

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE INTEGRATED RESOURCE TIMBER CONTRACT (Applicable to Contracts with Measurement before Harvest)		Name of Contractor	
National Forest Ottawa	Ranger District Ontonagon	Region Eastern	Contract Number
Contract Name Desperado Stewardship		Award Date	Termination Date 09/30/2029

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

AT - SPECIFIC CONDITIONS. The following conditions apply to the indicated provisions.

AT1 - Location and Area, applicable to BT.1

This Contract Area of 1135 acres more or less is located in:
T48N R44W Section 1,2,11,12,13,14, T48N R43W Section 7

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
Mixed Hardwood	Sawtimber	400.00	CCF	11.0	1	8	9.6	50
Sugar Maple	Sawtimber	1,589.00	CCF	11.0	1	8	9.6	50
Aspen	Pulpwood	746.00	CCF	5.0	1	8	4.0	70
Mixed Conifer	Pulpwood	206.00	CCF	5.0	1	8	4.0	70
Mixed Hardwood	Pulpwood	4,783.00	CCF	5.0	1	8	4.0	70
Timber Subject to Agreement under CT2.11#								
Not Applicable								
Total Quantity		7,724.00	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)		676
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 \$
Mixed Hardwood	Sawtimber	CCF	0.00	42.34			.00
Sugar Maple	Sawtimber	CCF	0.00	103.00			.00
Aspen	Pulpwood	CCF	0.00	16.92			.00
Mixed Conifer	Pulpwood	CCF	0.00	1.00			.00
Mixed Hardwood	Pulpwood	CCF	0.00	4.69			.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

Pay- ment 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	59						Mixed Hardwood	Sawtimber	7.00	CCF		.00
							Sugar Maple	Sawtimber	72.00	CCF		
							Aspen	Pulpwood	0.00	CCF		
							Mixed Conifer	Pulpwood	21.00	CCF		
							Mixed Hardwood	Pulpwood	322.00	CCF		
							Total PU Quantity And Value		422.00	CCF		
02	30						Mixed Hardwood	Sawtimber	7.00	CCF		.00
							Sugar Maple	Sawtimber	51.00	CCF		
							Aspen	Pulpwood	3.00	CCF		
							Mixed Conifer	Pulpwood	7.00	CCF		
							Mixed Hardwood	Pulpwood	185.00	CCF		
							Total PU Quantity And Value		253.00	CCF		
03	19						Mixed Hardwood	Sawtimber	2.00	CCF		.00
							Sugar Maple	Sawtimber	17.00	CCF		
							Aspen	Pulpwood	0.00	CCF		
							Mixed Conifer	Pulpwood	17.00	CCF		
							Mixed Hardwood	Pulpwood	105.00	CCF		
							Total PU Quantity And Value		141.00	CCF		
04	42						Mixed Hardwood	Sawtimber	36.00	CCF		.00
							Sugar Maple	Sawtimber	44.00	CCF		
							Aspen	Pulpwood	59.00	CCF		
							Mixed Conifer	Pulpwood	32.00	CCF		
							Mixed Hardwood	Pulpwood	283.00	CCF		
							Total PU Quantity And Value		454.00	CCF		
05	49						Mixed Hardwood	Sawtimber	31.00	CCF		.00
							Sugar Maple	Sawtimber	85.00	CCF		
							Aspen	Pulpwood	14.00	CCF		
							Mixed Conifer	Pulpwood	21.00	CCF		
							Mixed Hardwood	Pulpwood	362.00	CCF		
							Total PU Quantity And Value		513.00	CCF		
06	61						Mixed Hardwood	Sawtimber	24.00	CCF		.00
							Sugar Maple	Sawtimber	90.00	CCF		
							Aspen	Pulpwood	120.00	CCF		
							Mixed Conifer	Pulpwood	37.00	CCF		
							Mixed Hardwood	Pulpwood	413.00	CCF		
							Total PU Quantity And Value		684.00	CCF		
07	36						Mixed Hardwood	Sawtimber	17.00	CCF		.00
							Sugar Maple	Sawtimber	86.00	CCF		
							Aspen	Pulpwood	0.00	CCF		
							Mixed Conifer	Pulpwood	0.00	CCF		
							Mixed Hardwood	Pulpwood	193.00	CCF		
							Total PU Quantity And Value		296.00	CCF		
08	57						Mixed Hardwood	Sawtimber	29.00	CCF		.00
							Sugar Maple	Sawtimber	144.00	CCF		
							Aspen	Pulpwood	0.00	CCF		
							Mixed Conifer	Pulpwood	1.00	CCF		
							Mixed Hardwood	Pulpwood	393.00	CCF		
							Total PU Quantity And Value		567.00	CCF		

Pay- ment 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 \$
09	41			Mixed Hardwood	Sawtimber	13.00	CCF		.00
				Sugar Maple	Sawtimber	135.00	CCF		
				Aspen	Pulpwood	18.00	CCF		
				Mixed Conifer	Pulpwood	2.00	CCF		
				Mixed Hardwood	Pulpwood	277.00	CCF		
					Total PU Quantity And Value			445.00	CCF
10	56			Mixed Hardwood	Sawtimber	31.00	CCF		.00
				Sugar Maple	Sawtimber	241.00	CCF		
				Aspen	Pulpwood	0.00	CCF		
				Mixed Conifer	Pulpwood	0.00	CCF		
				Mixed Hardwood	Pulpwood	304.00	CCF		
					Total PU Quantity And Value			576.00	CCF
11	30			Mixed Hardwood	Sawtimber	21.00	CCF		.00
				Sugar Maple	Sawtimber	81.00	CCF		
				Aspen	Pulpwood	4.00	CCF		
				Mixed Conifer	Pulpwood	2.00	CCF		
				Mixed Hardwood	Pulpwood	224.00	CCF		
					Total PU Quantity And Value			332.00	CCF
12	51			Mixed Hardwood	Sawtimber	32.00	CCF		.00
				Sugar Maple	Sawtimber	206.00	CCF		
				Aspen	Pulpwood	0.00	CCF		
				Mixed Conifer	Pulpwood	0.00	CCF		
				Mixed Hardwood	Pulpwood	317.00	CCF		
					Total PU Quantity And Value			555.00	CCF
13	50			Mixed Hardwood	Sawtimber	49.00	CCF		.00
				Sugar Maple	Sawtimber	127.00	CCF		
				Aspen	Pulpwood	10.00	CCF		
				Mixed Conifer	Pulpwood	4.00	CCF		
				Mixed Hardwood	Pulpwood	321.00	CCF		
					Total PU Quantity And Value			511.00	CCF
14	49			Mixed Hardwood	Sawtimber	13.00	CCF		.00
				Sugar Maple	Sawtimber	55.00	CCF		
				Aspen	Pulpwood	17.00	CCF		
				Mixed Conifer	Pulpwood	8.00	CCF		
				Mixed Hardwood	Pulpwood	360.00	CCF		
					Total PU Quantity And Value			453.00	CCF
15	31			Mixed Hardwood	Sawtimber	76.00	CCF		.00
				Sugar Maple	Sawtimber	94.00	CCF		
				Aspen	Pulpwood	470.00	CCF		
				Mixed Conifer	Pulpwood	46.00	CCF		
				Mixed Hardwood	Pulpwood	516.00	CCF		
					Total PU Quantity And Value			1,202.00	CCF
16	14			Mixed Hardwood	Sawtimber	3.00	CCF		.00
				Sugar Maple	Sawtimber	33.00	CCF		
				Aspen	Pulpwood	0.00	CCF		
				Mixed Conifer	Pulpwood	3.00	CCF		
				Mixed Hardwood	Pulpwood	97.00	CCF		
					Total PU Quantity And Value			136.00	CCF

Contract No: ***SAMPLE CONTRACT***

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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
WL-01	Brush pile creation in PU01	Each	5.00		
WL-02	Brush pile creation in PU02	Each	2.00		
WL-03	Brush pile creation in PU03	Each	1.00		
WL-04	Brush pile creation in PU04	Each	3.00		
WL-05	Brush pile creation in PU05	Each	3.00		
WL-06	Brush pile creation in PU06	Each	5.00		
WL-07	Brush pile creation in PU07	Each	3.00		
WL-08	Brush pile creation in PU08	Each	5.00		
WL-09	Brush pile creation in PU09	Each	4.00		
WL-10	Brush pile creation in PU10	Each	4.00		
WL-11	Brush pile creation in PU11	Each	3.00		
WL-12	Brush pile creation in PU12	Each	5.00		
WL-13	Brush pile creation in PU13	Each	4.00		
WL-14	Brush pile creation in PU14	Each	4.00		
WL-15	Brush pile creation in PU15	Each	5.00		
WL-16	Brush pile creation in PU16	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	Sawtimber	14
All	Pulpwood	10

AT7 - Specified Roads, applicable to BT5.2

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

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
210	FDR210 (R) (segment 1.09 to 1.09)	Single Lane - 10 mph	0 / 0	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
210	FDR210 (R) (segment 2.14 to 2.14)	Single Lane - 10 mph	0 / 0	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
210	FDR210 (R) (segment 2.86 to 2.86)	Single Lane - 10 mph	0 / 0	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
210-B	FDR210-B (R) (segment 0 to .55)	Single Lane - 10 mph	.55 / .89	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
210-C	FDR210-C (R) (segment 0 to .2)	Single Lane - 10 mph	.2 / .32	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
210-D	FDR210-D (R) (segment 0 to .76)	Single Lane - 10 mph	.76 / 1.22	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
210-D1	FDR210-D1 (C) (segment 0 to .3)	Single Lane - 10 mph	.3 / .48	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
210-D1	FDR210-D1 (R) (segment .3 to .39)	Single Lane - 10 mph	.09 / .14	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
210-E	FDR210-E (R) (segment 0 to .67)	Single Lane - 10 mph	.67 / 1.08	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
210-E1	FDR210-E1 (R) (segment 0 to .24)	Single Lane - 10 mph	.24 / .39	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
213	FDR213 (R) (segment 0 to 1.11)	Single Lane - 10 mph	1.11 / 1.79	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
213-A	FDR213-A (R) (segment 0 to .71)	Single Lane - 10 mph	.71 / 1.14	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
213-A2	FDR213-A2 (R) (segment 0 to .03)	Single Lane - 10 mph	.03 / .05	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC
213-E	FDR213-E (R) (segment 0 to .23)	Single Lane - 10 mph	.23 / .37	SR-1 thru SR-22 12/12/2024	FS	FS	FS AC

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 Supression, applicable to BT7.3

Within 5.0 road miles

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

Within 20.0 road miles

AT14 - Contractor's Obligation per Operations Fire, applicable to BT7.41

Maximum Amount: \$ \$1,000

AT15 - Termination Date, applicable to BT8.2

September 30, 2029

AT16 - Normal Operating Season, applicable to BT6.31, BT6.66, BT8.21, and BT9.3**First Period:** July 01 to September 30, inclusive**Second Period:** December 15 to March 15, 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)
CT5.221#	MATERIAL SOURCES (09/2004)
CT5.31#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
CT5.32#	ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)
CT5.33#	SNOW REMOVAL (06/2009)
CT6.314#	OPERATING RESTRICTIONS (06/2009)
CT6.341	PREVENTION OF OIL DISCHARGES. (07/2022)
CT6.412	STUMP MARKS (06/2009)
CT6.62#	SITE SPECIFIC WETLANDS PROTECTION MEASURES (09/2004)
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 3 slashes on exterior boundaries and 2 slashes on interior common boundaries - all slashes face into Payment Unit and are comprised of 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 Blue paint.

All eastern white pine, red pine, hemlock, and cedar shall be left as leave trees, unless Marked with Blue color paint. Other trees that shall be left uncut are Marked with Orange color paint.

Diameters are measured outside bark at 54 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.

Tree Designation Table

Payment Unit(s)	Designated Species	More Than Diameter (inches)	Less Than Diameter (inches)
15	White pine, red pine, hemlock, and cedar	>=5.0"	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

Cut Tree Marking Table

Payment Units	Paint Color
PU01-PU14, PU16	Blue
PU17 (ROW)	Yellow

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.

Restricted Road List

Road Number	Road Name	Termini (miles)		Map Legend	Description of Restrictions
		From	To		
210	FR210	2.89	POE	X	Hauling Prohibited
210-B	FR210-B	POB	0.55	R	Hauling Restricted to winter/frozen conditions
210-B	FR210-B	0.55	POE	X	Hauling Prohibited
210-B1	FR210-B1	POB	POE	X	Hauling Prohibited
210-C	FR210-C	POB	0.2	R	Hauling Restricted to winter/frozen conditions
210-C	FR210-C	0.2	POE	X	Hauling Prohibited
210-D	FR210-D	POB	0.76	R	Hauling Restricted to winter/frozen conditions
210-D	FR210-D	0.76	POE	X	Hauling Prohibited
210-D1	FR210-D1	POB	0.39	R	Hauling Restricted to winter/frozen conditions
212	FR212	POB	POE	X	Hauling Prohibited
213	FR213	1.11	POE	X	Hauling Prohibited
213-A1	FR213-A1	POB	POE	P	Use Prohibited
213-A2	FR213-A2	0.03	POE	X	Hauling Prohibited
213-C	FR213-C	POB	PU11 Boundary	X	Hauling Prohibited
213-C	FR213-C	PU11 Boundary	POE	P	Use Prohibited
213-E	FR213-E	0.23	POE	X	Hauling Prohibited
214	FR214	POB	POE	X	Hauling Prohibited
215	FR215	POB	POE	X	Hauling Prohibited
354	FR354	At Section 18 Pit		R	Gate present; keep closed when not in use

POB = Point of Beginning

POE = Point of Ending

Note: Hauling includes empty or loaded log trucks.

CT5.221# - MATERIAL SOURCES (09/2004)

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

Should the designated source, due to causes beyond the control of Contractor, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with BT5.253.

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

When Contractor elects not to use designated sources and Schedule of Items lists pit development separately, cost allowance will be reduced under BT5.253 when Forest Service determines the work will not be required.

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

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

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

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

See Material Source Table.

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

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

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, approved by Forest Service, may be used for storage purposes and for the placing of Contractor's plant equipment. All storage sites provided by Forest Service shall be restored at Contractor's expense. Contractor shall be responsible for making arrangements for storage on other than Forest Service administered lands.

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

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

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.

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Pre haul Road Maintenance Specifications							
	From	To		T-8030	T-8110	T-8130	T-8310	T-8340	T-8360	T-8420	T-8620
FR210	1	2.86	1.86	P							
FR210-B	0.00	0.55	0.55	P							
FR210-C	0.00	0.20	0.20	P							
FR210-D	0.00	0.76	0.76	P							
FR210-D1	0.00	0.39	0.39	P							
FR210-E	0.00	0.67	0.67	P							
FR210-E1	0.00	0.24	0.24	P							
FR213	0.00	1.11	1.11	P							
FR213-A	0.00	0.71	0.71	P							
FR213-A2	0.00	0.03	0.03	P							
FR213-E	0.00	0.23	0.23	P							
FR354	Gate at Section 18 Pit	Gate at Section 18 Pit	N/A								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-8030	T-8110	T-8130	T-8310	T-8340	T-8360	T-8420	T-8620
FR210	1	2.86	1.86	P	D		D	D		D	
FR210-B	0.00	0.55	0.55	P		P ^{1/}	P	P	P		
FR210-C	0.00	0.20	0.20	P		P ^{1/}	P	P	P		
FR210-D	0.00	0.76	0.76	P		P ^{1/}	P	P	P		
FR210-D1	0.00	0.39	0.39	P		P ^{1/}	P	P	P		
FR210-E	0.00	0.67	0.67	P		P ^{1/}	P	P	P		
FR210-E1	0.00	0.24	0.24	P		P ^{1/}	P	P	P		
FR213	0.00	1.11	1.11	P		P ^{1/}	P	P	P		
FR213-A	0.00	0.71	0.71	P		P ^{1/}	P	P	P		
FR213-A2	0.00	0.03	0.03	P		P ^{1/}	P	P	P		
FR213-E	0.00	0.23	0.23	P		P ^{1/}	P	P	P		
FR354	Gate at Section 18 Pit	Gate at Section 18 Pit	N/A								P

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

1/ A grand total of 200 CY (260 CY loose) crushed aggregate to be spot placed as directed by USFS.

Road	Termini		Miles	Applicable Post haul Road Maintenance Specifications						
	From	To		T-8110	T-8310	T-8340	T-8350	T-8360	T-8420	T-8620
FR210	1	2.86	1.86	D	D	D			D	
FR210-B	0.00	0.55	0.55		P	P		P		P
FR210-C	0.00	0.20	0.20		P	P	P			P
FR210-D	0.00	0.76	0.76		P	P	P			P
FR210-D1	0.00	0.39	0.39		P	P	P			
FR210-E	0.00	0.67	0.67		P	P		P		P
FR210-E1	0.00	0.24	0.24		P	P		P		
FR213	0.00	1.11	1.11		P	P		P		P
FR213-A	0.00	0.71	0.71		P	P		P		
FR213-A2	0.00	0.03	0.03		P	P		P		
FR213-E	0.00	0.23	0.23		P	P		P		
FR354	Gate at Section 18 Pit	Gate at Section 18 Pit	N/A							P

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

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 \$.34 per CCF for recurrent maintenance, and \$.35 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 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.

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

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

Restricted operations/activities:

Payment Unit 01, 04 (Two Central Parcels), 05 (East Parcel), 09, 14, and 15: Harvest operations are restricted during the period of 03/16 through 07/31 AND 09/01 through 12/14 (due to soils).

Payment Unit 02, 03, 04 (North and South Parcels), and 16: Harvest operations are restricted during the period of 03/16 through 07/31 AND 10/01 through 12/14 (due to soils).

Payment Units 05 (West Parcel), 06, 07, 08, 10, 11, 12, 13: Harvest operations are restricted during the period of 03/16 through 06/30 AND 10/01 through 12/14 (due to soils).

Prohibited operations/activities:

Within the Contract Area decked pine and other conifer material shall be removed from the Contract Area within 30 days of cutting to minimize the potential breeding areas for pine beetles during the period of May 1 through September 30. All pine and other conifer material cut after September 30 shall be removed from the Contract Area before hauling operations conclude due to enforcement of spring weight restrictions.

Pit restoration (per specifications) in the Section 18 Pit shall be accomplished no later than the end of each operating season.

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.

CT6.62# - SITE SPECIFIC WETLANDS PROTECTION MEASURES (09/2004)

Measures needed to protect wetlands identified on the Contract Area Map or on the ground include:

Trees felled into Wetlands Protection areas shall be removed by endlining and any slash generated by the Contractor's operations shall be removed as directed by the Forest Service.

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:

All slash resulting from construction clearing (such as from landings, temporary roads, ROW clearing associated with pre-haul road maintenance requirements listed in CT5.31#), including Specified Road construction; shall be lopped and scattered to lie within 3 feet of the ground. All root wads shall be severed from the stem and righted on the ground or otherwise disposed of as directed by the Forest Service, concurrent with operations.

Within Payment Units 01-16 except as specified elsewhere in this contract; all slash generated by the Contractor's operations shall be evenly distributed throughout the Payment Unit and away from the base of residual trees, concurrent with operations.

All slash resulting from construction clearing (such as from landings, temporary roads, ROW clearing associated with pre-haul road maintenance requirements listed in CT5.31#), including Specified Road construction; shall be lopped and scattered to lie within 3 feet of the ground. All root wads shall be severed from the stem and righted on the ground or otherwise disposed of as directed by the Forest Service, concurrent with operations.

SDZ-As shown on the Contract Area Map for Payment Unit 04-06, 09, and 14: Within a strip 50 feet in width, measured from the forested edge along FR210, all slash resulting from Contractor's operations shall be lopped and scattered to lie within 3 feet of the ground, concurrent with operations.

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

[illegible]

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.

DESPERADO STEWARDSHIP ROAD MAINTENANCE REQUIREMENTS
FS-2400-13T Contracts (10/19)
CT5.31# Special Provisions

SECTION 1. GENERAL

Contractor's main Road Maintenance responsibility begins: (1) after Contractor performs Prehaul Maintenance on a road listed in the Road Maintenance Requirements Schedule; or (2) for all other roads, when Contractor begins to use the road. Occasional travel by Contractor'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. Contractor 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 Contractor shall maintain roads, commensurate with the Contractor's use, in accordance with the Road Maintenance Requirements Summary and Road Maintenance Specifications. Performance of road maintenance work by the Contractor may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on the Contractor's operating schedule under Standard Provision **BT6.31**.

If the Contractor elects to use different roads than those listed in the Road Maintenance Requirements Summary, the Contracting Officer (CO) or designee shall determine the Contractor'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 Integrated Resource 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.

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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.

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 Contract 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.

DESPERADO STEWARDSHIP ROAD MAINTENANCE REQUIREMENTS
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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.

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

See Summary in CT 5.31#.

SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

INCLUDED SPECIFICATIONS

<u>Specification No.</u>	<u>Specification Title</u>
T-8030	Snow Removal
T-8110	Maintenance Blading/Grading
T-8130	Spot Surface Course Placement/Replenishment
T-8310	Ditch Cleaning
T-8340	Drainage Structure Maintenance
T-8350	Roadway Drainage Maintenance
T-8360	Composite High Clearance Road Maintenance
T-8420	Cutting Roadway Vegetation
T-8620	Miscellaneous Maintenance

T-8030 Snow Removal

DESCRIPTION

- 1.1 This Section provides for removal of snow from roads to facilitate logging operations and safe use. Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled

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way at locations designated by the Forest Service Representative (FSR). Snow may also be compacted as needed to freeze down soft areas or wet areas. This work is considered part of this specification. Equipment used for this work shall be in accordance with this specification and approved in advance by the FSR.

EQUIPMENT

- 2.1** Contractor may use any type of equipment to remove snow, providing:
- a. Type or use of equipment is not restricted in **CT5.12#** or Schedule document.
 - b. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road. Tracked or cleated vehicles shall not be used unless approved in writing by the FSR.
 - c. The 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 **4** -inch depth compacted snow mat will be maintained on the roadbed during blading.

REQUIREMENTS

- 3.1** Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS or as shown on the Section 3. Road Maintenance Requirements Schedule. Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other forest values.
- 3.2** Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.
- 3.3** Upon seasonal completion of Contractor's Operations, effectively block the road by a snow barricade, unless otherwise approved by the Contracting Officer.
- 3.4** Ice control may be performed by Contractor when approved by the FSR in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.
- 3.5** Snow berms will 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.

DESPERADO STEWARDSHIP ROAD MAINTENANCE REQUIREMENTS
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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
210	1.0	2.86	Motor-grader (or equivalent)

POB – Point of Beginning

POE – Point of Ending

REQUIREMENTS

- 3.1 Maintenance Blading/Grading shall be performed to facilitate traffic and proper drainage before, during, or after Contractor'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.

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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-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

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
Any Maintenance road in Contract Area	Crushed Aggregate ^{1/}	(As Needed)	200 CY (260 CY) ^{3/}	See 3.2 above

^{1/}Section 18 Pit, as shown on Contract Area Map

^{2/}Quantity of Material in () = Approximate Loose Volume

3.3 Variations. The Contractor 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 Integrated Resource Account in accordance with **BT8.31**.

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T-8310 Ditch Cleaning

DESCRIPTION

- 1.1 Ditch cleaning is the removal and disposal of all accumulated organic and Slough Material from Roadway ditches to provide a positive draining waterway of uniform width, depth, and grade.

REQUIREMENTS

- 3.1 Ditch cleaning shall be repeated during sale operations as often as necessary to facilitate proper drainage.
- 3.2 All Slough Material or other debris which might obstruct water flow in the Roadway ditch shall be removed. Material removed from ditches that are not suitable for blending into the existing surface course shall be disposed of in places agreed to in writing by the FSR.
- 3.3 Roadway back slopes shall not be undercut.

T-8340 Drainage Structure Maintenance

DESCRIPTION

- 1.1 This work consists of maintaining and/or installation/removal of Drainage Structures and related items such as: inlet and outlet channels, existing riprap, trash racks, necessary geotextiles, pipes, and drop-inlets.

MATERIALS

- 2.1 All Materials used in the maintenance and/or installation/removal of Drainage Structures shall conform by type and specification to the Material in the structure being maintained or as indicated in the subsection 3.3 below.

REQUIREMENTS

- 3.1 Drainage Structures and related items shall be cleared of all foreign Material deposited above the bottom of the structure and all vegetative growth which interferes with the water flow. Material removed that cannot be incorporated into maintenance work shall be uniformly placed on fill slopes unless agreed otherwise.
- 3.2 Perform maintenance to ensure the proper functioning of the head walls, aprons, inlet assemblies, riprap, trash racks and other facilities related to the Drainage Structure.
- 3.3 Install/remove ditches, drainage dips, rock crossings and/or culverts as shown below, and as marked on the ground. Installation of structures shall not begin without the presence of a FSR unless agreed to in writing by the FSR.
- 3.4 Installation shall be in accordance with construction industry standards and practices.

DESPERADO STEWARDSHIP ROAD MAINTENANCE REQUIREMENTS
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- 3.5 Culverts designated for removal/disposal shall become the property of the Contractor and shall be disposed of properly.
- 3.6 Temporary culverts provided by the USFS shall remain the property of the government.
- 3.7 Bridges. Any miscellaneous parts needing repair or replacement during normal use of any bridge during haul shall be considered maintenance. This includes minor items such as object markers, running planks that have loosened or cracked deck boards, or drainage structures which may become plugged. Bridge decks that are dirt and dust covered shall be cleaned to allow for proper drainage and for safety of the user.

T-8350 Roadway Drainage Maintenance

DESCRIPTION

- 1.1 This work consists of providing Post Haul drainage on roads.

MATERIALS

- 2.1 All Materials used in the maintenance and/or installation/removal of Drainage Structures shall conform by type and specification to the Material in the structure being maintained, or as indicated in subsection 3.3.

REQUIREMENTS

- 3.1 Upon completion of work, shape the roadway to provide for the removal of surface water. The roadway need not be passable to vehicles (ML-1 roads). Repair and reinstall waterbars, barriers or berms existing prior to the Contractor's operation. Areas where water is ponded by existing centerline profile sags in through cuts may be left untreated.
- 3.2 Any of the following methods are acceptable for use at eroded or rutted locations:
- (a) Method A: Outsloping the roadbed at not less than ½ inch per yard of width.
 - (b) Method B: Insloping the roadbed at not less than ½ inch per yard of width.
 - (c) Method C: Water bar roadbed at locations staked on the ground and construct as shown on the enclosed detail.
 - (d) Method D: Crown the roadbed as shown in the attached detail as the typical section for that length of road.
- 3.3 Drainage structures located in roadbed through fills and natural watercourses shall be fully functional without obstructions, including inlet and outlet channel within 20 feet of the structure.
- 3.4 Entrance Devices. Upon completion of work, replace entrance devices to effectively eliminate access by motorized vehicles (ML-1).
- 3.5 Seed and fertilize all disturbed areas in accordance with requirements set forth in T-8410 Vegetation Establishment.

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T-8360 Composite High Clearance Road Maintenance

DESCRIPTION

- 1.1 This work consists of making limited use roads passable for project use by Contractor and providing drainage from the traveled way and roadbed.

MATERIALS

- 2.1 Required materials are listed in subsection 3.2.

REQUIREMENTS

3.1 Traveled Way

A. Contractor may smooth or fill existing cross ditches and waterbars and, by agreement, modify existing road junction to enable vehicle access. Prior to beginning haul and resumption of haul after an extended stoppage:

1. Remove brush, fallen trees, rocks, and other debris from traveled way, including turnouts, turnarounds, and other locations that interfere with needed maintenance. No object extending over 4 inches above the road surface shall remain within the 12 feet usable traveled way.
2. Center the usable width of the roadbed or position away from the fill slope.
3. Cut and remove standing or down trees, logs, brush, and limbs from within the 12 feet usable traveled way. Remove encroaching limbs to a height of 14 feet above the traveled way surface. Scatter material not meeting utilization standards outside and below the roadbed on the fill side. Limb and remove designated timber which meets utilization standards or deck at agreed locations.
4. Place all removed material away from drainages and in locations previously agreed to in writing by the FSR.
5. During use, maintain drainage structures including dips, ditches and culverts in a usable condition and surface in a flat, Insloped or Outsloped, or Crowned usable condition.

3.2 Drainage Facilities. Clean and recondition drainage facilities in accordance with T-8310 Ditch Cleaning and T-8340 Drainage Structure Maintenance. **Maintain all other structures per 3.1, item 5 above within termini indicated in CT5.31# Summary Table.**

3.3 Slough and Slides

1. Slough and Slides may be left in place provided surface drainage is adequately provided and at least 12 feet of width is available for vehicle passage.
2. Contractor may reposition or ramp over Slides and Slough when the Traveled Way is less than 12 feet providing the material is capable of supporting vehicles. Limit Outslope to no more than six percent.
3. Reposition Slough or Slide materials, which are not capable of supporting a vehicle, on

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the roadbed to provide the 12 feet width. When directed by Forest Service, Slough or Slide material will be removed under Section T-8320 Slide, Slump, and Erosion Repair.

3.4 Slumps, Eroded areas, and Washouts

1. Drain the roadbed immediately upgrade of Slumps and longitudinal cracks to prevent water from entering Slump area.
2. Slumps and longitudinal cracks at the edge of the roadbed shall not be considered a part of the usable width. Usable width may be reduced to ten feet in the area of the Slump.
3. Unless Forest Service agrees to material being placed on Slumps, ramp the Slumps on both ends into undisturbed roadbed to provide at least ten feet usable width. Use removed materials to guide vehicles to the ramp location or to aid in draining the area.
4. Eroded areas/washouts may be filled with suitable material and compacted by operating equipment over the fill area.

3.5 Posthaul

A. At the end of hauling or prior to entering into seasonal shutdowns or a period of extended inactivity:

1. Shape the traveled way and disturbed roadbed to provide functional drainage.
2. Reinstall removed cross ditches and waterbars and provide any additional drainage structures necessary to offset changes caused through use and maintenance.
3. Leave roads useable for high clearance vehicles. Remove or reshape Contractor modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.
4. Close all roads which were closed previously, using prior existing methodology.

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

- 2.1** 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.

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- 3.2 Vegetative matter removed from the clearing limits shall be scattered outside the clearing limits at least 3 (and lopped to within 3 feet of ground) 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-8620 Miscellaneous Maintenance

DESCRIPTION

- 1.1 Maintenance of miscellaneous structures includes cattle guards, gates (this includes all types of closure devices such as logs, rocks, dirt berms, dirt and slash berms, metal gates, etc.), signs, and other similar structures that have been previously installed to insure safe and efficient operation of the road.

MATERIALS

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

REQUIREMENTS

- 3.1 Cattle guards. Loose rails shall be welded or bolted back in place.
Excess Material carried into the cattle guard shall be removed when drainage is blocked or when it reaches six inches from the bottom of the cattle guard frame. Drainage into and from the cattle guard shall be kept open.
- 3.2 Gates (and other closure devices). Gates shall be kept in good repair and made to swing easily. Hinges or latches shall be repaired if not operating properly. Brush and debris shall be removed from within the swinging radius. Weathered berms or wood piles shall be reconstructed to a height which discourages use and blocks the road.
- 3.3 Signs. Any signs needing repair or replacement shall be installed per sign placement detail or MUTCD direction. All roads shall have legible sign numbers. ML 3-5 roads shall have horizontal numbering and ML 1-2 roads shall have vertical numbers. The material used shall be as directed by the Forest Service Representative. All new signs must meet retro reflectivity requirements.

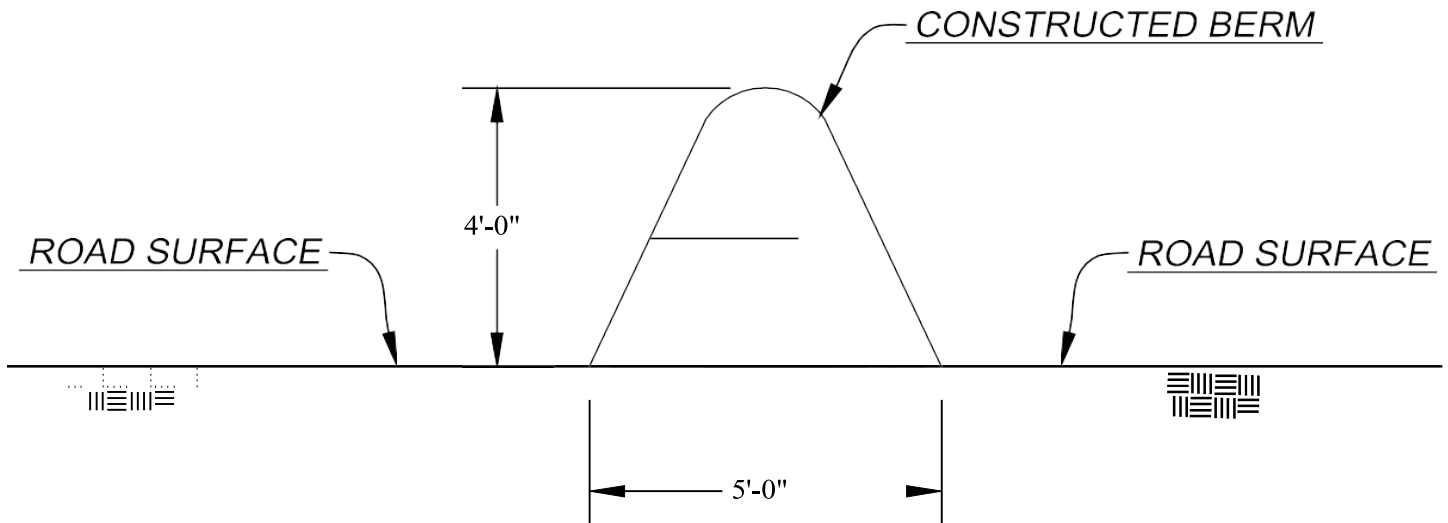
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Road Number	Road Name	Location	Remove/Install	Type of Item	Size	Quantity
210-B	FR 210-B	1/	Install	Earthen Berm ^{2/}	3/	1
210-C	FR 210-C	1/	Install	Earthen Berm	3/	1
210-D	FR 210-D	1/	Install	Earthen Berm	3/	1
210-E	FR 210-E	1/	Install	Earthen Berm ^{2/}	3/	1
213	FR 213	1/	Install	Earthen Berm ^{2/}	3/	1
354	FR 354	AT SECTION 18 PIT	Maintain Gate	FS Gate	Existi ng	

^{1/}At location Designated by Forest Service

^{2/} OHV passable berm

^{3/} Per Typical Drawing—Earthen Berms/Road Closure Devices



NOTE:

BERM TO BE CONSTRUCTED AFTER SALE IS COMPLETED WITH ROCKS/BOULDERS, LOGGING SLASH, CULL LOGS, STUMPS AND EARTH. AS SHOWN IN ABOVE DRAWING, DO NOT DIG DITCHES ON EITHER SIDE OF BERM FOR BORROW MATERIAL TO CONSTRUCT BERM.

TYPICAL BERM DETAIL
NOT TO SCALE

Ottawa National Forest
Bergland Ranger District

Specified Road Plan for Desperado Stewardship prepared by:

Grayson Nordin 12/12/24

GRAYSON NORDIN
Civil Engineering Technician

12/12/2024 _____
Date

DESPERADO STEWARDSHIP
SPECIFIED ROAD SCHEDULE OF ITEMS

SAMPLE CONTRACT

Item Number	Item Description & Milepost	C or R ¹	Road Std. W,D,S ²	Unit & M of M ³	Quantity	Unit Allowance	Estimated Allowance
	ADJACENT TO FR 210	R	D				
MP 1.09 Left							
249 03	Reconstruct and expand existing truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
MP 0.0-0.01							
301 15	Load, haul and place 30 CY of crushed aggregate to surface approach and surfacing over entrance. (39 CY loose material)			CY DQ	30	\$ 18.00	\$ 540.00
MP 2.14 Left							
249 03	Construct new truck turnaround.			LS DQ	1	\$ 500.00	\$ 500.00
MP 0.0-0.01							
301 15	Load, haul and place 30 CY of crushed aggregate to surface approach and surfacing over entrance. (39 CY loose material)			CY DQ	30	\$ 18.00	\$ 540.00
MP 2.86 Left							
249 03	Construct new truck turnaround.			LS DQ	1	\$ 500.00	\$ 500.00
MP 0.0-0.01							
301 15	Load, haul and place 30 CY of crushed aggregate to surface approach and surfacing over entrance. (39 CY loose material)			CY DQ	30	\$ 18.00	\$ 540.00
FR 210 TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS						\$ 2,920.00	
	FR 210-B	R	W				
MP 0.0-0.55							
303 15	Remove brush from shoulders and ditches, restore original template and re-establish crown to travel way. Re-establish ditches as required to provide drainage.			Mile DQ	0.55	\$ 4,000.00	\$ 2,200.00
MP 0.53 Left							
249 03	Construct new truck turnaround.			LS DQ	1	\$ 500.00	\$ 500.00
FR 210-B TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS						\$ 2,700.00	

¹C = Construction, R = Reconstruction

²W = Winter, D = Dry Summer, S = Summer

³Method of Measure

DESPERADO STEWARDSHIP
SPECIFIED ROAD SCHEDULE OF ITEMS

SAMPLE CONTRACT

Item Number	Item Description & Milepost	C or R ¹	Road Std. W,D,S ²	Unit & M of M ³	Quantity	Unit Allowance	Estimated Allowance
	FR 210-C	R	W				
MP 0.0-0.20							
303 15	Remove brush from shoulders and ditches, restore original template and re-establish crown to travel way. Re-establish ditches as required to provide drainage.			Mile DQ	0.2	\$ 4,000.00	\$ 800.00
MP 0.17 Left							
249 03	Construct new truck turnaround.			LS DQ	1	\$ 500.00	\$ 500.00
FR 210-C TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS							\$ 1,300.00
	FR 210-D	R	W				
MP 0.0-0.76							
303 15	Remove brush from shoulders and ditches, restore original template and re-establish crown to travel way. Re-establish ditches as required to provide drainage.			Mile DQ	0.76	\$ 4,000.00	\$ 3,040.00
MP 0.05							
249 03	Construct approximately 50' of inlet & outlet ditches to re-route flow into pipe. Utilize excavated material for fill over pipe.			LS DQ	1	\$ 300.00	\$ 300.00
602 01	Furnish and install 30' of 18" HDPE smooth lined corrugated culvert pipe.			FT DQ	30	\$ 34.00	\$ 1,020.00
MP 0.39 Right							
249 03	Construct new truck turnaround.			LS DQ	1	\$ 500.00	\$ 500.00
MP 0.45							
602 01	Furnish and install 30' of 36" HDPE smooth lined corrugated culvert pipe.			FT DQ	30	\$ 75.00	\$ 2,250.00
MP 0.46 Right							
209 01	Place local borrow for fill over culvert and to re-establish travelway. Obtain local borrow from adjacent borrow pit.			LS DQ	1	\$ 800.00	\$ 800.00
FR 210-D TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS							\$ 7,910.00

¹C = Construction, R = Reconstruction

²W = Winter, D = Dry Summer, S = Summer

³Method of Measure

DESPERADO STEWARDSHIP
SPECIFIED ROAD SCHEDULE OF ITEMS

SAMPLE CONTRACT

Item Number	Item Description & Milepost	C or R ¹	Road Std. W,D,S ²	Unit & M of M ³	Quantity	Unit Allowance	Estimated Allowance
	FR 210-D1	C	W				
	MP 0.0-0.30						
249 02	Clear, grub and construct new road segment. Shape and grade to match the typical drawings.			Mile DQ	0.3	\$ 8,000.00	\$ 2,400.00
	MP 0.30-0.39	R	W				
303 15	Re-establish existing roadway; Clear and grub ROW, regrade and widen to establish the cross section as shown in the typical drawings.			Mile DQ	0.09	\$ 4,000.00	\$ 360.00
	MP 0.36 Right						
249 03	Construct new truck turnaround.			LS DQ	1	\$ 500.00	\$ 500.00
FR 210-D1 TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS							\$ 3,260.00
	FR 210-E	R	D				
	MP 0.0-0.67						
303 15	Remove brush from shoulders and ditches, restore original template and re-establish crown to travel way. Re-establish ditches as required to provide drainage.			Mile DQ	0.67	\$ 4,000.00	\$ 2,680.00
	MP 0.0-0.01						
301 15	Load, haul and place 30 CY of crushed aggregate to surface approach and surfacing over entrance. (39 CY loose material)			CY DQ	30	\$ 18.00	\$ 540.00
	MP 0.43 Left						
249 03	Reconstruct and expand existing truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
	MP 0.67 Left						
249 03	Reconstruct and expand existing truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
FR 210-E TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS							\$ 3,820.00

¹C = Construction, R = Reconstruction

²W = Winter, D = Dry Summer, S = Summer

³Method of Measure

DESPERADO STEWARDSHIP
SPECIFIED ROAD SCHEDULE OF ITEMS

SAMPLE CONTRACT

Item Number	Item Description & Milepost	C or R ¹	Road Std. W,D,S ²	Unit & M of M ³	Quantity	Unit Allowance	Estimated Allowance
	FR 210-E1	R	D				
MP 0.0-0.24							
303 15	Remove brush from shoulders and ditches, restore original template and re-establish crown to travel way. Re-establish ditches as required to provide drainage.			Mile DQ	0.24	\$ 4,000.00	\$ 960.00
MP 0.22 Right							
249 03	Reconstruct and expand existing truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
FR 210-E1 TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS							\$ 1,260.00
	FR 213	R	D				
MP 0.0-1.11							
303 15	Remove brush from shoulders and ditches, restore original template and re-establish crown to travel way. Re-establish ditches as required to provide drainage.			Mile DQ	1.11	\$ 4,000.00	\$ 4,440.00
MP 0.0-0.01							
301 15	Load, haul and place 30 CY of crushed aggregate to surface approach and surfacing over entrance. (39 CY loose material)			CY DQ	30	\$ 18.00	\$ 540.00
MP 0.98 Right							
249 03	Reconstruct and expand road intersection for truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
FR 213 TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS							\$ 5,280.00
	FR 213-A	R	D				
MP 0.0-0.71							
303 15	Remove brush from shoulders and ditches, restore original template and re-establish crown to travel way. Re-establish ditches as required to provide drainage.			Mile DQ	0.71	\$ 4,000.00	\$ 2,840.00
MP 0.69 Right							
249 03	Reconstruct and expand road intersection for truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
FR 213-A TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS							\$ 3,140.00

¹C = Construction, R = Reconstruction

²W = Winter, D = Dry Summer, S = Summer

³Method of Measure

**DESPERADO STEWARDSHIP
SPECIFIED ROAD SCHEDULE OF ITEMS**

SAMPLE CONTRACT

Item Number	Item Description & Milepost	C or R ¹	Road Std. W,D,S ²	Unit & M of M ³	Quantity	Unit Allowance	Estimated Allowance
	FR 213-A2	R	D				
MP 0.0-0.03							
249 03	Reconstruct and expand road intersection for truck turnaround			LS DQ	1	\$300.00	\$300.00
FR 213-A2 TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS							\$300.00
	FR 213-E	R	D				
MP 0.0-0.23							
303 15	Remove brush from shoulders and ditches, restore original template and re-establish crown to travel way. Re-establish ditches as required to provide drainage.			Mile DQ	0.23	\$ 4,000.00	\$ 920.00
MP 0.21 Left							
249 03	Reconstruct and expand existing truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
FR 213-E TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS							\$ 1,220.00
DESPERADO STEWARDSHIP TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS							\$33,110.00

¹C = Construction, R = Reconstruction

²W = Winter, D = Dry Summer, S = Summer

³Method of Measure

DESPERADO STEWARDSHIP SPECIFIED ROADWORK NOTES

NOTE: There are underground utilities throughout this project. Call **MISS DIG THREE** full working days before any work begins. Phone 1-800-482-7171.

NOTE: During gravel hauling operations, “safety” signs shall be placed as directed by the Forest Service. See Contract Area Map for specific sign locations and Traffic Control Plan for sign size and type.

NOTE: Clearing and grubbing shall be done in accordance with supplemental specifications 249.02 and 249.04.

NOTE: All finished roadbeds shall be as shown in the typical drawings on page SR-19 and SR-20.

NOTE: **150 CY of crushed aggregate** is required for specified roadwork. This volume plus the normal compaction factor of 130% computes to a loose volume of 195 CY. Material may be taken from **Section 18 pit**, located in **T49N, R42W, Section 18 on FR 354**. Some pit development may be required and is considered incidental to associated items. Compaction shall be Method A.

NOTE: Culvert installation includes: Excavation, preparing the foundation, and backfilling.

DESPERADO STEWARDSHIP SPECIFICATION LIST

The Forest Service, US Department of Agriculture has adopted FP-14 for construction of National Forest System Roads. FP-14 Standard Specifications are available on-line at <https://flh.fhwa.dot.gov/resources/specs/>. Forest Service Supplemental Specifications to FP-14 are included in the contract.

Road Numbers:		ADJ. TO 210	210-B	210-C	210-D	210-D1	210-E	
	Mileposts:	N/A	0.0-0.55	0.0-0.20	0.0-0.76	0.0-0.39	0.0-0.67	
	Construction Miles: Reconstruction Miles:	N/A	0.55	0.20	0.76	0.30 0.09	0.67	
FP-14 Spec. No.	Title							Latest Revised Edition
101 thru 109	General Requirements	X	X	X	X	X	X	2014
209	Structure Excavation and Backfill				X			2014
301	Untreated Aggregate Courses	X					X	2014
303	Road Reconditioning		X	X	X	X	X	2014
602	Culverts and Drains				X			2014
FSSS Spec. No.	Title							Latest Revised Edition
101 thru 109	General Requirements	X	X	X	X	X	X	2017
249	Composite Road Construction	X	X	X	X	X	X	2014
301	Untreated Aggregate Courses	X					X	2017

Road Numbers:		210-E1	213	213-A	213-A2	213-E	
	Mileposts:	0.0-0.24	0.0-1.11	0.0-0.71	0.0-0.03	0.0-0.23	
	Construction Miles: Reconstruction Miles:	0.24	1.11	0.71	0.03	0.23	
FP-14 Spec. No.	Title						Latest Revised Edition
101 thru 109	General Requirements	X	X	X	X	X	2014
209	Structure Excavation and Backfill						2014
301	Untreated Aggregate Courses		X		X		2014
303	Road Reconditioning	X	X	X		X	2014
602	Culverts and Drains						2014
FSSS Spec. No.	Title						Latest Revised Edition
101 thru 109	General Requirements	X	X	X	X	X	2017
249	Composite Road Construction	X	X	X	X	X	2014
301	Untreated Aggregate Courses		X		X		2017

DESPERADO STEWARDSHIP

FOREST SERVICE SUPPLEMENTAL SPECIFICATIONS TO FP-14

Preface

Delete all but the first paragraph and add the following:

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

101 - Terms, Format, and Definitions

Add the following paragraph to Subsection 101.01:

101.01 Meaning of Terms.

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

Add the following paragraph to Subsection 101.01:

101.01 Meaning of Terms.

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

Add the following to Subsection 101.03:

101.03 Abbreviations.

(a) Acronyms.

AGAR — Agriculture Acquisition Regulations

AFPA — American Forest and Paper Association

FSAR — Forest Service Acquisition Regulations

MSHA — Mine Safety and Health Administration

NESC — National Electrical Safety Code

WCLIB — West Coast Lumber Inspection Bureau

(f) Miscellaneous unit abbreviations.

MP — milepost location

ppm — parts per million volume

STA — station location

Make the following changes to Subsection 101.04:

101.04 Definitions.

Delete these definitions and replace the following:

Bid Schedule — The Schedule of Items.

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

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

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

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

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

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

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

Add the following definitions:

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

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

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

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

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

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

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

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

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

Utilization Standards — The minimum size and percent soundness of trees described in the specifications to determine merchantable timber.

102 - Bid, Award, and Execution of Contract

Delete Section 102 in its entirety.

Delete Section 102.

103 - Scope of Work

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

Delete Subsections 103.02, 103.03, 103.04, 103.05.

104 - Control of Work

Delete Subsections 104.01, 104.02, and 104.04.

Delete Subsections 104.01, 104.02, 104.04.

Delete Subsection 104.03 and replace with the following:

104.03 Specifications and Drawings.

Refer to B(T) 5.211 in the 2400-6(T)) or F(T).2.1.1 in the 2400-13(T) contracts for requirements under this subsection.

Add the following to Subsection 104.06:

104.06 Use of Roads by Contractor.

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

105 - Control of Material

Add the following to Subsection 105.02(a):

105.02(a) Government-provided sources.

Government-provided sources for this project are identified as follows:

(1) Government-provided mandatory sources.

Pay Item	Description	Material source number or name
30115	Crushed Aggregate	Section 18 pit

106 - Acceptance of Work

Delete Subsection 106.01 and replace with the following:

106.01 Conformity with Contract Requirements.

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

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

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

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

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

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

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

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

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

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

1. Sampling method;
2. Number of samples;
3. Sample transport;
4. Test procedures;
5. Testing laboratories;
6. Reporting;
7. Estimated time and costs; and
8. Validation process.

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

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

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

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

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

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work,

quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

Delete Subsection 106.02 and replace with the following:

106.02 Visual Inspection.

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

Delete Subsection 106.07.

106.07 Partial and Final Acceptance.

107 - Legal Relations and Responsibility to the Public

Delete Subsection 107.05.

Delete Subsection 107.05.

Delete Subsection 107.08 and replace with the following:

107.08 Sanitation, Health, and Safety.

Refer to specific provisions under B(T) 6.0 in the 2400-6(T) or G(T).0 in the 2400-13(T) contracts for requirements under this subsection.

108 - Prosecution and Progress

Delete Section 108 in its entirety.

Delete Section 108.

109 - Measurement and Payment

Delete Subsections 109.06, 109.07, 109.08, and 109.09:

Delete Subsections 109.06, 109.07, 109.08, 109.09.

Add the following sentence to Subsection 109.02(b):

109.02 Measurement Terms and Definitions.

(b) Contract quantity.

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

155 - Schedules for Construction Contracts

Delete Section 155 in its entirety.

Delete Section 155.

249 – Composite Road Construction

249.01 Description

This work consists of clearing and grubbing, excavation and embankment, and removal of all construction slash including all trees designated for removal. Excavation and embankment includes on site borrow excavation; drainage excavation; placing all excavated material; and shaping the roadway; including approaches, turnarounds, ditches and drainage dips. Construct the roadway in conformance with the dimensions “shown on the plans” or as staked on the ground.

249.02 Clearing and Disposal

Protect construction stakes and construction control markers. Remove or treat all trees, snags, downed timber, brush, and stumps within the clearing limits according to the following specifications.

- (a) Merchantable Timber. Treat according to the Utilization Standards of the Timber Sale Contract.
- (b) Unmerchantable Timber. Treat according to Subsection 249.02 Method A.
- (c) Large Construction Slash. Treat construction slash larger than 3 inches in diameter and longer than 3 feet by one or more of the following methods.
 - (1) Method A. Construction slash shall be scattered outside the clearing limits without damaging trees outside the clearing area. Logs shall be placed away from trees, positioned so that they will not roll, not placed on top of one another or left leaning on other trees. Scattered stumps shall be placed in an upright position.
 - (2) Method B. Stumps, roots, rocks, topsoil and other grubbing debris shall be concentrated in stump dump areas. Stump dump areas shall be located by the Engineer, be a maximum of 300 feet apart along the road centerline, and generally be located in natural depressions or tucked away behind denser vegetation or ground rises. Stump dumps will vary in size depending on each site, but shall not be closer than 10 feet outside of the clearing limits. Stump dump material shall be matted down as much as possible and shall not obstruct natural drainages.
- (d) Small Construction Slash. Construction slash less than 3 inches in diameter and less than 3 feet in length may be incorporated into embankments so long as the material is distributed so that it does not result in concentrations or matting.

Immediately remove slash deposited in stream courses.

249.03 Pioneering

Do not undercut the final back slope during pioneer operations. Deposit material inside the roadway limits. Do not restrict drainages.

249.04 Grubbing.

Grub within the specified limits. Stumps outside the grubbing limits remain if cut no higher than 1 foot or one-third of the stump diameter, whichever is greater, above the original ground, measured on the

uphill side, unless otherwise designated. Grub all stumps from the Roadway, or stumps that have less than 1 foot of cover, in the Fill slopes, providing they do not interfere with the placement or compaction of embankments.

249.05 Excavation and Embankment.

Construct the roadway to conform to the typical sections shown on the plans. Protect backslopes from being undercut. Embankment shall be placed in layers no more than 12 inches thick.

Locate and use borrow material, and remove and treat unsuitable excess material, as designated.

Place rocks that are too large to be incorporated in the embankment outside the traveled way on the downhill side such that they will not roll, obstruct drainage, or hinder roadbed use and maintenance.

Shape and finish the roadbed to the condition ordinarily accomplished by a crawler tractor with dozer blade to provide drainage of surface water. Do not permit individual rocks to protrude more than 4 inches above the subgrade of the roadbed. A motor grader finish is not required.

Observe a width tolerance of (+) 18 inches max. for the roadbed.

Where shown on the drawings or designated on the ground, offtake ditches shall be constructed to drain water away from the roadbed.

249.06 Erosion Control.

Perform erosion control measures, where shown on the drawings, or staked on the ground.

249.07 Method.

Measure the section 249 items listed in the schedule of items according to subsection 109.02

Payment

249.08 Basis.

The accepted quantities will be paid at the contract price per unit of measurement for Section 249 pay items listed in the Bid Schedule. Payment will be full compensation for the work prescribed in this section. See Subsection 109.05

301 - Untreated Aggregate Courses

Add the following to Subsection 301.03:

301.03 General.

Written approval of the roadbed is required before placing aggregate.

For pit run or grid-rolled material, furnish material smaller than the maximum size, no gradation will be required otherwise. After processing on the road, remove all oversize material from the road and dispose as directed by the CO.

Provide additives or binder, if required, at the proportions specified.

Develop and use Government furnished sources according to Section 105.

If the aggregate is produced and stockpiled before placement, handle and stockpile according to Section 314.

Delete Subsection 301.05 and replace with the following:

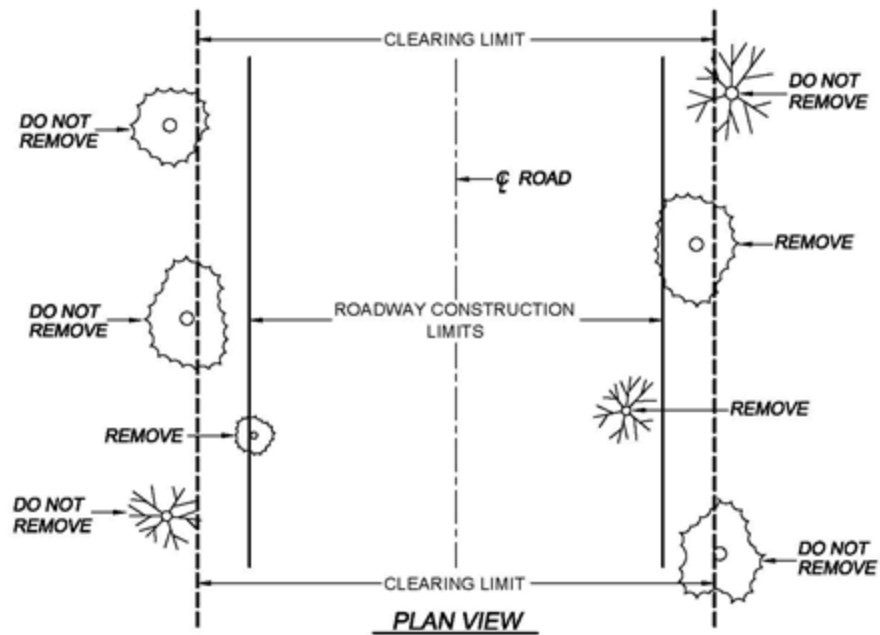
301.05 Compacting.

Compact each layer full width. Roll from the sides to the center, parallel to the centerline of the road. Along curbs, headers, walls, and all places not accessible to the roller, compact the material with approved tampers or compactors.

Compact the aggregate using one of the following methods as specified:

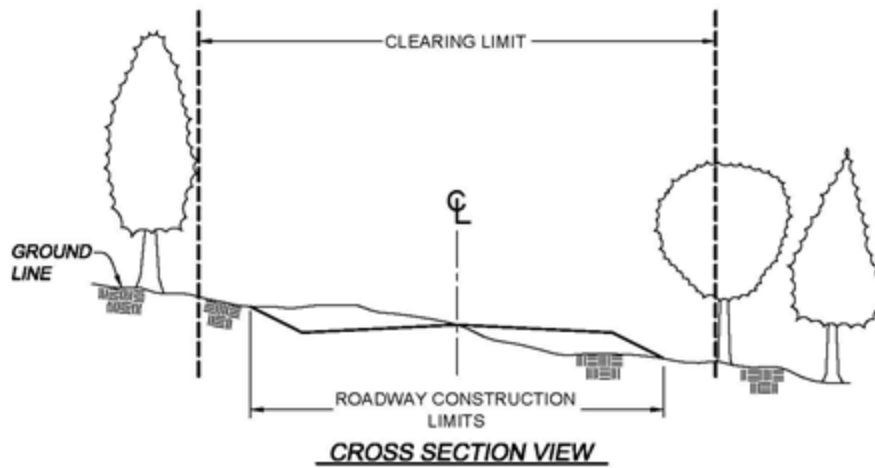
- (a) **Compaction A.** Operating spreading and hauling equipment over the full width of the travelway.
- (b) **Compaction B.** Operate rollers and compact as specified in Subsection 204.11(a)(1).
- (c) **Compaction C.** Moisten or dry the aggregate to a uniform moisture content between 5 and 7 percent based on total dry weight of the mixture. Operate rollers and compact as specified in Subsection 204.11(a)(1).
- (d) **Compaction D.** Compact to a density of at least 95 percent of the maximum density, as determined by AASHTO T 99, method C or D.
- (e) **Compaction E.** Compact to a density of at least 95 per-cent of the maximum density, as determined by AASHTO T 180, method C or D.

For all compaction methods, blade the surface of each layer during the compaction operations to remove irregularities and produce a smooth, even surface. When a density requirement is specified, determine the in place density and moisture content according to AASHTO T 310 or other approved test procedures.

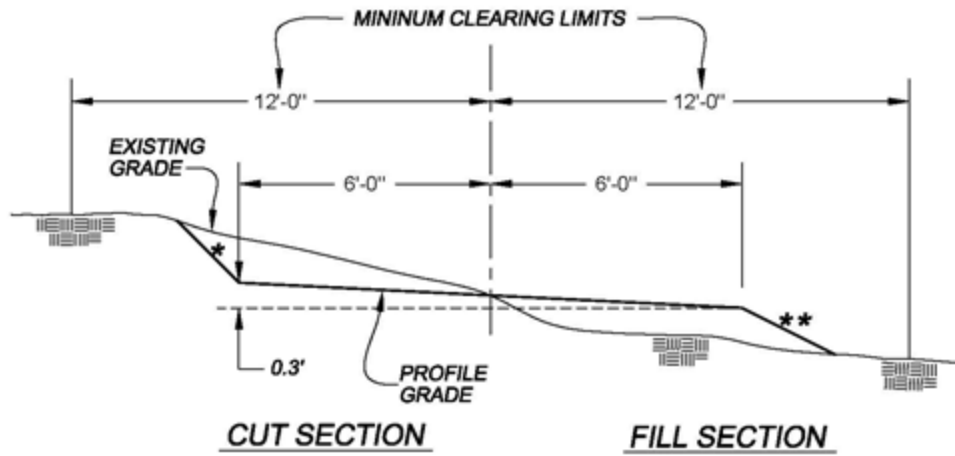


NOTE: TREES ON THE CLEARING LIMIT LINE ARE TO REMAIN UNLESS OTHERWISE DESIGNATED BY THE ENGINEER.

NOTE: YELLOW PAINT INDICATES TREES TO BE REMOVED.



CONSTRUCTION STAKING
NOT TO SCALE

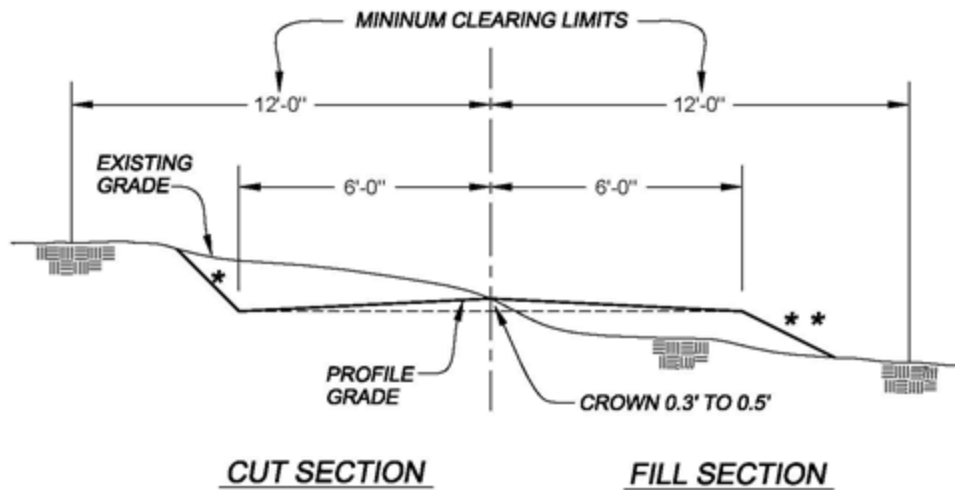


TYPICAL OUTSLOPE DETAIL

NOT TO SCALE

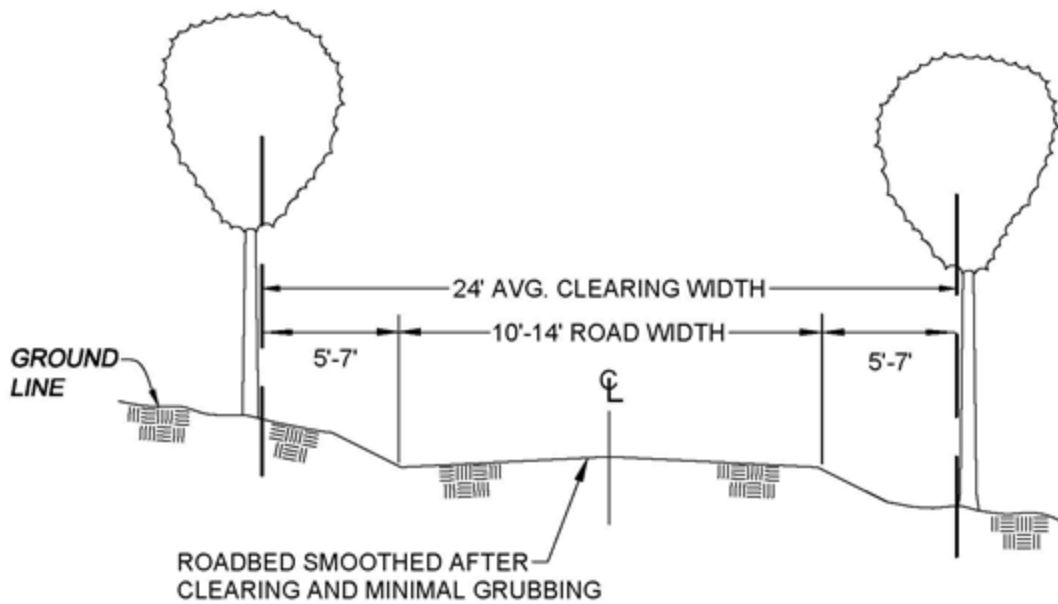
*BACKSLOPE AND DITCH SLOPES MAY VARY FROM 1H:1V TO 2H:1V WHEN CUTS ARE UNDER 2 FT. CUTS OVER 2 FT. SHALL HAVE SLOPES OF 2H:1V

**FILL SLOPES MAY VARY FROM 1-1/2H:1V TO 3H:1V



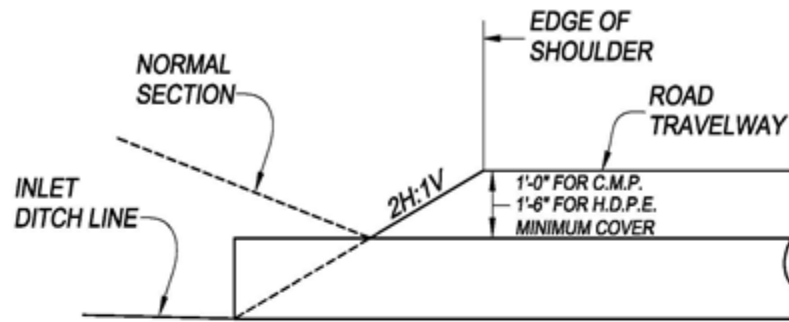
TYPICAL CROSS SECTION CROWN NO DITCHES

NOT TO SCALE



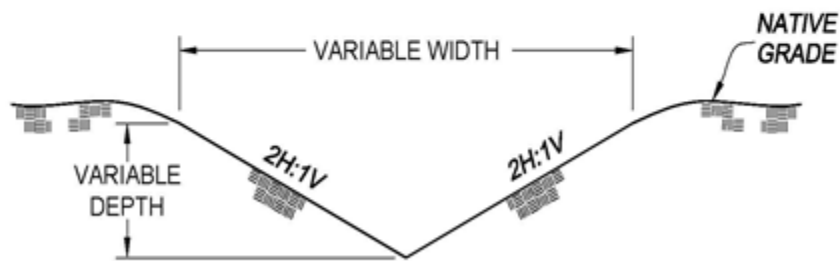
CROSS SECTION VIEW

WINTER ONLY ROAD STANDARD
NOT TO SCALE



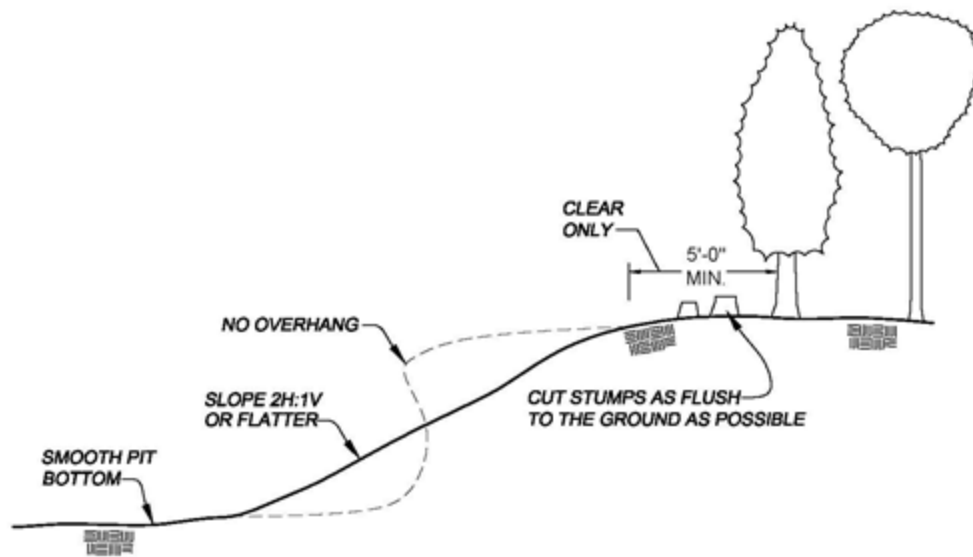
TYPICAL DITCH SECTION AT CULVERT INLET

NOT TO SCALE



TYPICAL INLET AND OUTLET DITCH SECTION

NOT TO SCALE



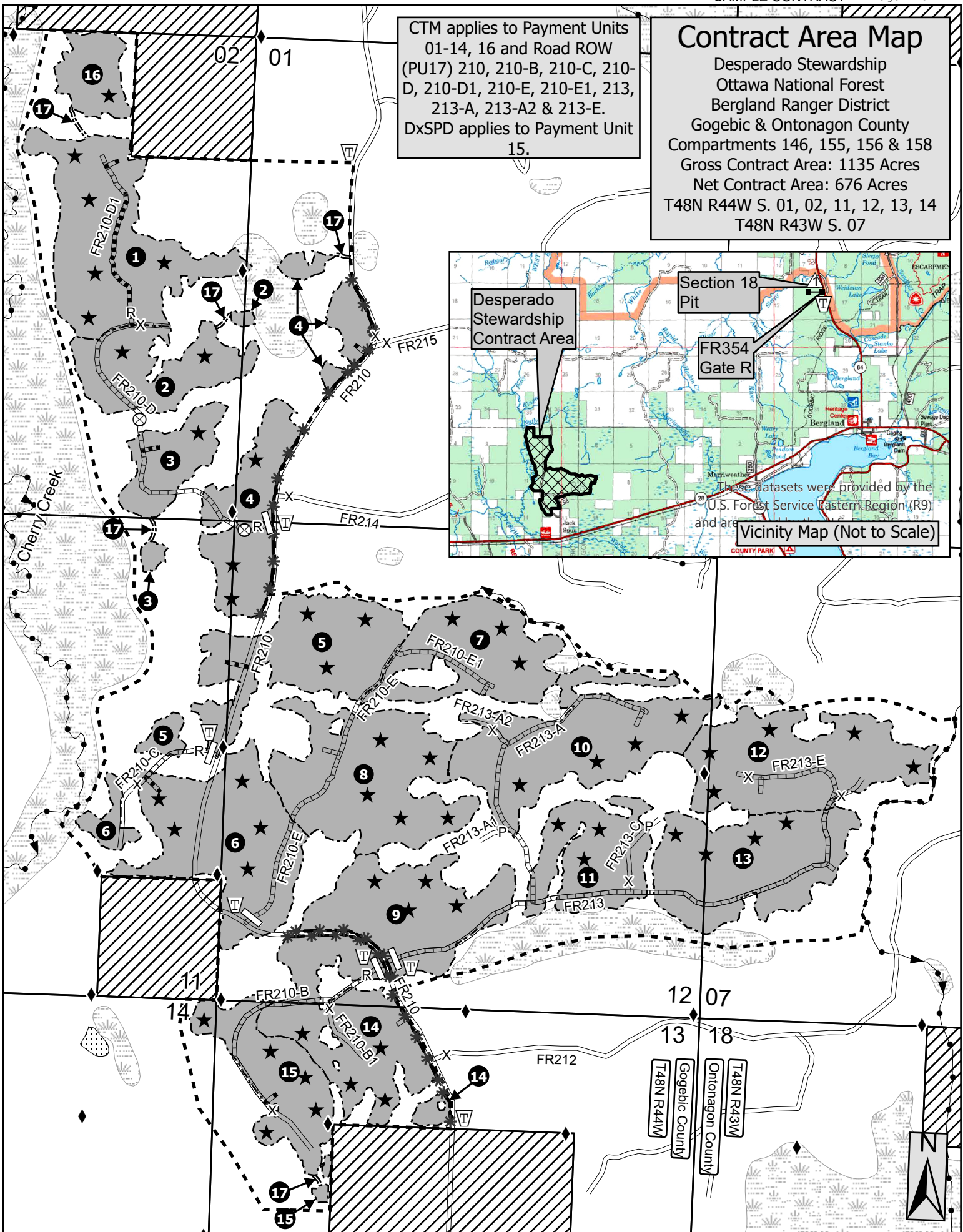
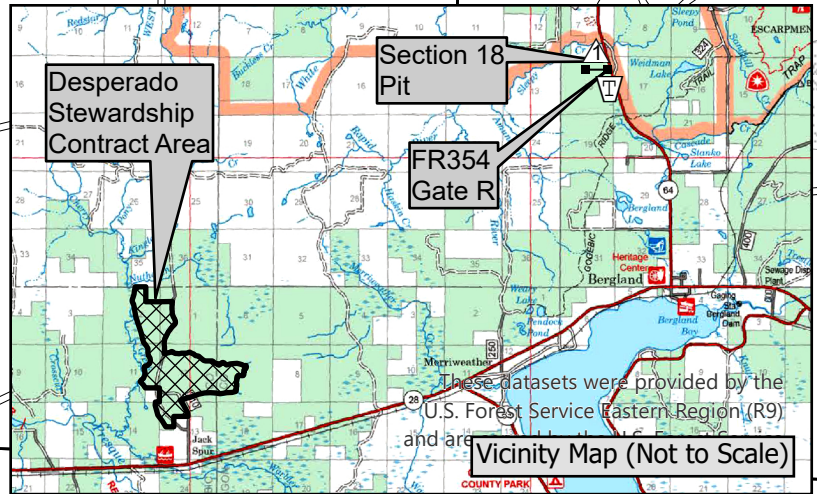
NOTE: TOPS, STUMPS AND TRUNKS SHALL BE DISPOSED OF AS DIRECTED BY THE ENGINEER. STUMPS SHALL BE SEVERED FROM ALL TREES. ALL TIMBER SHALL REMAIN PROPERTY OF THE GOVERNMENT. OVERSIZED ROCK SHALL BE DISPOSED OF IN EXISTING PILES OR AS DIRECTED BY THE ENGINEER. SMOOTH PIT BOTTOM TO REDUCE THE COLLECTION OF WATER. HAUL ROADS SHALL BE MADE SMOOTH AND REPAIRED OF DAMAGE CAUSED BY THE CONTRACTORS HAULING OPERATION OR EQUIPMENT.

BORROW PIT CLEAN UP

CTM applies to Payment Units
01-14, 16 and Road ROW
(PU17) 210, 210-B, 210-C, 210-
D, 210-D1, 210-E, 210-E1, 213,
213-A, 213-A2 & 213-E.
DxSPD applies to Payment Unit
15.





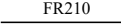
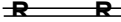
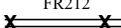
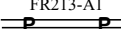
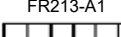
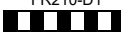
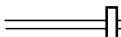







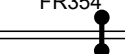
Contract Area Map

Desperado Stewardship
Ottawa National Forest
Bergland Ranger District
Gogebic & Ontonagon County
Compartments 146, 155, 156 & 158
Gross Contract Area: 1135 Acres
Net Contract Area: 676 Acres
T48N R44W S. 01, 02, 11, 12, 13, 14
T48N R43W S. 07



**CONTRACT AREA MAP
OTTAWA NATIONAL FOREST
DESPERADO STEWARDSHIP**

LEGEND

-  Contract Area Boundary, BT1.1
-  Payment Unit Boundary, BT1.1
-  Payment Unit Number, BT1.1
-  Discernable Payment Unit Boundary, BT 1.1
- CTM** Cut Tree Marked Prior to Advertisement, BT2.35, CT2.355#, CT6.412
- DxSPD** Designation By Species and Diameter, CT2.352#
-  Existing Transportation System Road, BT5.12, BT6.22
-  Existing Transportation System Road, Use Restricted, BT5.12, CT5.12#, BT6.22
-  Existing Transportation System Road, Hauling Prohibited, BT5.12, CT5.12#, BT6.22
-  Existing Transportation System Road, Use Prohibited, BT5.12, CT5.12#, BT6.22
-  Specified Road Reconstruction, AT7, BT5.2, BT5.23, BT6.22, BT6.222, BT6.361
-  Specified Road Construction, AT7, BT5.2, BT5.23, BT6.22, BT6.222, BT6.361
-  Purchaser Install Berm on System Road, CT5.31#, T-8620, BT6.22
-  Stream course Protection, BT6.5 (block represents upper stream limit; arrow indicates flow direction)
-  Specified Road Construction/Reconstruction, AT7, BT5.2, BT5.23, BT6.22, BT6.222, BT6.361 (Culvert installation)
-  Traffic Control Device, BT6.33 (Safety)
-  Protection of Land Survey Monuments (Monumented Corner), BT6.23
-  Material Source, Crushed Aggregate/Pit Run, CT5.221# (Section 18 Pit, T49N R42W S.18)
-  Other Ownership, CT6.7#
-  Wetlands Protection, BT6.62, CT6.62#
-  Existing GATE, BT6.22, CT5.31# (T-8620)

Symbols Specific to Service Work Items

-  Wildlife Brush piles (Approximate Location), WL-01 through WL-16; BT6.9, CT6.9#

Desperado Stewardship Wildlife Projects

Project Number	Bid Items	Units of Measure	# of Brush Piles
WL-01	Brush pile creation in payment unit 1	Each	5
WL-02	Brush pile creation in payment unit 2	Each	2
WL-03	Brush pile creation in payment unit 3	Each	1
WL-04	Brush pile creation in payment unit 4	Each	3
WL-05	Brush pile creation in payment unit 5	Each	3
WL-06	Brush pile creation in payment unit 6	Each	5
WL-07	Brush pile creation in payment unit 7	Each	3
WL-08	Brush pile creation in payment unit 8	Each	5
WL-09	Brush pile creation in payment unit 9	Each	4
WL-10	Brush pile creation in payment unit 10	Each	4
WL-11	Brush pile creation in payment unit 11	Each	3
WL-12	Brush pile creation in payment unit 12	Each	5
WL-13	Brush pile creation in payment unit 13	Each	4
WL-14	Brush pile creation in payment unit 14	Each	4
WL-15	Brush pile creation in payment unit 15	Each	5
WL-16	Brush pile creation in payment unit 16	Each	1
TOTAL			57 piles

Objective:

The objective is to mitigate the removal of habitat components in timber sales. Brush piles are used by many species of wildlife for activities such as denning, perching, caching food, escaping from predators, and thermal cover from the elements.

Specifications:

1. Brush pile locations provided on the accompanying map are recommended and may be altered based on conditions and communication with the wildlife COR. Alternate wildlife brush pile placement must still meet specifications 2-10 listed below. Brush piles should be preferentially placed near conifer clumps or wooded wetland/swamp if present.
2. All piles must be placed on dry ground and not in a wetland or low spots where water could pool underneath the brush pile.
3. Wildlife brush piles should be at least 3 feet from remaining live, standing trees >4 inches DBH to prevent growth impediment.
4. Pile size should be 5-8 feet high and 10-15 feet in diameter at the base.
5. Use larger material (logs) for the base of the brush pile. Ideally, when available, use slash or cull logs to create a small cabin-like structure for a base. Uprooted stumps or downed woody material already present may be used in base construction. Pile smaller materials on top of the logs, with preference to conifer branches closer to the interior of the pile to provide thermal cover. Do not block wildlife entrance channels created by the larger logs at the base. Avoid a neatly stacked

“woodpile”. Figure 1 provides examples of base construction. Figure 2 is a photo of a completed brush pile.

6. Logging slash used in the construction must be from cut trees left over from harvesting within the specified payment units. Any tree species available may be used.
7. Minimize soil placed within the brush pile if you are pushing the slash material or stumps with a dozer or other equipment that has a blade.
8. Do not build piles on a slope.
9. Do not operate mechanized equipment on slopes greater than 35%.
10. Do not operate equipment in wetland or riparian areas.

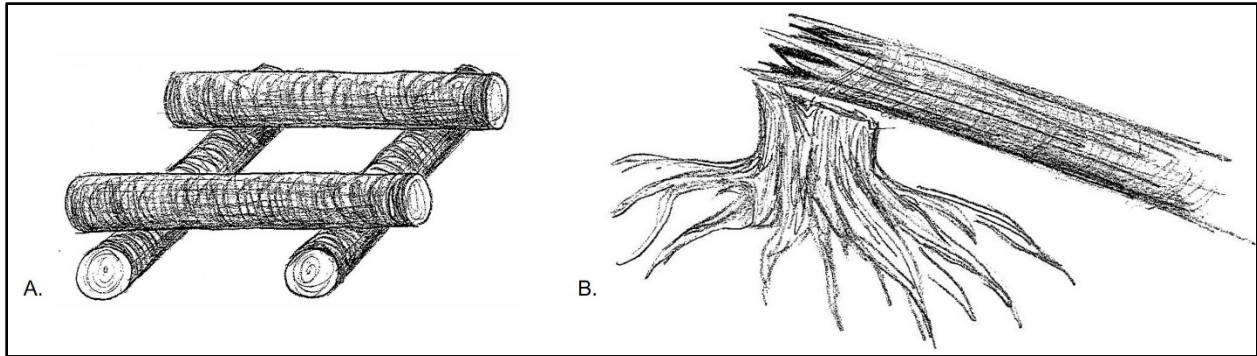


Figure 1. Two examples of base construction for wildlife brush piles. A. Cabin-like structure built using large slash or available logs. B. Available log or large slash propped up on an available root wad. The goal is to create a cavity for animals to access and use.



Figure 2. Example of a completed brush pile. This pile measures approximately 8 feet tall by almost 16 feet in diameter. A large entry way about 3 feet tall was left for wildlife access. Numerous other smaller entry ways were also available.