

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

INTEGRATED RESOURCE TIMBER CONTRACT

(Applicable to Contracts with Measurement before Harvest)

Name of Contractor

National Forest

Chippewa

Ranger District

Blackduck

Region

Eastern

Contract Number

Contract Name

Turtle Power Stewardship

Award Date

Termination Date

07/31/2028

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and 1/ _____ hereinafter called Contractor.

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

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

UNITED STATES OF AMERICA

Two Witnesses:^{2/}

(Name)

(Address)

(Name)

(Address)

By: _____
Contracting Officer

(Title)

By: _____
(Contractor) ^{3/}

(Title)

(Business Address)

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

**CORPORATE
SEAL** ^{5/}

INSTRUCTIONS:

- 1/ If Contractor is a corporation, state a "corporation organized and existing under the laws of the State of _____" and specify the State; if Contractor is a Limited Liability Company, state a "Limited Liability Company organized and existing under the laws of the State of _____" and specify the state; if Contractor is a partnership, state a "partnership consisting of _____" and specify the names of each partner; and if Contractor is a sole proprietor doing business under an assumed name, state "(n) individual doing business under the name of _____ City of _____, State of _____."
- 2/ The signatures and addresses of two witnesses are required if Contractor is other than a corporation.
- 3/ If Contractor is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Contractor is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.
- 4/ The certificate must be completed if Contractor is a corporation.
- 5/ For companies incorporated in States that require a corporate seal, if the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.
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AT - SPECIFIC CONDITIONS. The following conditions apply to the indicated provisions.

AT1 - Location and Area, applicable to BT.1

This Contract Area of 730 acres more or less is located in:
T147N, R31W, Sections 9, 10, 11, 14 and 15

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

Species	Product	Estimated Quantity *	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Red Pine	Sawtimber	1,078.00	CCF	9.0	1	8	7.6	40
Aspen	Pulpwood	1,540.00	CCF	5.0	1	8	4.0	70
Mixed Hardwood	Pulpwood	123.00	CCF	5.0	1	8	4.0	70
Red Pine	Pulpwood	193.00	CCF	5.0	1	8	4.0	70
Timber Subject to Agreement under CT2.11#								
Not Applicable								
Total Quantity		2,934.00	CCF					

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

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

	Number	Acres
Clearcutting Units (BT2.31)		
Specified Road Clearing (BT2.32)		
Overstory Removal Units (BT2.33)		
Understory Removal Units (BT2.34)		
Individual Trees (BT2.35)		206
Incompletely Measured Payment Units (BT2.36)		

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

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

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

AT4b- Flat Rates, applicable for Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	Required Deposits Slash Disposal \$
Red Pine	Sawtimber	CCF	0.00	43.95			.00
Aspen	Pulpwood	CCF	0.00	22.21			.00
Mixed Hardwood	Pulpwood	CCF	0.00	4.44			.00
Red Pine	Pulpwood	CCF	0.00	28.03			.00
Timber Subject to Agreement under CT2.11#							
Not Applicable							

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

AT4c - Schedule of Payment Units

Payment Unit No.	App rox. Acres	To be Escalated under AT4a				Total Tentative Payment \$	To be Paid for at Flat Rates under AT4b				Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
		Species	Product	Qty	UOM		Species	Product	Qty	UOM		
01	1						Red Pine	Sawtimber	9.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Red Pine	Pulpwood	2.00	CCF		
							Total PU Quantity And Value		11.00	CCF		
02	20						Red Pine	Sawtimber	242.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Red Pine	Pulpwood	42.00	CCF		
							Total PU Quantity And Value		284.00	CCF		
03	15						Red Pine	Sawtimber	248.00	CCF		.00
							Aspen	Pulpwood	1.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Red Pine	Pulpwood	69.00	CCF		
							Total PU Quantity And Value		318.00	CCF		
04	4						Red Pine	Sawtimber	23.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Red Pine	Pulpwood	5.00	CCF		
							Total PU Quantity And Value		28.00	CCF		
05	22						Red Pine	Sawtimber	178.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Red Pine	Pulpwood	20.00	CCF		
							Total PU Quantity And Value		198.00	CCF		
06	20						Red Pine	Sawtimber	231.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Red Pine	Pulpwood	29.00	CCF		
							Total PU Quantity And Value		260.00	CCF		
07	17						Red Pine	Sawtimber	123.00	CCF		.00
							Aspen	Pulpwood	0.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Red Pine	Pulpwood	16.00	CCF		
							Total PU Quantity And Value		139.00	CCF		
08	12						Aspen	Pulpwood	141.00	CCF		.00
							Mixed Hardwood	Pulpwood	6.00	CCF		
							Red Pine	Pulpwood	5.00	CCF		
							Total PU Quantity And Value		152.00	CCF		
10	26						Aspen	Pulpwood	359.00	CCF		.00
							Mixed Hardwood	Pulpwood	10.00	CCF		
							Total PU Quantity And Value		369.00	CCF		
13	5						Aspen	Pulpwood	81.00	CCF		.00
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Total PU Quantity And Value		81.00	CCF		
14	12						Aspen	Pulpwood	280.00	CCF		.00
							Mixed Hardwood	Pulpwood	4.00	CCF		
							Total PU Quantity And Value		284.00	CCF		

Contract No:

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AT4d - Stewardship Rates and Credits, applicable to BT4.5 and CT6.9#

Mandatory Stewardship Projects					
Project Number	Project Description	Unit of Measure	Quantity	Bid Rate \$	Total Credits
1	Road Maintenance (Rock and Gravel Placement)	Each	1.00		

Optional Stewardship Projects						
Priority	Project Number	Project Description	Unit of Measure	Quantity	Bid Rate \$	Total Credits
		Not Applicable				

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

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

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

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

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

Required Deposits are deposits that Contractor may be required to pay for slash disposal (16 USC 490) and road maintenance (16 USC 537). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in CT6.816.

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 BT3.2.

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

Species	Index Name and Date
Not Applicable	

AT6 - High Stumps, applicable to BT6.412

Species	Product	Maximum Stump Height (inches)
All	All	12

AT7 - Specified Roads, applicable to BT5.2

Name and Date of Governing Road Specifications:

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
	Not Applicable						

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

AT8 - Forest Service Engineering Completion Schedule, applicable to BT5.212

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

AT9 - Reserved**AT10 - Reserved****AT11 - Reserved****AT12 - Fire Precautionary Period**, applicable to BT7.2

April 01 to November 15, inclusive

AT13 - Contractor Responsibility to Furnish Crews and Equipment for:**Initial Fire Suppression**, applicable to BT7.3

Within 5 road miles

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

Within 20 road miles

AT14 - Contractor's Obligation per Operations Fire, applicable to BT7.41Maximum Amount: \$ \$3,000

AT15 - Termination Date, applicable to BT8.2

July 31, 2028

AT16 - Normal Operating Season, applicable to BT6.31, BT6.66, BT8.21, and BT9.3**First Period:** May 15 to March 15, inclusive**Second Period:** to , inclusive**AT17 - Performance Bond**, applicable to BT9.1**Performance Bond Amount:** _____**AT18 - Downpayment**, applicable to BT4.211**Downpayment Amount:** Not Applicable**AT19 - Periodic Payment Amount**, applicable to BT4.213

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

AT20 - Market-Related Contract Term Addition Producer Price Index, applicable to BT8.212**Index Name:** Wood Chips **Index Number:** PCU3211133211135**AT21 - Inapplicable Provisions**

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

BT3.34	EMERGENCY RATE REDETERMINATION
BT4.211	DOWNPAYMENT
BT4.213	PERIODIC PAYMENT SCHEDULE
BT4.215	DEPOSITS WHEN PAYMENT GUARANTEED
BT4.22	TEMPORARY REDUCTION OF DOWNPAYMENT
BT4.3	PAYMENT GUARANTEED BY BOND OR DEPOSITED SECURITIES
BT4.31	BLANKET BOND
BT4.4	PAYMENTS NOT RECEIVED
BT6.341	PREVENTION OF OIL SPILLS
BT8.21	CONTRACT TERM ADJUSTMENT
BT8.212	MARKET-RELATED CONTRACT TERM ADDITION
BT8.64	DEBARMENT AND SUSPENSION CERTIFICATION
BT9.1	PERFORMANCE BOND
BT9.11	BOND REDUCTION

AT22 - List of Special Provisions in Division CT

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

CT2.302#	BOUNDARY TREES (10/2019)
CT2.352#	DESIGNATION BY SPECIES AND DIAMETER. (07/2022)
CT2.355#	INDIVIDUAL TREES, CUT TREE MARKING (06/2009)
CT3.34	EMERGENCY RATE REDETERMINATION (06/2022)
CT4.213	PERIODIC PAYMENT SCHEDULE (04/2023)

CT4.215	DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)
CT4.3	PAYMENT GUARANTEED BY BOND (08/2021)
CT4.31#	BLANKET BOND (06/2024)
CT4.4	PAYMENTS NOT RECEIVED (08/2012)
CT5.12#	USE OF ROADS BY CONTRACTOR (09/2004)
CT5.31#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
CT5.32#	ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)
CT5.33#	SNOW REMOVAL (06/2009)
CT6.24#	SITE SPECIFIC SPECIAL PROTECTION MEASURES. (07/2022)
CT6.314#	OPERATING RESTRICTIONS (06/2009)
CT6.341	PREVENTION OF OIL DISCHARGES. (07/2022)
CT6.412	STUMP MARKS (06/2009)
CT6.63#	TEMPORARY ROAD CLOSURE (06/2009)
CT6.7#	SLASH DISPOSAL MEASURES (06/2009)
CT6.9#	STEWARDSHIP PROJECTS (09/2004)
CT7.2	FIRE PRECAUTIONS (06/2009)
CT8.21	CONTRACT TERM ADJUSTMENT (07/2016)
CT8.212	MARKET-RELATED CONTRACT TERM ADDITION (04/2023)
CT8.64	DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)
CT9.1	PERFORMANCE BOND (08/2021)
CT9.11	BOND REDUCTION (08/2021)

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CT2.302# - BOUNDARY TREES (10/2019)

Boundary trees for all harvest units have been designated with orange paint marks above and below stump height. Boundary trees shall not be cut.

CT2.352# - DESIGNATION BY SPECIES AND DIAMETER. (07/2022)

Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Contract Area Map, except trees Marked with orange color paint or described to be left uncut.

See Tree Designation Table.

Additional trees to be cut, if any, are Marked with yellow and/or blue paint.

All N/A shall be left as leave trees, unless Marked with N/A color paint. Other trees that shall be left uncut are Marked with N/A color paint.

Diameters are measured outside bark at 6 inches above ground on the uphill side of the tree. Diameters shall be measured using a "diameter equivalents of circumference" tape measure, caliper, electronic laser method or equivalent method by agreement.

Sale Name: Turtle Power Stewardship

CT2.352# – DESIGNATION BY SPECIES AND DIAMETER (01/21)

Tree Designation Table

Payment Unit(s) or Cutting Unit(s)	Designated Species	More than Diameter (inches)	Less than Diameter (inches)
8	Aspen, Balsam Fir	6	N/A
10, 13, 14, 15, 16	Aspen	6	N/A

CT2.355# - INDIVIDUAL TREES, CUT TREE MARKING (06/2009)

Individual trees to be cut are Marked with indicated color above and below stump height in all or parts of the following Payment Units. Areas of Cut Tree Marking are shown on the Contract Area Map with the symbol "CTM."

PAYMENT UNIT(S)	PAINT COLOR
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Sale Name: Turtle Power Stewardship

CT2.355# - INDIVIDUAL TREES, CUT TREE MARKING (06/2009)

Cut Tree Marking Table

Payment Unit(s)	Paint Color
1, 2, 3, 4, 5, 6, 7, 17, 19	Yellow and/or Blue

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.

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

CT4.4 - 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.

Sale Name: Turtle Power Stewardship

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

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
FR 2392G	N/A	FR 2392	End	R	Use of road restricted to September 1 st to February 14 th (Wildlife)

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.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (12/19)

CT5.31# (09/04) Special Provisions

Sale Name: Turtle Power Stewardship

SECTION 1. GENERAL

Purchaser's main Road Maintenance responsibility begins: (1) after Purchaser performs Prehaul Maintenance on a road listed in the Road Maintenance Requirements Schedule; or (2) for all other roads, when Purchaser begins to use the road. Occasional travel by Purchaser's light vehicles, prior to beginning of construction clearing or logging operations in the area accessed by the road, does not constitute beginning of use. Purchaser is not required to perform routine maintenance during periods of inactivity. During periods of inactivity, Forest Service will perform maintenance only as required to meet its needs.

The Purchaser shall maintain roads, commensurate with the Purchaser's use, in accordance with the Road Maintenance Requirements Summary and Road Maintenance Specifications. Performance of road maintenance work by the Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on the Purchaser's operating schedule under Standard Provision BT6.31.

If the Purchaser elects to use different roads than those listed in the Road Maintenance Requirements Summary, the Contracting Officer (CO) or designee shall determine the Purchaser's commensurate share of road maintenance and/or revise road maintenance deposits.

Unless the CO or designee agrees in writing, all Prehaul Maintenance requirements shall be completed on any portion of road prior to hauling on that portion.

The Forest Service shall prepare a revised Road Maintenance Requirements Schedule to reflect changes in the original haul routes when needed.

Any work or materials that are determined to no longer be needed and are waived shall have the estimated cost charged to the Timber Sale Account as described in BT8.31.

SECTION 2. ROAD MAINTENANCE DEFINITIONS

Wherever the following terms are used in the Road Maintenance Specifications, the meaning shall be:

Base Course. Material placed on the Subgrade to distribute concentrated wheel loads.

Borrow. Select Material taken from designated borrow sites.

Crown, Inslope, and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains and downpipes.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (12/19)

CT5.31# (09/04) Special Provisions

Sale Name: Turtle Power Stewardship

During Haul Maintenance. Road maintenance work to be accomplished during the period of timber removal.

Geotextile. A group of construction fabrics with varying attributes designed for different purposes.

Lead-off Ditches. A ditch used to transmit water from a Culvert, Drainage Structure or Drainage Dip outlet to the natural drainage area.

Maintenance Activity. Items of work leading to the restoration and upkeep of a road and necessary to sustain the road's anticipated traffic.

Material. Any substance specified for use in the performance of the work.

Post Haul Maintenance. Road maintenance work to be accomplished after timber removal is completed.

Prehaul Maintenance. Road maintenance work to be accomplished prior to the roads use. Roads receiving prehaul maintenance shall be shown on the Sale Area Map.

Road Maintenance Cost. An estimate of the cost to perform road maintenance activities; as determined by the Forest Service. Estimates may include any or all of the work activities listed in Section 4, Road Maintenance Activity Specifications.

Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

Roadway. The portion of a road within the limits of excavation and embankment.

Sand Hole. A hole that develops in the running surface of the road which is quite soft and dangerous in nature. Usually found in very sandy soils.

Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of Base and Surface Course, if any.

Slide. A concentrated deposit of materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.

Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.

Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

Surface Course. The Material placed on the Base Course or Subgrade to enhance traction, distribute concentrated wheel loads and resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (12/19)

CT5.31# (09/04) Special Provisions

Sale Name: Turtle Power Stewardship

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

Road*	Termini		Miles	Applicable Pre-Haul Road Maintenance Specifications		
	From	To		T-8110	T-8420	T-8130
2390	FR2392	MP 0.9	0.9	P	P	P
2392	CR 20	MP 2.0	2.0	P	P	P
2392A	FR2392	MP 0.4	0.4	P	P	P
2392B	FR2392	MP 0.2	0.2	P	P	P
2392C	FR2392	MP 0.3	0.3	P	P	P
2392G	FR2392	MP 0.3	0.3	P	P	P
3445	FR2390	MP 0.3	0.3	P	P	P
3445B	FR3445	MP 0.2	0.2	P	P	P
3445BA	FR3445B	MP 0.5	0.5	P	P	P
3443	FR2390	MP 0.3	0.3	P	P	P
2211D	CR 20	MP 0.3	0.3	P	P	P
2513A	FR2513	MP 1.8	1.8	P	P	P
2513	FR2390	MP 0.9	0.9	P	P	P
2513	CR 20	MP 0.6	0.6	P	P	P

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

* And, all other Forest Service system roads used by Purchaser as shown on the Sale Area Map.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (12/19)

CT5.31# (09/04) Special Provisions

Sale Name: Turtle Power Stewardship

Road*	Termini		Miles	Applicable During-Haul Road Maintenance Specifications	
	From	To		T-8110	T-8130
2390	FR2392	MP 0.9	0.9	P	P
2392	CR 20	MP 2.0	2.0	P	P
2392A	FR2392	MP 0.4	0.4	P	P
2392B	FR2392	MP 0.2	0.2	P	P
2392C	FR2392	MP 0.3	0.3	P	P
2392G	FR2392	MP 0.3	0.3	P	P
3445	FR2390	MP 0.3	0.3	P	P
3445B	FR3445	MP 0.2	0.2	P	P
3445BA	FR3445B	MP 0.5	0.5	P	P
3443	FR2390	MP 0.3	0.3	P	P
2211D	CR 20	MP 0.3	0.3	P	P
2513A	FR2513	MP 1.8	1.8	P	P
2513	FR2390	MP 0.9	0.9	P	P
2513	CR 20	MP 0.6	0.6	P	P

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

* And, all other Forest Service system roads used by Purchaser as shown on the Sale Area Map.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (12/19)

CT5.31# (09/04) Special Provisions

Sale Name: Turtle Power Stewardship

Road*	Termini		Miles	Applicable <u>Post-Haul</u> Road Maintenance Specifications	
	From	To		T-8110	Deferred
2390	FR2392	MP 0.9	0.9	P	D
2392	CR 20	MP 2.0	2.0	P	D
2392A	FR2392	MP 0.4	0.4	P	
2392B	FR2392	MP 0.2	0.2	P	
2392C	FR2392	MP 0.3	0.3	P	
2392G	FR2392	MP 0.3	0.3	P	
3445	FR2390	MP 0.3	0.3	P	
3445B	FR3445	MP 0.2	0.2	P	
3445BA	FR3445B	MP 0.5	0.5	P	
3443	FR2390	MP 0.3	0.3	P	
2211D	CR 20	MP 0.3	0.3	P	
2513A	FR2513	MP 1.8	1.8	P	
2513	FR2390	MP 0.9	0.9	P	
2513	CR 20	MP 0.6	0.6	P	

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

* And, all other Forest Service system roads used by Purchaser as shown on the Sale Area Map.

SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

INCLUDED SPECIFICATIONS

<u>Specification No.</u>	<u>Specification Title</u>
T-8110	Maintenance Blading/Grading
T-8420	Cutting Roadway Vegetation

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (12/19)

CT5.31# (09/04) Special Provisions

Sale Name: Turtle Power Stewardship

T-8130

Spot Surface Course Placement/Replenishment

T-8110 Maintenance Blading/Grading

DESCRIPTION

- 1.1 Maintenance Blading/Grading is keeping an aggregate surfaced Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning Drainage Dips and Lead-off Ditches.

EQUIPMENT

- 2.1 The equipment required to shape, spread, and compact surfacing is listed below.

Road Number	Road Termini - From	Road Termini - To	Equipment Description
All			Grader or Dozer w/ angling blade

REQUIREMENTS

- 3.1 Maintenance Blading/Grading shall be performed to facilitate traffic and proper drainage before, during, or after Purchaser's use as required by Section 3. Road Maintenance Requirements Schedule.
- 3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a smooth, free-draining state needed to facilitate traffic. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to conserve Surface Material and to provide for a thorough mixing of the Material being worked.
- 3.3 On aggregate surfaced roads Material generated from back slope Sloughing and ditch cleaning shall not be blended with Surface or Base Course Material unless agreed otherwise
- 3.4 Roadway back slopes shall not be undercut.
- 3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to retain the existing line, grade, and cross-section.
- 3.6 Intersecting roads shall be bladed for a distance of 50 feet to assure blending of the surfaces.
- 3.7 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by side casting unless agreed otherwise. Side casting into streams, lakes, or water courses will not be permitted.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (12/19)

CT5.31# (09/04) Special Provisions

Sale Name: Turtle Power Stewardship

3.8 Material resulting from this activity shall not remain on or in structures, such as Culverts, cattle guards, ditches, bridges, and Drainage Dips.

3.9 Material resulting from this activity, plus any accumulated debris, shall be removed from roadway structures, such as concrete low-water crossings or fords.

T-8420 Cutting Roadway Vegetation

DESCRIPTION

1.1 This work includes removal of brush, trees and other vegetative growth from within the clearing limits. This may include brush mowing of shoulders to prevent larger growth which would inhibit travel in the future.

EQUIPMENT

2.2 Equipment use may include farm tractor mounted mowing or brushing equipment. If brushing equipment is required it must be of a size and power to cut off and masticate stems up to four inches in diameter. Larger growth may require hand clearing with a chainsaw or mechanized equipment able to handle larger trees.

REQUIREMENTS

3.1 Vegetative matter within the Roadway which impedes vehicular travel, and/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 in locations where agreed upon and the Traveled Way or sight distances will not be impaired.

3.2 Vegetative matter removed from the clearing limits shall be scattered outside the clearing limits at least 8 feet perpendicular to the road surface.

3.3 Trim tree branches that extend over the road surface and shoulders to attain a clear height of 14 feet. Trim branches flush with the tree or as close as possible without causing damage or scarring to the bole. Area shall be left neatly trimmed.

3.4 Any stump removed shall be placed in an upright position out of the clearing limits.

3.5 Area shall not be left in an unsightly condition. The FSR shall have the final say over how the area is left.

T-8130 Spot Surface Course Placement/Replenishment

DESCRIPTION

1.1 Spot Surface Course Placement/Replenishment includes Subgrade preparation, furnishing, hauling, spreading and shaping materials in accordance with the requirements.

MATERIALS

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (12/19)

CT5.31# (09/04) Special Provisions

Sale Name: Turtle Power Stewardship

- 2.1 Surface Course Material will be in accordance with the subsection 3.2 of these specifications. Only commercial sources of aggregate will be accepted, except surfacing material may also be purchased from the government, where available, by filling out a form 2600, paying the required fees, and obtaining a permit.

REQUIREMENTS

- 3.1 Subgrade Preparation. Prepare Subgrade to receive Surface Course Material at locations as designated on-the-ground by the Forest Service on roads listed below. Prepare the Subgrade by shaping the Roadbed to approximately the original cross-section and consistent with adjacent sections.

- 3.2 Furnish, haul and spread Material at locations designated on the ground by the Forest Service (FS). Compact the aggregate by operating spreading and hauling equipment over the full width of each layer of the aggregate, or by other methods as specified below.

Road Number	Type Material	Finished Compacted Thickness Specified	Total Quantity (Tons or cu.yds.)	Compaction Method
All	Gravel	As needed	20 CY	N/A

- 3.3 Variations. The Purchaser will be required to furnish weight tickets to the FS for each load of commercially obtained crushed aggregate prior to the final inspection. For aggregate purchased from the government, a count of truck loads will be required in addition to finished depth checks for the placed and compacted aggregate. Widths and lengths will be as staked or from schedule. When it is mutually agreed that all or part of the Surface Course Material is not needed, the estimated cost of surfacing not placed shall be charged to the Timber Sale Account in accordance with BT8.31.

CT5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)

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

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

The Required Deposits for Forest Service work in lieu of Contractor performance are N/A per CCF for recurrent maintenance, and \$.18 per CCF for deferred maintenance.

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

Deposit Made To	Rate	Unit of Measure
<hr/>		
N/A		

CT5.33# - SNOW REMOVAL (06/2009)

Snow removal shall be done in a manner that will preserve and protect roads, provide for safe and efficient transport of timber, and prevent erosion damage to streams and adjacent lands. In performing snow removal, Contractor shall adhere to the following performance standards, unless otherwise agreed:

Blade will be equipped with skid shoes to prevent loss of surfacing and damage to the road bed. On gravel and native surface roads, a minimum four (4) -inch depth compacted snow mat shall be maintained on the roadbed during blading.

Snow shall be removed from the entire road width, including turnouts.

Snow berms shall be reduced at road intersections where plowed road segments join unplowed road segments. Reduce the piled snow in the roadway to create a smooth transition from plowed road to normal snow depth.

Openings shall be created in snow berms as needed for proper drainage. Remove snow, ice, and debris from culverts and other drainage structures as needed to ensure efficient flow of water.

Tracked or cleated vehicles shall not be used for snow removal without prior written approval of Forest Service Representative.

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 orange paint along portions adjacent to payment units 3, 8, 17, and 19.
- (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.

Sale Name: Turtle Power Stewardship

CT6.24# – SITE SPECIFIC SPECIAL PROTECTION MEASURES. (7/22)

Special Measures Areas (SMA)

SMA Type	Designation Method	Special Protection Measure in Addition to BT6.24
All	(b)	No operations within SMA adjacent to PUs 2, 16, 17, 19; 3; and 8, as shown on Sale Area Map.

Sale Limited Operating Period(s)

Payment Unit/ Cutting Unit/ Road	Operation(s) Restricted	Period Operations are Not Permitted
N/A	N/A	N/A

CT6.314# - OPERATING RESTRICTIONS (06/2009)

Within Contract Area, unless changed by written agreement, the following operating requirements apply:

Restricted operations/activities:

Payment Units 1 and 7: Operations are restricted to December 1st to March 15th (Soils)

Payment Units 2, 16, and 19: Operations are restricted to September 1st to February 14th (Wildlife)

Payment Units 8 and 17: Operations are restricted to August 1st to May 31st (Wildlife)

Within all payment units during the period of March 1st thru August 31st only, all pine sawtimber and pulpwood products felled from the stump shall be skidded/forwarded, decked and hauled within a two (2) week time period (pine bark beetle).

-

Prohibited operations/activities:

N/A

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.

CT6.412 - STUMP MARKS (06/2009)

Trees designated for cutting under standard provision BT2.35 have been marked with paint at breast height and below stump height. Trees shall be felled so as to leave paint on stump.

CT6.63# - TEMPORARY ROAD CLOSURE (06/2009)

In addition to standard provision BT6.63, measures to effectively block temporary roads to normal vehicular traffic shall consist of the following:

Notwithstanding Standard Provision BT6.63, measures to effectively block temporary roads to normal vehicular traffic shall consist of the following:

Scatter slash for a distance of 75 feet from the intersection of the temporary road with a system road or trail. The slash shall be large enough to effectively block the road, and not be easily removable.

-

CT6.7# - SLASH DISPOSAL MEASURES (06/2009)

Slash resulting from Contractor's operations shall be removed from lakes, ponds, private land, right-of-way clearings for telephone lines, power lines, pipelines and other authorized facilities, and landings to be seeded under CT6.6#.

The tops of trees shall not be left hanging in standing trees. All trees cut for landing and other construction clearings shall be completely severed and not left leaning. Slash resulting from construction clearing shall be treated concurrent with harvest operations.

Other specific slash disposal requirements are as follows:

Except as authorized elsewhere in this contract, all slash generated by Purchasers operations in All Payment Units as indicated on the Sale Area map as "SDZ", shall be lopped and scattered so as to lie within 36" (inches) of the ground and evenly distributed throughout the unit.

All slash generated by Purchasers operations within 25' (feet) along roads, trails, boundaries and other ownerships as indicated on the Sale Area Map as "SDZ(1)", shall be completely removed.

Material described above used for closure of Temp Roads under CT6.63# is excluded from these requirements.

-

Slash Disposal treatment zones are shown on the Contract Area Map with symbol "SDZ."

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

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

Stewardship Projects

CT6.9# - Stewardship Projects (09/2004)

Project Table

Project	Description
1. Road Maintenance (Rock and Gravel Placement)	<p>This project shall consist of supplying, hauling, placing, and distributing gravel and crushed rock on United States Forest Service Road (USFS) 2207 at locations specified on the ground by the Forest Service.</p> <p>The intent of these projects is to: 1) reduce sediment deposition/runoff by stabilizing the road and achieving proper drainage; and 2) maintain a low water crossing, previously installed to replace of 4 constantly plugged and washed-out culverts, to restore the watershed.</p> <p>Location-</p> <p>The project location on the Blackduck Ranger District is approx. Section 16,17,18,19,20,25 - T148N, R30W.</p> <p>Gravel Work Location –</p> <p>The gravel work shall start at the intersection of Beltrami County Road 39 (Scenic Highway) and USFS 2207 continuing east for approx. 3.0 miles and ending at the intersection of USFS 2207 and Boat Landing Rd NE, USFS 2208. Gravel work will be intermittent and staked in the field by the USFS prior to starting work.</p> <p>Crushed Rock Work Location -</p> <p>Crushed rock work will occur at each of the two (2) “rock crossings” near the intersection of Anderson Lake Rd (USFS 2415) and Damon Lake Rd (USFS 2207)</p> <p>Gravel Work Description-</p> <p>The finished gravel work consists of several spot material locations along the 3.0 mile length using the material in the specified qualities and quantities below; and will have variable finished widths and compacted lift depths due to variability of spot material locations. Prior to spot placement of gravel, the roadbed shall be smoothed or graded and be free of standing water.</p> <p>All other work, including draining of standing water prior to gravel placement, shall be considered incidental. The finished surfaces shall be crowned or graded to allow for proper drainage.</p> <p>Crushed Rock Work Description-</p> <p>The finished crushed rock work consists of placing and spreading crushed rock in the specified material in qualities and the specified</p>

quantities below; at two locations, 1.) the North Rock Crossing on Damon Lake Rd – USFS 2207, and 2.) the South Rock Crossing on Damon Lake Rd – USFS 2207.

Rock crossings shall be free of large debris such as (but not limited to) logs and branches prior to crushed rock placement.

Material

Gravel Material Description: MnDOT Class 5 aggregate
Method of Measure: Vehicle Quantity (see Measurement section)
Estimated Quantity: 325 Cubic Yards

Crushed Rock Material Description: 1.5 inch rock
Method of Measure: Vehicle Quantity (see Measurement section)
Estimated Quantity: 40 Cubic Yards

Government supplied material **IS NOT** available.

The contractor, from a non-Forest Service source, shall supply all material. Gravel shall meet MnDOT Specs for CLASS 5 Material and Crushed rock shall be industry standard 1.5 inch crushed rock with NO FINES. Gradation analysis for gravel shall be available to Forest Service upon request.

Gravel Gradation Requirements:

MnDOT Class 5 Aggregate	
Sieve Size	Total % Passing
1 inch	100
¾ inch	90 - 100
⅝ inch	50 - 90
#4	35 - 80
#10	20 - 65
#40	10 - 35
#200	3-10

Performance Requirements

A. General

The starting and stopping points shall be marked in the field by the Forest Service prior to placement operations.

B. Gravel

Material shall be spread evenly across the width of the specified areas using the starting and stopping points designated by the Forest Service. Material shall be placed to the specifications above and as identified by the Forest Service. A road grader, skidsteer or other acceptable method shall be used to achieve an even spread. Vehicle compaction is acceptable by multiple passes with a loaded truck until signs of deformation cease.

C. Crushed Rock

Crushed rock shall be distributed evenly across the existing “rocked” areas at each rock crossing. Note – The crushed rock is meant to “key in” to and amongst the existing larger rock to provide for a smoother and more stable driving surface. Much of it may not be visible after spreading.

No compaction is required.

Safety

Contractor is responsible for contacting Gopher State One if necessary.

Consideration for traffic on this roadway is mandatory. Work shall be planned so roads are passable by passenger car traffic at all times.

Measurement

A. General

Quantities will be measured by the Government.

B. Gravel and Crushed Rock

Measurement shall be by agreed upon Vehicle Quantity (VQ). Prior to any material being placed, the Forest Service and the contractor shall agree upon a quantity per load. Weight tickets are acceptable. The conversion rate for tons to cubic yards of gravel to be used will be 2,800 pounds (1.4 Tons) per Cubic Yard.

**Refer to Contract Area Map*

CT7.2 - FIRE PRECAUTIONS (06/2009)

Unless otherwise agreed in writing between the Contractor and the Contracting Officer, the following are specific precautionary measures applicable during Contractor's Operations in Fire Precautionary Period as indicated in AT12:

1. Contractor shall maintain Forest Service-approved spark arresting devices on any piece of equipment operated by an internal combustion motor. In addition, each piece of motorized equipment shall be equipped with a serviceable round-pointed shovel and an operational fire extinguisher of at least five-pound rating suitable for the equipment being used. All chainsaw operators will have a serviceable round-pointed shovel and one-pound multipurpose fire extinguisher readily available.
2. Contractor shall require that smoking and the building of lunch or warming fires by Contractor's employees, contractors, or subcontractors be confined to designated safe places where flammable debris has been cleared away and where, at the option of the Contractor, smoking or the building of lunch or warming fires may be permitted.
3. Adequate spark arresters shall be maintained on chimneys or stovepipes where wood or coal is being burned in an enclosed device.
4. Contractor shall furnish serviceable firefighting tools. Location, numbers, and types of tools shall be specified in the Fire Prevention and Control Plan in accordance with BT7.1.

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.

CT8.212 - MARKET-RELATED CONTRACT TERM ADDITION (04/2023)

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.

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.