

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

INTEGRATED RESOURCE TIMBER CONTRACT

(Applicable to Contracts with Measurement before Harvest)

Name of Contractor

National Forest
Monongahela

Ranger District
Greenbrier

Region
Eastern

Contract Number

Contract Name
Back Fork IRTC

Award Date

Termination Date
12/31/2025

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

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

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

UNITED STATES OF AMERICA

Two Witnesses:^{2/}

By: _____
Contracting Officer

(Title)

(Name)

By: _____
(Contractor) ^{3/}

(Title)

(Address)

(Name)

(Title)

(Address)

(Business Address)

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

**CORPORATE
SEAL** ^{5/}

INSTRUCTIONS:

1/ If Contractor is a corporation, state a "corporation organized and existing under the laws of the State of _____" and specify the State; if Contractor is a Limited Liability Company, state a "Limited Liability Company organized and existing under the laws of the State of _____" and specify the state; if Contractor is a partnership, state a "partnership consisting of _____" and specify the names of each partner; and if Contractor is a sole proprietor doing business under an assumed name, state "(n) individual doing business under the name of _____ City of _____, State of _____."

2/ The signatures and addresses of two witnesses are required if Contractor is other than a corporation.

3/ If Contractor is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Contractor is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.

4/ The certificate must be completed if Contractor is a corporation.

5/ For companies incorporated in States that require a corporate seal, if the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

STAMP HERE

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

AT1 - Location and Area, applicable to BT.1

This Contract Area of 246 acres more or less is located in:

10 miles Northwest of Bartow WV, in Randolph County, in the headwaters of McGee Run

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
Black Cherry	Sawtimber	506.00	CCF	11.0	1	8	9.6	50
Maple (RM, SM)	Sawtimber	1,191.00	CCF	11.0	1	8	9.6	50
Hardwood - Other (Bl, Hic, Loc, Elm)	Sawtimber	140.00	CCF	11.0	1	8	9.6	50
Oak (WO, CO)	Sawtimber	329.00	CCF	11.0	1	8	9.6	50
Red & Black Oak (SO)	Sawtimber	621.00	CCF	11.0	1	8	9.6	50
Yellow Poplar (YP, Bass, Cuc)	Sawtimber	251.00	CCF	11.0	1	8	9.6	50
Pulpwood	Pulpwood	288.00	CCF	6.0	1	8	4.0	50
Timber Subject to Agreement under CT2.11#								
Not Applicable								
Total Quantity		3,326.00	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)	_____	3
Overstory Removal Units (BT2.33)	_____	_____
Understory Removal Units (BT2.34)	_____	_____
Individual Trees (BT2.35)	_____	243
Incompletely Measured Payment Units (BT2.36)	_____	_____

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

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

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

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

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$	
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$		
Black Cherry	Sawtimber	CCF	N/A	46.87			.00	
Maple (RM, SM)	Sawtimber	CCF	N/A	54.26			.00	
Hardwood - Other (BI, Hic, Loc, Elm)	Sawtimber	CCF	N/A	1.00			.00	
Oak (WO, CO)	Sawtimber	CCF	N/A	32.57			.00	
Red & Black Oak (SO)	Sawtimber	CCF	N/A	49.06			.00	
Yellow Poplar (YP, Bass, Cuc)	Sawtimber	CCF	N/A	23.49			.00	
Pulpwood	Pulpwood	CCF	N/A	1.00			.00	
Timber Subject to Agreement under CT2.11#								
Not Applicable								

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

AT4c - Schedule of Payment Units

Payment Unit No.	App rox. Acres	To be Escalated under AT4a				Total Tentative Payment \$	To be Paid for at Flat Rates under AT4b				Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
		Species	Product	Qty	UOM		Species	Product	Qty	UOM		
01	37						Black Cherry	Sawtimber	42.00	CCF		.00
							Maple (RM, SM)	Sawtimber	361.00	CCF		
							Hardwood - Other (Bl, Hic, Loc, Elm)	Sawtimber	14.00	CCF		
							Oak (WO, CO)	Sawtimber	3.00	CCF		
							Red & Black Oak (SO)	Sawtimber	139.00	CCF		
							Yellow Poplar (YP, Bass, Cuc)	Sawtimber	69.00	CCF		
							Total PU Quantity And Value			628.00	CCF	
02	5						Black Cherry	Sawtimber	3.00	CCF		.00
							Maple (RM, SM)	Sawtimber	24.00	CCF		
							Hardwood - Other (Bl, Hic, Loc, Elm)	Sawtimber	3.00	CCF		
							Oak (WO, CO)	Sawtimber	0.00	CCF		
							Red & Black Oak (SO)	Sawtimber	1.00	CCF		
							Yellow Poplar (YP, Bass, Cuc)	Sawtimber	19.00	CCF		
							Pulpwood	Pulpwood	12.00	CCF		
					Total PU Quantity And Value			62.00	CCF			
03	11						Black Cherry	Sawtimber	10.00	CCF		.00
							Maple (RM, SM)	Sawtimber	46.00	CCF		
							Hardwood - Other (Bl, Hic, Loc, Elm)	Sawtimber	14.00	CCF		
							Oak (WO, CO)	Sawtimber	1.00	CCF		
							Red & Black Oak (SO)	Sawtimber	10.00	CCF		
							Yellow Poplar (YP, Bass, Cuc)	Sawtimber	5.00	CCF		
							Pulpwood	Pulpwood	19.00	CCF		
					Total PU Quantity And Value			105.00	CCF			
04	23						Black Cherry	Sawtimber	26.00	CCF		.00
							Maple (RM, SM)	Sawtimber	96.00	CCF		
							Hardwood - Other (Bl, Hic, Loc, Elm)	Sawtimber	3.00	CCF		
							Oak (WO, CO)	Sawtimber	0.00	CCF		
							Red & Black Oak (SO)	Sawtimber	13.00	CCF		
							Yellow Poplar (YP, Bass, Cuc)	Sawtimber	19.00	CCF		
							Pulpwood	Pulpwood	19.00	CCF		
					Total PU Quantity And Value			176.00	CCF			
05	5						Black Cherry	Sawtimber	9.00	CCF		.00
							Maple (RM, SM)	Sawtimber	23.00	CCF		
							Hardwood - Other (Bl, Hic, Loc, Elm)	Sawtimber	1.00	CCF		
							Oak (WO, CO)	Sawtimber	0.00	CCF		
							Red & Black Oak (SO)	Sawtimber	0.00	CCF		
							Yellow Poplar (YP, Bass, Cuc)	Sawtimber	0.00	CCF		
							Pulpwood	Pulpwood	9.00	CCF		
					Total PU Quantity And Value			42.00	CCF			

Payment Unit No.	App rox. Acres	To be Escalated under AT4a	Total Tentative Payment \$	To be Paid for at Flat Rates under AT4b	Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
06	12			Black Cherry Sawtimber 35.00 CCF		
				Maple (RM, SM) Sawtimber 57.00 CCF		
				Hardwood - Other (Bl, Hic, Loc, Elm) Sawtimber 11.00 CCF		
				Oak (WO, CO) Sawtimber 2.00 CCF		
				Red & Black Oak (SO) Sawtimber 4.00 CCF		
				Yellow Poplar (YP, Bass, Cuc) Sawtimber 1.00 CCF		
				Pulpwood Pulpwood 18.00 CCF		
				Total PU Quantity And Value 128.00 CCF		
07	16			Black Cherry Sawtimber 28.00 CCF		
				Maple (RM, SM) Sawtimber 55.00 CCF		
				Hardwood - Other (Bl, Hic, Loc, Elm) Sawtimber 4.00 CCF		
				Oak (WO, CO) Sawtimber 0.00 CCF		
				Red & Black Oak (SO) Sawtimber 0.00 CCF		
				Yellow Poplar (YP, Bass, Cuc) Sawtimber 20.00 CCF		
				Pulpwood Pulpwood 29.00 CCF		
				Total PU Quantity And Value 136.00 CCF		
08	12			Black Cherry Sawtimber 30.00 CCF		
				Maple (RM, SM) Sawtimber 39.00 CCF		
				Hardwood - Other (Bl, Hic, Loc, Elm) Sawtimber 10.00 CCF		
				Oak (WO, CO) Sawtimber 1.00 CCF		
				Red & Black Oak (SO) Sawtimber 2.00 CCF		
				Yellow Poplar (YP, Bass, Cuc) Sawtimber 1.00 CCF		
				Pulpwood Pulpwood 22.00 CCF		
				Total PU Quantity And Value 105.00 CCF		
09	72			Black Cherry Sawtimber 145.00 CCF		
				Maple (RM, SM) Sawtimber 181.00 CCF		
				Hardwood - Other (Bl, Hic, Loc, Elm) Sawtimber 67.00 CCF		
				Oak (WO, CO) Sawtimber 21.00 CCF		
				Red & Black Oak (SO) Sawtimber 80.00 CCF		
				Yellow Poplar (YP, Bass, Cuc) Sawtimber 88.00 CCF		
				Pulpwood Pulpwood 100.00 CCF		
				Total PU Quantity And Value 682.00 CCF		
10	3			Black Cherry Sawtimber 12.00 CCF		
				Maple (RM, SM) Sawtimber 8.00 CCF		
				Hardwood - Other (Bl, Hic, Loc, Elm) Sawtimber 1.00 CCF		
				Red & Black Oak (SO) Sawtimber 27.00 CCF		
				Pulpwood Pulpwood 1.00 CCF		
				Total PU Quantity And Value 49.00 CCF		

Payment Unit No.	App rox. Acres	To be Escalated under AT4a	Total Tentative Payment \$	To be Paid for at Flat Rates under AT4b	Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
11	6			Black Cherry Sawtimber 50.00 CCF		
				Maple (RM, SM) Sawtimber 54.00 CCF		
				Hardwood - Other (Bl, Hic, Loc, Elm) Sawtimber 2.00 CCF		
				Oak (WO, CO) Sawtimber 3.00 CCF		
				Red & Black Oak (SO) Sawtimber 18.00 CCF		
				Yellow Poplar (YP, Sawtimber Bass, Cuc) 0.00 CCF		
				Total PU Quantity And Value 127.00 CCF		
12	17			Black Cherry Sawtimber 23.00 CCF		
				Maple (RM, SM) Sawtimber 116.00 CCF		
				Hardwood - Other (Bl, Hic, Loc, Elm) Sawtimber 3.00 CCF		
				Oak (WO, CO) Sawtimber 156.00 CCF		
				Red & Black Oak (SO) Sawtimber 101.00 CCF		
				Yellow Poplar (YP, Sawtimber Bass, Cuc) 22.00 CCF		
				Total PU Quantity And Value 421.00 CCF		
13	6			Black Cherry Sawtimber 3.00 CCF		
				Maple (RM, SM) Sawtimber 7.00 CCF		
				Hardwood - Other (Bl, Hic, Loc, Elm) Sawtimber 0.00 CCF		
				Oak (WO, CO) Sawtimber 94.00 CCF		
				Red & Black Oak (SO) Sawtimber 38.00 CCF		
				Yellow Poplar (YP, Sawtimber Bass, Cuc) 0.00 CCF		
				Total PU Quantity And Value 142.00 CCF		
14	16			Black Cherry Sawtimber 73.00 CCF		
				Maple (RM, SM) Sawtimber 87.00 CCF		
				Hardwood - Other (Bl, Hic, Loc, Elm) Sawtimber 4.00 CCF		
				Oak (WO, CO) Sawtimber 8.00 CCF		
				Red & Black Oak (SO) Sawtimber 116.00 CCF		
				Yellow Poplar (YP, Sawtimber Bass, Cuc) 7.00 CCF		
				Total PU Quantity And Value 295.00 CCF		
15	5			Black Cherry Sawtimber 17.00 CCF		
				Maple (RM, SM) Sawtimber 37.00 CCF		
				Hardwood - Other (Bl, Hic, Loc, Elm) Sawtimber 3.00 CCF		
				Oak (WO, CO) Sawtimber 40.00 CCF		
				Red & Black Oak (SO) Sawtimber 72.00 CCF		
				Pulpwood Pulpwood 59.00 CCF		
				Total PU Quantity And Value 228.00 CCF		

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

Mandatory Stewardship Projects					
Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
001	Manual Site Preparation	Acres	82.00		

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

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

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

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

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

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

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

Base Index is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in BT3.2.

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

Species	Index Name and Date
Not Applicable	

AT6 - High Stumps, applicable to BT6.412

Species	Product	Maximum Stump Height (inches)
All	Sawtimber	14
All	Pulpwood	10

AT7 - Specified Roads, applicable to BT5.2

Name and Date of Governing Road Specifications: Forest Service Standard Specifications for Construction of Roads & Bridges (1996), as amended and supplemented (metric)

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking ^{1/}
1560F	McGee Run (R) (segment 0 to .41)	Single Lane - 15 mph	.41 / .66	3 02/16/2021	FS	FS	FS BC

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

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

Road No.	Road Name	Type of Work	Completion Date
1560F	McGee Run (R) (segment 0 to .41)	Survey and Design and Construction Stakin	11/30/2020

AT9 - Reserved

AT10 - Reserved

AT11 - Reserved

AT12 - Fire Precautionary Period, applicable to BT7.2

March 01 to November 30, inclusive

AT13 - Contractor Responsibility to Furnish Crews and Equipment for:

Initial Fire Suppression, applicable to BT7.3

Within 5 road miles

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

Within 20 road miles

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

Maximum Amount: \$ \$3,400

AT15 - Termination Date, applicable to BT8.2

December 31, 2025

AT16 - Normal Operating Season, applicable to BT6.31, BT6.66, BT8.21, and BT9.3

First Period: May 01 to November 30, inclusive

Second Period: _____ to _____, inclusive

AT17 - Performance Bond, applicable to BT9.1

Performance Bond Amount: _____

AT18 - Downpayment, applicable to BT4.211

Downpayment Amount: Not Applicable

AT19 - Periodic Payment Amount, applicable to BT4.213

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

AT20 - Market-Related Contract Term Addition Producer Price Index, applicable to BT8.212

Index Name: Hardwood Lumber **Index Number:** 0812

AT21 - Inapplicable Provisions

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

BT3.34	EMERGENCY RATE REDETERMINATION
BT4.4	PAYMENTS NOT RECEIVED
BT8.21	CONTRACT TERM ADJUSTMENT
BT8.212	MARKET-RELATED CONTRACT TERM ADDITION
BT8.64	DEBARMENT AND SUSPENSION CERTIFICATION

AT22 - List of Special Provisions in Division CT

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

CT2.302#	BOUNDARY TREES (10/2019)
CT2.355#	INDIVIDUAL TREES, CUT TREE MARKING (06/2009)
CT2.356#	INDIVIDUAL TREES, LEAVE TREE MARKING (06/2009)
CT3.34	EMERGENCY RATE REDETERMINATION (01/2021)
CT4.4	PAYMENTS NOT RECEIVED (08/2012)
CT5.103#	APPROACHES TO SURFACED ROADS (06/2009)
CT5.12#	USE OF ROADS BY CONTRACTOR (09/2004)
CT5.13#	ROAD COMPLETION DATE (09/2004)
CT5.31#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
CT6.24#	SITE SPECIFIC SPECIAL PROTECTION MEASURES (09/2004)
CT6.313#	CUTTING SCHEDULE (06/2009)
CT6.314#	OPERATING RESTRICTIONS (06/2009)
CT6.331	SAFETY (06/2009)
CT6.42#	SKIDDING AND YARDING REQUIREMENTS (06/2009)

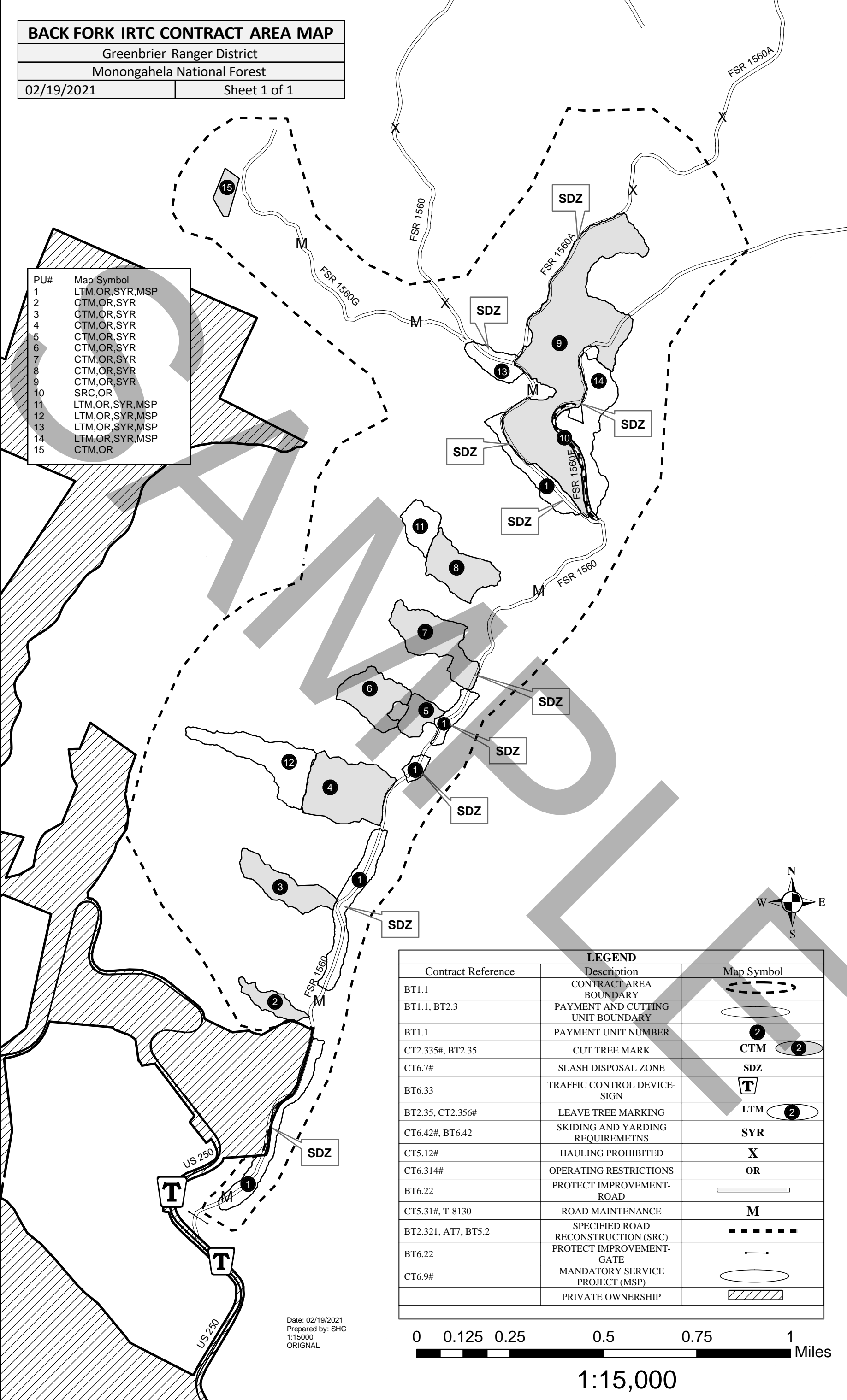
CT6.6#	EROSION PREVENTION VEGETATION (06/2009)
CT6.7#	SLASH DISPOSAL MEASURES (06/2009)
CT6.9#	STEWARDSHIP PROJECTS (09/2004)
CT7.2	FIRE PRECAUTIONS (06/2009)
CT8.21	CONTRACT TERM ADJUSTMENT (07/2016)
CT8.212	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
CT8.64	DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)

SAMPLE

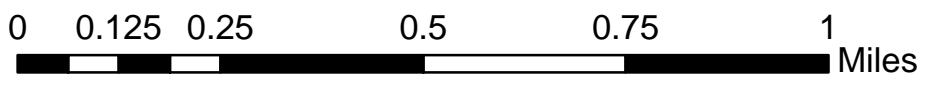
SAMPLE

This Page Intentionally Left Blank

PU#	Map Symbol
1	LTM,OR,SYR,MSP
2	CTM,OR,SYR
3	CTM,OR,SYR
4	CTM,OR,SYR
5	CTM,OR,SYR
6	CTM,OR,SYR
7	CTM,OR,SYR
8	CTM,OR,SYR
9	CTM,OR,SYR
10	SRC,OR
11	LTM,OR,SYR,MSP
12	LTM,OR,SYR,MSP
13	LTM,OR,SYR,MSP
14	LTM,OR,SYR,MSP
15	CTM,OR



LEGEND		
Contract Reference	Description	Map Symbol
BT1.1	CONTRACT AREA BOUNDARY	
BT1.1, BT2.3	PAYMENT AND CUTTING UNIT BOUNDARY	
BT1.1	PAYMENT UNIT NUMBER	
CT2.335#, BT2.35	CUT TREE MARK	
CT6.7#	SLASH DISPOSAL ZONE	
BT6.33	TRAFFIC CONTROL DEVICE-SIGN	
BT2.35, CT2.356#	LEAVE TREE MARKING	
CT6.42#, BT6.42	SKIDING AND YARDING REQUIREMENTS	
CT5.12#	HAULING PROHIBITED	
CT6.314#	OPERATING RESTRICTIONS	
BT6.22	PROTECT IMPROVEMENT-ROAD	
CT5.31#, T-8130	ROAD MAINTENANCE	
BT2.321, AT7, BT5.2	SPECIFIED ROAD RECONSTRUCTION (SRC)	
BT6.22	PROTECT IMPROVEMENT-GATE	
CT6.9#	MANDATORY SERVICE PROJECT (MSP)	
	PRIVATE OWNERSHIP	



1:15,000

Date: 02/19/2021
 Prepared by: SHC
 1:15000
 ORIGINAL

UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service

INTEGRATED RESOURCE TIMBER CONTRACT

(Sale of Property Contract, 36 CFR 223.301)
DIVISION BT

October 2019
(Date of Issue)

PROVISIONS FOR MEASUREMENT OF PRODUCTS BEFORE HARVEST

This contract 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 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 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 AT21 has the effect of striking or deleting them from Division BT. AT22 lists Special Provisions that comprise Division CT. Where appropriate, references to Special Provisions are made by citing the applicable reference numbers.

INDEX TO TERMS

Term	Reference	Term	Reference
Advertised Rates	AT4	Marked	BT2.35
Base Index	AT4	Measuring	BT6.8
Base Rates	AT4	Negligent Fire	BT7.42
Bid Premium Rates	AT4	Normal Operating Season	BT6.31
Bid Rates	AT4	Off-Road Equipment	BT6.35
Catastrophic Damage	BT2.133	Operations Fire	BT7.41
Claim	BT9.2	Out-of-Pocket Expenses	BT8.35
Clearcutting Units	BT2.31	Overstory Removal Units	BT2.33
Construct	BT5.1	Payment Unit	BT4.1
Contract Area	BT1.1	Plans	BT5.211
Contract Area Map	BT1.1	Release for Cutting	BT6.3
Contract Term Adjustment	BT8.21	Required Deposits	AT4
Contract Term Extension	BT8.23	Schedule of Items	BT5.2
Contractor's Operations	BT6.3	Shop Drawings	BT5.211
Current Contract Rates	BT3.1	Specified Roads	BT5.2
Current Contract Value	BT3.1	Stewardship Credits	BT4.5
Current Unit Rates	BT5.251	Streamcourses	BT6.5
Design Change	BT5.253	Substantially Completed	BT5.23
Extension Deposit	BT4.217	Temporary Roads	BT5.1
Fire Precautionary Period	BT7.2	Tentative Rate	AT4
Flat Rates	AT4	Termination Date	BT8.2
Included Timber	BT2.1	Understory Removal Units	BT2.34
Indicated Advertised Rates	BT8.221	Utilization Standards	AT2, BT2.2
Integrated Resource Account	BT4.2		

CONTENTS

Reference Number	Title	Page	Reference Number	Title	Page
BT1.0	CONTRACT AREA	113	BT4.2	Integrated Resource Account	117
BT1.1	Contract Area Map	113	BT4.21	Cash Deposits	118
BT1.2	Claims	113	BT4.211	Downpayment	118
BT2.0	TIMBER SPECIFICATIONS	113	BT4.212	Advance Deposits	118
BT2.1	Included Timber	113	BT4.213	Periodic Payment Schedule	118
BT2.11	Standard Timber	113	BT4.214	Deposits for Charges Subject to Escalation	118
BT2.12	Substandard Timber	113	BT4.215	Deposits When Payment Guaranteed	118
BT2.13	Damaged Timber	113	BT4.216	Blanket Cash Deposits	118
BT2.131	Damaged by Contractor	113	BT4.217	Extension Deposits	118
BT2.132	Negligent or Willful Damage	113	BT4.218	Cooperative Deposits	118
BT2.133	Damaged by Catastrophe	113	BT4.22	Temporary Reduction of Downpayment	119
BT2.134	Minor Damage by Natural Causes	114	BT4.23	Refund of Excess Cash	119
BT2.14	Unintentionally Cut Timber	114	BT4.24	Refund after Final Charges for Released Timber	119
BT2.15	Construction Timber	114	BT4.3	Payment Guaranteed by Bond or Deposited Securities	119
BT2.16	Other Material	114	BT4.31	Blanket Bond	119
BT2.2	Utilization and Removal of Included Timber	114	BT4.32	Letters of Credit for Payment Bond	119
BT2.3	Timber Designations	114	BT4.4	Payments Not Received	119
BT2.31	Clearcutting Units	114	BT4.5	Stewardship Credits	120
BT2.32	Construction Clearing	114	BT4.51	Progress Estimates	120
BT2.321	Specified Road Clearings	114	BT4.52	Excess Stewardship Credits	120
BT2.322	Other Authorized Clearings	114	BT4.53	Excess Timber Value	120
BT2.33	Overstory Removal Units	114	BT4.54	Cash Payment for Stewardship Project	120
BT2.34	Understory Removal Units	114	BT4.55	Refund for Unused Stewardship Credits	120
BT2.35	Individual Trees	114	BT5.0	TRANSPORTATION FACILITIES	120
BT2.36	Incompletely Measured Payment Units	114	BT5.1	Authorization	120
BT2.37	Designation Changes	114	BT5.11	Requirements of Rights-of-Way	121
BT2.4	Quantity Estimate	114	BT5.12	Use of Roads by Contractor	121
BT2.41	Adjustment for Quantity Deficit	115	BT5.2	Specified Roads	121
BT2.42	Adjustment for Excess Quantity	115	BT5.21	Engineering	121
BT2.43	Adjustment for Quantity Errors	115	BT5.211	Contract Plans	121
BT3.0	RATES OF PAYMENT	115	BT5.212	Construction Staking	122
BT3.1	Current Contract Rates	115	BT5.22	Material Delivery	122
BT3.2	Escalation Procedure	116	BT5.23	Use of Partially Constructed Roads	122
BT3.21	Unavailable Index	116	BT5.24	Estimated Cost	122
BT3.3	Rate Redetermination	116	BT5.25	Construction Cost Adjustment	123
BT3.31	Rate Redetermination for Environmental Modification	116	BT5.251	Variation in Quantities	123
BT3.32	Rate Redetermination after Catastrophic Damage	116	BT5.252	Physical Change	123
BT3.33	Rate Redetermination for Market Change	116	BT5.253	Design Change	123
BT3.34	Emergency Rate Redetermination	117	BT5.26	Alternate Facilities	124
BT3.4	Other Payment Rates	117	BT5.27	Temporary Credit for Unamortized Specified Road Construction Cost	124
BT3.41	Material and Quantities Not in AT2	117	BT5.3	Road Maintenance	124
BT3.42	Timber Cut Through Mistake	117	BT5.4	Use by Others	124
BT3.43	Reserved	117	BT6.0	OPERATIONS	125
BT3.44	Undesignated Timber Damaged Without Negligence	117	BT6.1	Representatives	125
BT3.45	Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut	117	BT6.11	Notices	125
BT3.46	Liquidated Damages	117	BT6.2	Improvements	125
BT4.0	PAYMENTS	117	BT6.21	Removal	125
BT4.1	Amount Payable for Timber	117	BT6.22	Protection of Improvements	125

Reference Number	Title	Page	Reference Number	Title	Page
BT6.221	Protection of Improvements Not Owned by Forest Service	126	BT7.31	Contractor's Reinforcement Obligations	132
BT6.222	Protection of Property	126	BT7.311	Suspend Operations	132
BT6.23	Protection of Land Survey Monuments	126	BT7.312	Personnel	132
BT6.24	Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources	126	BT7.313	Equipment	132
BT6.3	Control of Operations	126	BT7.4	Fire Suppression Costs	132
BT6.31	Operating Schedule	127	BT7.41	Operations Fire	132
BT6.311	Inclusion of Technical Proposal	127	BT7.42	Negligent Fire	132
BT6.312	Plan of Operations for Road Construction	127	BT7.43	Other Fires on Contract Area	132
BT6.32	Protection of Residual Trees	127	BT7.5	State Law	132
BT6.33	Safety	127	BT7.6	Performance by Contractor	132
BT6.34	Sanitation and Servicing	127	BT8.0	OTHER CONDITIONS	132
BT6.341	Prevention of Oil Spills	128	BT8.1	Title and Liability	132
BT6.342	Hazardous Substances	128	BT8.11	Title Passage	132
BT6.35	Equipment Cleaning	128	BT8.12	Liability for Loss	132
BT6.36	Acceptance of Work	128	BT8.2	Period of Contract	133
BT6.361	Acceptance of Specified Roads	129	BT8.21	Contract Term Adjustment	133
BT6.4	Conduct of Logging	129	BT8.211	Delay in Reconstruction of Processing Facilities	133
BT6.41	Felling and Bucking	129	BT8.212	Market-Related Contract Term Addition	133
BT6.411	Felling in Clearings	129	BT8.22	Termination for Catastrophe	134
BT6.412	Stump Heights	129	BT8.221	Termination by Contractor	134
BT6.413	Reserved	129	BT8.222	Termination by Forest Service	134
BT6.414	Limbing	129	BT8.23	Contract Term Extension	134
BT6.42	Skidding and Yarding	129	BT8.3	Contract Modification	134
BT6.421	Rigging	129	BT8.31	Changed Conditions	134
BT6.422	Landings and Skid Trails	129	BT8.32	Modification for Catastrophe	134
BT6.423	Skidding on Roads	129	BT8.33	Contract Suspension and Modification	134
BT6.424	Arches and Dozer Blades	129	BT8.34	Contract Termination	135
BT6.5	Streamcourse Protection	129	BT8.35	Out-of-Pocket Expenses	135
BT6.6	Erosion Prevention and Control	130	BT8.36	Termination for Market Change	136
BT6.61	Meadow Protection	130	BT8.4	Performance by Other than Contractor	136
BT6.62	Wetlands Protection	130	BT8.5	Sale of Other Materials	136
BT6.63	Temporary Roads	130	BT8.6	Provisions Required by Statute	136
BT6.631	Temporary Roads to Remain Open	130	BT8.61	Covenant against Contingent Fees	136
BT6.64	Landings	130	BT8.62	Officials Not to Benefit	136
BT6.65	Skid Trails and Fire Lines	130	BT8.63	Nondiscrimination in Employment	136
BT6.66	Current Operating Areas	130	BT8.64	Debarment and Suspension Certification	137
BT6.67	Erosion Control Structure Maintenance	130	BT8.65	Contract Consistency With Other Laws	137
BT6.7	Slash Disposal	131	BT9.0	PERFORMANCE AND SETTLEMENT	137
BT6.8	Measuring	131	BT9.1	Performance Bond	137
BT6.81	Reserved	131	BT9.11	Bond Reduction	137
BT6.82	Reserved	131	BT9.12	Letters of Credit	138
BT6.83	Reserved	131	BT9.13	Temporary Bond Reduction	138
BT6.84	Reserved	131	BT9.2	Disputes	138
BT6.841	Reserved	131	BT9.21	Time Limits for Submission of Claim	138
BT6.842	Product Identification	131	BT9.22	Contract Documents	138
BT6.9	Stewardship Projects	131	BT9.3	Breach	139
BT7.0	FIRE PRECAUTIONS AND CONTROL	131	BT9.31	Termination for Breach	139
BT7.1	Plans	131	BT9.4	Contract Closure	139
BT7.2	Fire Precautions	131	BT9.5	Damages for Failure to Complete Contract or Termination for Breach Settlement	140
BT7.21	Substitute Precautions	131	BT9.6		140
BT7.22	Emergency Precautions	131			
BT7.3	Fire Control	132			

BT1.0—CONTRACT AREA

BT1.1 Contract Area Map. The boundaries of “Contract Area” and any Payment Unit thereof, are as shown on the attached “Contract Area Map” that is made a part hereof, and were, before contract advertisement, designated on the ground by Forest Service to meet the anticipated needs of the parties. The location of Contract 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 Contractor’s request, Forest Service shall subdivide Payment Units to reduce them to a size that can be logged within 60 days at Contractor’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 and stewardship project areas may be eliminated from Contract Area under conditions described in BT6.36. Catastrophically Damaged areas may be removed from Contract Area under BT8.32.

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

- (a) Identified claims limiting Contractor’s rights under BT1.2;
- (b) Payment Units where timber is to be Measured or Marked after date of contract 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;
- (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 Contract 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 Contractor’s rights to operate under this contract and that Forest Service has been able to identify are shown on Contract Area Map. Contractor 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 Contractor. Undesignated live trees meeting Utilization Standards:

(a) Within 200 feet slope distance from centerline of roads constructed hereunder that are damaged by Contractor’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 Contractor in logging or stewardship project operations and are subsequently Marked before Contractor has completed work 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 Contractor, if included by Contracting Officer.

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

(a) Caused by forces, or a combination of forces, beyond control of Contractor, 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 Contract 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 Contract 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 Contract Area or to road construction or other authorized clearing outside Contract Area, not designated for cutting under BT2.3 but that are cut through mistake by Contractor, 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, Contractor shall fell and buck such trees and shall remove from Contract 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 Contract Area, except as provided in BT2.131, BT2.14, BT2.15, BT2.32, and BT5.1. Contract Area Map indicates Payment Units, if any, where Marking under BT2.35 is to be done after contract 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 contract advertisement and are shown on Contract Area Map. Boundary trees shall not be cut. Such units where Measuring is to be completed after date of contract 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 Contractor's landings, work areas, or the roadbed of Specified and Temporary Roads

when Marked in advance of work in the immediate area. 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 Contract 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 Contract 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 Contract 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.

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

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

BT2.37 Designation Changes. Within Contract Area, minor adjustments may be made in boundaries of cutting units or in the timber individually Marked for cutting when acceptable to Contractor 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 Contractor 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 Contractor;

(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 Contractor's landings, work areas, 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 Contract Area Map shows Payment Units where Marking or Measuring is to be completed after date of contract advertisement, the objective of Forest Service shall be to designate for cutting in such Payment Units sufficient timber so that Contract 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 Contract Area Map shows Payment Units where Marking or Measuring is to be completed after the date of contract 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 Contractor, shall designate additional timber within Contract 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 Contract Area Map shows Payment Units where Marking or Measuring is to be completed after date of contract 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 Contractor, 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 Contract Area and (b) reduction in area to be cut over. Such adjustments or reductions shall not conflict with the silvicultural treatment being applied on Contract 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, Contractor, after cutting 120 percent of the total estimated quantity listed in AT2, may elect to have Contract 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 contract 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 Contract 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 more than two other Payment Units from which removal from Contract 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, less the bid rate for mandatory stewardship projects that have not been completed.

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 contract 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, for 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 Included Timber removed subsequent to the delay or interruption.

BT3.34 Emergency Rate Redetermination. Forest Service shall redetermine rates if, upon Contractor's application, Forest Service determines that, because of changes in the timber market since the award date or the last rate redetermination under this provision, the Producer Price Index identified in AT20 has declined by 25 percent. Rates shall be redetermined under BT3.3 and shall be considered established under BT3.1 for timber Scaled subsequent to Contractor'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 on 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.

When any material suitable for use in a product form included in AT2 is removed in another product form, the rates of payment shall be not less than but approximately equivalent to Current Contract Rates and Required Deposits.

BT3.42 Timber Cut Through Mistake. Undesignated timber meeting Utilization Standards, cut by Contractor 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 (Reserved)

BT3.44 Undesignated Timber Damaged Without Negligence. Undesignated timber meeting Utilization Standards, damaged without negligence by Contractor and designated by Forest Service under BT2.131, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits.

BT3.45 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, 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 BT3.46.

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.

BT3.46 Liquidated Damages. Unnecessary damage to or negligent or willful cutting of undesignated timber, as described in BT3.45, on portions of Contract 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, Contractor shall pay as fixed, agreed, and liquidated damages an amount equivalent to the amount payable at Current Contract Rates. If designated by Contracting Officer, Contractor 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 Contractor shall pay. A "Payment Unit" is a portion of Contract Area established for payment purposes.

BT4.2 Integrated Resource Account. "Integrated Resource Account" is an account maintained by Forest Service of all Contractor'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;
- (d) Stewardship Credits established; and
- (e) 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 Contractor 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, Contractor shall make cash deposits to meet Contractor'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 AT18 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 contracts, or refunded until stumpage value representing 25 percent of the total bid value of the contract is shown on Integrated Resource Account to have been cut, removed, and paid for or the estimated value remaining to be cut and removed, as shown on Integrated Resource Account, is equal to or less than the amount of the downpayment. For lump sum contracts, the downpayment may be applied to payment for release of the single payment unit.

BT4.212 Advance Deposits. Contractor 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 Integrated Resource 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, Contractor shall not be required to make advance deposits above those required under this Item.

When the credit balance in Integrated Resource 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 Contractor's Operations until payment or acceptable payment guarantee is received.

BT4.213 Periodic Payment Schedule. Contractor shall make periodic payments for stumpage value, as shown in AT19.

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

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

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

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 Contract Area that has been Released for Cutting, but not removed, and for the estimated value of products removed from Contract Area for not more than a monthly billing period, subject to the provisions of BT4.4.

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

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."

Contractor shall make the initial Extension Deposit prior to Forest Service executing the contract modification. In response to Forest Service billing under BT4.21, Contractor 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 Contractor 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 Contractor 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, Contractor shall make one or more deposits to cover the estimated cost of the work. On request of Contractor, 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 requests Contractor to delay or interrupt Contractor's Operations for more than 90 days, the downpayment amount being held on deposit may be temporarily reduced upon the written request of Contractor or at the discretion of 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 AT18, whichever is larger.

Any downpayment amount temporarily reduced pursuant to this Subsection may be refunded or transferred at the request of Contractor. However, if Contractor has outstanding debt owing 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 Contractor's receipt of bill for collection and written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Contractor shall restore the downpayment to the full amount shown in AT18 within 15 days after the date the bill for collection is issued, subject to the provisions of BT4.4. Contractor 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 Integrated Resource 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 Contractor, unless deposited under BT4.211, BT4.213, or BT4.217. If Contractor 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 Contractor'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, Contractor 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 Contractor furnishes an acceptable bond, or deposits securities, in accordance with BT4.3, to guarantee payment for timber from this and other contracts within the same National Forest, the amount of such bond or deposited securities shall be allocated to such contracts by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this contract shall be reallocated to other contracts at Contractor's request. Contractor shall not start cutting hereunder until this contract receives an allocation that will meet the obligation for payment guarantee.

BT4.32 Letters of Credit for Payment Bond. Notwithstanding the provisions of BT4.3, Contractor 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 Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

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

(b) Failure to pay amounts due by the date 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 Contractor's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Contractor's Operations, and administrative offset, shall be stayed for so long as:

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

(ii) Contractor files and prosecutes a timely Claim.

BT4.5 Stewardship Credits. "Stewardship Credits" are credits that are earned and established when work described in CT6.9# has been performed and accepted. Stewardship Credits shall be earned at the rate as shown in AT4d. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

BT4.51 Progress Estimates. Forest Service shall make timely estimates of Contractor's progress on stewardship projects. On the basis of such progress estimates, Forest Service shall credit Integrated Resource Account each month as such work proceeds.

BT4.52 Excess Stewardship Credits. In the event there are unused established Stewardship Credits when all of the Included Timber has been cut and removed, Forest Service, at its option, shall either add more timber

or make cash payment for the unused Stewardship Credits.

BT4.53 Excess Timber Value. In the event the value of Included Timber exceeds the total value of all of the mandatory projects shown in AT4d, plus the optional projects shown in AT4d that Contractor has been authorized to perform:

(a) Contracting Officer shall authorize additional optional projects shown in AT4d if the excess timber value exceeds 10 percent of the total timber value, or

(b) Contracting Officer shall authorize additional optional projects shown in AT4d or require cash payment if the excess timber value is less than 10 percent of the total timber value, or

(c) Contractor shall make cash payment for the excess timber value if there are no remaining optional projects shown in AT4d.

BT4.54 Cash Payment for Stewardship Projects. In lieu of providing timber for established Stewardship Credits, Forest Service may elect to provide a cash payment to Contractor.

BT4.55 Refund of Unused Stewardship Credits. When, under BT8.33, Contracting Officer requests Contractor to delay or interrupt Contractor's Operations for more than 60 days, unused Stewardship Credits may be refunded upon the written request of Contractor or at the discretion of Contracting Officer.

Contractor agrees that when unused Stewardship Credits are refunded that Contractor shall remit, release, and forever discharge the United States from any and all Claims arising from any delay in using Stewardship Credits under this contract, including, but not limited to, any Claims of interest or other costs.

If Contractor has outstanding debt owing the United States, Contracting Officer must apply the amount of Stewardship Credit that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended.

BT5.0—TRANSPORTATION FACILITIES

BT5.1 Authorization. Contractor is authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for harvesting Included Timber and completing stewardship projects 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 Contractor for the purpose of harvesting Included Timber or completing stewardship projects.

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

BT5.11 Requirements of Rights-of-Way. Contractor's road construction and use of rights-of-way identified in attached list or CT5.111# shall be confined to rights-of-way and limited by the related easements and stipulations, if any, unless Contractor 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 Contractor. Except as provided herein, Contractor 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 Contractor's use of an existing temporary or National Forest system road, not listed in AT7, cannot be satisfactorily accommodated without reconstruction, Contractor shall be authorized to use such road upon agreement as to the minimum reconstruction work that Contractor 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 Contract 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 Contract Area Map and listed in AT7. Contractor shall construct Specified Roads used under this contract. Construction initiated by Contractor on any such Specified Road shall be completed to an agreed terminus that meets Contractor's needs and prevents unnecessary impact on National Forest resources. Construction to such terminus shall be in full accordance with Plans and specifications identified in AT7 or specifications and the Schedule of Items attached hereto, except for agreed adjustments needed to accommodate such terminus. For each pay unit, the "Schedule of Items" itemizes quantity of work and materials and cost, with method of measurement and basis for payment. 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 Contractor does not need a Specified Road or a portion of a Specified Road for harvesting Included Timber or completing stewardship projects and the Specified Road is not constructed, the deletion of the road or road segment will be a mutually agreed Design Change

and Integrated Resource 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 contract advertisement.

BT5.21 Engineering. Forest Service completed survey and design for Specified Roads prior to contract advertisement, unless otherwise shown in AT8 or Contractor 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 Integrated Resource 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, Contractor shall assume responsibility for such work. In such event, Contracting Officer shall revise:

- (a) AT7 to show Contractor's performance responsibility.
- (b) The Schedule of Items to include costs of survey and design, as provided under BT5.24, and adjust Integrated Resource Account, as provided in BT5.25. Forest Service shall calculate such costs, using unit rates comparable with those used in the Schedule of Items.

Contractor 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. Contractor's construction schedule shall reflect Forest Service survey and design completion dates. Forest Service may agree to Contractor's request for an alternate date for starting construction.

Contractor shall perform survey, design, and construction staking of Specified Roads to be engineered by Contractor 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 Integrated Resource 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 contract 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 Contractor to explain in detail specific portions of the work required by the contract. Contractor 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, Contractor 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, Contractor shall make corrections pursuant to BT5.253.

BT5.212 Construction Staking. Contractor shall avoid careless or negligent damage to construction stakes, flags, or marks. If such damage occurs, Contractor shall be required to replace stakes necessary to construction. Contractor’s replacement staking shall be approved by Forest Service. Alternatively, upon Contractor’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, Contractor 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 Contractor’s clearing and other construction activity to proceed without hindrance or delay, provided Contractor’s construction activity is reasonably consistent with needs identified in Contractor’s Operating Schedule or amendments thereto.

Should Forest Service be unable to perform construction staking in such reasonable period, upon written agreement, Contractor 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 Contractor’s performance responsibility.
- (b) The Schedule of Items to include costs of construction staking, as provided under BT5.24, and adjust Integrated Resource 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, Contractor 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 Contractor 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 Contractor, Contractor is responsible for installation of needed material and for any loss of or damage to such material due to Contractor’s negligence prior to installation or return of unused material to Forest Service.

At Contractor’s option, Forest Service deliveries shall be to Contractor’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, unless Contracting Officer determines that physical conditions make it impractical or ground conditions permit hauling without undue damage.

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 Integrated Resource 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 Contractor.

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 Integrated Resource 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 quantities 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 Contractor, 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 Contractor, 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 contract. 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 Contractor, results in an increase or decrease in work and/or materials furnished by Contractor 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 neces-

sary 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 contract when quantities decrease.

(e) When quantity of authorized work to be performed or material furnished by Contractor, 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 contract. 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 Contractor 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 contract when quantities decrease.

(h) When quantity of authorized work to be performed or material furnished by Contractor, 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 contract. 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 Contractor'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. Contractor 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 Contractor does not construct, Integrated Resource 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 Contractor does not construct.

BT5.27 Temporary Credit for Unamortized Specified Road Construction Cost. When, under BT8.33, Contracting Officer requests Contractor to delay or interrupt Contractor's Operations for more than 90 days, the unamortized cost of Specified Roads shall be credited to Contractor's Integrated Resource Account upon the written request of Contractor or at the discretion of Contracting Officer. The amount credited to Contractor shall be limited to stumpage paid above Base Rates.

Any Specified Road construction cost credited to Contractor pursuant to this Subsection may be refunded or transferred at the request of Contractor. However, if Contractor has outstanding debt owing the United States, Contracting Officer must apply the amount of credit that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended.

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

BT5.3 Road Maintenance. Contractor shall maintain roads, commensurate with Contractor's use, in accordance with Road Maintenance Requirements in CT5.31# and the Road Maintenance Specifications. Performance of road maintenance work by Contractor may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on Contractor'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 Contractor elects to use different roads than those listed in CT5.31#, Forest Service shall determine Contractor'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 Contractor 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 Contractor 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 Contractor hereunder when Contracting Officer determines that such use will not materially interfere with Contractor'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 Contractor hereunder only if:

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

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

Where Contractor reconstructs a road having established use, Contractor'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 Contractor's right to use such reconstructed road.

BT6.0—OPERATIONS

BT6.1 Representatives. Unless otherwise agreed, Contractor 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 Contractor designate any representative to this contract who is currently debarred, proposed for debarment, or suspended by the Federal Government. Contractor's representative shall provide a copy of the contract to Contractor'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, Contractor's representative shall notify Forest Service 2 days, excluding weekends and Federal holidays, before any operations begin on Contract Area.

Contractor's representative shall designate, in writing, a field supervisor, one of whose responsibilities shall be on-the-ground direction and supervision of Contractor'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. Contractor 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 Contractor's annual Operating Schedule under BT6.31.

Unless Contracting Officer designates another Forest Service representative and notifies Contractor 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, stewardship project work, 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 60 days of contract award.

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. Contractor is authorized to construct on National Forest land, buildings, facilities, and other improvements needed to log Included Timber and complete stewardship projects. 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.

Contractor 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, Subcontractor or their employees or agents working on the stewardship project for Contractor. Such permission, if granted, shall be without charge to Contractor.

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

BT6.22 Protection of Improvements. So far as practicable, Contractor 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 Contract Area Map.

Contractor shall keep roads and trails needed for fire protection or other purposes and designated on Contract Area Map reasonably free of equipment and products, slash, and debris resulting from Contractor's Operations. Contractor shall make timely restoration of any such improvements damaged by Contractor'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 Contractor's Operations.

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

Contractor 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, Contractor 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. Contractor shall make arrangements for use of alternate crossings. All construction work to be performed by Contractor 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, Contractor shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features, unless specifically authorized. To the extent practicable, Contractor 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 perpetuative action that does not cause unnecessary delay to Contractor 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.

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

ing Contractor's Operations. If any known monuments, corners, or accessories are destroyed, obliterated, or damaged by Contractor's Operations, Contractor 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. Contractor shall record such survey in appropriate county records.

BT6.24 Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources. Locations of known areas needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Contract Area Map and/or identified on the ground. Special protection measures needed to protect such known areas are identified in CT6.24#.

In addition to any special protection measures noted, Contractor has a general duty to protect all known and identified resources referenced in this Subsection from damage or removal during Contractor's Operations. Discovery of additional areas, resources, or members of species needing special protection shall be promptly reported to the other party, and operations shall be delayed or interrupted at that location, under BT8.33, if Contracting Officer determines there is risk of damage to such areas, resources, or species from continued operations.

Wheeled or track-laying equipment shall not be operated in areas identified as needing special measures for the protection of cultural resources, except on roads, landings, tractor roads, or skid trails approved under BT5.1 or BT6.422. Unless agreed otherwise, trees will not be felled into such areas. Contractor may be required to backblade skid trails and other ground disturbed by Contractor's Operations within such areas in lieu of cross ditching required under BT6.6.

Contractor shall immediately notify Forest Service if disturbance occurs to any area identified as needing special protection measures and shall immediately halt operations in the vicinity of the disturbance until Forest Service authorizes Contractor to proceed. Contractor shall bear costs of resource evaluation and restoration to identified sites. Such payment shall not relieve Contractor from civil or criminal liability otherwise provided by law.

Nothing in this Subsection shall be interpreted as creating any warranty that all locations and special measures for the protection of plants, animals, cultural resources, and cave resources have been described herein, elsewhere in the contract, or designated on the ground.

BT6.3 Control of Operations. Under this contract, "Contractor's Operations" shall include activities of or use of equipment of Contractor, Contractor's employees, agents, 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).

Contractor'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 Contractor.

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

- (a) Give tentative approval and bill Contractor 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. Contractor shall not cut timber in any Payment Unit until it is Released for Cutting.

BT6.31 Operating Schedule. Contractor shall, before commencing operations, provide in writing an annual Operating Schedule of anticipated major activities and needs for logging Included Timber and completing stewardship projects, 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, Contractor's Operations may be conducted outside Normal Operating Season. "Normal Operating Season" is the period(s) beginning and ending on the dates stated in AT16 of any year.

BT6.311 Inclusion of Technical Proposal. Upon execution of the contract, all elements of the Technical Proposal accepted by Forest Service become binding parts of the contract, including, but not limited to, planned periods for and methods of road construction, timber harvesting, performance of stewardship projects, slash disposal, erosion control measures, and other contractual requirements. In addition, Contractor may not substitute a Subcontractor that has been accepted in the Technical Proposal with an alternate Subcontractor, unless Contracting Officer agrees to substitution.

Contractor may revise this Technical Proposal when necessitated by weather, markets, or other unforeseen circumstances beyond the Contractor's control, subject to approval of Contracting Officer. In the event of delays beyond the control of Contractor that qualify for Contract Term Adjustment, the Technical Proposal 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, Contractor shall submit a supplement to the Technical Proposal 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. Contractor shall submit a revised schedule when Contractor proposes a significant deviation from the progress schedule.

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

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

BT6.33 Safety. Contractor's Operations shall facilitate Forest Service's safe and practical inspection of Contractor's Operations and conduct of other official duties on Contract Area. Contractor has all responsibility for compliance with safety requirements for Contractor'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 Contractor may request an adjustment in Current Contract Rates to compensate for the changed conditions.

Unless otherwise agreed in writing, when Contractor's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's Operations. Contractor 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, Contract Area Map, Traffic Control Plan, or in specifications attached hereto.

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

Contractor shall maintain all equipment operating on Contract Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. Contractor shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Contractor 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. Contractor shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

BT6.341 Prevention of Oil Spills. If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor 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, Contractor 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.

Contractor 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 Contract Area that are caused by Contractor's employees, agents, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor's Operations. Contractor will take whatever initial action may be safely accomplished to contain all spills.

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

BT6.35 Equipment Cleaning. (a) Areas, known by Forest Service prior to contract advertisement, that are infested with invasive species of concern are shown on Contract 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.

(b) Contractor shall not move any Off-Road Equipment, which last operated in an area that is infested with one or more invasive species of concern onto Contract Area without having first taken reasonable measures to make each such piece of equipment free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. Contractor shall identify the location of the equipment's most recent operations. If the prior location of the Off-Road Equipment cannot be identified, Forest Service will assume that it is infested with seeds of invasive species of concern. In addition, prior to moving Off-Road Equipment from an area on this contract that is shown on Contract Area Map to be infested with invasive species of concern to any other area that is indicated on Contract Area Map as being free of invasive species of concern, Contractor shall again take reasonable measures to make

each such piece of equipment free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds.

(c) Contractor must advise Forest Service of measures taken to clean Off-Road Equipment and arrange for Forest Service inspection prior to such equipment being placed in service or moved from areas infested with invasive species of concern to areas that are free of such invasive species. Forest Service shall have 2 days, excluding weekends and Federal holidays, to inspect equipment after it has been made available for inspection. After inspection or after 2 days, Contractor may proceed with operations. Reasonable measures shall not require the disassembly of equipment components or use of any specialized inspection tools. Equipment shall be considered free of soil, seeds, and other such debris when a visual inspection does not disclose such material.

(d) "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.

(e) If Contractor desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to a new area that is free of invasive species of concern, Contractor and Forest Service shall agree on locations for the cleaning and control of off-site impacts, if any.

(f) New infestations of invasive species of concern to Forest Service, identified by either Contractor or Forest Service on Contract Area, shall be promptly reported to the other party and operations shall be delayed or interrupted at that location, under BT8.33, until Contractor and Forest Service agree on treatment methods.

(g) Nothing in this Subsection shall be interpreted as creating any warranty that all locations of invasive species of concern have been described herein, elsewhere in the contract, or designated on the ground.

BT6.36 Acceptance of Work. Upon Contractor'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 Contractor'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, stewardship project operations, 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 Contractor.

Within 2 days of inspection, excluding weekends and Federal holidays, Forest Service shall furnish Contractor 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 Contractor's request, Contractor 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 Contractor's construction period on any completed portion of road.

When all contractual work of Contractor has been accepted for any Payment Unit or stewardship project area, it shall be eliminated from Contract 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 Contractor, 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 Contractor, such as seasonal limitations. Contractor 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. Contractor 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 Contractor in connection with Contractor's Operations, shall be cleared of all rubbish, excess materials, and temporary structures.

BT6.4 Conduct of Logging. Unless otherwise specifically provided herein, Contractor 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 and stewardship projects 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. Contractor 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, Contractor 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 Contractor determines that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, Contractor 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 Contract Area Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.

BT6.413 (Reserved)

BT6.414 Limbing. When Forest Service determines it is necessary to minimize damage to the residual stand during skidding, Contractor shall cut exposed limbs from products prior to skidding. Contractor 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 Contract 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.

BT6.433 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 Contract Area Map. Unless otherwise agreed, the following measures shall be observed to protect Streamcourses:

(a) Contractor's Operations shall be conducted to prevent debris from entering Streamcourses, except as may be authorized under paragraph (d). In event Contractor causes debris to enter Streamcourses in amounts that may adversely affect the natural flow of the stream, water qual-

ity, or fishery resource, Contractor 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 Contractor'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. Contractor'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. Contractor 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 Contractor 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, Contractor 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 Contract 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 Contract 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, Contractor shall employ such measures as out-sloping, drainage dips, and water-spreading ditches.

After a Temporary Road has served Contractor's purpose, Contractor 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 Contract Area for post-contract treatments and other purposes after a Temporary Road has served Contractor's purpose, pursuant to BT6.63, Contractor agrees, that on Temporary Roads designated on Contract 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 Contractor's purpose, Contractor 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. Contractor 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 Contractor-built fire lines prior to or during construction. By agreement, Contractor may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.

BT6.66 Current Operating Areas. Where logging, road construction, or other stewardship project work is in progress but not completed, unless agreed otherwise, Contractor 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, Contractor 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, Contractor shall provide maintenance of soil erosion control structures constructed by Contractor 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 Contractor, subject to agreement on rates. Contractor shall not be responsible for repair of such structures damaged by other National Forest users whose activities are not a part of Contractor's Operations.

BT6.7 Slash Disposal. Contractor's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by Contractor 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 (Reserved)

BT6.82 (Reserved)

BT6.83 (Reserved)

BT6.84 (Reserved)

BT6.841 (Reserved)

BT6.842 Product Identification. For contracts west of the 100th meridian, before removal from Contract Area, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Contractor 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 Contract Area is within a State that maintains a log brand register, brands shall be registered with the State. Contractor shall use assigned brand exclusively on logs from this contract until Contracting Officer releases brand. Contractor 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. Contractor shall replace identifying marks if they are lost, removed, or become unreadable. Contractor 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 contract 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 contract brand.

BT6.9 Stewardship Projects. Performance of stewardship projects shall be in accordance with the specifications in CT6.9#.

All of the mandatory stewardship projects, as shown in AT4d shall be performed. Optional stewardship projects, as shown in AT4d, shall be performed when authorized in writing by Contracting Officer. Such authorization may be for all or a portion of the quantity shown. Optional stewardship projects may be selected and authorized in any order by the Contracting Officer. Upon written request of Contractor, additional optional stewardship projects shall be authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship projects if three or more authorized optional stewardship projects or any of the mandatory stewardship projects remain uncompleted. Contracting Officer shall not be obligated to authorize additional optional stewardship projects at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship projects.

BT7.0—FIRE PRECAUTIONS AND CONTROL

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

BT7.2 Fire Precautions. Specific fire precautionary measures listed in CT7.2# shall be applicable during Contractor's Operations in "Fire Precautionary Period" described in AT12. 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 Contractor'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 Contractor's Operations, as specified by the emergency fire precautions schedule of CT7.22#. Under such conditions, after Contractor ceases active operations, Contractor shall release for hire by Forest Service, if needed, Contractor's shutdown equipment for fire standby on Contract Area or other areas of Contractor's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by Contractor 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 Contractor requests, shall be operated only by personnel approved by Contractor. 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. Contractor shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from Contractor's Operations and to suppress any forest fire on Contract Area. Contractor's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Contractor's disposal on Contract Area or within the distance of Contract Area stated in AT13.

BT7.31 Contractor's Reinforcement Obligations. Whenever an Operations Fire or Negligent Fire, whether on or off Contract Area, or any other forest fire on Contract Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by Contractor 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 Contractor's Operations.

BT7.312 Personnel. To release for employment by Forest Service any or all of Contractor's personnel engaged in Contractor's Operations or timber processing within the distance of Contract Area stated in AT13. Any organized crew so hired shall include Contractor'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 Contractor's equipment suitable for fire fighting and currently engaged in Contractor's Operations within the distance of Contract Area stated in AT13. Equipment shall be operated only by personnel approved by Contractor, if so requested by Contractor.

BT7.4 Fire Suppression Costs. Contractor'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 Contractor'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. Contractor agrees to reimburse Forest Service for such cost for each Operations Fire, subject to a maximum of the dollar amount stated in AT14. The cost of Contractor'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 Contractor's actual cost exceeds Contractor's obligation stated in AT14, Forest Service shall reimburse Contractor for the excess.

BT7.42 Negligent Fire. A "Negligent Fire" is a fire caused by negligence or fault of Contractor's Operations, including, but not limited to, one caused by smoking by persons engaged in Contractor's Operations during the course of their employment, or during rest or lunch periods; or if Contractor'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 Contractor.

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

BT7.5 State Law. Contractor 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 Contractor 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 Contractor's employees, agents, contractors, Subcontractors, or their employees or agents perform Contractor's Operations in connection with fire responsibilities, Contractor's obligations shall be the same as if performance was by Contractor.

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 Contract Area or other authorized cutting area, and paid for, at which time title shall vest in Contractor. 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 Contract Area or other authorized cutting area by Contractor 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 Contractor, unless Contractor 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, Contractor 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 re-determined rates.

There shall be no obligation for Forest Service to supply, or for Contractor 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 Contractor shall be discharged not later than "Termination Date" stated in AT15, 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 Contractor 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, Contractor 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) Contractor experiences delay in starting scheduled operations or interruptions in active operations, either of which stops removal of Included Timber from Contract 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 Contractor's control, including, but not limited to, acts of God, acts of the public enemy, acts of the Government, labor disputes, fires, insurrections, or floods.

(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 Contractor, in writing, to delay or interrupt operations during the normal operating season for any purpose other than suspension under BT4.4 or BT9.3 or

(ii) Contractor suffers a delay or interruption of Contractor'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 Contractor demonstrates a diligent effort has been made to replace primary timber processing facilities and that delays in doing so have been beyond Contractor'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 AT20. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season. Contracting Officer must receive Contractor'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.

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 Contractor. This contract shall be terminated, upon election and written notice by Contractor, 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 Contractor 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 Contractor, under this Subsection. This Subsection does not obligate Contracting Officer to grant Contract Term Extension. An extension can only be granted when Contracting Officer has determined that Contractor has diligently performed under the terms of this contract and when such extension is determined to be in the best interest of Forest Service.

Contracting Officer may not grant Contractor's written request for Contract Term Extension, unless Contractor's Operations to date have been in reasonable compliance with contract terms and the approved Technical Proposal under BT6.311 and all contractual requirements have been met by Contractor and accepted by Forest Service in active stewardship project areas and on areas cut over at time of Contractor's request, except for areas where work is in progress at time of Contractor's request. Contractor'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.

Contract Term Extension shall not become effective unless the initial Extension Deposit required by BT4.217 has been made by the effective date of any 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.

BT8.3 Contract Modification. The conditions of this contract 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 Contract 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 Integrated Resource Account.

BT8.32 Modification for Catastrophe. In event of Catastrophic Damage, Forest Service, in consultation with Contractor, shall outline on Contract 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 Contract Area.

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

After Contract Area Map has been outlined under this Subsection, Forest Service may propose contract modification to permit the harvest of catastrophe-affected timber. If Contractor 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 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 request is required by a court order or this contract is named in such a proceeding.

(v) Upon a change in law if performance of the contract, as determined by the Forest Service, would not be in compliance, in whole or in part, with such law.

(b) In the event of a request delaying or interrupting Contractor's Operations under this Subsection, Contractor'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 pursuant to BT3.33,

(iv) temporary reduction of downpayment pursuant to BT4.22,

(v) temporary credit for unamortized Specified Road construction cost pursuant to BT5.27, and

(vi) temporary bond reduction pursuant to BT9.13.

(c) In addition to the compensation scheme set forth in subparagraph (b), Contractor may seek termination pursuant to BT8.36 or, at any time prior to authorization to resume work suspended under this Subsection, demand termination under BT8.34. If Contractor elects termination under BT8.34 or BT8.36, Contractor is nonetheless required, prior to contract termination, to fulfill all contract obligations for areas not affected by the delay or interruption under this Subsection and all compliance obligations for areas affected by the delay or interruption, including, but not limited to, erosion control, brush disposal, and road maintenance. To the extent Contractor is unable to fulfill such obligations, any compensation due to Contractor will be reduced by the cost of completing the unfulfilled obligations, as determined by Contracting Officer. If Contractor seeks damages pursuant to subparagraph (b) and termination pursuant to this subparagraph, Contractor is not entitled to duplicative recovery of any damages.

(d) In cases of modification under this Subsection, Contractor shall receive a rate redetermination pursuant to BT3.31.

(e) Contractor will only be eligible for the remedies listed in this Subsection if the delay or interruption occurs when operations were in progress or would have been proceeding, had there been no delay or interruption under this Subsection

(f) The applicability of this Subsection shall be unaffected by a finding during administrative appeal or litigation that this sale or a similarly situated sale was awarded or operated without properly complying with any statute, regulation, or policy.

BT8.34 Contract Termination. (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) Contractor agrees that compensation for termination of this contract, in whole or in part, under this Subsec-

tion shall be: (i) refund or release of advanced deposits under BT4.212 for timber cut but not removed, (ii) reimbursement for Out-of-Pocket Expenses, and (iii) one of the following except when termination, pursuant to BT8.33(v), is based upon a change of law which is public and general in nature: replacement volume under subparagraph (c) or liquidated damages under subparagraph (d).

(c) Forest Service and Contractor shall make good faith efforts to identify within Contract Area replacement timber of similar volume, quality, access, and topography. Stumpage price shall be adjusted under BT3.31 to account for differences between replacement timber and timber deleted. If Forest Service and Contractor cannot reach agreement on satisfactory replacement volume or the proper stumpage of such timber, either party may opt to end the search and Contractor shall be compensated under paragraph (d) of this Subsection.

(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 Contracting Officer as of Termination Date, using Forest Service methods in use as of Termination Date.

(e) When Contractor elects termination under this Subsection as a remedy for a delay or interruption pursuant to BT8.33, Contractor shall only be entitled to damages pursuant to subparagraph (d) if the BT8.33 delay or interruption is greater than one year, and the delay or interruption was not initially caused by wind, flood, earthquake, landslide, fire, forest pest epidemic, or other major natural phenomenon.

(f) In cases of partial termination under this Subsection, Contractor's sole and exclusive remedy for the remaining volume shall be a rate redetermination pursuant to BT3.31.

(g) The applicability of this Subsection shall be unaffected by a finding during administrative appeal or litigation that this sale, or a similarly situated sale, was awarded or operated without properly complying with any statute, regulation, or policy.

(h) Contractor is required to fulfill all contract obligations not affected by a termination or partial termination under this Subsection. To the extent Contractor is unable to fulfill such obligations, any compensation due to Contractor will be reduced by the cost of completing the unfulfilled obligations, as determined by Contracting Officer.

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 where Contractor was precluded from gaining the benefit of the expenditure during a given period because operations were not permitted. Forest Service will reimburse Contractor only for the following Out-of-Pocket Expenses:

(a) Out-of-Pocket Expenses for maintenance of the contract 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;

(b) 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 Contractor;

(c) Out-of-Pocket Expenses for move-in and move-out;

(d) Out-of-Pocket Expenses for felling, bucking, lopping, skidding, yarding, and decking any products so processed, but not removed from Contract Area because: (i) the contract was terminated or (ii) the products no longer meet Utilization Standards because of delay or interruption;

(e) If terminated in whole or in part, Out-of-Pocket Expenses for unused Temporary Roads;

(f) 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

(g) If the contract is terminated, in whole or in part, Out-of-Pocket Expenses for bid preparation, including review of contract offering.

Contractor shall submit documentation of claimed expenditures and supporting analysis to Contracting Officer to assist in Contracting Officer's calculation of reimbursement. Expenses related to paragraphs (a), (b), and (g) may be based on interest at the Prompt Payment Rate established by the Secretary of the Treasury. Contracting Officer shall determine the amount of reimbursement under this Subsection using information from Contractor and/or Forest Service methods in use on the date that operations were delayed, interrupted, or terminated at Contracting Officer's sole discretion.

Contractor shall make all reasonable efforts to minimize Out-of-Pocket Expenses.

BT8.36 Termination for Market Change. In the event of delay or interruption under BT8.33, exceeding 90 days, this contract may be:

(a) Modified to include rates redetermined under BT3.33 or

(b) Terminated upon election and written notice by Contractor, if 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 weighted average Current Contract Rate.

Contractor agrees that damages caused by termination of contract by either party will be limited to Out-of-Pocket Expenses.

BT8.4 Performance by Other than Contractor. The acquisition or assumption by another party, under an

agreement with Contractor, of any right or obligation of Contractor 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 Contractor of the responsibilities or liabilities Contractor has assumed hereunder or

(b) Be given unless such other party:

(i) Is acceptable to Forest Service as a contractor 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 Contract 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 Contractor's Operations. Contractor 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.

Contractor 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 Contractor 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 Contractor 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, Contractor agrees during its performance as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor 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. Contractor 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) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by Forest Service, advising the labor union or worker's representative of Contractor's commitments under this Subsection, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor 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) Contractor 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 Contractor'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 Contractor 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) Contractor 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. Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by Forest Service, Contractor 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 2 CFR Part 180 and 2 CFR 417, Contractor 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.

Contractor may rely upon a certification of a prospective Subcontractor that it is not proposed for debarment under 2 CFR Part 180 and 2 CFR 417, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or contracts, unless Contractor knows that the certification is erroneous.

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

If Contractor knowingly enters into a contract transaction with a person who is proposed for debarment under 2 CFR Part 180 and 2 CFR 417, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or contracts, in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

The Subcontractor for a contract shall complete a "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion." An example of this certification is shown following the instructions for page 2 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, Contractor delivers herewith and agrees to maintain a surety bond in the dollar amount stated in AT17, unless the amount is adjusted as provided in BT9.11 or BT9.13. In lieu of surety bond, Contractor may deposit into a Federal Depository, as directed by Forest Service under BT4.21, and maintain therein, cash in the dollar amount stated in AT17 or negotiable securities of the United States having market value at time of deposit of not less than the dollar amount stated in AT17.

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

BT9.11 Bond Reduction. Upon Contractor's written request, Contracting Officer shall redetermine the amount of Contractor's performance bond to an amount not less than Contractor's remaining obligations, including

the value of Included Timber remaining on Contract Area, plus the estimated cost of uncompleted work required of Contractor and any unpaid billings due on the contract. Contracting Officer shall provide written notice of the re-determined amount to Contractor and to Contractor's surety. Similarly, Contracting Officer shall report to Contractor 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 Contractor, 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 requests Contractor to delay or interrupt Contractor's Operations for more than 90 days, the performance bond amount required may be temporarily reduced upon the written request of Contractor 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 Contractor and any unpaid billings due on the contract.

Upon Contractor's receipt of written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Contractor shall restore the performance bond to the full amount shown in AT17 within 15 days. Contractor 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 Contractor shall be made in writing and submitted to Contracting Officer for decision. A Claim by the Government against Contractor shall be subject to a decision by Contracting Officer.

For Contractor Claims of more than \$100,000, Contractor 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 Contractor's knowledge and belief; and the amount requested accurately reflects

the contract adjustment for which Contractor believes the Government is liable. Contractor, if an individual, shall execute the certification. When Contractor is not an individual, the certification shall be executed by a senior company official in charge at Contractor's plant or location involved or by an officer or general partner of Contractor having overall responsibility for the conduct of Contractor's affairs.

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

Contracting Officer's decision shall be final unless Contractor 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 Contractor'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 Contractor arising under the contract, Contractor 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 Contractor 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. Contractor shall file such Claim within the following time limits:

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

(c) For Payment Units, cutting units and stewardship project areas, Contractor must file any Claim not later than 60 days after receipt of Forest Service written notification that such area has been accepted; and

(d) In all other cases, Contractor must file any Claim not later than 60 days after receipt of Contracting Officer written notification that contract 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 in Division CT
(b) Contract Area Map
(c) Specific Conditions in Division AT and Schedule of Items

(d) Standard Provisions in Division BT
(e) Special project specifications

- (f) Plans, such as slash, erosion control, and dust abatement
- (g) Agreements between Contractor 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 Contractor breaches any of the material provisions of this contract, Forest Service shall give Contractor 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 Contractor's Operations. Such notice of breach and notice to suspend Contractor'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 Contractor'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 Contractor.

Suspension under this section shall not entitle Contractor 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, Contractor shall remedy the breach as follows:

- (a) If remedying such breach requires on-the-ground action by Contractor, Contractor 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 Contractor, 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 Contractor:

- (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 Contractor; 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 36 CFR 223.116;

- (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 Complete Contract or Termination for Breach. (a) In event of Contractor's failure to cut designated timber on portions of Contract Area by Termination Date; Contractor's failure to complete required stewardship projects by Termination Date; or termination for breach under BT9.31; Forest Service shall appraise remaining Included Timber and stewardship projects, 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 contract is reoffered and awarded, damages due shall be the amount by which Current Contract Value decreases at new Bid Rates, plus costs described in paragraph (d) of this Section, less any unused established Stewardship Credits.

- (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 decreases, based on the value determined by appraisal, plus costs described in paragraph (d) of this Section, less any unused established Stewardship Credits.

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

- (i) The cost of reoffering, including, but not limited to, salary costs, document preparation and duplication costs, mailing costs, and contract advertisement costs.

- (ii) If Contractor has failed to cut individual trees in the portions of Contract Area cut over and there is no resale of such individual trees, Contractor 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 Contractor's failure to harvest Included Timber by Termination Date.

BT9.5 Settlement. If obligations of Contractor have not been fully discharged by Termination Date, any money advanced or deposited hereunder shall be retained and applied toward unfulfilled obligations of Contractor 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 Contractor of work to be done and Contractor's failure to deny the obligation or to do the work.

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

DIVISION CT

Special Provisions

In accordance with AT22, 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 (10/2019)

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

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

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

PAYMENT UNIT(S) **PAINT COLOR**

SAMPLE

R9-CT2.355# - INDIVIDUAL TREES, CUT TREE MARKING (6/09)

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 Contract Area Map with the symbol "CTM."

Payment Unit	Paint Color
02	Blue
03	Blue
04	Blue
05	Blue
06	Blue
07	Blue
08	Blue
09	Blue
15	Blue/Yellow

Individual trees which are NOT TO BE CUT are Marked with indicated color above and below stump height in all or parts of the following Payment Units. Areas of Leave Tree Marking are shown on the Contract Area Map with the symbol "LTM."

Payment Unit	Paint Color
--------------	-------------

SAMPLE

R9-CT2.356# - INDIVIDUAL TREES, LEAVE TREE MARKING (6/09)

Individual trees which are NOT 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 leave tree marking are shown on the Contract Area Map with the symbol "LTM."

Payment Unit	Paint Color
01	Orange
11	Orange
12	Orange
13	Orange
14	Orange

CT3.34 - EMERGENCY RATE REDETERMINATION (01/2021)

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 AT20 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 provision shall not apply during Contract Term Extension.

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

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

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

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

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

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

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due.

Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

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

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

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

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

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

Contractor shall apply and maintain 3 inches of 3 inch clean stone on all Temporary Road approaches to surfaced roads for a distance of 100 feet back from the surfaced road. Surfaced roads include those with:

crushed stone or chert

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

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

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

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

See Restricted Road List Table.

WO-CT5.12# – USE OF ROADS BY PURCHASER. (6/99)

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

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

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

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
1560	Cheat	Int. 1560G	End	X	Hauling Prohibited
1560A	Shavers Run	Log Landing	End	X	Hauling Prohibited

Construction of Specified Roads shall be completed no later than 11/30/2022 ; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station		Completion Date
		From	To	

Completion date is binding on the party that constructs road, whether Contractor or Forest Service. Contracting Officer may modify the completion date in writing to conform to the Technical Proposal under BT6.311 at the request of Contractor.

When Contractor elects Forest Service construction of Specified Roads shown in contract advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction contract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Contractor on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Contractor written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Contractor may request a rate redetermination under BT3.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Contract Area after the effective date of the rate redetermination.

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

When Contractor constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Contractor desires to construct an alternate facility under BT5.26, Forest Service and Contractor shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

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

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

(a) Contractor constructs Specified Roads and Forest Service furnishes Contractor with written notice of acceptance under BT6.36 or

(b) Forest Service constructs road and furnishes Contractor with written notice authorizing use of road.

Notwithstanding BT5.1, Contractor shall not use a road that Contractor has elected for Forest Service to

construct, until construction is completed and Forest Service furnishes Contractor with written notice authorizing use of road.

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

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

See Contract Road Maintenance Requirements Summary Table.

SAMPLE

WO-CT5.31#- ROAD MAINTENANCE REQUIREMENTS (7/01)

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Pre-haul Road Maintenance Specifications											
	From	To		8110	8130	8310	8420								
1560	0	3.3	3.3	P	P	P	P								
1560A	0	0.1	0.1	P	P	P	P								
1560G	0	1.0	1.0	P	P	P	N/A								

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications											
	From	To		8110	8130	8310									
1560	0	3.3	3.3	P	P	P									
1560A	0	0.1	0.1	P	P	P									
1560G	0	1.0	1.0	P	P	P									

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications											
	From	To		8110	8130	8310	8340	8620							
1560	0	3.3	3.3	P	P	P	P	P							
1560A	0	0.1	0.1	P	P	P	P	P							
1560G	0	1.0	1.0	P	P	P	P	P							

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

Specification No.

- T-8110
- T-8130
- T-8310
- T-8420
- T-8340
- T-8620

Specification Title

- Maintenance Blading/Grading
- Spot Surface Course Placement
- Ditch Cleaning
- Cutting Roadway Vegetation
- Drainage Structure Maintenance
- Miscellaneous Maintenance

CT6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (09/2004)

Special protection measures needed to protect known areas identified on Contract Area Map or on the ground include:

Cultural Resource Protection Measures: N/A

Wildlife and Botanical Protection Measures: All Shagbark Hickory with an orange band shall be retained.

Cave Resource Protection Measures: N/A

CT6.313# - CUTTING SCHEDULE (06/2009)

Unless changed by written agreement, only 3 Payment Units may be released for operations at one time, and the sequence of cutting Payment Units shall be : N/A .

Unless there is agreement in writing to postpone specific requirements, all contractual requirements on a Payment Unit shall be accepted by Forest Service prior to the release of an additional Payment Unit.

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

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

Restricted operations/activities:

N/A

Prohibited operations/activities:

Within all payment units, Contractor's logging operations are prohibited from December 1 thru April 30

Within all payment units, Contractor's logging operations are prohibited during the first week of West Virginia's deer gun season. (Thanksgiving Week)

CT6.331 - SAFETY (06/2009)

In addition to requirements in BT6.33, when Contractor's Operations are in progress adjacent to or within recreation zones as shown on Contract Area Map, Contractor shall, unless relieved in writing by Forest Service, post warning signs in the zone and maintain a watchman whose sole duty shall be to warn and advise the public of any hazards caused by Contractor's Operations.

CT6.42# - SKIDDING AND YARDING REQUIREMENTS (06/2009)

As used in this provision, skidding equipment includes rubber-tire and track-mounted skidders, forwarders, bunchers, processors, and any other mechanized equipment that is used off of landings and roads.

Within Payment Unit(s), as shown on Contract Area Map with symbol "SYR": All

All skidding equipment unless changed by written agreement must stay on approved skid trails. Designated timber shall be directionally felled to the lead and products yarded to approved skid trails by cable or tracked equipment. Existing skid trails should be utilized when possible.

Within portions of Payment Unit(s), as shown on Contract Area Map with symbol "SYR" and cross-hatching:
N/A

CT6.6# - EROSION PREVENTION VEGETATION (06/2009)

Contractor shall establish acceptable erosion prevention vegetation on areas of ground disturbance in the Contract Area. This requirement only applies to the areas identified by the Forest Service which are a result of Contractor actions. Revegetation measures shall be applied in such a manner and at times as directed by the Forest Service to establish an acceptable grass or legume cover. Failure to achieve an acceptable ground cover may result in the requirement for a second application of seed, fertilizer, etc. Seed, lime, mulch, fertilizer, and other measures shall be applied in accordance with the Erosion Prevention Vegetation Plan attached to and made a part of this contract.

Required Work:

Annual Rye 25lbs per ac.
Perennial Rye 15lbs. per ac.
Red Top Clover 5lbs per ac.
Ladino Clover 5lbs per ac.
Winter Wheat 15lbs per ac.

2 tons Lime per acre.
400 lbs 10-10-20 fertilize per acre

Clean straw on all: landings, stream crossings, and skid trails greater than 15%.

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

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

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

Other specific slash disposal requirements are as follows:

SDZ-Along Forest Service road 1560, 1560A and 1560F, within Payment Units 1, 7, 9, 13 and 14, all logging slash within 10 feet of the top of cut bank and 10 feet below fill slope shall be lopped and scattered under 3 feet, where it applies.

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

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

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

Stewardship Projects

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

Performance of stewardship projects shall be in accordance with the following specifications, unless changed in writing by agreement:

Stewardship Schedule of Work Items

Mandatory Stewardship Work Items:

Item Number	Work Activity Description	Unit of Measure	Estimated quantity
001	Manual Site Preparation	Acres	82

Optional Stewardship Work Items:

Item Number	Work Activity Description	Unit of Measure	Estimated quantity
N/A	N/A	N/A	N/A

Item# 001 – Manual Site Preparation

General

Manual Site Preparation activities are contained within payment units #1, 11, 12, 13, and 14, Shapefiles will be provided to be uploaded onto a GPS unit upon request. Furthermore, boundaries are delineated by two-dots of orange paint at DBH and spot of paint at ground level on boundary trees. Boundary trees are not to be cut.

1. Site preparation shall be accomplished by felling all trees 2.0 inches and greater at diameter breast height (DBH).
2. Felling shall consist of completely severing the main stem. Stumps must be less than 12 inches tall.
3. Any tree within the unit boundary with painted or otherwise marked with flagging shall not be cut.
4. Any dead trees that do not pose a safety threat shall be left standing.
5. All felled trees are to remain on site.

SAFETY

It is the Contractor's responsibility to ensure that the work environment is safe for themselves and their employees. If the Contractor feels that a requirement of this contract would place themselves, or their employees, in an unsafe environment, then work should stop on that area and the Contractor should contact the SA or Inspector immediately. Work on other areas of the contract that the Contractor does not view as unsafe should continue.

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

NOTIFICATION

The Contractor is required to keep the Sale Administrator or designated inspector currently informed of their work schedule and physical location of their work force to permit ready location and timely inspection of accomplished work. The Contractor shall also notify the SA or Inspector at least weekly of the progress being attained on this project. This notification can be made either by e-mail or verbally.

OPERATIONS

1. Any trash resulting from the Contractor's operations must be removed from the area and properly disposed of.
2. The Contractor shall repair and replace, without any additional cost to the Government, any erosion control devices, such as water bars and dips, that were damaged or destroyed during the operation of this contract. The Contractor shall be responsible for maintaining roads used to access the project areas and for repairing any damage resulting from the operation of this contract.
3. The Contractor shall not block any roads, trails, or any other improvements in the area during the performance of this contract.
4. Operations shall not be conducted when soil moisture conditions promote rutting and compaction of soil.
5. Once started, work on a service unit shall be continuous until the unit has been completed and accepted.

PROTECTION OF BEARING AND PROPERTY LINE TREES

Utmost caution shall be applied when operating near these trees. Trees are marked with red paint and are not to be damaged.

SOIL AND WATER PROTECTION

1. Operations shall avoid the digging, gouging and moving of soil unless otherwise specified.
2. If needed, vehicle access across a stream or ditch shall be designated by the COR, or representative, at the request of the Contractor.

OTHER RESOURCE PROTECTION

1. System Roads
 - a. Equipment shall be loaded onto roads or within the treatment area
 - b. Lead off ditch and wing ditch structures shall be protected.
2. Utilities
 - a. Protect utilities from operations within rights-of-way.
 - b. The Contractor shall be responsible for contacting utility companies to determine location of underground lines (natural gas, water, telephone, etc.), if needed.
3. Improvements
 - a. All roads and trails within cutting units shall be slash free.

CT7.2 - FIRE PRECAUTIONS (06/2009)

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

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

DRAFT

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

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

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

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

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

(ii) Performance of stewardship projects shown in AT4c.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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.

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.

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

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

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		8110	8130	8310	8420						
1560	0	3.3	3.3	P	P	P	P						
1560A	0	0.1	0.1	P	P	P	P						
1560G	0	1.0	1.0	P	P	P	N/A						

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		8110	8130	8310							
1560	0	3.3	3.3	P	P	P							
1560A	0	0.1	0.1	P	P	P							
1560G	0	1.0	1.0	P	P	P							

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		8110	8130	8310	8340	8620					
1560	0	3.3	3.3	P	P	P	P	P					
1560A	0	0.1	0.1	P	P	P	P	P					
1560G	0	1.0	1.0	P	P	P	P	P					

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

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

SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

INCLUDED SPECIFICATIONS

<u>Specification No.</u>	<u>Specification Title</u>
T-8110	Maintenance Blading/Grading
T-8130	Spot Surface Course Placement/Replenishment
T-8310	Ditch Cleaning
T-8340	Drainage Structure Maintenance
T-8420	Cutting Roadway Vegetation
T-8620	Miscellaneous Maintenance

T-8110 Maintenance Blading/Grading

DESCRIPTION

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

EQUIPMENT

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

Road Number	Road Termini - From	Road Termini - To	Equipment Description
1560	0	3.3	Motor Grader/Dozer
1560A	0	0.1	Motor Grader/Dozer
1560G	0	1.0	Motor Grader/Dozer

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

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

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.

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.

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

Pre Haul Quantities				
Road Number	Type Material	Finished Compacted Thickness Specified	Total Quantity (Tons or cu.yds.)	Compaction Method
1560	3 inch clean	3	50	Tailgate
During Haul Quantities				
Road Number	Type Material	Finished Compacted Thickness Specified	Total Quantity (Tons or cu.yds.)	Compaction Method
1560	3 inch clean	3	50	Tailgate
Post Haul Quantities				
Road Number	Type Material	Finished Compacted Thickness Specified	Total Quantity (Tons or cu.yds.)	Compaction Method
1560	1.5 inch cr	2	250	Tailgate
1560A	1.5 inch cr	2	50	Tailgate
1560G	1.5 inch cr	2	50	Tailgate

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

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.

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

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 insure the proper functioning of the head walls, aprons, inlet assemblies, riprap, trash racks and other facilities related to the Drainage Structure.

3.3 Install/remove ditches, drainage dips, rock crossings and/or culverts as shown below, and as marked on the ground. Installation of structures shall not begin without the presence of a FSR unless agreed to in writing by the FSR.

Road Number	Location	Remove/Install	Type of Structure	Size	Quantity
N/A					

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.

3.1 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.

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

T-8420 Cutting Roadway Vegetation

DESCRIPTION

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

EQUIPMENT

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

REQUIREMENTS

- 3.1 Vegetative matter within the Roadway which impedes vehicular travel, and/or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked in locations where agreed upon and the Traveled Way or sight distances will not be impaired.
- 3.2 Vegetative matter removed from the clearing limits shall be scattered outside the clearing limits at least 10 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

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

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

REQUIREMENTS

3.1 Cattle guards. Loose rails shall be welded or bolted back in place. Excess Material carried into the cattle guard shall be removed when drainage is blocked or when it reaches six inches from the bottom of the cattle guard frame. Drainage into and from the cattle guard shall be kept open.

3.2 Gates (and other closure devices). Gates shall be kept in good repair and made to swing easily. Hinges or latches shall be repaired if not operating properly. Brush and debris shall be removed from within the swinging radius. Weathered berms or wood piles shall be reconstructed to a height which discourages use and blocks the road.

3.3 Signs. Any signs needing repair or replacement shall be installed per sign placement detail or MUTCD direction. All roads shall have legible sign numbers. ML 3-5 roads shall have horizontal numbering and ML 1-2 roads shall have vertical numbers. The material used shall be as directed by the Forest Service Representative. All new signs must meet retroreflectivity requirements.

Road Number	Road Name	Location	Remove/Install	Type of Item	Size	Quantity
N/A						

BACK FORK IRTC WORKING MAP

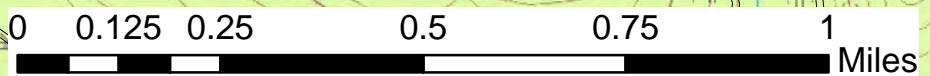
Greenbrier Ranger District
Monongahela National Forest

02/19/2021

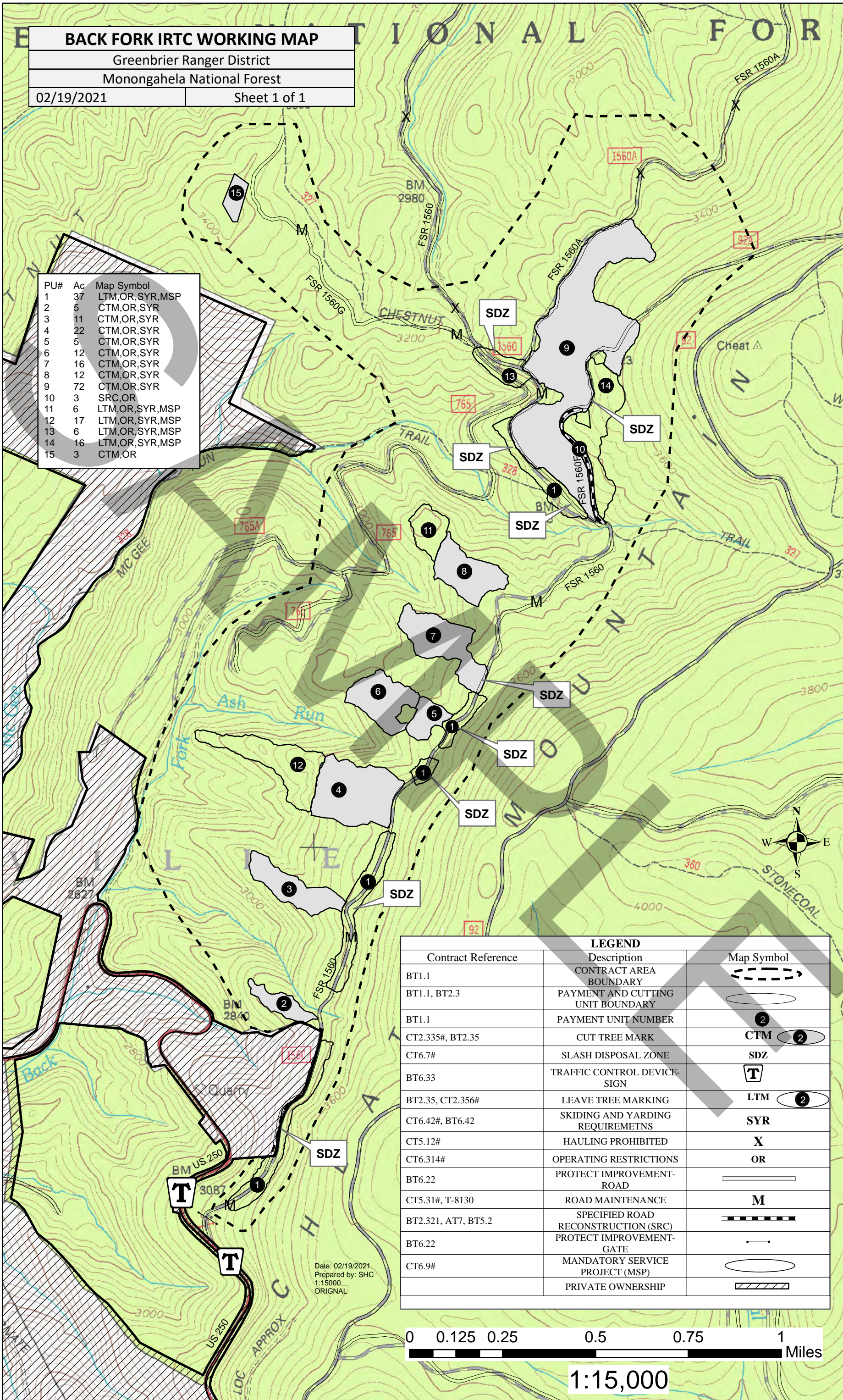
Sheet 1 of 1

PU#	Ac	Map Symbol
1	37	LTM,OR,SYR,MSP
2	5	CTM,OR,SYR
3	11	CTM,OR,SYR
4	22	CTM,OR,SYR
5	5	CTM,OR,SYR
6	12	CTM,OR,SYR
7	16	CTM,OR,SYR
8	12	CTM,OR,SYR
9	72	CTM,OR,SYR
10	3	SRC,OR
11	6	LTM,OR,SYR,MSP
12	17	LTM,OR,SYR,MSP
13	6	LTM,OR,SYR,MSP
14	16	LTM,OR,SYR,MSP
15	3	CTM,OR

LEGEND		
Contract Reference	Description	Map Symbol
BT1.1	CONTRACT AREA BOUNDARY	
BT1.1, BT2.3	PAYMENT AND CUTTING UNIT BOUNDARY	
BT1.1	PAYMENT UNIT NUMBER	
CT2.335#, BT2.35	CUT TREE MARK	
CT6.7#	SLASH DISPOSAL ZONE	
BT6.33	TRAFFIC CONTROL DEVICE-SIGN	
BT2.35, CT2.356#	LEAVE TREE MARKING	
CT6.42#, BT6.42	SKIDING AND YARDING REQUIREMENTS	
CT5.12#	HAULING PROHIBITED	
CT6.314#	OPERATING RESTRICTIONS	
BT6.22	PROTECT IMPROVEMENT-ROAD	
CT5.31#, T-8130	ROAD MAINTENANCE	
BT2.321, AT7, BT5.2	SPECIFIED ROAD RECONSTRUCTION (SRC)	
BT6.22	PROTECT IMPROVEMENT-GATE	
CT6.9#	MANDATORY SERVICE PROJECT (MSP)	
	PRIVATE OWNERSHIP	



1:15,000



Date: 02/19/2021
Prepared by: SHC
1:15000
ORIGINAL