorized clearing under B2.32 constructed by Purchaser.

#### **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.

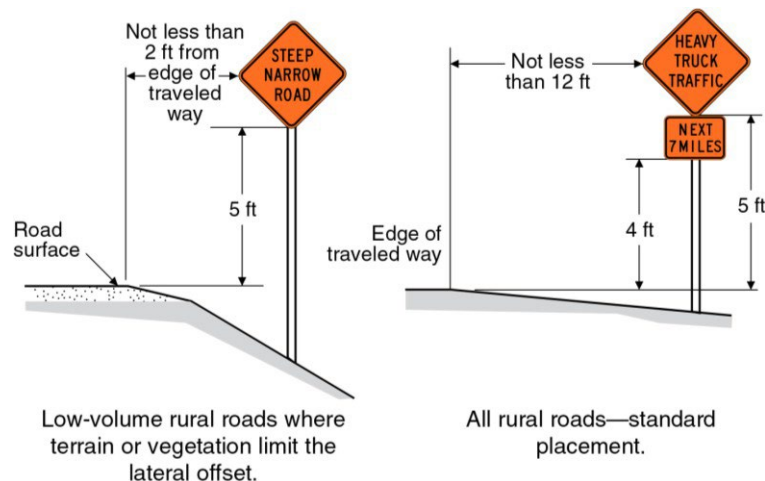
**SIGN SIZE:** Sign size is a factor of speed and MUTCD & FS standards. Where conditions of speed, volume, or special hazard require greater visibility or emphasis, larger signs are used. Minimum sizes for the most common signs can be found in Figure 4: Table 4-1. Refer to the EM 7100-15 and MUTCD for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

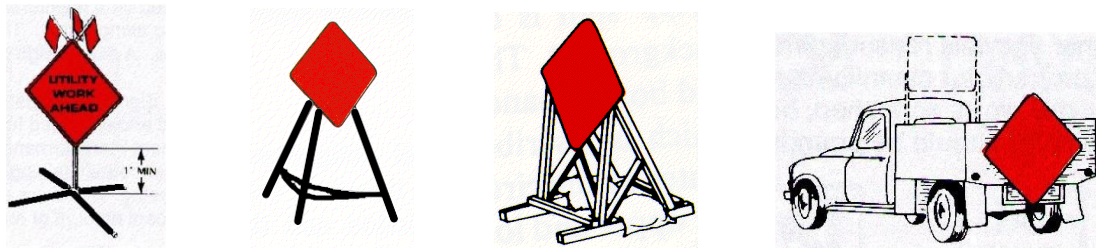
Refer to the MUTCD, chapter 6C for State and county highways and speeds greater than 50 mph.

## 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.

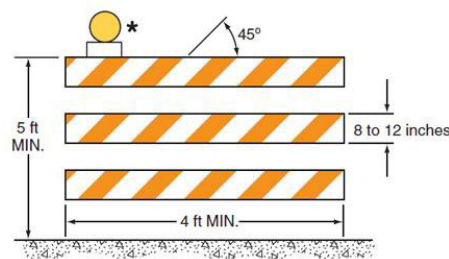
**Figure 4: Table 4-1 Temporary Traffic Control Sign Sizes**

| 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**



FW11-10a-30



FW11-10b-30



FW11-10d-30



FW11-10c-30



W22-1-36



W22-3-30



W20-1-30



W21-3-30



FR5-11-c 42



W7-3a-24\*



W13-1P-18\*\*



W16-2P-24\*

\* Specify Distance

\*\* Specify Speed

**C6.332 – SAFETY (TIMBER HAULING) (1/18).** Purchaser 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).** Purchaser 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 Purchaser's Operations.

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

Purchaser 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 Purchaser maintains storage facilities for oil or oil products on Sale Area, Purchaser 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 Purchaser 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, Purchaser 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 Purchaser's operations, regardless of whether such discharges are caused by Purchaser's employees, agents, Subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser'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 Purchaser. Purchaser 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. Purchaser 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) Purchaser maintains above ground storage facilities, including mobile storage, for oil or oil products on the Sale 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 Purchaser makes a determination that, due to the location, the facility cannot reasonably be expected to discharge oil as described in §112.1(b), Purchaser 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 Sale Area, Purchaser 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 Sale 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 Sale Area. All subsequent move-ins of equipment to the Sale Area shall be treated in the same manner as the initial move in.

Purchaser 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 Sale Area, Purchaser shall be required to clean all logging and construction equipment that operates in **N/A** prior to the equipment leaving **N/A**. Purchaser and Forest Service shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any.



Unless otherwise agreed, Purchaser 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 Purchaser or Forest Service, on the Sale Area or on the haul route, shall be promptly reported to the other party. Purchaser 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.

**C6.36# - ACCEPTANCE OF WORK (9/22)** Upon Purchaser's written request and assurance that cutting to prescription has been completed in a cutting unit in accordance with **C2.355# - DESIGNATION BY PRESCRIPTION (7/22)**, the Forest Service shall perform an inspection within 5 days, excluding weekends and federal holidays, so as not to delay unnecessarily the progress of purchaser's operations. Unless otherwise agreed in writing, procedures for inspecting cutting units listed in C2.355# are as follows:

| Unit Number | Unit Acres | Inspection Type | Number of Plots | Plot Size                          |
|-------------|------------|-----------------|-----------------|------------------------------------|
| 11          | 472        | Fixed Radius    | 47              | 1/35ac and Walk Through Inspection |
| 12          | 10         | Fixed Radius    | 2               | 1/35ac and Walk Through Inspection |
| 13A         | 4.5        | Fixed Radius    | 2               | 1/35ac and Walk Through Inspection |
| 15          | 63         | Fixed Radius    | 6               | 1/35ac and Walk Through Inspection |
| 15A         | 2.8        | Fixed Radius    | 2               | 1/35ac and Walk Through Inspection |
| 15B         | 11         | Fixed Radius    | 2               | 1/35ac and Walk Through Inspection |

**Inspection Standards applicable to ALL harvest units**

- 1) Acceptance of cutting requirements will be determined based on results of inspections performed using a combination of fixed radius plots, and walkthrough observations of Leave Tree Criteria described in C2.355# - DESIGNATION BY PRESCRIPTION.
- 2) Forest Service inspector will use fixed radius plots as a method of determining the reserve tree spacing within the cutting unit. A 1/35th acre (19.9-foot radius) plot will be used. Plots will be performed at a minimum sampling rate of at least one plot per ten acres with a minimum of two plots per unit.
- 3) Placement of plots shall be in a systematically random distribution where plot spacing is measured in a horizontal distance and Azimuth as designated on a map or GIS. Plot location may be determined by GPS coordinates.
- 4) Verify plot location by recording GPS coordinates and establish firm plot center as described in FSH 2409.12 chapter 30. Plot center will be identified with hi-glo orange ribbon with plot number, sale administration initials and date documented on ribbon.
- 5) Document all cut and reserve trees to be considered "IN" on the plot.

- 6) Record plot information on the Timber Sale Inspection Report or by attachment.
- 7) Plot measurement technique (how to), for Sale Administrators and Harvest Inspectors, will be provided by a certified advanced cruiser to assure proper measurements and sampling.
- 8) Each cutting unit will be evaluated and approved separately.
- 9) If the Purchaser does not meet the requirements of C2.355#, as determined by more than one inspection within a cutting unit, Purchaser and Forest Service shall jointly develop and agree to a written plan that ensures designated leave trees requirements in C2.355# will be met.

At a minimum the number of inspection plots not meeting the prescription must represent at least 25% of the cutting unit acres or a minimum of 2 plots whichever is greater (e.g. An 80-acre unit must have at least 2 plots not meeting C2.355#).

**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>               | Purchaser 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><u>ALL</u></b>               | Bucking of windfalls and down material across skid trails (all skidding and yarding methods) location is required in advance of construction.                              |
|                                 | <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 Purchaser and approved by Forest Service in advance of falling.                                   |
| <b><u>ALL Tractor Units</u></b> | Tractor skid trails shall be constructed in advance of falling the adjacent timber within the cutting unit.  |
| <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><u>80</u></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><u>12</u></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 Purchaser 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><u>150</u></b> feet apart nor more than <b><u>N/A</u></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, Purchaser will leave a minimum of **7 tons** and a maximum of **33 tons** per acre of unmerchantable material (over **3** inches in diameter on the small end), scattered as much as practical throughout the following unit(s).

| <b>Cutting Unit</b> | <b>Existing Site Condition</b> |
|---------------------|--------------------------------|
| <b>ALL</b>          | <b>21 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.

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

In Cutting Unit(s) **12** designated “**ORSY**” on the Sale Area Map, Yarding of Included Timber shall be done with an Off Road Skyline Yarder capable of traveling on slopes less than 35 percent.

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, Purchaser 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, Purchaser 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 A16, 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, Purchaser 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 Purchaser 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:

| <b>Species of Seed</b> | <b>PLS Pounds per Acre</b> |
|------------------------|----------------------------|
| Idaho Fescue           | 1                          |
| Slender Wheatgrass     | 5                          |
| Orchard Grass          | 6                          |
| Mountain Brome         | 7                          |
| Annual Rye             | 8                          |

Purchaser 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. Purchaser 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 Plant 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 Plant 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:

| <b>Type of Fertilizer</b> | <b>Pounds Per Acre</b> |
|---------------------------|------------------------|
| 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 N/A all units and tractor roads within ALL Units constructed for use with this sale shall be obliterated after they have served the Purchaser'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 Purchaser shall be scarified by the Purchaser 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, Purchaser 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, Purchaser shall keep such work on any additional disturbed areas as current as practicable.

**C6.7# - HAZARD REDUCTION AND SITE PREPARATION (4/21).** Purchaser's timing of product removal, hazard reduction and site preparation shall not unnecessarily delay Forest Service slash disposal, site preparation or reforestation. Purchaser 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 Purchaser'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, Purchaser 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. Purchaser shall submit a revised schedule when Purchaser 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><u>Slash Throwback Cutting Units ALL</u></b>    | Purchaser shall move all logging slash <b><u>3</u></b> inches diameter or larger at the large end created outside of the cutting unit boundary by Purchaser's operations to locations at least <b><u>10</u></b> feet within the boundaries of the cutting units.   |
| <b><u>Clean System Roads Cutting Units ALL</u></b> | Purchaser 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>Hand Piling</b><br><u>Cutting Units</u><br><b><u>Portions of 11, 12, 13, 15</u></b> | <p>Purchaser shall handpile logging slash within the cutting units or portions of cutting units as shown on the Hazard Reduction and Site Preparation Map. Piles shall be reasonably compact to facilitate burning. Slash to be piled shall include all material from <u>1</u> inch diameter (small end) up to and including <u>3</u> inches in diameter at the large end, having a minimum slash length of <u>3</u> feet.</p> <p>Piles shall have a minimum height of <u>5</u> feet and range in size from <u>6</u> feet to <u>10</u> feet in diameter. Piles shall be placed no closer than <u>40</u> feet from the outside perimeter of the unit, system roads, wet areas, or other areas designated on the ground by the Forest Service. Piles shall be located at least <u>5</u> feet away from any residual tree. All objects which extend more than <u>6</u> feet in any direction from the pile profile will be cut off and returned to the pile.</p> |
| <b>Landing Cleanup</b><br><u>Cutting Units ALL</u>                                     | <p>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.</p>  |
| <u>Cutting Units ALL</u>   | <p>Piles shall be located at least <u>20</u> feet from residual timber. Piles shall range from <u>40</u> to <u>50</u> feet in diameter and <u>7</u> to <u>14</u> feet in height. All objects which extend more than <u>6</u> feet in any direction from the pile profile will be cut off and returned to the pile.</p>  |
| <b>Whole Tree Yarding</b><br><u>Cutting Units ALL</u>                                  | <p>Whole trees shall be skidded or yarded to landings. Purchaser shall leave tops and limbs of felled trees attached to Included Timber.</p>  |

**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.

**C6.801 - 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 (4/13).** 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. Utilize scales that meet the standard for commercial vehicle scales defined in the National Bureau of Standards Handbook 44, current edition.

B. 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

C. 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. Products off-loaded at State weigh stations to reduce overloading shall not be considered accidentally lost products. 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.

D. 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 Purchaser 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.

**C6.840 – WEIGHT ACCOUNTABILITY (3/12).** Products shall be accounted for as follows:

A. Requirements Applicable to Purchaser's Accountability Obligations:

- a. Where Purchaser's product accountability responsibilities are concerned, all operations performed by Purchaser's employees, agents, contractors, subcontractors, their employees or agents, Purchaser's obligations shall be the same as if performance is by Purchaser.

B. Requirements Applicable to Product Removal Book:

1. Forest Service:

- a. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit Books for use only on this sale. Product Removal Permit Books whether used or unused 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.

2. Purchaser 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 products are hauled, truck driver will sign legal signature in ink on Woods Permit.
- c. Purchaser 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. Purchaser 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.

**C6.841 - Route of Haul (Option 1).** (7/22) As part of the annual Operating Schedule, Purchaser shall furnish a map showing and designating the route of haul over which unscaled products will be transported from Sale 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 Sale 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 Sale Area shall be transported over the designated routes of haul.

Purchaser shall notify Forest Service when a load of products, after leaving Sale 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.

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

Purchaser and Forest Service shall agree to locations for accountability checks in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. Forest Service shall notify Purchaser of the methods to be used to alert truck drivers of an impending stop.

**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.

**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. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred.

If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year.

Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

- 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 Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date, 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).

**C8.64 – DEBARMENT AND SUSPENSION CERTIFICATION (3/18).** Pursuant to 2 CFR 180 and 2 CFR 417, Purchaser 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.

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

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

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

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 Purchaser.

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

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

**C8.66# – USE OF TIMBER (OPTION 1) (4/04).**

(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 Purchaser or any person as defined in the Act (16 USC 620e).

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

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

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

(i) For breach of this Section, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.

**C9.1 – PERFORMANCE BOND. (8/21)** As a further guarantee of the faithful performance of the provisions of this contract, Purchaser delivers herewith and agrees to maintain a surety bond in the dollar amount stated in A17, unless the amount is adjusted as provided in C9.11 or B9.13. In lieu of surety bond, Purchaser 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, Purchaser 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 Purchaser's written request, Contracting Officer shall redetermine the amount of Purchaser's performance bond to an amount not less than Purchaser's remaining obligations, including the value of Included Timber remaining on Sale Area, plus the estimated cost of uncompleted work required of Purchaser and any unpaid billings due on the timber sale. Contracting Officer shall provide written notice of the redetermined amount to Purchaser and to Purchaser's surety. Similarly, Contracting Officer shall report to Purchaser in writing the amount of deposited cash required thereafter if such deposits exist in lieu of a surety bond.

As soon as security for the performance of this contract or the settlement of Claims incident thereto is no longer necessary, appropriate notice shall be given to surety or deposits that may have been made in lieu of surety bond shall be returned to Purchaser, subject to the conditions in B9.5.

## Thin Mussel Timber Sale Fence Replacement Specs

Fence will be replaced in kind to what is existing on the ground. Fence can be relocated below the road prism where needed.

- **Post spacing:** A post spacing of 10' is required except at corners, turns and line bracing locations where posts will be 8' apart. Existing post holes should be used to the greatest extent possible. If extensive deviation from this spacing is anticipated, Contractor shall contact COR or CO for approval. Any holes unused must be filled in.
- **Wood posts:** Douglas fir, Western larch, Western red cedar or Lodgepole pine will be used. All posts must conform to the latest WWPA Grading Rules for western lumber. All posts will be incised and pressure treated with water borne preservative in accordance with AWWPA (American Wood Protection Association) use category UC4A for ground contact general use. Wooden posts will be a minimum of 6.5' long with a 3-inch-minimum-top diameter. Corners and brace post will have top diameters of at least 7 inches. All post holes will be six inches larger than the post diameter and a minimum of 2' deep. Earth backfill around posts shall be thoroughly tamped in layers not to exceed four inches and shall completely fill the post hole up to the ground surface.
- **Metal T-posts:** Only new "T-posts", constructed of high carbon steel, and weighing a minimum of 1.25 lbs/foot exclusive of anchor plate. Posts should be studded, notched, or punched for wire attachment. Metal Posts will be a minimum of 5.5' tall. All posts will be driven a minimum of 20" into the ground, and at least 1" will be above the top wire.
- **Line braces:** Line braces should be installed at all breaks in alignment or at least every 200' (see Figure 1 & 2).
- **Brace poles:** The brace pole is to be fitted between the fence-posts at corner, line, and gate braces and will be double spiked. The surfaces of posts and braces must be notched or flattened where they are to be joined so that about half the nail will be in each member and the nails should be driven at binding angles to each other (see Figure 3).
- **Corner, turn, and gate bracing:** The same construction methods applied to line braces will be applied to corner, turn and gate braces with gates being located between two-line braces (see Figure 4).
- **Small draws and depressions:** Various techniques may be used to cross small depressions such as small dry or wet draws. A taller post can be set in the bottom of the depression but should be braced with wire to adjoining posts. A dead weight (heavy rock or post) or earth anchor can be buried and all fence strands should be anchored.

## General

- **Post and rail removal:** At locations where wood posts are being replaced, posts shall be excavated to the extent to ensure no portion of the post is left in the ground and adequate tamping of the new post. At locations where posts are being removed and no new post is being installed, wood posts will be saw cut level with the ground. Any holes remaining must be backfilled.

All materials designated for removal become property of the Contractor and are to be disposed of by removing from the forest in an environmentally safe manner in accordance with all Local, State, and Federal requirements.

- **Access**  
The Contractor is responsible to be familiar with and abide by all current fire and safety restrictions in place on National Forest land.

Figure 1 **Brace Type and Placement**

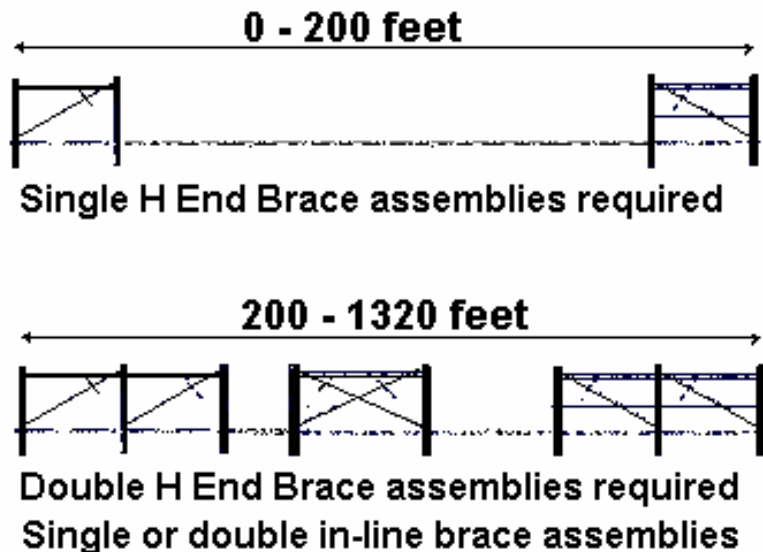


Figure 2

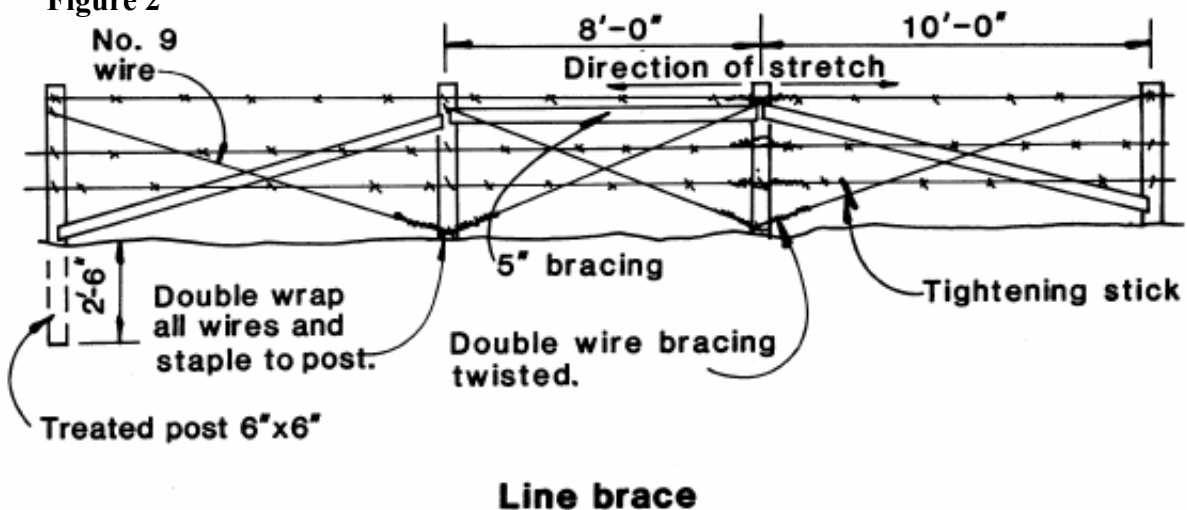


Figure 3

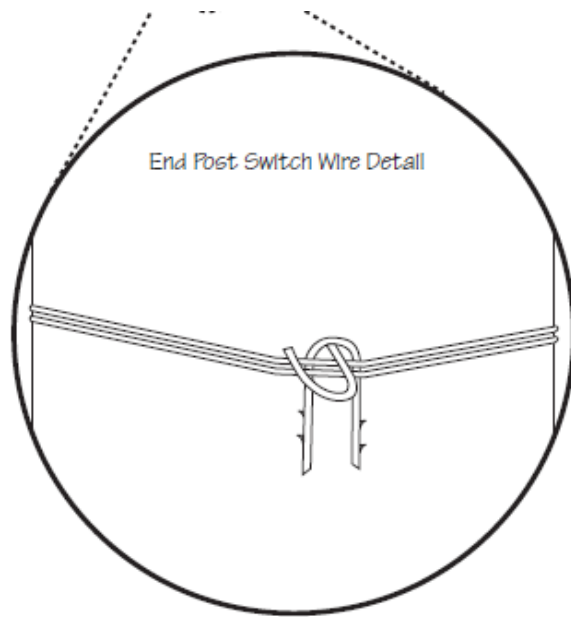
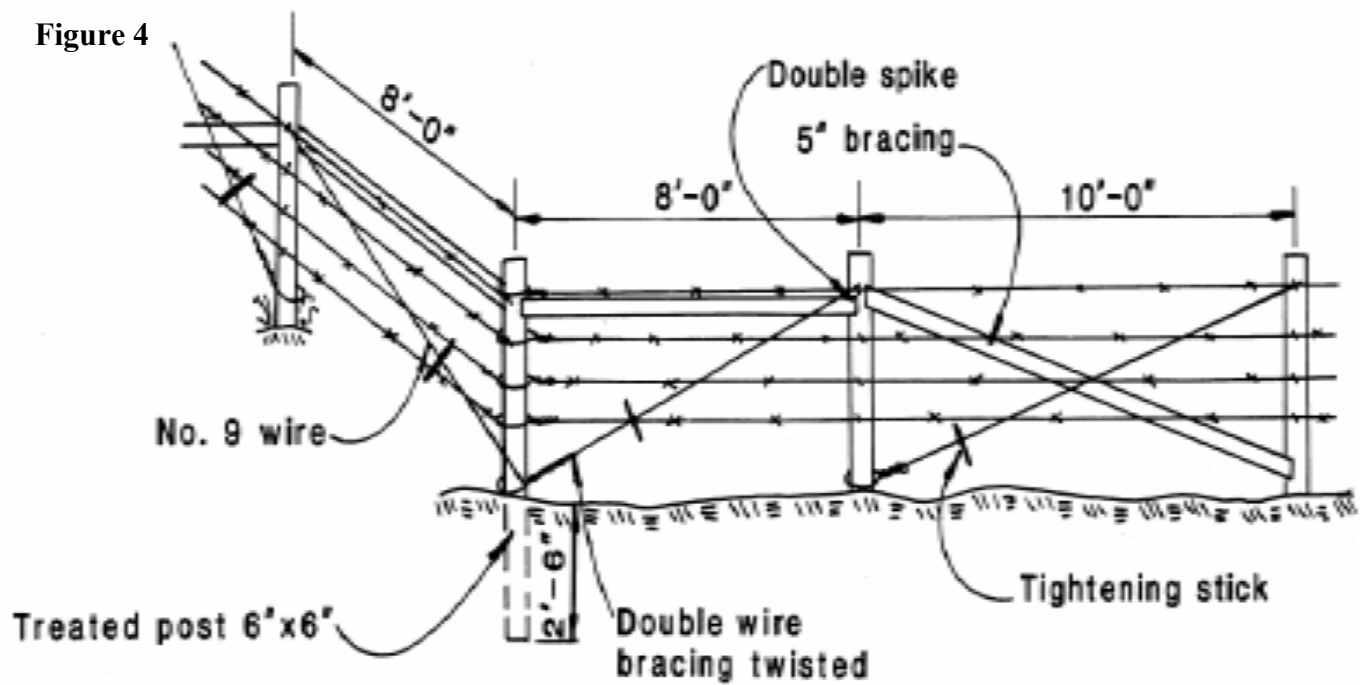


Figure 4



### Corner or gate brace

Figure 12—Extra-strength brace for corners or gates for a wire fence. Sawn material is preferred over round. Notch braces to fit firmly against posts.