

CT2.357# - INDIVIDUAL TREES (LEAVE TREE MARKING) (09/2015)

In payment unit(s) ALL shown on the Sale Area Map all live trees meeting minimum tree diameter specifications of AT.2 are designated for cutting except trees reserved from cutting. Trees reserved from cutting have been Marked with ORANGE paint. The boundaries of areas where leave trees are Marked are identified by THREE ORANGE SLASHES / BLUE "HARVEST BOUNDARY" TAGS . Trees used for boundary designation are not to be cut.

CT3.34 - EMERGENCY RATE REDETERMINATION (06/2022)

Forest Service shall redetermine rates for each species if, upon Contractor's application, Forest Service determines that, because of changes in the timber market since the award date or the last rate redetermination under this provision, the Producer Price Index identified in AT20 has declined by 25 percent or more. Rates shall be redetermined under BT3.3 and for species where the rates declined, and shall be considered established under BT3.1 for Payment Units described therein at the time of Contractor's application. Increases in species rates will not be considered. This provision shall not apply during the period of a Contract Term Extension.

SAMPLE

CT4.213 - PERIODIC PAYMENT SCHEDULE (04/2023)

Contractor shall make periodic payments for stumpage value, as shown in AT19.

If Contractor has not paid the amount(s) stated in AT19 as stumpage for quantity removed by the periodic payment determination date(s), Forest Service shall issue a bill for collection for the difference between the required amount and payments made by Contractor. If payment(s) fall due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Integrated Resource Account billing date.

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

Only cash may be used for this purpose. No other form of payment is acceptable. Forest Service will apply the payments to subsequent charges on this contract under the terms of BT4.212.

Periodic payment amount(s) shown in AT19 will be revised when periodic payment amount(s) have not been reached at time of rate redetermination under B3.3. When shown in AT19, 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 shown on the timber sale statement of account as having been cut, removed, and paid for prior to establishing redetermined rates. Or

2) 50 percent of the sum of estimated quantities at bid premium rates.

When shown in AT19, 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 shown on the timber sale statement of account as having been cut, removed, and paid for 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 CT8.212, 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 BT8.23.

This provision shall be applicable where BT4.213 is referenced elsewhere in the contract.

CT4.215 - DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)

To the extent payment guarantee is provided under BT4.3, requirements for advance cash deposits under BT4.212 shall be waived for the value of Included Timber removed except for:

(a) Base Rates,

(b) associated charges, and

(c) the value of Included Timber exceeding the sum of stewardship credits that have not been established under BT4.22 for mandatory stewardship projects listed in AT4c plus optional stewardship projects listed in AT4c authorized by Contracting Officer.

Charges for (a), (b) and (c) shall be waived for not more than a monthly billing period, subject to the provisions of BT4.4.

CT4.3 - PAYMENT GUARANTEED BY BOND (08/2021)

To guarantee payment, Contractor may furnish and maintain an acceptable surety bond. The penal sum of such surety bond shall be the maximum amount of the payment guaranteed. For payment purposes, penal sum of the surety bond shall be in lieu of the performance bond furnished under CT9.1.

CT4.31# - BLANKET BOND (06/2024)

If Contractor furnishes an acceptable bond in accordance with CT4.3 to guarantee payment for timber from this and other contracts within the same National Forest or geographic area as listed below, the amount of such bond shall be allocated to such contracts by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this contract shall be reallocated to other contracts at Contractor's request. Contractor shall not start cutting hereunder until this contract receives an allocation that will meet the unobligated balance needed on Integrated Resource Account for payment guarantee under BT4.212.

A geographic area as stated in this provision contains the following National Forests:

N / A

CT4.33 - PERFORMANCE BOND AS SECURITY FOR FELLED TIMBER (09/2004)

To the extent of the penal sum of the performance bond provided under BT9.1, requirements for advance cash deposits under BT4.212 shall be waived for timber cut but not removed.

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

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

- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under BT4.218;
- (iii) Damages pursuant to BT9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to BT4.22;
- (vi) Periodic payments pursuant to BT4.213;
- (vii) Extension Deposits pursuant to BT4.217; and
- (viii) Other mandatory deposits.

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

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

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

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

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

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

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

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

CT5.12# - USE OF ROADS BY CONTRACTOR (09/2004)

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

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

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

See Restricted Road List Table.

SAMPLE

CT5.12# – USE OF ROADS BY CONTRACTOR. (9/04) Contractor's use of existing roads identified on Contract Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

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

Roads coded A will be signed by Forest Service to inform the public of use restrictions. Contractor'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		
FSR 5583	N/A			P	Any and all use is prohibited.
FSR 624A	N/A			P	Any and all use is prohibited.
FSR 624B	N/A			P	Any and all use is prohibited.
FSR 624	N/A	See Contract Area Map		W	Regulation Waiver required in Special Measures Area.
FSR 624C	N/A	See Contract Area Map		W	Regulation Waiver required in Special Measures Area.

CT5.31# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

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

See Contract Road Maintenance Requirements Summary Table.

SAMPLE

CT5.31# – ROAD MAINTENANCE REQUIREMENTS. (9/04) Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications					
	From	To		T-802	T-803	T-804	T-806	T-809	T-812
FSR 624	JCT CR9/16 Springs Road	Northern Extent of Contract Area	1.75	P	P	P	P	P	P
FSR 624C	JCT FSR624	Southern Terminus	0.9	P	P	P	P	P	P
FSR 5582	JCT FSR624C	Southern Terminus	0.2	P	P	P	P	P	P

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications					
	From	To		T-802	T-803	T-804	T-806	T-809	T-812
FSR 624	JCT CR9/16 Springs Road	Northern Extent of Contract Area	1.75	P	P	P	P	P	P
FSR 624C	JCT FSR624	Southern Terminus	0.9	P	P	P	P	P	P
FSR 5582	JCT FSR624C	Southern Terminus	0.2	P	P	P	P	P	P

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications					
	From	To		T-811					
FSR 624	JCT CR9/16 Springs Road	Northern Extent of Contract Area	1.75	P					
FSR 624C	JCT FSR624	Southern Terminus	0.9	P					
FSR 5582	JCT FSR624C	Southern Terminus	0.2	P					

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

Snow removal shall be done in a manner to preserve and protect the roads, to the extent necessary, to insure safe and efficient transportation of timber and to prevent erosion damage to roads, streams, and adjacent lands.

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

- a. Removal of snow from entire road surface width including turnouts.
- b. Removal of snow slides, earth slides, fallen timber, and boulders that obstruct normal road surface width.
- c. Removal of snow, ice, and debris from ditches and culverts so that the drainage system will function efficiently at all times.

2. Performance. All items of snow removal shall be done currently as necessary to ensure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance. Waivers of standards will not be given where circumstances will cause unacceptable and unavoidable damage to the road or other resource.

- a. Removal of material. 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.
- b. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
- c. Ditches and culverts shall be kept functional during and following roadway use.
- d. Snow berms shall not be left on the road surface unless written waivers are made for specific locations for traffic safety. Berms left on the shoulder of the road shall be removed following hauling completion and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge onto erodible fills.
- e. Dozers shall not be used to plow snow on system roads without written approval of Forest Service.
- f. Snow shall not be removed to the road surface. A minimum two-inch depth must be left to prevent loss of surfacing and protect the road bed during snow removal operations. Written waivers may be made by Forest Service for specific locations where snow may be completely removed during plowing for traffic safety. Locations receiving a waiver will have a written agreement prepared prior to plowing that prescribes the timing and method of damage repair or surface replacement.

CT6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES. (07/2022)

Unless agreed otherwise, the following special protection measures apply:

See Special Measures Areas (SMA) Table.

Designation methods:

- (a) SMA boundary designated by N / A.
- (b) SMA is shown on Contract Area Map and SMA boundary designated by PINK / SILVER FLAGGING.
- (c) SMA is only shown on Contract Area Map.

Unless agreed otherwise, sale operations listed below are not permitted during the period(s) specified

See Contract Limited Operating Period(s) Table.

Areas subject to limited operating periods are not subject to special protection measures listed in BT6.24(a)(i)-(iv) except where such areas overlap.

SAMPLE

CT6.24# – SITE SPECIFIC SPECIAL PROTECTION MEASURES. (7/22) Unless agreed otherwise, the following special protection measures apply:

Special Measures Areas (SMA)

SMA Type ^{1/}	Designation Method ^{2/}	Special Protection Measure in Addition to B6.24 ^{3/}
Units Listed Below	(b)	See Sale Limiting Operating Periods below

Designation methods:

- (a) SMA boundary designated by ^{2/} _____ N/A _____.
- (b) SMA is shown on **Contract Area Map** and SMA boundary designated by ^{2/} PINK AND SILVER FLAGGING.
- (c) SMA is only shown on Contract Area Map.

^{4/} Unless agreed otherwise, sale operations listed below are not permitted during the period(s) specified:

Sale Limited Operating Period(s)

Subdivision/ Cutting Unit/ Road ^{5/}	Operation(s) Restricted ^{6/}	Period Operations are Not Permitted ^{7/}
Cutting / Payment Unit 3	All (Hauling permitted with Regulation Waiver)	March 1 st – August 31 st annually
Cutting / Payment Unit 4	All (Hauling permitted with Regulation Waiver)	March 1 st – August 31 st annually
Cutting / Payment Unit 7	All (Hauling permitted with Regulation Waiver)	March 1 st – August 31 st annually
Cutting / Payment Unit 8	All (Hauling permitted with Regulation Waiver)	March 1 st – August 31 st annually
Cutting / Payment Unit 9	All (Hauling permitted with Regulation Waiver)	March 1 st – August 31 st annually
Cutting / Payment Unit 10	All (Hauling permitted with Regulation Waiver)	March 1 st – August 31 st annually
Cutting / Payment Unit 11	All (Hauling permitted with Regulation Waiver)	March 1 st – August 31 st annually

Areas subject to limited operating periods are not subject to special protection measures listed in B6.24(a)(i)-(iv) except where such areas overlap.

CT6.313# - TIMING OF SALE OPERATIONS (07/2009)

Unless otherwise agreed to in writing Contractor's Operations shall be performed in accordance with the following table.

CT6.313# - TIMING OF SALE OPERATIONS

SAMPLE

CT6.313# - TIMING OF SALE OPERATIONS		
TABLE-A		
Payment Unit	Operation Condition	Purpose
ALL	Operations shall not occur during the National Holiday weekends of Memorial Day, Independence Day, and Labor Day.	Protection of Public during periods of high recreational activities.

SAMPLE

CT6.341 - PREVENTION OF OIL DISCHARGES. (07/2022)

If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventative measures to ensure that any harmful discharge of such oil or oil products does not enter into or upon any navigable waters, adjoining shorelines, or other waters of the United States, as prescribed in 40 CFR 110. As soon as Contractor has knowledge that measures, as described in BT6.34 fail to prevent a discharge into or upon navigable waters or adjoining shorelines of the United States, Contractor shall notify the Forest Service Representative the National Response Center and any other appropriate State agencies. In accordance with 40 CFR 110.6, all harmful discharges that occur as a direct or indirect result of Contractor's operations, regardless of whether such discharges are caused by Contractor's employees, agents, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor's Operations must be reported.

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

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

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

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

CT6.4# - CONDUCT OF LOGGING (07/2009)

Unless otherwise agreed to in writing, Silvicultural prescriptions and land management objectives shall be conducted and accomplished by the requirements, methods and procedures in accordance with the following table.

CT6.4# - CONDUCT OF LOGGING

CT 6.4# - CONDUCT OF LOGGING**TABLE-A**

Cutting Units	Conduct of Logging
ALL	No more than three (3) payments units shall be released for cutting at one time.
ALL	Contractor shall equip fallers with; and they shall use as necessary falling wedges and a driving tool for the purposes of controlling the direction of which the tree falls.
ALL	Trees shall be felled, insofar as safety permits, to angle base of tree in direction of skidding.
ALL	Whole trees may be skidded to the Landing.
ALL	The maximum length of trees being skid shall be less than 80 feet.
ALL	Skid patterns shall be approved by Forest Service in advance of felling and skidding operations.
ALL	Skid Trails shall be no less than 150 feet apart, except where trails converge towards Landing or Decking locations.
ALL	An annually revised Operations Plan and Schedule shall be submitted and agreed upon in writing between Contracting Officer and Contractor.

CT6.6 - EROSION PREVENTION AND CONTROL (05/2008)

Unless waived in writing, erosion prevention and control work, required by BT6.6 shall be completed within 15 calendar days after skidding operations related to each landing are completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Contractor's Operations due to causes beyond Purchaser's control. Damage resulting from Contractor's operations, due to failure to perform required work, shall be repaired by Contractor.

When not adequately protected from erosion by treatments such as out-sloping and cross draining or grass seeding, place lopped slash and logging debris in temporary roads, landings and skid trails.

CT6.601# - EROSION CONTROL SEEDING (05/2008)

Following completion of skidding and yarding operations in an area, Contractor shall seed areas of exposed soil on skid trails, landings, firebreaks, and Temporary Roads where other erosion control measures described in CT6.6 will not result in satisfactory control of soil movement. Seed bed preparation shall consist of surface scarification on roads and landings sufficient for retention of seed.

Seed shall be broadcast evenly at the rate of 3 pounds of seed per acre. Application shall be during the period JULY to SEPTEMBER unless otherwise approved. No application work shall be done during extremely windy or rainy weather, or when the ground is frozen or otherwise unsuitable.

The kinds and amounts of seed to be sown in terms of live pure seed shall be:

See Table A

EROSION CONTROL SEEDING PLAN FOR THE BEARD EAST IRTC

The following work items shall be performed by Contractor for the Beard East IRTC.

1. Build erosion control features such as Water bars, Cross Ditches, Slash Mats, etc. on all skid trails and roads designated as necessary by Sale Administrator or Contracting Officer.
2. Apply seeding mixture to Skid Trails, Landings and Roads to be closed as designated necessary by Sale Administrator or Contracting Officer. The following seed mixture is to be applied during the periods July to September at a rate of 3 pounds per acre.

CT 6.601# - EROSION CONTROL SEEDING	
TABLE-A	
Species of Seed	Lbs per Acre
Slender Wheatgrass	1
Western Wheatgrass	1
Mountain Brome grass	1

3. Seeding may be optioned back to the Fores Service for the cost listed below:

SEED @ \$8/lb. @ 3lb/ ac = \$24/ ac.

There is an estimated 20 acres of skid trails and landings for this Contract.

An Estimated 60 lbs. of seed will be needed.

60 pounds of seed= @ \$8 / lb.	\$480.00
Labor= 8hrs @ 17.50\$/hr. (GS4 rate)	\$140.00
Equipment = \$20/day for dispenser.	\$20.00
Total	\$640.00

All vegetative debris associated with construction of Specified Roads such as unutilized timber, brush and grubbed stumps is Construction Slash. Measures to be taken by Contractor for treatment of Construction Slash are set forth in the attached road construction specifications and in item (1) below.

Vegetative debris larger than 1 inch in diameter and 3 feet long resulting from Contractors Operations, other than Construction Slash, is Logging Slash. In Required Disposal Strip along permanent roads, in areas of Temporary Road construction outside of Clearcutting Units, and in fuelbreaks (CT6.71), both hardwood trees and coniferous trees smaller than the minimum d.b.h. in AT.2, over 3 feet in height and damaged beyond recovery by Contractors Operations shall be cut and treated as Logging Slash. Measures to be taken by Contractor for treatment of Logging Slash are set forth below and in following Subsections unless otherwise agreed in writing.

Forest Service and Contractor shall jointly develop a schedule for completion of slash treatment on the various portions of Sale Area prior to Contractor's Operations. Slash treatment plan may be made a part of the annual operating plan required in BT6.31.

Specified slash treatment methods for each cutting unit shall be shown on Sale Area Map and listed in the attached tables by the following symbols:

Slash Treatment Methods:

Method: BURYING Map Symbol: "Bury"

Definition and Specifications:

Logging Slash shall be buried where agreed in borrow areas, pits, trenches, or other locations reasonably near the area of origin. Logging Slash shall be matted down in layers and shall be covered with at least 2 feet of rock and soil so that the final surface is sloped to drain and relatively smooth.

Method: CHIPPING Map Symbol: "Chip"

Definition and Specifications:

Chippable Logging Slash up to 4 inches in diameter shall be processed through a chipping machine. Chips shall be scattered to a depth not exceeding 6 inches.

Method: REMOVING Map Symbol: "Remove"

Definition and Specifications:

Logging Slash shall be moved or hauled to locations shown on Sale Area Map and designated on the ground where it shall be piled.

Method: FELLING DAMAGED TREES Map Symbol: "Fell"

Definition and Specifications:

Damaged or destroyed trees are trees substandard because of size, which are over 3 feet in height, and/or species not included in AT.2 over 3 feet in height, knocked down or damaged to the extent that mortality or serious deterioration will occur, and such trees partially pushed over so as to result in permanent lean and visible damage to the root system, all as a result of the Contractors operation. Such damaged or destroyed trees shall be felled and further treated by the slash treatment method specified for the area. Materials meeting the minimum piece specifications of AT.2 will be utilized by the Contractor according to BT2.2. Maximum stump height shall be that specified in AT.6 or on the Contract Area Map.

Method: BUCKING & PILING (Small Material) Map Symbol: "Buck"

Definition and Specifications:

Logging Slash smaller than 9 inches and larger than 4 inches in large end diameter shall be bucked into lengths not to exceed 6 feet and left in place. Logging Slash 4 inches and smaller in large end diameter shall be hand Piled within Required Disposal Strip.

Method: DECKING LARGE MATERIAL Map Symbol: "Deck"

Definition and Specifications:

Logging Slash N / A feet or more in length shall be Decked free of other slash by piling pieces parallel to each other.

Method: HAND PILING Map Symbol: "Hpile"

Definition and Specifications:

Logging slash smaller than 9 inches in diameter and 6 feet long shall be hand piled in accordance with the following specifications:

HAND PILING SPECIFICATIONS

LOCATION OF PILES: Piles shall be located within cleared areas of landings and Temporary Roads or within natural openings. The minimum spacing between edge of each pile and crown edge of adjacent live trees shall not be less than the average diameter of the pile.

Contractor shall not be required to move slash more than 75 feet to meet the above pile location requirement.

Piles shall not be made below high water mark of perennial or intermittent stream courses designated to be protected in accordance with BT6.5. Slash shall not be piled on or allowed to remain in drainage ditches of permanent roads.

CONSTRUCTION OF PILES. Piles shall be compact and dirt-free, with most small slash on the bottom to facilitate consumption during burning. Piles shall not exceed 10 feet in average diameter and pile height shall not be less than one-third the average pile diameter. All slash which protrudes 4-feet or more from outer edge of the pile shall be bucked off and placed on pile.

Method: MACHINE PILING Map Symbol: "Mpile"

Definition and Specifications:

Concentrations of logging slash, excluding scattered individual pieces, shall be machine piled by tractor equipped with brush rake as per Machine Piling Specifications.

Method: MACHINE PILING & LOPPING Map Symbol: "Mpile/lop"

Definition and Specifications:

Concentrations of slash marked on the ground by the Forest Service shall be machine piled by a tractor equipped with a brush rake as per Machine Piling Specifications. The remaining slash, not in concentrations, shall be lopped and scattered as per specification for "Lopping."

Machine Piling Specifications

Acceptable Equipment. Piling will be accomplished with a crawler tractor not to exceed overall width of 15

feet. Tractor will be equipped with a brush blade having teeth extending a minimum of 11 inches below the frame. The teeth shall number at least 6 and no more than 12. The teeth shall be of sufficient size and strength so that they shall not bend or break through normal slash piling.

Location of Piles. Piles shall be so located that burning will not damage standing live trees or physical improvements such as fences, poles, buildings, signs, tables, grills, and cattleguards. The minimum spacing between piles shall be equivalent to one and one-half the diameter of the adjacent pile.

If conditions make it impractical to locate piles where damage to live trees and physical improvements can be avoided, a space shall be cleared in a location designated by Forest Service.

Slash within partial cut areas and road construction clearings shall be moved to take advantage of previously constructed or natural clearings in order to minimize the construction of new clearings. Slash shall not be moved more than 120 feet to achieve the location requirement. Piles shall not be made on permanent roads, in drainage ditches, below high water marks of live streams, and in intermittent stream courses.

Piles shall not be constructed within a 50 foot strip along the top edge of the cutting unit or within a 50 foot strip along the remaining edges of the unit.

Construction of Piles. Machine piles shall be compacted by pushing slash from all sides towards the center of the pile. A machine pile will not exceed an average diameter of 25 feet and pile height shall not be less than one-third the average diameter of the pile. All slash which protrudes 4-feet or more from outer edge of the pile shall be bucked off and placed on pile.

Unmerchantable material may be left between piles to protect regeneration seedlings and for site protection purposes as specified in writing by Forest Service.

Piling shall be accomplished in a manner that will prevent the accumulation of dirt in the piles

Logs and tops from felled trees within leave groups of trees inside or outside the cutting unit shall be yarded out of such leave groups to approved locations and piled. Where there is danger of damaging leave trees, long material shall be end-lined out of leave groups.

Method: COVERING PILES Map Symbol: "Cover"

Definition and Specifications:

All slash piles shall be covered with a durable waterproof covering furnished by Contractor as approved by the Forest Service. The material shall be at least 6 feet in width. Piles shall not be less than one-third covered, with the covering extending not less than halfway down all sides. Pieces of burnable material shall be placed on top of the waterproof covering to keep it from blowing off the pile.

Method: SITE PREPARATION Map Symbol: "Mach"

Definition and Specifications:

In conjunction with machine slash piling, a minimum of N/A percent and maximum of N/A percent of the workable ground surface uniformly distributed over the unit area shall be scarified down to bare mineral soil. Scarified ground is here defined as bare mineral soil in patches exceeding N/A feet by N/A feet.

Method: SCATTERING Map Symbol: "Scat"

Definition and Specifications:

Contractor shall remove all slash greater than 4 inches in diameter and/or 6 feet long, a minimum of 20 feet away from each leave tree 12 inches d.b.h. and larger. Slash shall be placed upslope from, or along the upslope from, or along the contour from, leave trees. Slash shall not be placed down slope from leave

TREATMENT ALONG PERMANENT ROADS (CT6.7#)
SLASH TREATMENT

See Table A

=====

LANDING, DISPOSAL SITES AND OTHER SLASH (CT6.7#)

See Table B

=====

CONTRACTOR UNIT SLASH RESPONSIBILITY (CT6.7#)

See Table C

CT6.7# - SLASH TREATMENT			
TABLE-A TREATMENT ALONG PERMANENT ROADS			
Payment Unit No. Or Road Junctions Road No. (From To)	Width Of Required Disposal Strip	Specified Method	Slash Larger Than Treatment Size, Requirements Of Specified Method
N/A			

CT6.7# - SLASH TREATMENT		
TABLE-B LANDING, DISPOSAL SITES AND OTHER SLASH		
Site	Cutting Unit No.	Specified Method
Landings	ALL	Mpile/ Lop
Disposal Sites	ALL	Mpile/ Lop

CT6.7# - SLASH TREATMENT			
TABLE-C PURCHASER UNIT SLASH RESPONSIBILITY			
Description Of Cutting Unit(s)	Type Of Treatment	Acres	Remarks
ALL	Mpile / Lop	354	Concentrations of slash shall be machine piled across no less than 90% of total area within cutting units. Remaining slash not in concentrations shall be lopped to a length no greater than 2 feet.
ALL	Fell Damaged	354	Trees not designated for cutting which have been damaged by operations shall be felled with prior approval from Forest Service delegated Sale Administrator or Contracting Officer.
Optional Stewardship Project 002	Lop/ Scat		Slash shall be treated by limbing or severing, or both, and scattered as necessary to place slash within 2 feet of the ground over entire area of Optional Stewardship Project 002

Volume estimators used for quantity estimates in AT2 are listed below. Volume for trees added pursuant to BT2.1 and BT2.3, or other authorization hereunder, will be derived from the same volume estimators or from volume tables based on these estimators

Common Species Name	Species Code	Model/Equation
Ponderosa pine	PPP,BPP,NPP,PP	Flewelling Profile Model (4)(5)
Southwestern white pine	PWP,BWP,NWP,WP	Flewelling Profile Model (4)(5)
Douglas fir	PDF,BDF,NDF,DF	Flewelling Profile Model (4)(5)
White fir	PWF,BWF,NWF,WF	Flewelling Profile Model (4)(5)
Corkbark fir	PCF,BCF,NCF,CF	Flewelling Profile Model (4)(5)
Spruce	PES,BES,NES,ES	Hann and Bare Equation (3)
Aspen	PAS,BAS,NAS,AS	Hann and Bare Equation (3)
Juniper, pinyon pine, oaks	JA,JO,JX,PN,PE,PX,OK	Hann and Bare Equation (2)

(1)The Eager Mill Study is not available as a published document.

(2)Hann, David W, and B. Bruce Bare. 1978, Comprehensive tree volume equations for major species of New Mexico and Arizona: I Results and Methodology.USDA Forest Service Research Paper INT-209.

(3)As a result of the FY87 DF validation project, reduce Douglas-fir Scibner volume for the APS, COC, COR, GIL, LIN, PRE, and TON Forests by multiplying the gross merchantable volume by 0.932.

(4)Flewelling, James W. and Lawrence M. Raynes. 1993. Variable-shape stem profile predictions for western hemlock. Part I: Predictions from DBH and total height, & Part II: Predictions from DBH, total height, and upper stem measurements. Can. J. For. Res. Vol. 23. 1993. Attachment 1: R3 Ponderosa Pine Flewelling Profile Model Volume Equation Validation and Biomass Study. Attachment 2: R3 Santa Fe National Forest Biomass Study and Volume Validation. Attachment 3: R3 region-wide default for volume equation and weight factor.

(5)Westfall, et al. 2023. FIA developed national-scale volume and biomass equation. The equation's performance is similar to the profile model. The equation was selected for the Region 3 validation studies.

CT6.84 (Option 1) - ACCOUNTABILITY (OPTION 1). (07/2022)

Prior to hauling products from the Contract Area, products shall be accounted for as follows:

- a. Forest Service shall issue removal receipts to Contractor prior to hauling included timber. Removal receipt books are accountable Forest Service property. Removal receipt books, whether used or unused, and unused removal receipts shall be returned to issuing Forest Service Office.
- b. Contractor shall assign a competent individual at the landing to complete removal receipts and attach them to each load of products prior to hauling. Removal receipts shall be completed and attached to each load of products in accordance with the instructions on the inside cover of the removal receipt book unless instructed otherwise by the Contracting Officer.
- c. When products are in transit, the removal receipt shall remain attached to the load as evidence of authority to move products.
- d. Contractor shall require truck drivers to stop, if request by Forest Service, for accountability checks when products are in transit from Contract Area to delivery point. Contractor and Forest Service shall agree to locations for accountability checks in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. Forest Service shall notify Contractor of methods to be used to alert drivers of an impending stop.

CT6.9# - STEWARDSHIP PROJECTS (09/2004)

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

Stewardship Projects

CT6.9# – STEWARDSHIP PROJECTS. (9/04) Performance of stewardship projects shall be in accordance with the following specifications.

Project Number 001 – Mandatory Item. Contractor shall cut all coniferous trees with diameters ranging from 1 inch to 8.9 inch measured at 4.5ft from ground level (DBH). Specific area and Acreages for this Stewardship Project can be found on the Contract Area Map. Acceptance of this Project shall be determined via an informal visual inspection performed by a Forest Service delegated Harvest Inspector, Sale Administrator, or Contracting Officer. Minimum quality level for acceptance shall be 90% of total acreage listed in A4c. Slash generated from this activity shall be treated according to the Contractors Unit Slash Responsibility CT6.7# Table-C.

Project Number 002 – Optional Item. Contractor shall cut all coniferous trees with diameters ranging from 1 inch to 8.9 inch measured at 4.5ft from ground level (DBH). Specific area and Acreages for this Stewardship Project can be found on the Contract Area Map. Acceptance of this Project shall be determined via an informal visual inspection performed by a Forest Service delegated Harvest Inspector, Sale Administrator, or Contracting Officer. Minimum quality level for acceptance shall be 90% of total acreage listed in A4c. Slash generated from this activity shall be lopped to a length of no greater than 6 feet and scattered to a depth not to exceed 2 feet above forest floor according to CT6.7# Table-C.

SAMPLE

CT7.2 - SPECIFIC FIRE PRECAUTIONS (05/2008)

Contractor shall provide the personnel, tools and equipment to take the following precautionary measures:

SMOKING AND LUNCH FIRE RESTRICTIONS

Contractor shall prohibit smoking and building of camp and lunch fires by persons engaged in Contractor's operations, except at established camps or in areas that Forest Service may designate. Smoking may be permitted at these designated areas only after all flammable material has been cleared to mineral soil. All fires and smoking materials shall be completely extinguished at end of lunch or smoking period.

FIRE TOOLS

Contractor shall furnish and maintain; i.e., cutting edges sharp, handles sanded and tightly fitted, clean of rust and foreign material; fire tools to be used only for suppressing forest fires. Each logging operation shall be provided with one firefighting tool per man to equip 100 percent of the personnel engaged in Contractors operations. Approved firefighting tools are: double-bit axe; brushhook; pulaski; McLeod; and round-pointed, size 0 or larger lady shovel. The proper tool mix will be stipulated in the Timber Sale Fire Plan. These tools are required separate from, and in addition to, the tools required in the section, "Fire Tools on Equipment," and in CT7.21 Fire Guards. Fire tools for firefighting purposes for use of personnel engaged in all phases of the logging operations shall be located in the active operating area of the contract or as stated in the fire plan.

BURNING OF REFUSE

No camp refuse of slash or other debris, such as that resulting from clearing around camps or on right-of-way, shall be burned without the written consent of the Forest Service.

SPARK ARRESTERS AND MUFFLERS

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard (Spark Arrester Guide) 5100-1a or the latest revision of Society of Automotive Engineers "medium size engine, SAE recommended practice J350" unless it is:

- (a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- (b) A multi-position engine, such as on power saws purchased after 6/30/77 which must meet the performance levels set forth in the Society of Automotive Engineers "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended. Those purchased prior to the above date shall be equipped with an approved spark arrester/muffler containing a 0.023 inch mesh screen in good condition.
- (c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler and an exhaust system in good working condition.
- (d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

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

POWERSAWS

During periods of use, each powersaw operator shall have readily available for use one long-handled round-pointed shovel and one chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight.

Muffler, extinguisher, and shovel shall be maintained in good working order at all times. Any fueling or refueling of a powersaw shall be done in an area which has been cleared of material which will carry fire. Powersaws shall be moved at least 10 feet from the place of fueling or refueling before starting.

FIRE TOOLS ON EQUIPMENT

Each internal combustion fuel carrying truck, loader, skidder, heavy truck, and tractor shall be provided with one long-handled round-pointed shovel, and one 5-pound capacity ABC dry chemical fire extinguisher. Passenger carrying vehicles, including light pickup trucks shall be equipped with one (1) long-handled round-pointed shovel and one (1) ABC chemical fire extinguisher not less than 2 1/2 pounds capacity. Shovels and fire extinguishers shall be so mounted as to be readily reached from the ground.

INSPECTION REQUIREMENTS FOR INTERNAL-COMBUSTION ENGINES

Each internal-Combustion motor vehicle or item of equipment shall be inspected and approved in advance of use by Forest Service.

Contractor shall require that all persons engaged in Contractor's operations submit all internal-combustion motors and equipment for inspection and approval prior to use in Contractor's operations on National Forest lands. Vehicles and equipment not approved for use shall be repaired to meet existing standards, re-inspected, and approved by Forest Service prior to use.

BLASTING

Use of fuses in blasting shall not be permitted. A long-handled round-pointed shovel and 5-gallon backpack pump with attached hand pump filled with water shall be available at all times. During periods when Fire Precaution Plan B or C is in effect, a fire guard shall remain on duty for at least one hour after blasting is finished and shall be equipped with a shovel and backpack. Blasting is prohibited under Fire Precaution Plan D. (CT7.22)

TRACTOR LIGHTS

All crawler tractors and rubber-tired skidders suitable for fire suppression work, and with power source, shall be equipped with two (2) factory type headlights and one (1) backup light, or brackets mounted for portable self-contained battery operated lights. These portable lights shall be furnished and maintained by the Contractor at a location agreed by the Forest Service.

CABLE YARDING

Tail and corner blocks shall be located to prevent cables from rubbing against trees, snags, and down logs. Areas adjacent to tail and corner blocks shall be cleared of flammable material within a 5-foot radius. One 5-gallon standard backpack water container (filled at all times and with hand pump attached), one shovel, and one pulaski, shall be maintained within 10 feet of each block.

GAS AND OIL STORAGE AND SERVICE AREAS

The location of equipment service areas and gas and oil storage areas shall be approved in writing by Contracting Officer. All areas shall be cleared of brush, litter, grass or other flammable debris for a radius of 50 feet.

WELDING

An area within a 10 foot radius shall be cleared down to mineral soil before welding operations are started. Prior to welding, Contractor shall have available a round-pointed long-handled shovel, a 5-gallon backpack pump filled with water with attached hand pump, and a 5-pound fire extinguisher at each welding site. A fire guard will remain on duty for at least one (1) hour after welding is completed during periods when Fire Precaution Plan B or C is in effect. Welding is prohibited under Fire Precaution Plan D.

CT7.21 - FIRE GUARDS (05/2008)

Contractor shall designate at least one representative to train and supervise each woodworking group of men in fire prevention, detection, and suppression. Each such representative shall be named in the fire plan.

To prevent, detect, and suppress fire, Contractor shall provide a trained fire guard at each operating area where power-driven equipment has been operated during the day. The fire guards shall constantly perform their duties during operating hours and for three (3) hours after the woodwork stops for the day, when the Fire Precaution Plan is Plan B, C, or D (CT7.22).

Fire guard service on one operating area shall satisfy the requirements on adjacent areas if the travel time with available transportation is not in excess of ten (10) minutes to any of the other areas requiring such service.

Each fire guard shall be physically able, vigilant, and trained to prevent, detect, and report any fires and to promptly and efficiently take suppression action with available required firefighting equipment and men on any fire that starts on contract area. Each fire guard shall be equipped with a vehicle and a fire tool cache consisting of a cache box, 2 four-to-five gallon backpack pumps filled with water, 2 size 0 shovels, 2 Pulaskis, and 2 McLeod tools maintained in serviceable condition.

CT7.22 - EMERGENCY FIRE PRECAUTIONS (07/2020)

Purchaser will restrict operations in accordance with the attached Emergency Fire Precaution Schedule. The Contracting Officer shall inform the Purchaser of any changes in the Industrial Fire Precaution Plan. The procedure for the Contracting Officer to notify the Purchaser of a change shall be stated in the Fire Prevention and Control Plan required by BT7.1. The Contracting Officer may, after consultation with the Forest Supervisor, adjust the predicted Industrial Fire Precaution Plan for local weather conditions on Sale Area. Changes in the predicted Industrial Fire Precaution Plan shall be agreed to in writing.

See Table

C7.22 TABLE A: EMERGENCY FIRE PRECAUTION SCHEDULE	
Lincoln National Forest.	
FIRE RESTRICTION/CLOSURE “STAGE”	
RESTRICTION LEVELS	INDUSTRIAL FIRE PRECAUTION PLAN
NO RESTRICTIONS	A
STAGE I	B
STAGE II	C
PARTIAL/FOREST CLOSURE*	D
RED FLAG WARNING (Issued by National Weather Service)	D

INDUSTRIAL FIRE PRECAUTION PLAN – DESCRIPTION

Plan	Item	MST (Mtn. Standard Time)	MDT (Mtn. Daylight Time)
A	Normal Fire Precautions (CT7.2)		
B	Normal Fire Precautions (CT7.2) except designated areas for smoking and warming or cooking fires requires a written permit.		
C	No smoking, warming or cooking fires are permitted at any time.		
	All power saws except for chainsaws used for limbing on landings cleared to mineral soil will shut down:	9:00 am to 8:00 pm	10:00 am to 9:00 pm
	Mechanical fellers except for mechanical fellers equipped with hydraulic shears will shut down:		
	Shutdown all machine treatment of slash; mechanical equipment used for shearing, bunching or delimbing; skidding; cable yarding; blasting and clearing:	12:00 noon to 8:00 pm	1:00 pm to 9:00 pm
	Welding, metal cutting on cleared mineral soil will shut down:	12:00 noon to 8:00 pm	1:00 pm to 9:00 pm
	All chainsaws used for limbing on landings cleared to mineral soil will shut down:	2:00 pm to 8:00 pm	3:00 pm to 9:00 pm
	Loading on landings cleared to mineral soil will shut down:	2:00 pm to 8:00 pm	3:00 pm to 9:00 pm
	Log hauling trucks must be to a surfaced road by:	2:00 pm	3:00 pm
	Logging operation may continue after:	8:00 pm	9:00 pm
	Operations on mineral soil involving log truck loading, road excavation, watering, grading, surfacing, rock crushing, and/or other equipment maintenance may continue.		
D	Shutdown all operations; except operations on mineral soil involving log truck loading, road excavation, watering, grading, gravel surfacing, and rock crushing may continue with special Forest Service permit.		

***Partial/Forest Closure:**

Timber sale areas which are outside the boundaries of the partial forest closure may continue to operate under Industrial Fire Precaution Plan “C” operating criteria as agreed upon between the CO and Purchaser in writing. Timber sale areas within the boundaries of the proclaimed partial forest closure area are to operate under Industrial Fire Precaution Plan “D”.

Contractor shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Contractor's headquarters. A radio-equipped fire patrolman vehicle will satisfy this requirement if in operation during the time required. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service shall accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Contractor's headquarters (or above stated alternative) and Forest Service via commercial or Forest Service telephone. The communications system shall be operable during Contractor's Operations in Fire Precautionary Period described in AT.9 and during the time fire patrolman service is required.

In the event no other means of communications will provide for prompt and reliable reporting of a fire, the Contracting Officer may allow use of a Forest Service two-way radio or Forest Service frequencies for emergency use only. The use of Forest Service frequencies will be by a written memorandum of agreement between the Contracting Officer and Contractor.

SAMPLE

CT8.21 - CONTRACT TERM ADJUSTMENT (07/2016)

"Contract Term Adjustment" (CTA) means adjustment only as provided for in the three circumstances described in this subsection. Under these circumstances, the contract term shall be adjusted in writing to include additional calendar days in one or more normal operating seasons equal to the actual time lost, except as limited by paragraph (2) in this subsection.

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

(1) Contractor experiences delay in starting operations scheduled under BT6.31 or interruptions in active operations, either of which stops such operations for 10 or more consecutive days during a normal operating season due to causes beyond the contractor's control, including, but not limited to, acts of God, acts of the public enemy, acts of the Government, labor disputes, fires, insurrections, or floods. Operations subject to these causes include:

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

(ii) Performance of stewardship projects shown in AT4c.

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

(3) (i) Contracting officer requests the contractor, in writing, to delay or interrupt operations during the normal operating season for any purpose other than suspension under BT4.4 or BT9.3; or

(ii) Contractor suffers a delay or interruption of the contractor's operations described in paragraph (1)(i) or (ii) because of a fire emergency closure ordered by Forest Service (or another agency on its behalf), and the total of such lost time is 10 or more days during any normal operating season.

If the termination date is adjusted, as described in this subsection, and later extended under BT8.23, the appraisal for the extension shall be made as of the unadjusted termination date, but the date on which the new rates become effective, if higher than current contract rates immediately prior to the termination date, shall be the adjusted termination date.

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 AT20. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

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

(i) The contract was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Contractor's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

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

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay, 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).

CT8.64 - DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)

Pursuant to 2 CFR 180 and 2 CFR 417, Contractor shall certify and obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. 'Subcontractors' are participants in lower tier covered transactions.

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

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

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

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

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

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

(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 N / A determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Contractor or any person as defined in the Act (16 USC 620e).

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

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

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

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

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

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

(f) Prior to delivering unprocessed Included Timber to another party, Contractor shall require each buyer, 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 Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

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

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

CT9.1 - PERFORMANCE BOND (08/2021)

As a further guarantee of the faithful performance of the provisions of this contract, Contractor delivers herewith and agrees to maintain a surety bond in the dollar amount stated in AT17, unless the amount is adjusted as provided in CT9.11 or BT9.13. In lieu of surety bond, Contractor may deposit into a Federal Depository, as directed by Forest Service under BT4.21, and maintain therein, cash in the dollar amount stated in AT17.

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

CT9.11 - BOND REDUCTION (08/2021)

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

As soon as security for the performance of this contract or the settlement of Claims incident thereto is no longer necessary, appropriate notice shall be given to surety or deposits that may have been made in lieu of surety bond shall be returned to Contractor, subject to the conditions in BT9.5.