

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>TIMBER SALE CONTRACT</b> (Applicable to Sales to be Measured before Felling)		Name of Purchaser	
<b>National Forest</b> Ottawa	<b>Ranger District</b> Watersmeet-Iron Rvr-Bessemer	<b>Region</b> Eastern	<b>Contract Number</b>
<b>Sale Name</b> Pink Panther II PR		<b>Award Date</b>	<b>Termination Date</b> 09/30/2028

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

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

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

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

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

### UNITED STATES OF AMERICA

Two Witnesses:<sup>1/</sup>

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

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

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

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

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

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

By: \_\_\_\_\_<sup>2/</sup>  
(Purchaser)

\_\_\_\_\_

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

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

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

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

INSTRUCTIONS:

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

EXAMPLE 1/

Subcontractor Certification

Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Timber Sale Name: \_\_\_\_\_  
National Forest: \_\_\_\_\_

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this timber sale by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

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

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

**AT1 - Location and Area**, applicable to BT1.1

This Sale Area of 962 acres more or less is located in:  
T44N-R36W, S. 6; T44N-R37W, S.1; T45N-R36W S. 30 & 31; T45N-R37W, S. 25 & 36

**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	1,245.00	CCF	11.0	1	8	9.6	50
Aspen	Pulpwood	761.00	CCF	5.0	1	8	4.0	70
Mixed Conifer	Pulpwood	64.00	CCF	5.0	1	8	4.0	70
Mixed Hardwood	Pulpwood	3,508.00	CCF	5.0	1	8	4.0	70
Total Quantity		5,978.00	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)		551
Incompletely Measured Payment Units (BT2.36)		

**AT4 - Timber Payment Rates**, applicable to BT3.1 and BT4.0  
**AT4a** - For Species and Products to be Paid for at Rates Escalated under BT3.2

**Not Applicable**

**AT4b-** 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	13.29	49.84			.00
Sugar Maple	Sawtimber	CCF	34.24	144.86			.00
Aspen	Pulpwood	CCF	10.32	45.58			.00
Mixed Conifer	Pulpwood	CCF	1.36	2.71			.00
Mixed Hardwood	Pulpwood	CCF	6.18	25.78			.00

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT4 include payment of deposits for sale 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	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment \$	Quantity of Species and Products to be Paid for at Flat Rates under AT4b	Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
01	13			Mixed Hardwood Sawtimber 13.00 CCF Sugar Maple Sawtimber 34.00 CCF Aspen Pulpwood 0.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 90.00 CCF		.00
				<b>Total PU Quantity And Value</b> 137.00 CCF		
02	62			Mixed Hardwood Sawtimber 61.00 CCF Sugar Maple Sawtimber 201.00 CCF Aspen Pulpwood 0.00 CCF Mixed Conifer Pulpwood 2.00 CCF Mixed Hardwood Pulpwood 467.00 CCF		.00
				<b>Total PU Quantity And Value</b> 731.00 CCF		
03	53			Mixed Hardwood Sawtimber 38.00 CCF Sugar Maple Sawtimber 105.00 CCF Aspen Pulpwood 0.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 289.00 CCF		.00
				<b>Total PU Quantity And Value</b> 432.00 CCF		
04	23			Mixed Hardwood Sawtimber 29.00 CCF Sugar Maple Sawtimber 56.00 CCF Aspen Pulpwood 0.00 CCF Mixed Conifer Pulpwood 1.00 CCF Mixed Hardwood Pulpwood 138.00 CCF		.00
				<b>Total PU Quantity And Value</b> 224.00 CCF		
05	58			Mixed Hardwood Sawtimber 27.00 CCF Sugar Maple Sawtimber 126.00 CCF Aspen Pulpwood 17.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 286.00 CCF		.00
				<b>Total PU Quantity And Value</b> 456.00 CCF		
06	58			Mixed Hardwood Sawtimber 42.00 CCF Sugar Maple Sawtimber 142.00 CCF Aspen Pulpwood 0.00 CCF Mixed Conifer Pulpwood 1.00 CCF Mixed Hardwood Pulpwood 371.00 CCF		.00
				<b>Total PU Quantity And Value</b> 556.00 CCF		
07	73			Mixed Hardwood Sawtimber 33.00 CCF Sugar Maple Sawtimber 202.00 CCF Aspen Pulpwood 0.00 CCF Mixed Conifer Pulpwood 1.00 CCF Mixed Hardwood Pulpwood 374.00 CCF		.00
				<b>Total PU Quantity And Value</b> 610.00 CCF		
08	43			Mixed Hardwood Sawtimber 25.00 CCF Sugar Maple Sawtimber 100.00 CCF Aspen Pulpwood 3.00 CCF Mixed Conifer Pulpwood 1.00 CCF Mixed Hardwood Pulpwood 256.00 CCF		.00
				<b>Total PU Quantity And Value</b> 385.00 CCF		

Pay- ment Unit No.	App rox. Acres	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment \$	Quantity of Species and Products to be Paid for at Flat Rates under AT4b			Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
09	63			Mixed Hardwood	Sawtimber	48.00 CCF		.00
				Sugar Maple	Sawtimber	121.00 CCF		
				Aspen	Pulpwood	71.00 CCF		
				Mixed Conifer	Pulpwood	10.00 CCF		
				Mixed Hardwood	Pulpwood	470.00 CCF		
				Total PU Quantity And Value			720.00 CCF	
10	42			Mixed Hardwood	Sawtimber	42.00 CCF		.00
				Sugar Maple	Sawtimber	93.00 CCF		
				Aspen	Pulpwood	17.00 CCF		
				Mixed Conifer	Pulpwood	10.00 CCF		
				Mixed Hardwood	Pulpwood	207.00 CCF		
				Total PU Quantity And Value			369.00 CCF	
11	62			Mixed Hardwood	Sawtimber	31.00 CCF		.00
				Sugar Maple	Sawtimber	32.00 CCF		
				Aspen	Pulpwood	601.00 CCF		
				Mixed Conifer	Pulpwood	33.00 CCF		
				Mixed Hardwood	Pulpwood	478.00 CCF		
				Total PU Quantity And Value			1,175.00 CCF	
12	1			Mixed Hardwood	Sawtimber	11.00 CCF		.00
				Sugar Maple	Sawtimber	33.00 CCF		
				Aspen	Pulpwood	52.00 CCF		
				Mixed Conifer	Pulpwood	5.00 CCF		
				Mixed Hardwood	Pulpwood	82.00 CCF		
				Total PU Quantity And Value			183.00 CCF	

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 Purchaser'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 Purchaser (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 Purchaser 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 CT5.32#.

**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

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/
3325	FDR3325 (R) (segment 0 to .95)	Single Lane - 10 mph	.95 / 1.53	SR-1 thru SR-17 11/05/2024	FS	FS	FS AC
3325-A	FDR3325-A (R) (segment 0 to .15)	Single Lane - 10 mph	.15 / .24	SR-1 thru SR-17 11/05/2024	FS	FS	FS AC
3325-A1	FDR3325-A1 (R) (segment 0 to .12)	Single Lane - 10 mph	.12 / .19	SR-1 thru SR-17 11/05/2024	FS	FS	FS AC
3326	FDR3326 (R) (segment 0 to 1.22)	Single Lane - 10 mph	1.22 / 1.96	SR-1 thru SR-17 11/05/2024	FS	FS	FS AC
3326-A	FDR3326-A (C) (segment .55 to .76)	Single Lane - 10 mph	.21 / .34	SR-1 thru SR-17 11/05/2024	FS	FS	FS AC
3326-A	FDR3326-A (R) (segment 0 to .55)	Single Lane - 10 mph	.55 / .89	SR-1 thru SR-17 11/05/2024	FS	FS	FS AC
3326-B	FDR3326-B (R) (segment 0 to .19)	Single Lane - 10 mph	.19 / .31	SR-1 thru SR-17 11/05/2024	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 BT5.21

Road No.	Road Name	Type of Work	Completion Date
	NOT APPLICABLE		



**AT9 - Fire Precautionary Period**, applicable to BT7.2

April 01 to November 15 , inclusive

**AT10 - Purchaser Responsibility to Furnish Crews and Equipment for:**  
**Initial Fire Suppression**, applicable to BT7.3

Within 5 road miles

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

Within 20 road miles

**AT11 - Purchaser's Obligation per Operations Fire**, applicable to BT7.41

**Maximum Amount:** \$ \$1,000

**AT12 - Termination Date**, applicable to BT8.2

September 30, 2028

**AT13 - Normal Operating Season**, applicable to BT6.31, BT6.66, BT8.21 and BT9.3

**First Period:** December 15 to March 15 , inclusive

**Second Period:** August 01 to September 30 , inclusive

**AT14 - Performance Bond**, applicable to BT9.1

**Performance Bond Amount:** \_\_\_\_\_

**AT15 - Downpayment**, applicable to BT4.211

**Downpayment Amount:** \_\_\_\_\_

**AT16 - Periodic Payment Amount**, applicable to BT4.213

	<u>Periodic Payment Determination Date</u>	<u>Amount</u>
<b>Initial Payment:</b>	_____	_____
<b>Additional Payment:</b>	_____	_____

**AT17 - Market-Related Contract Term Addition Producer Price Index**, applicable to BT8.212

**Index Name:** Wood Chips      **Index Number:** PCU3211133211135

AT18 - Inapplicable Standard Provisions

The following listed Sections, Subsections, or Items of Division BT - Standard 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
BT4.3	PAYMENT GUARANTEED BY BOND OR DEPOSITED SECURITIES
BT4.31	BLANKET BOND
BT4.4	PAYMENTS NOT RECEIVED
BT6.341	PREVENTION OF OIL SPILLS
BT8.212	MARKET-RELATED CONTRACT TERM ADDITION
BT8.64	DEBARMENT AND SUSPENSION CERTIFICATION
BT9.1	PERFORMANCE BOND
BT9.11	BOND REDUCTION

AT19 - List of Special Provisions

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

CT2.302#	BOUNDARY TREES (06/2009)
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)
CT4.211	DOWNPAYMENT (07/2022)
CT4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
CT4.213	PERIODIC PAYMENT SCHEDULE (04/2023)
CT4.3	PAYMENT GUARANTEED BY BOND (08/2021)
CT4.31#	BLANKET BOND (06/2024)
CT4.4	PAYMENTS NOT RECEIVED (08/2012)
CT5.103#	APPROACHES TO SURFACED ROADS (06/2009)
CT5.12#	USE OF ROADS BY PURCHASER (06/1999)
CT5.221#	MATERIAL SOURCES (04/2004)
CT5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
CT5.32#	ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)
CT5.33#	SNOW REMOVAL (06/2009)
CT6.314#	OPERATING REQUIREMENTS (06/2009)
CT6.341	PREVENTION OF OIL DISCHARGES. (07/2022)
CT6.412	STUMP MARKS (06/2009)
CT6.62#	SITE SPECIFIC WETLANDS PROTECTION MEASURES (07/2001)
CT6.63#	TEMPORARY ROAD CLOSURE (06/2009)
CT6.7#	SLASH DISPOSAL MEASURES (06/2009)
CT7.2	FIRE PRECAUTIONS (06/2009)
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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**UNITED STATES DEPARTMENT OF AGRICULTURE  
Forest Service**

**TIMBER SALE CONTRACT  
DIVISION BT**

June 2006  
(Date of Issue)

**STANDARD PROVISIONS FOR TIMBER SALES TO BE MEASURED BEFORE FELLING**

This Division is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part BT1.0, Section BT1.1, Subsection BT1.11, and Item BT1.111. References to a Part include all Sections, Subsections, and Items within that Part; references to a Section include all Subsections and Items within that Section; and references to a Subsection include all Items within that Subsection. Cross-references within this contract cite the reference number of the applicable Division, Part, Section, Subsection, and Item. Descriptive headings used

are not to be considered in determining the rights and obligations of the parties.

The Standard Provisions in this Division are subject to Specific Conditions of the contract stated in Division AT. Wherever appropriate, Specific Conditions established in Division AT are cited by reference number. The listing of Sections, Subsections, or Items of this Division in AT18 has the effect of striking or deleting them from Division BT. AT19 lists Special Provisions that comprise Division CT. Where appropriate, references to Special Provisions are made by citing the applicable reference numbers.

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## **BT1.0—SALE AREA**

**BT1.1 Sale Area Map.** The boundaries of "Sale Area" and any Payment Unit thereof, are as shown on the attached "Sale Area Map" that is made a part hereof, and were, before timber sale advertisement, designated on the ground by Forest Service to meet the anticipated needs of the parties. The location of Sale Area and its approximate acreage are stated in AT1. Payment Units may be revised and additional ones may be established only by written agreement. Upon Purchaser's request, Forest Service shall subdivide Payment Units to reduce them to a size that can be logged within 60 days at Purchaser's normal rate of logging. However, the rate of logging used in such adjustment of Payment Unit size shall not be less than a rate necessary for removal of all Included Timber during Normal Operating Seasons prior to Termination Date. Payment Units or cutting units may be eliminated from Sale Area under conditions described in BT6.36. Catastrophically Damaged areas may be removed from Sale Area under BT8.32.

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

- (a) Identified claims limiting Purchaser's rights under BT1.2;
- (b) Payment Units where timber is to be Measured or Marked after date of timber sale advertisement and approximate location of sample Marked timber under BT2.36 and BT2.4;
- (c) Boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units under BT2.3;
- (d) Diameter limits for Overstory Removal Units and Understory Removal Units under BT2.33 and BT2.34;
- (e) Areas where leave trees are Marked to be left uncut under BT2.35;
- (f) Specified Roads listed in AT7;
- (g) Sources of base course, surface rock, and rock riprap listed in the Schedule of Items under CT5.221;
- (h) Roads where log hauling or use is prohibited or restricted under BT5.12;
- (i) Roads and trails to be kept open under BT6.22;
- (j) Improvements to be protected under BT6.22;
- (k) Locations of known wildlife or plant habitat and cave resources to be protected under BT6.24;
- (l) Locations of areas known to be infested with specific invasive species of concern under BT6.35;
- (m) Maximum stump heights when more than one height is listed by areas in AT6 under BT6.412;
- (n) Skidding or yarding methods specified under BT6.42;
- (o) Streamcourses to be protected under BT6.5;
- (p) Locations of meadows requiring protection under BT6.61;
- (q) Locations of wetlands requiring protection under BT6.62;
- (r) Locations of temporary roads to be kept open under BT6.631; and
- (s) Other features required by Division BT or CT.

**BT1.2 Claims.** Valid claims are excluded from Sale Area, except those on which timber cutting is authorized

in writing by the claimant and except mining claims on which cutting is authorized by the Act of July 23, 1955 (30 USC 614). Claims that limit Purchaser's rights to operate under this contract and that Forest Service has been able to identify are shown on Sale Area Map. Purchaser is not obligated to operate contrary to existing claim limitations. Forest Service shall designate boundaries of claims on the ground to the extent necessary to identify Included Timber.

## **BT2.0—TIMBER SPECIFICATIONS**

**BT2.1 Included Timber.** "Included Timber" consists of:

**BT2.11 Standard Timber.** Live and dead trees and portions thereof that meet Utilization Standards under BT2.2 and are designated for cutting under BT2.3.

**BT2.12 Substandard Timber.** Live and dead trees that:

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

### **BT2.13 Damaged Timber.**

**BT2.131 Damaged by Purchaser.** Undesignated live trees meeting Utilization Standards:

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

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

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

**BT2.132 Negligent or Willful Damage.** Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Purchaser, if included by Contracting Officer.

**BT2.133 Damage by Catastrophe.** As provided under BT8.32, undesignated live and dead timber within Sale Area, meeting Utilization Standards, and affected by Catastrophic Damage. "Catastrophic Damage" as used hereunder is major change or damage to Included Timber on Sale Area, to Sale Area, to access to Sale Area, or a combination thereof:

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

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

- (i) More than half of the estimated timber quantity stated in AT2 or
- (ii) More than two hundred thousand cubic feet (2,000 CCF) or equivalent.

Catastrophic Damage does not include changes caused by forest pest epidemics or foreseeable deterioration if Included Timber was sold for salvage or pest control.

**BT2.134 Minor Damage by Natural Causes.** Undesignated trees within Sale Area and meeting Utilization Standards, in amounts less than specified in BT2.133, that become insect infested, windthrown, suffer serious damage, or die, as designated by agreement.

**BT2.14 Unintentionally Cut Timber.** Trees, within or immediately adjacent to Sale Area or to road construction or other authorized clearing outside Sale Area, not designated for cutting under BT2.3 but that are cut through mistake by Purchaser, when included by Contracting Officer.

**BT2.15 Construction Timber.** Trees to be used for construction under BT5.1.

**BT2.16 Other Material.** Species or products not listed in AT2, upon written approval of Contracting Officer under BT3.41.

**BT2.2 Utilization and Removal of Included Timber.** "Utilization Standards" for trees and minimum pieces are stated in AT2. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in AT2 and contain at least one minimum piece. Except for timber required or authorized to be left, Purchaser shall fell and buck such trees and shall remove from Sale Area all pieces that:

- (a) Meet minimum piece standards in AT2 or
- (b) Do not meet such standards, but would have qualified as part of minimum pieces if bucking lengths were varied to include such material.

**BT2.3 Timber Designations.** Timber designated for cutting shall be confined to Sale Area, except as provided in BT2.131, BT2.14, BT2.15, BT2.32, and BT5.1. Sale Area Map indicates Payment Units, if any, where Marking under BT2.35 is to be done after timber sale advertisement, except for construction clearing under BT2.32, designation changes under BT2.37, and damaged timber.

The boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units were plainly Marked on ground before timber sale advertisement and are shown on Sale Area Map. Boundary trees shall not be cut. Such units where Measuring is to be completed after date of timber sale advertisement are also shown. The number of units and approximate acreage of timber designations are stated in AT3.

**BT2.31 Clearcutting Units.** All trees that meet Utilization Standards within "Clearcutting Units" are designated for cutting.

**BT2.32 Construction Clearing.** All timber is designated for cutting that is within the clearing limits of roads constructed hereunder or is in other authorized clearings. All dead or unstable live trees are designated for cutting that are sufficiently tall to reach Purchaser's landings or the roadbed of Specified and Temporary Roads when Marked in advance of felling of timber in the immediate vicinity. Pieces meeting Utilization Standards from such dead or unstable live trees shall be removed, unless there is agreement that to do so could damage the

road. Such designation may be revised as part of agreed changes in road location under BT5.2.

**BT2.321 Specified Road Clearings.** Timber within the clearing limits of Specified Roads is within separate Payment Units, as shown on Sale Area Map, and the quantities are in AT2. These Payment Units are subject to revision, as specified in BT2.37. The quantities of dead or unstable trees designated outside the clearing limits are not included in AT2.

**BT2.322 Other Authorized Clearings.** Timber within authorized clearings for Temporary Roads, landings, or other construction clearings is designated for cutting. Quantities of such timber are not included in AT2.

**BT2.33 Overstory Removal Units.** All trees within "Overstory Removal Units" are designated for cutting when they meet Utilization Standards and equal or exceed the diameter limits shown on Sale Area Map.

**BT2.34 Understory Removal Units.** All trees within "Understory Removal Units" are designated for cutting when they meet Utilization Standards and are smaller than the diameter limits shown on Sale Area Map.

**BT2.35 Individual Trees.** All trees to be cut, other than in the units described in BT2.31, BT2.32, BT2.33, and BT2.34, are Marked or designated by description. Trees are "Marked" when individually designated by Forest Service with paint marks above and below stump height.

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

**BT2.36 Incompletely Measured Payment Units.** Trees within incompletely Measured Payment Units shown on Sale Area Map at time of timber sale advertisement shall be designated in accordance with CT2.36. A representative sample of the timber to be designated has been Marked prior to timber sale advertisement in accordance with such rules. The approximate locations of the representative sample areas are shown on Sale Area Map.

**BT2.37 Designation Changes.** Within Sale Area, minor adjustments may be made in boundaries of cutting units or in the timber individually Marked for cutting when acceptable to Purchaser and Forest Service.

In event Contracting Officer accepts alternate facilities under BT5.26, Contracting Officer shall revise the affected Payment Units and adjust estimated quantities.

In the event Purchaser does not construct portions of Specified Roads, Payment Units involved shall be revised to eliminate the road portions not to be constructed. Parts of such areas within non-road-related Payment Units shall be added to such Payment Units and the timber thereon shall be designated by the methods provided for in the Payment Units. Estimated quantities for Payment Units so revised shall be adjusted as necessary.

**BT2.4 Quantity Estimate.** The estimated quantities of timber by species designated for cutting under BT2.3 and expected to be cut under Utilization Standards are listed in AT2. Estimated quantity in AT2 does not include the following:

- (a) Damaged timber under BT2.13;
- (b) Unintentionally cut timber under BT2.14;



(c) Construction timber under BT2.15 cut outside of Payment Units and removed from construction use for utilization by Purchaser;

(d) Timber within clearing limits of Temporary Roads or other authorized clearings and that is not designated under BT2.31, BT2.33, BT2.34, or BT2.35; or

(e) Dead or unstable live trees that are sufficiently tall to reach Purchaser's landings or the roadbed of Specified Roads under BT2.32.

Estimated quantities for such timber not included in AT2 shall be determined as stated in CT6.8.

If Sale Area Map shows Payment Units where Marking or Measuring is to be completed after date of timber sale advertisement, the objective of Forest Service shall be to designate for cutting in such Payment Units sufficient timber so that Sale Area shall yield the approximate estimated quantities by species or species groups stated in AT2. However, the estimated quantities stated in AT2 are not to be construed as guarantees or limitations of the timber quantities to be designated for cutting under the terms of this contract.

Quantity adjustments shall not be made under this Section after there is modification for Catastrophic Damage under BT8.32.

**BT2.41 Adjustment for Quantity Deficit.** If Sale Area Map shows Payment Units where Marking or Measuring is to be completed after the date of timber sale advertisement and if Contracting Officer determines that a deficit in the estimated quantity will cause the quantity designated to be less than 90 percent of the total estimate shown in AT2, Forest Service, upon request by Purchaser, shall designate additional timber within Sale Area. Such additional timber shall be limited to that estimated to be necessary to reach approximately the estimated quantities by species listed in AT2. Any such additional designation shall be consistent with land and resource management plans.

**BT2.42 Adjustment for Excess Quantity.** If Sale Area Map shows Payment Units where Marking or Measuring is to be completed after date of timber sale advertisement and if Contracting Officer determines that the quantity designated will be more than 120 percent of the total estimated quantity listed in AT2, Forest Service, upon request by Purchaser, shall make an adjustment in Marking or cutting unit boundaries with the objective of designating for cutting the approximate estimated quantities by species listed in AT2. Such adjustments in quantities shall be confined to (a) Marking adjustments on Sale Area and (b) reduction in area to be cut over. Such adjustments or reductions shall not conflict with the silvicultural treatment being applied on Sale Area and shall not materially change the average value by species of the timber designated for cutting. Such adjustments may be made notwithstanding the provisions of BT1.1 and BT2.3.

If the timber designated for cutting is not reduced by such adjustments to less than 120 percent of the total estimated quantity listed in AT2, Purchaser, after cutting 120 percent of the total estimated quantity listed in AT2, may elect to have Sale Area reduced to eliminate Payment Units where felling has not begun.

**BT2.43 Adjustment for Quantity Errors.** An estimated quantity shown in AT2 shall be revised by correcting identified errors made in determining estimated quantity that result in a change in total timber sale quantity of at least 10 percent or \$1,000 in value, whichever is less, when an incorrect estimated quantity is caused by computer malfunction or an error in calculations, area determination, or computer input.

No adjustments in quantity shall be made for variations in accuracy resulting from planned sampling and Measuring methods or judgments of timber quality or defect.

For payment purposes, corresponding revisions in quantity and total payment shall be shown in AT4c for each Payment Unit involved. Adjustment in rates will not be made. Adjustment in quantities shall not obligate Forest Service to designate additional quantities when the original quantity estimate is overstated.

### **BT3.0—RATES OF PAYMENT**

**BT3.1 Current Contract Rates.** Included Timber that is Released for Cutting shall be paid for at Current Contract Rates determined under this Section. "Current Contract Rates" shall be (a) Flat Rates and (b) Tentative Rates adjusted by the escalation procedures in BT3.2. Flat Rates and Tentative Rates shall be those listed in AT4, unless superseded by rates redetermined under BT3.3 or established for Contract Term Extension.

Current Contract Rates, based on rates redetermined under BT3.3 or established under BT8.23, shall apply to all Payment Units from which removal of timber from Sale Area has not been completed on the effective date of the revised rates, except Current Contract Rates in effect at the time of Release for Cutting shall be applicable:

(a) On Payment Units for Specified Roads Released for Cutting on which clearing has begun and

(b) For not more than two other Payment Units from which removal from Sale Area has begun.

Notwithstanding the exceptions provided in this Section, rates redetermined under BT3.31, BT3.32, and BT3.33 shall apply to all Included Timber removed subsequent to the rate redetermination.

In event there are more than two Payment Units from which timber removal has not been completed on the effective date, the rates in effect at the time of Release for Cutting shall apply to the two units from which the greatest estimated proportions of Payment Unit quantities have been removed. Otherwise, in released Payment Units, redetermined rates or rates established for Contract Term Extension shall apply to the entire quantity shown in AT4c for those units. In addition, Required Deposits shall be made as listed in AT4 and CT5.32, or established under BT3.3 or BT8.23.

In the event Termination Date is adjusted under BT8.21 or BT8.212, Current Contract Rates shall be continued in the same manner as immediately prior to the adjustment period.

"Current Contract Value" is the sum of the products of Current Contract Rates and estimated remaining

quantities by species of Included Timber meeting Utilization Standards.

**BT3.2 Escalation Procedure.** Tentative Rates for those species and products listed in AT4a are subject to quarterly escalation in accordance with the following procedures: The calendar quarter index average for each price index described in AT5 is the arithmetic average of the three such monthly price indices preceding January 1, April 1, July 1, and October 1. The difference between calendar quarter index average and Base Index listed in AT4a shall be the basis for quarterly escalation. To arrive at Current Contract Rates for Payment Units Released for Cutting during the preceding calendar quarter, Tentative Rates for each species shall be reduced or increased by such difference, except when the calendar quarter index average is:

(a) Less than the Base Index, the reduction shall not result in a rate below Base Rate or

(b) Greater than the Base Index, the increase shall not exceed the difference between Tentative Rate and Base Rate.

In the event of Contract Term Extension, the escalation procedure will be used during the extension period, except that adjusted payment rates for any calendar quarter cannot be less than Tentative Rates, for each species and product group, established under BT8.23 for the extension period.

**BT3.21 Unavailable Index.** If an index described in AT5 is no longer available, Contracting Officer may replace that index. If Contracting Officer determines that a replacement index does not exist, Current Contract Rates for the remainder of the timber sale shall be a Flat Rate. Flat Rates will be Tentative Rates adjusted by the arithmetic average of the index described in AT5 for a 12-month period prior to its becoming unavailable using the quarterly adjustment procedure outlined in BT3.2. Contracting Officer will determine availability and a beginning point to average the index for Flat Rates. Such Flat Rates are subject to rate redetermination as provided elsewhere under this contract.

**BT3.3 Rate Redetermination.** Rates may be redetermined as set forth in this Section. Bid Premium Rates shall be added to all redetermined rates, except as provided in BT3.31, BT3.32, and BT3.33.

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

Redetermined rates shall not be less than Base Rates listed in AT4, except for reduction under BT3.31, BT3.32, or BT3.33. Required Deposits shall be redetermined. Redetermined Specified Road construction cost is subject to the limitations of BT5.26.

**BT3.31 Rate Redetermination for Environmental Modification.** In the event of a contract modification under BT8.33 or partial termination under BT8.34, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber remaining

immediately prior to the revision and the appraised unit value of Included Timber to be cut under the modification. The appraisal shall consider the estimated cost of any construction work listed in the Schedule of Items that was performed and abandoned.

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

Redetermined rates, or differences for rates subject to BT3.2, and Required Deposits shall be considered established under BT3.1 for Included Timber removed subsequent to the contract revision.

**BT3.32 Rate Redetermination after Catastrophic Damage.** In event of Catastrophic Damage and adjustment, if any, of Included Timber, Contracting Officer shall make an appraisal to determine for each species the catastrophe-caused difference between the appraised unit value of Included Timber remaining immediately prior to the catastrophe and the appraised unit value of existing and potential Included Timber immediately after the catastrophe. Included Timber is any that would not be eliminated under BT8.32. Potential Included Timber is any that would be added under BT8.32.

Tentative Rates and Flat Rates in effect at the time of catastrophe shall be adjusted by said differences to become the redetermined rates for the purpose of a contract modification under BT8.32. Accordingly, Base Rates shall be adjusted to correspond to the redetermined rates if redetermined rates are less than the original Base Rates, subject to new Base Rate limitations of 25 cents per hundred cubic feet or equivalent. However, existing Base Indices shall not be changed under this Subsection.

Upon agreement under BT8.32, redetermined rates and Required Deposits shall be considered established under BT3.1 for Included Timber removed subsequent to Catastrophic Damage.

At time of such appraisal, Specified Road construction cost shall include the estimated cost of any construction work listed in the Schedule of Items performed and abandoned.

**BT3.33 Rate Redetermination for Market Change.** In the event of delay or interruption, exceeding 90 days, under BT8.33, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the delay or interruption and the appraised unit value of Included Timber immediately after the delay or interruption. The appraisal shall be done after any rate redetermination done pursuant to BT3.31, using remaining volumes.

Tentative Rates and Flat Rates in effect at the time of delay or interruption or established pursuant to BT3.31 will be reduced, if appraised rates declined during the delay or interruption, to become Current Contract Rates.

Increases in rates will not be considered. Accordingly, Base Rates shall be adjusted to correspond to the redetermined rates if redetermined rates are less than the original Base Rates, subject to a new Base Rate limitation of the cost of essential reforestation or 25 cents per hundred cubic feet or equivalent, whichever is larger. However, existing Base Indices shall not be changed under this Subsection.

Redetermined rates shall be considered established under BT3.1 for Included Timber removed subsequent to the delay or interruption.

**BT3.34 Emergency Rate Redetermination.**

Forest Service shall redetermine rates if, upon Purchaser's application, Forest Service determines that, because of changes in the timber market since the award date or the last rate redetermination under this provision, the Producer Price Index identified in AT17 has declined by 25 percent. Rates shall be redetermined under BT3.3 and shall be considered established under BT3.1 for Payment Units described therein at the time of Purchaser's application. This Subsection shall not apply during Contract Term Extension.

**BT3.4 Other Payment Rates.**

**BT3.41 Material and Quantities Not in AT2.**

Incidental amounts of products or portions of trees of species listed in AT2 that do not meet Utilization Standards may be removed without charge. Such material may be purposely removed in more than incidental amounts without charge upon written approval of Contracting Officer, and subject to agreement on deposits if needed for road maintenance and use.

Other species or products not listed in AT2 may be cut and removed upon written approval of Contracting Officer and subject to agreement on rates of payment and deposits if needed for road maintenance and use.

Timber for which the quantity is not included in the estimate listed in AT2, as described in BT2.4, shall be paid for at Current Contract Rates and Required Deposits.

**BT3.42 Timber Cut Through Mistake.** Undesignated timber meeting Utilization Standards, cut by Purchaser through mistake and included by Contracting Officer under BT2.14, shall be removed and paid for at Current Contract Rates and Required Deposits, unless such material is not listed in AT2. In such event, Contracting Officer, in accord with standard Forest Service methods, shall establish rates to be paid.

**BT3.43 Undesignated Timber Damaged Without Negligence.** Undesignated timber meeting Utilization Standards, damaged without negligence by Purchaser and designated by Forest Service under BT2.131, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits.

**BT3.44 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut.** Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Purchaser, if included by Contracting Officer under BT2.132, shall be cut, removed, and paid for at Current Contract Rates and

Required Deposits that are in addition to liquidated damages under BT3.45.

If such timber is of a species or size not listed in AT2 or is of a quality different from designated timber, Contracting Officer shall establish payment rates in accord with standard Forest Service methods.

**BT3.45 Liquidated Damages.** Unnecessary damage to or negligent or willful cutting of undesignated timber, as described in BT3.44, on portions of Sale Area cut over under this contract is likely to cause substantial silvicultural or other damage to the National Forest. It will be difficult, if not impossible, to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages an amount equivalent to the amount payable at Current Contract Rates. If designated by Contracting Officer, Purchaser shall remove such damaged or cut timber and pay for it at Current Contract Rates.

**BT4.0—PAYMENTS**

**BT4.1 Amount Payable for Timber.** Except as provided in BT3.1, Current Contract Rates and Required Deposits in effect when a Payment Unit is Released for Cutting shall be applied to the timber quantities to determine the amount Purchaser shall pay. A "Payment Unit" is a portion of Sale Area established for payment purposes.

**BT4.2 Timber Sale Account.** "Timber Sale Account" is an account maintained by Forest Service of all Purchaser's deposits, credits, payment guarantees, and the charges for:

- (a) Timber at Current Contract Rates;
- (b) Slash disposal and road maintenance at Required Deposit rates;
- (c) Cooperative work at rates established by specific agreement under BT4.218; and
- (d) Other charges provided in this contract.

Cash deposits shall be recorded currently in such account.

Charges for Payment Units Released for Cutting shall be made when Forest Service prepares and furnishes to Purchaser periodic statements of quantity and value of such timber. Charges subject to escalation under BT3.2 shall be made initially on the basis stated in BT4.214 and shall be adjusted at the end of each calendar quarter, as provided in BT3.2.

Charges shall be made according to BT3.4 when trees are subsequently Marked or designated for cutting.

**BT4.21 Cash Deposits.** Within the limitations of this Subsection, Purchaser shall make cash deposits to meet Purchaser's obligations within 15 days of billing by Forest Service. Deposits shall be made to Forest Service, U.S.D.A., by mail or delivery to the address to be furnished by Forest Service. Forest Service shall explain the bill at the time it requests each deposit.

**BT4.211 Downpayment.** The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until stumpage value representing 25 percent of the total bid value of

the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

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

**BT4.212 Advance Deposits.** Purchaser agrees to make cash deposits in advance of cutting to meet charges under BT4.2.

Forest Service billings for advance cash deposits shall be in such amounts that Timber Sale Account will maintain an unobligated balance that covers the applicable charges for Payment Units Released for Cutting and designated material not included in AT2 expected to be cut within the next 60 days. This advance cash deposit may be reduced to a smaller amount by the terms of BT4.211, BT4.213, BT4.215, and/or BT4.217. Except for amounts required pursuant to BT4.211, BT4.213, and BT4.217, Purchaser shall not be required to make advance deposits above those required under this Item.

When the credit balance in Timber Sale Account is exceeded by the charges for timber within Payment Units Released for Cutting and for the estimated quantity to be cut in 10 days of cutting designated material not included in AT2, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received.

**BT4.213 Periodic Payment Schedule.** Purchaser shall make periodic payments for stumpage value, as shown in AT16.

In the event Purchaser has not paid the amount(s) stated in AT16 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 Purchaser. If payment(s) fall due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Timber Sale Account billing date.

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

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

Except for Contract Term Extensions under BT8.23, periodic payment determination date(s) that have not been reached shall be adjusted one day for each additional day of contract time granted.

**BT4.214 Deposits for Charges Subject to Escalation.** Deposits requested to cover estimated charges for timber subject to escalation under BT3.2 shall

be based upon Current Contract Rates and related deposits in effect during previous calendar quarter.

**BT4.215 Deposits When Payment Guaranteed.** 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 timber on Sale Area that has been Released for Cutting, but not removed, and for the estimated value of products removed from Sale Area for not more than a monthly billing period, subject to the provisions of BT4.4.

**BT4.216 Blanket Cash Deposits.** Purchaser may make cash deposits under a written agreement to cover charges made under this and other timber sale contracts within the same National Forest. Forest Service shall allocate such deposits to such timber sales. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales within the same National Forest at Purchaser's request. Purchaser shall not start cutting until allocation has again been made to this timber sale.

**BT4.217 Extension Deposits.** In the event of Contract Term Extension, Forest Service shall divide the difference between Current Contract Value as of the start of any Contract Term Extension and the credit balance of any deposit made pursuant to BT4.213 by the number of whole months remaining in Normal Operating Season(s) within the extension period to determine the amount of each "Extension Deposit."

Purchaser shall make the initial Extension Deposit prior to Forest Service executing the contract modification. In response to Forest Service billing under BT4.21, Purchaser shall make advance cash deposits. Such deposits shall at least equal each Extension Deposit required for each whole month remaining in Normal Operating Season(s) during the extension period. Extension Deposits shall be due by the last day of each month during Normal Operating Season whether or not any Payment Unit is to be released.

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

**BT4.218 Cooperative Deposits.** On a basis of cooperation or assistance (16 USC 572) and by a written agreement, Forest Service shall perform all or portions of the work that Purchaser is obligated to perform under this contract, as well as furnish other services in connection with activities under this contract. When Forest Service is to perform such work, Purchaser shall make one or more deposits to cover the estimated cost of the work. On request of Purchaser, Forest Service shall render monthly accounts, as may be specified in such agreement.

**BT4.22 Temporary Reduction of Downpayment.** When, under BT8.33, Contracting Officer orders a delay or interruption of Purchaser's Operations for more than 30 days when scheduled operations would be occurring but for the order, the downpayment amount

required shall be temporarily reduced upon the written request of Purchaser or at the discretion of the Contracting Officer. For the period of the delay or interruption, the downpayment on deposit may be reduced to \$1,000 or two (2) percent of the downpayment amount listed in AT15, whichever is larger.

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

Upon Purchaser's receipt of bill for collection and written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Purchaser shall restore the downpayment to the full amount shown in AT15 within 15 days after the date the bill for collection is issued, subject to the provisions of BT4.4. Purchaser shall not resume contract operations until the downpayment amount is fully restored.

**BT4.23 Refund of Excess Cash.** If at any time the credit balance of Timber Sale Account exceeds the charges for timber within Payment Units Released for Cutting and for designated material not included in AT2 that Forest Service estimates will be cut within the next 60 days, any portion of such excess that is due to cash in the account shall be refunded, if requested by Purchaser, unless deposited under BT4.211, BT4.213, or BT4.217. If Purchaser plans no cutting within the next 60 days, Forest Service may refund the entire unencumbered cash balance, except as provided in this Subsection. However, Forest Service shall not reduce the credit balance below the total value of partially cut Payment Units and designated material not included in AT2 that is cut before operations cease. After a refund for a shutdown, deposits shall be made to meet the requirements of BT4.212 before additional timber may be cut.

**BT4.24 Refund after Final Charges for Released Timber.** Any cash deposit, in excess of that required to meet charges under BT4.2, shall be refunded or transferred within 15 days of Purchaser's request after final charges for Included Timber have been made, except for amounts estimated to be required under BT9.5.

**BT4.3 Payment Guaranteed by Bond or Deposited Securities.** To guarantee payment, Purchaser may furnish and maintain an acceptable surety bond or deposit in a Federal Depository negotiable securities of the United States. The securities shall be deposited through the Regional Fiscal Agent accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within 15 days of billing by Forest Service. The penal sum of such surety bond or the market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed.

For payment purposes, penal sum of the surety bond or market value at time of deposit of negotiable securities

shall be in lieu of the performance bond furnished under BT9.1.

**BT4.31 Blanket Bond.** If Purchaser furnishes an acceptable bond, or deposits securities, in accordance with BT4.3, to guarantee payment for timber from this and other timber sales within the same National Forest, the amount of such bond or deposited securities shall be allocated to such timber sales by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales at Purchaser's request. Purchaser shall not start cutting hereunder until this timber sale receives an allocation that will meet the obligation for payment guarantee.

**BT4.32 Letters of Credit for Payment Bond.** Notwithstanding the provisions of BT4.3, Purchaser may use letters of credit in lieu of a surety bond for payment bond purposes when approved by Contracting Officer.

**BT4.4 Payments Not Received.** (a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date allowed in the bill for collection for receipt of payment, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal 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 allowed 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 allowed for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

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

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

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

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

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

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

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

(ii) Purchaser files and prosecutes a timely Claim.

## **BT5.0—TRANSPORTATION FACILITIES**

**BT5.1 Authorization.** Purchaser is authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for harvesting Included Timber on National Forest and other lands where Forest Service has such authority. As used in this contract "construct" includes "reconstruct."

Location and construction of Specified Roads shall be in accordance with BT5.2. Unless otherwise provided herein, construction may be progressive during this contract. Maintenance shall be governed by BT5.3. The location and clearing widths of all Temporary Roads or facilities shall be agreed to in writing before construction is started. "Temporary Roads" are roads other than Specified Roads that are constructed by Purchaser for the purpose of harvesting Included Timber.

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

**BT5.11 Requirements of Rights-of-Way.** Purchaser's road construction and use of rights-of-way identified in attached list or CT5.11 shall be confined to rights-of-way and limited by the related easements and stipulations, if any, unless Purchaser makes other arrangements that will not infringe upon or adversely affect the grantee's rights. Easements or right-of-way documents are available in the offices of the Forest Supervisor and District Ranger.

**BT5.12 Use of Roads by Purchaser.** Except as provided herein, Purchaser is authorized to use existing National Forest system roads and Specified Roads listed in AT7, when Forest Service determines that such use

will not cause damage to the roads or National Forest resources.

If Purchaser's use of an existing temporary or National Forest system road, not listed in AT7, cannot be satisfactorily accommodated without reconstruction, Purchaser shall be authorized to use such road upon agreement as to the minimum reconstruction work that Purchaser shall perform before hauling. When appropriate, such road shall be included in AT7 as an alternate facility under BT5.26.

CT5.12 lists existing roads shown on Sale Area Map that for such reasons as limitations in structural capacity, safety, and protection of soil, water, and roads:

(a) Cannot be used for log hauling or

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

**BT5.2 Specified Roads.** "Specified Roads" are roads, including related transportation facilities and appurtenances, shown on Sale Area Map and listed in AT7. Purchaser shall construct Specified Roads used under this contract. Construction initiated by Purchaser on any such Specified Road shall be completed to an agreed terminus that meets Purchaser's needs and prevents unnecessary impact on National Forest resources. Construction to such terminus shall be in full accordance with Plans and specifications and the Schedule of Items identified in AT7 or specifications attached hereto, except for agreed adjustments needed to accommodate such terminus. The "Schedule of Items" is a list and description of construction items, quantities, units of measure, methods of measurement, unit price, and total amount. Forest Service shall revise the Schedule of Items to show the estimated cost for the portion constructed to the revised terminus as a separate segment.

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

In event of agreed substitution or revision of construction design, specifications, or performance responsibility under BT5.212, BT5.25, BT5.26, or CT5.215, AT7 shall be modified. If Purchaser does not need a Specified Road or a portion of a Specified Road for harvesting Included Timber and the Specified Road is not constructed, the deletion of the road or road segment will be a mutually agreed Design Change and Timber Sale Account will be adjusted for the reduction in cost, as provided in BT5.25.

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

**BT5.21 Engineering.** Forest Service completed survey and design for Specified Roads prior to timber sale advertisement, unless otherwise shown in AT8 or

Purchaser survey and design are specified in AT7. On those roads for which Forest Service completes the design during the contract, the design quantities shall be used as the basis for revising estimated costs stated in the Schedule of Items and adjusting Timber Sale Account.

Forest Service engineering shall be completed according to the schedule in AT8. Should Forest Service be unable to perform the designated survey and design by the completion date or other agreed to time, upon written agreement, Purchaser shall assume responsibility for such work. In such event, Contracting Officer shall revise:

(a) AT7 to show Purchaser's performance responsibility.

(b) The Schedule of Items to include costs of survey and design, as provided under BT5.24, and adjust Timber Sale Account, as provided in BT5.25. Forest Service shall calculate such costs, using unit rates comparable with those used in the Schedule of Items.

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

Purchaser shall perform survey, design, and construction staking of Specified Roads to be engineered by Purchaser in accordance with specifications attached hereto. Based upon the quantities developed by such design, as approved by Forest Service, Contracting Officer shall revise the estimated costs stated in the Schedule of Items and adjust Timber Sale Account. The methods of computing such revised costs shall be consistent with the methods that would have been used had the engineering been performed prior to timber sale advertisement.

**BT5.211 Contract Plans.** "Plans" are documents that show location, details, and dimensions of the work to be performed. On any of the contract Plans where a portion of the work is drawn out and the remainder is shown in outline, the parts drawn out shall apply to all other like portions of the work.

"Shop Drawings" include drawings, diagrams, layouts, schematics, descriptive literature, illustrations, lists or tables, performance and test data, and similar materials furnished by Purchaser to explain in detail specific portions of the work required by the contract. Purchaser shall submit a minimum of five (5) sets of required Shop Drawings to Forest Service, three (3) sets of which will be retained by Forest Service. Shop Drawings shall not exceed 24 inches by 36 inches in size. Approval or rejection and date will be noted or stamped on each set. Unless agreed otherwise, Forest Service shall approve or reject the Shop Drawings within 10 days of submission. Such approval of the Shop Drawings shall not be construed as a complete check, but will indicate

only that the general method of construction and detailing is satisfactory. If the Shop Drawings are rejected, Purchaser must make the noted revisions and resubmit the Shop Drawings.

A change in the amount of construction work that exceeds construction tolerances specified in the specifications identified in AT7 caused by a Forest Service error in construction staking shall be treated as a Design Change. When incompatible situations arise between Plans, specifications, and actual conditions on the ground, Purchaser shall make corrections pursuant to BT5.253.

**BT5.212 Construction Staking.** Purchaser shall avoid careless or negligent damage to construction stakes, flags, or marks. If such damage occurs, Purchaser shall be required to replace stakes necessary to construction. Purchaser's replacement staking shall be approved by Forest Service. Alternatively, upon Purchaser's request, Contracting Officer may agree to perform such work under BT4.218.

When AT7 shows that construction stakes are to be set by Forest Service after clearing, Purchaser shall submit to Forest Service a written schedule for clearing, construction staking, and construction that will provide Forest Service a reasonable period for setting construction stakes. Time for setting construction stakes may be modified by written agreement.

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

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

(a) AT7 to show Purchaser's performance responsibility.

(b) The Schedule of Items to include costs of construction staking, as provided under BT5.24, and adjust Timber Sale Account, as provided in BT5.25. Forest Service shall calculate such costs, using unit rates comparable with those used in the Schedule of Items.

**BT5.22 Material Delivery.** Within 60 days after award date, Purchaser shall provide Forest Service a written schedule showing the desired delivery dates of any material to be supplied by Forest Service. With reasonable notice, schedule may be amended by agreement. Forest Service agrees to make delivery within 15 days after the scheduled delivery dates that are at least 60 days after the schedule is submitted, unless prevented by causes beyond control of Forest Service.

If Purchaser does not provide Forest Service the written schedule within the period provided in this Subsection, Forest Service agrees to make delivery within 90 days after a late schedule is submitted, unless

prevented by causes beyond control of Forest Service. After delivery to and written receipt by Purchaser, Purchaser is responsible for installation of needed material and for any loss of or damage to such material due to Purchaser's negligence prior to installation or return of unused material to Forest Service.

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

**BT5.23 Use of Partially Constructed Roads.**

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

"Substantially Completed" means:

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

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

No more than half of Included Timber to be hauled over such portions of road shall be hauled until the base course has been applied.

Unless agreed otherwise, specified reconstruction shall be completed on any portion of road prior to hauling on that portion.

**BT5.24 Estimated Cost.** Estimated costs by construction phases for Specified Roads listed in AT7 are stated by segments in the Schedule of Items. Such estimated costs are subject to adjustment under BT3.3, BT5.2, BT5.21, BT5.212, BT5.25, and BT5.26. Appropriately adjusted costs shall be made a part of a revised Schedule of Items and shown as adjustments to Timber Sale Account. The revised Schedule of Items shall supersede any prior Schedule of Items when it is dated and signed by Contracting Officer and a copy is furnished to Purchaser.

**BT5.25 Construction Cost Adjustment.**

Contracting Officer, as provided in BT5.21, BT5.212, BT5.251, BT5.252, and BT5.253, shall adjust Specified Road construction cost estimates in the Schedule of Items and show the adjustments as credits or debits to Timber Sale Account in the month when the road segment is accepted.

**BT5.251 Variation in Quantities.** (a) This Item applies only to differences between quantities shown in the Schedule of Items and measured quantities actually constructed and accepted that are not covered under BT5.252 or BT5.253. Only changes in quantities where other than contract quantity or lump sum is specified in the Schedule of Items are subject to this Item.

(b) Adjustments to the Specified Road construction cost for variation in quantities shall be computed at unit rates established in the Schedule of Items for units of work actually constructed and measured in accordance with specified method of measurement shown in the Schedule of Items and described in the specifications identified in AT7, except that:

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

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

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

**BT5.252 Physical Change.** (a) Forest Service shall adjust the Specified Road construction cost if, prior to acceptance under BT6.36, a physical change, caused by a single event and not due to negligence of Purchaser, results in an increase or decrease in work and/or materials furnished by Purchaser involving additional estimated cost of:

(i) More than \$10,000 or

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

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

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

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

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

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



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

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

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

**BT5.253 Design Change.** (a) "Design Change" is a change in work and/or materials shown in the Schedule of Items and described in Plans or specifications that has been mutually agreed to in writing or ordered by Contracting Officer. Changes of a minor nature (such as adjustment in horizontal and vertical alignment, that do not exceed specified tolerance, necessary to maintain or balance earthwork quantities substantially as designed) and variation in quantities, as described in BT5.251, shall not be considered Design Changes.

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

(c) Forest Service may, by written notice from Contracting Officer, order changes in work to be performed and/or materials to be furnished by Purchaser within general scope of the contract. Such work shall:

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

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

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

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

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

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

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

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

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

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

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

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

**BT5.26 Alternate Facilities.** If under Purchaser's Operating Schedule, roads needed for the removal of Included Timber differ substantially from Specified Roads, other roads may be added to AT7. Contracting Officer shall assure that road routing, location, design, and needed easements will make such other roads acceptable as parts of the National Forest transportation facilities. Purchaser shall provide survey, design, and construction staking for such other roads.

Based on design quantities from such engineering, Forest Service shall estimate Specified Road construction costs of alternate facilities, using methods consistent with those used in the original computation of the Schedule of Items. If Specified Road construction costs for acceptable alternate facilities are less than the estimated costs of facilities listed in the original Schedule of Items that Purchaser does not construct, Timber Sale Account shall be adjusted by Forest Service to reflect the reduction in costs. In event of rate redetermination under BT3.3, such allowed costs shall be the redetermined estimated costs of facilities listed in the original Schedule of Items that Purchaser does not construct.

**BT5.27 Temporary Credit for Unamortized Specified Road Construction Cost.** When, under BT8.33, Contracting Officer orders a delay or interruption of Purchaser's Operations for more than 30 days when scheduled operations would be occurring but for the order, the Contracting Officer shall credit the unamortized cost of Specified Roads to Purchaser's Timber Sale Account, upon the written request of Purchaser or at the discretion of Contracting Officer. The amount credited to Purchaser shall be limited to stumpage paid above Base Rates.

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

Contracting Officer must apply the amount of credit that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act of 1996, as amended.

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

**BT5.3 Road Maintenance.** Purchaser shall maintain roads, commensurate with Purchaser's use, in accordance with Road Maintenance Requirements in CT5.31 and the Road Maintenance Specifications. Performance of road maintenance work by Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on Purchaser's Operating Schedule under BT6.31.

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

If Purchaser elects to use different roads than those listed in CT5.31, Forest Service shall determine Purchaser's commensurate share of road maintenance and revise road maintenance deposits in CT5.32.

If Forest Service cannot perform its full commensurate share of road maintenance, Forest Service shall make a cash payment to Purchaser for performance of such work.

Unless agreed in writing, prehaul maintenance shall be completed on any portion of road prior to hauling on that portion. Maintenance, as used in this contract, does not include road reconstruction or repairs of an extraordinary nature.

**BT5.4 Use by Others.** Forest Service shall have the right to use any road constructed by Purchaser under this contract for any and all purposes in connection with the protection and administration of the National Forest. Other parties, in connection with the logging of tributary National Forest timber, may use roads constructed by Purchaser hereunder when Contracting Officer determines that such use will not materially interfere with Purchaser's Operations. Third party use shall be contingent upon Contracting Officer determining, and third party agreeing to pay, a fair share of maintenance cost commensurate with such commercial use.

Unless otherwise provided in CT5.4, Forest Service shall authorize other uses of roads constructed by Purchaser hereunder only if:

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

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

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

## **BT6.0—OPERATIONS**

**BT6.1 Representatives.** Unless otherwise agreed, Purchaser shall designate, in writing, a representative who is authorized to receive notices in regard to performance under this contract and take related action. In no case shall Purchaser designate any representative to this contract who is currently debarred, proposed for debarment, or suspended by the Federal Government. Purchaser's representative shall provide a copy of the contract to Purchaser's field supervisor and persons authorized to assume responsibilities in the field supervisor's absence. Prior to initial operations and after shutdowns of 10 days or more, Purchaser's representative shall notify Forest Service 2 days, excluding weekends and Federal holidays before any operations begin on Sale Area.

Purchaser's representative shall designate, in writing, a field supervisor, one of whose responsibilities shall be on-the-ground direction and supervision of Purchaser's Operations. The field supervisor shall be readily available to the area of operations when operations are in progress and shall be authorized to receive notices in regard to performance under this contract and take related action. The responsibilities of the field supervisor shall include the safeguarding of National Forest resources and performance within the terms of the contract. Purchaser representative will furnish Forest Service with names of persons authorized to assume responsibilities in field supervisor's absence. Such delegations may be made a part of Purchaser's annual Operating Schedule under BT6.31.

Unless Contracting Officer designates another Forest Service representative and notifies Purchaser in writing, the District Ranger is the representative of Forest Service. Forest Service representative shall:

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

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

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

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

**BT6.11 Notices.** Notices by either party as to action taken or to be taken by the other respecting this contract shall be made in writing to the other party's designated representative.

**BT6.2 Improvements.** Purchaser is authorized to construct on National Forest land, buildings, facilities, and other improvements needed to log Included Timber. Such construction shall be located where approved in writing by Forest Service and shall be constructed and used in a manner that will protect National Forest values.

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

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

**BT6.21 Removal.** Unless Forest Service authorizes continued use, Purchaser shall remove or dispose of all improvements when no longer needed. Should Purchaser fail to remove or dispose of improvements within 6 months after Termination Date, Forest Service may dispose of improvements at Purchaser's expense under BT9.5 or may, upon written notice to Purchaser, assume title to improvements in the name of the United States. In the latter event, Purchaser shall not be required to remove such improvements.

**BT6.22 Protection of Improvements.** So far as practicable, Purchaser shall protect Specified Roads and other improvements (such as roads, trails, telephone lines, ditches, and fences):

- (a) Existing in the operating area,
- (b) Determined to have a continuing need or use, and
- (c) Designated on Sale Area Map.

Purchaser shall keep roads and trails needed for fire protection or other purposes and designated on Sale Area Map reasonably free of equipment and products, slash, and debris resulting from Purchaser's Operations. Purchaser shall make timely restoration of any such improvements damaged by Purchaser's Operations and, when necessary because of such operations, shall move such improvements, as specified in CT6.22.

**BT6.221 Protection of Improvements Not Owned by Forest Service.** Forest Service will notify all utility companies, or other parties affected, and make arrangements for all necessary adjustments of the public utility fixtures, pipelines, and other appurtenances likely to be affected by Purchaser's Operations.

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

Purchaser shall cooperate with the owners of any underground or overhead utility lines in their removal and/or rearrangement operations in order that these operations may progress in a reasonable manner, utility duplication

or rearrangement work may be reduced to a minimum, and services shall not be unnecessarily interrupted.

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

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

**BT6.222 Protection of Property.** In construction and reconstruction of Specified Roads, Purchaser shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features, unless specifically authorized. To the extent practicable, Purchaser shall confine operations to within the clearing limit or other areas designated in the contract and prevent the depositing of rocks, excavated materials, stumps, or other debris outside these limits.

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

**BT6.23 Protection of Land Survey Monuments.** Forest Service shall appropriately designate on the ground all known survey monuments, section corners, and other corner accessories. Forest Service shall post identifying signs on two sides of each known bearing tree.

Forest Service shall arrange protective or perpetuate action that does not cause unnecessary delay to Purchaser in authorized clearings, such as Clearcutting Units and road construction, and in other instances where damage to monuments, section corners, and other corner accessories is unavoidable.

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

**BT6.24 Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources.** (a) Areas, known by Forest Service prior to timber sale advertisement, needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Sale Area Map

and/or identified on the ground, and shall be treated as follows:

(i) Unless agreed otherwise, wheeled or track laying equipment shall not be operated in areas identified as needing special measures except on roads, landings, tractor roads, or skid trails approved under BT5.1 or BT6.422. Purchaser may be required to backblade skid trails and other ground disturbed by Purchaser's Operations within such areas in lieu of cross ditching required under BT6.6. Additional special protection measures needed to protect such known areas are identified in CT6.24.

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

(iii) Purchaser shall conduct operations in a manner that does not damage or disturb identified areas. In the event that protective measures identified by the Forest Service are for any reason inadequate, Contracting Officer may delay or interrupt Purchaser's operations, under this Contract, and/or modify this Contract pursuant to BT8.33.

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

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

(c) Following sale advertisement, additional areas needing special measures for protection may be discovered or identified; protective measures may be revised or newly prescribed; and, additional species of plants and/or animals may be added to federal lists of protected species. In such event, Contracting Officer may delay or interrupt Purchaser's operations, under this Contract, and/or modify this Contract pursuant to BT8.33.

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

**BT6.3 Control of Operations.** Under this contract, "Purchaser's Operations" shall include activities of or use of equipment of Purchaser, Purchaser's employees, agents, contractors, Subcontractors, or their employees or agents, acting in the course of their employment in operations hereunder on National Forest lands or within

Forest Service protection boundary (unless acting under the immediate supervision of Forest Service).

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

"Release for Cutting" is written authorization to Purchaser to begin cutting in a Payment Unit. Upon Purchaser's request for release of a Payment Unit, Forest Service shall either:

(a) Give tentative approval and bill Purchaser as necessary under BT4.21 or

(b) Reject the request, stating reasons for rejection.

When payment or payment guarantee has been confirmed, Forest Service shall issue Release for Cutting within 10 days. Purchaser shall not cut timber in any Payment Unit until it is Released for Cutting.

**BT6.31 Operating Schedule.** Purchaser shall, before commencing operations, provide in writing an annual Operating Schedule of anticipated major activities and needs for logging Included Timber, such as logging, road maintenance, and construction, including construction staking under BT5.212 and material delivery under BT5.22. Upon reasonable notice to Forest Service, such schedule shall be subject to modifications necessitated by weather, markets, or other unpredictable circumstances.

Subject to BT6.6 and when the requirements of BT6.66 are met, Purchaser's Operations may be conducted outside Normal Operating Season. "Normal Operating Season" is the period(s) beginning and ending on the dates stated in AT13 of any year.

**BT6.311 Plan of Operations.** For timber sales with 2 or more years between award date and Termination Date, within 60 days of final award of contract, Purchaser shall furnish Forest Service a written general Plan of Operations that shall be in addition to the annual Operating Schedule required under BT6.31. The Plan of Operations shall set forth planned periods for and methods of road construction, timber harvesting, and completion of slash disposal, erosion control measures, and other contractual requirements. Forest Service written approval of the Plan of Operations is prerequisite to commencement of Purchaser's Operations. Purchaser may revise this Plan of Operations when necessitated by weather, markets, or other unpredictable circumstances, subject to approval of Contracting Officer. In the event of delays beyond the control of Purchaser that qualify for Contract Term Adjustment, the Plan of Operations shall be adjusted by mutual agreement to accommodate the adjusted contract period.

**BT6.312 Plan of Operations for Road Construction.** Annually, prior to start of construction, Purchaser shall submit a supplement to the Plan of Operations that shall include a schedule of proposed progress and a description of planned measures to be taken to provide erosion control for work in progress, including special measures to be taken on any segments of construction not Substantially Completed prior to periods of seasonal precipitation or runoff. Purchaser shall submit a

revised schedule when Purchaser proposes a significant deviation from the progress schedule.

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

**BT6.32 Protection of Residual Trees.** Purchaser's Operations shall not unnecessarily damage young growth or other trees to be reserved.

**BT6.33 Safety.** Purchaser's Operations shall facilitate Forest Service's safe and practical inspection of Purchaser's Operations and conduct of other official duties on Sale Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees.

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

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

**BT6.34 Sanitation and Servicing.** Purchaser shall take all reasonable precautions to prevent pollution of air, soil, and water by Purchaser's Operations. If facilities for employees are established on Sale Area, they shall be operated in a sanitary manner. In the event that Purchaser's Operations or servicing of equipment result in pollution to soil or water, Purchaser shall conduct cleanup and restoration of the polluted site to the satisfaction of Forest Service.

Purchaser shall maintain all equipment operating on Sale Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. Purchaser shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Purchaser shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. Purchaser shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily

rag, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

**BT6.341 Prevention of Oil Spills.** If Purchaser maintains storage facilities for oil or oil products on Sale Area, Purchaser shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States.

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

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

**BT6.342 Hazardous Substances.** Purchaser shall notify the National Response Center and Contracting Officer of all releases of reportable quantities of hazardous substances on or in the vicinity of Sale Area that are caused by Purchaser's employees, agents, contractors, Subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's Operations, in accordance with 40 CFR 302.

**BT6.35 Equipment Cleaning.** (a) Areas, known by Forest Service prior to timber sale advertisement, that are infested with invasive species of concern are shown on Sale Area Map. A current list of invasive species of concern and a map showing the extent of known infestations is available at the Forest Supervisor's Office. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

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

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

(ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on Sale Area Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of

concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the Forest Service, as provided in (iii).

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

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

(v) Contracting Officer may order delay, interruption, or modification of this Contract pursuant to BT8.33.

(c) Nothing contained in this Subsection shall be interpreted as creating any warranty on the part of the Forest Service that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, Contracting Officer may order delay, interruption, or modification of this Contract pursuant to BT8.33.

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

**BT6.36 Acceptance of Work.** Upon Purchaser's written request and assurance that work has been completed, Forest Service shall perform an inspection within 5 days, excluding weekends and Federal holidays, so as not to delay unnecessarily the progress of Purchaser's Operations. Such a request may be for acceptance of:

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

(b) Specific requirements on a Payment Unit (such as logging, slash disposal, erosion control, or snag felling); or

(c) All contract requirements on a Payment Unit.

Forest Service may perform such inspections without request from Purchaser.

Within 2 days of inspection, excluding weekends and Federal holidays, Forest Service shall furnish Purchaser

with written notice either of acceptance or of work remaining to be done.

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

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

#### **BT6.361 Acceptance of Specified Roads.**

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

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

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

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

**BT6.4 Conduct of Logging.** Unless otherwise specifically provided herein, Purchaser shall fell trees designated for cutting and shall remove the portions that meet Utilization Standards, as provided in BT2.2, prior to acceptance of Payment Unit for completion of logging under BT6.36. Forest Service may make exceptions for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber. Logging shall be conducted in accordance with the following, unless CT6.4 provisions set forth requirements to meet special or unusual logging conditions:

**BT6.41 Felling and Bucking.** Felling shall be done to minimize breakage of Included Timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces set forth in AT2. Purchaser may buck out cull material when necessary to produce pieces meeting Utilization Standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net Measure in percentage of gross Measure, or based on the merchantability factor, whichever is stated in AT2. If necessary to assess

extent of defect, Purchaser shall make sample saw cuts or wedges.

**BT6.411 Felling in Clearings.** Insofar as ground conditions, tree lean, and shape of clearings permit, trees shall be felled so that their tops do not extend outside Clearcutting Units, construction clearings, and areas of regeneration cutting.

**BT6.412 Stump Heights.** Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in AT6, except that occasional stumps of greater heights are acceptable when Purchaser determines that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, Purchaser shall re-cut high stumps so they will not exceed heights specified in AT6 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in AT6 were selected with the objective of maximum reasonable utilization of the timber, unless Sale Area Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.

**BT6.413 Limbing.** When Forest Service determines it is necessary to minimize damage to the residual stand during skidding, Purchaser shall cut exposed limbs from products prior to skidding. Purchaser may leave uncut those limbs that cannot be cut with reasonable safety.

**BT6.42 Skidding and Yarding.** Methods of skidding or yarding specified for particular areas, if any, are indicated on Sale Area Map. Outside Clearcutting Units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.

**BT6.421 Rigging.** Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.

**BT6.422 Landings and Skid Trails.** Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.

**BT6.423 Skidding on Roads.** Products may be skidded on permanent roads authorized for hauling under BT5.12 only by prior written agreement.

**BT6.424 Arches and Dozer Blades.** Unless otherwise specified in CT6.424, skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside Clearcutting Units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.

**BT6.5 Streamcourse Protection.** "Streamcourses" that are subject to provisions of this Section are shown on Sale Area Map. Unless otherwise agreed, the following measures shall be observed to protect Streamcourses:

(a) Purchaser's Operations shall be conducted to prevent debris from entering Streamcourses, except as

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

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

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

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

**BT6.6 Erosion Prevention and Control.** Purchaser's Operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. Purchaser shall adjust the kinds and intensity of erosion control work done to ground and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

If Purchaser fails to do seasonal erosion control work prior to any seasonal period of precipitation or runoff, Forest Service may temporarily assume responsibility for the work and any unencumbered deposits hereunder may be used by Forest Service to do the work. If needed for such work, Purchaser shall make additional deposits on request by Forest Service. Any money deposited or used for this purpose shall be treated as cooperative deposits under BT4.218.

**BT6.61 Meadow Protection.** Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on Sale Area Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved under BT5.1 or BT6.422. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.

**BT6.62 Wetlands Protection.** Wetlands requiring protection under Executive Order 11990 are shown on Sale Area Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved under BT5.1 or BT6.422. Additional measures needed to protect such areas are provided in CT6.62.

**BT6.63 Temporary Roads.** As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, Purchaser shall employ such measures as out-sloping, drainage dips, and water-spreading ditches.

After a Temporary Road has served Purchaser's purpose, Purchaser shall give notice to Forest Service and shall remove bridges and culverts, eliminate ditches, out-slope roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions, and build cross ditches and water bars, as staked or otherwise marked on the ground by Forest Service. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.

**BT6.631 Temporary Roads to Remain Open.** To maintain short term access to portions of Sale Area for post-sale treatments and other purposes after a Temporary Road has served Purchaser's purpose, pursuant to BT6.63, Purchaser agrees, that on Temporary Roads designated on Sale Area Map as "Remain Open," to construct cross ditches and water bars, as designated, staked, or otherwise directed by Forest Service, that can be traversed by a normal two-wheel drive pickup truck. On "Remain Open" Temporary Roads, all bridges and culverts shall remain in place and ditches shall not be eliminated. All drainage structures shall be left in functional condition.

**BT6.64 Landings.** After landings have served Purchaser's purpose, Purchaser shall ditch and slope them to permit water to drain or spread. Unless agreed otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.

**BT6.65 Skid Trails and Fire Lines.** Purchaser shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where staked or otherwise marked on the ground by Forest Service. Forest Service shall designate cross ditching on Purchaser-built fire lines prior to or during construction. By agreement, Purchaser may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.

**BT6.66 Current Operating Areas.** Where logging or road construction is in progress but not completed, unless agreed otherwise, Purchaser shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion.

Such protection shall be provided, prior to end of a Normal Operating Season, for all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations after Normal Operating Season, Purchaser shall keep such work on any additional disturbed areas as up to date as practicable.

**BT6.67 Erosion Control Structure Maintenance.** During the period of this contract, Purchaser shall provide maintenance of soil erosion control structures constructed by Purchaser until they become stabilized,

but not for more than 1 year after their construction. Contracting Officer may agree to perform such structure maintenance under BT4.218, if requested by Purchaser, subject to agreement on rates. Purchaser shall not be responsible for repair of such structures damaged by other National Forest users whose activities are not a part of Purchaser's Operations.

**BT6.7 Slash Disposal.** Purchaser's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by Purchaser are stated in CT6.7 and are in addition to Required Deposits for slash disposal.

**BT6.8 Measuring.** "Measuring" is the estimation of timber quantities using certain dimensions and applicable volume tables or formulae to determine the contents of trees or stands in a standard manner. Sampling may be on an individual tree or area basis. Examples of standard procedures are tree measurement, sample tree measurement, and area estimate. The quantity of timber designated or to be designated for cutting has been or shall be Measured, as specified in CT6.8.

**BT6.81 Product Identification.** Before removal from Sale Area, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Purchaser shall:

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

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

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

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

**BT6.9 Records.** Upon request, Purchaser shall provide access to appropriate annual records in Purchaser's books and accounts to enable Forest Service to obtain and analyze accurate operating costs and selling price data for appropriate use in appraising Federal timber. Operating cost and selling price data shall include that



applicable for appraising timber obtained from Federal sources in or processed in the Region. Purchaser shall provide access to such data on behalf of subsidiary entities owned or controlled by Purchaser to the extent they participate in harvesting, manufacturing, or marketing timber into products recognized in National Forest timber appraisals in the area. To a like extent, Purchaser shall request in writing Purchaser's contractors and Subcontractors to make such data available to Forest Service.

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

## **BT7.0—FIRE PRECAUTIONS AND CONTROL**

**BT7.1 Plans.** Prior to initiating Purchaser's Operations during Fire Precautionary Period, Purchaser shall file with Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on Sale Area and other areas of Purchaser's Operations. Such plan shall include a detailed list of personnel and equipment at Purchaser's disposal for implementing the plan. This requirement may be met by preparing a single plan for more than one timber sale.

**BT7.2 Fire Precautions.** Specific fire precautionary measures listed in CT7.2 shall be applicable during Purchaser's Operations in "Fire Precautionary Period" described in AT9. Contracting Officer may change the dates of Fire Precautionary Period by advance written notice, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during Purchaser's Operations in Fire Precautionary Period.

**BT7.21 Substitute Precautions.** Forest Service may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.

**BT7.22 Emergency Precautions.** Forest Service may require the necessary shutting down of equipment on portions of Purchaser's Operations, as specified by the emergency fire precautions schedule of CT7.22. Under such conditions, after Purchaser ceases active operations, Purchaser shall release for hire by Forest Service, if needed, Purchaser's shutdown equipment for fire standby on Sale Area or other areas of Purchaser's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by Purchaser for other fire fighting or protection from fire. Equipment shall be paid for at fire fighting equipment rates common in the area or at prior agreed rates and, if Purchaser requests, shall be operated only by personnel approved by Purchaser. Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire fighting rates common in the area or at prior agreed rates.

**BT7.3 Fire Control.** Purchaser shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress

fires resulting from Purchaser's Operations and to suppress any forest fire on Sale Area. Purchaser's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Purchaser's disposal on Sale Area or within the distance of Sale Area stated in AT10.

**BT7.31 Purchaser's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Sale Area, or any other forest fire on Sale Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by Purchaser until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:

**BT7.311 Suspend Operations.** To suspend any or all of Purchaser's Operations.

**BT7.312 Personnel.** To release for employment by Forest Service any or all of Purchaser's personnel engaged in Purchaser's Operations or timber processing within the distance of Sale Area stated in AT10. Any organized crew so hired shall include Purchaser's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.

**BT7.313 Equipment.** To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of Purchaser's equipment suitable for fire fighting and currently engaged in Purchaser's Operations within the distance of Sale Area stated in AT10. Equipment shall be operated only by personnel approved by Purchaser, if so requested by Purchaser.

**BT7.4 Fire Suppression Costs.** Purchaser's obligations for cost of fire suppression vary according to three classifications of fires as follows:

**BT7.41 Operations Fire.** An "Operations Fire" is a fire caused by Purchaser's Operations other than a Negligent Fire.

Forest Service, except as provided in BT7.3, shall use cooperative deposits under BT4.218 to perform fire suppression activities on Operations Fires. Purchaser agrees to reimburse Forest Service for such cost for each Operations Fire, subject to a maximum of the dollar amount stated in AT11. The cost of Purchaser's actions, supplies, and equipment on any such fire provided pursuant to BT7.3, or otherwise at the request of Forest Service, shall be credited toward such maximum. If Purchaser's actual cost exceeds Purchaser's obligation stated in AT11, Forest Service shall reimburse Purchaser for the excess.

**BT7.42 Negligent Fire.** A "Negligent Fire" is a fire caused by negligence or fault of Purchaser's Operations, including, but not limited to, one caused by smoking by persons engaged in Purchaser's Operations during the course of their employment, or during rest or lunch periods; or if Purchaser's failure to comply with the requirements of BT7.2 and BT7.3 results in a fire starting or permits a fire to spread. Damages and the cost of suppressing Negligent Fires shall be borne by Purchaser.

**BT7.43 Other Fires on Sale Area.** Forest Service shall pay Purchaser, at fire fighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by Purchaser pursuant to BT7.3, or otherwise at the request of Forest Service, on any fire on Sale Area other than an Operations Fire or a Negligent Fire.

**BT7.5 State Law.** Purchaser shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recoverable in an action based on State law, except for such costs resulting from Operations Fires. Amounts due Purchaser for fire fighting expenditures in accordance with BT7.41 shall not be withheld pending settlement of any such claim or action based on State law.

**BT7.6 Performance by Contractor.** Where Purchaser's employees, agents, contractors, Subcontractors, or their employees or agents perform Purchaser's Operations in connection with fire responsibilities, Purchaser's obligations shall be the same as if performance was by Purchaser.

## **BT8.0—OTHER CONDITIONS**

### **BT8.1 Title and Liability.**

**BT8.11 Title Passage.** All right, title, and interest in and to any Included Timber shall remain in Forest Service until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. For purposes of this Subsection, timber in Payment Units Released for Cutting covered by cash deposit or payment guarantee under BT4.3 shall be considered to have been paid for. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in Forest Service.

**BT8.12 Liability for Loss.** If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses caused by insect or disease after felling of timber shall be borne by Purchaser, unless Purchaser is prevented from removing such timber for reasons that would qualify for Contract Term Adjustment. Deterioration or loss of value of salvage timber is not an unexpected event, except for deterioration due to delay or interruption that qualifies for Contract Term Adjustment or under BT8.33.

In the event Included Timber to which Forest Service holds title is destroyed, Purchaser will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current Contract Rates in effect at the time of the

value loss shall be adjusted by differences to become the redetermined rates.

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

**BT8.2 Period of Contract.** All obligations of Purchaser shall be discharged not later than "Termination Date" stated in AT12, unless it is adjusted pursuant to BT8.21 or BT8.212 or extended pursuant to BT8.23 or BT8.32, excepting only those obligations for which Forest Service has given written permission to delay performance. Such written permission shall be considered a Contract Term Adjustment for the purpose of Purchaser completing performance of obligations covered by such permission.

**BT8.21 Contract Term Adjustment.** "Contract Term Adjustment" means adjustment only as provided for in the three circumstances described in this Subsection. Under these circumstances, the contract term shall be adjusted in writing to include additional calendar days in one or more Normal Operating Seasons equal to the actual time lost, except as limited by paragraph (b) in this Subsection.

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

(a) Purchaser experiences delay in starting scheduled operations or interruptions in active operations, either of which stops removal of Included Timber from Sale Area through curtailment in felling and bucking, yarding, skidding and loading, hauling, or road construction, as scheduled under BT6.31, for 10 or more consecutive days during a Normal Operating Season due to causes beyond Purchaser's control, including, but not limited to, acts of God, acts of the public enemy, acts of the Government, labor disputes, fires, insurrections, or floods.

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

(c) (i) Contracting Officer requests Purchaser, in writing, to delay or interrupt operations during the Normal Operating Season for any purpose other than suspension under BT4.4 or BT9.3 or

(ii) Purchaser suffers a delay or interruption of Purchaser's Operations affecting skidding, yarding,

and loading because of fire emergency closure ordered by Forest Service (or another agency in its behalf), and the total of such lost time is 10 or more days during any Normal Operating Season.

If Termination Date is adjusted, as described in this Subsection, and later extended under 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 Termination Date, shall be the adjusted Termination Date.

**BT8.211 Delay in Reconstruction of Processing Facilities.** Notwithstanding the 12-month limitation in BT8.21, if Purchaser demonstrates a diligent effort has been made to replace primary timber processing facilities and that delays in doing so have been beyond Purchaser's control, Contracting Officer may authorize Contract Term Adjustment up to a total of 24 months.

**BT8.212 Market-Related Contract Term Addition.** The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

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

When a contract is lengthened as a result of market-related contract term addition, any subsequent periodic payment date shall be delayed 1 month for each month added to the contract's term.

**BT8.22 Termination for Catastrophe.** In event of Catastrophic Damage, this contract may be modified under BT8.32, following rate redetermination under BT3.32, or terminated under this Subsection. Such termination shall not be considered a termination under BT8.34.

**BT8.221 Termination by Purchaser.** This contract shall be terminated, upon election and written notice by Purchaser, if Catastrophic Damage rate redetermination under BT3.32 shows that the appraised

weighted average Indicated Advertised Rate of all Included Timber remaining immediately prior to the catastrophe has been reduced through Catastrophic Damage by an amount equal to or more than the weighted average Current Contract Rate.

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

**BT8.222 Termination by Forest Service.** This contract may be terminated by written notice from Contracting Officer, if there is Catastrophic Damage and Purchaser does not agree, under BT8.32, within 30 days of receipt from Contracting Officer of contract modifications proposed to permit the harvest of the catastrophe-affected timber.

**BT8.23 Contract Term Extension.** "Contract Term Extension" means an extension of the term of this contract, at the request of Purchaser, under this Subsection. This Subsection does not obligate Contracting Officer to grant Contract Term Extension.

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

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

(a) Interest at the Current Value of Funds Rate established by the Secretary of the Treasury, on Current Contract Value of timber remaining on Sale Area, less the credit balance of any deposit made pursuant to BT4.213, as of the original Termination Date, or as adjusted pursuant to BT8.21 or BT8.212, until the midpoint of the extension period;

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

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

**BT8.231 Conditions for Contract Term Extension.** Contracting Officer may grant Purchaser's written request for Contract Term Extension, if Purchaser has met all of the following conditions at time of Purchaser's request:

(a) At least 75 percent of estimated quantity in AT2 has been cut and removed from Sale Area.

(b) Specified Roads needed by Purchaser for removal of all Included Timber, in accordance with the approved Plan of Operations submitted pursuant to

BT6.311, were constructed and accepted by Forest Service prior to the applicable road completion date shown in CT5.13.

(c) Purchaser's Operations to date have been in reasonable compliance with contract terms and the approved Plan of Operations under BT6.311.

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

(e) Any payment required under BT4.213 has been made.

Contract Term Extension shall not become effective, unless payments required by BT8.23 have been paid and the initial Extension Deposit required by BT4.217 has been made by the effective date of any extension.

**BT8.3 Contract Modification.** The conditions of this timber sale are completely set forth in this contract. Except as provided in BT8.32 and BT8.33, this contract can be modified only by written agreement between the parties. Only Contracting Officer may make contract modifications, with compensating adjustments to Current Contract Rates where appropriate, on behalf of Forest Service.

**BT8.31 Changed Conditions.** When it is agreed that the completion of certain work or other requirements hereunder would no longer serve the purpose intended because of substantial change in the physical conditions of Sale Area or Included Timber since the date of this contract, the requirements shall be waived in writing. The estimated cost of such waived work or other requirement shall be charged to Timber Sale Account.

**BT8.32 Modification for Catastrophe.** In event of Catastrophic Damage, Forest Service, in consultation with Purchaser, shall outline on Sale Area Map:

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

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

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

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

After Sale Area Map has been outlined under this Subsection, Forest Service may propose contract modification to permit the harvest of catastrophe-affected timber. If Purchaser accepts Forest Service proposed modifications, this contract shall be modified to include rates redetermined under BT3.32 and other related revisions as necessary, such as revision of Operating Schedule to ensure prompt removal of affected timber when necessary to avoid further loss and provision for additional contract time, if needed.

**BT8.33 Contract Suspension and Modification.** (a) Contracting Officer may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding BT8.3, modify this contract, in whole or in part:

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

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

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

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

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

(i) Contract Term Adjustment,

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

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

(iv) temporary reduction of downpayment,

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

(vi) temporary bond reduction.

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

(c) In cases of modification under this Subsection, Purchaser shall only receive a rate redetermination pursuant to BT3.31. However, if there is an order delaying or suspending operations in addition to a modification, then Purchaser shall also be entitled to the remedies provided under BT8.33(b) for such delay or suspension.

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

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

**BT8.34 Contract Termination.** This contract may be terminated, in whole or in part, by Forest Service or Purchaser, as provided in Items BT8.341 and BT8.342, respectively. In the event of any such termination, Purchaser shall be entitled to the applicable remedies, subject to the limitation upon duplicative compensation

set forth in BT8.33(d). Purchaser agrees that this Subsection, and the remedies contained in the following Items shall apply regardless of any finding by any court or administrative body that the Forest Service failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale. However, nothing in this Subsection precludes Purchaser from exercising rights under the Contract Disputes Act.

**BT8.341 Termination by Forest Service.**

(a) The Chief or the Chief's designee may unilaterally terminate this contract, in whole or in part, for any of the reasons set forth in paragraph (a) of BT8.33.

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

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

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

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

(c) Subject to applicable laws, regulations and policies, Forest Service and Purchaser shall make good faith efforts to identify replacement timber of similar volume, quality, access, and topography within Sale Area. If suitable replacement timber cannot be located within Sale Area, the parties shall expand the search to the National Forest in which the Sale Area is located. Stumpage price shall be adjusted under BT3.31 to account for differences between replacement timber and deleted timber. If Forest Service and Purchaser agree upon suitable replacement timber and the applicable stumpage price, then this contract shall not terminate and instead shall be modified pursuant to 36 CFR 223.85(c) and shall remain in force with respect to such replacement timber and, in the case of partial termination, any remaining Included Timber. If the parties cannot agree on suitable replacement timber or the applicable stumpage price of such timber, either party may end the search and Purchaser shall be compensated under subparagraph (d).

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

(e) In any instance of partial termination, in which the Forest Service deletes one or more cutting units from the Sale Area, Purchaser's sole and exclusive remedy with regard to remaining units shall be a rate redetermination pursuant to BT3.31. Purchaser shall be required to complete Contract Operations with regard to remaining

units and any obligations pertaining to cessation of operations on deleted units, including without limit erosion control, brush disposal, and road maintenance. If Purchaser fails to fulfill any such duty or obligation, then Contracting Officer may make deductions from compensation due Purchaser, including without limit costs and expenses of completing such work.

**BT8.342 Termination by Purchaser. (a)**

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

(i) in the event of an order delaying or interrupting its operations pursuant to BT8.33, or

(ii) in the event of an order modifying this Contract pursuant to BT8.33, if Purchaser decides to reject the terms of the modification prior to its acceptance. Purchaser shall have the right to terminate this Contract in whole only when the Contracting Officer's order under BT8.33 applies to all cutting units within the Sale Area. When the order affects only a portion of the cutting units, Purchaser shall have the right to terminate this Contract in part, by deleting one or more of the units covered by the Contracting Officer's order. The foregoing right of termination, in whole or in part, shall not exist when the delay, interruption, or modification arises from wind, flood, landslide, fire, forest pest epidemic, or other major natural phenomenon.

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

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

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

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

(c) Subject to applicable laws, regulations and policies, Forest Service and Purchaser shall make good faith efforts to identify replacement timber of similar volume, quality, access, and topography within Sale Area. If suitable replacement timber cannot be located within Sale Area, the parties shall expand the search to the National Forest in which the Sale Area is located. Stumpage price shall be adjusted under BT3.31 to account for differences between replacement timber and deleted timber. If Forest Service and Purchaser agree upon suitable replacement timber and the applicable stumpage price, then this contract shall not terminate and instead shall be modified pursuant to 36 CFR 223.85(c) and shall remain in force with respect to such replacement timber and, in the case of partial termination, any remaining Included Timber. If the parties cannot agree on suitable replacement timber or the applicable stumpage price of such timber, either party may end the

search and Purchaser shall be compensated under subparagraph (d).

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

(e) In any instance of partial termination, in which Purchaser deletes one or more cutting units from Sale Area, Purchaser's sole and exclusive remedy with regard to remaining units shall be a rate redetermination pursuant to BT3.31. Purchaser shall be required to complete Contract Operations with regard to remaining units and any obligations pertaining to cessation of operations on deleted units, including without limit, erosion control, brush disposal, and road maintenance. If Purchaser fails to fulfill any such duty or obligation, then Contracting Officer may make deductions from compensation due Purchaser, including without limit costs and expenses of completing such work.

#### **BT8.35 Out-of-Pocket Expenses.**

"Out-of-Pocket Expenses" are Unrecovered expenditures arising directly from performing the contract that were rendered unrecovered due to delay, interruption, or termination pursuant to BT8.33 or BT8.34. An expenditure is "Unrecovered" within the meaning of this Subsection when Purchaser did not gain the benefit of its expenditure because Contract operations were not permitted. In determining whether an expenditure is "Unrecovered," Contracting Officer shall not conclude that an award of liquidated damages constitutes the benefit of that expenditure.

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

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

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

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

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

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

(iv) Out-of-Pocket Expenses for felling, bucking,

logging, skidding, yarding, and decking any products so processed, but not removed from Sale Area because: (1) the sale was terminated, or (2) the products no longer meet Utilization Standards because of delay or interruption;

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

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

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

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

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

**BT8.36 Termination for Market Change.** a) In the event of delay or interruption under BT8.33, exceeding 90 days, and Contract has not been modified to include replacement timber, this contract may be terminated upon election and written notice by Purchaser, if (i) a rate redetermination for market change under BT3.33 shows that the appraised weighted average Indicated Advertised Rate of all Included Timber remaining immediately prior to the delay or interruption has been reduced through a market change by an amount equal to or more than the the weighted average Current Contract Rate, or (ii) the appraised value of the remaining timber is insufficient to cover the adjusted base rates as determined under BT3.33.

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

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

**BT8.4 Performance by Other than Purchaser.** The acquisition or assumption by another party, under an agreement with Purchaser, of any right or obligation of Purchaser under this contract shall be ineffective as to Forest Service, until Forest Service has been notified of such agreement and Contracting Officer has given written approval. In no case shall such recognition or approval:

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

(b) Be given unless such other party:

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

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

**BT8.5 Sale of Other Materials.** Forest Service reserves the right to sell from Sale Area during the period of this contract any materials or products not subject to its terms, but shall not permit removal, possession, or use thereof that will materially interfere with Purchaser's Operations. Purchaser shall not be obligated to do any work made necessary by the action of others.

**BT8.6 Provisions Required by Statute.**

**BT8.61 Covenant against Contingent Fees.**

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

**BT8.62 Officials Not to Benefit.** No member of Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it is made with a corporation for its general benefit (18 USC 431, 433).

**BT8.63 Nondiscrimination in Employment.** If the total value of this contract is in excess of \$10,000, Purchaser agrees during its performance as follows:

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

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

(c) Purchaser will send to each labor union or representative of workers with which Purchaser has a collective bargaining agreement or other contract or under-

standing, a notice to be provided by Forest Service, advising the labor union or worker's representative of Purchaser's commitments under this Subsection, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

**BT8.64 Debarment and Suspension Certification.** Pursuant to 7 CFR Part 3017, Purchaser shall obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. "Subcontractors" are participants in lower tier covered transactions.

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

Purchaser shall keep the certifications of its Subcontractors on file until timber sale Termination Date and any extensions thereof, and will provide a copy at the written request of Contracting Officer. Nothing contained in the foregoing shall be construed to require

establishment of a system of records in order to render in good faith the certification required by this Subsection. The knowledge and information of Purchaser is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

**BT8.65 Contract Consistency With Other Laws.** The contract shall govern if State and local environmental quality laws conflict with or preclude performance of contractual requirements.

## **BT9.0—PERFORMANCE AND SETTLEMENT**

**BT9.1 Performance Bond.** As a further guarantee of the faithful performance of the provisions of this contract, Purchaser delivers herewith and agrees to maintain a surety bond in the dollar amount stated in AT14, unless the amount is adjusted as provided in BT9.11 or BT9.13. In lieu of surety bond, Purchaser may deposit into a Federal Depository, as directed by Forest Service under BT4.21, and maintain therein, cash in the dollar amount stated in AT14 or negotiable securities of the United States having market value at time of deposit of not less than the dollar amount stated in AT14.

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

**BT9.11 Bond Reduction.** Upon Purchaser's written request, Contracting Officer shall redetermine the amount of Purchaser's performance bond to an amount not less than Purchaser's remaining obligations, including the value of Included Timber remaining on Sale Area, plus the estimated cost of uncompleted work required of Purchaser and any unpaid billings due on the timber sale. Contracting Officer shall provide written notice of the redetermined amount to Purchaser and to Purchaser's surety. Similarly, Contracting Officer shall report to Purchaser in writing the amount of deposited cash or deposited securities required thereafter, if such deposits exist in lieu of a surety bond.

As soon as security for the performance of this contract or the settlement of Claims incident thereto is no longer necessary, appropriate notice shall be given to

surety or deposits that may have been made in lieu of surety bond shall be returned to Purchaser, subject to the conditions in BT9.5.

**BT9.12 Letters of Credit.** Notwithstanding the provisions of BT9.1, approved letters of credit may be used in lieu of a surety bond for performance bond purposes. Such letters of credit shall be subject to approval by Contracting Officer.

**BT9.13 Temporary Bond Reduction.** When, under BT8.33, Contracting Officer orders a delay or interruption of Purchaser's Operations for more than 30 days when scheduled operations would be occurring but for the order, the performance bond amount required shall be temporarily reduced upon the written request of Purchaser or at the discretion of Contracting Officer. For the period of the delay or interruption, the performance bond may be reduced to an amount not less than the estimated cost of uncompleted work required of Purchaser and any unpaid billings due on the timber sale.

Upon Purchaser's receipt of written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Purchaser shall restore the performance bond to the full amount shown in AT14 within 15 days. Purchaser shall not resume contract operations until the performance bond amount is fully restored.

**BT9.2 Disputes.** This contract is subject to the Contract Disputes Act of 1978 (41 USC 601, *et seq.*). Except as provided in the Contract Disputes Act of 1978, all disputes arising under or relating to this contract shall be resolved in accordance with this Section.

As used herein, "Claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a Claim. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a Claim. A Claim by Purchaser shall be made in writing and submitted to Contracting Officer for decision. A Claim by the Government against Purchaser shall be subject to a decision by Contracting Officer.

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

For Purchaser Claims of \$100,000 or less, Contracting Officer must render a decision within 60 days. For Purchaser Claims in excess of \$100,000, Contracting Of-



ficer must decide the Claim within 60 days or notify Purchaser of the date when the decision will be made.

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

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

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

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

#### **BT9.21 Time Limits for Submission of Claim.**

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

(a) When Purchaser constructs Specified Road, Purchaser must file any Claim not later than 60 days after receipt of Forest Service written notification of acceptance;

(b) When Forest Service constructs Specified Road, Purchaser must file any Claim not later than 60 days after receipt of Forest Service written notification authorizing use of road;

(c) For Payment Units and cutting units, Purchaser must file any Claim not later than 60 days after receipt of Forest Service written notification that Payment Unit has been accepted; and

(d) In all other cases, Purchaser must file any Claim not later than 60 days after receipt of Contracting Officer written notification that timber sale is closed.

**BT9.22 Contract Documents.** All contract documents are intended to be consistent with each other. In case of discrepancy, the following is the order of precedence:

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

**BT9.3 Breach.** In event Purchaser breaches any of the material provisions of this contract, Forest Service

shall give Purchaser notice of such breach and, allowing reasonable time for remedy of such breach and of Forest Service's election to suspend, may give notice to suspend all or any part of Purchaser's Operations. Such notice of breach and notice to suspend Purchaser's Operations shall be written, except oral notices may be given if such breach constitutes an immediate threat to human life or a threat of immediate and irreparable damage to National Forest resources. Notwithstanding Section BT6.1, such oral suspension notice may be given to Purchaser's work supervisor or, in work supervisor's absence, to those performing the operation. An oral suspension notice shall be promptly followed by telephone notice and a written explanation from Forest Service to Purchaser.

Suspension under this Section shall not entitle Purchaser to any remedies arising under BT8.33.

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

Upon receipt of oral or written notice of such breach, Purchaser shall remedy the breach as follows:

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

(b) If such breach does not require on-the-ground action by Purchaser, such breach shall be remedied within 30 days.

**BT9.31 Termination for Breach.** Contracting Officer, with the concurrence of the Regional Forester, may terminate this contract for breach in the event Purchaser:

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

(i) Theft, forgery, bribery, embezzlement, falsification or destruction of records, making false statements, or receiving stolen property, any of which occurred in connection with obtaining, attempting to obtain, selling, trading, or processing public timber;

(ii) Fraud, criminal offenses, or violation of Federal or State antitrust laws, any of which occurred in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; or

(iii) Threatening, resisting, intimidating, or interfering with Forest Officers engaged in, or on account of, the performance of their official duties involving the protection, improvement, or administration of National Forest lands;

(b) Is convicted for violation of criminal statutes or civil standards, orders, permits, or other regulations for environmental protection issued by a Federal agency, State agency, or political subdivision thereof in the conduct of operations hereunder on National Forest lands, pursuant to BT6.01;

(c) Has engaged in a pattern of activity that demonstrates flagrant disregard for the terms of this contract, such as, but not limited to, repeated suspensions for breach pursuant to BT9.3, causing undesignated timber meeting Utilization Standards to be unnecessarily damaged or negligently or willfully cut, or causing other serious environmental degradation or resource damage;

(d) Fails to comply with contract provisions related to nondiscrimination in employment; or

(e) Fails to remedy a breach of contract within time limits stated in BT9.3.

Damages due the United States for termination under this Subsection shall be determined pursuant to BT9.4.

**BT9.4 Damages for Failure to Cut or Termination for Breach.** (a) In event of Purchaser's failure to cut designated timber on portions of Sale Area by Termination Date or termination for breach under BT9.31, Forest Service shall appraise remaining Included Timber, unless termination is under BT8.22 or BT8.34. Such appraisal shall be made with the standard Forest Service method in use at time of termination.

(b) If the sale is resold, damages due shall be the amount by which Current Contract Value, plus costs described in paragraph (d) of this Section, exceeds the resale value at new Bid Rates.

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

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

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

(ii) If Purchaser has failed to cut individual trees in the portions of Sale Area cut over and there is no resale of such individual trees, Purchaser shall pay Forest Service for cost of felling and removal or otherwise eliminating such uncut trees, except for occasional trees not cut for reasons stated in BT6.4.

(iii) The Government's loss caused by the delay in receipt of stumpage payments. Such loss will be measured by interest at the Current Value of Funds Rate established by the Secretary of the Treasury, on the unpaid contract value at Termination Date. Interest will be charged for the total number of months, or portions thereof, from Termination Date until midpoint of the contract resale period, less any time in excess of 1 year needed to make the resale.

(iv) Any increase in reforestation costs, including site preparation, seeding, and planting caused by Purchaser's failure to harvest Included Timber by Termination Date.

**BT9.5 Settlement.** If obligations of Purchaser have not been fully discharged by Termination Date, any money advanced or deposited hereunder shall be retained and applied toward unfulfilled obligations of Purchaser without prejudice to any other rights or remedies of Forest Service. Such funds may be treated as cooperative deposits under BT4.218 for uncompleted work 30 days after receipt of written notice from Contracting Officer to Purchaser of work to be done and Purchaser's failure to deny the obligation or to do the work.

**BT9.6 Contract Closure.** Contracting Officer shall give appropriate written notice to Purchaser when Purchaser has complied with the terms of this contract. Purchaser shall be paid refunds due from Timber Sale Account under BT4.24 and excess cooperative deposits under BT4.218.

## DIVISION CT

### Special Provisions

In accordance with AT19, the Sections, Subsections, and Items therein listed are attached and made a part hereof. The material is indexed by the numbering system used in Division BT. The numbers after the CT (that identifies material in this Division) indicates the Part, Section, Subsection, or Item of Division BT that is being supplemented or modified by each particular provision included in this Division.

CT2.302# - BOUNDARY TREES (06/2009)

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 Sale 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 Hemlock, Cedar, Red & White Pine 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.

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

Tree Designation Table

Payment Unit(s)	Designated Species	More Than Diameter (inches)	Less Than Diameter (inches)
11 (LT, CT)	All species EXCEPT <b>Hemlock, Cedar, Red &amp; White Pine</b>	>= 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 Unit(s). Areas of cut tree marking are shown on the Sale Area Map with the symbol "CTM."

PAYMENT UNIT(S)	PAINT COLOR
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CT2.355# - INDIVIDUAL TREES, CUT TREE MARKING. (06/2009)

Cut Tree Marking Table

Payment Units	Paint Color
01-10	BLUE
12 (ROW)	YELLOW

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

Forest Service shall redetermine rates for each species if, upon Purchaser's application, Forest Service determines that, because of changes in the timber market since the award date or the last rate redetermination under this provision, the Producer Price Index identified in AT17 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 Purchaser's application. Increases in species rates will not be considered. This provision shall not apply during the period of a Contract Term Extension.

CT4.211 - DOWNPAYMENT (07/2022)

The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until:

- (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or
- (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or
- (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment.

For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

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

Notwithstanding CT4.212, the downpayment amount shown in AT15 shall be redetermined for rates redetermined under BT3.31, BT3.32, BT3.33 or CT3.34. The revised downpayment amount shall be equivalent to 10 percent of the total redetermined value, plus 20 percent of the bid premium. If at time of award, a higher or different downpayment requirement was required, the redetermined downpayment amount will be at the downpayment rate required at time of award and based on total redetermined value.

This provision shall be applicable where BT4.211 is referenced elsewhere in the contract.

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

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

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



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

Purchaser shall make periodic payments for stumpage value, as shown in AT16.

If Purchaser has not paid the amount(s) stated in AT16 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 Purchaser. If payment(s) fall due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Timber Sale Account billing date.

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

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

Periodic payment amount(s) shown in AT16 will be revised when periodic payment amount(s) have not been reached at time of rate redetermination under BT3.3. When shown in AT16, 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 AT16, 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 determination date(s) that have not been reached shall be delayed 1-month for each month added to the contract's term. Periodic payment determination date(s) shall not be adjusted for Contract Term Extension under B8.23.

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

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

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

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

If Purchaser furnishes an acceptable bond in accordance with CT4.3 to guarantee payment for timber from this and other timber sales within the same National Forest or geographic area as listed below, the amount of such bond shall be allocated to such timber sales by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales at Purchaser's request. Purchaser shall not start cutting hereunder until this timber sale receives an allocation that will meet the unobligated balance needed on Timber Sale 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, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

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

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

CT5.103# - APPROACHES TO SURFACED ROADS (06/2009)

Purchaser shall apply and maintain 4 (or as directed by the Forest Service) inches of Crushed Aggregate (see Temporary Road/Development Appraisal) on all Temporary Road approaches to surfaced roads for a distance of 30 Cubic Yards at entrances with in Payment Units 01, 06 & 11 feet back from the surfaced road. Surfaced roads include those with gravel, crushed rock, or asphalt (ie: Forest Road 3320).

CT5.12# - USE OF ROADS BY PURCHASER (06/1999)

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

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

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

**See Restricted Road List Table.**

CT5.12# - USE OF ROADS BY PURCHASER. (06/1999)

**Restricted Road List Table**

Road Number	Road Name	Termini (miles)		Map Legend	Description of Restrictions
		From	To		
3320	FR 3320	Intersection with 3326	Heading South	X	Hauling Prohibited
3320-E	FR 3320-E	POB	POE	P	Use Prohibited
3320-G	FR 3320-G	POB	POE	P	Use Prohibited
3320-H	FR 3320-H	POB	POE	P	Use Prohibited
3320-I	FR 3320-I	POB	POE	X	Hauling Prohibited
3320-I	FR 3320-I	POB	POE	KO	Keep Open; special use permit road
3320-J	FR 3320-J	0.03	POE	X	Hauling Prohibited
3324	FR 3324	0.03	Northern Boundary of PU 04	X	Hauling Prohibited
3324	FR 3324	Northern Boundary of PU 04	Southern Boundary of PU 03	P	Use Prohibited
3324	FR 3324	Southern Boundary of PU 03	POE	X	Hauling Prohibited
3324-A	FR 3324-A	0.32	POE	X	Hauling Prohibited
3325	FR 3325	At Road Entrance		R	Gate present; keep closed when not in use
3325	FR 3325	0.95	POE	X	Hauling Prohibited
3325-A	FR 3325-A	0.15	POE	X	Hauling Prohibited
3326	FR 3326	POB	POE	R	Use Restricted to Winter Only/Frozen Conditions
3326-A	FR 3326-A	POB	POE	R	Use Restricted to Winter Only/Frozen Conditions
3326-B	FR 3326-B	POB	0.19	R	Use Restricted to Winter Only/Frozen Conditions
3326-B	FR 3326-B	0.19	POE	X	Hauling Prohibited
3326-C	FR 3326-C	POB	Northern Boundary of PU 10	X	Hauling Prohibited
3326-C	FR 3326-C	Northern Boundary of PU 10	POE	P	Use Prohibited
4100	FR 4100	At San Sousa 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 (04/2004)

Sources of local materials are designated on Plans and Sale Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Purchaser 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 Purchaser to use certain area(s) for plant site, stockpiles, and haul roads.

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

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

When Purchaser elects not to use designated sources and the 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.

Purchaser 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. Purchaser 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. Purchaser 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. Purchaser 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 sales. Forest Service is not obligated to reimburse Purchaser 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 Purchaser's plant equipment. All storage sites provided by Forest Service shall be restored at Purchaser's expense. Purchaser 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.

CT5.221# - MATERIAL SOURCES. (04/2004)

**Material Source Table**

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

CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Purchaser 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 Table**

Road	Termini		Miles	Applicable Pre-Haul Road Maintenance Spec							
	From	To		T-8030	T-8110	T-8130	T-8310	T-8340	T-8360	T-8420	T-8620
3320	0.00	3.40	3.40	P							
3320-J	0.00	0.03	0.03	P			P		P	P	
3324	0.00	0.03	0.03	P		P	P		P	P	P
3324-A	0.00	0.32	0.32	P			P		P	P	
3325	0.00	0.95	0.95	P							P
3325-A	0.00	0.15	0.15	P							
3325-A1	0.00	0.12	0.12	P							
3326	0.00	1.22	1.22	P							
3326-A	0.00	0.76	0.76	P							
3326-B	0.00	0.19	0.19	P							
4100	Gate at San Sousa Pit	Gate at San Sousa Pit	N/A								P

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

Road	Termini		Miles	Applicable During-Haul Road Maintenance Spec							
	From	To		T-8030	T-8110	T-8130	T-8310	T-8340	T-8360	T-8420	T-8620
3320	0.00	3.40	3.40	P	D		D	D		D	
3320-J	0.00	0.03	0.03	P		p1/	P	P	P		
3324	0.00	0.03	0.03	P		p1/	P	P	P		
3324-A	0.00	0.32	0.32	P		p1/	P	P	P		
3325	0.00	0.95	0.95	P		p1/	P	P	P		P
3325-A	0.00	0.15	0.15	P		p1/	P	P	P		
3325-A1	0.00	0.12	0.12	P		p1/	P	P	P		
3326	0.00	1.22	1.22	P		p1/	P	P	P		
3326-A	0.00	0.76	0.76	P		p1/	P	P	P		
3326-B	0.00	0.19	0.19	P		p1/	P	P	P		
4100	Gate at San Sousa	Gate at San Sousa	N/A								P

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

<sup>1/</sup> A total of 250 CY (325 CY loose) crushed gravel or pit run gravel to be spot placed as directed by USFS.

Road	Termini		Miles	Applicable Post-Haul Road Maintenance Spec								
	From	To		T-8030	T-8110	T-8130	T-8310	T-8340	T-8350	T-8360	T-8420	T-8620
3320	0.00	3.40	3.40		D		D	D			D	
3320-J	0.00	0.03	0.03				P	P	P			
3324	0.00	0.03	0.03				P	P	P			P
3324-A	0.00	0.32	0.32				P	P	P			
3325	0.00	0.95	0.95				P	P		P		P
3325-A	0.00	0.15	0.15				P	P	P			P
3325-A1	0.00	0.12	0.12				P	P	P			
3326	0.00	1.22	1.22				P	P		P		P
3326-A	0.00	0.76	0.76				P	P		P		
3326-B	0.00	0.19	0.19				P	P		P		
4100	Gate at San Sousa	Gate at San Sousa	N/A									P

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

**PINK PANTHER II PR ROAD MAINTENANCE REQUIREMENTS**  
**FS-2400-6T Contracts (6/09)**  
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## **SECTION 1. GENERAL**

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

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

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

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

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

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

## **SECTION 2. ROAD MAINTENANCE DEFINITIONS**

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

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

Borrow. Select Material taken from designated borrow sites.

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

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

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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 Sale Area Map.

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

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

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

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

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

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

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

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

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

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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 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.

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## **EQUIPMENT**

- 2.1 Purchaser 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 Purchaser'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 Purchaser 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.

## **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.

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## 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
3320	POB	3.40	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 Purchaser's use as required by Section 3. Road Maintenance Requirements Schedule.

3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a smooth, free-draining state needed to facilitate traffic. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to conserve Surface Material and to provide for a thorough mixing of the Material being worked.

3.3 On aggregate surfaced roads Material generated from back slope Sloughing and ditch cleaning shall not be blended with Surface or Base Course Material unless agreed otherwise

3.4 Roadway back slopes shall not be undercut.

3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to retain the existing line, grade, and cross-section.

3.6 Intersecting roads shall be bladed for a distance of 50 feet to assure blending of the surfaces.

3.7 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by side casting unless agreed otherwise. Side casting into streams, lakes, or water courses will not be permitted.

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.

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## 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
FR 3324	Crushed Aggregate <sup>1/</sup>	(As Needed and Agreed to)	30 CY (39 CY) <sup>2/</sup>	See 3.2 above
Any Maintenance road in Sale Area	Crushed Gravel or Pit Run <sup>1/</sup>	(As Needed)	250 CY (325 CY) <sup>2/</sup>	See 3.2 above

<sup>1/</sup> San Sousa Pit, as shown on Sale Area Map

<sup>3/</sup>Quantity of Material in ( ) = Approximate Loose Volume

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

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Account in accordance with **BT8.31**.

### **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



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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.
- 3.5 Culverts designated for removal/disposal shall become the property of the Purchaser 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 Purchaser'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

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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.

## **T-8360 Composite High Clearance Road Maintenance**

### **DESCRIPTION**

- 1.1 This work consists of making limited use roads passable for project use by Purchaser 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. Purchaser 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

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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. Purchaser 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 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 Purchaser 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

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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.

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.

**PINK PANTHER II PR ROAD MAINTENANCE REQUIREMENTS**  
**FS-2400-6T Contracts (6/09)**  
**CT5.31# Special Provisions**

## 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.

Road Number	Road Name	Location	Remove/Install	Type of Item	Size	Quantity
3324	FR 3324	<sup>1/</sup>	Install	Earthen Berm	<sup>3/</sup>	1
3324-A	FR 3324-A	<sup>1/</sup>	Remove	Earthen Berm	<sup>3/</sup>	1
3325	FR 3325	At Road Entrance	Maintain Gate	FS Gate	Existing	1
3325-A	FR 3325-A	<sup>1/</sup>	Install	Earthen Berm	<sup>3/</sup>	1
3326	FR 3326	<sup>1/</sup>	Remove/Install	Earthen Berm <sup>2/</sup>	<sup>3/</sup>	1
3326 (MP 1.05)	FR 3326 (MP 1.05)	<sup>1/</sup>	Install	Earthen Berm	<sup>3/</sup>	1
3326-A	FR 3326-A	<sup>1/</sup>	Remove	Earthen Berm	<sup>3/</sup>	1
4100	FR 4100	At San Sousa Pit	Maintain Gate	FS Gate	Existing	1

<sup>1/</sup>At location Designated by Forest Service

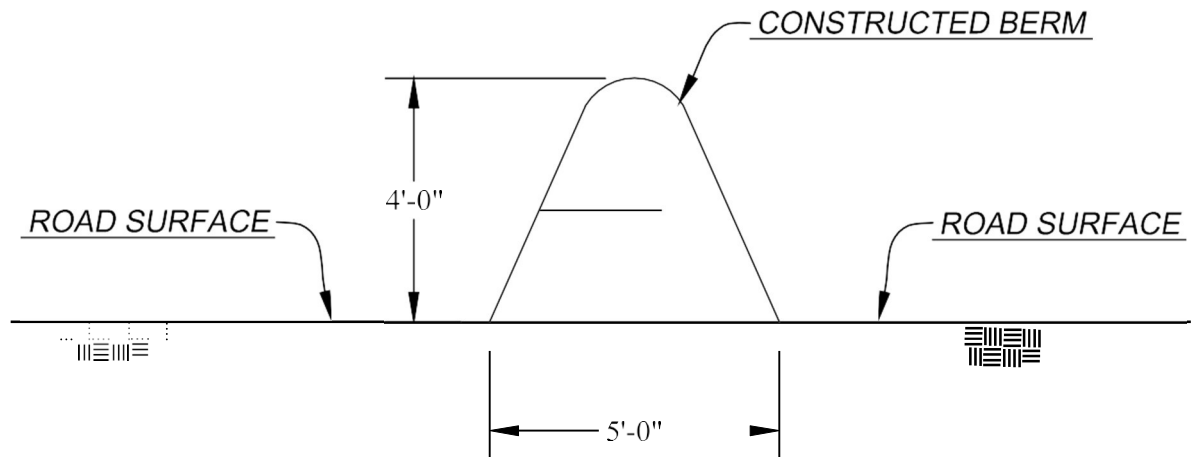
<sup>2/</sup> OHV passable berm

<sup>3/</sup> Per Typical Drawing—Earthen Berms/Road Closure Devices

# **PINK PANTHER II PR ROAD MAINTENANCE REQUIREMENTS**

**FS-2400-6T Contracts (6/09)**

**CT5.31# Special Provisions**



**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

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

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

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

The Required Deposits for Forest Service work in lieu of Purchaser performance are \$1.24 per CCF for recurrent maintenance, and \$1.24 per CCF for deferred maintenance.

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

Deposit Made To	Rate	Unit of Measure
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, Purchaser shall adhere to the following performance standards, unless otherwise agreed:

1. 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.
2. Snow shall be removed from the entire road width, including turnouts.
3. 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.
4. Openings will 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.
5. Tracked or cleated vehicles will not be used for snow removal without prior written approval of Forest Service Representative.

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

Unless agreed otherwise, the following special protection measures apply:

**See Special Measures Areas (SMA) Table.**

Designation methods:

- (a) SMA boundary designated by the Sale Area Boundary as shown on the Sale Area Map. .
- (b) SMA is shown on Sale Area Map and SMA boundary designated by N/A.
- (c) SMA is only shown on Sale Area Map.

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

**See Limited Operating Period(s) Table.**

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



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

**Special Measures Areas (SMA)**

<b>SMA Type <sup>1/</sup></b>	<b>Designation Method <sup>2/</sup></b>	<b>Special Protection Measure in Addition to BT6.24 <sup>3/</sup></b>
SMA1	(a)	During Purchaser's Operations if any bat sick, injured, and/or dead bats (regardless of species) are found in the Sale Area the Purchaser shall report its location to the Sale Administration team as soon as possible but no more than 12 hours upon discovery.

Designation methods:

- (a) SMA boundary designated by <sup>2/</sup> the Sale Area Boundary as shown on the Sale Area Map .
- (b) SMA is shown on Sale Area Map and SMA boundary designated by <sup>2/</sup> \_\_\_\_\_.
- (c) SMA is only shown on Sale Area Map.

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

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

Restricted operations/activities:

Payment Units 01-03, 05, 06, 08-10 & western & southern parcels of 11: Purchaser's operations are restricted during the period of 03/16 through 7/31 AND 10/01 through 12/14 (due to soils)

Payment Units 04, 07 & eastern parcel of 11: Purchaser's operations are restricted during the period of 03/16 through 7/31 AND 09/01 through 12/14 (due to soils)

Within the Sale Area decked pine and other conifer material shall be removed from the Sale 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 Sale Area before hauling operations conclude due to enforcement of spring weight restrictions.

Pit restoration (per specifications) in the San Sousa Pit will be accomplished no later than the end of each operating season.

Prohibited operations/activities:

N/A

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

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

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

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

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

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

CT6.412 - STUMP MARKS (06/2009)

Trees designated for cutting under 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 (07/2001)

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

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

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

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

Berm will be placed at an angle of 30 to 45 degrees, relative to the road. Dig a trench, 12 to 18 inches below the surface of the road or trail, and extend it to both sides of the road to prevent runoff from bypassing the berm/waterbar. The uphill end should extend beyond the side ditch of the road and into the earth berm to intercept any ditch flows. The outflow end is to be fully open and extended far enough beyond the edge of the road or trail to safely disperse runoff onto the undisturbed forest floor. When placement of the closure device does not require the berm to also function as a waterbar for drainage, the trench will not be required. Height of the berm will be approximately 4 feet. Rocks/boulders, logging slash, cull logs, and stumps may be incorporated into the ridge of earth during construction as long as proper drainage is maintained and the road is completely blocked; unless otherwise agreed in writing.

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

Slash resulting from Purchaser'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 Special Provision CT6.6#.

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

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

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 01-11 except as specified elsewhere in this contract; all slash generated by the Purchaser's operations shall be evenly distributed throughout the Payment Unit and away from the base of residual trees, concurrent with operations.

SDZ-As shown on the Sale Area Map for Payment Units 01, 02, 04, 06, 08, 09 & 11: Within a strip 50 feet in width, measured from the forested edge along FR 3320 all slash resulting from Purchaser's operations shall be lopped and scattered to lie within 3 feet of the ground, concurrent with operations.

CT7.2 - FIRE PRECAUTIONS (06/2009)

Unless other methods are agreed to in writing between the Purchaser and the Contracting Officer, the following specific precautionary measures are applicable during Purchaser's Operations in Fire Precautionary Period indicated in AT9.

1. Purchaser shall maintain Forest Service-approved spark arresting device 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 a one-pound multipurpose fire extinguisher readily available.
2. Purchaser shall require that smoking and the building of lunch or warming fires by Purchaser's employees, contractors, or employees of contractors be confined to designated safe places where flammable debris has been cleared away and where, at the option of the Purchaser, 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. Purchaser 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.

CT8.212 - 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 AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

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

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

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

Additional contract time may not be granted for those portions of the contract that have a required completion date 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, Purchaser shall certify and obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. 'Subcontractors' are participants in lower tier covered transactions.

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

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

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

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

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

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

CT9.1 - PERFORMANCE BOND (08/2021)

As a further guarantee of the faithful performance of the provisions of this contract, Purchaser delivers herewith and agrees to maintain a surety bond in the dollar amount stated in AT14, unless the amount is adjusted as provided in CT9.11 or BT9.13. In lieu of surety bond, Purchaser may deposit into a Federal Depository, as directed by Forest Service under BT4.21, and maintain therein, cash in the dollar amount stated in AT14.

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

CT9.11 - BOND REDUCTION (08/2021)

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

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



Ottawa National Forest  
Iron River Ranger District

Specified Road Plan for Pink Panther II PR Timber Sale prepared by:



TOM ROBERTS  
Civil Engineering Technician

11/05/2024

Date

## Engineer Road Cost Estimates for FY 2024

### Ottawa National Forest

<b>HDPE Double Wall Corrugated Pipe</b>	<b>Price per Linear Foot</b>
15"	\$17.00
18"	\$24.00
24"	\$37.00
30"	\$52.00
36"	\$65.00
<b>Galvanized Corrugated Metal Pipe - Spiral</b>	<b>Price per Linear Foot</b>
15" – 16 gauge	\$33.00
18" – 16 gauge	\$39.00
24" – 16 gauge	\$50.00
30" – 14 gauge	\$68.00
36" – 14 gauge	\$80.00
42" – 12 gauge	\$106.00
48" – 12 gauge	\$135.00
<b>Galvanized Corrugated Metal Pipe Arch</b>	<b>Price per Linear Foot</b>
17"x13" – 16 gauge	\$38.00
21"x15" – 16 gauge	\$46.00
28"x20" – 16 gauge	\$56.00
35"x24" – 14 gauge	\$79.00
42"x29" – 14 gauge	\$101.00
49"x33" – 12 gauge	\$130.00
57"x38" – 12 gauge	\$165.00
<b>Local Borrow</b>	<b>\$6.00/Cubic Yard and higher</b>
<b>Geotextile</b>	<b>\$3.00 - \$3.50 per Square Yard</b>
<b>Silt Fence</b>	<b>\$4.00 per LF</b>
<b>Roadwork</b>	
Minor Shaping and Grading	\$950.00 per mile
Maintenance – Shape to Crown/Outslope	\$2,200 to \$3,500 per mile
Reconstruction	\$3,500 to \$5,000 per mile
Shape to Ditch	\$3200 per mile
Clearing and Widening	\$2,400 per acre
Composite Road Construction	\$5,000 to \$11,000 per mile

# PINK PANTHER II PR TIMBER SALE

## SPECIFIED ROAD SCHEDULE OF ITEMS

\*\*\*Sample Contract\*\*\*

Item Number	Item Description & Milepost	C or R <sup>1</sup>	Road Std. W,D,S <sup>2</sup>	Unit & M of M <sup>3</sup>	Quantity	Unit Allowance	Estimated Allowance
	<b>FR 3325</b>	<b>R</b>	<b>D</b>				
	<b>MP 0.0-0.95</b>						
303 15	Re-establish existing roadway; Remove brush, debris and reshape existing template. Re-grade ditches at culvert locations to improve drainage.			Mile DQ	0.95	\$ 4,000.00	\$ 3,800.00
	<b>MP 0.0-0.01</b>						
301 15	Load, haul and place 30 CY of crushed aggregate for surfacing entrance. (39 CY loose material)			CY DQ	30	\$ 13.00	\$ 390.00
	<b>MP 0.92 Left</b>						
249 03	Construct new truck turnaround.			LS DQ	1	\$ 500.00	\$ 500.00
	<b>FR 3325 TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS</b>						<b>\$ 4,690.00</b>
	<b>FR 3325-A</b>	<b>R</b>	<b>D</b>				
	<b>MP 0.0-0.15</b>						
303 15	Re-establish existing roadway; Remove brush, debris and reshape existing template.			Mile DQ	0.15	\$ 3,500.00	\$ 525.00
	<b>FR 3325-A TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS</b>						<b>\$ 525.00</b>
	<b>FR 3325-A1</b>	<b>R</b>	<b>D</b>				
	<b>MP 0.0-0.12</b>						
303 15	Re-establish existing roadway; Remove brush, debris and reshape existing template.			Mile DQ	0.12	\$ 3,500.00	\$ 420.00
	<b>MP 0.10 Right</b>						
249 03	Reconstruct existing truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
	<b>FR 3325-A1 TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS</b>						<b>\$ 720.00</b>
	<b>FR 3326</b>	<b>R</b>	<b>W</b>				
	<b>MP 0.0-1.22</b>						
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	1.22	\$ 4,500.00	\$ 5,490.00

<sup>1</sup>C = Construction, R = Reconstruction

<sup>2</sup>W = Winter, D = Dry Summer, S = Summer

<sup>3</sup>Method of Measure

# PINK PANTHER II PR TIMBER SALE

## SPECIFIED ROAD SCHEDULE OF ITEMS

\*\*\*Sample Contract\*\*\*

Item Number	Item Description & Milepost	C or R <sup>1</sup>	Road Std. W,D,S <sup>2</sup>	Unit & M of M <sup>3</sup>	Quantity	Unit Allowance	Estimated Allowance
	<b>FR 3326 Cont.</b>	<b>R</b>	<b>W</b>				
	<b>MP 0.0-0.01</b>						
301 15	Load, haul and place 30 CY of crushed aggregate for surfacing entrance. (39 CY loose material)			CY DQ	30	\$ 13.00	\$ 390.00
	<b>MP 0.63 Left</b>						
249 03	Reconstruct intersection for truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
	<b>MP 1.05 Left</b>						
249 03	Reconstruct existing truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
	<b>MP 1.19 Right</b>						
249 03	Reconstruct existing truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
<b>FR 3326 TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS</b>							<b>\$ 6,780.00</b>
	<b>FR 3326-A</b>	<b>R</b>	<b>W</b>				
	<b>MP 0.0-0.55</b>						
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	0.55	\$ 4,500.00	\$ 2,475.00
	<b>MP 0.24 Left</b>						
249 03	Reconstruct intersection for truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
	<b>MP 0.48 Right</b>						
249 03	Reconstruct existing truck turnaround.			LS DQ	1	\$ 300.00	\$ 300.00
	<b>MP 0.55-0.76</b>	<b>C</b>	<b>W</b>				
249 02	Construct new road segment; Clear and grub ROW, grade to establish the cross section as shown in the typical drawings.			Mile DQ	0.21	\$ 9,000.00	\$ 1,890.00
	<b>MP 0.74 Left</b>						
249 03	Construct new truck turnaround.			LS DQ	1	\$ 500.00	\$ 500.00
<b>FR 3326-A TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS</b>							<b>\$ 5,465.00</b>

<sup>1</sup>C = Construction, R = Reconstruction

<sup>2</sup>W = Winter, D = Dry Summer, S = Summer

<sup>3</sup>Method of Measure

**PINK PANTHER II PR TIMBER SALE  
SPECIFIED ROAD SCHEDULE OF ITEMS**

\*\*\*Sample Contract\*\*\*

Item Number	Item Description & Milepost	C or R <sup>1</sup>	Road Std. W,D,S <sup>2</sup>	Unit & M of M <sup>3</sup>	Quantity	Unit Allowance	Estimated Allowance
	<b>FR 3326-B</b>	<b>R</b>	<b>W</b>				
	<b>MP 0.0-0.19</b>						
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	0.19	\$ 4,500.00	\$ 855.00
	<b>MP 0.16 Left</b>						
249 03	Construct new truck turnaround.			LS DQ	1	\$ 500.00	\$ 500.00
<b>FR 3326-B TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS</b>							<b>\$ 1,355.00</b>
<b>PINK PANTHER II PR TIMBER SALE TOTAL SPECIFIED ROAD SCHEDULE OF ITEMS</b>							<b>\$ 19,535.00</b>

<sup>1</sup>C = Construction, R = Reconstruction

<sup>2</sup>W = Winter, D = Dry Summer, S = Summer

<sup>3</sup>Method of Measure

## **PINK PANTHER II PR TIMBER SALE SPECIFIED ROADWORK NOTES**

**NOTE:** There may be underground utility lines in unknown locations on 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 Sale 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, refer to pages SR-16 to SR-17 for details.

**NOTE:** **60 CY of crushed aggregate** is required for specified roadwork. This volume plus the normal compaction factor of 130% computes to a loose volume of 78 CY. Material for this sale may be taken from **San Sousa Pit**, located at **T45N, R37W, Section 34 on FR 4100**. Some pit development may be required and is considered incidental to associated items. Compaction shall be Method A.

## PINK PANTHER II PR TIMBER SALE 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:		3325	3325-A	3325-A1	3326	3326-A	3326-B	
	Mileposts:	0.0-0.95	0.0-0.15	0.0-0.12	0.0-1.22	0.0-0.76	0.0-0.19	
	Construction Miles:					0.21		
	Reconstruction Miles:	0.95	0.15	0.12	1.22	0.55	0.19	
FP-14 Spec. No.	Title							Latest Revised Edition
101 thru 109	General Requirements	X	X	X	X	X	X	2014
301	Untreated Aggregate Courses	X			X			2014
303	Road Reconditioning	X	X	X	X	X	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	2014
301	Untreated Aggregate Courses	X			X			2017

## PINK PANTHER II PR TIMBER SALE

### 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 timber sale area map that requires designated mitigation measures.

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

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

**Utilization Standards** — The minimum size and percent soundness of trees described in 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	<b>Crushed Aggregate</b>	<b>San Sousa Pit</b>

## 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.

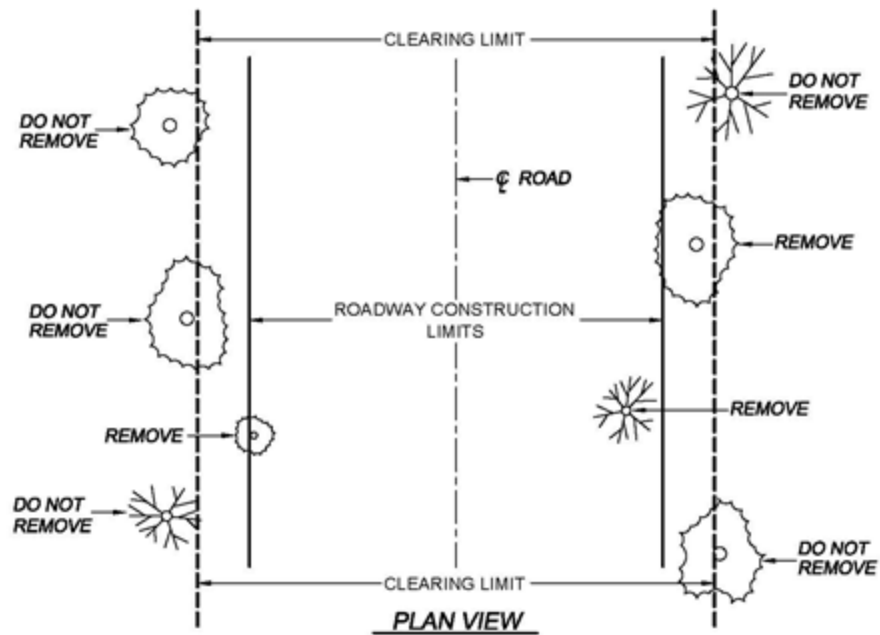
Compact each layer full width. Roll from the sides to the center, parallel to the centerline of the road. Along curbs, headers, walls, and all places not accessible to the roller, compact the material with approved tampers or compactors.

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.

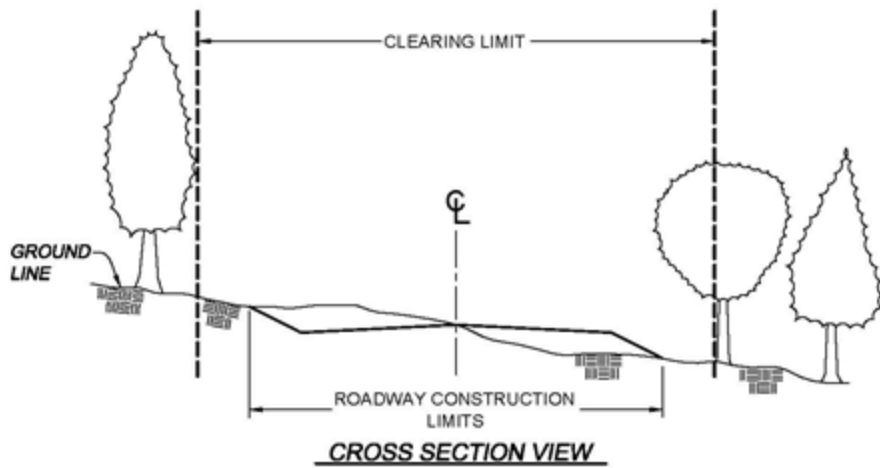
For all compaction methods, blade the surface of each layer during the compaction operations to remove irregularities and produce a smooth, even surface. When a density requirement is specified, determine the in place density and moisture content according to AASHTO T 310 or other approved test procedures.



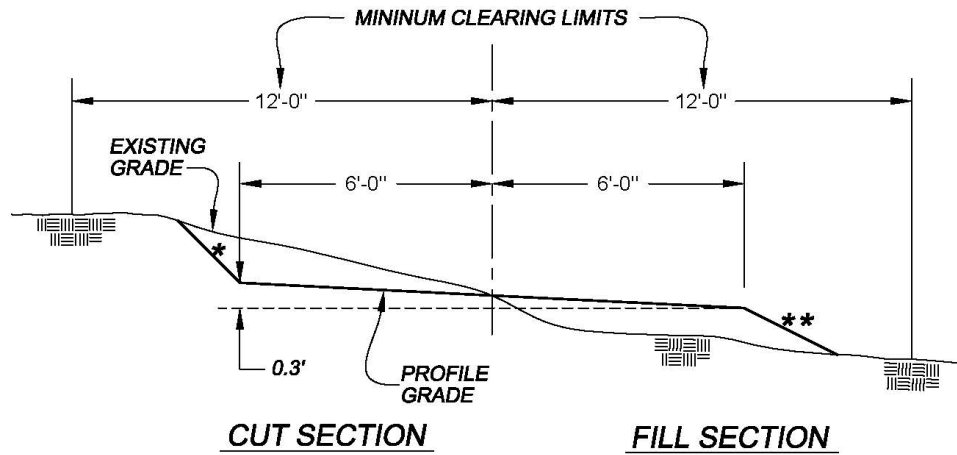


NOTE: TREES ON THE CLEARING LIMIT LINE ARE TO REMAIN UNLESS OTHERWISE DESIGNATED BY THE ENGINEER.

NOTE: YELLOW PAINT INDICATES TREES TO BE REMOVED.



**CONSTRUCTION STAKING**  
NOT TO SCALE

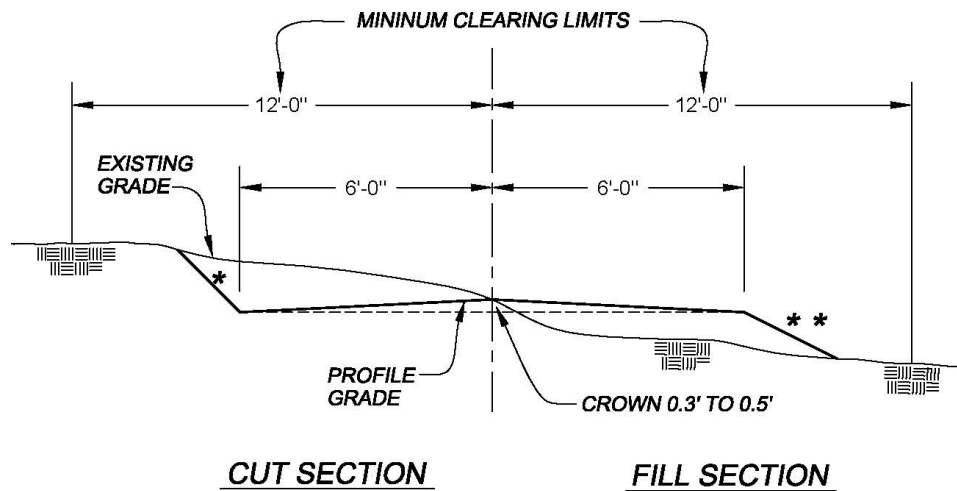


### **TYPICAL OUTSLOPE DETAIL**

NOT TO SCALE

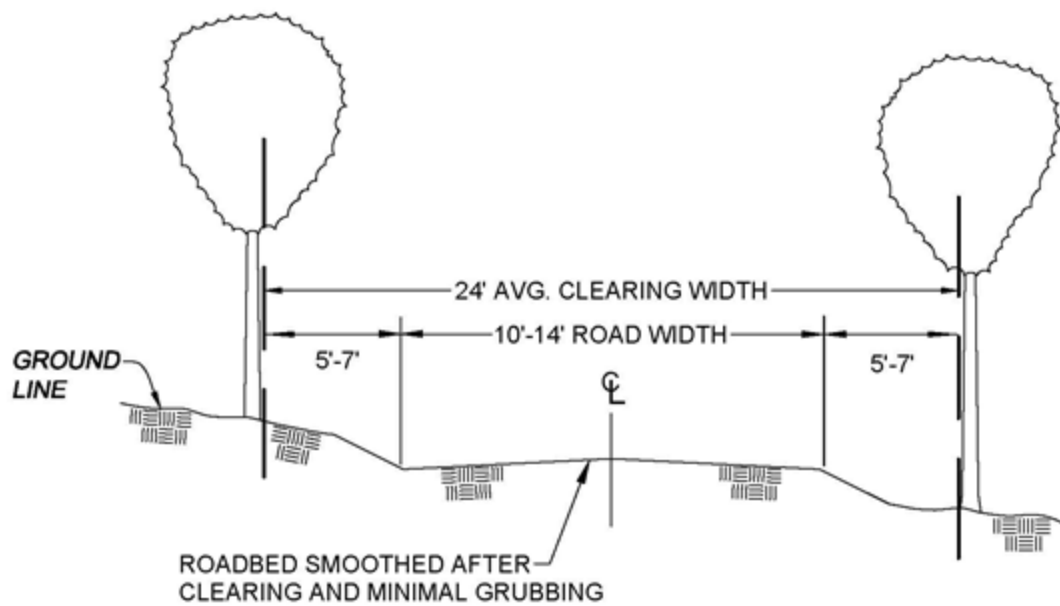
\*BACKSLOPE AND DITCH SLOPES MAY VARY FROM 1H:1V TO 2H:1V WHEN CUTS ARE UNDER 2 FT. CUTS OVER 2 FT. SHALL HAVE SLOPES OF 2H:1V

\*\*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

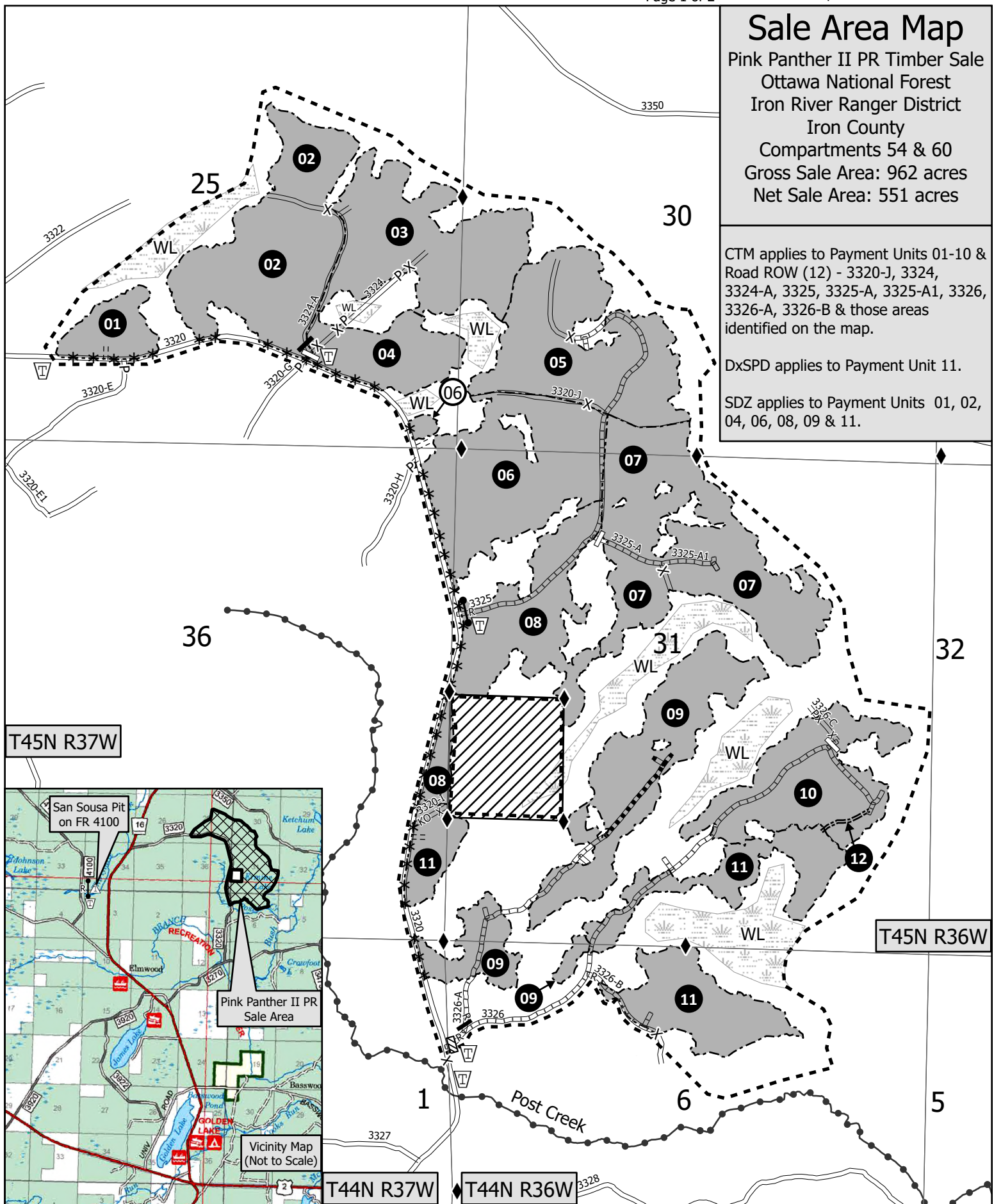
# Sale Area Map

Pink Panther II PR Timber Sale  
Ottawa National Forest  
Iron River Ranger District  
Iron County  
Compartments 54 & 60  
Gross Sale Area: 962 acres  
Net Sale Area: 551 acres

CTM applies to Payment Units 01-10 & Road ROW (12) - 3320-J, 3324, 3324-A, 3325, 3325-A, 3325-A1, 3326, 3326-A, 3326-B & those areas identified on the map.

DxSPD applies to Payment Unit 11.

SDZ applies to Payment Units 01, 02, 04, 06, 08, 09 & 11.



T:\FS\NFS\Ottawa\Program\2400TimberMgmt\GIS\TSDrumloid\Pink Panther II

J. Paukert 05/01/2025

0 0.13 0.25 0.5 0.75 1 Miles



## LEGEND

	Sale Area Boundary, BT1.1, CT6.24
	Payment Unit Boundary, BT1.1
	Discernable Payment Unit Boundary, BT1.1
	Payment Unit Number, BT1.1
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 (New), AT7, BT5.2, BT5.23, BT6.22, BT6.222, BT6.361
	Temporary Road, BT6.63
	Keep Open, BT6.22
	Purchaser Remove & Install Berm on System Road, CT5.31#, BT6.22, T-8620
	Purchaser Remove Berm on System Road, CT5.31#, T-8620, BT6.22
	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)
SDZ	Slash Disposal Zone, CT6.7#, BT6.7
	Traffic Control Device, BT6.33 (Safety)
	Protection of Land Survey Monuments (Monumented Corner), BT6.23
	Material Source, Crushed Aggregate/Pit Run, CT5.221# (San Sousa Pit, T45N R37W S.34)
	Other Ownership, CT6.7#
	Wetlands Protection, BT6.62, CT6.62#
	Existing GATE, BT6.22, CT5.31# (T-8620)